

ProVider Plus

INDIVIDUAL DISABILITY INCOME INSURANCE

Specimen Contract for California



GUARDIAN[®]

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.

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This is a specimen 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.

John P. Cipe
Secretary

John E. Bancroft
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 actively and regularly employed Full Time for at least
10 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

If you have questions about your policy, please contact
Berkshire Life Insurance Company of America
700 South Street
Pittsfield MA 01201
Telephone Number: 1-800-819-2468 or 413-499-4321.

**If you are not satisfied after contacting Berkshire Life, you may contact
The California Department of Insurance at the following address:
California Department of Insurance, Consumer Services Division
300 South Spring Street, Los Angeles CA 90013
Telephone Number: 1-800-927-4357**

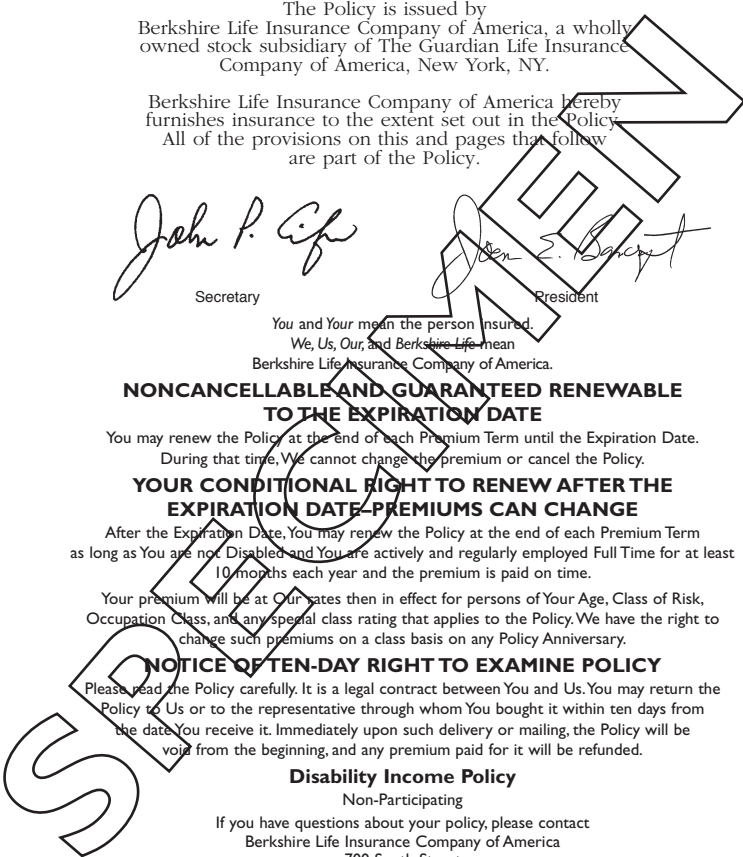
I400 (03/07) CA

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



Premiums cannot
change and the
policy cannot
be cancelled
until age
65 or 67.

Conditionally
renewable after
age 65 or 67, as
long as you are
actively and
regularly
employed full
time for at
least 10 months
each year and
not disabled.



Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1b

Insured:	John Doe	Policy Number:	Z99999999
Owner:	John Doe	Policy Date:	03/31/2008
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 initial 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 0.00% 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 0.00% 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 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.

This Schedule Page replaces any previously issued Schedule Page.

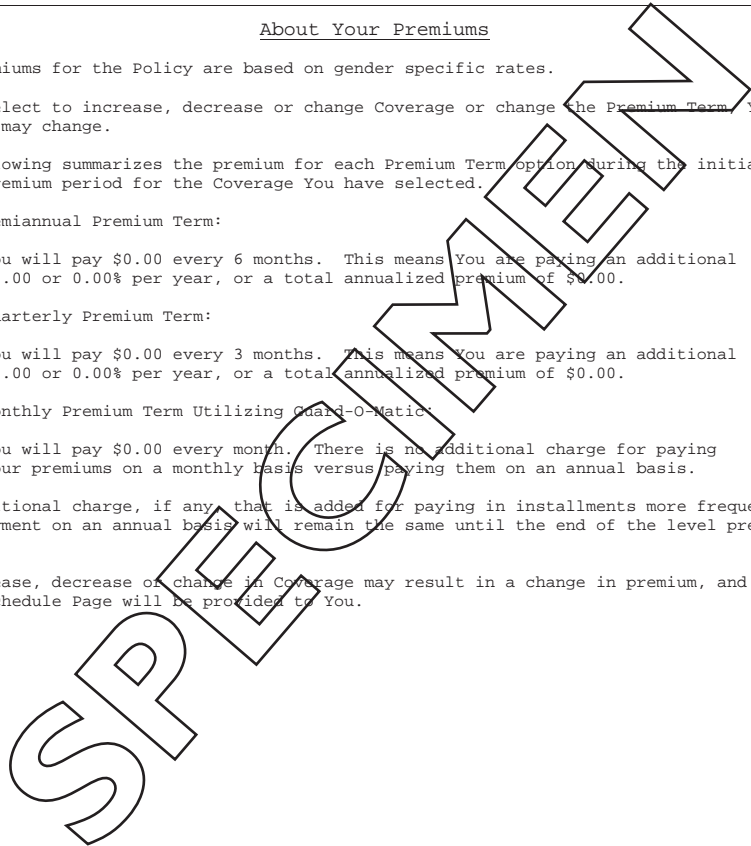
1400 (03/07)

Schedule Page Date: 09/01/2008

Gender: neutral rates are available for employer-paid coverage issued with Policy Form I500.

