

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

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

Berkshire Life hereby furnishes insurance to the extent set out in this policy. All of the provisions on this and pages which follow are part of this policy.



David L. Kalib, CLU
Secretary



James W. Zilinski, CLU
President

You and your mean the person insured.
We, us, our, and Berkshire Life mean the
Berkshire Life Insurance Company of America.

NONCANCELLABLE AND GUARANTEED RENEWABLE TO AGE 65

You may renew this policy at the end of each term until you are age 65. During that time, we cannot change the premium or cancel this policy.

**CONDITIONAL RIGHT TO RENEW AFTER AGE 65—
PREMIUMS CAN CHANGE**

After you are age 65, you may renew this policy at the end of each term as long as you are at work full time. There is no age limit. But you must be at work at least thirty hours each week for at least ten months each year.

Your premium will be at our rates then in effect for persons of your age and class of risk. We have the right to change such premiums on a class basis on any policy anniversary.

NOTICE OF TEN DAY RIGHT TO REVIEW POLICY

You have ten days to review this policy from the date you receive it. Within that time, you can deliver or mail it to our home office or to any authorized agent or agency for a prompt refund of all premiums. This policy will then be void from the start.

Disability Income Policy

Non-Participating

1100 (06/01)

Berkshire Life Insurance Company of America is a subsidiary of
The Guardian Life Insurance Company of America, NY, NY

▶ *A guaranteed premium up to age 65.*

◀ *Conditionally renewable after that, as long as you are working full time.*

SCHEDULE PAGE

INSURED-JOHN DOE

POLICY NUMBER - Z0123456

OWNER-JOHN DOE

DATE OF ISSUE - 11/01/2002

LOSS PAYEE-JOHN DOE

LAST CHANGE DATE - 11/01/2002

TERM - 12 MONTHS

OCCUPATION CLASS-5

DATE OF BIRTH-11/05/1965

AGE AT ISSUE-36

PREMIUM DISCOUNT CLASS - PREFERRED
- NON-TOBACCO USER

ANNUAL PREMIUM FOR:

-BASIC BENEFITS	\$ 0,000.00
-SOCIAL INSURANCE SUBSTITUTE RIDER (FORM NO. 1101)	\$ 000.00
-RESIDUAL DISABILITY RIDER (FORM NO. 1102)	\$ 000.00
-AUTOMATIC INCREASE RIDER (FORM NO. 1106)	\$ 000.00
-GROUP DISABILITY INSURANCE REPLACEMENT RIDER (FORM NO. 1108)	\$ 000.00
-FUTURE INCREASE OPTION RIDER (FORM NO. 1105)	\$ 000.00
-COST OF LIVING ADJUSTMENT RIDER (FORM NO. 1104)	\$ 000.00
-UNEMPLOYMENT PREMIUM WAIVER OPTION RIDER (FORM NO. 1109)	\$ 000.00

TOTAL ANNUAL PREMIUM*-	\$ 0,000.00
TERM PREMIUM -	\$ 0,000.00

-ELIMINATION AND ACCUMULATION PERIODS-

ELIMINATION PERIOD - 2 MONTHS ACCUMULATION PERIOD - 5 MONTHS

*MODAL PREMIUMS (FIRST YEAR):

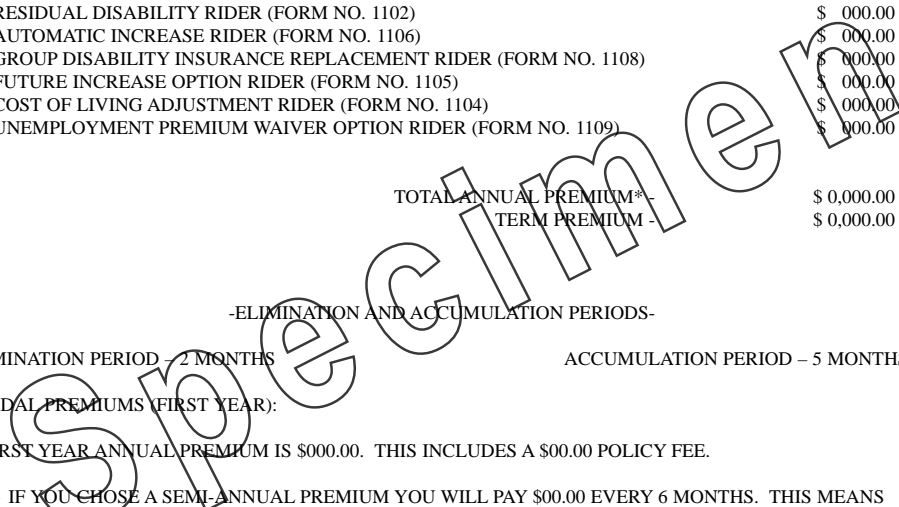
FIRST YEAR ANNUAL PREMIUM IS \$000.00. THIS INCLUDES A \$00.00 POLICY FEE.

- IF YOU CHOSE A SEMI-ANNUAL PREMIUM YOU WILL PAY \$00.00 EVERY 6 MONTHS. THIS MEANS YOU ARE PAYING AN ADDITIONAL \$00.00 OR ##% PER YEAR, OR A TOTAL ANNUALIZED PREMIUM OF \$00.00.
- IF YOU CHOSE A QUARTERLY PREMIUM YOU WILL PAY \$00.00 EVERY 3 MONTHS. THIS MEANS YOU ARE PAYING AN ADDITIONAL \$00.00 OR ##% PER YEAR, OR A TOTAL ANNUALIZED PREMIUM OF \$00.00.
- IF YOU CHOSE A MONTHLY PREMIUM YOU WILL PAY \$00.00 EVERY MONTH. THIS MEANS YOU ARE PAYING AN ADDITIONAL \$00.00 OR ##% PER YEAR, OR A TOTAL ANNUALIZED PREMIUM OF \$00.00.
- IF YOU CHOSE AN AUTOMATIC PAYMENT PLAN YOU WILL PAY \$00.00 EVERY MONTH. THIS MEANS YOU ARE PAYING AN ADDITIONAL \$00.00 OR ##% PER YEAR, OR A TOTAL ANNUALIZED PREMIUM OF \$00.00.

THE ADDITIONAL CHARGE THAT IS ADDED FOR PAYING IN INSTALLMENTS WILL REMAIN THE SAME FOR THE LIFE OF THE POLICY. PREMIUMS DO NOT REFLECT AUTOMATIC INCREASE RIDER PREMIUMS. MODAL PREMIUMS DO NOT REFLECT ALL DISCOUNTS YOU MAY QUALIFY FOR.

Preferred risk and non-tobacco user discounts available.

EP AP
1 month 3 months
2 months 5 months
3 months 7 months
6 months 12 months
*12 months 18 months
*24 months 30 months
*not available in some states.



--BENEFIT PERIOD--

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

--LIFETIME EXTENSION FOR TOTAL DISABILITY--

IF YOU BECOME TOTALLY DISABLED BEFORE AGE 65 AND REMAIN CONTINUOUSLY SO DISABLED TO THE END OF THE BENEFIT PERIOD: WE WILL PAY A PERCENTAGE OF THE MONTHLY INDEMNITY EACH MONTH FOR THE REST OF YOUR LIFE WHILE YOU ARE TOTALLY DISABLED.

WE WILL BASE THE PERCENTAGE OF MONTHLY INDEMNITY ON YOUR AGE WHEN YOU BECAME TOTALLY DISABLED AS SHOWN IN THE TABLE BELOW.

FOR PURPOSES OF THIS TABLE, WE WILL USE THE AMOUNT OF MONTHLY INDEMNITY THAT IS PAYABLE FOR TOTAL DISABILITY IN THE LAST MONTH OF THE BENEFIT PERIOD.

THIS PROVISION APPLIES ONLY TO THE MONTHLY INDEMNITY. IT DOES NOT CHANGE THE TIME AT WHICH ANY OTHER BENEFIT OF THIS POLICY EXPIRES.

