

Income ProVider

INDIVIDUAL DISABILITY INCOME INSURANCE

Annotated Specimen Policy



GUARDIAN®

Individual disability income products underwritten and issued by Berkshire Life Insurance Company of America, Pittsfield, MA,
a wholly owned stock subsidiary of The Guardian Life Insurance Company of America, New York, NY.
Product provisions and availability may vary by state.

Protecting your income is important.

The coverage you choose matters.

Income ProVider - Annotated Specimen Policy

This annotated specimen policy can help you understand the coverage provided by Income ProVider policy form 1200 (01/11), issued by Berkshire Life Insurance Company of America, which is a wholly owned stock subsidiary of The Guardian Life Insurance Company of America. Your actual policy will provide exact provisions and details.

Thank you for considering your consideration.

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Policy Cover Page – Policy Form 1200

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

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

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

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

Secretary President

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

**NONCANCELLABLE AND GUARANTEED RENEWABLE
TO THE EXPIRATION DATE**

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

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

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


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

NOTICE OF TEN-DAY RIGHT TO EXAMINE POLICY

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

Disability Income Policy
Non-Participating

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

1200 (01/11)  **GUARDIAN**

Coverage is non-cancellable and guaranteed renewable to the Expiration Date. This means Berkshire Life cannot change the premium or cancel coverage until the Policy Expiration Date as long as the premiums are paid on time.

After the Policy Expiration Date, the Policy is conditionally renewable, as long as you are working full time for 30 hours a week or more, at least 10 months each year, and the premium is paid on time.

Schedule of Benefits – Policy Form 1200

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

The Policy Schedule Page summarizes the benefits and premiums of the policy.

Premiums reflect a discount for non-tobacco users.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured:	John Doe	Policy Number:	Z999999
Owner:	John Doe	Policy Date:	09/30/2011
Loss Payee:	John Doe		

Policy Specifications for the Insured

Class of Risk:	Non-Tobacco User Not Rated	Gender:	Male
		Occupation Class:	Class 5

Policy Coverage and Premium Summary

Annual Premium (based upon Class of Risk, before discounts and policy fee):

Disability Income Policy:	\$0.00
Basic Residual Disability Benefit Rider:	\$0.00
Cost of Living Adjustment Rider:	\$0.00
Extended Own Occupation Rider:	\$0.00
Retirement Protection Plus Disability Benefit Rider:	\$0.00
Additional Monthly Benefit Rider:	\$0.00
Catastrophic Disability Benefit Rider:	\$0.00
<hr/>	
Annual Premium for all Coverage (before discounts and policy fee):	\$0.00

Premium Discount Class

Employer Sponsored Discount	25.00%
-----------------------------	--------

Discounted Annual Premium for all Coverage (before policy fee):	\$0.00
Annual Policy Fee:	\$0.00
Annual Premium (after discounts and policy fee):	\$0.00

Premium for Preliminary Term: \$0.00

Premium Term: Semiannual

For a semiannual Premium Term, you will pay \$0.00 every 6 months. This means You are paying an additional \$0.00 or 0.00% per year, or a total annualized premium of \$0.00.

The additional charge that is added for paying in installments will remain the same until the Expiration Date. However, if You elect to change Coverage or the Premium Term, Your premium may change.

This Schedule Page replaces any previously issued Schedule Page.

1200 (01/11) Schedule Page Date: 09/30/2011

Premium rates are the same for men and women.

Residual Disability Rider can either be Enhanced or Basic.

Cost of Living Adjustment Rider (COLA) is available at 3% or 6%.

Employer Sponsored Discounts are available at 10%, 15%, 25%, and 35%.

SPECIMEN

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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1b

Insured: John Doe Policy Number: Z999999
 Owner: John Doe Policy Date: 09/30/2011
 Loss Payee: John Doe

Basic Policy Coverage Summary

Issue Age	Monthly Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
45	\$0	90 days	210 days	To Age 65	09/30/2031	\$0.00

Return-to-Work Incentive Period: 1 Year

Additional Monthly Benefit Rider (Form No. 1201) Coverage Summary

Issue Age	Monthly Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
45	\$0	180 days	360 days	5 years	09/30/2031	\$0.00

Return-to-Work Incentive Period: 1 Year

Preliminary Term Summary

Preliminary Term Effective Date: 08/01/2011
 Preliminary Term Expiration Date: 09/29/2011
 Preliminary Term Premium: \$0.00

Summary of Additional Benefits

Enhanced Own Occupation Rider (Form No. 1202)
 Rider Annual Premium: \$0.00

Catastrophic Disability Benefit Rider (Form No. 1205)
 Catastrophic Disability Indemnity: \$0
 Rider Annual Premium: \$0.00

Cost of Living Adjustment Rider (Form No. 1206)
 Maximum Increase Percent: 3.00%
 Rider Annual Premium: \$0.00

Basic Residual Disability Benefit Rider (Form No. 1209)
 Rider Annual Premium: \$0.00

Retirement Protection Plus Disability Benefit Rider (Form No. 1211)

Issue Age	PPP Monthly Indemnity	Elimination Period	Accumulation Period	Benefit Period
45	\$0	180 days	360 days	To Age 65

