Provider Choice

Individual Disability Income Insurance

Specimen Contract - Policy Form 18ID



Individual disability insurance policy Forms 18ID and 18UD 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. Product provisions and availability may vary by state. In New York: These policies provide disability insurance only. They do not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department. For policy form 18ID, the expected benefit ratio is 50%. For policy forms 18UD and 18UD-F, the expected benefit ratio is 60%. The expected benefit ratio is the portion of future premiums that the company expects to return as benefits, when averaged over all people with these policy forms.

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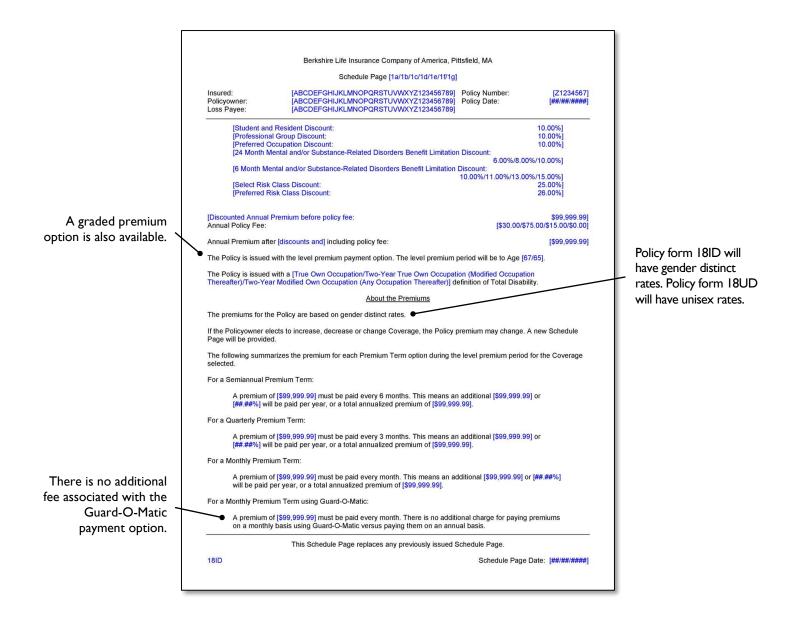
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Berkshire Life Insurance Company of America 700 South Street • Pittsfield, Massachusetts 01201 1-800-819-2468 **Disability Income Policy** Non-Participating This Policy, issued by Berkshire Life Insurance Company of America, provides insurance to the extent set out in the Policy. All of the provisions on this page and pages that follow are part of the Policy. Sen D. Quinn Condon Dimensore Ja. President Premiums cannot change and the policy Secretary cannot be canceled until age 65 or 67 as NONCANCELLABLE AND GUARANTEED RENEWABLE TO THE EXPIRATION DATE The Policyowner 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 Conditionally long as premiums are renewable after age paid on a timely basis. 65 or 67, if you are CONDITIONAL RIGHT TO RENEW AFTER THE gainfully employed EXPIRATION DATE-PREMIUMS CAN CHANGE After the Expiration Date, the Policyowner may conditionally renew the Policy on each Policy Anniversary, if You are not Disabled, You are Gainfully Employed Full Time for at least ten months each year, the premium is paid on time, and the Policy is in force up to the Expiration Date. and not disabled. The premium at each renewal will be based on Our premium rates in effect for Your Age, gender, Class of Risk, Occupation Class, any special class rating under the Policy, and other factors We are using on a class basis at that time. 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 the Policyowner and Us. The Policy may be returned to Us or to the representative through whom it was bought within ten days from the date the Policy was received. Immediately upon such delivery or mailing, the Policy will be void from the beginning, and any premium paid for it will be refunded. Berkshire Life Insurance Company of America is a wholly owned stock subsidiary of The Guardian Life Insurance Company of America, New York, NY GUARDIAN" 18ID

Berkshire Life Insurance Company of America, Pittsfield, MA Schedule Page [1a/1b/1c/1d/1e/1f/1g] Class of Risk is [ABCDEFGHIJKLMNOPQRSTUVWXYZ123456789] Policy Number: [Z1234567] Insured: determined by Policyowner: Loss Payee: [ABCDEFGHIJKLMNOPQRSTUVWXYZ123456789] [ABCDEFGHIJKLMNOPQRSTUVWXYZ123456789] Policy Date Company Policy Specifications for the Insured Underwriters. Class of Risk: [Standard/Select/Preferred] Gender: Occupation Class:[6/6M/5/5M/4/4M/4D/3/3M/3D/2/2M/1/1M] Premium Term: [Male/Female] [Annual/Semiannual/Quarterly/Monthly] Occupation class is Disability Income Insurance Policy Coverage and Premium Summary determined by Benefit Annual **Company Underwriters** Coverage Amount Premium Disability Income Insurance Policy [\$99,999,99] [\$99,999] based on your [Social Insurance Substitute Rider occupation and job [\$99,999] [\$99,999.99] SIS Maximum Monthly Benefit:] duties. "M" designates a [Future Increase Option Rider (Total Increase Option:[\$99,999])] [\$99,999,99] [Enhanced Partial/Basic Partial/Two-Year Partial/Short-Term Residual Disability Benefit Rider] health care professional. [\$99,999.99] "D" designates a dental [3% Compound/6% Maximum/Four-Year Delayed Cost of Living Adjustment Rider] [\$99,999.99] professional. [Graded Lifetime Benefit for Total Disability Rider] [\$99,999.99] [Basic/Enhanced Catastrophic Disability Benefit Rider] [\$99,999] [\$99,999.99] [Retirement Protection Plus Disability Benefit Rider] [\$99,999] [\$99,999.99] [Lump Sum Disability Benefit Rider Qualifying Amount: [\$99,999]] [\$99,999.99] Student Loan Protection Rider Student Loan Protection Maximum Monthly Benefit] [\$99,999] [\$99,999.99] [Supplemental Benefit Term Rider [\$99,999] Supplemental Monthly Benefit] [\$99,999.99] [Unemployment Waiver of Premium Rider] [\$99,999.99] [Benefit Purchase Rider] [No Charge] [Automatic Benefit Enhancement Rider] [No Charge] [Serious Illness Supplemental Benefit Endorsement] [No Charge] [Occupational Rehabilitation, Modification and Access Benefits Endorsement] [No Charge] If the policy has a Annual premium before [discounts and] policy fee [\$99,999] [\$99,999.99] discount for a qualified [####% Extra Annual Premium \$99,999.99] program, it will be [Applicable Policy Discount [Employee Multi-Life Discount: [Association Discount: Discount Percent] 10.00%/25.00%] 10.00%] displayed here. This Schedule Page replaces any previously issued Schedule Page 18ID Schedule Page Date: [##/##/##/##]



		Berkshi	re Life Insurance (Company of Americ	a, Pittsfield, MA		
			Schedule Pag	e [1a/1b/1c/1d/1e/1	f/1g]		
Insure Policy Loss F	owner:	ABCDEFG	HIJKLMNOPQRS	TUVWXYZ123456 TUVWXYZ123456 TUVWXYZ123456	789] Policy Date:	er:	[Z1234567] [##/##/#####]
		e, if any, that is ac f the level premiur		emium more freque	ntly than on an an	nual basis will re	emain the
				with a discount und d where the Future			
partici progra contin discou progra	pation in an [en m/association ue to receive s int program/pa m/member of	mployee multi-life program]. Any po such discount and inticipant in a stude a qualifying assoc	discount program blicy issued pursua premium structure ent and resident pr iation] and We con	e been applied to th /student and resider ant to the exercise of e only if You are a [r rogram/participant in ntinue to offer such Increase Option is e	nt program/profess of a Future Increas participant in an en n a professional gr discount and pren	sional group e Option will nployee multi-lif oup	
			About the	e Policy Coverage	•		
	lssue <u>Age</u>	Monthly <u>Benefit</u>	Elimination /		Benefit Expira Period Da		nual nium
	[##]	[\$99,999]	[###] days	[###] days To	Age 67 [##/##/	####] [99,99	9.99]
		[[Basic/Enhanc		Disability Benefit Rid		mary]	
ssue Age	Rider Effective Date	Catastroph Disability <u>Benefit</u>	Catastrophi ic Disability Elimination <u>Period</u>	Disability	Catastrophic Disability Benefit <u>Period</u>	Expiration Date	Annual <u>Premium</u>
[##]	[##/##/###] [\$99,999]	[###] days	[###] days	[XXXXXXXXX]	[##/##/###]	[\$99,999.99]
		Retirement Prot	ection Plus (RPP)	Disability Benefit R	ider Coverage Sur	nmary]	
ssue <u>Age</u>	Rider Effective Date	RPP Monthly <u>Benefit</u>	RPP Eliminatior <u>Period</u>	RPP Accumulation <u>Period</u>	RPP Benefit Period	RPP Expiration Date	Annual <u>Premium</u>
[##]	[##/##/##/	#] [\$99,999] [###] days	[###] days	[XXXXXXXXX]	[##/##/###]	[\$99,999.99]

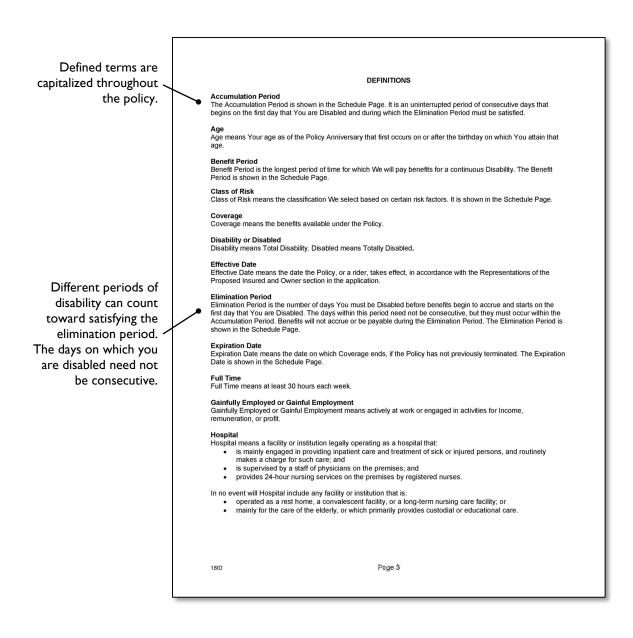
Some riders may be added after the policy s in force. If this occurs the rider name, ssue age, and effective date will show.

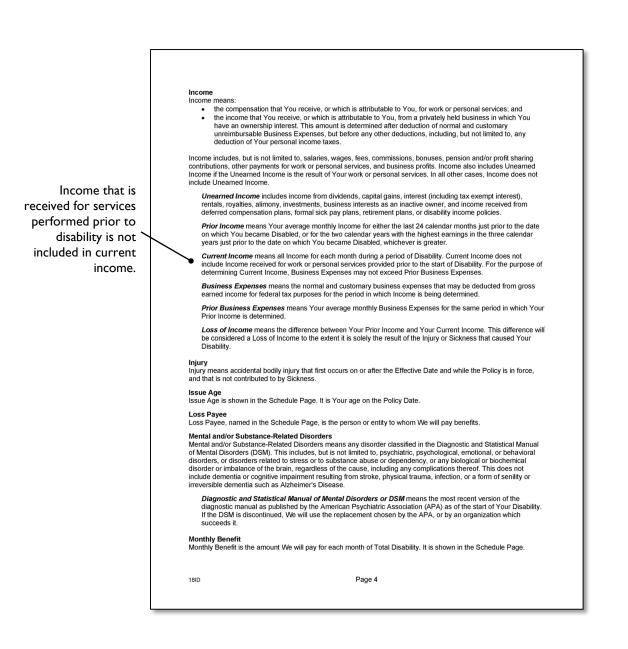
		Berkshire Life In	surance Company	of America, Pittsfiel	ld, MA	
		Sche	edule Page [1a/1b/1	c/1d/1e/1f/1g]		
Insured: Policyow Loss Pay		[ABCDEFGHIJKLM [ABCDEFGHIJKLM [ABCDEFGHIJKLM	NOPQRSTUVWXY	Z123456789] Poli	icy Number: icy Date:	[<mark>Z1234567]</mark> [##/##/##/###]
		[Student Los	an Protection Rider	Coverage Summar	[Y]	
lssue <u>Age</u>	Rider Effective Date	Student Loan Protection Maximum Monthly <u>Benefit</u>	Student Loan Protection Elimination <u>Period</u>	Student Loan Protection Accumulation <u>Period</u>	Student Loan Protection Termination <u>Date</u>	Annual <u>Premium</u>
[##]	[##/##/###]	[\$99,999]	[###] days	[###] days	[##/##/###]	[\$99,999.99]
		[Supplementa	al Benefit Term Ride	r Coverage Summ	ary]	
lssue <u>Age</u> [##]	Rider Effective <u>Date</u> [##/###/###]	Supplemental Monthly Benefit [\$99,999]	Supplemental Benefit Elimination <u>Period</u> [###] days	Supplemental Benefit Accumulation <u>Period</u> [###] days	Supplemental Benefit Termination <u>Date</u> [##//##//##/#/	Annual <u>Premium</u> [\$99,999,99]
				1		the state of the s
	[[Basic Partial/	Enhanced Partial/Sh	ort-Term Residual]	Disability Benefit R	ider Coverage Su	mmary]
		Issue <u>Age</u>	Rider Effective Date	Annual <u>Premium</u>		
		[##]	[##/##/##]	[99,999.99]		
0	[3% Compound/6	% Maximum/Four-Y	ear Delayed] Cost o	of Living Adjustmen	t Rider Coverage	Summary
		Issue <u>Age</u>	Rider Effective Date	Annual <u>Premium</u>		
		[##]	[##/##/##]	[99,999.99]		
		Automatic Ben	efit Enhancement R	ider Coverage Sun	nmary	
		temetia Inemese Be			4 0000	
		utomatic Increase Ra ider Annual Premium			4.00% No Charge	
The prem	R		1:	ust be paid.]		
The prem	R	ider Annual Premium	1:			
The Polic	Ri nium for each Aut	ider Annual Premium	i: is placed in force m litional Exclusions a addition to those de	nd Limitations scribed in the Exclu	No Charge	ions provision of
The Polic	Ri nium for each Aut	ider Annual Premium omatic Increase that <u>[Add</u> and/or limitations in	: is placed in force m litional Exclusions a addition to those de tion(s) are attached	nd Limitations scribed in the Exclute to the Policy.]	No Charge	ions provision of