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

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



Schedule of Benefits—Policy Form I400

For CA Use Only

Elimination Period

Options

- 30 days
- 60 days
- 90 days
- 180 days
- 360 days
- 720 days

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1c

Insured: John Doe Policy Number: Z99999999
 Owner: John Doe Policy Date: 03/31/2008
 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	03/31/2038	\$0.00

Additional Monthly Benefit Rider Coverage Summary

Issue Age	Monthly Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
36	\$0	90 days	210 days	To Age 65	03/31/2038	\$0.00
##	\$0	## days	## days	XXXXXXXX	##/##/####	\$0.00
##	\$0	## days	### days	XXXXXXXX	##/##/####	\$0.00
##	\$0	## days	### days	XXXXXXXX	##/##/####	\$0.00
##	\$0	## days	### days	XXXXXXXX	##/##/####	\$0.00
##	\$0	## days	### days	XXXXXXXX	##/##/####	\$0.00
##	\$0	## days	### days	XXXXXXXX	##/##/####	\$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	180 days	360 days	To Age 65	03/31/2038	\$0.00

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 at work.

Allows purchase of an additional monthly benefit at an attained age and premium with the same elimination and benefit period as the original policy.

SPECIMEN

This Schedule Page replaces any previously issued Schedule Page.

1400 (03/07)

Schedule Page Date: 09/01/2008

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1d

Insured: John Doe Policy Number: Z99999999
 Owner: John Doe Policy Date: 03/31/2008
 Loss Payee: John Doe

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

Automatic Benefit Enhancement Rider Coverage Summary

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

Subject to the terms and conditions of the Automatic Benefit Enhancement Rider, no Automatic Increase will be issued which will cause Your Monthly Indemnity, including any Monthly Indemnity issued under an Additional Monthly Benefit Rider, to exceed the maximum amount of allowable Monthly Indemnity, if any, available to You based on Our underwriting rules in effect at the time of increase.

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

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.

There is a 24-month limitation on benefits payable for mental and/or substance-related disorders (except while continuously confined in a hospital for treatment of such disability and under the regular care of a physician).

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 (03/07)

Schedule Page Date: 09/01/2008

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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.

If the insured has any questions about their policy, he or she can contact Berkshire Life toll free

Throughout this policy, defined terms are capitalized.

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.

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.

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

We do not include income that is received from 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 forms of unearned income except as derived from a business in which You have an ownership interest. 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.

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 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 the result of the Injury or Sickness that caused Your Disability.

Injury

Injury means physical harm or damage to Your body that first occurs on or after the Effective Date and while the Policy is in force.

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, 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, nor does it include substance abuse or dependency resulting from the use of controlled substances administered on the advice of a physician.

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.

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.

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 You suffered from a physical or mental condition whether diagnosed or undiagnosed, which was misrepresented or not disclosed in Your application for the Policy (i) for which You received a Physician's advice or treatment within two years before the Effective Date of the Policy, or (ii) which caused symptoms within one year before the Effective Date of the Policy for which a prudent person would usually seek medical advice or treatment. We will not cover any loss that begins in the first two years after the Effective Date from a Pre-existing Condition.

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 is diagnosed or treated 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.

True own occupation definition of total disability.

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, as a result of Sickness or Injury, You are unable to perform with reasonable continuity the substantial and material acts necessary to pursue Your Usual Occupation in the usual and customary way.

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 Usual Occupation

Your Usual Occupation means the occupation (or occupations, if more than one) in which You are actively engaged and regularly performing when Your Disability begins.

SPECIMEN

For all disability income policies issued to individuals in occupation classes 6-1, 2M and 1M, "I 400" will appear on all policy pages, and this version of page 6 will be included.

True own occupation definition of total disability.

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, as a result of Sickness or Injury, You are unable to perform with reasonable continuity the substantial and material acts necessary to pursue Your Usual Occupation in the usual and customary way.

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 Usual Occupation

Your Usual Occupation means the occupation (or occupations, if more than one) in which You are actively engaged and regularly performing when Your Disability begins.

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

The I400 M policy form includes “specialty language” for physicians and dentists.

For all disability income policies issued to individuals in occupation classes 6M-3M, “I400 M” will appear on all policy pages, and this version of page 6 will be included.

SPECIMEN

Provides coverage if you are totally disabled in your usual occupation and not at work in any occupation (RPP program).

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that, as a result of Sickness or Injury, You are unable to perform with reasonable continuity, the substantial and material acts necessary to pursue Your Usual Occupation in the usual and customary way and You are not working in any occupation.

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 Usual Occupation

Your Usual Occupation means the occupation (or occupations, if more than one) in which You are actively engaged and regularly performing when Your Disability begins.

SPECIMEN

For all policies issued under the Retirement Protection Plus Program, "I400 R" will appear on all policy pages, and this version of page 6 will be included.

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 such regular medical care would not improve the disabling condition or prevent its worsening 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 at work, 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 twelve 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 Sickness or Injury.

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.

A monthly benefit is provided for total disability.

We will waive the medical care requirements in certain situations.

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

Payable in addition to any other benefit.

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 work 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 work; and
- the Policy remains in force; and
- You have satisfied all other terms and conditions of the Policy.

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.

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

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

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

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.

Additional benefits to help you return to work in your usual occupation.

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 actively and regularly employed Full Time for at least 10 months each year.

PROVISIONS RELATING TO REHABILITATION AND WORKPLACE MODIFICATION

Rehabilitation Benefit

If You are Disabled, You may be eligible for a 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 work in Your Usual 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 of 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 work in Your Usual 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 as set forth in a signed written agreement. The purpose of any such modification must be to help You to return to work in Your Usual Occupation.

PROVISION RELATING TO SUSPENSION

Suspension During Military Service

We will suspend the Policy on the date You begin active duty in the military of any nation or international authority. Such active duty will not include training that lasts 90 days or less. We will refund the pro rata portion of any premium paid for a period of time beyond the date that the Suspension Period begins. Premiums must be paid to the date on which the Suspension Period begins.