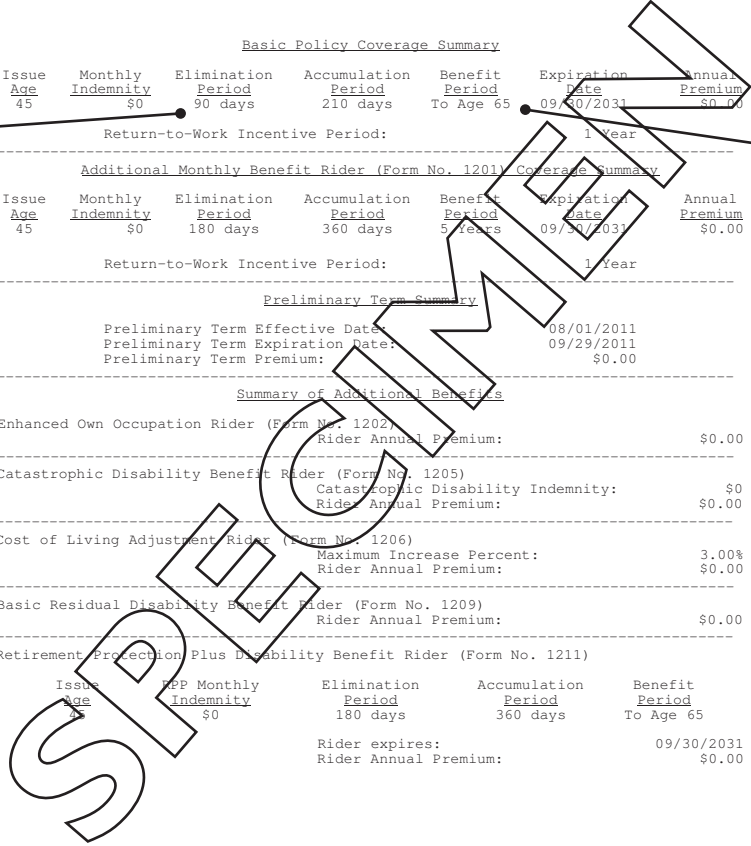
Rider expires: 09/30/2031
 Rider Annual Premium: \$0.00

This Schedule Page replaces any previously issued Schedule Page.

1200 (01/11) Schedule Page Date: 09/30/2011

Elimination Period options are 90, 180, 360 or 720 days, based on state availability.

Benefit Period options are 2 years, 5 years, Age 65 or Age 67.



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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1c

Insured:	John Doe	Policy Number:	2999999
Owner:	John Doe	Policy Date:	09/30/2011
Loss Payee:	John Doe		

About Your Premiums

The premiums for the Policy are based on gender-neutral rates.

You may change the Premium Term of the Policy while it is in force. The following summarizes the premium for each Premium Term option.

For a Semiannual Premium Term:

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

For a Quarterly Premium Term:

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

For a Monthly Premium Term under a List-Bill arrangement or utilizing Guard-O-Matic:

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

The additional charge that is added for paying in installments more frequent than payment on an annual basis will remain the same until the Expiration Date.

A change in Coverage may result in a change in premium, and a new Schedule Page will be provided to You.

This Schedule Page replaces any previously issued Schedule Page.

1200 (01/11) Schedule Page Date: 09/30/2011

There is no additional charge to pay premiums monthly utilizing Guard-O-Matic or under a List-Bill arrangement.

SPECIMEN

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

If approved by underwriting, extended benefit period for Mental and/or Substance-Related Disorders is also available for employer-paid Guaranteed Standard Issue (GSI) policies except in FL and CA.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1d

Insured: John Doe Policy Number: Z999999
Owner: John Doe Policy Date: 09/30/2011
Loss Payee: John Doe

About Your Benefit Period

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

For a To Age 65 Benefit Period:

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

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

For a 5 Year Benefit Period:

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

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

This Schedule Page replaces any previously issued Schedule Page.

1200 (01/11) Schedule Page Date: 09/30/2011

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

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

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

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

The Definitions section contains important terms used in the policy. Defined terms are capitalized whenever they are used in the policy.

DEFINITIONS

Accumulation Period

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

Age

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

Any Occupation

Any Occupation means any occupation for which You are or become reasonably suited by Your education, training or experience.

Benefit Period

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

Class of Risk

The Class of Risk is shown in the Schedule Page.

Coverage

Coverage means the benefits available under the Policy.

Disability or Disabled

Disability means Total Disability or Residual Disability. Disabled means Totally Disabled or Residually Disabled.

Effective Date

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

Elimination Period

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

Expiration Date

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

Full Time

Full Time means at least 30 hours each week.

Gainfully Employed or Gainful Employment

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

Hospital

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

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

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

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

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

Income

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

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

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

Current Income means all Income, as defined above, for each month during a period of Disability. We will not include Income received for services rendered prior to the start of Disability in Your Current Income. For the purpose of determining Current Income, Business Expenses may not exceed Prior Business Expenses.

Business Expenses means the regular business expenses which may be deducted from gross earned income for federal tax purposes for the period Income is being determined.

