ProVider Plus

INDIVIDUAL DISABILITY INCOME INSURANCE

Specimen Contract - Policy Form 1400



Disability income products underwritten and issued by Berkshire Life Insurance Company of America, Pittsfield, MA
a wholly owned stock subsidiary of The Guardian Life Insurance Company of America, New York, NY

Pub4582BL (01/11)
2011—764

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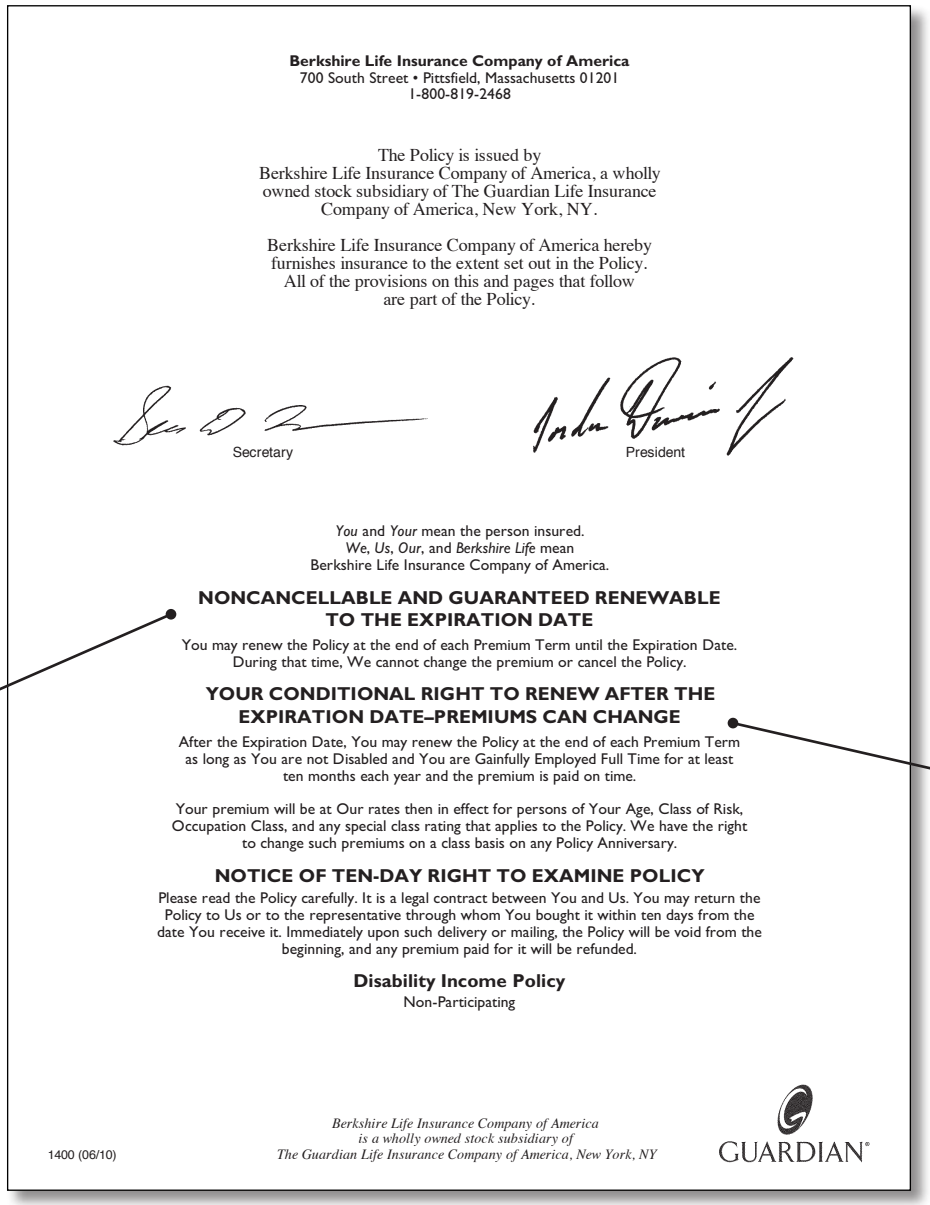
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Policy Cover Page – Policy Form 1400

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



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

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

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

Secretary

President

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

NONCANCELLABLE AND GUARANTEED RENEWABLE TO THE EXPIRATION DATE

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

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

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

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

NOTICE OF TEN-DAY RIGHT TO EXAMINE POLICY

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

Disability Income Policy
Non-Participating

1400 (06/10)

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

GUARDIAN®

Premiums cannot change and the policy cannot be cancelled until age 65 or 67 as long as premiums are paid on a timely basis.

Conditionally renewable after age 65 or 67, as long as you are gainfully employed (at least 30 hours a week for at least 10 months each year) and not disabled.

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Schedule of Coverage – Policy Form 1400

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

Class of Risk will be determined by Company Underwriters. A preferred class of risk qualifies for the lowest available premiums. A standard class of risk qualifies for a higher premium.

6 through 1; 6M through 1M. "M" designates a health care professional.

An Association, Professional Group or Student/Resident Program discount of 10% is available on policy form 1400. An Employer-Sponsored discount of 10% is available on policy forms 1500 and 1600.