You do not have to provide evidence of medical insurability or income in order to end the Suspension Period. The Suspension Period will end on the date We receive Your written request to place the Policy back in force and Your premium payment. The date We receive Your written request must occur within 90 days after active duty ends.

After the end of the Suspension Period, premiums will be at the same rate that they would have been had the Policy remained in force. The Policy will not cover losses that result from Injury or Sickness that occurs or begins during a Suspension Period. The Policy will cover only losses that result from Injury that occurs after the end of the Suspension Period or Sickness that first manifests itself more than 10 days after the end of the Suspension Period. In all other respects, You and We will have the same rights under the Policy as before it was suspended.

There are exclusions and limitations included in this policy.

After the end of the Suspension Period, You must pay the pro rata premium for Coverage until the next Premium Term. If the Expiration Date occurs during a Suspension Period, the Policy will terminate.

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 or detained;
- caused by, contributed to, or which results from Your commission of, or attempt to commit, a felony 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 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.

Limitation While Outside the United States, Canada or Mexico

You must be living full time in the 50 United States of America, the District of Columbia, Canada or Mexico 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 United States of America, the District of Columbia, Canada or Mexico for not more than two non-consecutive months 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 United States of America, the District of Columbia, Canada or Mexico, 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 United States of America, the District of Columbia, Canada or Mexico, 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.

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.

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 actively and regularly employed Full Time for at least 10 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 actively and regularly employed Full Time for at least 10 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.

UNIFORM PROVISIONS

Entire Contract; Changes

The Policy, including its riders, endorsements and attached papers, if any, constitutes the entire contract of insurance. No change in the Policy shall be valid until approved in writing by the President, a Vice President or the Secretary of Berkshire Life and unless such approval be endorsed hereon or attached hereto. No agent has authority to change the Policy or waive any of its provisions.

Time Limit on Certain Defenses

(a) After two years from the Effective Date of the Policy no misstatements, except fraudulent misstatements, made by You in the application for the Policy shall be used to void the Policy or to deny a claim for loss incurred or Disability commencing after the expiration of such two-year period. (b) No claim for loss incurred or Disability commencing after two years from the Effective Date of the Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the Effective Date of coverage of the Policy.

Grace Period

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium, during which grace period the Policy shall continue in force.

Reinstatement

If any renewal premium be not paid within the time granted You for payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, that if We or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval of such application by Us or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless We have previously notified You in writing of Our disapproval of such application. The reinstated Policy shall cover only loss resulting from such Injury as may be sustained after the date of reinstatement and loss due to such Sickness as may begin more than 10 days after such date. In all other respects Your rights and

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

This portion of the policy provides instructions on how to file a claim.

Ours will remain the same thereunder as they were under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

Notice of Claim

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by You or on Your behalf to Us at 700 South Street, Pittsfield MA 01201, or to an authorized agent, with information sufficient to identify You, shall be deemed notice to Us.

Claim Forms

We, upon receipt of written notice of claim, will furnish to You such forms as are usually furnished for filing Proof of Loss. If such forms are not furnished within 15 days after the giving of such notice, You shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing Proof of Loss, written proof covering occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss

Written Proof of Loss must be furnished to Us at our office at 700 South Street, Pittsfield, MA 01201 in case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable; and in the case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Time of Payment of Claim

Indemnities payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued indemnities for loss for which the Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof of such loss.

Payment of Claims

Indemnity for loss of life will be payable in accordance with the Loss Payee designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to your estate. Any other accrued indemnities unpaid at Your death may, at Our option, be paid either to such Loss Payee or to Your estate. All other indemnities will be payable to You.

If any indemnity of the Policy shall be payable to Your estate, or to an insured or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity, up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage to You or a beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

Examinations

We, at Our own expense, shall have the right and opportunity to examine You when and as often as We may reasonably require during the pendency of a claim hereunder.

Legal Actions

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written Proof of Loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three years after time written Proof of Loss is required to be furnished.

Change of Beneficiary

Unless You make an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of the Policy or to any change of beneficiary or beneficiaries, or any other changes in the Policy.

Conformity with State Laws

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

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 Policy Date shown on the Schedule Page 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.

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 date of Your written request to terminate the Policy; or
- the Expiration Date, if You are not actively and regularly employed Full Time for at least 10 months each year; or
- the end of the first Premium Term after the Expiration Date, when You are no longer actively and regularly employed Full Time for at least 10 months each year; or
- Your death.

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.

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.

Not all disabilities are total. This rider provides benefits if, due to a disability, you suffer a loss of income, but remain at work.

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

PARTIAL 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 Business Expenses

Current Business Expenses means Your Business Expenses in each month while You are Partially Disabled. While You are Partially Disabled, the Current Business Expenses deducted from gross earned income may not exceed Your Prior Business Expenses except as adjusted by this rider.

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 Partial Disability or Partially Disabled.

Loss of Income Indemnity

The Loss of Income Indemnity is the amount that We will pay each month for the first 12 months that You are eligible for a Partial Disability benefit in the same claim.

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.

Prior Business Expenses

Prior Business Expenses means Your average monthly Business Expenses for the same period in which Your Prior Income is determined.

Partial Disability or Partially Disabled

Partial Disability or Partially Disabled means that You are at work and are not Totally Disabled under the terms of the Policy but, because of Sickness or Injury, Your Loss of Income is at least 15% of Your Prior Income.

Partial Indemnity

Partial Indemnity means the amount We will pay each month if you continue to be Partially Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months. It is a percentage of the Monthly Indemnity.