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

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

Injury

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

Issue Age

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

Loss Payee

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

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

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

Mental and/or Substance-Related Disorders

Mental and/or Substance-Related Disorders means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM). This includes but is not limited to, psychiatric, psychological, emotional, or behavioral disorders, or disorders related to stress or to substance abuse or dependency, or any biological or biochemical disorder or imbalance of the brain regardless of the cause, including any complications thereof. This

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

does not include dementia or cognitive impairment resulting from stroke, physical trauma, infections, or a form of senility or irreversible dementia such as Alzheimer's Disease.

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

Monthly Indemnity

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

Occupation Class

The Occupation Class is shown in the Schedule Page.

Owner

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

Physician

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

Policy

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

Policy Anniversary

Policy Anniversary is the yearly anniversary of the Policy Date while the Policy remains in force.

Policy Date

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

Pre-existing Condition

Pre-existing Condition means a physical or mental condition:

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

Preliminary Term

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

Premium Term

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

Residual Disability or Residually Disabled

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

This provision is replaced for Policies issued in a Guaranteed Standard Issue (GSI) case (see Pre-Existing Condition Limitation Endorsements pages 35-41).

Provisions Relating to Benefits – Policy Form I200

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

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

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

Return-to-Work Incentive Period

Return-to-Work Incentive Period is shown in the Schedule Page. It is the longest period of time for which We will pay the Return-to-Work Incentive Benefit for a Residual Disability in the same claim. The Return-to-Work Incentive Period begins on the first day of Residual Disability following the satisfaction of the Elimination Period.

Sickness

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

Suspension Period

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

Termination Date

Termination Date means the date on which the Policy terminates.

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.

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.

PROVISIONS RELATING TO BENEFITS

Total Disability Benefit

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

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

Own Occupation coverage for two years as long as you are not working. By rider, Own Occupation coverage can be either extended for up to the full Benefit Period or enhanced to True Own Occupation coverage for up to the full Benefit Period.

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

The Return-to-Work Incentive pays a benefit based on a loss of income calculation for up to twelve months should you become Residually Disabled.

Certain losses will trigger benefits for Total Disability.

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

Medical Care Requirement

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

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

Return-to-Work Incentive Benefit

During the Return-to-Work Incentive Period, You may become eligible for the Return-to-Work Incentive Benefit. In order to become eligible for the Return-to-Work Incentive Benefit, You must be Residually Disabled.

The Return-to-Work Incentive Benefit will be payable monthly and will be equal to Your Loss of Income. In no event will the Return-to-Work Incentive Benefit exceed Your Monthly Indemnity.

When You are Residually Disabled, We will pay the Return-to-Work Incentive Benefit as follows:

- You must become Residually Disabled while the Policy is in force.
- You must satisfy the Elimination Period.
- After You have satisfied the Elimination Period, the Return-to-Work Incentive Benefit will be payable at the end of each month while You remain Residually Disabled.
- The Return-to-Work Incentive Benefit will stop on the date You are no longer Residually Disabled, or at the end of the Return-to-Work Incentive Period, whichever occurs first.

We will not increase the Return-to-Work Incentive Benefit because You are Residually Disabled from more than one cause at the same time.

Presumptive Total Disability Benefit

We will always consider You to be Totally Disabled even if You are Gainfully Employed, if, while the Policy is in force, You sustain an Injury or Sickness that results in Your total, complete and irrecoverable loss of:

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

If Your Injury or Sickness results from one of these specific losses and occurs while the Policy is in force, We will waive the unexpired portion of the Elimination Period and benefits will start to accrue from the date of such loss. Monthly Indemnity will be paid for as long as Your Total Disability continues, but not longer than the Benefit Period.

Fractional Month

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

Recurrent Disability

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

- You have returned to Full Time Gainful Employment for a period of less than 12 months after the previous Disability ends; and

Provisions Relating to Rehabilitation

and

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

- the Disability results entirely or in part from the same cause or causes as the previous Disability; and
- We paid benefits under the Policy for the previous Disability.

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

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

Concurrent Disability

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

Separate Periods of Disability

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

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

Waiver of Premium Benefit

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

- We will refund that portion of any premium paid which applies to the period of Disability beyond the date that You were first Disabled in the same claim.
- We will then waive any later premiums that are due while You are continuously Disabled in the same claim and receiving benefits for the Disability.

On each waiver, We will renew the Policy for another Premium Term of the same length as that in effect when the claim began. When You are no longer Disabled, the pro rata portion of the premium for the remainder of the current Premium Term, and all premiums that fall due thereafter, must be paid in order to keep the Policy in force.

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

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

OCCUPATIONAL REHABILITATION, MODIFICATION AND ACCESS BENEFITS

Occupational Rehabilitation Benefit

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

The extent of Our role in this program will be determined by the written agreement. We will pay only those costs, 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, subject to

Getting back to work may require additional support. These programs offer benefits in addition to the monthly benefit designed to help you return to work in Your Occupation.

Provisions Relating to Suspension – Policy Form I200

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

Coverage is suspended while on active military duty. Once you leave active duty and return to work, no evidence of insurability or income is needed to put your Policy back in force.