A graded premium option is also available.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe
Owner: John Doe
Loss Payee: John Doe

Policy Number: Z29999999
Policy Date: 07/01/2010

Policy Specifications for the Insured

Class of Risk: Select
Occupation Class: 6

Gender: Male
Premium Term: Annual

Policy Coverage and Premium Summary

Coverage	Monthly Benefit	Annual Premium
Disability Income Insurance Policy	$0	$0.00
Additional Monthly Benefit Rider	$0	$0.00
Social Insurance Substitute Rider		
SIS Maximum Monthly Indemnity:	$0	$0.00
Future Increase Option Rider (Total Increase Option: $0)		$0.00
Residual Disability Benefit Rider		$0.00
3% Compound Cost of Living Adjustment Rider		$0.00
Graded Lifetime Indemnity for Total Disability Rider		$0.00
Catastrophic Disability Benefit Rider	$0	$0.00
Retirement Protection Plus Disability Benefit Rider	$0	$0.00
Unemployment Waiver of Premium Rider		$0.00
Automatic Benefit Enhancement Rider		No Charge
Total (Premium is before discounts and policy fee)	$0	$0.00

Applicable Policy Discount	Discount Percent
Association Discount:	10.00%

Discounted Annual Premium (before policy fee): $0.00
Annual Policy Fee: $30.00

Annual Premium (after discounts and policy fee): $0.00
First Year Annual Premium with the 5% First Year Multi-Policy Discount: $0.00

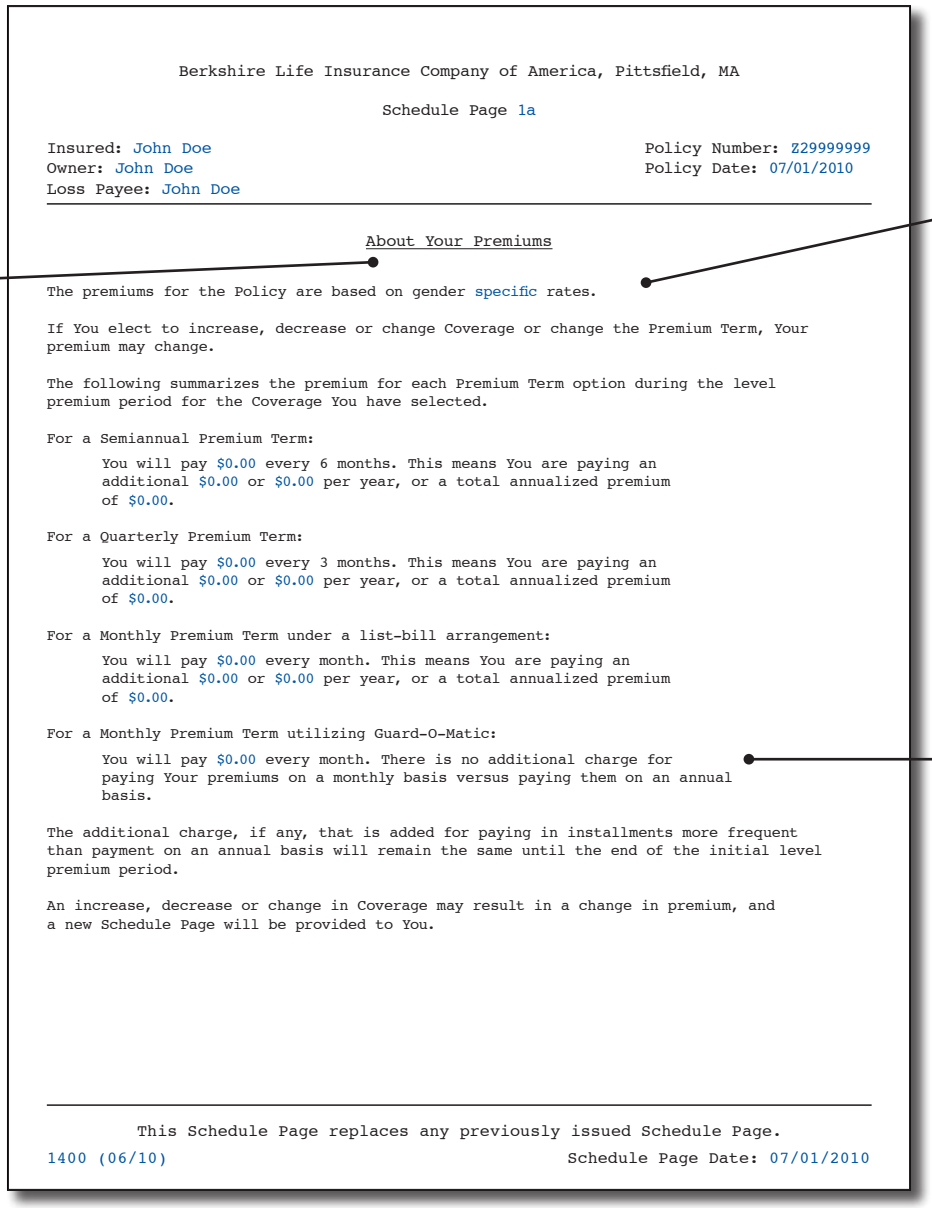
You have selected the level premium payment option. The level premium period will be to Age 65.

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10) Schedule Page Date: 07/01/2010

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



Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe
Owner: John Doe
Loss Payee: John Doe

Policy Number: Z29999999
Policy Date: 07/01/2010

About Your Premiums

The premiums for the Policy are based on gender specific rates.

If You elect to increase, decrease or change Coverage or change the Premium Term, Your premium may change.

The following summarizes the premium for each Premium Term option during the level premium period for the Coverage You have selected.

For a Semiannual Premium Term:

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

For a Quarterly Premium Term:

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

For a Monthly Premium Term under a list-bill arrangement:

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

For a Monthly Premium Term utilizing Guard-O-Matic:

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

The additional charge, if any, that is added for paying in installments more frequent than payment on an annual basis will remain the same until the end of the initial level premium period.