Berkshire Life Insurance Company of America, Pittsfield, MA Schedule Page [1a/1b/1c/1d/1e/1f/1g] [ABCDEFGHIJKLMNOPQRSTUVWXYZ123456789] Policy Number: [ABCDEFGHIJKLMNOPQRSTUVWXYZ123456789] Policy Date: [ABCDEFGHIJKLMNOPQRSTUVWXYZ123456789] [Z1234567] Insured: Policyowner Loss Payee: A limitation may be required for certain [Mental and/or Substance-Related Disorders Benefit Limitation occupations or states. [Under no circumstance will We pay benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder that We have excluded by name or description.] [Benefits We pay for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder are limited to [6 months/24 months] during Your lifetime. After We have paid benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder for [6 months/24 months] during Your lifetime, We will not pay benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder unless You are: • contributed to by, or which results from, a Mental and/or Substance-Related Disorder unless You are: • continuously confined in a Hospital for treatment of a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder; and under the regular care of a Physician. Under no circumstance will We pay benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder that We have excluded by name or description. [This limitation will not apply to Catastrophic Disability due to a Cognitive Impairment, as defined in the Basic Catastrophic Disability Benefit Rider or Enhanced Catastrophic Disability Benefit Rider, if attached to the Policy.]] About the Policy Benefit Period The Benefit Period for the Policy meets the federal guidelines for nondiscrimination in employment because of age For a [To Age 70/To Age 67/To Age 65/10 Year/5 Year/2 Year] Benefit Period: If Disability begins [XX] [XX] [XX] [XX] [XX] [XX] [XX] The Benefit Period is 00 IS [XX] [XX] [XX] [XX] [XX] At or after age 75 12 months [Lifetime Extension for Total Disability] [If the X55 Benefit Period is selected, use the following section.] If You become Totally Disabled before Age 65 and remain continuously Totally Disabled to the end of the Benefit Period, We will then pay a percentage of the Monthly Benefit each month for the rest of Your life while You are Totally Disabled. We will base the percentage of Monthly Benefit on Your Age when You become Totally Disabled as shown in the table below. For purposes of this table, We will use the amount of Monthly Benefit that is payable for Total Disability in the last month of the Benefit Period. This Schedule Page replaces any previously issued Schedule Page. 18ID Schedule Page Date: [##/##/##/##]

	Berkshire Life Insurance Compa	ny of America, Pittsfield, MA	
	Schedule Page [1a/1	b/1c/1d/1e/1f/1g]	
Insured: Policyowner: Loss Payee:	[ABCDEFGHIJKLMNOPQRSTUVW [ABCDEFGHIJKLMNOPQRSTUVW [ABCDEFGHIJKLMNOPQRSTUVW	XYZ123456789] Policy Date:	r: [Z1234567 [##/##/##/
	for Total Disability applies only to the Monthl ner rider included with the Policy.	y Benefit. It does not extend the	Benefit Period for the
		Percentage of Month payable afte	
If T	otal Disability starts:	the Benefit Period	
Pri	or to Age 56	100%	
	or after Age 56 but before Age 57	90%	
At	or after Age 57 but before Age 58	80%	
At	or after Age 58 but before Age 59	70%	
	or after Age 59 but before Age 60	60%	
	or after Age 60 but before Age 61	50%	
	or after Age 61 but before Age 62	40%	
	or after Age 62 but before Age 63	30%	
	or after Age 63 but before Age 64	20%	
At	or after Age 64 but before Age 65	10%	
[If the I 60 Benefit F	Period is selected, use the following section.]		
of the Policy and do	ses not apply to any optional benefit rider.]	Disabled. This extension applie:	65, We will then extend s only to the basic benefits
o, the Policy and do		Disabled. This extension applie:	

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DEFINITIONS	
PROVISIONS RELATING TO BI	ENEFITS7
Total Disability Benefit	
Concurrent Disability	
Waiver of Elimination Period	
	y
	USPENSION
	ent
	NS10
Exclusions	
	ted States or Canada
	LAIMS
	LANKO
	Obtain Appropriate Medical Care
PROVISIONS RELATING TO PI	REMIUM AND RENEWAL
	Expiration Date
	SIONS
Misstatements of Age or Gender	
vvalver of Policy Provisions	
	nown in the Schedule Page and is described in the rider forms attached to the Policy. ance Company of America at 1-800-819-2468 with any questions about the Policy.





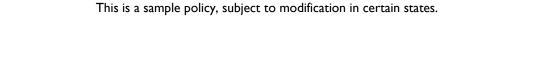
Occupation Class Occupation Class means the classification We select based on occupational risk. It is Physician Physician means a person who is licensed by law in the state in which he or she pr Doctor of Osteopathy and is acting within the scope of that license to treat Injury or Disability. A Physician cannot be: • You and/or the Policyowner; or • anyone related to You and/or the Policyowner's household; or • Your and/or the Policyowner's business or professional partner, employee e • any person who has a financial affiliation or business interest with You and. If Your Disability is due to a Mental and/or Substance-Related Disorder, the Physici psychiatrist or a licensed doctoral level psychologist.	actices as a Medical Doctor or Sickness that results in a or employer; or or the Policyowner.
Physician means a person who is licensed by law in the state in which he or she pr Doctor of Osteopathy and is acting within the scope of that license to treat Injury or Disability. A Physician cannot be: You and/or the Policyowner; or anyone related to You and/or the Policyowner by blood or marriage; or a member of Your and/or the Policyowner's household; or Your and/or the Policyowner's business or professional partner, employee any person who has a financial affiliation or business interest with You and If Your Disability is due to a Mental and/or Substance-Related Disorder, the Physici psychiatrist or a licensed doctoral level psychologist.	Sickness that results in a or employer; or or the Policyowner.
psychiatrist or a licensed doctoral level psychologist.	an must be a licensed
Policy	
Policy means the legal contract between the Policyowner and Us. The entire contract application(s), Schedule Pages, and any attached riders, amendments, and endorser	
Policyowner Policyowner is the person or entity named as Policyowner in the Schedule Page. The renew the Policy, to request a change in Coverage, to change the Loss Payee, and to	
Policy Anniversary Policy Anniversary is the yearly anniversary of the Policy Date while the Policy remain	ns in force.
Policy Date The Policy Date is the date from which premiums are calculated and become due. I Page.	is shown in the Schedule
Pre-existing Condition Pre-existing Condition means a physical or mental condition: that was misrepresented or not disclosed in the application; and for which You received professional medical advice, diagnosis or treatment w Effective Date; or that caused symptoms within one year before the Effective Date for which a p seek professional medical advice, diagnosis or treatment. 	
Premium Term Premium Term is shown in the Schedule Page. It is the frequency of premium payme	nts
Sickness Sickness means an illness or disease that first manifests itself on or after the Effective force.	
18ID Page 5	

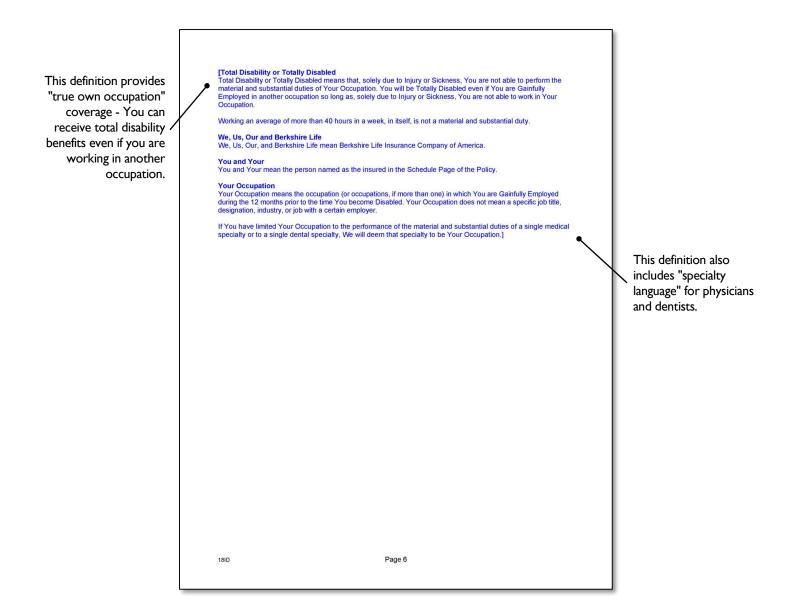
The policy will contain one definition of total disability. This version provides two years of "own occupation" coverage - You can receive total disability benefits as long as you are not working. After two years, the definition becomes "any occupation" coverage.

/	[Total Disability or Totally Disabled Until We have paid benefits for two years in the same claim, Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation and You are not Gainfully Employed.
	Thereafter, Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Any Occupation.
	Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty.
	Any Occupation means any occupation for which You are or become reasonably suited by Your education, training, or experience.
	We, Us, Our and Berkshire Life We, Us, Our, and Berkshire Life mean Berkshire Life Insurance Company of America.
	You and Your You and Your mean the person named as the insured in the Schedule Page of the Policy.
	Your Occupation Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled. Your Occupation does not mean a specific job title, designation, industry, or job with a certain employer.]
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This definition of total disability provides two [Total Disability or Totally Disabled Until We have paid benefits for two years in the same claim, Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation. You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation. years of "true own occupation" coverage -You can receive total Thereafter, Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation and You are not Gainfully Employed. disability benefits even if you are working in Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty. another occupation. We, Us, Our and Berkshire Life We, Us, Our, and Berkshire Life mean Berkshire Life Insurance Company of America. After two years, the definition becomes You and Your You and Your mean the person named as the insured in the Schedule Page of the Policy. "own occupation" and Your Occupation Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled. Your Occupation does not mean a specific job title, designation, industry, or job with a certain employer.] not working. Page 6 18ID

This definition of total [Total Disability or Totally Disabled Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation. You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation. disability provides "true own occupation" Working an average of more than 40 hours in a week, in itself, is not a material and substantial duty. coverage - You can We, Us, Our and Berkshire Life We, Us, Our, and Berkshire Life mean Berkshire Life Insurance Company of America. receive total disability benefits even if you are You and Your You and Your mean the person named as the insured in the Schedule Page. working in another Your Occupation Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled. Your Occupation does not mean a specific job title, designation, industry, or job with a certain employer.] occupation. Page 6 18ID



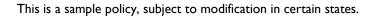


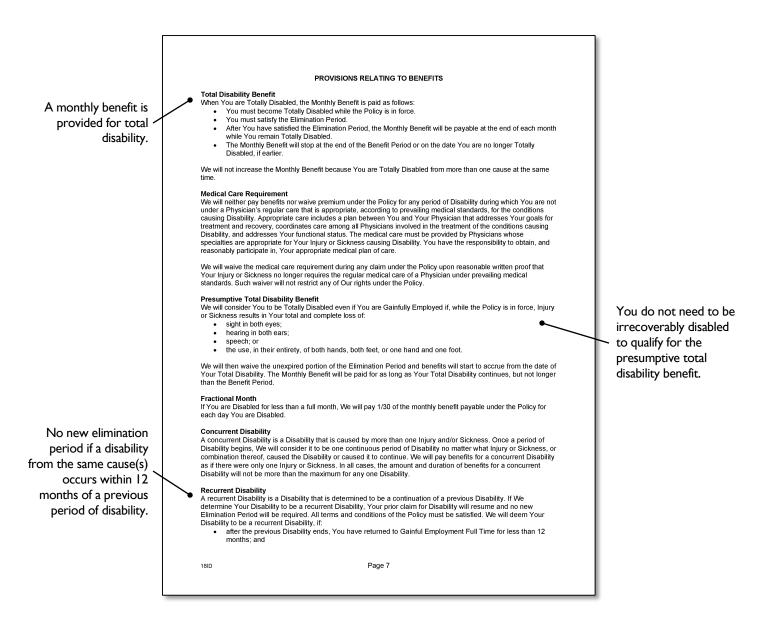
This definition provides "true own occupation" coverage - You can receive total disability benefits even if you are working in another occupation.