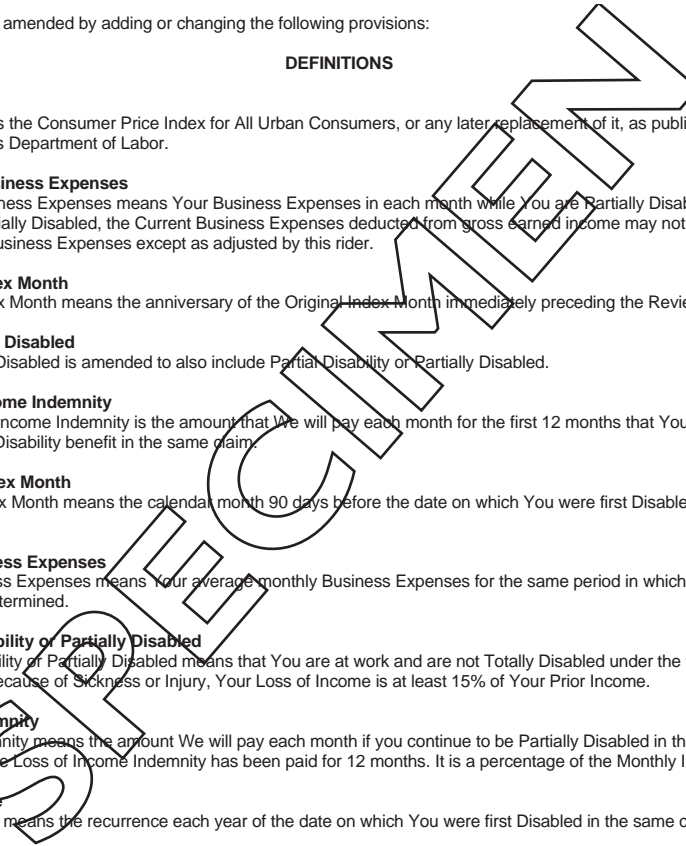
Review Date

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

1402 (03/07) CA

No loss of time or duties required.

The insured only needs to demonstrate a 15% loss of income due to injury or sickness.



For the first 12 months of partial disability, you are eligible for a Loss of Income Indemnity disability benefit, not to exceed the monthly indemnity of the Policy.

If you recover and return to work, you may be eligible for a benefit if you continue to suffer at least a 15% loss of income due to injury or sickness.

Annual adjustment of predisability earnings and expenses.

PROVISIONS RELATING TO PARTIAL DISABILITY

Partial Disability Benefit
When You are Partially Disabled, We will pay a monthly benefit 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, a Partial Disability benefit will be payable at the end of each month while You are Partially Disabled.

For each month of the first 12 months that You are eligible for a Partial Disability benefit in the same claim, We will pay a Loss of Income Indemnity. The Loss of Income Indemnity is equal to Your Loss of Income less any individual disability insurance benefits You are receiving, or that You are eligible to receive, from Us and all other insurance companies, on policies that are in force on or before the Effective Date of this rider. In no event will the Loss of Income Indemnity exceed Your Monthly Indemnity.

If you continue to be Partially Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months, We will pay a Partial Indemnity. The Partial Indemnity will be payable monthly and will be a percentage of the Monthly Indemnity.

Partial 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 Partially Disabled; and
- (b) is Your Prior Income; and
- (c) is the Monthly Indemnity.

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

We will not increase the Partial Disability benefit because You are Disabled from more than one cause at the same time.

Recovery
Even if You have recovered from the Sickness or Injury that caused Partial Disability, We will continue to consider You Partially Disabled so long as Your Loss of Income is still at least 15% of Your Prior Income and such Loss of Income is because of Sickness or Injury.

Adjustment of Prior Income and Prior Business Expenses Due to Inflation for Computing Your Loss of Income
On the Review Date while Benefits are 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 compute the adjusted 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 until the first of the following events occurs:

- the Benefit Period ends; or
- this rider terminates.

1402 (03/07) CA

No prior period of total disability required.

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

Waiver of Premium also applies to partial disability.

The partial disability benefit may be payable for up to the entire benefit period even if you have recovered and continue to suffer at least a 15% loss of income due to injury or sickness.

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 the result of 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 the Partial Disability Benefit

Benefits for Partial Disability will no longer be payable on the date that the first of the following events occurs:

- You are no longer Partially Disabled; or
- Your Loss of Income is no longer the result of Injury or Sickness; or
- the first month in which Your Loss of Income is less than 15% of Your Prior Income; or
- the Benefit Period ends; or
- You become Totally Disabled; or
- this rider terminates.

Berkshire Life Insurance Company of America

John D. [Signature]
Secretary

SPECIMEN

This rider provides a fixed 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 anniversary of when you were first disabled in the same claim, not the end of the elimination period.

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

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

3% COMPOUND 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
 The Cost of Living Adjustment Factor is 1.03.

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.

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

Adjustment of the Monthly Indemnity
 On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

ADJUSTMENT TO MONTHLY INDEMNITY UPON RECOVERY

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

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

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 of Monthly Indemnity 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.

1404 (03/07)

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

Whatever increase has been created under the rider will remain as a permanent increase to age 65 or 67. No extra premium charge before age 65 or 67.

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

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:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

John P. Ciferri
Secretary

SPECIMEN

1404 (03/07)

This rider provides a minimum 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. The maximum annual compounded index rate is 6%.

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

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

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

6% 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 is determined by dividing the CPI-U for the Current Index Month by the CPI-U for the Original Index Month. The Cost of Living Adjustment Factor will never be less than 1.00.

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.

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

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.

Maximum Increase Percent
 Maximum Increase Percent is the compounded percentage rate that is used to determine the maximum amount of adjusted Monthly Indemnity for which You are eligible. The Maximum Increase Percent is 6.00%.

Minimum Increase Percent
 Minimum Increase Percent is the compounded percentage rate that is used to determine the minimum amount of adjusted Monthly Indemnity for which You are eligible. The Minimum Increase Percent is 3.00%.

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.