IF TOTAL DISABILITY STARTS:	PERCENTAGE OF MONTHLY INDEMNITY PAYABLE AFTER THE BENEFIT PERIOD ENDS
PRIOR TO AGE 46	100%
AT OR AFTER AGE 46 BUT BEFORE AGE 47	95%
AT OR AFTER AGE 47 BUT BEFORE AGE 48	90%
AT OR AFTER AGE 48 BUT BEFORE AGE 49	85%
AT OR AFTER AGE 49 BUT BEFORE AGE 50	80%
AT OR AFTER AGE 50 BUT BEFORE AGE 51	75%
AT OR AFTER AGE 51 BUT BEFORE AGE 52	70%
AT OR AFTER AGE 52 BUT BEFORE AGE 53	65%
AT OR AFTER AGE 53 BUT BEFORE AGE 54	60%
AT OR AFTER AGE 54 BUT BEFORE AGE 55	55%
AT OR AFTER AGE 55 BUT BEFORE AGE 56	50%
AT OR AFTER AGE 56 BUT BEFORE AGE 57	45%
AT OR AFTER AGE 57 BUT BEFORE AGE 58	40%
AT OR AFTER AGE 58 BUT BEFORE AGE 59	35%
AT OR AFTER AGE 59 BUT BEFORE AGE 60	30%
AT OR AFTER AGE 60 BUT BEFORE AGE 61	25%
AT OR AFTER AGE 61 BUT BEFORE AGE 62	20%
AT OR AFTER AGE 62 BUT BEFORE AGE 63	15%
AT OR AFTER AGE 63 BUT BEFORE AGE 64	10%
AT OR AFTER AGE 64 BUT BEFORE AGE 65	5%

Benefit period meets federal guidelines for nondiscrimination in employment because of age.

To age 65 benefit period with lifetime extension (classes 6-3 only).

Table grades down 5% a year from age 46 to age at which total disability starts.

Benefit period can be: Classes 6-3 - 2 years, 5 years, or to age 65; Class 2 - 2 years or 5 years only.

-TABLE OF BASIC BENEFITS—

- MONTHLY INDEMNITY	\$ 0,000.00
- CAPITAL SUM	\$ 0,000.00

-TABLE OF OPTIONAL BENEFITS-

THE RENEWAL PROVISION OF EACH OPTIONAL RIDER MAY DIFFER FROM THAT OF THIS POLICY. SEE EACH RIDER FOR DETAILS.

-SOCIAL INSURANCE SUBSTITUTE (FORM NO. 1101) SIS MONTHLY MAXIMUM	\$ 0,000.00
-RESIDUAL DISABILITY (FORM NO. 1102)	
-AUTOMATIC INCREASE RIDER (FORM NO. 1106)	
-GROUP DISABILITY INSURANCE REPLACEMENT (FORM NO. 1108) REPLACEMENT OPTION	\$ 0,000.00
-FUTURE INCREASE OPTION (FORM NO. 1105) TOTAL INCREASE OPTION	\$ 0,000.00
-COST OF LIVING ADJUSTMENT (FORM NO. 1104) MAXIMUM INCREASE PERCENT	03 PERCENT
-UNEMPLOYMENT PREMIUM WAIVER OPTION (FORM NO. 1109)	

--BENEFITS AND PREMIUMS AFTER AGE 65—

IF YOU RENEW THIS POLICY WHEN YOU ARE AGE 65, WE WILL ISSUE A NEW SCHEDULE PAGE AT THAT TIME. BENEFITS WILL BE LIMITED TO THOSE SHOWN IN THE TABLE OF BASIC BENEFITS ABOVE:

PREMIUMS FOR THIS POLICY MAY INCREASE ON RENEWAL AT OR AFTER AGE 65 AND WILL BE AT OUR RATES THEN IN EFFECT FOR PERSONS OF YOUR AGE AND CLASS OF RISK.

LICENSED RESIDENT AGENT'S COUNTERSIGNATURE

(IN STATES WHERE REQUIRED)

12 times the monthly indemnity, including SIS.

Optional Benefits include:

The SIS benefit may be paid even when you are receiving social insurance benefits. The SIS monthly maximum will be reduced by the amount received from any social insurance plan. Available to all classes.

The right to purchase additional benefits as income grows. Available to classes 6-3.

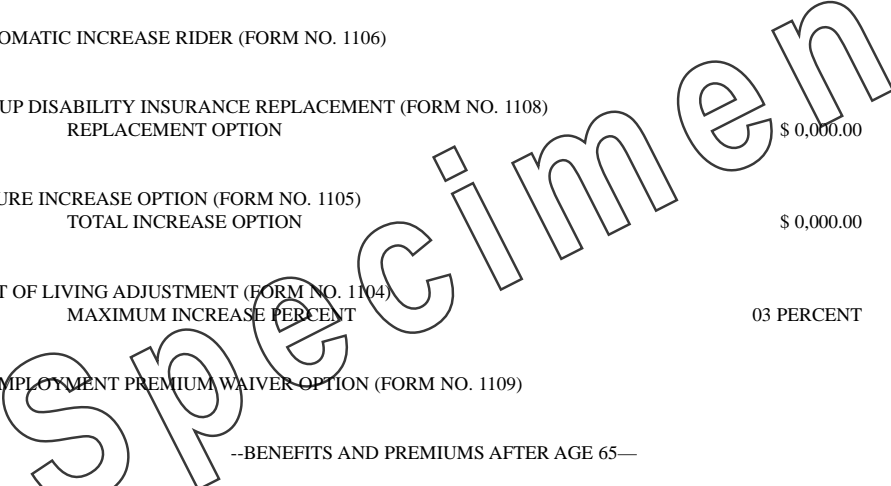
Premium waived if you become unemployed. Available to all classes.

Residual Disability available to classes 6-3. Partial Disability available to class 2.

May also be 6%. Available to classes 6-3.

Option to purchase additional coverage if your group LTD has terminated. Available to all classes.

Automatically increases your monthly indemnity. Available to classes 6-3.



This policy is a legal contract between
you and Berkshire Life. READ IT WITH CARE.

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Additional benefits, if any, are shown in the schedule page
and are described in the rider forms attached to this policy.

If you have questions about your policy,
you may call Berkshire Life at 1-800-819-2468 or 413-499-4321.

EXCLUSIONS AND LIMITATIONS

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.

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.

Preexisting Condition Limitation

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

A *preexisting* condition means a physical or mental condition:

- which was misrepresented or not disclosed in your application; and
- for which you received a physician's advice or treatment within two years before the date of issue; or
- which caused symptoms within one year before the date of issue for which a prudent person would usually seek medical advice or treatment.

DEFINITIONS

Accumulation Period

The accumulation period is shown in the schedule page. It 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.

Benefit Period

The benefit period is shown in the schedule page. It is the longest period of time for which we will pay indemnity for continuous disability from the same cause.

Elimination Period

The elimination period is shown in the schedule page. It is the number of months for which we will not pay benefits at the start of a claim. 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. Each month of continuous disability will be calculated from the date disability began to the same date in each subsequent month. For periods of disability that are less than one month, we will consider each day of disability to be 1/30 of a month.

Injury

Injury means accidental bodily injury which occurs while this policy is in force.

Loss Payee

You are the loss payee unless some other person is named in the schedule page. We will pay all benefits to the loss payee.

Monthly Indemnity

The monthly indemnity is shown in the schedule page. It is the amount we will pay for each month of total disability.

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

Owner

You are the owner unless some other person is named in the schedule page. The owner has the right to renew this policy; to request a change in benefits; and to change the loss payee.

Physician

Physician means a legally qualified physician or surgeon other than the insured who is acting within the scope of his or her license.

Sickness

Sickness means a sickness or disease which is diagnosed and treated while this policy is in force.