An increase, decrease or change in Coverage may result in a change in premium, and a new Schedule Page will be provided to You.

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10)

Schedule Page Date: 07/01/2010

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

This policy features gender-specific rates. Gender-neutral rates are available for employer-paid coverage with Policy Form 1500 and for employee-paid coverage with Policy Form 1600.

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

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

Elimination Period Options
30 days
60 days
90 days
180 days
*360 days
*720 days
*May not be available in all states

This rider provides an additional monthly benefit if you become catastrophically disabled.

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

This rider provides an additional monthly benefit, payable to a trust account established by you, to help replace retirement contributions in the event you are totally disabled and not gainfully employed.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe
Owner: John Doe
Loss Payee: John Doe

Policy Number: Z29999999
Policy Date: 07/01/2010

Disability Income Insurance Policy Coverage Summary

Issue Age	Monthly Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
35	$0.00	90 days	210 days	To Age 67	07/01/2010	$0.00

Additional Monthly Benefit Rider Coverage Summary

Issue Age	Monthly Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
36	$0.00	90 days	210 days	To Age 65	07/01/2010	$0.00
##	$0.00	## days	### days	XXXXXXXXX	##/##/####	$0.00
##	$0.00	## days	### days	XXXXXXXXX	##/##/####	$0.00
##	$0.00	## days	### days	XXXXXXXXX	##/##/####	$0.00
##	$0.00	### days	### days	XXXXXXXXX	##/##/####	$0.00
##	$0.00	### days	### days	XXXXXXXXX	##/##/####	$0.00
##	$0.00	### days	### days	XXXXXXXXX	##/##/####	$0.00

Catastrophic Disability Benefit Rider Coverage Summary

Issue Age	Catastrophic Disability Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
35	$0.00	90 days	210 days	To Age 65	07/01/2010	$0.00
##	$0.00	### days	### days	XXXXXXXXX	##/##/####	$0.00
##	$0.00	### days	### days	XXXXXXXXX	##/##/####	$0.00
##	$0.00	### days	### days	XXXXXXXXX	##/##/####	$0.00
##	$0.00	### days	### days	XXXXXXXXX	##/##/####	$0.00

Retirement Protection Plus Disability Benefit Rider Coverage Summary

Issue Age	RPP Monthly Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
35	$0.00	180 days	360 days	To Age 65	07/01/2010	$0.00

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10)

Schedule Page Date: 07/01/2010

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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe
Owner: John Doe
Loss Payee: John Doe

Policy Number: Z29999999
Policy Date: 07/01/2010

Automatic Benefit Enhancement Rider Coverage Summary

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

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

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

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

About Your Benefit Period

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

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is the same as the Benefit Period. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

There is no limitation on benefits payable for mental and/or substance-related disorders with the exception of a 24-month limitation applicable to:

- anesthesiologists/ anesthetists (MD or DO), emergency room physicians, pain management physicians, and nurse anesthetists;
- policies issued in California and Florida; and
- policies issued on a guaranteed standard issue basis through the Group Conversion Program

Each benefit period has a corresponding table. This version appears on the schedule page of policies issued with a To Age 65 benefit period.

For a To Age 65 Benefit Period:

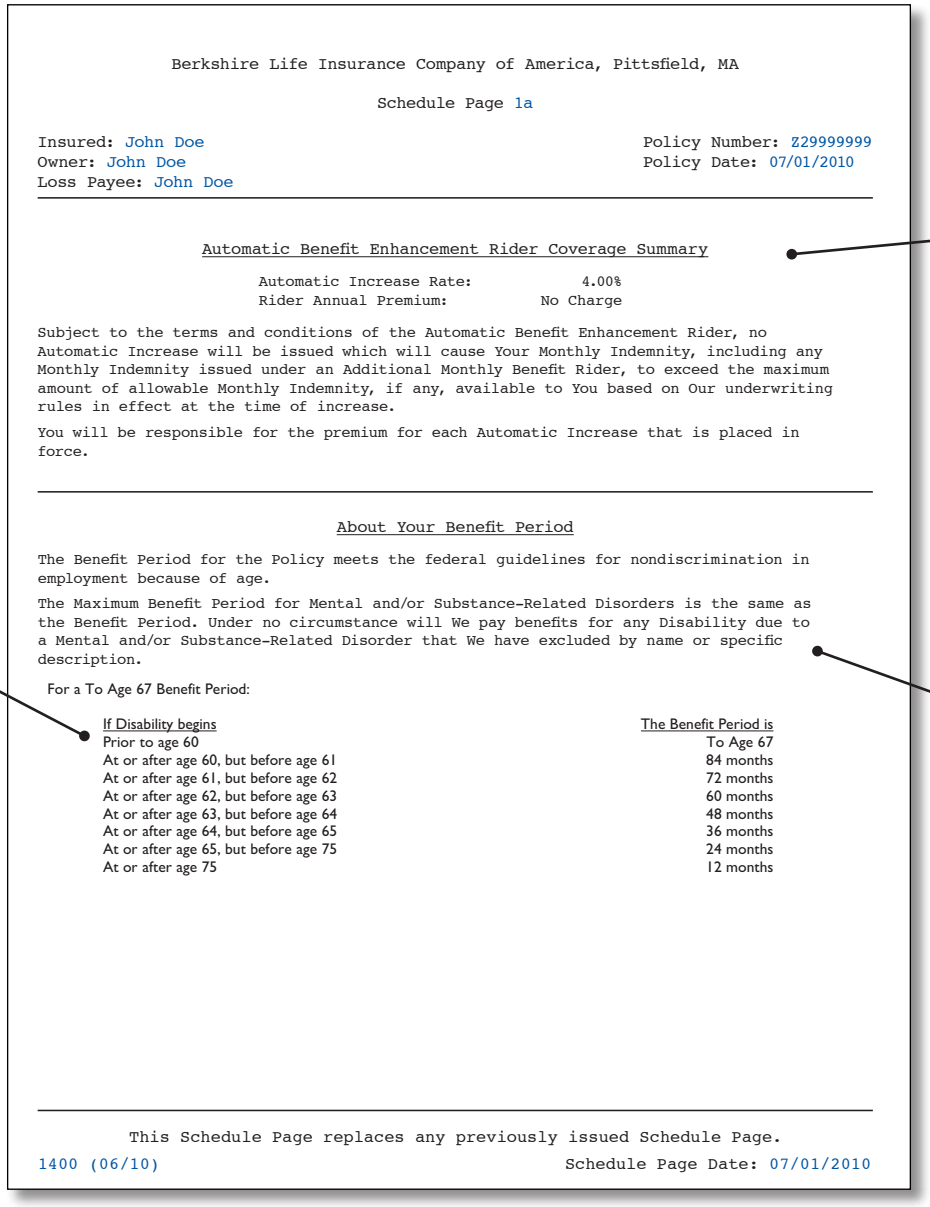
If Disability begins	The Benefit Period is
Prior to age 60	To Age 65
At or after age 60, but before age 61	60 months
At or after age 61, but before age 62	48 months
At or after age 62, but before age 63	42 months
At or after age 63, but before age 64	36 months
At or after age 64, but before age 65	30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