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 benefits are payable, We will adjust the Monthly Indemnity for the next 12 months to reflect any changes in cost of living since the start of claim. We will compute the adjusted Monthly Indemnity by multiplying the Monthly Indemnity by the Cost of Living Adjustment Factor. The adjusted Monthly Indemnity will apply to the 12-month period that follows the Review Date while You remain Disabled in the same claim.

Any adjustment to the Monthly Indemnity may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. The adjustment to the Monthly Indemnity will never be:

- more than the amount We would pay if the CPI-U had risen each year exactly by the Maximum Increase Percent; or

1412 (03/07)

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

Benefits are indexed to the CPI-U.

- less than the amount We would pay if the CPI-U had risen each year exactly by the Minimum Increase Percent.

ADJUSTMENT TO MONTHLY INDEMNITY UPON RECOVERY

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

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

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 of Monthly Indemnity 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:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

John P. Cifu
Secretary

SPECIAL

Whatever increase has been created under the rider will remain as a permanent increase to age 65. No extra premium charge before age 65 or 67.

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

This rider provides a fixed 3% annual compounded indexing of the monthly indemnity while benefits are payable starting on the fourth anniversary of the date you first became disabled. This also applies to the social insurance substitute indemnity if included as an optional rider.

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

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

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

FOUR-YEAR DELAYED 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
 The Cost of Living Adjustment Factor is 1.03.

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.

Review Date
 The first Review Date will be on the fourth anniversary of the date You were first Disabled in the same claim, Thereafter, the 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

Adjustment of the Monthly Indemnity
 On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

ADJUSTMENT TO MONTHLY INDEMNITY UPON RECOVERY

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

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

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 of Monthly Indemnity 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.

1413 (03/07)

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

Whatever increase has been created under the rider will remain as a permanent increase to age 65. No extra premium charge before age 65 or 67.

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

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:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America

John P. [Signature]
Secretary

SPECIMEN

The Future Increase Option rider allows you to purchase additional coverage each year until age 55 without additional medical underwriting. Financial eligibility will be determined by your income, employment, and all other disability insurance with any insurer that you own, have applied for, or for which you are eligible.

Annual increase options.

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.

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 700 South Street
 Pittsfield, MA 01201

FUTURE INCREASE OPTION 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

Increase Option
 Increase Option means Your option to apply for an Increase Policy.

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

Option Date
 Option Date means the date of every Policy Anniversary while this rider is in effect.

Option Period
 Option Period means the 63-day period beginning 31 days immediately before the Option Date and ending 31 days immediately following the Option Date.

Special Option Date
 While this rider is in effect, Special Option Date means:

- 90 days after the date You are no longer eligible to participate in Your employer's group long term disability (LTD) plan; or
- 90 days after a group LTD plan under which You were covered ends and has not been converted or replaced; or
- A date that We declare for such purpose.

We will issue only one Increase Policy as a result of a Special Option Date while the Policy and this rider are in effect.

Special Option Period
 Special Option Period means the period beginning on the Special Option Date and ending 31 days immediately following the Special Option Date.

Total Increase Option
 Total Increase Option means the maximum amount of Monthly Indemnity that may be issued under this rider. The Total Increase Option is shown in the Schedule Page.

PROVISIONS RELATING TO FUTURE INCREASE OPTIONS

Exercising an Increase Option During an Option Period
 Subject to the Conditions and Limitations provision of this rider, You may exercise an Increase Option during an Option Period. Each Increase Policy applied for during an Option Period will be underwritten in accordance with Our underwriting rules in effect when You exercise an Increase Option to determine the maximum amount of allowable Monthly Indemnity, if any, available to You.

1405 (03/07) CA

Allows the company to declare a special option in addition to your annual options.

You may elect only one special option date over the life of the policy.

If you are disabled on an option date, you may still exercise the option.

Waiver of Premium also applies.

Until age 45, there is no limit on how much of your option you may apply for during an option period.

Increased coverage becomes available for a new and separate disability.

Exercising an Increase Option When Disabled or Benefits are Payable

Subject to the Conditions and Limitations provision of this rider, You may exercise an Increase Option during an Option Period when You are Disabled or benefits are being paid. You may not exercise an Increase Option during a Special Option Period if You are Disabled or benefits are being paid.

Your Income for the purpose of exercising an Increase Option when You are Disabled will be based upon the 12-month period immediately prior to the onset of Your Disability.

If You exercise an Increase Option when You are Disabled or benefits are being paid, any Increase Policy issued will only apply to a new and separate Disability. Under no circumstances will an Increase Policy, issued during a period of Disability or when benefits are being paid, provide a benefit for the current Disability or current claim for benefits.

Any Increase Policy approved during a period of Disability or while benefits are being paid will only be issued on a separate policy form that is then in use on a regular basis in the place where You live.

The premium for any Increase Policy issued when You are Disabled or benefits are being paid will be waived if premiums are then being waived for the Policy to which this rider is attached.

Exercising an Increase Option on a Special Option Date

You may apply for an Increase Policy on a Special Option Date if:

- You are at work Full Time; and
- benefits are not being paid under the Policy.

The Increase Policy applied for during a Special Option Period will be underwritten in accordance with Our underwriting rules in effect when You exercise an Increase Option to determine the maximum amount of allowable Monthly Indemnity, if any, available to You.

We will issue only one Increase Policy as a result of a Special Option Date while the Policy and this rider are in effect. If We issue an Increase Policy as a result of a Special Option Date, You forfeit the Increase Option on the next Option Date.

Proof of Insurability

When You exercise an Increase Option, You must provide evidence of Your Income, employment and all other disability insurance with any insurer that is in force, which You have applied for, or for which You are eligible by reason of Your employment. We may require additional evidence of financial insurability, as necessary. You do not have to provide evidence of Your medical insurability or occupation.