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.

BENEFIT PROVISIONS

Total Disability Benefit

When you are totally disabled we will pay the monthly indemnity as follows:

- You must become totally disabled while this policy is in force.
- You must remain so disabled for the length of the elimination period. No indemnity is payable during that period.
- After that, monthly indemnity will be payable at the end of each month while you are totally disabled.
- Monthly indemnity will stop at the end of the benefit period or, if earlier, on the date you are no longer totally disabled.

We will not increase the rate of monthly indemnity because you are totally disabled from more than one cause at the same time.

Medical Care Requirement

We will not pay benefits under this policy for any period of disability during which you are not under the care of a physician. Such care must be appropriate, according to generally accepted medical standards, for the condition which is causing the disability, and must be provided by a physician whose specialty is appropriate for your sickness or injury.

▶ We will waive the medical care requirement during any claim under this policy upon reasonable proof that your sickness or injury no longer requires the regular care of a physician under prevailing medical standards. Such waiver will not restrict our rights under the provision of this policy called "Physical examinations."

Fractional Month

We will pay benefits at the rate of 1/30 of the monthly indemnity for each day for which we are liable when you are disabled for less than a full month.

Coverage in your occupation, even if you are performing unrelated duties in a different occupation.

If your occupation at time of claim consists only of the duties of a single specialty, then your specialty will be considered your occupation.

We will waive the medical care requirement in certain situations.

Occ Classes 6, 5, 4 and 4P

Owner

You are the owner unless some other person is named in the schedule page. The owner has the right to renew this policy; to request a change in benefits; and to change the loss payee.

Physician

Physician means a legally qualified physician or surgeon other than the insured who is acting within the scope of his or her license.

Sickness

Sickness means a sickness or disease which is diagnosed and treated while this policy is in force.

Total Disability

Until we have paid benefits for five years in the same claim, total disability means that, because of sickness or injury, you are not able to perform the material and substantial duties of your occupation.

After that in the same claim, total disability means that, because of sickness or injury, you are not able to perform the material and substantial duties of your occupation and you are not at work in any occupation.

Your occupation means the regular occupation (or occupations, if more than one) in which you are engaged at the time you become disabled.

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.

BENEFIT PROVISIONS

Total Disability Benefit

When you are totally disabled we will pay the monthly indemnity as follows:

- You must become totally disabled while this policy is in force.
- You must remain so disabled for the length of the elimination period. No indemnity is payable during that period.
- After that, monthly indemnity will be payable at the end of each month while you are totally disabled.
- Monthly indemnity will stop at the end of the benefit period or, if earlier, on the date you are no longer totally disabled.

We will not increase the rate of monthly indemnity because you are totally disabled from more than one cause at the same time.

Medical Care Requirement

We will not pay benefits under this policy for any period of disability during which you are not under the care of a physician. Such care must be appropriate, according to generally accepted medical standards, for the condition which is causing the disability, and must be provided by a physician whose specialty is appropriate for your sickness or injury.

We will waive the medical care requirement during any claim under this policy upon reasonable proof that your sickness or injury no longer requires the regular care of a physician under prevailing medical standards. Such waiver will not restrict our rights under the provision of this policy called "Physical examinations."

Fractional Month

We will pay benefits at the rate of 1/30 of the monthly indemnity for each day for which we are liable when you are disabled for less than a full month.

Five-year coverage in your occupation, even if you are performing unrelated duties in a different occupation.

If your occupation at time of claim consists only of the duties of a single specialty, then your specialty will be considered your occupation.

We will waive the medical care requirements in certain situations.

Occ Class 3

Owner

You are the owner unless some other person is named in the schedule page. The owner has the right to renew this policy; to request a change in benefits; and to change the loss payee.

Physician

Physician means a legally qualified physician or surgeon other than the insured who is acting within the scope of his or her license.

Sickness

Sickness means a sickness or disease which is diagnosed and treated while this policy is in force.

Total Disability

Until we have paid benefits for five years in the same claim, total disability means that, because of sickness or injury, you are not able to perform the material and substantial duties of your occupation.

After that in the same claim, total disability means that, because of sickness or injury, you are not able to perform the material and substantial duties of your occupation and you are not at work in any occupation.

Your occupation means the regular occupation (or occupations, if more than one) in which you are engaged at the time you become disabled.

BENEFIT PROVISIONS

Total Disability Benefit

When you are totally disabled we will pay the monthly indemnity as follows:

- You must become totally disabled while this policy is in force.
- You must remain so disabled for the length of the elimination period. No indemnity is payable during that period.
- After that, monthly indemnity will be payable at the end of each month while you are totally disabled.
- Monthly indemnity will stop at the end of the benefit period or, if earlier, on the date you are no longer totally disabled.

We will not increase the rate of monthly indemnity because you are totally disabled from more than one cause at the same time.

Medical Care Requirement

We will not pay benefits under this policy for any period of disability during which you are not under the care of a physician. Such care must be appropriate, according to generally accepted medical standards, for the condition which is causing the disability, and must be provided by a physician whose specialty is appropriate for your sickness or injury.

We will waive the medical care requirement during any claim under this policy upon reasonable proof that your sickness or injury no longer requires the regular care of a physician under prevailing medical standards. Such waiver will not restrict our rights under the provision of this policy called "Physical examinations."

Fractional Month

We will pay benefits at the rate of 1/30 of the monthly indemnity for each day for which we are liable when you are disabled for less than a full month.

Five-year coverage in your occupation, even if you are performing unrelated duties in a different occupation.

We will waive the medical care requirement in certain situations.

Occ Class 2

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

► *Payable in addition to any other indemnity.*

► *You may be deemed totally disabled, even if you are at work.*

► *An additional benefit, to help you get back to work.*

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.

Recurrent Periods of Disability

After the elimination period has been satisfied, we will consider recurrent periods of disability to be 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 the benefit period is to age 65 or longer and recurrence occurs before age 60; or
- 6 months in all other instances, including recurrence at or after age 60.

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.

Capital Sum Benefit

The capital sum is shown in the schedule page. This lump sum is in addition to any other indemnity payable under this policy.

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 sickness or injury.

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

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
- the hearing of both ears; or
- the 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. We will pay the monthly indemnity each month while such loss continues from the date of loss to the end of the benefit period. You must give us satisfactory proof of loss. But you do not have to be under the continuing care of a physician.

Rehabilitation Benefit

If you enroll in a rehabilitation program while you are totally disabled, we will pay a benefit to meet some of the costs you may incur. All of the following conditions apply:

- We must agree to the program in writing before you enroll.
- The program must be a formal plan of retraining that will help you to return to work in your occupation.
- It must be directed by an organization or individual who is licensed or accredited to provide vocational training or education to persons who are totally disabled.
- We will pay only those costs which are not otherwise covered by health care insurance, workers' compensation, or any public fund or program.

◀ *No new elimination period if a disability from the same cause or causes occurs within 12 months of a previous period of disability, if the benefit period is to age 65 or longer and recurrence occurs before age 60 (six months in all other instances).*

Benefits are payable the same as for sickness.

Transplant and Cosmetic Surgery Benefit

If you are totally disabled because of:

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

we will deem you to be disabled as the result of sickness.

Waiver of Premium Benefit

If you are totally 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.

A three-month extension of premium waiver after recovery.

Annualization of waived premium.

On each waiver, we will renew this policy for another term of the same length as that in effect when claim began. If that term was less than twelve months and you are still disabled and eligible for waiver on a policy anniversary, we will then change the term to twelve months.

You have the right to resume payment of premiums when you recover and the waiver of premium benefit ends. At that time, you can change the term back to its original length if you wish.

Waiver of Premium also applies when Waiver of Elimination Period, Recurrent Periods of Disability or the Presumptive Total Disability Benefit are operative.

