



GUARDIAN

Disability Insurance Proposal

Provider Plus



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**Berkshire Life Insurance Company of America
700 South Street, Pittsfield, Massachusetts 01201
413-499-4321**

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

Berkshire Life Insurance Company of America
INDIVIDUAL DISABILITY INCOME POLICY
Provider Plus Policy (1100)

PREPARED FOR: Physician Client
STATE: SC SEX: Male AGE: 29
OCCUPATIONAL CLASS: 4P

11-30-2005

RECOMMENDED POLICY
Noncancellable and Guaranteed Renewable To Age 65

Elimination Period.....	3 Months
Benefit Period.....	To Age 65
Monthly Indemnity.....	\$4,500
Total Monthly Benefit.....	\$4,500
Annual Benefit.....	\$54,000

Assuming that disability begins at the current age shown here and continues to age 65, the potential cumulative benefit of this policy would be..... \$1,930,500

The potential cumulative benefit with a 3% COLA rider would be..... \$3,403,308

OPTIONAL BENEFITS INCLUDED IN THIS QUOTE

Residual Disability Rider Future
Increase Option Rider: \$5,500 Cost of
Living Adjustment Rider - 3%

LEVEL PREMIUM PAYABLE TO AGE 65

This illustration was prepared without reference to our income and participation rules. The rules may allow higher benefits or may require lower benefits than those shown here.

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Continued...

2.5.0 (Build 37)

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GRADED AND LEVEL

PREMIUM COMPARISON

<u>Age</u>	<u>Year</u>	<u>Graded Annual Premium</u>	<u>Level Annual Premium</u>	<u>Annual Premium Difference</u>	<u>Premium Cumulative Difference</u>
29	1	1,763	2,554	792	792
30	2	1,767	2,554	787	1,579
31	3	1,773	2,554	781	2,360
32	4	1,779	2,554	775	3,136
33	5	1,786	2,554	768	3,904
34	6	1,806	2,554	748	4,652
35	7	1,855	2,554	699	5,351
36	8	1,944	2,554	610	5,961
37	9	2,064	2,554	490	6,450
38	10	2,213	2,554	341	6,791
39	11	2,378	2,554	176	6,967
40	12	2,558	2,554	-4	6,964
41	13	2,753	2,554	-199	6,765
42	14	2,969	2,554	-415	6,350
43	15	3,201	2,554	-647	5,703
44	16	3,441	2,554	-887	4,816
45	17	3,683	2,554	-1,128	3,688
46	18	3,939	2,554	-1,385	2,303
47	19	4,212	2,554	-1,658	645
48	20	4,486	2,554	-1,932	-1,287
49	21	4,744	2,554	-2,190	-3,477
50	22	4,970	2,554	-2,416	-5,893
51	23	5,167	2,554	-2,613	-8,506
52	24	5,349	2,554	-2,794	-11,300
53	25	5,506	2,554	-2,952	-14,252
54	26	5,629	2,554	-3,074	-17,327
55	27	5,091	2,554	-2,537	-19,863
56	28	5,131	2,279	-2,852	-22,715
57	29	5,143	2,279	-2,864	-25,579
58	30	5,120	2,279	-2,841	-28,420
59	31	5,055	2,279	-2,776	-31,196
60	32	4,938	2,279	-2,659	-33,855
61	33	4,938	2,279	-2,659	-36,514
62	34	4,938	2,279	-2,659	-39,173
63	35	4,938	2,279	-2,659	-41,832
64	36	4,938	2,279	-2,659	-44,491

Note: FIO Rider premium removed at age 55, when rider expires.

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Provider Plus Policy (1100)

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STATE: SC SEX: Male AGE: 29
OCCUPATIONAL CLASS: 4P

11-30-2005

POLICY BENEFITS

NONCANCELLABLE AND GUARANTEED RENEWABLE TO AGE 65

The policy is noncancellable and guaranteed renewable to age 65. It can be renewed at the end of each term until you are age 65. During that time we cannot change the premium or cancel the policy.

After Age 65, there is a conditional right to renew the policy as long as you are at work full-time (minimum of thirty hours each week for at least ten months each year). Premiums can change based upon our rates then in effect for persons of the same age and class of risk.

TOTAL DISABILITY

Total disability means that because of sickness or injury, you are not able to perform the material and substantial duties of your occupation. Your occupation means the regular occupation (or occupations, if more than one) in which you are engaged at the time you become disabled. You will be totally disabled even if you are at work in some other capacity so long as you are not able to work in your occupation.

If your occupation is limited to a single medical specialty certified by the American Board of Medical Specialties or a single dental specialty recognized by the American Dental Association, we will deem your specialty to be your occupation.

This policy will pay a benefit of \$4,500 when you are totally disabled.

EXCLUSIONS

We will not pay benefits:

- During any period of time in which you are incarcerated; or
- For any disability caused by, contributed to, or which results from the suspension, revocation or surrender of your professional or occupational license or certification; or
- For normal pregnancy or childbirth during the first 3 months of total disability or, the elimination period, if longer.