Maximum Amount of Monthly Indemnity Available to You

Until You attain Age 45, You may apply for all or part of the remaining Total Increase Option.

On or after Age 45:

- You may apply for up to one-third of the original Total Increase Option; or
- You may apply for the remaining Total Increase Option if it is less than \$1,000; or
- You may apply for the remaining Total Increase Option if You are applying for an Increase Policy on a Special Option Date because You are no longer eligible to participate in Your employer's group LTD plan or a group LTD plan under which You were covered ends and has not been converted or replaced.

Conditions and Limitations

All of the following conditions apply when You exercise an Increase Option:

- We must receive Your written application for an Increase Policy during an Option Period or Special Option Period.

No evidence of good health is required.

- Each Increase Policy applied for during an Option Period or a Special Option Period will be underwritten to determine the maximum amount of Monthly Indemnity, if any, available to You. You must provide evidence of Your Income, employment and all other disability insurance with any insurer that is in force, which You have applied for, or for which You are eligible by reason of Your employment. We may require additional evidence of financial insurability, as necessary. You do not have to provide evidence of Your medical insurability or occupation.
- If You exercise an Increase Option during a Special Option Period because You are no longer eligible to participate in Your employer's group LTD plan or a group LTD plan under which You were covered ends and has not been converted or replaced, You must also provide evidence of Your eligibility status in the group LTD plan, or evidence that the group LTD plan has terminated and has not been converted or replaced.
- The Increase Policy may either be added to the Policy in the form of an Additional Monthly Benefit Rider or will be issued on a separate policy form that is then in use on a regular basis in the place where You live. Any Increase Policy approved during a period of Disability or while benefits are being paid will only be issued on a separate policy form.
- The Increase Policy cannot have a shorter Elimination Period or a longer Benefit Period than the Policy to which this rider is attached.
- We will not issue an Increase Policy with less than \$200 of Monthly Indemnity.
- The Increase Policy may or may not include the same provisions and benefits as the Policy to which this rider is attached. The Increase Policy may only include those benefits that are part of the Policy to which this rider is attached if We are then offering such benefits to new applicants.
- 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 Increase Policy amount; and
 - Your Age on the date of issue of the Increase Policy; 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
 - 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.

Successful exercises may be added to the original policy through use of the Additional Monthly Benefit rider. Under certain circumstances, successful exercises will require the issuance of a separate policy.

Your class of risk on any increase in coverage cannot be less favorable.

Your Class of Risk and Occupation Class under the Increase Policy will not be less favorable than under the Policy to which this rider is attached.

If You submit to Us evidence that Your Class of Risk and Occupation Class on the Effective Date of the Increase Policy is more favorable to You than it was when the Policy went into effect, then We will apply the more favorable risk classification to the Increase Policy. Any Increase Policy approved will only be issued on a separate policy form that is then in use on a regular basis in the place where You live.

- 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 unless premiums are then being waived because You are Disabled or benefits are being paid under the Policy.

Premium and Renewal

The premium for this rider on the date of issue is shown in the Schedule Page. Each time We issue an Increase Policy, We will reduce the remaining Total Increase Option available to You under this rider by the amount issued. The premium for this rider will be reduced accordingly.

1405 (03/07) CA

This rider will expire and no further premium will be due for it after You are Age 55 or, if earlier, after Your last Increase Policy is issued.

TERMINATION

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

- You attain Age 55;
- the Total Increase Option as shown in the Schedule Page has been issued;
- the premium for this rider remains unpaid for more than 31 days;
- the date of Your written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America

John P. Aff
Secretary

SPECIMEN

This rider allows you to add additional monthly indemnity to your policy at an attained age premium, but without an additional policy fee. Such additions may include successful exercises of a Future Increase Option Rider or fully underwritten additions to coverage.

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ADDITIONAL MONTHLY BENEFIT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. 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:

PROVISION RELATING TO ADDITIONAL MONTHLY BENEFIT

This rider provides an additional Monthly Indemnity. The Issue Age, Monthly Indemnity, Elimination Period, Accumulation Period, Benefit Period, Expiration Date and the annual premium for this rider are shown in the Schedule Page and below.

Policy Number:

Insured:

Effective Date:

<u>Issue Age</u>	<u>Monthly Indemnity</u>	<u>Elimination Period</u>	<u>Accumulation Period</u>	<u>Benefit Period</u>	<u>Expiration Date</u>	<u>Annual Premium</u>
	\$	days	days			\$

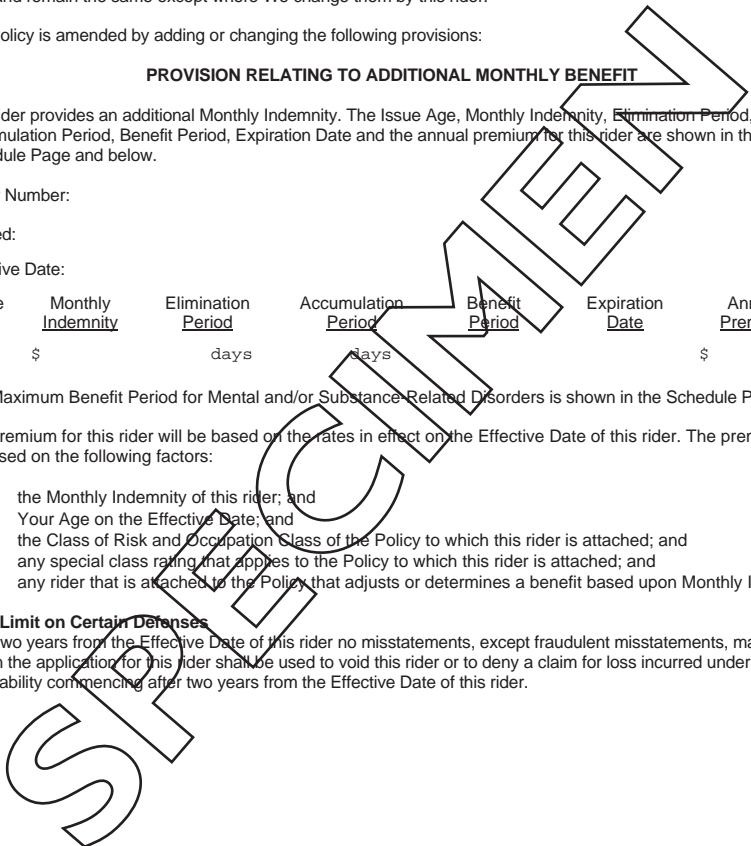
The Maximum Benefit Period for Mental and/or Substance-Related Disorders is shown in the Schedule Page.