If you are out of work for an extended period and have received eight weeks of government unemployment benefits, you can choose to suspend your Policy for up to 12 months. After you return to work, no evidence of medical insurability or income is needed to put your Policy back in force.

the written agreement, as long as We determine that it is helping You return to Gainful Employment in Your Occupation.

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

Modification and Access Benefit

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

PROVISIONS RELATING TO SUSPENSION

Suspension for Active Military Service

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

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

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

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

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

Suspension During Unemployment

After the Policy has been in force for at least one year from the Effective Date, You may suspend the Policy if You:

- become unemployed; and
- receive eight weeks of governmental unemployment benefits.

The Suspension Period will begin on the date when We receive:

- Your written request to suspend the Policy; and
- Your certification that You are unemployed; and
- proof that You have received eight weeks of governmental unemployment benefits.

We will refund the pro rata portion of any premium paid for a period of time beyond the date that the Suspension Period begins. Premiums must be paid to the date on which the Suspension Period begins.

After the end of a Suspension Period, the Policy may not be suspended again by reason of unemployment until

Provision Relating to Increase Option after

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

48 months have elapsed from the end of that Suspension Period.

The Suspension Period will end at the earlier of:

- the date We receive Your written request to end the Suspension Period, subject to evidence that You are Gainfully Employed; or
- 12 months after the date on which the Suspension Period begins.

The Policy will be placed back in force when We receive the required pro rata premium until the next Premium Term. Such premium payment must be received by Us within 90 days after the Suspension Period ends. The Policy will terminate if the premium for the Policy remains unpaid for more than 90 days after the end of a Suspension Period notwithstanding the Grace Period.

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

You do not have to provide evidence of medical insurability in order to end the Suspension Period.

If the Expiration Date occurs during a Suspension Period, the Policy will terminate.

INCREASE OPTION AFTER LEAVING YOUR EMPLOYER

In the event You leave Your Employer, You have 90 days from the date of termination from Your Employer to apply for additional disability insurance under this provision. Your application for disability insurance will be underwritten based on Our underwriting rules then in use, or those in effect on the Effective Date of the Policy, whichever are more favorable to You, to determine the total amount of allowable Maximum Benefit, if any.

Your Employer means the business or entity, or its successor, for whom You were Gainfully Employed on the Effective Date of the Policy.

Maximum Benefit means the total amount of disability insurance that You may be eligible for from Us without evidence of medical insurability on the date of termination from Your Employer.

You will not have to provide evidence of medical insurability, but evidence of Your Occupation, Income, and all other disability insurance with any insurer that is in force, which you have applied for, or for which you are eligible, will have to be provided.

You are only eligible to apply for additional disability insurance under this provision once during Your lifetime. If You have other disability insurance with Us that provides a similar provision when you leave Your Employer, We will only provide one such increase during Your lifetime. If You leave Your Employer and choose not to apply for additional disability insurance under this provision, You forfeit Your ability to apply at a later date under this provision. You may not apply for additional disability insurance under this provision while You are Disabled.

The premium for the additional disability insurance will be at Our rates then in effect for persons of Your age, occupation class, and class of risk.

The additional disability insurance may either be added to the Policy in the form of an Additional Monthly Benefit Rider or will be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live.

If you change jobs, you are eligible for a one-time option to apply for additional coverage without evidence of medical insurability (up to the maximum GSI offer cap). You will have to provide evidence of Your Occupation, Income and all other disability insurance in force, applied for or for which You are eligible.

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

This provision is replaced in Policies issued in a Guaranteed Standard Issue (GSI) case (see Pre-Existing Condition Limitation Endorsements pages 35-41).

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.

EXCLUSIONS AND LIMITATIONS

Exclusions
We will not pay benefits for any Disability:

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

Limitation While Outside the United States or Canada
Benefits for Disability will be limited to a total of twelve months during Your lifetime while You reside outside of the United States or Canada.

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

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

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

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

PROVISIONS RELATING TO CLAIMS

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

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

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

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

If You cannot give Us written Proof of Loss within the prescribed time, We will not deny or reduce Your claim if You give Us written Proof of Loss as soon as reasonably possible. Under no circumstance will We pay benefits if

1200 (01/11) Page 11

Provisions Relating to Premium and Renewal – Policy Form 1200

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

written Proof of Loss is delayed for more than one year, unless You have lacked legal capacity.

Time of Payment of Claims

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

Payment of Claims

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

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

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

Examinations

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

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

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

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

Responsibility to Cooperate and Obtain Appropriate Medical Care

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

PROVISIONS RELATING TO PREMIUM AND RENEWAL

Premium

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

Grace Period

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

The Policy provides a pro-rata return of premium effective the date of your death.

You have a 31 day Grace Period to pay premiums.

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

Premium Term Changes

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

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

Renewal After the Expiration Date

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

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

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

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

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

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

Reinstatement

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

We may require satisfactory evidence of insurability to reinstate the Policy. If We approve Your application, the Policy will be placed back in force on the date of such approval. If We have not approved or refused Your application in writing within 45 days after receipt of such application and overdue premium, the Policy will be reinstated on that 45th day. If We refuse to reinstate the Policy, We will refund the premium.