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10) Schedule Page Date: 07/01/2010

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



Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe
Owner: John Doe
Loss Payee: John Doe

Policy Number: Z29999999
Policy Date: 07/01/2010

Automatic Benefit Enhancement Rider Coverage Summary

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

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

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

About Your Benefit Period

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

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is the same as the Benefit Period. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

For a To Age 67 Benefit Period:

If Disability begins	The Benefit Period is
Prior to age 60	To Age 67
At or after age 60, but before age 61	84 months
At or after age 61, but before age 62	72 months
At or after age 62, but before age 63	60 months
At or after age 63, but before age 64	48 months
At or after age 64, but before age 65	36 months
At or after age 65, but before age 75	24 months
At or after age 75	12 months

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10) Schedule Page Date: 07/01/2010

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

Each benefit period has a corresponding table. This version appears on the schedule page of policies issued with a To Age 67 benefit period.

There is no limitation on benefits payable for mental and/or substance-related disorders with the exception of a 24-month limitation applicable to:

- anesthesiologists/anesthetists (MD or DO), emergency room physicians, pain management physicians, and nurse anesthetists;
- policies issued in California and Florida; and
- policies issued on a guaranteed standard issue basis through the Group Conversion Program

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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe
Owner: John Doe
Loss Payee: John Doe

Policy Number: Z29999999
Policy Date: 07/01/2010

Automatic Benefit Enhancement Rider Coverage Summary

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

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

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

About Your Benefit Period

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

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is the same as the Benefit Period. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

For a Ten-Year Benefit Period:

If Disability begins	The Benefit Period is
Prior to age 55	120 months
At or after age 55, but before age 60	To Age 65
At or after age 60, but before age 61	60 months
At or after age 61, but before age 62	48 months
At or after age 62, but before age 63	42 months
At or after age 63, but before age 64	36 months
At or after age 64, but before age 65	30 months
At or after age 65, but before age 75	24 months
At or after age 75	12 months

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10) Schedule Page Date: 07/01/2010

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

Each benefit period has a corresponding table. This version appears on the schedule page of policies issued with a 10 Year benefit period.

There is no limitation on benefits payable for mental and/or substance-related disorders with the exception of a 24-month limitation applicable to:

- anesthesiologists/ anesthetists (MD or DO), emergency room physicians, pain management physicians, and nurse anesthetists;
- policies issued in California and Florida; and
- policies issued on a guaranteed standard issue basis through the Group Conversion Program

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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe
Owner: John Doe
Loss Payee: John Doe

Policy Number: Z29999999
Policy Date: 07/01/2010

Automatic Benefit Enhancement Rider Coverage Summary

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

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

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

About Your Benefit Period

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

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is the same as the Benefit Period. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

For a Five-Year Benefit Period:

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

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10) Schedule Page Date: 07/01/2010

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

Each benefit period has a corresponding table. This version appears on the schedule page of policies issued with a 5 Year benefit period.

There is no limitation on benefits payable for mental and/or substance-related disorders with the exception of a 24-month limitation applicable to:

- anesthesiologists/ anesthetists (MD or DO), emergency room physicians, pain management physicians, and nurse anesthetists;
- policies issued in California and Florida; and
- policies issued on a guaranteed standard issue basis through the Group Conversion Program

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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: John Doe
Owner: John Doe
Loss Payee: John Doe

Policy Number: Z29999999
Policy Date: 07/01/2010

Automatic Benefit Enhancement Rider Coverage Summary

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

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

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

About Your Benefit Period

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

The Maximum Benefit Period for Mental and/or Substance-Related Disorders is the same as the Benefit Period. Under no circumstance will We pay benefits for any Disability due to a Mental and/or Substance-Related Disorder that We have excluded by name or specific description.

For a Two-Year Benefit Period:

If Disability begins	The Benefit Period is
Prior to age 75	24 months
At or after age 75	12 months

This Schedule Page replaces any previously issued Schedule Page.