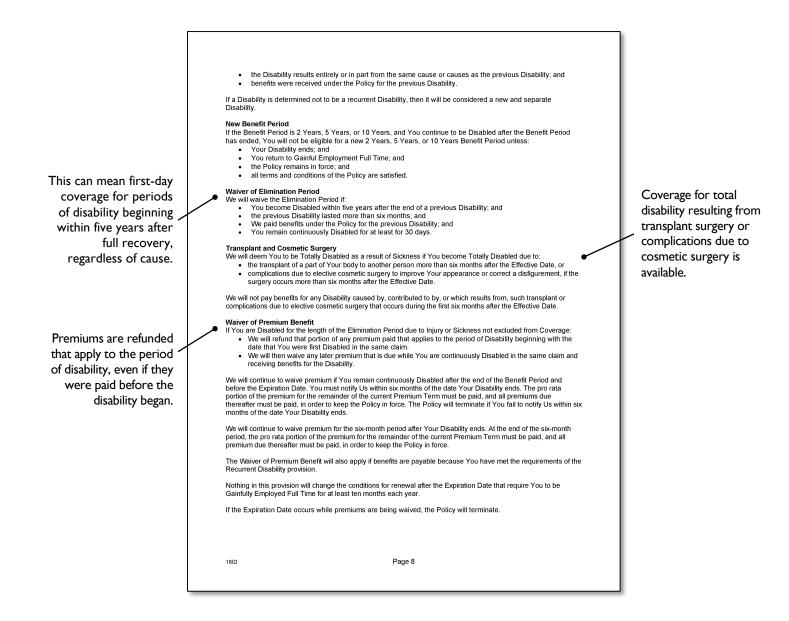
material and subs	or Totally Disabled Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the tantial duties of Your Occupation. You will be Totally Disabled even if You are Gainfully her occupation so long as, solely due to Injury or Sickness, You are not able to work in Your
from Hands-on P	n is limited to a Medical Doctor or Doctor of Osteopathy and more than 50% of Income is earned atient Care, We will consider You to be Totally Disabled even if You are Gainfully Employed in nother occupation so long as, solely due to Injury or Sickness, You are not able to provide Care.
medical a	n Patient Care means meeting with a patient in a clinical setting for the purposes of providing dvice, evaluation, diagnosis, or treatment, that You regularly and personally provide, during the s prior to Your Disability.
from performing \$	n is limited to a Medical Doctor or Doctor of Osteopathy and more than 50% of Income is earned surgical Procedures, We will consider You to be Totally Disabled even if You are Gainfully practice or another occupation so long as, solely due to Injury or Sickness, You are not able to Procedures.
by You in You regu	Procedures means the medical interventions involving an incision with instruments performed a clinical or hospital setting normally involving anesthesia and/or respiratory assistance, that larly perform, during the 12 months prior to Your Disability. These procedures can be performed an inpatient or outpatient basis. Providing hypodermic injections, in itself, is not a Surgical e.
Working an avera	ge of more than 40 hours in a week, in itself, is not a material and substantial duty.
We, Us, Our and We, Us, Our, and	Berkshire Life Berkshire Life mean Berkshire Life Insurance Company of America.
You and Your You and Your me	an the person named as the insured in the Schedule Page of the Policy.
during the 12 mor	n means the occupation (or occupations, if more than one) in which You are Gainfully Employed ths prior to the time You become Disabled. Your Occupation does not mean a specific job title, stry, or job with a certain employer.]

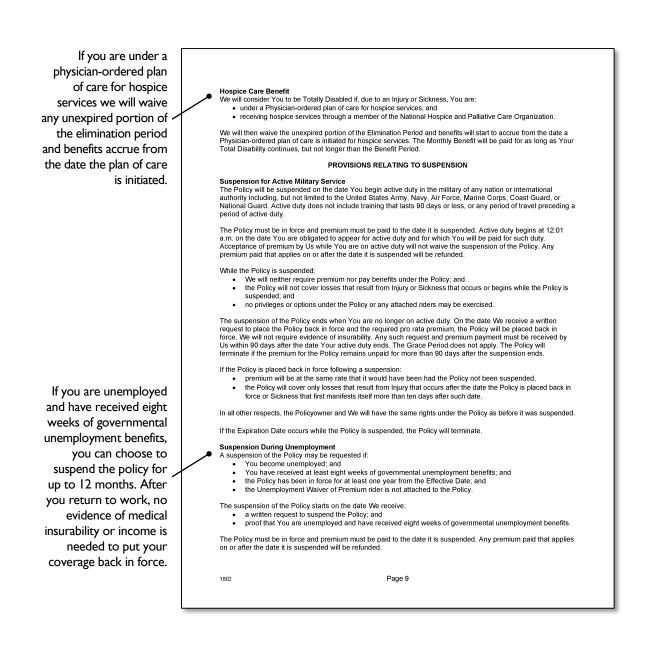
includes an enhanced definition for a Medical Doctor or Doctor of Osteopathy.

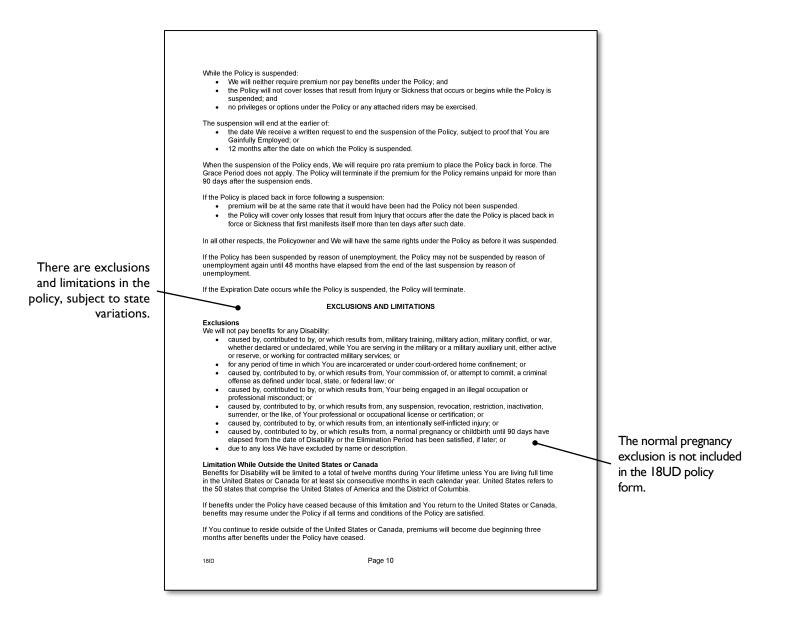
This definition also











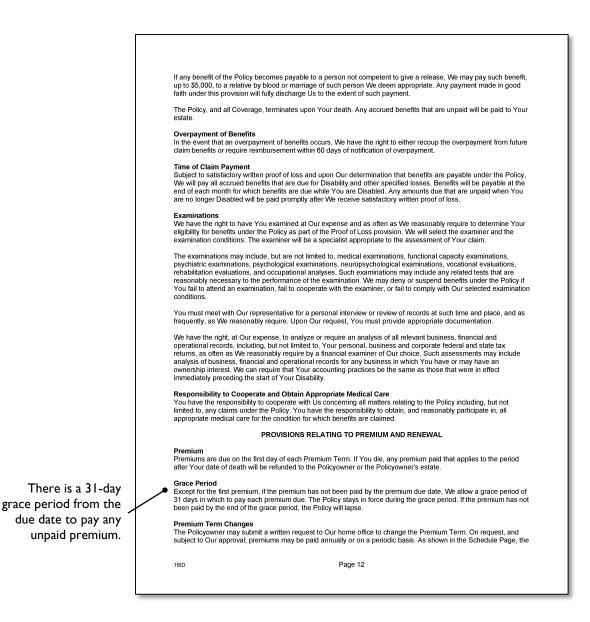
The policy may have no limitation, a 6month limitation, or a 24-month limitation for mental and /or substance related disorders. If the policy has a limitation, it will be shown in the Schedule Page.

	Pre-existing Condition Limitation Ne will not cover any loss that begins in the first two years after the Effective Date from a Pre-existing Condition.
I F I	Vental and/or Substance-Related Disorders Benefit Limitation f the Policy includes a Mental and/or Substance-Related Disorders Benefit Limitation, it is shown in the Schedule Page. Under this limitation, benefits We pay for a Disability caused by, contributed to by, or which results from, a Vental and/or Substance-Related Disorder are limited during Your lifetime to the number of months specified in he Schedule Page.
1	After We have paid benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder for the number of months specified in the Schedule Page, We will not pay benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder inless You are: • continuously confined in a Hospital for treatment of a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder; and • under the regular care of a Physician.
	Jnder no circumstance will We pay benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder that We have excluded by name or description.
	This limitation will not apply to Catastrophic Disability due to a Cognitive Impairment, as defined in the Basic Catastrophic Disability Benefit Rider or Enhanced Catastrophic Disability Benefit Rider, if attached to the Policy.
	PROVISIONS RELATING TO CLAIMS
۱	Authorization Ne will require an authorization, without alterations, signed by You, or Your duly authorized legal representative, or Us to obtain information, as often as is reasonably necessary.
	Notice of Claim You must give Us written notice of claim within 30 days after any loss covered by the Policy occurs or begins, or as soon after that as is reasonably possible. Written notice of claim, with complete information to identify You, will be sufficient if provided to Us at Our home office, 700 South Street, Pittsfield, MA 01201.
	Claim Forms When We receive written notice of claim, We will send claim forms for filing proof of loss. Claim forms must be completed, signed and returned to Us, and are a required part of proof of loss. If We do not send You such forms within 15 days after receiving written notice of claim, You may submit a written statement within the time provided in he Policy for filing proof of loss, which provides the nature and extent of the loss for which a claim is made.
`	Proof of Loss You must provide Us with written proof of loss at Our home office for any loss within 90 days after the end of each monthly period for which benefits are claimed. All losses must occur while the Policy is in force.
l	We can require any proof that We consider necessary to evaluate Your claim. Such proof may include, but is not imited to, medical records, employment records, business records, evidence of Your Prior Income and Current ncome, financial records, and any other information necessary for Us to evaluate Your claim.
ç	f You cannot give Us written proof of loss within the prescribed time, We will not deny or reduce Your claim if You give Us written proof of loss as soon as reasonably possible. Under no circumstance will We pay benefits if written proof of loss is delayed for more than one year, unless You have lacked legal capacity.
1	Payment of Claim All terms and conditions of the Policy must be satisfied in order for benefits to become payable. After all required proof of loss is provided and the claim is approved by Us, benefits due under the Policy will be paid to the Loss Payee.
	Page 11

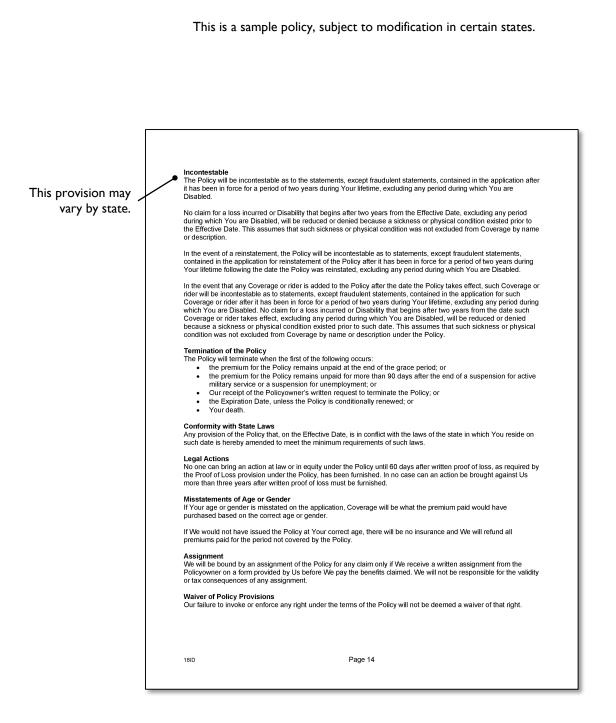
These important provisions of the policy outline how to file a claim for benefits, what information may be required for our evaluation of the claim and how benefits are paid.

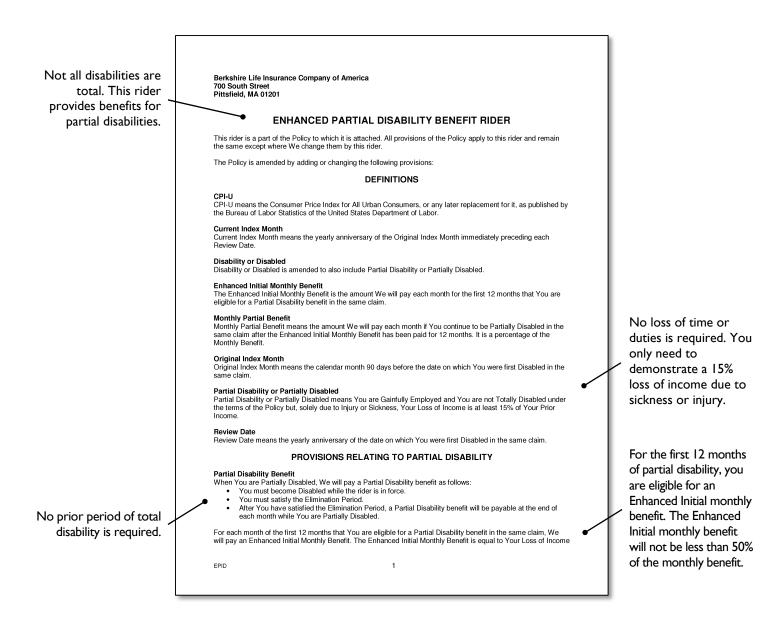
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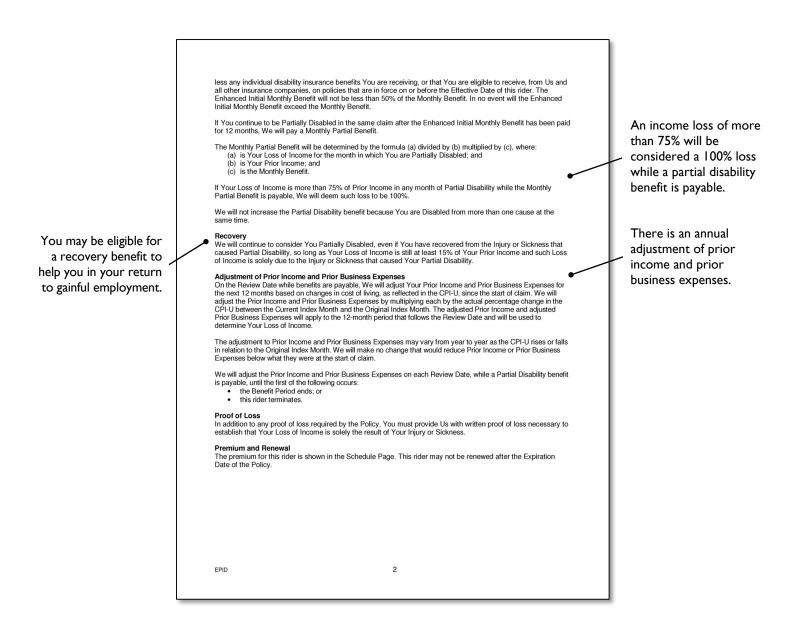
Page 11