The premium for this rider will be based on the rates in effect on the Effective Date of this rider. The premium will be based on the following factors:

- the Monthly Indemnity of this rider; and
- Your Age on the Effective Date; 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.

Time Limit on Certain Defenses

After two years from the Effective Date of this rider no misstatements, except fraudulent misstatements, made by You in the application for this rider shall be used to void this rider or to deny a claim for loss incurred under this rider or Disability commencing after two years from the Effective Date of this rider.



TERMINATION

Termination of this Rider

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

- the Expiration Date of this rider; or
- the premium for this rider remains unpaid for more than 31 days; or
- the date of Your written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America

John P. [Signature]
Secretary

SPECIMEN

1411-A-FIO (03/07) CA

This rider is only available with successful exercises of Future Increase Option, Future Purchase Option or Group Disability Replacement Option when graded lifetime is on the original policy.

This rider is available on policies with a benefit period To Age 65 or To Age 67. It may provide a monthly benefit that starts when the benefit period ends.

If you are totally disabled at the end of the policy benefit period or the expiration date of the policy, whichever is later, the amount of the Lifetime Indemnity will be determined by your age at the onset of last continuous period of total disability in the same claim.

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GRADED LIFETIME INDEMNITY FOR TOTAL DISABILITY 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

Lifetime Indemnity

The Lifetime Indemnity is the amount We will pay to You each month while You remain continuously Totally Disabled in the same claim after the Expiration Date of the Policy. Lifetime Indemnity is equal to the Monthly Indemnity that was payable for Total Disability in the last month of the Benefit Period multiplied by the Lifetime Indemnity Percentage.

Lifetime Indemnity Percentage

Lifetime Indemnity Percentage is determined based upon the following table:

<u>If Your continuous Total Disability started:</u>	<u>The Lifetime Indemnity Percentage is:</u>
Prior to Age 46	100%
At or after Age 46, but before Age 47	95%
At or after Age 47, but before Age 48	90%
At or after Age 48, but before Age 49	85%
At or after Age 49, but before Age 50	80%
At or after Age 50, but before Age 51	75%
At or after Age 51, but before Age 52	70%
At or after Age 52, but before Age 53	65%
At or after Age 53, but before Age 54	60%
At or after Age 54, but before Age 55	55%
At or after Age 55, but before Age 56	50%
At or after Age 56, but before Age 57	45%
At or after Age 57, but before Age 58	40%
At or after Age 58, but before Age 59	35%
At or after Age 59, but before Age 60	30%
At or after Age 60, but before Age 61	25%
At or after Age 61, but before Age 62	20%
At or after Age 62, but before Age 63	15%
At or after Age 63, but before Age 64	10%
At or after Age 64, but before Age 65	5%
At or after Age 65	0%

This factor does not reduce benefits that may be payable prior to the end of the benefit period.

PROVISION RELATING TO LIFETIME INDEMNITY

Lifetime Indemnity Total Disability Benefit

This rider provides a graded Lifetime Indemnity for Total Disability. We will pay the Lifetime Indemnity at the end of each month during Your continuous Total Disability, for the rest of your life if:

- You become Totally Disabled while the Policy is in force; and
- We paid Total Disability benefits under the Policy until the Expiration Date or the end of the Benefit Period, whichever is later; and
- You remain continuously Totally Disabled in the same claim from the same or directly related cause or causes after the Expiration Date or the end of the Benefit Period, whichever is later; and
- You continue to satisfy all of the terms and conditions of the Policy.

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

This rider does not extend the Benefit Period for the Policy or for any other rider included with the Policy. Lifetime Indemnity will not be payable under this rider for any period for which benefits are payable under the Total Disability Benefit provision of the Policy.

This rider does not extend the Maximum Benefit Period for Mental and/or Substance-Related Disorders as shown in the Schedule Page. No benefits are payable under the Policy or this rider beyond the Maximum Benefit Period for Mental and/or Substance-Related Disorders.

Proof of Loss

In addition to any Proof of Loss required by the Policy, You must continue to provide Us with written Proof of Loss necessary to establish that You remain continuously Totally Disabled.

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 the Lifetime Indemnity Total Disability Benefit

Benefits payable under this rider will no longer be payable when the first of the following occurs:

- You are no longer continuously Totally Disabled in the same claim from the same or directly related cause or causes; or
- Your death.

Termination of this Rider

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

- You attain Age 65 and You are not Totally Disabled; or
- the premium for this rider remains unpaid for more than 31 days; or
- the date of your written request to terminate this rider; or
- when Lifetime Indemnity is no longer payable.

Berkshire Life Insurance Company of America



Secretary

This rider provides an additional benefit if the insured is totally disabled and not at work in any occupation. 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 at work in any occupation.

The trustee is Guardian Trust Company, FSB.

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700 South Street
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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 at work in any occupation, 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 at work in any occupation. You must be Totally Disabled and not at work in any occupation, 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 Trust for each month You are Totally Disabled and not at work in any occupation.

Trust

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

Trustee

The Trustee is Guardian Trust Company, FSB. 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 at work in any occupation.