1400 (06/10) Schedule Page Date: 07/01/2010

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

Each benefit period has a corresponding table. This version appears on the schedule page of policies issued with a 2 Year benefit period.

There is no limitation on benefits payable for mental and/or substance-related disorders with the exception of a 24-month limitation applicable to:

- anesthesiologists/anesthetists (MD or DO), emergency room physicians, pain management physicians, and nurse anesthetists;
- policies issued in California and Florida; and
- policies issued on a guaranteed standard issue basis through the Group Conversion Program

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

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

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

1400 (06/10)

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Questions about this policy can be directed to Berkshire at the toll-free number provided.

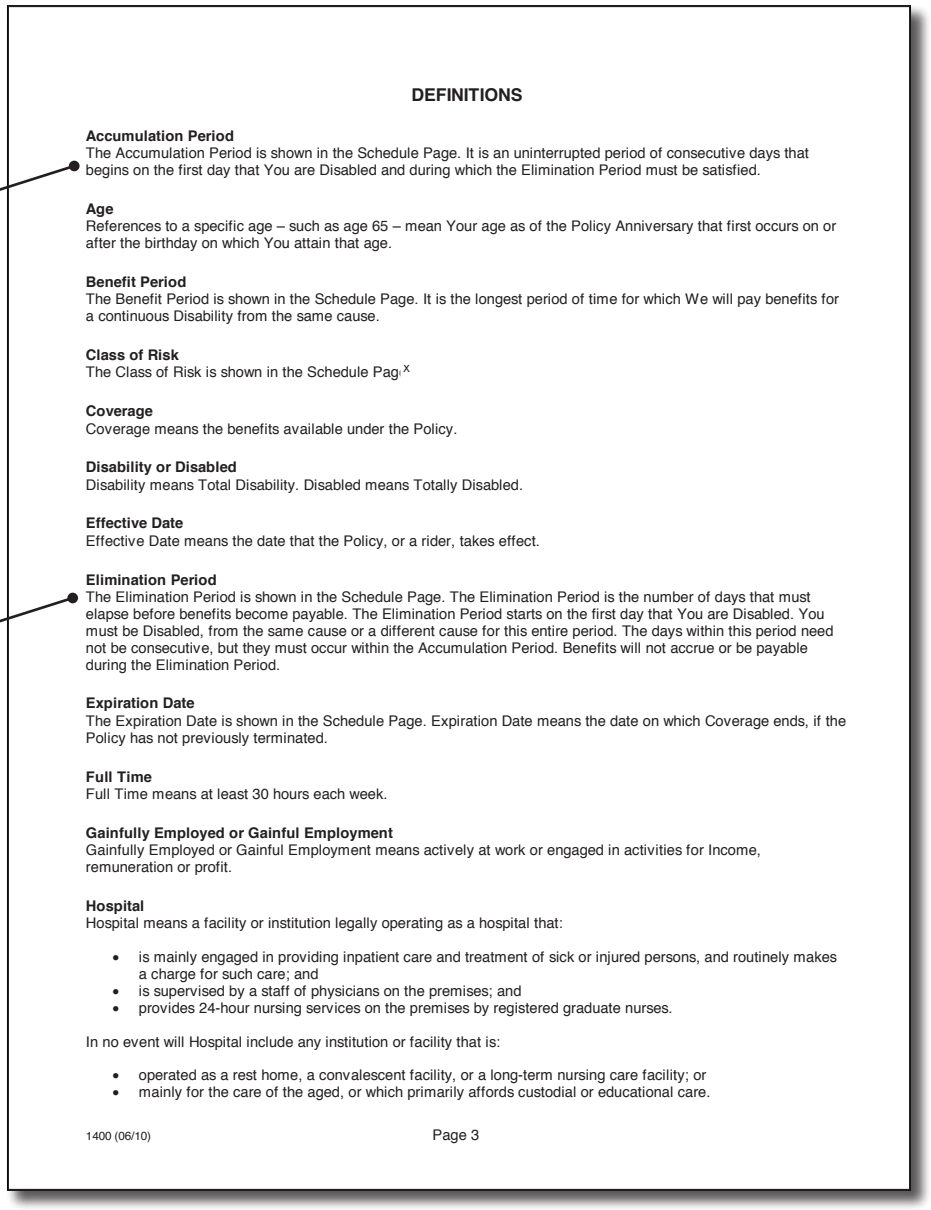
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Policy Definitions – Policy Form 1400

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

Throughout this policy, defined terms are capitalized.

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



DEFINITIONS

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

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

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

Class of Risk
The Class of Risk is shown in the Schedule Pag.[x]

Coverage
Coverage means the benefits available under the Policy.

Disability or Disabled
Disability means Total Disability. Disabled means Totally Disabled.

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

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

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

Full Time
Full Time means at least 30 hours each week.

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

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

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

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

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

1400 (06/10) Page 3

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

We do not include income that is received from services performed prior to your disability.

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

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

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

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

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

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

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

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

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

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

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

Mental and/or Substance-Related Disorders
Mental and/or Substance-Related Disorders means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM). This includes but is not limited to, psychiatric, psychological, emotional, or behavioral disorders, or disorders related to stress or to substance abuse or dependency, or any biological or biochemical disorder or imbalance of the brain regardless of the cause, including any complications thereof. This does not include dementia or cognitive impairment resulting from stroke, physical trauma, infections, or a form of senility or irreversible dementia such as Alzheimer's Disease.

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

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

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

Occupation Class
The Occupation Class is shown in the Schedule Page.

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

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

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

Policy Anniversary
Policy Anniversary is the Yearly Anniversary of the Policy Date while the Policy remains in force.