Premium Terms available are annual, semiannual, quarterly, or monthly. Any change to the Premium Term will begin with the next premium due date. We will not allow any change that would result in any premium not being due Coverage may on a Policy Anniversary. continue after the Conditional Renewal After The Expiration Date After the Expiration Date, the Policy may be conditionally renewed on each Policy Anniversary, if: policy expires if You are not Disabled; and You are Gainfully Employed Full Time for at least ten months each year; and the premium is paid on time; and the Policy is in force up to the Expiration Date. certain conditions are met. Coverage that If the Policyowner renews the Policy after the Expiration Date, We can require satisfactory written proof that You have continued to be Gainfully Employed Full Time for at least ten months each year. Upon Our approval, We will continues is for total disability only. issue a new Schedule Page The only Coverage that will continue after the Expiration Date is for Total Disability, unless otherwise stated. The Benefit Period after the Expiration Date is shown in the Schedule Page. The premium at each renewal will be based on Our premium rates in effect for Your Age, gender, Class of Risk, Occupation Class, any special class rating under the Policy, and other factors We are adding on a class basis at that time. 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 refunded. Reinstatement If the Policy has lapsed at the end of the grace period, the Policyowner can apply to reinstate the Policy by completing an application for reinstatement and paying all overdue premium. We must receive the application within six months of the date the Policy lapsed. We may require satisfactory evidence of insurability to reinstate the Policy. If We approve the application, the Policy will be placed back in force on the date of such approval. If We refuse to reinstate the Policy, We will refund the overdue premium. If We have neither approved nor refused the application in writing within 45 days after receipt of such application and overdue premium, the Policy will be reinstated on that 45th day. The Policy will be reinstated as of the date We accept a premium if We do not require an application. The reinstated Policy will cover only losses that result from Injury that occurs after the date of reinstatement or Sickness that first marifests itself more than ten days after such date. In all other respects, the Policyowner and We will have the same rights under the Policy as before it lapsed, subject to any provisions endorsed on or attached to the Policy in connection with reinstatement. GENERAL CONTRACT PROVISIONS Consideration We have issued the Policy in consideration of the representations in the application and payment of the first premium. A copy of the application is attached and is a part of the Policy. When the Policy is Effective The Policy takes effect at 12:01 a.m. on the Effective Date and terminates at 11:59 p.m. on the date on which the Policy terminates The Contract The Policy with any application(s), Schedule Pages, and any attached riders, amendments, and endorsements make up the entire contract. No change in the Policy will be valid unless it has been endorsed on, or attached to, the Policy in writing by the president, a vice president, or the secretary of Berkshire Life. No agent or broker has authority to change the Policy or waive any of its provisions. Page 13 18ID







TERMINATION Termination of the Partial Disability Benefit Benefits for Partial Disability will no longer be payable when the first of the following occurs: Vou are no longer Partially Disabled; or Your Loss of Income is no longer solely 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 You become Totally Disabled; or the Benefit Period ends; or . this rider terminates

 Termination of Enhanced Partial Disability Benefit Rider

 This rider terminates when the first of the following occurs:

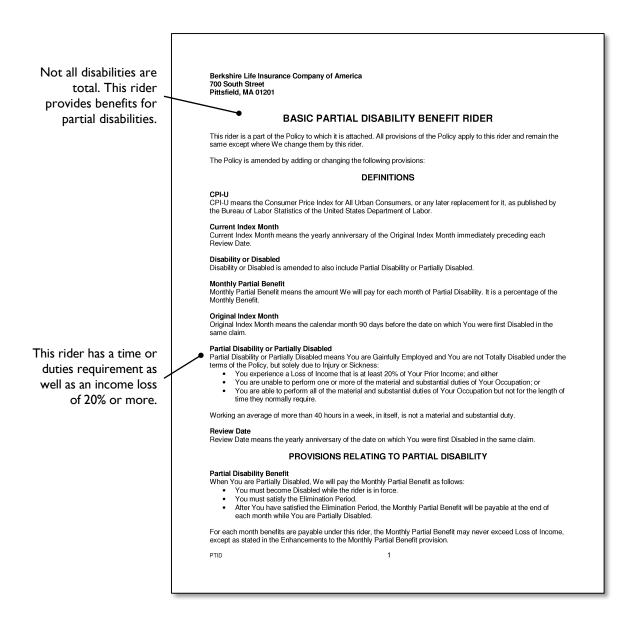
 • the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or

 • the premium for this rider remains unpaid for more than 31 days; or

 • Our receipt of the Policyowner's written request to terminate this rider; or

 • the Policy terminates.

 Berkshire Life Insurance Company of America Sen D. Quinn Secretary EPID 3



We will not increase the Monthly Partial Benefit because You are Disabled from more than one cause at the same This rider pays a Payment of Monthly Partial Benefit The Monthly Partial Benefit will be determined by the formula (a) divided by (b) multiplied by (c), where: benefit proportionate (a) is Your Loss of Income for the month in which You are Partially Disabled; and (b) is Your Prior Income; and to the loss of income. (c) is the Monthly Benefit For the first 6 months, Enhancements to Monthly Partial Benefit we will consider your During the first six months in which the Monthly Partial Benefit is payable, We will deem Your Loss of Income to be 50% of Your Prior Income or the actual percentage of loss, if greater. There is an annual loss of income to be adjustment of prior If Your Loss of Income is more than 75% of Prior Income in any month of Partial Disability while the Monthly Partial Benefit is payable, We will deem such loss to be 100%. 50% or the actual income and prior percentage of income Adjustment of Prior Income and Prior Business Expenses On the Review Date while the Monthly Partial Benefit is payable, We will adjust Your Prior Income and Prior Business Expenses for the next 12 months based on changes in cost of living, as reflected in the CPI-U, since the start of claim. We will adjust the Prior Income and Prior Business Expenses by multiplying each by the actual percentage change in the CPI-U between the Current Index Month and the Original Index Month. The adjusted Prior Income and adjusted Prior Business Expenses will apply to the 12-month period that follows the Review Date and will be used to determine Varel berget. business expenses. loss, if greater. 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. Your Prior Income or Prior Business Expenses will not be reduced below This rider provides a what they were at the start of claim lump sum recovery We will adjust the Prior Income and Prior Business Expenses on each Review Date, while the Monthly Partial Benefit is payable, until the first of the following occurs:
 a recovery benefit is payable; or benefit of 2 times the • the Benefit Period ends: or monthly benefit if your this rider terminates. disability ends within 12 **Recovery Benefit** We will pay a recovery benefit following a period of Partial Disability, if: • Your Disability ends within 12 months after You have satisfied the Elimination Period; and months of the end of You are Gainfully Employed Full Time immediately after Your Partial Disability ends the elimination period The recovery benefit is a lump sum payment equal to the Monthly Benefit multiplied by two. If, after a recovery benefit has been paid, You become Disabled, and Your Disability is deemed a recurrent Disability, any benefits then paid will be reduced by the recovery benefit. and you are gainfully employed full time after your partial disability. Only one recovery benefit will be paid in the same claim No loss of income is Proof of Loss In addition to any proof of loss required by the Policy, You must provide Us with written proof of loss necessary to establish that Your Loss of Income is solely the result of Your Injury or Sickness. required to receive this recovery benefit. Premium and Renewal The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the Expiration Date of the Policy. PTID 2

TERMINATION Termination of Monthly Partial Benefit The Monthly Partial Benefit will no longer be payable when the first of the following occurs: You are no longer Partially Disabled; or Your Loss of Income is no longer solely the result of Injury or Sickness; or You become Totally Disabled; or the Benefit Period ends; or this rider terminates.

 Termination of Basic Partial Disability Benefit Rider

 This rider terminates when the first of the following occurs:

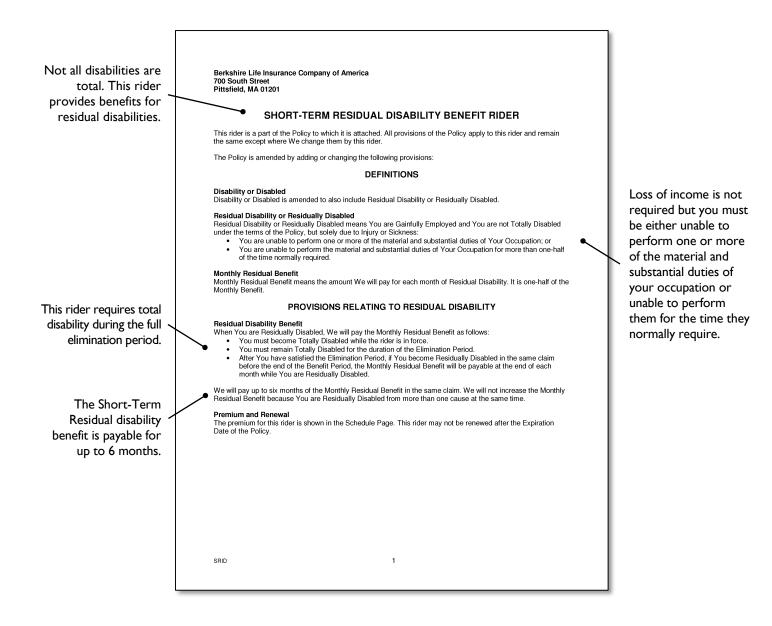
 • the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or

 • the premium for this rider remains unpaid for more than 31 days; or

 • Our receipt of the Policyowner's written request to terminate this rider; or

 • the Policy terminates.

 Berkshire Life Insurance Company of America Seen D. Quinn Secretary PTID 3



TERMINATION

 Termination of Monthly Residual Benefit

 The Monthly Residual Benefit will no longer be payable when the first of the following occurs:

 You are no longer Residually Disabled; or

 the Monthly Residual Benefit has been paid for six months in the same claim; or

 the Benefit Period ends; or

 You become Totally Disabled; or

 this rider terminates.

 Termination of Short-Term Residual Disability Benefit Rider

 This rider terminates when the first of the following occurs:

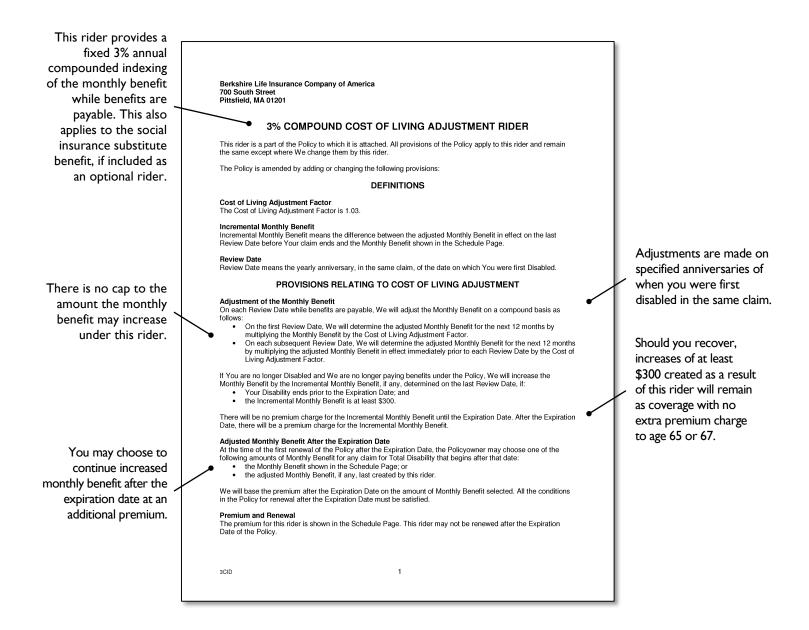
 • the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or

 • the premium for this rider remains unpaid for more than 31 days; or

 • Our receipt of the Policyowner's written request to terminate this rider; or

 • the Policy terminates.

 Berkshire Life Insurance Company of America Sean D. Quinn Secretary SRID 2



TERMINATION Termination of Cost of Living Adjustment We will adjust the Monthly Benefit on each Review Date until the first of the following occurs: • benefits are no longer being paid under the Policy for Your Disability; or • the Benefit Period ends; or • this rider terminates.