This waiver of premium benefit will also apply if monthly indemnity is payable because you have met the requirements of any of the provisions called Waiver of Elimination Period, Recurrent Periods of Disability, or Presumptive Total Disability Benefit.

Nothing in this provision will change the conditions for renewal after age 65 that require you to be at work full time.

CLAIM PROVISIONS

Notice of Claim

You must give us notice of claim within 30 days after any loss which is covered by this policy occurs or starts, or as soon after that as is reasonably possible. Notice, with sufficient information to identify you, will be deemed notice to us if given to us at our home office, 700 South Street, Pittsfield, MA 01201, or to an authorized Agent.

Claim Forms

When we get your notice of claim, we will send claim forms for filing proof of loss. If we do not send you such forms within 15 days after your notice, you may submit a written statement within the time fixed in this policy for filing proof of loss, which proves the nature and extent of the loss for which claim is made.

Time for Filing Proof of Loss

We are liable for benefits at the end of each month while you are disabled beyond the elimination period until the benefit period ends or, if earlier, the date you recover.

You must give us proof of loss at our home office or at any authorized agency office:

- for loss from disability within 90 days after the end of the period for which we are liable; and
- for any other loss within 90 days after the date of the loss.

If you cannot reasonably give us proof of loss within such time, we will not deny or reduce claim if you give us proof as soon as possible. But we will not pay benefits in any case if proof is delayed for more than one year, unless you have lacked legal capacity.

Time of Payment of Claims

Subject to due written proof of loss, we will pay all accrued indemnity for disability each month. Any amounts unpaid when our liability ends will be paid immediately after we receive due written proof of loss.

We will pay benefits for any other covered loss immediately after we receive due written proof of loss.

Payment of Claims

We will pay all benefits of this policy to the loss payee.

If you are the loss payee, any accrued benefits unpaid at your death will be paid to your estate.

If any benefit of this policy becomes payable to your estate or to a minor or incompetent person, we may pay such benefit, up to \$1000, to any of your relatives by blood or marriage who we believe has a right to it. Any payment made in good faith under this provision will fully discharge us to the extent of such payment.

Physical Examination

We shall have the right and opportunity to have you medically examined at our expense when and as often as we may reasonably require while you claim to be disabled under this policy.

Legal Actions

No one can bring an action at law or in equity under this policy until 60 days after written proof has been furnished as required by this policy. In no case can an action be brought against us more than three years after written proof must be furnished.

Misstatement of Age

If your age has been misstated, the benefits will be what the premium paid would have bought at the correct age. If we would not have issued this 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 this policy.

PROVISIONS RELATING TO PREMIUM AND RENEWAL

Age

When we refer to a specific age -- such as age 65 -- we mean your age as of the policy anniversary that first occurs on or after the birthday on which you attain that age.

Policy Anniversary

A policy anniversary is the recurrence each year of the date of issue.

Premium and Grace Period

The term premium is shown in the schedule page. Premiums are due on the first day of each term. You have a grace period of 31 days in which to pay each premium due after the first one.

This policy stays in force during the grace period. If you have not paid the premium by the end of the grace period, this policy will lapse at 12:01 AM the next day.

If you die, we will refund to your estate that part of any premium which applies to the period after your date of death.

Grace period of 31 days. ►

Pro rata refund of premium if you die. ►

Termination of This Policy At or After Age 65

If you are not at work full time at the end of any term when you are age 65 or older, except by reason of total disability, this policy will terminate.

Termination will not prejudice any claim for total disability:

- which begins while this policy is in force; or
- which begins within 31 days after the date of termination as the result of an accident that occurred while this policy is in force.

If we accept any premium after you are age 65, this policy will stay in force to the end of the term which that premium covers.

Reinstatement

If this policy has lapsed at the end of the grace period, you can still keep it in force by paying the first overdue premium within 45 days of the time it was due.

After that, you can apply to reinstate this policy by completing an application and paying all overdue premiums. If we approve your application, your policy will be placed back in force on the date of such approval.

But if we have not approved or refused your application in writing within 45 days after receipt of such application and overdue premium, this policy will be reinstated on that 45th day. If we refuse to place this policy back in force, we will refund your premium.

In any case, this policy will be reinstated on the date that we or our agent accept a premium and do not ask for an application.

The reinstated policy will cover only loss that begins after the date of reinstatement. In all other respects, you and we will have the same rights under this policy as before it lapsed, subject to any provisions endorsed on or attached to it in connection with reinstatement.

Suspension During Military Service

We will suspend this policy on the date you go on active duty in the military service of any country or international authority. Such duty will not include temporary active duty by reservists for military training that lasts 90 days or less. We will refund that part of any premium paid for the period of such suspension.

You can place this policy back in force without evidence of good health or earned income as of the date of your discharge. To do so, you must apply in writing and pay the premium, both within 90 days after active duty ends.

We will base your premium on your age and class of risk when this policy was first issued. If you were disabled on or before the date of discharge, you must have recovered for at least six months before we will cover a later disability from the same cause.

Term Changes

On any premium due date, you can change the term to twelve months or six months or three months. But we will not allow any change which would result in a premium not being due on a policy anniversary.

GENERAL CONTRACT PROVISIONS

Consideration

We have issued this policy in consideration of the representations in your application and payment of the first term premium. A copy of your application is attached and is a part of this policy.

Effective Date of Insurance

Insurance takes effect on the date of issue for the term shown in the schedule page. Each term of this policy starts and ends at 12:01 AM standard time in the place where you live.

Preliminary term: if the schedule page shows a preliminary term and premium, this policy will be in force from the start of that period to the date of issue. All of your rights under this policy will begin on the first day of that term instead of on the date of issue. But this will not change the policy anniversary.

Entire Contract; Changes

This policy with its riders and attached papers, if any, is the entire contract of insurance. No change in this policy will be valid unless it has been endorsed on or attached to this policy in writing by the president, a vice president, the secretary or an assistant secretary of Berkshire Life.

No agent has authority to change this policy or waive any of its provisions.

Incontestable

This 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. No claim for a disability, as it is defined in the policy, that begins after two years from the effective date will be reduced or denied because a disease or physical condition existed prior to the effective date. This assumes that such disability was not excluded from coverage, by name or description, under this policy.

Conformity with State Laws

Any provision of this policy which, on the date of issue, is in conflict with the laws of the state in which you reside on such date is hereby amended to conform to the minimum requirements of such laws.

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

SOCIAL INSURANCE SUBSTITUTE RIDER

This rider is part of this policy and subject to all its conditions.

Premium and Renewal

The premium for this rider is shown in the schedule page. This rider will terminate when you are age 65.

DEFINITIONS

Social Insurance Plan

Social insurance plan means the benefits provided for disability or retirement under Social Security, or for disability under any workers' compensation or occupational disease law.

SIS Benefit

The SIS benefit is the additional monthly indemnity provided by this rider.

BENEFIT PROVISIONS

SIS Benefit Payment

The SIS benefit each month is equal to the SIS monthly maximum shown in the schedule page for this rider less any monthly benefit paid by any social insurance plan. The SIS benefit payable will be added to the monthly indemnity of your policy each month while you are disabled.

If your first payment from a social insurance plan includes a retroactive benefit, you do not have to refund any amounts we may have paid under this rider for the same period of disability which that benefit covers.

If your benefits from any social insurance plan change after the start of claim because of a cost of living increase or any other increase provided by law, we will not reduce your SIS monthly maximum by any such increase.

If any payment from a social insurance plan includes a lump sum settlement for future months of disability, we will deem that you are receiving such benefits on a pro rata basis in each of the months covered by the settlement.

Required Proof and Limitation

To receive the SIS benefit, you must give us proof of your status under each social insurance plan for which you may be eligible when and as often as we may reasonably require.

Such proof must include all correspondence between you and the claim office of your social insurance plan and must show that:

- you have made claim for the benefits to which you may be entitled under federal or state law;
- your claim has been approved, denied, or is still pending; and
- if denied, you are pursuing the review procedures which are available without cost to you.