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

Pre-existing Condition
Pre-existing Condition means a physical or mental condition:

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

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

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

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

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

Termination Date
Termination Date means the date on which the Policy terminates.

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

Coverage in your occupation if you are totally disabled, even if you are gainfully employed in another occupation.

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

You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

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

We, Us, Our and Berkshire Life
We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your
You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation
Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

For policies issued to individuals in occupation classes 6 through 2 and 2M, this version of policy page 6 will be included and "1400" will appear.

1400 (06/10)

Page 6

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

Coverage in your occupation if you are totally disabled, even if you are gainfully employed in another occupation.

The 1400 M policy form includes "specialty language" for physicians and dentists.

For policies issued to individuals in occupation classes 6M through 3M, this version of policy page 6 will be included and "1400 M" will appear.

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

You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

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

We, Us, Our and Berkshire Life
We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your
You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation
Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

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

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

Coverage in your occupation if you are totally disabled and not gainfully employed (Retirement Protection Plus Program).

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

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

We, Us, Our and Berkshire Life
We, Us, Our and Berkshire Life mean Berkshire Life Insurance Company of America.

You and Your
You and Your mean the person named as the insured in the Schedule Page of the Policy.

Your Occupation
Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled.

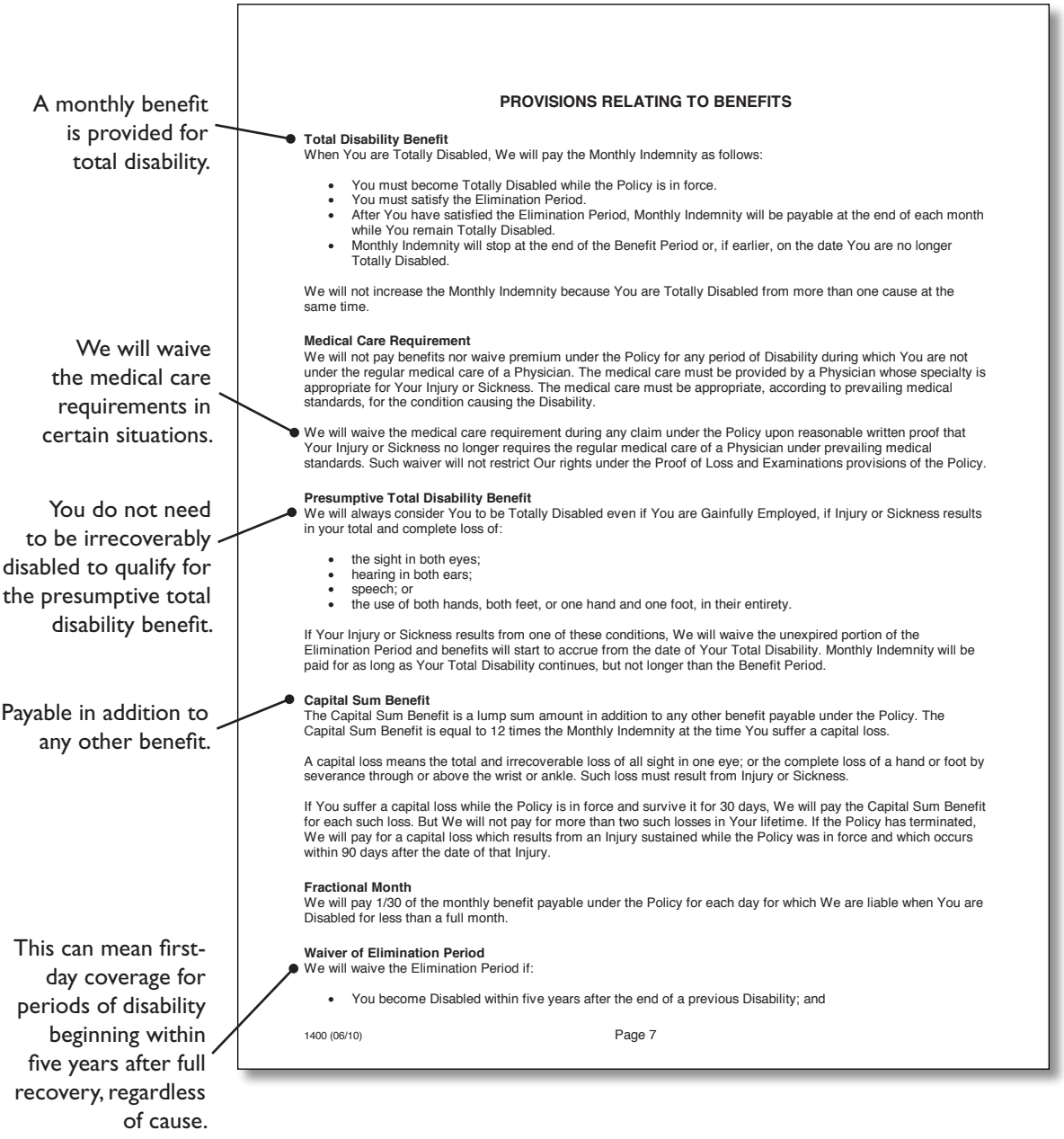
For all policies issued under the Retirement Protection Plus Program, this version of policy page 6 will be included and "1400 R" will appear.

1400 R (06/10)

Page 6

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



A monthly benefit is provided for total disability.

We will waive the medical care requirements in certain situations.

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

Payable in addition to any other benefit.