 Termination of 3% Compound Cost of Living Adjustment Rider

 This rider terminates when the first of the following occurs:

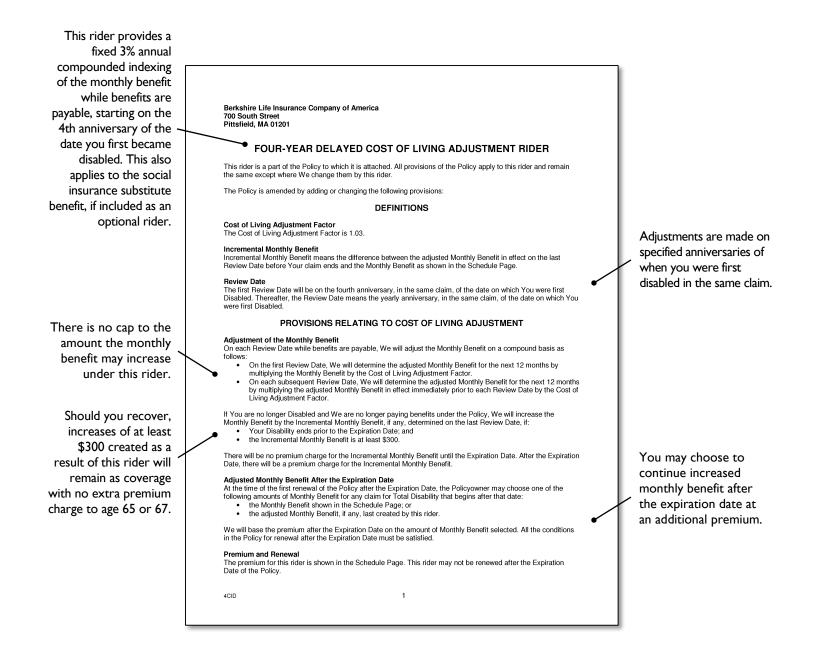
 • the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or

 • the premium for this rider remains unpaid for more than 31 days; or

 • Our receipt of the Policyowner's written request to terminate this rider; or

 • the Policy terminates.

 Berkshire Life Insurance Company of America Sean D. Quinn Secretary 2 3CID



TERMINATION Termination of Cost of Living Adjustment We will adjust the Monthly Benefit on each Review Date until the first of the following occurs: • benefits are no longer being paid under the Policy for Your Disability; or • the Benefit Period ends; or • this rider terminates.

 Termination of Four-Year Delayed Cost of Living Adjustment Rider

 This rider terminates when the first of the following occurs:

 • the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or

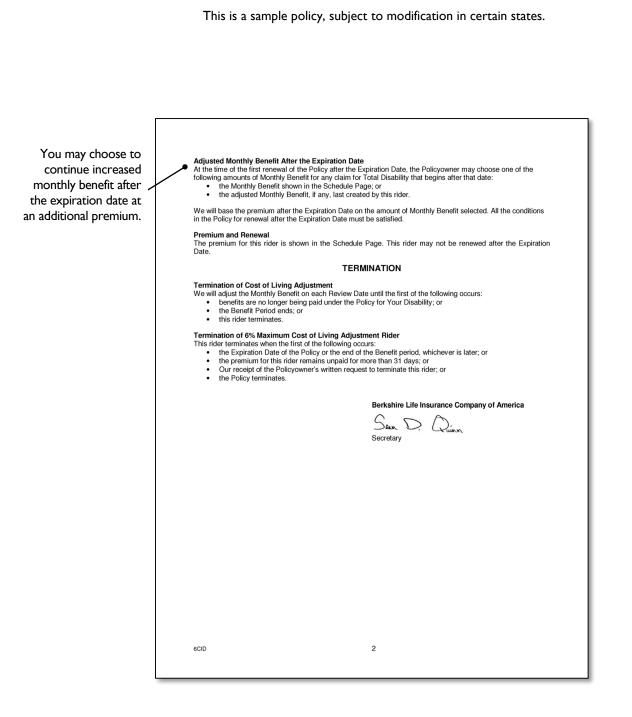
 • the premium for this rider remains unpaid for more than 31 days; or

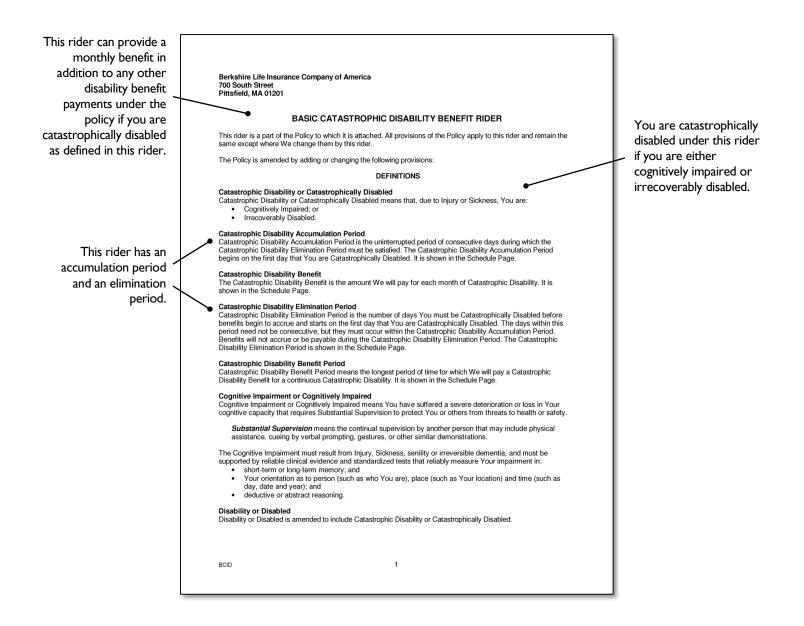
 • Our receipt of the Policyowner's written request to terminate this rider; or

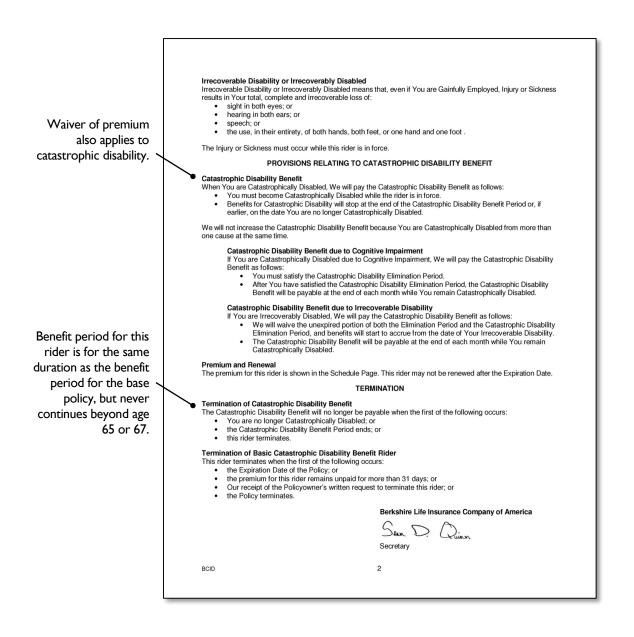
 • the Policy terminates.

 Berkshire Life Insurance Company of America Sean D. Quinn Secretary 2 4CID

This rider provides annual compounded indexing of the monthly benefit while benefits are payable, tied to changes Berkshire Life Insurance Company of America 700 South Street Pittsfield, MA 01201 in the CPI-U that will never be less than 3% or more than 6%. This also 6% MAXIMUM COST OF LIVING ADJUSTMENT RIDER applies to the social 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. insurance substitute The Policy is amended by adding or changing the following provisions: benefit, if included as an DEFINITIONS optional rider. Cost of Living Adjustment Factor Cost of Living Adjustment Factor for each Review Date is determined by dividing the CPI-U for the Current Index Month by the CPI-U for the Prior Index Month. The Cost of Living Adjustment Factor will never be less than 1.03 or more than 1.06. 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 calendar month 90 days before each Review Date Incremental Monthly Benefit Incremental Monthly Benefit means the difference between the adjusted Monthly Benefit in effect on the last Review Date before Your claim ends and the Monthly Benefit as shown in the Schedule Page. Prior Index Month Prior Index Month means, on each Review Date, the calendar month one calendar year prior to the Current Index Month. Adjustments are made on the specified anniversaries **Review Date** Review Date means the yearly anniversary, in the same claim, of the date on which You were first Disabled. of when you were first There is no cap to the PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT disabled in the same claim. amount the monthly Adjustment of the Monthly Benefit On each Review Date while benefits are payable, We will adjust the Monthly Benefit on a compound basis based on changes in cost of living, as reflected in the CPI-U, as follows: • On the first Review Date, We will determine the adjusted Monthly Benefit for the next 12 months by benefit may increase under this rider. On the hist review Date, we win determine the adjusted Monthly Benefit for the next 12 months by multiplying the Monthly Benefit by the Cost of Living Adjustment Factor. On each subsequent Review Date, We will determine the adjusted Monthly Benefit for the next 12 months by multiplying the adjusted Monthly Benefit in effect immediately prior to each Review Date by the Cost of Living Adjustment Factor. Any adjustment to the Monthly Benefit may vary from year to year as the CPI-U rises or falls, but will never be less than 3% or more than 6%. If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Benefit of the Policy by the Incremental Monthly Benefit, if any, determined on the last Review Date, if:
 • Your Disability ends prior to the Expiration Date; and the Incremental Monthly Benefit is at least \$300. There will be no premium charge for the Incremental Monthly Benefit until the Expiration Date. After the Expiration Date, there will be a premium charge for the Incremental Monthly Benefit 6CID 1







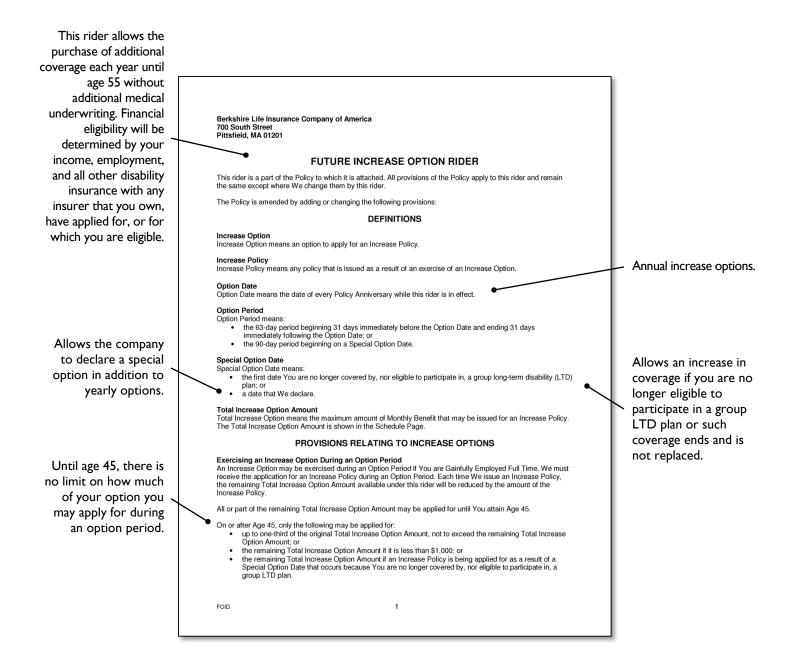
This rider can provide a monthly benefit in Berkshire Life Insurance Company of America 700 South Street Pittsfield, MA 01201 addition to any other disability benefit payments under the ENHANCED CATASTROPHIC DISABILITY BENEFIT RIDER policy if you are This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider. catastrophically disabled as defined by this rider. The Policy is amended by adding or changing the following provisions: DEFINITIONS Activities of Daily Living Activities of Daily Living means Bathing, Dressing, Eating, Transferring, Toileting, and Continence: Bathing means the ability to bathe, either in a tub or shower or by sponge bath, with or without adaptive devices, including the task of getting into or out of the tub or shower. Dressing means the ability to put on and take off all items of clothing, and any medically necessary braces, fasteners or other equipment or prosthetic devices You usually wear Eating means the ability to get nourishment into Your body by any means, including intravenously or by a feeding tube. Transferring means the ability to move in and out of a chair or bed with or without equipment such as canes or quad canes, walkers, crutches, grab bars, or other support devices including mechanical or motorized devices. Toileting means getting to and from the toilet, getting on and off the toilet, and performing associated You are catastrophically personal hygiene disabled under this rider Continence means the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for a catheter or colostomy bag. if you are unable to perform two or more Catastrophic Disability or Catastrophically Disabled Catastrophic Disability or Catastrophically Disabled means that, due to Injury or Sickness, You are: • unable to perform two or more of the Activities of Daily Living without Human Standby Assistance; or activities of daily living, or are cognitively Cognitively Impaired; or Irrecoverably Disabled. impaired, or are Catastrophic Disability Accumulation Period The Catastrophic Disability Accumulation Period is the uninterrupted period of consecutive days during which the Catastrophic Disability Elimination Period must be satisfied. The Catastrophic Disability Accumulation Period irrecoverably disabled. begins on the first day that You are Catastrophically Disabled. It is shown in the Schedule Page. Catastrophic Disability Adjustment Factor Catastrophic Disability Adjustment Factor is equal to 1.03. Catastrophic Disability Benefit The Catastrophic Disability Benefit is the amount We will pay for each month of Catastrophic Disability. It is shown in the Schedule Page. Catastrophic Disability Elimination Period Catastrophic Disability Elimination Period is the number of days You must be Catastrophically Disabled before ECID 1