We cannot require that you make any appeal that would cause you to incur legal fees. But if you are still denied social insurance plan benefits at the end of the review process, we can require that you reapply for them from time to time.

We cannot require that you apply for Social Security retirement benefits before you are age 65.

1101 (06/01)

▶ *Benefits are available even if you are receiving no fault or state disability benefits.*

▶ *Dollar-for-dollar offset.*

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

◀ *SIS also applies to the residual and cost of living riders (classes 6-3), and partial disability rider (classes 2 and 1) if selected, as well as to the capital sum benefit.*

When SIS Benefit Ends

We will stop the SIS benefit on the date that the first of the following events occurs:

- the benefit period ends; or
- you are no longer disabled; or
- you become age 65; or
- the benefits paid under all social insurance plans equal or exceed the SIS monthly maximum.

Berkshire Life Insurance Company of America



David Kalib
Secretary

Specimen

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

SOCIAL INSURANCE SUBSTITUTE RIDER

This rider is part of this policy and subject to all its conditions.

Premium and Renewal

The premium for this rider is shown in the schedule page.

This rider will terminate when you are age 65 or, if earlier, on the date you retire under the Social Security Act. We will refund any premiums paid for this rider that apply to any period in which you are paid retirement benefits under such Act.

DEFINITIONS

SIS Benefit

The SIS benefit is the additional indemnity provided by this rider.

BENEFIT PROVISIONS

SIS Benefit Payment

We will pay the SIS benefit shown in the schedule page each month when you are not receiving any benefits for disability or retirement under Social Security. The SIS benefit payable will be added to the monthly indemnity of your policy each month while you are disabled.

If your first payment from Social Security includes a retroactive benefit, you do not have to refund any amounts we may have paid under this rider for the same period of disability which that benefit covers.

Required Proof and Limitation

To receive the SIS benefit, you must give us proof of your status under Social Security when and as often as we may reasonably require.

Such proof must include all correspondence between you and your Social Security office and must show that:

- you have made claim for the benefits to which you may be entitled under federal law;
- your claim has been approved, denied, or is still pending; and
- if denied, you are pursuing the review procedures which are available without cost to you.

We cannot require that you make any appeal that would cause you to incur legal fees. But if you are still denied Social Security benefits at the end of the review process, we can require that you reapply for them from time to time.

We cannot require that you apply for Social Security retirement benefits before you are age 65.

When SIS Benefit Ends

We will stop the SIS benefit on the date that the first of the following events occurs:

- you start to receive benefits for disability or retirement under Social Security; or
- the benefit period ends; or
- you are no longer disabled; or
- you become age 65.

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David Kalib
Secretary

*SIS Rider
New Jersey/
New York
Occ Classes 6, 5, 4,
4P and 3*

*SIS also applies to
the residual and
cost of living
riders, if selected,
as well as to the
capital sum benefit.*

*No refund is
required if your
first Social Security
payment includes
retroactive benefits.*

*Benefits are
payable until
Social Security
benefits are
actually received.*

*Benefits are
payable even if you
are receiving
workers'
compensation, no-
fault or state
disability benefits.*

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Pittsfield, MA 01201

SOCIAL INSURANCE SUBSTITUTE RIDER

This rider is part of this policy and subject to all its conditions.

Premium and Renewal

The premium for this rider is shown in the schedule page.

This rider will terminate when you are age 65 or, if earlier, on the date you retire under the Social Security Act. We will refund any premiums paid for this rider that apply to any period in which you are paid retirement benefits under such Act.

DEFINITIONS

Social Insurance Plan

Social insurance plan means the benefits provided for disability or retirement under Social Security, or for disability under any workers' compensation or occupational disease law.

SIS Benefit

The SIS benefit is the additional indemnity provided by this rider.

BENEFIT PROVISIONS

SIS Benefit Payment

We will pay the SIS benefit shown in the schedule page each month when you are not receiving any benefits from any social insurance plan. The SIS benefit payable will be added to the monthly indemnity of your policy each month while you are disabled.

If your first payment from a social insurance plan includes a retroactive benefit, you do not have to refund any amounts we may have paid under this rider for the same period of disability which that benefit covers.

If any payment from a social insurance plan includes a lump sum settlement for future months of disability, we will deem that you are receiving such benefits on a pro rata basis in each of the months covered by the settlement.

Required Proof and Limitation

To receive the SIS benefit, you must give us proof of your status under each social insurance plan for which you may be eligible when and as often as we may reasonably require.

Such proof must include all correspondence between you and the claim office of your social insurance plan and must show that:

- you have made claim for the benefits to which you may be entitled under federal or state law;
- your claim has been approved, denied, or is still pending; and
- if denied, you are pursuing the review procedures which are available without cost to you.

We cannot require that you make any appeal that would cause you to incur legal fees. But if you are still denied social insurance plan benefits at the end of the review process, we can require that you reapply for them from time to time.

1101W NJ (06/01)

SIS Rider
New Jersey/
New York
Occ Classes
2 and 1

SIS also applies to
the partial
disability rider, if
selected, as well as
to the capital sum
benefit.

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

Benefits are payable until social insurance benefits are actually received.

When SIS Benefit Ends

We will stop the SIS benefit on the date that the first of the following events occurs:

- you start to receive benefits from any social insurance plan; or
- the benefit period ends; or
- you are no longer disabled; or
- you become age 65.

Berkshire Life Insurance Company of America



David Kalib

Secretary

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RESIDUAL DISABILITY RIDER

This rider is part of this policy and subject to all its conditions.

Premium and Renewal

The premium for this rider is shown in the schedule page. You may not renew this rider after you are age 65.

POLICY AMENDMENTS

The provisions of the policy called "Exclusions", "Elimination Period" and "Waiver of Premium" are amended as follows:

Exclusions

We will not pay benefits for normal pregnancy or childbirth during the first 3 months of total or residual disability or, the elimination period, if longer.

Elimination Period

You may be totally or residually disabled to satisfy the elimination period under the benefit provisions of this policy or rider.

Waiver of Premium

You may be totally or residually disabled to meet the conditions for waiver of premium of this policy.

DEFINITIONS

Residual disability means that you are at work and are not totally disabled under the terms of this policy but, because of sickness or injury your loss of income is at least 20% of your prior income.

Even if you have recovered from the sickness or injury that caused residual disability, we will continue to consider you residually disabled so long as your loss of income is still at least 20% of your prior income and the loss is the result of such sickness or injury.

Residual indemnity is a proportionate amount of the monthly indemnity for this policy.

Income means the compensation which you receive for work or personal services, after business expenses, but before any other deductions, as reported for federal income tax purposes. It includes salaries, wages, fees, commissions, bonuses, business profits, or other payments for your personal services, including pension and profit sharing contributions. If you are an owner of a closely held "C" corporation, income includes your proportionate share of the corporate taxable income, whether received or not.

Income does not include passive or unearned income from dividends, interest, rentals or royalties. It is not Adjusted Gross Income.

Prior income means your average monthly income for either the last full calendar tax year, or for the two calendar tax years with the highest earnings in the three 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 while you are residually disabled. But we will not include income received for services rendered prior to the start of the period of disability in your current income.

Loss of income means the difference between your prior income and your current income.

1102 (06/01)

▶ *No prior period of total disability required.*

▶ *No loss of time or duties required.*

▶ *We do not include in current income services rendered prior to your disability.*

◀ *Waiver of premium also applies to residual disability.*

Expenses mean the regular business expenses which you may deduct from gross earned income for federal tax purposes.

Prior expenses mean your average monthly expenses for the same period on which your prior income is based.

Current expenses mean your expenses in each month while you are residually disabled. During a claim under this rider, the current expenses you deduct from gross earned income may not exceed your prior expenses, except as adjusted by this rider.