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 at work in any occupation, 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 to the Trust.
- You must satisfy the Elimination Period of this rider.

1415 (03/07) CA

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 at work in any occupation.
- The RPP Monthly Indemnity is paid to 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 are working in any occupation; or
- the Benefit Period ends; or
- You attain Age 65; or
- this rider terminates.

Berkshire Life Insurance Company of America

John D. [Signature]
Secretary

SPECIMEN

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.

Each automatic increase is eligible for benefits provided by any other rider that may be attached to your policy.

There is no premium for this rider.

You are eligible for up to five annual increases.

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

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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 fifth Policy Anniversary and every fifth Policy Anniversary thereafter while this rider is in force.

PROVISIONS RELATING TO AUTOMATIC BENEFIT ENHANCEMENT

Automatic Benefit Enhancement
This rider provides for up to five 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, if any, available to You based on Our underwriting rules 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.

1406 (03/07) CA

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.

This rider will terminate if You are Disabled on a Rider Review Date or the Rider Review Date occurs 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 five Automatic Increases; or
- the number of Automatic Increases between your attained Age and Age 60, whichever is less; or
- the number of Automatic Increases which will not cause the Monthly Indemnity to exceed the maximum amount of allowable Monthly Indemnity, if any, 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 by reason of Your employment. We may require additional evidence of financial insurability to renew this rider.

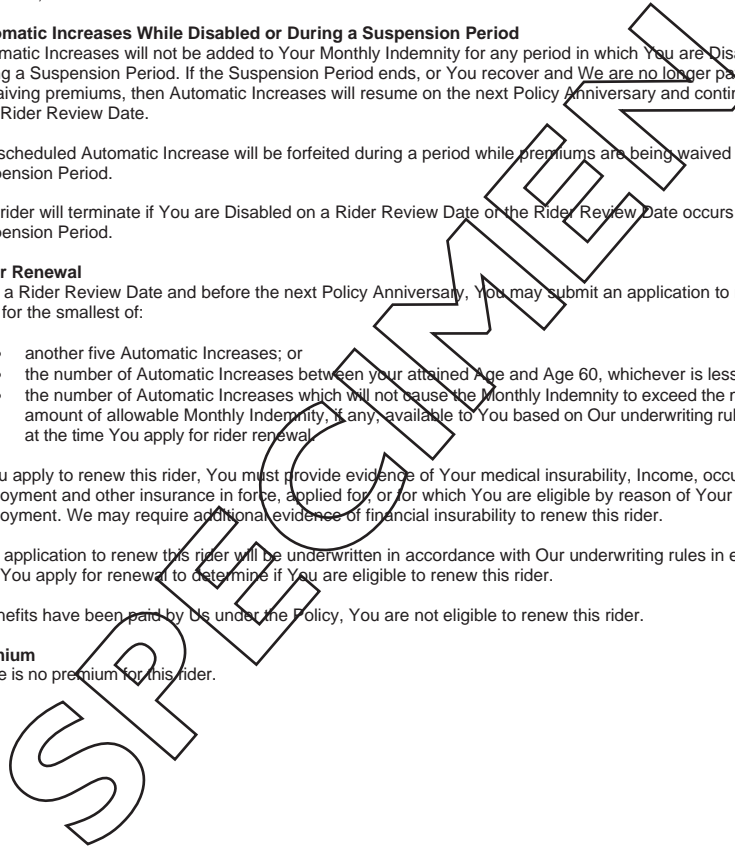
Your application to renew this rider will be underwritten in accordance with Our underwriting rules in effect at the time You apply for renewal to determine if You are eligible to renew this rider.

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 five years, subject to underwriting approval.



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, if any, available to You based on Our underwriting rules in effect as of the Effective Date of the Policy; 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

John P. Alf
Secretary

SPECIMEN

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

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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 are 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.

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Secretary

Premiums are waived even if you return to work.

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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.

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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 Partial Disability Benefit, Cost of Living Adjustment, and Residual Disability Benefit 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 legislated benefits.

There are eligibility requirements to receive benefits under this rider.

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

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.

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

John P. Cif
Secretary

This rider provides for up to six months of benefits if you are residually disabled as defined in this rider.

To determine residual indemnity, the monthly indemnity includes the social insurance substitute indemnity if that rider is attached to the policy.

This rider is only available to individuals who qualify for occupation classes 2, 2M, I, or 1M.

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

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

Disability or Disabled

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

Residual Disability or Residually Disabled

Residual Disability or Residually Disabled means that You are not Totally Disabled and You are at work and are performing with reasonable continuity, one or more of the substantial and material acts necessary to pursue Your Usual Occupation in the usual and customary way, but due to Injury or Sickness:

- You are unable to perform all of the substantial and material acts necessary, or
- You are unable to perform them for more than one-half of the time normally required.

Residual Indemnity

Residual Indemnity means the amount We will pay for each month of Residual Disability. It is one-half of the Monthly Indemnity, not to exceed Your Loss of Income.

PROVISIONS RELATING TO RESIDUAL DISABILITY

Residual Disability Benefit

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

- You must become Totally Disabled while the Policy is in force.
- You must remain Totally Disabled for the duration of the Elimination Period.
- After You have satisfied the Elimination Period, if You become Residually Disabled in the same claim before the end of the Benefit Period, Residual Indemnity will be payable at the end of each month while You remain Residually Disabled.

Residual Indemnity will stop at the end of six months, or the end of the Benefit Period, if earlier, or on the date You are no longer Residually Disabled.

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

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 of Residual Indemnity

The 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
- You have received Residual Indemnity for six months in the same claim; or
- the Benefit Period ends; or
- the Expiration Date; or
- You become Totally Disabled; or
- this rider terminates.

Berkshire Life Insurance Company of America

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Secretary

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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.