This is a sample policy, subject to modification in certain states. benefits begin to accrue and starts on the first day that You are Catastrophically Disabled. The days within this period need not be consecutive, but they must occur within the Catastrophic Disability Accumulation Period. Benefits will not accrue or be payable during the Catastrophic Disability Elimination Period. The Catastrophic Disability Elimination Period is shown in the Schedule Page. Adjustments are made on the anniversary of when you were first Catastrophic Disability Benefit Period Catastrophic Disability Benefit Period means the longest period of time for which We will pay a Catastrophic Disability Benefit for a continuous Catastrophic Disability. It is shown in the Schedule Page. catastrophically disabled in the same claim. Catastrophic Disability Review Date Catastrophic Disability Review Date means the yearly anniversary, in the same claim, of the date on which You were first Catastrophically Disabled. Cognitive Impairment or Cognitively Impaired Cognitive Impairment or Cognitively Impaired means You have suffered a severe deterioration or loss in Your cognitive capacity that requires Substantial Supervision to protect You or others from threats to health or safety. Substantial Supervision means the continual supervision by another person that may include physical assistance, cueing by verbal prompting, gestures, or other similar demonstrations. The Cognitive Impairment must result from Injury, Sickness, senility or irreversible dementia, and must be supported by reliable clinical evidence and standardized tests that reliably measure Your impairment in: Short-term or long-term memory; and Your orientation as to person (such as who You are), place (such as Your location) and time (such as day, date and year); and deductive or abstract reasoning. **Disability or Disabled** Disability or Disabled is amended to also include Catastrophic Disability or Catastrophically Disabled. Human Standby Assistance Human Standby Assistance means the presence of another person within arm's reach of You that is necessary to prevent, by physical intervention, injury to You in the performance of an Activity of Daily Living, or to provide cueing by verbal prompting to assist You in the performance of an Activity of Daily Living. The catastrophic Irrecoverable Disability or Irrecoverably Disabled Inrecoverable Disability or Inrecoverably Disabled means that, even if You are Gainfully Employed, Injury or Sickness results in Your total, complete, and irrecoverable loss of: • sight in both eyes; or disability benefit will increase 3% each year . hearing in both ears; or speech; or while you remain the use, in their entirety, of both hands, both feet, or one hand and one foot. catastrophically disabled, The Injury or Sickness must occur while this rider is in force. but increases may not Maximum Monthly Catastrophic Disability Benefit Maximum Monthly Catastrophic Disability Benefit is equal to two times the Catastrophic Disability Benefit shown in the Schedule Page. exceed 2 times your original catastrophic disability benefit amount. 2 ECID

Waiver of Premium also applies to PROVISIONS RELATING TO CATASTROPHIC DISABILITY BENEFIT catastrophic disability. Catastrophic Disability Benefit When You are Catastrophically Disabled, We will pay the Catastrophic Disability Benefit as follows: You must become Catastrophically Disabled while the rider is in force. You must satisfy the Catastrophic Disability Elimination Period. . After You have satisfied the Catastrophic Disability Elimination Period, the Catastrophic Disability Benefit will be payable at the end of each month while You remain Catastrophically Disability Benefits for Catastrophic Disability will stop at the end of the Catastrophic Disability Benefit Period or, if earlier, on the date You are no longer Catastrophically Disabled. We will not increase the Catastrophic Disability Benefit because You are Catastrophically Disabled from more than one cause at the same time. Cost of Living Adjustment of the Catastrophic Disability Benefit On each Catastrophic Disability Review Date while the Catastrophic Disability Benefit is payable, We will adjust the Catastrophic Disability Benefit on a compound basis as follows: On the first Catastrophic Disability Review Date, We will determine the adjusted Catastrophic Disability Benefit for the next 12 months by multiplying the Catastrophic Disability Benefit by the Catastrophic Disability Adjustment Factor. On each subsequent Catastrophic Disability Beview Date. We will determine the adjusted Catastrophic Disability penetit for the next 12 months by multiplying the adjusted Catastrophic Disability Benefit in efficient immediately prior to each Catastrophic Disability Review Date by the Catastrophic Disability Adjustment Factor. The adjusted Catastrophic Disability Benefit may not exceed the Maximum Monthly Catastrophic Disability Benefit. Benefits for a Catastrophic Disability are not subject to any other cost of living adjustments under the Policy. Irrecoverable Disability Benefit If You are Irrecoverably Disabled, We will pay benefits as follows:

 We will waive the unexpired portion of both the Elimination Period and the Catastrophic Disability

 Elimination Period, and benefits will start to accrue from the date of Your Irrecoverable Disability Benefit period for this The Catastrophic Disability Benefit will be paid for as long as Your Irrecoverable Disability continues, but not longer than the Catastrophic Disability Benefit Period. rider is for the same Premium and Renewal duration as the benefit The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the Expiration Date. period for the base TERMINATION policy, but never Termination of the Catastrophic Disability Benefit The Catastrophic Disability Benefit will no longer be payable when the first of the following occurs: You are no longer Catastrophically Disabled; or the Catastrophic Disability Benefit Period ends; or continues beyond age 65 or 67. this rider terminates. Termination of Enhanced Catastrophic Disability Benefit Rider This rider terminates when the first of the following occurs: the Expiration Date of the Policy; or the premium for this rider remains unpaid for more than 31 days; or Our receipt of the Policyowner's written request to terminate this rider; or the Policy terminates. Berkshire Life Insurance Company of America Sean D. (Secretary ECID 3



Each Increase Policy applied for during an Option Period will be underwritten to determine the maximum amount of Monthly Benefit available, if any, not to exceed the Total Increase Option Amount. This amount will be

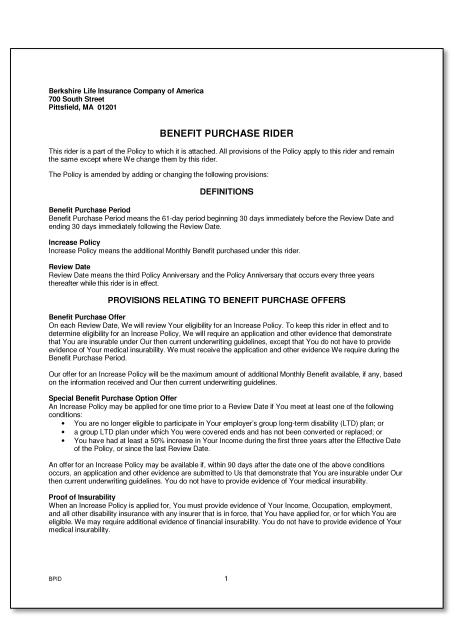
We will issue only one Increase Policy as a result of a Special Option Date while the Policy and this rider are in effect. If We issue an Increase Policy as a result of a Special Option Date, no Increase Option will be available during the next Option Period.

determined by Our underwriting rules in effect on either the Effective Date of the Policy or when an Increase Policy is applied for, whichever are more favorable to You.

If you are disabled during an option period, you may still exercise the option, but any resulting increase in coverage will only be available for a new and separate disability

Your class of risk and occupation class under the increase policy will not be less favorable. Exercising an Increase Option When Disabled or Receiving Disability Benefits An Increase Option may be exercised during an Option Period when You are Disabled or receiving disability benefits from any source. However, an Increase Option may not be exercised as a result of a Special Option Date if You are Disabled or receiving disability benefits from any source. If an Increase Option is exercised when You are Disabled or receiving disability benefits from any source, any Increase Policy will only apply to a new and separate Disability and will not provide a benefit for the current Disability, or recurrent Disability, or current claim for benefits. Your Income for the purpose of exercising an Increase Option when You are Disabled or receiving disability benefits from any source will be based upon Your Income in the 12-month period immediately prior to the onset of Your Disability Proof of Insurability When an Increase Option is exercised, You must provide evidence of Your Income, employment, and all other disability insurance with any insurer that is in force, that has been applied for, or for which You are eligible. We may require additional evidence of financial insurability. You do not have to provide evidence of Your occupation or medical insurability. If an Increase Option is exercised as a result of a Special Option Date because You are no longer covered by, nor eligible to participate in, a group LTD plan, You must also provide evidence of Your eligibility status in a group LTD plan. Increase Policy The Increase Policy will be issued on a separate policy form then being used by Us for new applicants on a regular basis in the place where You live. For purposes of this rider, new applicants are individuals who do not have any coverage in force with Us at the time of application The Increase Policy will include those provisions, benefits, and riders that are part of the Policy if We are then offering them to new applicants in the place where the Increase Policy is issued. The provisions, benefits, and riders of the Increase Policy may be different from the Policy. The Increase Policy will not have a shorter Elimination Period or a longer Maximum Benefit Period than the Policy We will not issue an Increase Policy with less than \$200 of Monthly Benefit. The premium for each Increase Policy will be based on Our premium rates in effect on the date of issue of the Increase Policy, which may vary by state. The premium may also be based on, but not limited to, the following: the Increase Policy amount and any rider that is attached to the Increase Policy; and
Your age on the date of issue of the Increase Policy; and Your gender: and the state and policy form of the Increase Policy; and the Class of Risk, Occupation Class, and any special class rating under the Policy. Your Class of Risk and Occupation Class under the Increase Policy will not be less favorable than under the Policy. If, at the time the Increase Policy is applied for, You submit evidence satisfactory to Us that You qualify for a more favorable Class of Risk and/or Occupation Class than under the Policy, We will apply the more favorable classification to the Increase Policy. 2 FOID

Conditions that are excluded by name or description under the terms of the Policy 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. The premium for any Increase Policy will be waived if premiums are then being waived under the Policy. **Rider Premium** The premium for this rider is shown in the Schedule Page. Each time We issue an Increase Policy, the remaining Total Increase Option Amount available and the premium for this rider will be reduced accordingly. A new Schedule Page will be issued. TERMINATION Termination of Future Increase Option Rider This rider terminates when the first of the following occurs: us nder terminates when the first of the following occurs:
You attain Age 55; or
the Total Increase Option Amount has been issued; or
the premium for this rider remains unpaid for more than 31 days; or
Our receipt of the Policyowner's written request to terminate this rider; or
the Policy terminates. Berkshire Life Insurance Company of America Seen D. Quinn Secretary 3 FOID

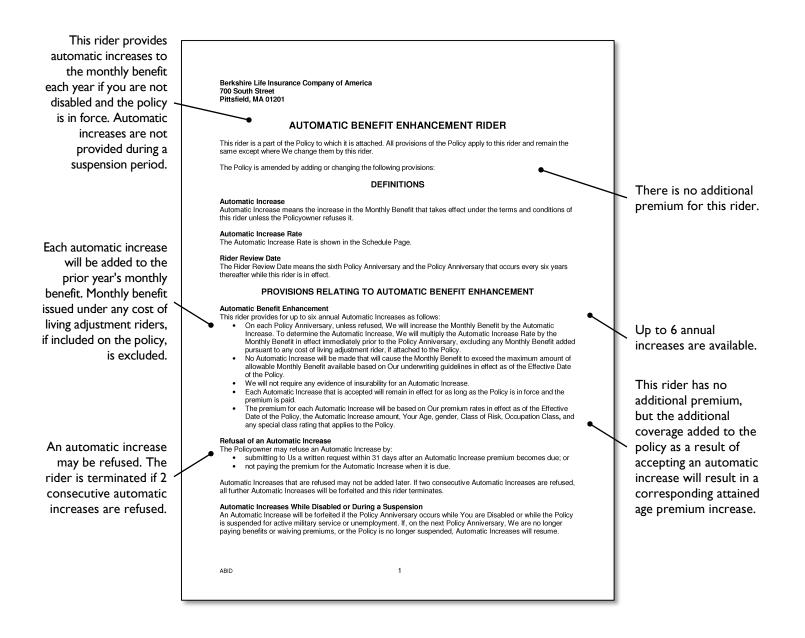


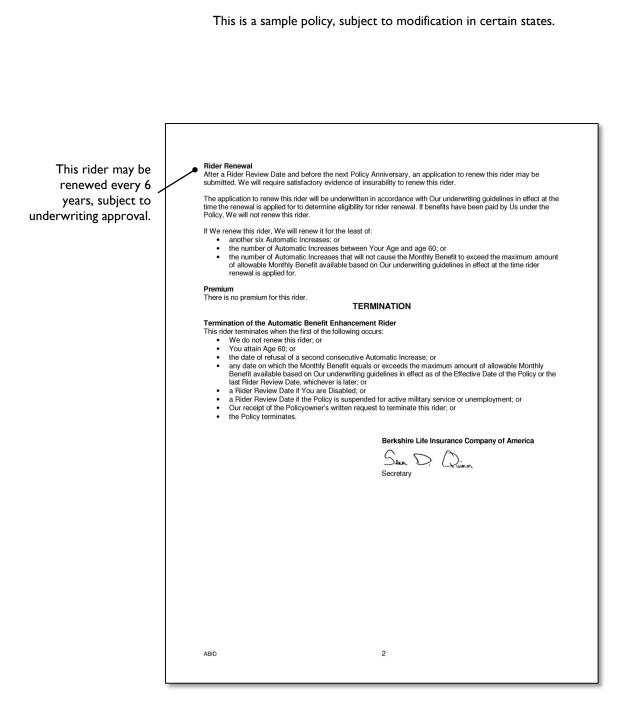
Benefit Purchase Offers When Disabled, Benefits are Payable, or Policy is Suspended You are not eligible for an Increase Policy: when You are Disabled; or
when benefits are payable; or when We are waiving premiums; or
while the Policy is suspended for active military service or unemployment. An Increase Policy may be applied for according to the Benefit Purchase Offer or Special Benefit Purchase Option Offer provisions when:

You are no longer Disabled; and benefits are no longer payable; and We are no longer waiving premiums; and . the Policy is no longer suspended. Increase Policy The Increase Policy will be issued on a separate policy form then being used by Us for new applicants on a regular basis in the place where You live. For purposes of this rider, new applicants are individuals who do not have any disability insurance in force with Us at the time of application. The Increase Policy may not include the same provisions, benefits, and riders as the Policy to which this rider is attached. The Increase Policy will not have a shorter Elimination Period or a longer Maximum Benefit Period than the Policy. We will not issue an Increase Policy with less than \$200 of Monthly Benefit. The premium for each Increase Policy will be based on Our premium rates in effect on the date of issue of the Increase Policy, which may vary by state. The premium may also be based on, but not limited to, the following: • the Increase Policy amount and any rider that is attached to the Increase Policy; and • Your age on the date of issue of the Increase Policy; and Your gender; and the state and policy form of the Increase Policy; and the Class of Risk, Occupation Class, and any special class rating under the Policy. . • Conditions that are excluded by name or description under the terms of the Policy will be excluded under the Increase Policy. In order for an Increase Policy to become effective, We must receive the first premium. Premium There is no premium for this rider. 2 BPID