BENEFIT PROVISIONS

When you are residually disabled, we will pay the residual indemnity each month as follows:

- You must become totally or residually disabled before you are age 65 while this policy is in force.
- You must remain so disabled for the length of the elimination period. No indemnity is payable during that period.
- After that, residual indemnity will be payable at the end of each month while you are residually disabled.

Computation of Residual Indemnity

Residual indemnity is determined by dividing (a) by (b) and multiplying by (c), where:

- (a) is loss of income;
- (b) is prior income; and
- (c) is monthly indemnity.

▶ *Residual also applies to the SIS rider, if selected.*

If you have a social insurance substitute rider, we will add the SIS benefit to the monthly indemnity in this equation in each month when the SIS benefit is payable.

How Residual Indemnity is Determined

After the elimination period has been satisfied, the actual percentage of loss will apply for the first six months of residual disability. After that, we will compute your residual indemnity for each six month period on the average of your current income for the preceding six months.

We may agree to a shorter or longer period of averaging, or we may agree not to use averaging at all in computing your residual indemnity. However, once we have agreed on the method to be used in any given claim for residual disability, such method cannot be changed.

If averaging is being used, it will also be used in determining residual indemnity under the enhancements described below.

▶ *You are guaranteed a benefit equal to a minimum of 50% income loss during the first six months that benefits are payable.*

Enhancements to Residual Indemnity

During the first six months in which residual indemnity is payable, we will deem your loss of income to be 50% of prior income or the percentage of loss, if greater.

If your loss of income is more than 75% of prior income, we will deem such loss to be 100%.

If your loss of income is less than 20% of prior income, we will continue to pay residual indemnity so long as such indemnity is at least \$500.

◀ *An income loss of more than 75% will be considered to be 100%.*

Adjustment of Prior Expenses

While you are disabled under this rider, we will adjust your prior expenses to reflect any increase in fixed expenses that you then incur under the terms of a lease or other contract which was in effect at the start of claim.

▶ *Annual adjustment of pre-disability earnings and expenses.*

Adjustment of Prior Income and Expenses Due to Inflation

At the end of each twelve months in a continuous claim before you are age 65, we will adjust your prior income and prior expenses to reflect changes in the cost of living since the start of claim.

Review date means the recurrence each year of the date on which you were first disabled in the same claim.

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

Index month means the calendar month that fell ninety days before the date on which you were first disabled in the same claim.

◀ *Adjustment made on anniversary of beginning of disability, not the end of the elimination period.*

▶ *Unlimited adjustment of prior earnings.*

On each review date in the same claim, we will adjust your prior income and prior expenses for use in the next twelve months by the actual percentage change in the CPI-U since the index month. We will make no change that would reduce those amounts below what they were at the start of claim.

Proof of Loss

We can require any proof which we consider necessary to establish your current and prior incomes. We have the right to examine all relevant records, including your personal, business and corporate federal tax returns, as often as we may reasonably require.

During claim under this rider, we can require that your accounting practices be the same as those which were in effect at the time you first became disabled.

Termination of Residual Indemnity

Residual indemnity will stop when the first of the following events occurs:

- your loss of income is no longer the result of sickness or injury; or
- your loss of income is less than 20% of prior income or, if lower, the residual indemnity becomes less than \$500 a month; or
- the benefit period ends; or
- you become totally disabled; or
- you become age 65 in any claim which began before age 60.

▶ *Residual indemnity will be payable even if loss of income is less than 20%, so long as such indemnity is at least \$500.*

Specimen

Berkshire Life Insurance Company of America



David Kalib
Secretary

Berkshire Life Insurance Company of America
700 South Street
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TWO YEAR RESIDUAL DISABILITY RIDER

This rider is part of this policy and subject to all its conditions.

Premium and Renewal

The premium for this rider is shown in the schedule page. You may not renew this rider after you are age 65.

POLICY AMENDMENTS

The provisions of the policy called "Exclusions", "Elimination Period" and "Waiver of Premium" are amended as follows:

Exclusions

We will not pay benefits for normal pregnancy or childbirth during the first 3 months of total or residual disability or, the elimination period, if longer.

Elimination Period

You may be totally or residually disabled to satisfy the elimination period under the benefit provisions of this policy or rider.

Waiver of Premium

You may be totally or residually disabled to meet the conditions for waiver of premium of this policy.

DEFINITIONS

Residual disability means that you are at work and are not totally disabled under the terms of this policy but, because of sickness or injury your loss of income is at least 20% of your prior income.

Even if you have recovered from the sickness or injury that caused residual disability, we will continue to consider you residually disabled so long as your loss of income is still at least 20% of your prior income and the loss is the result of such sickness or injury.

Residual indemnity is a proportionate amount of the monthly indemnity for this policy.

Income means the compensation which you receive for work or personal services, after business expenses, but before any other deductions, as reported for federal income tax purposes. It includes salaries, wages, fees, commissions, bonuses, business profits, or other payments for your personal services, including pension and profit sharing contributions. If you are an owner of a closely held "C" corporation, income includes your proportionate share of the corporate taxable income, whether received or not.

Income does not include passive or unearned income from dividends, interest, rentals or royalties. It is not Adjusted Gross Income.

Prior income means your average monthly income for either the last full calendar tax year, or for the two calendar tax years with the highest earnings in the three 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 while you are residually disabled. But we will not include income received for services rendered prior to the start of the period of disability in your current income.

Loss of income means the difference between your prior income and your current income.

1103 (06/01)

▶ *No prior period of total disability required.*

▶ *No loss of time or duties required.*

▶ *We do not include in current income services rendered prior to your disability.*

◀ *Waiver of premium also applies to residual disability.*

Expenses mean the regular business expenses which you may deduct from gross earned income for federal tax purposes.

Prior expenses mean your average monthly expenses for the same period on which your prior income is based.

Current expenses mean your expenses in each month while you are residually disabled. During a claim under this rider, the current expenses you deduct from gross earned income may not exceed your prior expenses, except as adjusted by this rider.

BENEFIT PROVISIONS

When you are residually disabled, we will pay the residual indemnity each month as follows:

- You must become totally or residually disabled before you are age 65 while this policy is in force.
- You must remain so disabled for the length of the elimination period. No indemnity is payable during that period.
- After that, residual indemnity will be payable at the end of each month while you are residually disabled.

Computation of Residual Indemnity

Residual indemnity is determined by dividing (a) by (b) and multiplying by (c), where:

- (a) is loss of income;
- (b) is prior income; and
- (c) is monthly indemnity.

▶ *Residual also applies to the SIS rider, if selected.*

If you have a social insurance substitute rider, we will add the SIS benefit to the monthly indemnity in this equation in each month when the SIS benefit is payable.

How Residual Indemnity is Determined

After the elimination period has been satisfied, the actual percentage of loss will apply for the first six months of residual disability. After that, we will compute your residual indemnity for each six month period on the average of your current income for the preceding six months.

We may agree to a shorter or longer period of averaging, or we may agree not to use averaging at all in computing your residual indemnity. However, once we have agreed on the method to be used in any given claim for residual disability, such method cannot be changed.

If averaging is being used, it will also be used in determining residual indemnity under the enhancements described below.

Enhancements to Residual Indemnity

During the first six months in which residual indemnity is payable, we will deem your loss of income to be 50% of prior income or the percentage of loss, if greater.

◀ *You are guaranteed a benefit equal to a minimum of 50% income loss during the first six months that benefits are payable.*

▶ *An income loss of more than 75% will be considered to be 100%.*

If your loss of income is more than 75% of prior income, we will deem such loss to be 100%.

If your loss of income is less than 20% of prior income, we will continue to pay residual indemnity so long as such indemnity is at least \$500.

Adjustment of Prior Expenses

While you are disabled under this rider, we will adjust your prior expenses to reflect any increase in fixed expenses that you then incur under the terms of a lease or other contract which was in effect at the start of claim.