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

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

GENERAL CONTRACT PROVISIONS

Consideration

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

Effective Date Provision

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

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

Preliminary Term Provision

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

Entire Contract; Changes

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

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

Incontestable

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

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

Termination of the Policy

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

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

Termination will not affect any claim for Disability:

- which begins while the Policy is in force; or
- which begins within 31 days after the termination of the Policy as the result of an Injury that occurred while the Policy was in force.

Conformity with State Laws

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

Legal Actions

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

Misstatement of Age

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

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

Assignment

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

Waiver of Policy Provisions

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

SPECIMEN

Additional Monthly Benefit Rider – Policy Form 1201

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

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

ADDITIONAL MONTHLY BENEFIT RIDER

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

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

PROVISION RELATING TO ADDITIONAL MONTHLY BENEFIT

This rider provides an additional Monthly Indemnity. The Monthly Indemnity, Elimination Period, Accumulation Period, Benefit Period, Expiration Date, Return-to-Work Incentive Period, and the annual premium for this rider are shown in the Schedule Page.

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

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.

Berkshire Life Insurance Company of America

Secretary

1201 (01/11)

SPECIMEN

Extended Own Occupation Rider – Policy Form 1202

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

This rider extends
own occupation
coverage to the end
of the Benefit Period
as long as you are
not working.

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

EXTENDED OWN OCCUPATION RIDER

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

The Policy is amended by changing the following definition:

Total Disability or Totally Disabled

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

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

Premium and Renewal

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

Berkshire Life Insurance Company of America

Secretary

1202 (01/11)

SPECIMEN

True Own Occupation Rider – Policy Form 1203

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

This rider extends own occupation coverage to the end of the Benefit Period and considers you Totally Disabled even if You are gainfully employed in some capacity as long as you are not able to work in Your Occupation.

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

TRUE OWN OCCUPATION RIDER

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

The Policy is amended by changing the following definitions:

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 some other capacity so long as You are not able to work in Your Occupation.

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

Premium and Renewal

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

Berkshire Life Insurance Company of America

Secretary

1203 (01/11)

SPECIMEN

Catastrophic Disability Benefit Rider – Policy Form 1205

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

This rider can provide an additional benefit, if, due to Injury or Sickness, you are unable to perform 2 or more of the 6 Activities of Daily Living or suffer a Cognitive Impairment.

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

CATASTROPHIC DISABILITY BENEFIT RIDER

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

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

DEFINITIONS

Accumulation Period

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

Activities of Daily Living

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

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

Catastrophic Disability or Catastrophically Disabled

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

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

Catastrophic Disability Indemnity

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

Cognitive Impairment or Cognitively Impaired

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

1205 (01/11)

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

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

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

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

Disability or Disabled

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

Elimination Period

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

Human Standby Assistance

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

PROVISIONS RELATING TO CATASTROPHIC DISABILITY BENEFIT

Catastrophic Disability Benefit

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

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

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

Premium and Renewal

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

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

TERMINATION

Termination of Catastrophic Disability Benefit

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

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

Berkshire Life Insurance Company of America

Secretary

SPECIMEN

Cost of Living Adjustment Rider – Policy Form 1206

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

After you have been Disabled for one year, this rider adjusts your monthly benefit while you remain Disabled.

Adjustments are based on the Consumer Price Index (CPI) and occur on the anniversaries of your date of Disability, not the end of the Elimination Period.

Benefits are compounded annually.

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

COST OF LIVING ADJUSTMENT RIDER

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

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

DEFINITIONS

Cost of Living Adjustment Factor

Cost of Living Adjustment Factor is determined by dividing the CPI-U for the Current Index Month by the CPI-U for the Original Index Month. The Cost of Living Adjustment Factor will never be less than 1.000.

CPI-U

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

Current Index Month

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

Incremental Monthly Indemnity

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

Maximum Increase Percent

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

Original Index Month

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

Review Date

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

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Cost of Living Adjustment

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

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

- more than the amount We would pay if the CPI-U had risen each year exactly by the Maximum Increase Percent; or
- less than the Monthly Indemnity as shown in the Schedule Page.

1206 (01/11)

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

If Catastrophic Disability Benefit Rider (CAT) is part of your Policy, this rider will provide a 3% Cost of Living Adjustment for those benefits, too, up to a maximum of two times the CAT Disability Indemnity.

You may purchase incremental monthly increases of \$200 or more created by this rider once you return to full-time work.

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

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

When Your claim ends, the Monthly Indemnity will revert to the amount shown in the Schedule Page.

Cost of Living Adjustment of Catastrophic Disability Indemnity
If a Catastrophic Disability Benefit Rider is a part of the Policy, We will adjust the Catastrophic Disability Indemnity on each Catastrophic Review Date.

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

On each Catastrophic Review Date, We will determine the adjusted Catastrophic Disability Indemnity for the next 12 months by multiplying the Catastrophic Disability Indemnity by the Cost of Living Adjustment Factor.

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

- more than the amount We would pay if the CPI-U had risen each year exactly by the Maximum Increase Percent; or
- less than the Catastrophic Disability Indemnity shown in the Schedule Page.