TERMINATION Termination of Benefit Purchase Rider
This rider terminates when the first of the following occurs:

an application for an Increase Policy and required evidence of insurability are not received during any Benefit Purchase Period; or
less than 50% of Our offer for an Increase Policy is accepted; or
the initial premium for any Increase Policy is not paid; or
Our receipt of the Policyowner's written request to reduce the Monthly Benefit of the Policy to which this rider is attached; or
Our receipt of the Policyowner's written request to terminate this rider; or
You attain Age 55; or
the Policy terminates. Berkshire Life Insurance Company of America Sean D. Quinn Secretary BPID 3





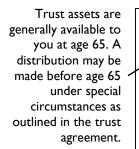
This rider may provide a benefit of a lump sum equal to 35% of all Berkshire Life Insurance Company of America 700 South Street Pittsfield, MA 01201 total, residual, and partial disability benefits paid under the LUMP SUM DISABILITY BENEFIT RIDER policy. The lump sum This rider is a part of the Policy 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. is paid at age 60. The Policy is amended by adding or changing the following provisions: DEFINITIONS Contributing Payments Contributing Payments means any benefits paid under the Policy up to Age 60 for: • Total Disability; and Residual Disability; and Partial Disability. Lump Sum Benefit Amount The Lump Sum Benefit Amount is the amount We will pay under this rider. Non-contributing Payments Non-contributing Payments means any benefits paid under: The Qualifying Amount is Occupational Rehabilitation Benefit: or not a deductible. It is the . Modification and Access Benefit; or Basic Catastrophic Disability Benefit Rider; or amount of accumulated Enhanced Catastrophic Disability Benefit Rider; or Student Loan Protection Rider; or • benefits (contributing Supplemental Benefit Term Rider payments) that must be Qualifying Amount The Qualifying Amount is shown in the Schedule Page. paid to qualify for a Lump Sum benefit. PROVISIONS RELATING TO THE LUMP SUM DISABILITY BENEFIT Lump Sum Disability Benefit We will pay the Lump Sum Benefit Amount as follows: • the Policy and this rider must be in force at Age 60. • the sum of Contributing Payments must be equal to or greater than the Qualifying Amount. at Age 60, We will pay the Lump Sum Benefit Amount in a single payment to the Loss Payee The Lump Sum Benefit Amount is equal to the sum of Contributing Payments multiplied by 35%. Non-contributing Payments will not be considered toward the Qualifying Amount or the calculation of the Lump Sum Benefit Amount. If the sum of Contributing Payments is not at least equal to the Qualifying Amount, no Lump Sum Benefit Amount will be paid. Premium The premium for this rider is shown in the Schedule Page. LSID 1

	TERMINATION
Termina This ride	tion of Lump Sum Disability Benefit Rider r terminates when the first of the following occurs:
•) • t • (he Lump Sum Benefit Amount has been paid; or /ou attain Age 60; or he premium for this rider remains unpaid for more than 31 days; or Jur receipt of the Policyowner's written request to terminate this rider; or he Policy terminates.
	Berkshire Life Insurance Company of America
LSID	2

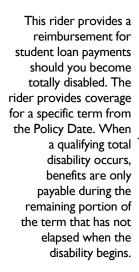
This rider is only available on policies with a To Age 65 or Berkshire Life Insurance Company of America 700 South Street Pittsfield, MA 01201 To Age 67 benefit period. It may provide **GRADED LIFETIME BENEFIT FOR TOTAL DISABILITY RIDER** a monthly benefit that This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider. starts after the expiration date. If you are totally The Policy is amended by adding or changing the following provisions: disabled at the DEFINITIONS expiration date, the Lifetime Monthly Benefit The Lifetime Monthly Benefit is the amount We will pay each month while You remain continuously Totally Disabled in the same claim after the Expiration Date. Lifetime Monthly Benefit is equal to the Monthly Benefit that was payable for Total Disability in the last month of the Benefit Period multiplied by the Lifetime Monthly Benefit Percentage. amount of the Lifetime Benefit will be determined by your age Lifetime Monthly Benefit Percentage Lifetime Monthly Benefit Percentage is determined based upon the following table: at the onset of that If Your continuous Total Disability started: The Lifetime Monthly Benefit Percentage is: continuous period of It Your continuous I total Disability star Prior to Age 46 At or after Age 46, but before Age 47 At or after Age 47, but before Age 48 At or after Age 47, but before Age 50 At or after Age 49, but before Age 50 At or after Age 50, but before Age 50 At or after Age 51, but before Age 52 At or after Age 52, but before Age 53 At or after Age 53, but before Age 54 At or after Age 55, but before Age 55 At or after Age 55, but before Age 56 At or after Age 55, but before Age 58 At or after Age 55, but before Age 58 At or after Age 55, but before Age 58 At or after Age 55, but before Age 58 At or after Age 58, but before Age 59 At or after Age 59, but before Age 50 At or after Age 60, but before Age 60 At or after Age 62, but before Age 63 At or after Age 62, but before Age 63 At or after Age 62, but before Age 63 At or after Age 63, but before Age 63 At or after Age 63, but before Age 64 100% 95% 85% 80% 75% 65% 65% 55% 55% 45% 45% 35% 30% 25% total disability. This factor does not reduce benefits that may be payable prior 20% 15% 10% 5% 0% to the end of the At or after Age 63, but before Age 64 At or after Age 64, but before Age 65 At or after Age 65 expiration date. GLID 1

	2201/0101			
	PROVISION	S RELATING TO	O LIFETIME MOI	NTHLY BENEFIT
This ric				ne end of the Benefit Period. We will pay ous Total Disability, for the rest of Your
:	You become Totally Disab We paid Total Disability be Period, whichever is later;	enefits under the Po		on Date or the end of the Benefit
•	You remain continuously causes after the Expiration all terms and conditions of	n Date or the end of	the Benefit Period, v	the same or directly related cause or whichever is later; and
	II not increase the Lifetime M me time.	Ionthly Benefit beca	ause You are Totally	Disabled from more than one cause at
Lifetim		e payable for any pe		r rider included with the Policy. The its are payable under the Total
	nditions, provisions, exclusio d Disorders Benefit Limitatio			ted to, the Mental and/or Substance-
You m	of Loss ust continue to provide Us v Disabled.	vith written proof of	loss necessary to es	tablish that You remain continuously
	um and Renewal remium for this rider is show	n in the Schedule P	age. This rider may r	not be renewed after Age 65.
		TER	MINATION	
	nation of the Lifetime Mon ts payable under this rider v You are no longer continu cause or causes; or Your death.	vill no longer be pay		f the following occurs: from the same or directly related
	nation of Graded Lifetime der terminates when the firs You attain Age 65 and Yo the premium for this rider Our receipt of the Policyou when the Lifetime Monthly the Policy terminates befo	t of the following oc u are not Totally Dis remains unpaid for r wner's written reque v Benefit is no longe	curs: sabled; or more than 31 days; c est to terminate this ri r payable; or	
			Berkshire Life In	surance Company of America
			Seun D. Secretary	Quinn

This rider provides an additional benefit in the Berkshire Life Insurance Company of America 700 South Street Pittsfield, MA 01201 event of a total disability. It is designed to help replace contributions **RETIREMENT PROTECTION PLUS (RPP) DISABILITY BENEFIT RIDER** made by you and your 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. employer to eligible retirement plans. The Policy is amended by adding or changing the following provisions: DEFINITIONS **RPP Accumulation Period** RPP Accumulation Period is the uninterrupted period of consecutive days during which the RPP Elimination Period must be satisfied. The RPP Accumulation Period begins on the first day that You are Totally Disabled and not Gainfully Employed. It is shown in the Schedule Page. **RPP Elimination Period** RPP Elimination Period is the number of days You must be Totally Disabled and not Gainfully Employed before benefits begin to accrue and starts on the first day that You are Totally Disabled and not Gainfully Employed. The days within this period need not be consecutive, but they must occur within the RPP Accumulation Period. Benefits will not accrue or be payable during the RPP Elimination Period. The RPP Elimination Period is shown in the Schedule Page. The RPP monthly RPP Expiration Date RPP Expiration Date means the date on which this rider expires, if it has not previously terminated. The RPP benefit will be paid to Expiration Date is shown in the Schedule Page the Trustee for you **RPP Benefit Period** RPP Benefit Period is the longest period of time for which We will pay an RPP Monthly Benefit. RPP Benefit Period while you are totally is shown in the Schedule Page. disabled and not **RPP Monthly Benefit** RPP Monthly Benefit is the amount We will pay to the Trustee for each month You are Totally Disabled and not Gainfully Employed. It is shown in the Schedule Page. gainfully employed. Trust Trust means the irrevocable trust account established by the Policyowner, based on the agreement betwee Policyowner and Trustee, into which the RPP Monthly Benefit will be paid. We are not a party to the Trust. een the Trustee The Trustee is responsible for the administration of the Trust. PROVISIONS RELATING TO THE RPP BENEFIT RPP Benefit When You are Totally Disabled and not Gainfully Employed, We will pay the RPP Monthly Benefit into the Trust as follows: You must become Totally Disabled while the rider is in force Any documents that may be necessary to establish the Trust and to facilitate payment of the RPP Monthly Benefit must be executed. • You must satisfy the RPP Elimination Period. After You have satisfied the RPP Elimination Period, the RPP Monthly Benefit will be payable at the end of each month while You are Totally Disabled and not Gainfully Employed We will not increase the RPP Monthly Benefit because You are Totally Disabled from more than one cause at the same time RPID 1



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 Premium for this rider is shown in the Schedule Page. This rider may not be renewed after the RPP Expiration Date. 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. DERMINATOR TERMINATOR Termination of the RPP Benefit The no longer be payable when the first of the following occurs: You are no longer Totally Disabled; or You become Gainfully Employed; or This rider reminates. Termination of Netimement Protection Plus (PPP) Disability Benefit Rider This rider terminates. Termination of Netimement Protection Plus (PPP) Disability Benefit Rider This rider terminates when the first of the following occurs: Pormination of Netimement Protection Plus (for more than 31 days; or Our receipt of the Policyowner's written request to terminate this rider; or The Policy terminates. Berkshire Life Insurance Company of America Sear, D. J. Curves
The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the RPP Expiration Date. 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. TERMINATION The RPP Benefit Will no longer be payable when the first of the following occurs: You are no longer Totally Disabled; or You become Gainfully Employed; or this rider terminates. Termination of Retirement Protection Plus (RPP) Disability Benefit Rider This rider terminates when the first of the following occurs: the RPP Expiration Date; or the RPP Expiration Date; or Dur receipt of the Policyowner's written request to terminate this rider; or the Policy terminates. Berkshire Life Insurance Company of America
Policy to which this rider is attached. TERMINATION Termination of the RPP Benefit The RPP Monthly Benefit will no longer be payable when the first of the following occurs: • You are no longer Totally Disable, or • You become Gainfully Employed; or • the RPP Benefit Period ends; or • the RPP Benefit Period ends; or • this rider terminates. Termination of Retirement Protection Plus (RPP) Disability Benefit Rider This rider terminates when the first of the following occurs: • the RPP Expiration Date; or • the Premium for this rider remains unpaid for more than 31 days; or • Our receipt of the Policyowner's written request to terminate this rider; or • the Policy terminates. Berkshire Life Insurance Company of America \int_{aux}
Termination of the RPP Benefit The RPP Monthly Benefit will no longer be payable when the first of the following occurs: You are no longer Totally Disabled; or You become Gainfully Employed; or the RPP Benefit Period ends; or this rider terminates. Termination of Retirement Protection Plus (RPP) Disability Benefit Rider This rider terminates when the first of the following occurs: the RPP Expiration Date; or the RPP Expiration Date; or Our receipt of the Policyowner's written request to terminate this rider; or the Policy terminates.
The RPP Monthly Benefit will no longer be payable when the first of the following occurs: You are no longer Totally Disabled; or You become Gainfully Employed; or the RPP Benefit Period ends; or Termination of Retirement Protection Plus (RPP) Disability Benefit Rider This ider terminates when the first of the following occurs: the RPP Expiration Date; or the RPP Expiration Date; or the RPP Expiration Date; or Our receipt of the Policyowner's written request to terminate this rider; or the Policy terminates. Berkshire Life Insurance Company of America
This rider terminates when the first of the following occurs: • the RPP Expiration Date; or • the premium for this rider remains unpaid for more than 31 days; or • Our receipt of the Policyowner's written request to terminate this rider; or • the Policy terminates. Berkshire Life Insurance Company of America See D. Query
This rider terminates when the first of the following occurs: • the RPP Expiration Date; or • the premium for this rider remains unpaid for more than 31 days; or • Our receipt of the Policyowner's written request to terminate this rider; or • the Policy terminates. Berkshire Life Insurance Company of America See D. Querce
 the premium for this rider remains unpaid for more than 31 days; or Our receipt of the Policyowner's written request to terminate this rider; or the Policy terminates. Berkshire Life Insurance Company of America See D. Question
 Our receipt of the Policyowner's written request to terminate this rider; or the Policy terminates. Berkshire Life Insurance Company of America Sex D: Quese
Berkshire Life Insurance Company of America $\int_{\partial a_{n}} \sum \left(\sum_{i=1}^{n} \int_{\partial a_{in}} \right)$
Seen D. Quinn
Secretary
RPID 2



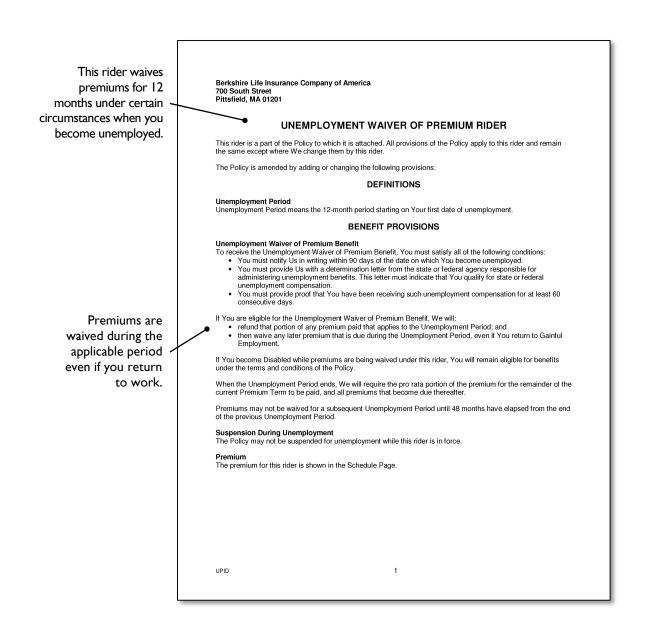
This rider offers repayment for student loan debt only. Student loans that have been restructured as nonstudent loan debt, such as into a mortgage or business loan, will not qualify.