▶ *Annual adjustment of predisability earnings and expenses.*

Adjustment of Prior Income and Expenses Due to Inflation

At the end of each twelve months in a continuous claim before you are age 65, we will adjust your prior income and prior expenses to reflect changes in the cost of living since the start of claim.

◀ *Adjustment made on anniversary of beginning of disability, not the end of the elimination period.*

Review date means the recurrence each year of the date on which you were first disabled in the same claim.

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

Index month means the calendar month that fell ninety days before the date on which you were first disabled in the same claim.

▶ *Unlimited adjustment of prior earnings.*

On each review date in the same claim, we will adjust your prior income and prior expenses for use in the next twelve months by the actual percentage change in the CPI-U since the index month. We will make no change that would reduce those amounts below what they were at the start of claim.

Proof of Loss

We can require any proof which we consider necessary to establish your current and prior incomes. We have the right to examine all relevant records, including your personal, business and corporate federal tax returns, as often as we may reasonably require.

During claim under this rider, we can require that your accounting practices be the same as those which were in effect at the time you first became disabled.

Termination of Residual Indemnity

Residual indemnity will stop when the first of the following events occurs:

- residual indemnity has been paid for a total of 24 months in any one claim; or
- your loss of income is no longer the result of sickness or injury; or
- your loss of income is less than 20% of prior income or, if lower, the residual indemnity becomes less than \$500 a month; or
- the benefit period ends; or
- you become totally disabled; or
- you become age 65 in any claim which began before age 60.

▶ *Residual indemnity will be payable even if loss of income is less than 20%, so long as such indemnity is at least \$500.*

Berkshire Life Insurance Company of America



David Kalib
Secretary

Specimen

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COST OF LIVING ADJUSTMENT RIDER

This rider is part of this policy and subject to all its conditions.

Premium and Renewal

The premium for this rider is shown in the schedule page. You may not renew this rider after you are age 65.

DEFINITIONS

Review Date

Review date means the recurrence each year of the date on which you were first disabled in the same claim.

CPI-U

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

Original Index Month

Original index month means the calendar month that fell ninety days before the date on which you were first disabled in the same claim.

Current Index Month

Current index month means the anniversary of the original index month immediately preceding the review date.

Monthly Indemnity

Monthly indemnity means the monthly indemnity of this policy in effect on the date that claim begins. We base all benefits for disability on the monthly indemnity.

BENEFIT PROVISIONS

Cost of Living Adjustment

At the end of each twelve months in a continuous claim before you are age 65, we will adjust your monthly indemnity for the next twelve months to reflect any changes in the cost of living since the start of claim.

On each review date, we will compare the CPI-U for the original index month with the CPI-U for the current index month. If the CPI-U has gone up or down since the original index month, we will adjust the monthly indemnity for the next twelve months by the percentage change in the CPI-U.

Your adjusted indemnity may go up or down from year to year as the CPI-U rises or falls in relation to the original index month. But the adjusted 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 shown for this rider in the schedule page; or
- less than the monthly indemnity.

If you have a social insurance substitute rider, we will adjust the SIS benefit under the same conditions which apply to the monthly indemnity. But this will not change the conditions for payment of the SIS benefit.

When Adjustment Ends

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
- you become age 65 in any claim which began before age 60.

1104 (06/01)

▶ *Adjustment made on anniversary of beginning of disability, not the end of the elimination period.*

▶ *This includes the residual disability and SIS riders, if selected.*

▶ *Also applies to the SIS rider, if selected.*

◀ *Benefits are compounded annually. No cap on amount benefit can increase. Your choice of 3% or 6%.*

We will make no further changes up or down in the monthly indemnity after you are age 65. However, if you are then disabled in a claim which began at or after age 60, the benefit period will be extended for the number of months shown in the schedule page. We will continue to make adjustments until the benefit period ends or, if earlier, you are no longer disabled.

ADJUSTED INDEMNITY BEFORE AND AT AGE 65

▶ *Whatever increase has been created under the rider will remain as a permanent increase to age 65.*

Adjusted Monthly Indemnity Before Age 65

If your claim ends before you are age 65, we will then deem the monthly indemnity of this policy to be the increased amount, if any, created by this rider on the last review date before claim ended.

The increased indemnity will take effect on the date claim ended without an extra premium charge. We will base all benefits on that amount in any later claim which begins after such date before you are age 65.

This provision will apply at the end of each claim in which this rider operates to increase the monthly indemnity until you are age 65.

We will increase the SIS benefit, if any, in the same way. But this will not change any of the conditions of the social insurance substitute rider for benefit payment or renewal.

◀ *No extra premium charge before age 65.*

▶ *You can choose to continue increased indemnity after age 65.*

Adjusted Monthly Indemnity at Age 65

At the time you first renew this policy when you are age 65, you may choose one of the following amounts of monthly indemnity for all claims that begin after that date:

- the monthly indemnity shown in the schedule page; or
- the increased indemnity, if any, last created by this rider.

If you are disabled at age 65, you can make this choice at the time you first renew this policy after you recover.

We will base your premium after that on the amount of monthly indemnity you select. You must meet all the conditions in the provision on the first page of this policy for renewal after age 65.

Specimen

Berkshire Life Insurance Company of America



David Kalib
Secretary

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Pittsfield, MA 01201

FUTURE INCREASE OPTION RIDER

This rider is part of this policy and subject to all its conditions.

Premium and Renewal

This rider will expire and no further premium will be due for it after you are age 55 or, if earlier, after you use your last option.

The premium for this rider on the date of issue is shown in the schedule page. Each time you use an option, we will reduce that premium in proportion to the amount of insurance you have bought.

Exercising an Increase Option

This rider gives you the right to buy more disability income insurance in future years in spite of any change in your health or occupation. We call the added insurance an increase option.

The increase option will be issued on a separate policy form which is most like this policy then in use in the place where you live or, at our choice, will be added to this policy.

▶ *Yearly options, a plus.*

The total increase option is shown in the schedule page. This is the maximum amount of monthly indemnity which you may buy under this rider on all option dates combined. Your option date each year is the policy anniversary.

Until you are age 45, you may buy all or part of the total increase option on any one option date. On and after age 45, you may buy up to one third of the total increase option on any option date.

◀ *Until age 45, no limit on how much of your option you may exercise on any option date.*

▶ *If you are disabled on an option date, you may still exercise the option. Increased indemnity available for existing disability.*

Exercising an Increase Option When Disabled

We will allow you to exercise an increase option when you are disabled under this policy on an option date. The increase option will take effect immediately for the disability that exists on the option date. We will deem that you were first disabled on the date of issue of the increase option. You will then have to satisfy all conditions of the policy for payment of benefits, including any elimination period.

Your earned income for purposes of the increase option will be deemed to be your rate of earnings just before you became disabled under this policy.

If the premiums of this policy are waived on an option date, we will waive the premium of the increase option under the same conditions which apply to this policy.

◀ *Waiver of premium also applies.*

Conditions and Limitations

All of the following conditions apply on any option date:

- You must apply in writing at least 30 days before the option date on which such increase will take effect. The required premium for the increase option must be paid at time of application if we are then requiring that such payment be made at that time. Otherwise, the premium must be paid when the increase option is issued.
- You do not have to give evidence of good health. But you must give us details of your income, employment and other insurance in force.
- The increase option cannot have a shorter elimination period or a longer benefit period than this policy.
- We will not issue an increase option with less than \$200 monthly indemnity.
- You may use a part of your total increase option to purchase a social insurance substitute benefit if we then offer such a benefit to new insureds.

▶ *No evidence of good health required.*

◀ *An SIS benefit, if available, may be added as part of your total increase option.*

Residual disability and cost of living riders may be added to your option plan if they are part of this policy.