The adjusted Catastrophic Disability Indemnity may not exceed two times the Catastrophic Disability Indemnity shown in the Schedule Page.

Termination of Cost of Living Adjustment of Catastrophic Disability Indemnity
We will adjust the Catastrophic Disability Indemnity on each Catastrophic Review Date until the first of the following events occurs:

- You are no longer Catastrophically Disabled; or
- the adjusted Catastrophic Disability Indemnity exceeds two times the Catastrophic Disability Indemnity shown in the Schedule Page; or
- the Benefit Period ends; or
- the Catastrophic Disability Benefit Rider terminates; or
- this rider terminates.

When Your claim ends, the Catastrophic Disability Indemnity will revert to the amount shown in the Schedule Page.

OPTION TO PURCHASE THE INCREMENTAL MONTHLY INDEMNITY

If You are no longer Disabled and You become Gainfully Employed Full Time, You have the option to purchase the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200; and
- within 90 days after Your Disability ends, You make written application to Us on a form that We will furnish You upon request. On this form, You must provide evidence that You are Gainfully Employed Full Time. Other evidence of insurability will not be required.

If You do not exercise the option to purchase the Incremental Monthly Indemnity within 90 days after Your Disability ends, this option expires.

1206 (01/11)

Benefits are compounded annually.

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

The premium for any Incremental Monthly Indemnity purchased will be calculated based upon:

- Your Age on the date You exercise this option; and
- the Class of Risk, Occupation Class, Benefit Period, and Elimination Period of the Policy to which this rider is attached; and
- any special class rating that applies to the Policy to which this rider is attached; and
- any riders attached to the Policy that are applicable to Monthly Indemnity; and
- any other factors used in determining premium.

Any Incremental Monthly Indemnity purchased will either be added to the Policy in the form of an Additional Monthly Benefit Rider or will be issued on a separate policy form that is most like the Policy then in use in the place where You live.

In no event will You have the option to purchase the adjusted Catastrophic Disability Indemnity if You are no longer Catastrophically Disabled.

Premium and Renewal

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

Berkshire Life Insurance Company of America

Secretary

1206 (01/11)

SPECIMEN

Basic Residual Disability Benefit Rider – Policy Form I209

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

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

BASIC RESIDUAL DISABILITY BENEFIT RIDER

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

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

DEFINITIONS

CPI-U

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

Current Index Month

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

Original Index Month

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

Residual Indemnity

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

Review Date

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

PROVISIONS RELATING TO RESIDUAL DISABILITY

Residual Disability Benefit

If you continue to be Residually Disabled from the same or directly related cause or causes after the expiration of the Return-to-Work Incentive Period, we will pay a Residual Indemnity each month as follows:

- You must become Residually Disabled before the Expiration Date and while the Policy is in force.
- Residual Indemnity will be payable at the end of each month while You are Residually Disabled.

For each month benefits are payable under this rider, Residual Indemnity may never exceed Loss of Income, except as stated below.

Payment of Residual Indemnity

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

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

If Your Loss of Income is more than 80% of Prior Income, We will deem Your Loss of Income to be 100%. Your Loss of Income may never exceed 100% of Your Prior Income.

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

1209 (01/11)

This rider enables benefits to be paid if your Residual Disability continues beyond the Return-to-Work Incentive period, as described in the base Policy.

An income loss of more than 80% will be considered to be 100%.

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

Annual compounded adjustment of pre-disability earnings, made on the anniversary of the start of your Disability, not the end of the Elimination Period.

We will pay you a lump sum benefit if you are no longer Disabled and you return to Full Time work within 18 months after the end of the Elimination Period.

Adjustment of Prior Income and Prior Business Expenses

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

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

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

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

Recovery Benefit

We will pay You a lump sum Recovery Benefit if:

- within 18 months after You have satisfied the Elimination Period, You are no longer Disabled; and
- You are Gainfully Employed Full Time.

The Recovery Benefit is equal to two times the cumulative benefits You have been paid for Total Disability and Residual Disability, including Return-To-Work Incentive Benefits, divided by the number of months that benefits were paid.

You are eligible for only one Recovery Benefit for each continuous period of Disability in the same claim. Refer to the Recurrent Disability provision of the Policy.

Premium and Renewal

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

TERMINATION

Termination of Residual Indemnity

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

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

Berkshire Life Insurance Company of America

Secretary

1209 (01/11)

Enhanced Residual Disability Benefit Rider – Policy Form 1210

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

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

ENHANCED RESIDUAL DISABILITY BENEFIT RIDER

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

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

DEFINITIONS

CPI-U

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

Current Index Month

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

Original Index Month

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

Residual Indemnity

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

Review Date

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

PROVISIONS RELATING TO RESIDUAL DISABILITY

Residual Disability Benefit

If you continue to be Residually Disabled from the same or directly related cause or causes after the expiration of the Return-to-Work Incentive Period, we will pay a Residual Indemnity each month as follows:

- You must become Residually Disabled before the Expiration Date and while the Policy is in force.
- Residual Indemnity will be payable at the end of each month while You are Residually Disabled.