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

PROVISIONS RELATING TO BENEFITS

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

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

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

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

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

Presumptive Total Disability Benefit
We will always consider You to be Totally Disabled even if You are Gainfully Employed, if Injury or Sickness results in your total and complete loss of:

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

If Your Injury or Sickness results from one of these conditions, We will waive the unexpired portion of the Elimination Period and benefits will start to accrue from the date of Your Total Disability. Monthly Indemnity will be paid for as long as Your Total Disability continues, but not longer than the Benefit Period.

Capital Sum Benefit
The Capital Sum Benefit is a lump sum amount in addition to any other benefit payable under the Policy. The Capital Sum Benefit is equal to 12 times the Monthly Indemnity at the time You suffer a capital loss.

A capital loss means the total and irrecoverable loss of all sight in one eye; or the complete loss of a hand or foot by severance through or above the wrist or ankle. Such loss must result from Injury or Sickness.

If You suffer a capital loss while the Policy is in force and survive it for 30 days, We will pay the Capital Sum Benefit for each such loss. But We will not pay for more than two such losses in Your lifetime. If the Policy has terminated, We will pay for a capital loss which results from an Injury sustained while the Policy was in force and which occurs within 90 days after the date of that Injury.

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

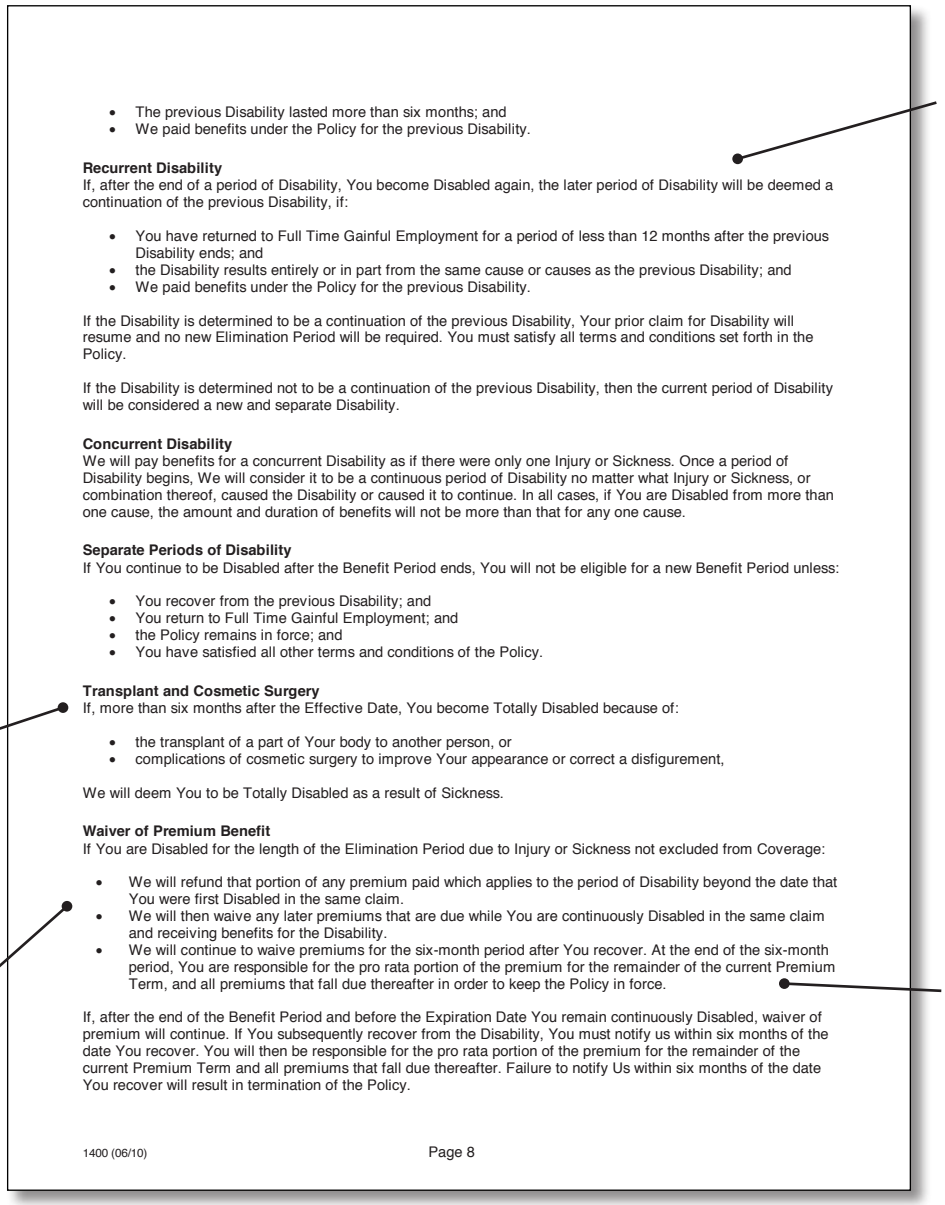
Waiver of Elimination Period
We will waive the Elimination Period if:

- You become Disabled within five years after the end of a previous Disability; and

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



- The previous Disability lasted more than six months; and
- We paid benefits under the Policy for the previous Disability.

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

- You have returned to Full Time Gainful Employment for a period of less than 12 months after the previous Disability ends; and
- the Disability results entirely or in part from the same cause or causes as the previous Disability; and
- We paid benefits under the Policy for the previous Disability.

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

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

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

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

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

Transplant and Cosmetic Surgery
If, more than six months after the Effective Date, You become Totally Disabled because of:

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

We will deem You to be Totally Disabled as a result of Sickness.