- The monthly indemnity of the increase option, including any SIS benefit, may not exceed our published income rules for new insureds. These rules limit the total insurance which we will issue in relation to earned income. We will use the rules that applied on the date of issue of this policy, unless more liberal rules are then in effect.
- The increase option may include any residual disability benefit or cost of living benefit that is part of this policy if we are then offering such benefits to new insureds.
- Premiums for the increase option will be at our rates for your age and class of risk on the option date. In no case will your class of risk under the increase option be less favorable than under this policy.
- We may exclude any condition under the increase option which has been specifically excluded under this policy. We may also apply any special class rating which applies to this policy.

Your original class of risk is guaranteed.

Berkshire Life Insurance Company of America



David Kalib
Secretary

Specimen

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AUTOMATIC INCREASE RIDER

This rider is a part of this policy and subject to all its conditions.

Premium and Renewal

The premium for this rider is shown in the schedule page. This rider will expire and no further premiums will be due for it as of the date on which the last automatic increase occurs except as allowed under the "Rider Extension" provision below.

BENEFIT PROVISIONS

Automatic Increases

The monthly indemnity will increase automatically each year as shown in the table of increases in the schedule page, despite any change in your health, income or occupation.

The increased monthly indemnity will apply only to a period of disability that starts on or after the increase date. It must be a separate period of disability, as defined in the provision called "Recurrent Periods of Disability."

Premiums for the increased indemnity will be at our rates for this policy at your age on the increase date. If we are then waiving the premiums of this policy, we will also waive the premiums for the increased indemnity. When you resume paying premiums for this policy, they will include the premiums for the increased indemnity.

Refusal of an Increase

You may refuse an increase by giving us written notice within 31 days after the date on which it was to take effect. Your refusal will not forfeit any remaining scheduled automatic increases. But it will reduce the number of increases to which you are entitled by one.

Rider Extension

If you have not reached age 60 on the date that the last automatic increase occurs, you may ask us to extend this rider for more automatic increases. You must apply in writing within a period of 60 days before and 31 days after such date. You must meet our published rules that are then in effect for extension of this rider.

The premium for extension of this rider will be at our rates for your age on the date we approve an extension. At that time, we will issue a revised schedule page with a new table of increases.

Automatic increases each year, despite changes in health, income or occupation.

You are not obligated to accept any increases.

Berkshire Life Insurance Company of America



David Kalib
Secretary

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PARTIAL DISABILITY RIDER

This rider is part of this policy and subject to all its conditions.

Premium and Renewal

The premium for this rider is shown in the schedule page. You may not renew this rider after you are age 65.

DEFINITIONS

Partial Disability

Partial disability means that you are at work, but because of sickness or injury:

- you are able to perform one or more but not all of the material and substantial duties of your occupation; or
- you are not able to be present at work for more than one half of the time required in your usual work week.

Partial Indemnity

Partial indemnity means one half of the monthly indemnity of this policy.

BENEFIT PROVISIONS

Partial Disability Benefit

We will pay a partial disability benefit as follows:

- You must become totally disabled while this policy is in force.
- You must remain totally disabled to the end of the elimination period.

After that, if you become partially disabled before the end of the benefit period we will pay the partial indemnity at the end of each month while you remain partially disabled.

If you have a social insurance substitute rider, we will add one half the SIS benefit to the partial indemnity of this policy when you are not receiving a benefit from any social insurance plan.

When Partial Disability Benefit Ends

Partial indemnity will stop when the first of the following events occurs:

- the benefit period ends; or
- you become totally disabled; or
- partial indemnity has been paid for six months in any one claim.

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If you go back to work but have a loss of either time or duties.

For classes 2 and 1.

Includes SIS benefit, if selected.

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GROUP DISABILITY INSURANCE REPLACEMENT RIDER

This rider is part of this policy and subject to all its conditions.

Premium and Renewal

This rider will expire and no further premium will be due for it after you are age 60 or, if earlier, on the date you exercise your replacement option.

The premium for this rider is shown in the schedule page.

DEFINITIONS

Replacement Option

This is the amount of monthly indemnity which you may buy under this rider. The replacement option is shown in the schedule page.

Replacement Option Date

The replacement option date means:

- the date your employment terminates with an employer where you were covered by a group long term disability ("LTD") plan at the time of your termination; or
- the date the group LTD plan under which you were covered ends and is not replaced.

BENEFIT PROVISION

Exercising a Replacement Option

This rider gives you the right to buy more disability income insurance when your group LTD coverage ends in spite of any change in your health. We call the added insurance a replacement option.

The replacement option will be issued on a separate policy form which is most like this policy then in use in the place where you live or, at our choice, will be added to this policy.

When You May Exercise the Replacement Option

If your group LTD coverage ends because your employment terminated, you must apply in writing within 30 days of the date that your new employment begins. But, this date cannot be more than 6 months after the replacement option date.

If your group LTD plan ends and is not replaced, you must apply in writing within 30 days following the replacement option date.

You must pay the premium for the replacement option at time of application if we are then requiring that such payment be made at that time. Otherwise, the premium must be paid when the replacement option is issued.

Conditions and Limitations

All of the following conditions apply when you exercise the replacement option:

- The replacement option can be exercised only once.
- You must give evidence that your group LTD coverage has terminated.
- You do not have to give evidence of good health. But you must give us details of your income, employment and other insurance in force, or for which you are eligible.

Allows you to increase coverage if group LTD coverage ends because your employment terminates.

No evidence of good health required.

No evidence of good health required.

Allows you to increase coverage if group LTD coverage ends and is not replaced.

An SIS benefit, if available, may be added as part of your replacement option.

- Your occupation on the date you apply for the replacement option must be an insurable occupation under our published rules for new insureds.
- The replacement option cannot have a shorter elimination period or a longer benefit period than this policy.
- You may use a part of your replacement option to purchase a social insurance substitute benefit if we then offer such a benefit to new insureds.
- The replacement option may include a residual disability, partial disability, or cost of living benefit that is part of this policy if we are then offering such benefits to new insureds.
- The monthly indemnity of the replacement option, including any SIS benefit, may not exceed our published income rules for new insureds. These rules limit the total insurance which we will issue in relation to earned income.
- Premiums for the replacement option will be at our rates for your age and class of risk on the replacement option date.
- We may exclude any condition under the replacement option which has been specifically excluded under this policy. We may also apply any special class rating which applies to this policy.

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David Kalib
Secretary

Residual disability, partial disability and cost of living riders may be added to your option plan if they are part of the policy. The residual disability and cost of living riders are available to classes 6, 5, 4, 4P and 3. The partial disability rider is available to classes 2 and 1.

S P E C I M E N

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UNEMPLOYMENT PREMIUM WAIVER OPTION RIDER

This rider is part of this policy and subject to all its conditions.

Premium and Renewal

This rider will expire and no further premium will be due for it after you are age 60 or, if earlier, on the date you exercise your unemployment premium waiver option.

The premium for this rider is shown in the schedule page.

BENEFIT PROVISIONS

Unemployment Premium Waiver Option

We will waive the premiums of this policy if you become unemployed and receive unemployment compensation for at least 60 consecutive days. We will refund any premiums due and paid during that period.

After that, we will waive any later premiums that fall due during the period that begins on the date that your employment terminates and ends 12 months after such date. We will waive these premiums even if you return to work.

This policy will be renewed on each premium due date for another term of the same length as that in effect when unemployment began. You will have the right to resume payment of premiums on the premium due date that falls immediately after such 12 month period.

Conditions and Limitations

All of the following conditions apply:

- The premium waiver option can be exercised only once.
- You must notify us in writing within 31 days of the date on which your employment ended.
- You must provide us with a determination letter from the Department of Labor or the equivalent state agency that administers unemployment benefits. This letter should indicate that you qualify for unemployment compensation.
- You must also provide proof that you have been receiving such compensation for at least 60 consecutive days.

► *Premiums may be waived if you become unemployed.*

◀ *Premiums waived even if you return to work.*

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Secretary

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

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