For each month benefits are payable under this rider, Residual Indemnity may never exceed Loss of Income, except as stated below.

Payment of Residual Indemnity

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

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

If Your Loss of Income is more than 75% of Prior Income, We will deem Your Loss of Income to be 100%. Your Loss of Income may never exceed 100% of Your Prior Income.

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

1210 (01/11)

This rider enables benefits to be paid if your Residual Disability continues beyond the Return-to-Work Incentive period, as described in the base Policy. An Income loss of more than 75% will be considered to be 100%.

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

Annual adjustments of pre-disability earnings are made on the anniversary of the start of your Disability, not the end of the Elimination Period.

Benefits proportionate to your Loss of Income will continue up to the end of the Benefit Period, if at least a 20% Loss of Income continues as a result of the prior Disability when Gainfully Employed Full Time in Your Occupation.

Adjustment of Prior Income and Prior Business Expenses

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

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

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

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

Recovery Benefit

We will pay You a Recovery Benefit if:

- You are no longer Disabled; and
- You are Gainfully Employed Full Time in Your Occupation; and
- Your Loss of Income is at least 20% of Your Prior Income; and
- Your Loss of Income is solely due to the Injury or Sickness that caused Your Disability.

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

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

Premium and Renewal

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

TERMINATION

Termination of Residual Indemnity

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

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

Berkshire Life Insurance Company of America

Secretary

1210 (01/11)

Retirement Protection Plus (RPP) Disability Benefit Rider – Policy Form

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

This rider provides an additional benefit designed to help replace contributions made to defined contribution retirement plans by you and your employer.*

Payments will be paid into a Trust while you are Totally Disabled and are not Gainfully Employed.

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

RETIREMENT PROTECTION PLUS (RPP) DISABILITY BENEFIT RIDER

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

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

DEFINITIONS

RPP Monthly Indemnity

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

Trust

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

Trustee

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

PROVISIONS RELATING TO THE RPP BENEFIT

This rider provides an RPP Benefit if You are Totally Disabled and not Gainfully Employed. The Elimination Period, Accumulation Period, Benefit Period, Expiration Date, and the annual premium for this rider are shown in the Schedule Page.

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

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.

RPP Benefit

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

- You must become Totally Disabled while the Policy and this rider are in force.
- You have executed any documents that may be necessary to establish the Trust and to facilitate payment of the RPP Monthly Indemnity.
- You must satisfy the Elimination Period of this rider.
- After You have satisfied the Elimination Period of this rider, RPP Monthly Indemnity will be payable at the end of each month while You are Totally Disabled and not Gainfully Employed.
- The RPP Monthly Indemnity is paid to the Trust established for this purpose.

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

Distribution of Trust Assets

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

1211 (01/11)

*Retirement Protection Plus is not a pension plan or a substitute for one.

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

Premium and Renewal

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

TERMINATION

Termination of the RPP Benefit

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

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

Berkshire Life Insurance Company of America

Secretary

1211 (01/11)

SPECIMEN

Pre-Existing Condition Limitation Endorsement – Policy Form

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

This endorsement modifies the definition of Pre-existing Condition as defined in the Policy for policies issued on a GSI basis. It also limits benefits paid as a result of a Pre-existing Condition during the 12 months after the Effective Date of the Policy.

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

PRE-EXISTING CONDITION LIMITATION ENDORSEMENT

This Endorsement is a part of the Policy to which it is attached.

The definition of Pre-existing Condition of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Pre-existing Condition

Pre-existing Condition means a physical or mental condition or symptoms of a physical or mental condition for which You or a reasonably prudent person would have done any of the following:

- consulted a Physician; or
- received medical advice, treatment or services; or
- undergone diagnostic procedures, including self-administered procedures; or
- taken medication or prescribed drugs

at any time during the 12-month period immediately prior to the Effective Date.

The definition of Injury of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Injury means accidental bodily injury that causes a Disability to begin on or after the Effective Date and while the Policy is in force and that is not contributed to by Sickness.

The definition of Sickness of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Sickness means an illness or disease that causes a Disability to begin on or after the Effective Date and while the Policy is in force.

The "Pre-existing Condition Limitation" provision of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Pre-existing Condition Limitation

We will not pay benefits for a Disability or other loss caused by, contributed to, or resulting from a Pre-existing Condition unless, on the date of Your Disability or other loss, the Policy has been continuously in effect for 12 months since its Effective Date.

For any rider added to the Policy after the Policy Date, We will not pay or adjust benefits under that rider for a Disability or other loss caused by, contributed to, or resulting from a Pre-existing Condition unless, on the date of Your Disability or other loss, that rider has been continuously in effect for 12 months since its Effective Date.

PREX-12 (01/11)

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

The "Incontestable" provision of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Incontestable

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

~~Berkshire Life Insurance Company of America~~

Secretary

SPECIMEN

PREX-12 (01/11)

Pre-Existing Condition Limitation Endorsement – Policy Form

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

This endorsement modifies the definition of Pre-existing Condition as defined in the Policy for policies issued on a GSI basis. It also limits benefits paid as a result of a Pre-existing Condition during the 12 months after the Effective Date of the Policy.