PRE-EXISTING CONDITION LIMITATION

We will not cover any loss that begins in the first two years after the date of issue from a pre-existing condition.

FOREIGN RESIDENCY LIMITATION

We will not pay benefits for more than twelve months during the lifetime of this policy when you are not a resident of the United States or Canada.

ELIMINATION PERIOD

When you are disabled under the terms of policy, benefits will start after you have satisfied the 3 month elimination period. The elimination period is the number of months for which we will not pay benefits at the start of the claim. You must be disabled, from the same or different cause, for this entire period. The days within this period need not be consecutive, but they must occur within the accumulation period. The accumulation period is a period of consecutive months that begins on the first day that you are disabled and during which the elimination period must be satisfied. You have an accumulation period of 7 Months in which to satisfy the elimination period.

WAIVER OF ELIMINATION PERIOD

We will waive the elimination period if you become disabled within five years after the end of a prior period of disability which lasted more than six months and for which we paid benefits. This can mean first day coverage for all periods of disability beginning within 5 years after full recovery, regardless of cause.

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POLICY BENEFITS (cont d)

RECURRENT PERIODS OF DISABILITY

After the elimination period has been satisfied, recurrent periods of disability will be considered one continuous period of disability if they result from the same cause or causes and are not separated by a recovery of more than: 12 months if your benefit period is to age 65 or longer and recurrence occurs before age 60; or, 6 months in all other instances. If a recurrent period of disability arises from a different cause, we will consider your loss to be a separate and unrelated period of disability.

WAIVER OF PREMIUM

If you are totally (or Residually if the Residual rider is selected) disabled for at least 3 months (or the length of the elimination period, if shorter), we will refund any premiums due and paid during that period. Then we will waive any later premium that falls due while you are continuously so disabled, or within 3 months after you recover. If your term is less than 12 months, and you are still disabled and eligible for waiver on a policy anniversary, we will then change your term to 12 months.

Waiver of Premium will also apply if monthly indemnity is payable because you have met the requirements of Waiver of Elimination Period, Recurrent Periods of Disability or Presumptive Total Disability.

PRESUMPTIVE TOTAL DISABILITY BENEFIT

We will always consider you to be totally disabled, even if you are at work, if sickness or injury results in your total and complete loss of: the sight of both eyes; or hearing of both ears; or power of speech; or the use of two arms, or two legs, or one arm and one leg, in their entirety. We will waive the unexpired part of the elimination period from the date of loss.

CAPITAL SUM BENEFIT

If you suffer a capital loss while the policy is in force and survive it for 30 days, we will pay the capital sum for each loss. But we will not pay for more than two such losses in your lifetime.

A capital loss means the entire loss of the sight in one eye, with no possible recovery; or the complete loss of a hand or foot by severance through or above the wrist or ankle. Such loss must result from a sickness or injury. If your policy terminates, we will pay for a capital loss, which results from an injury sustained while this policy was in force, and which occurs within 90 days after the date of that injury.

The capital sum benefit is 12 times the monthly indemnity, including any SIS. This is a lump sum benefit payable in addition to any other indemnity payable under the policy.

BENEFIT PERIOD

The benefit period is the longest period of time for which we will pay benefits for continuous disability from the same cause. The benefit period for this policy is:

To age 65 if disability begins before age 60
60 months if disability begins at or after age 60 but before age 61
48 months if disability begins at or after age 61 but before age 62
42 months if disability begins at or after age 62 but before age 63
36 months if disability begins at or after age 63 but before age 64
30 months if disability begins at or after age 64 but before age 65
24 months if disability begins at or after age 65 but before age 75
12 months if disability begins at or after age 75

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OPTIONAL BENEFIT RIDERS

RESIDUAL DISABILITY RIDER

Residual Disability means that you are at work and are not totally disabled under the terms of the policy, but because of sickness or injury, your loss of income is at least 20% of your prior income. No prior period of total disability is required to qualify for the Residual benefit. During the first six months in which Residual benefits are payable, we will deem your loss of income to be 50% of prior income or the percentage of loss, if greater.

If there is an income loss of more than 75%, your loss will be deemed to be 100%. There is no requirement of inability to perform certain duties or that there be any particular percentage loss of business time.

For instance, if you return to work after a disability, you could receive the Residual benefit because of income loss resulting from that disability even if you are working full time. This often happens because it takes time for account receivables to become cash flow.

The Residual benefit is equal to your loss of income divided by your prior income, times the monthly indemnity. If you select the Social Insurance Substitute, the SIS benefit will be added to the monthly indemnity in each month in which the SIS benefit is payable.

During Residual disability, you are paid until your loss of income is less than 20% of your prior income or, if lower, the monthly benefit is less than \$500.

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OPTIONAL BENEFIT RIDERS (cont'd)

FUTURE INCREASE OPTION RIDER

This rider provides the option to purchase additional disability benefits in the future, thereby helping your coverage to keep pace with your rising income, despite any changes in your health or occupation.