Berkshire Life Insurance Co	ompany of America	
700 South Street Pittsfield, MA 01201		- 1
•	STUDENT LOAN PROTECTION RIDER	
This rider is a part of the Polie except where We change the	cy to which it is attached. All provisions of the Policy apply to this rider and remain the same on by this rider.	
The Policy is amended by ad	ding or changing the following provisions:	
	DEFINITIONS	Χ
Reimbursable Student Loar Reimbursable Student Loan I Student Loan Obligation.	Expense Expense means the monthly amount You incur and pay for a claimed month as a result of a	
 includes the terms of over a fixed period of is signed by You as a 		
 is secured from a cha assigns; and 	artered bank, lending institution and/or government program, or their lawful successor(s) or th obligations that are separate and distinct from Your obligation to pay education-related	
Student Loan Protection Elim	ccumulation Period Accumulation Period is the uninterrupted period of consecutive days during which the ination Period must be satisfied. The Student Loan Protection Accumulation Period begins Totally Disabled. It is shown in the Schedule Page.	
to accrue and starts on the first they must occur within the Stu	imination Period Elimination Period is the number of days You must be Totally Disabled before benefits begin st day that You are Totally Disabled. The days within this period need not be consecutive, but ident Loan Protection Accumulation Period. Benefits will not accrue or be payable during the ination Period. It is shown in the Schedule Page.	
Student Loan Protection Ma Student Loan Protection Max rider. It is shown in the Scheo	imum Monthly Benefit is the maximum amount of monthly benefit We will pay under this	
Student Loan Protection Mon Student Loan Protection Mon Loan Protection Maximum Mon	thly Benefit is equal to the Reimbursable Student Loan Expense, not to exceed the Student	
Student Loan Protection Te Student Loan Protection Tern terminated. It is shown in the	nination Date is the date on which coverage under this rider terminates, if it has not already	
SLID	1	- 1

This is a reimbursable benefit paid directly to you once we receive proof that a payment to the financial obligation has been made.

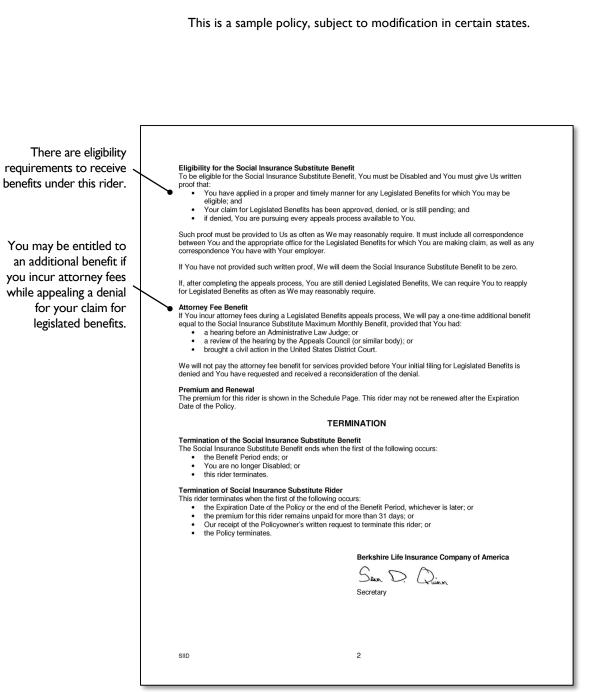
You must be totally disabled to receive PROVISIONS RELATING TO STUDENT LOAN PROTECTION MONTHLY BENEFIT benefits under this rider. While You are Totally Disabled, We will pay the Student Loan Protection Monthly Benefit if each of the following conditions is satisfied You become Totally Disabled while this rider is in force; and You are personally responsible for and are making payments pursuant to the terms of a Student Loan Obligation; and You satisfy the Student Loan Protection Elimination Period; and You provide all required proof of loss. The Student Loan Protection Monthly Benefit will no longer be payable when You are no longer Totally Disabled. Benefits will not be paid for Reimbursable Student Loan Expenses incurred after this rider terminates. We will not increase the Student Loan Protection Monthly Benefit if You are Totally Disabled from more than one cause at a time Proof of Loss
Proof of loss is amended to also include proof pertaining to Your Student Loan Obligation and the Reimbursable Student Loan Expense. Student Loan Protection Monthly Benefit Assignment The Policyowner may assign the Student Loan Protection Monthly Benefit separately from other benefits under the Policy. We will not be bound by an assignment of any benefits payable under this rider 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. Premium and Renewal The premium for this rider is shown in the Schedule Page. This rider will expire on the Student Loan Protection Termination Date or, if earlier, when You no longer have a Student Loan Obligation, and no further premium will be due for it. If, prior to the Student Loan Protection Termination Date, You no longer have a Student Loan Obligation, We will refund any premium paid for this rider as of the date the Student Loan Obligation ended. We must receive proof at Our home office that the Student Loan Obligation has ended. However, in no case will We refund more than 12 months of premium paid for this rider. 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 TERMINATION Termination of the Student Loan Protection Monthly Benefit The Student Loan Protection Monthly Benefit will no longer be payable when the first of the following occurs: You are no longer Totally Disabled; or this rider terminates. Termination of Student Loan Protection Rider This rider terminates when the first of the following occurs: the Student Loan Protection Termination Date: or the premium for this rider remains unpaid for more than 31 days; or Our receipt of the Policyowner's written request to terminate this rider: or You no longer have a Student Loan Obligation; or the Policy terminates. Berkshire Life Insurance Company of America Sen D. Quin Secretary SLID 2

This rider is not renewable. The rider will expire either when no additional student loan debt exists or the rider termination date.



	TERMINATION
Termination of Unemployment Waive This rider terminates when the first of th • You attain Age 60; or	e following occurs:
	ns unpaid for more than 31 days; or written request to terminate this rider; or
	Berkshire Life Insurance Company of America
	Sein D. Quinn Secretary
	Contrary
UPID	2

This rider may provide an additional benefit that Berkshire Life Insurance Company of America 700 South Street Pittsfield, MA 01201 is coordinated with benefits you may receive from legislated benefits SOCIAL INSURANCE SUBSTITUTE RIDER programs or workers 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. compensation. The Policy is amended by adding or changing the following provisions: DEFINITIONS The social insurance 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 substitute benefit also Amount or Family Benefit); or any workers' compensation or occupational disease law, or any similar law; or applies to the partial rider benefit, cost of 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. living adjustment and residual disability benefit Monthly Benefit Monthly Benefit is the Monthly Benefit shown in the Schedule Page plus the Social Insurance Substitute Benefit, if riders, if included as anv. optional riders. Social Insurance Substitute Benefit The Social Insurance Substitute Benefit is the additional benefit provided by this rider. Social Insurance Substitute Maximum Monthly Benefit The Social Insurance Substitute Maximum Monthly Benefit is shown in the Schedule Page. There is a dollar-for-PROVISIONS RELATING TO THE SOCIAL INSURANCE SUBSTITUTE BENEFIT dollar offset if you are receiving other The Social Insurance Substitute Benefit is determined as follows: If You receive no Legislated Benefits, the Social Insurance Substitute Benefit is the Social Insurance legislated benefits. Substitute Maximum Monthly Benefit. If You receive Legislated Benefits, the Social Insurance Substitute Benefit is the Social Insurance Substitute Maximum Monthly Benefit minus the Legislated Benefits You receive. If You receive Legislated Benefits that are equal to or greater than the Social Insurance Substitute Maximum Monthly Benefit, the Social Insurance Substitute Benefit is zero. Any automatic increases in Your Legislated Benefits during a Disability will not be included in the calculation of the Social Insurance Substitute Benefit. No refund is If the first payment of any Legislated Benefits includes a retroactive benefit, We will not require a refund for any amounts We may have paid under this rider for the same period of Disability that such retroactive benefit covers. required if your first If any payment of Legislated Benefits includes a lump sum payment, We must immediately be notified of such payment. The lump sum payment will be prorated 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. legislated benefits payment includes retroactive benefits. We will not increase the Social Insurance Substitute Benefit because You are Disabled from more than one cause at the same time SIID 1



Under certain circumstances, this Berkshire Life Insurance Company of America endorsement allows 700 South Street Pittsfield, MA 01201 us to provide an additional 50% of the SERIOUS ILLNESS SUPPLEMENTAL BENEFIT ENDORSEMENT monthly benefit for This endorsement is a part of the Policy to which it is attached. All provisions of the Policy apply to this up to 12 months. endorsement and remain the same except where modified by this endorsement. The Policy is hereby amended by adding the following: Serious Illness Supplemental Benefit We will pay a Serious Illness Supplemental Benefit in addition to the Monthly Benefit when You are Totally Disabled solely due to Cancer, Stroke and/or Heart Attack. The Serious Illness Supplemental Benefit is equal to 50% of the Monthly Benefit. It is paid for a maximum of 12 months during the life of the Policy and is only payable while the Monthly Benefit is payable. The Serious Illness Supplemental Benefit is in addition to any other benefit provided by the Policy or any attached riders. In no event will We pay more than 50% of the Monthly Benefit for the Serious Illness Supplemental Benefit, even if You are Totally Disabled from more than one cause at the same time. Cancer means a disease that is identified by the presence of malignant cells, or a malignant tumor, characterized by uncontrolled and abnormal growth and spread of invasive malignant cells Stroke means any cerebrovascular incident due to rupture or acute occlusion of blood flow to the cerebral artery. The Stroke must cause a neurological deficit resulting in complete or partial loss of function involving the motion or sensation of a part of the body and must last more than 24 hours. The Stroke must be positively identified by a Physician based upon documented neurological deficits and must be confirmed by neuroimaging studies. Traumatic Brain Injury caused by external forces will not be considered a Stroke. *Heart Attack* means the death or damage of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this must be evidenced by: new electrocardiogram changes; and
 elevation of cardiac-specific enzymes or troponins. Berkshire Life Insurance Company of America Sean D. Quin Secretary SISB 1

This endorsement provides additional benefits to help you Berkshire Life Insurance Company of America 700 South Street Pittsfield, MA 01201 return to gainful employment in your occupation. You may OCCUPATIONAL REHABILITATION, MODIFICATION AND ACCESS BENEFITS ENDORSEMENT still receive the monthly benefit and This endorsement is a part of the Policy to which it is attached. All provisions of the Policy apply to this endorsement and remain the same except where modified by this endorsement. there is no cap. The Policy is hereby amended by adding the following: Occupational Rehabilitation Benefit If You are Disabled, You may be eligible for an Occupational Rehabilitation Benefit. We will pay for a program of occupational rehabilitation if: You and We agree in advance of beginning the occupational rehabilitation program; and the program is a formal plan that will help You return to Gainful Employment in Your Occupation; and the program is directed by an organization or individual licensed or accredited to provide occupational rehabilitation or education to persons who are disabled; and · the program is documented in a signed written agreement. The extent of Our role in this program will be determined by the written agreement. We will pay only those costs, as agreed to, that are not otherwise covered by insurance, workers' compensation, or any public fund or program. We will periodically review the program and Your progress in it. We will continue to pay for the program as long as We determine that it is helping You return to Gainful Employment in Your Occupation. Participating in a program of occupational rehabilitation will not in itself be considered a recovery from the Injury or Sickness that resulted in Your Disability, and benefits will continue as provided in the Policy. Modification and Access Benefit If You are Disabled, You may be eligible for a Modification and Access Benefit. If a modification is determined by Us To be appropriate and reasonable to enable You to perform Your material and substantial duties. We will reimburse You for the cost that You incur for such modification upon written proof acceptable to Us as set forth in a signed written agreement. The purpose of any such modification must be to help You return to Gainful Employment in Your Occupation. Berkshire Life Insurance Company of America Sen D. Q. Secretary ORMA 1

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.



Individual disability insurance policy Forms 18ID and 18UD 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. Product provisions and availability may vary by state. In New York: These policies provide disability insurance only. They do not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department. For policy form 18ID, the expected benefit ratio is 50%. For policy forms 18UD and 18UD-F, the expected benefit ratio is 60%. The expected benefit ratio is the portion of future premiums that the company expects to return as benefits, when averaged over all people with these policy forms.