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

PRE-EXISTING CONDITION LIMITATION ENDORSEMENT

This Endorsement is a part of the Policy to which it is attached.

The definition of Pre-existing Condition of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Pre-existing Condition

Pre-existing Condition means a physical or mental condition or symptoms of a physical or mental condition for which You or a reasonably prudent person would have done any of the following:

- consulted a Physician; or
- received medical advice, treatment or services; or
- undergone diagnostic procedures, including self-administered procedures; or
- taken medication or prescribed drugs

at any time during the 6-month period immediately prior to the Effective Date.

The definition of Injury of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Injury means accidental bodily injury that causes a Disability to begin on or after the Effective Date and while the Policy is in force and that is not contributed to by Sickness.

The definition of Sickness of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Sickness means an illness or disease that causes a Disability to begin on or after the Effective Date and while the Policy is in force.

The "Pre-existing Condition Limitation" provision of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Pre-existing Condition Limitation

We will not pay benefits for a Disability or other loss caused by, contributed to, or resulting from a Pre-existing Condition unless, on the date of Your Disability or other loss, the Policy has been continuously in effect for 12 months since its Effective Date.

For any rider added to the Policy after the Policy Date, We will not pay or adjust benefits under that rider for a Disability or other loss caused by, contributed to, or resulting from a Pre-existing Condition unless, on the date of Your Disability or other loss, that rider has been continuously in effect for 12 months since its Effective Date.

PREX-6 (01/11)

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

The "Incontestable" provision of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Incontestable

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

Berkshire Life Insurance Company of America

Secretary

SPECIMEN

PREX-6 (01/11)

Pre-Existing Condition Limitation Endorsement – Policy Form

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

This endorsement modifies the definition of Pre-existing Condition as defined in the Policy for policies issued on a GSI basis. It also limits benefits paid as a result of a Pre-existing Condition during the 12 months after the Effective Date of the Policy.

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

PRE-EXISTING CONDITION LIMITATION ENDORSEMENT

This Endorsement is a part of the Policy to which it is attached.

The definition of Pre-existing Condition of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Pre-existing Condition

Pre-existing Condition means a physical or mental condition or symptoms of a physical or mental condition for which You or a reasonably prudent person would have done any of the following:

- consulted a Physician; or
- received medical advice, treatment or services; or
- undergone diagnostic procedures, including self-administered procedures; or
- taken medication or prescribed drugs

at any time during the 3-month period immediately prior to the Effective Date.

The definition of Injury of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Injury means accidental bodily injury that causes a Disability to begin on or after the Effective Date and while the Policy is in force and that is not contributed to by Sickness.

The definition of Sickness of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Sickness means an illness or disease that causes a Disability to begin on or after the Effective Date and while the Policy is in force.

The "Pre-existing Condition Limitation" provision of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Pre-existing Condition Limitation

We will not pay benefits for a Disability or other loss caused by, contributed to, or resulting from a Pre-existing Condition unless, on the date of Your Disability or other loss, the Policy has been continuously in effect for 12 months since its Effective Date.

For any rider added to the Policy after the Policy Date, We will not pay or adjust benefits under that rider for a Disability or other loss caused by, contributed to, or resulting from a Pre-existing Condition unless, on the date of Your Disability or other loss, that rider has been continuously in effect for 12 months since its Effective Date.

PREX-3 (01/11)

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

The "Incontestable" provision of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Incontestable

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

Berkshire Life Insurance Company of America

Secretary

SPECIMEN

PREX-3 (01/11)

Pre-Existing Condition Limitation Endorsement – Policy Form NO-

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

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

POLICY ENDORSEMENT

The definition of Pre-existing Condition of the Policy to which this Endorsement is attached is hereby deleted.

The "Pre-existing Condition Limitation" provision of the Policy to which this Endorsement is attached is hereby deleted.

The definition of Injury in the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Injury means accidental bodily injury that causes a Disability to begin on or after the Effective Date and while the Policy is in force and that is not contributed to by Sickness.

The definition of Sickness in the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Sickness means an illness or disease that causes a Disability to begin on or after the Effective Date and while the Policy is in force.

The "Incontestable" provision of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Incontestable

The Policy will be incontestable as to the statements, except fraudulent statements, contained in the application after it has been in force for a period of two years during Your lifetime, excluding any period during which You are Disabled.

Berkshire Life Insurance Company of America

Secretary

NOPREX (01/11)

SPECIMEN

THIS IS NEITHER A CONTRACT NOR AN OFFER TO CONTRACT NOR AN APPLICATION FOR DISABILITY INSURANCE. This booklet contains a specimen of the Income ProVider policy form I200 issued by Berkshire Life Insurance Company of America with annotations for reference only. It is not an actual contract. 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 this specimen policy as a result of state laws or regulations. This is not to be used in California.

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 that are provisions as stated in a policy that is actually issued to you.

FOR POLICIES ISSUED IN NEW YORK: This policy provides disability income insurance only. It does not provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department. The expected benefit ratio for this policy is 60%. This ratio is the portion of future premiums that Berkshire Life expects to return as benefits, when averaged over all people with this policy.



GUARDIAN®