This rider allows you to exercise an increase option. Increase option means the option to apply for an increase policy during an option period. Each increase policy applied for during an option period will be underwritten in accordance with our underwriting rules in effect when you exercise an increase option to determine the maximum amount of allowable coverage available to you. You must provide evidence of your income, employment and other insurance in force or for which you are eligible. You do not have to provide evidence of your medical insurability or occupation.

Until you are age 45, you may apply for all or part of the remaining total increase option during an option period. On and after age 45, you may apply for up to one-third of the total increase option, not to exceed the remaining total increase option available to you under this rider, during an option period.

EXERCISING AN INCREASE OPTION WHEN DISABLED

Subject to the terms of this rider, you may exercise an increase option when you are disabled.

Your income for the purpose of exercising an increase option when you are disabled will be based upon the 12-month period immediately prior to the onset of your disability.

If you exercise an increase option when you are disabled, any increase policy issued will only apply to a new separate disability. Under no circumstances will an increase policy issued during a period of disability pay a benefit for the current disability.

The premium for an increase policy issued during a period of disability will be waived if premiums are then being waived for this policy. Please refer to your policy, if issued, for specific details of the Future Increase Option Rider. **COST OF LIVING ADJUSTMENT RIDER**

At the end of each 12 months in a continuous claim before age 65, benefits will be adjusted at a compounded rate to reflect annual changes in the Consumer Price Index. Each adjustment cannot be more than we would have paid if the CPI-U had increased exactly by the maximum increase percent, which you selected at 3%. Before you are age 65, there is no total limit on the amount of adjusted indemnity you can receive.

When you recover, whatever increase has been put into effect under the rider will remain as a permanent increase, at no extra premium cost to age 65. The cost of living adjustment rider applies to the Residual disability and the Social Insurance Substitute riders, if selected.

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COST OF LIVING ADJUSTMENT RIDER

Monthly Buying Power = Without 3% COLA Rider, assuming constant 3% increase in CPI-U each year
 Monthly Indemnity with 3% COLA Rider = Assumes constant 3% increase in CPI-U each year
 Cumulative Annual = Monthly Indemnity With 3% COLA Rider, assuming 3% increase in CPI-U each year

Year	Monthly Indemnity without 3% COLA Rider	Monthly Buying Power	Monthly Indemnity with 3% COLA Rider	Cumulative Annual
1	\$4,500	\$4,500	\$4,500	\$40,500
2	\$4,500	\$4,369	\$5,065	\$96,120
3	\$4,500	\$4,242		\$153,409
4	\$4,500	\$4,118	\$5,217	\$212,416
5	\$4,500	\$3,998	\$5,871	\$273,193
6	\$4,500	\$3,882	\$6,048	\$335,794
7	\$4,500	\$3,769	\$6,807	\$400,273
8	\$4,500	\$3,659		\$466,686
9	\$4,500	\$3,552	\$7,011	\$535,092
10	\$4,500	\$3,449	\$7,891	\$605,549
11	\$4,500	\$3,348	\$8,128	\$678,121
12	\$4,500	\$3,251	\$9,148	\$752,870
13	\$4,500	\$3,156		\$829,861
14	\$4,500	\$3,064		\$909,162
15	\$4,500	\$2,975		\$990,841
16	\$4,500	\$2,888		\$1,074,972
17	\$4,500	\$2,804		\$1,161,626
18	\$4,500	\$2,723		\$1,250,880
19	\$4,500	\$2,643		\$1,342,811
20	\$4,500	\$2,566		\$1,437,500
21	\$4,500	\$2,492		\$1,535,030
22	\$4,500	\$2,419		\$1,635,486
23	\$4,500	\$2,349		\$1,738,956
24	\$4,500	\$2,280		\$1,845,529
25	\$4,500	\$2,214		\$1,955,300
26	\$4,500	\$2,149		\$2,068,364
27	\$4,500	\$2,087		\$2,184,820
28	\$4,500	\$2,026		\$2,304,770
29	\$4,500	\$1,967		\$2,428,318
30	\$4,500	\$1,910		\$2,555,572

The Illustration only shows the potential monthly benefit. That amount may be higher if benefits are increased under the optional SIS and AIR riders.

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COST OF LIVING ADJUSTMENT RIDER (Continued)

Year	Monthly Indemnity without 3% COLA Rider	Monthly Buying Power	Monthly Indemnity with 3% COLA Rider	Cumulative Annual
31	\$4,500	\$1,854	\$10,923	\$2,686,645
32	\$4,500	\$1,800	\$11,250	\$2,821,649
33	\$4,500	\$1,748	\$11,588	\$2,960,703
34	\$4,500	\$1,697	\$11,936	\$3,103,930
35	\$4,500	\$1,647	\$12,294	\$3,251,452
36	\$4,500	\$1,599	\$12,662	\$3,403,401

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Policy Form ProviderPlus (1100): Premium rates vary by age, sex and occupation.

Benefit amounts are subject to our limits and underwriting standards which may require a medical examination or blood test.

This policy provides disability income insurance. 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 Provider Plus (Form 1100) is at least 50%. This ratio is the portion of the future premiums, which the company expects to return as benefits when averaged over all people with this policy.

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End of Illustration

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