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

- We will refund that portion of any premium paid which applies to the period of Disability beyond the date that You were first Disabled in the same claim.
- We will then waive any later premiums that are due while You are continuously Disabled in the same claim and receiving benefits for the Disability.
- We will continue to waive premiums for the six-month period after You recover. At the end of the six-month period, You are responsible for the pro rata portion of the premium for the remainder of the current Premium Term, and all premiums that fall due thereafter in order to keep the Policy in force.

If, after the end of the Benefit Period and before the Expiration Date You remain continuously Disabled, waiver of premium will continue. If You subsequently recover from the Disability, You must notify us within six months of the date You recover. You will then be responsible for the pro rata portion of the premium for the remainder of the current Premium Term and all premiums that fall due thereafter. Failure to notify Us within six months of the date You recover will result in termination of the Policy.

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

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

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

We will waive any premiums that are due while you are disabled and receiving benefits, and for 6 months after you recover and benefits end.

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

Additional benefits to help you return to gainful employment in your occupation.

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

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

OCCUPATIONAL REHABILITATION, MODIFICATION AND ACCESS BENEFITS

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

The extent of Our role in this program will be determined by the written agreement. We will pay only those costs that are not otherwise covered by insurance, workers' compensation, or any public fund or program.

We will periodically review the program and Your progress in it. We will continue to pay for the program, subject to the written agreement, as long as We determine that it is helping You return to Gainful Employment in Your Occupation.

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

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

SUSPENSION FOR ACTIVE MILITARY SERVICE

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

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

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

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

If the Policy is reinstated following the Suspension Period, premiums will be at the same rate that they would have been had the Policy remained in force. If reinstated pursuant to this provision, the Policy will only cover losses that result from Injury that occurs after the end of the Suspension Period or Sickness that first manifests itself more than ten days after the end of the Suspension Period. No privileges or options under the Policy or any attached riders

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

There are exclusions and limitations in this policy, subject to state variations.

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

may be exercised during a Suspension Period. In all other respects, You and We will have the same rights under the Policy as before it was suspended.

EXCLUSIONS AND LIMITATIONS

Exclusions
We will not pay benefits for any Disability:

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

Limitation While Outside the United States or Canada
You must be living full time in the 50 states which comprise the United States of America, the District of Columbia or Canada in order to receive benefits under the Policy, except for incidental travel or vacation; otherwise, benefits will cease. Incidental travel or vacation means being outside of the 50 states which comprise the United States of America, the District of Columbia or Canada for less than 60 days in a 12-month period. You may not recover benefits that have ceased pursuant to this limitation.

If benefits under the Policy have ceased pursuant to this limitation and You return to the 50 states that comprise the United States of America, the District of Columbia or Canada, You may become eligible to resume receiving benefits under the Policy. You must satisfy all terms and conditions of the Policy in order to be eligible to resume receiving benefits under the Policy.

If You remain outside of the 50 states which comprise the United States of America, the District of Columbia or Canada, premiums will become due beginning six months after benefits cease.

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

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

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

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

PROVISIONS RELATING TO CLAIMS

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

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

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

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

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

If You cannot give Us written Proof of Loss within the prescribed time, We will not deny or reduce Your claim if You give Us written Proof of Loss as soon as reasonably possible. Under no circumstance will We pay benefits if written Proof of Loss is delayed for more than one year, unless You have lacked legal capacity.

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

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

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

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

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

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

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

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

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

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

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

PROVISIONS RELATING TO PREMIUM AND RENEWAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL CONTRACT PROVISIONS

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

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

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

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

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

This provision may vary by state.

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

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

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

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

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

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

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

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

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

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

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Residual Disability Benefit Rider – Policy Form 1402

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

Not all disabilities are total. This rider provides benefits if, due to disability, you suffer a loss of at least 15% of your prior income, but are gainfully employed in your occupation.

No loss of time or duties required.

You only need to demonstrate a 15% loss of income due to injury or sickness.

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

RESIDUAL DISABILITY BENEFIT RIDER

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

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

DEFINITIONS

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

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

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

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

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

Residual Disability or Residually Disabled
Residual Disability or Residually Disabled means that You are Gainfully Employed and are not Totally Disabled under the terms of the Policy but, solely because of Injury or Sickness, Your Loss of Income is at least 15% of Your Prior Income.

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

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

PROVISIONS RELATING TO RESIDUAL DISABILITY

Residual Disability Benefit
When You are Residually Disabled, We will pay a monthly benefit as follows:

- You must become Disabled while the Policy is in force.
- You must satisfy the Elimination Period.
- After You have satisfied the Elimination Period, a Residual Disability benefit will be payable at the end of each month while You are Residually Disabled.

No prior period of total disability required.

1402 (06/10)

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

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

You may be eligible for a recovery benefit to help you in your return to gainful employment.

Annual adjustment of predisability earnings and expenses.

Waiver of Premium also applies to residual disability.

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

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

If you continue to be Residually Disabled in the same claim after the Loss of Income Indemnity has been paid for 12 months, We will pay a Residual Indemnity.

Residual Indemnity will be determined by the formula (a) divided by (b) multiplied by (c), where:

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

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

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

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

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

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

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

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

Proof of Loss
In addition to any Proof of Loss required by the Policy, You must provide Us with written Proof of Loss necessary to establish that Your Loss of Income is solely the result of Your Disability.

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

1402 (06/10)

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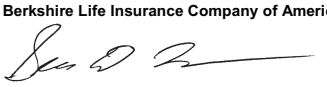
This is a sample policy, subject to modification in certain states.

TERMINATION

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

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

Berkshire Life Insurance Company of America



Secretary

1402 (06/10)

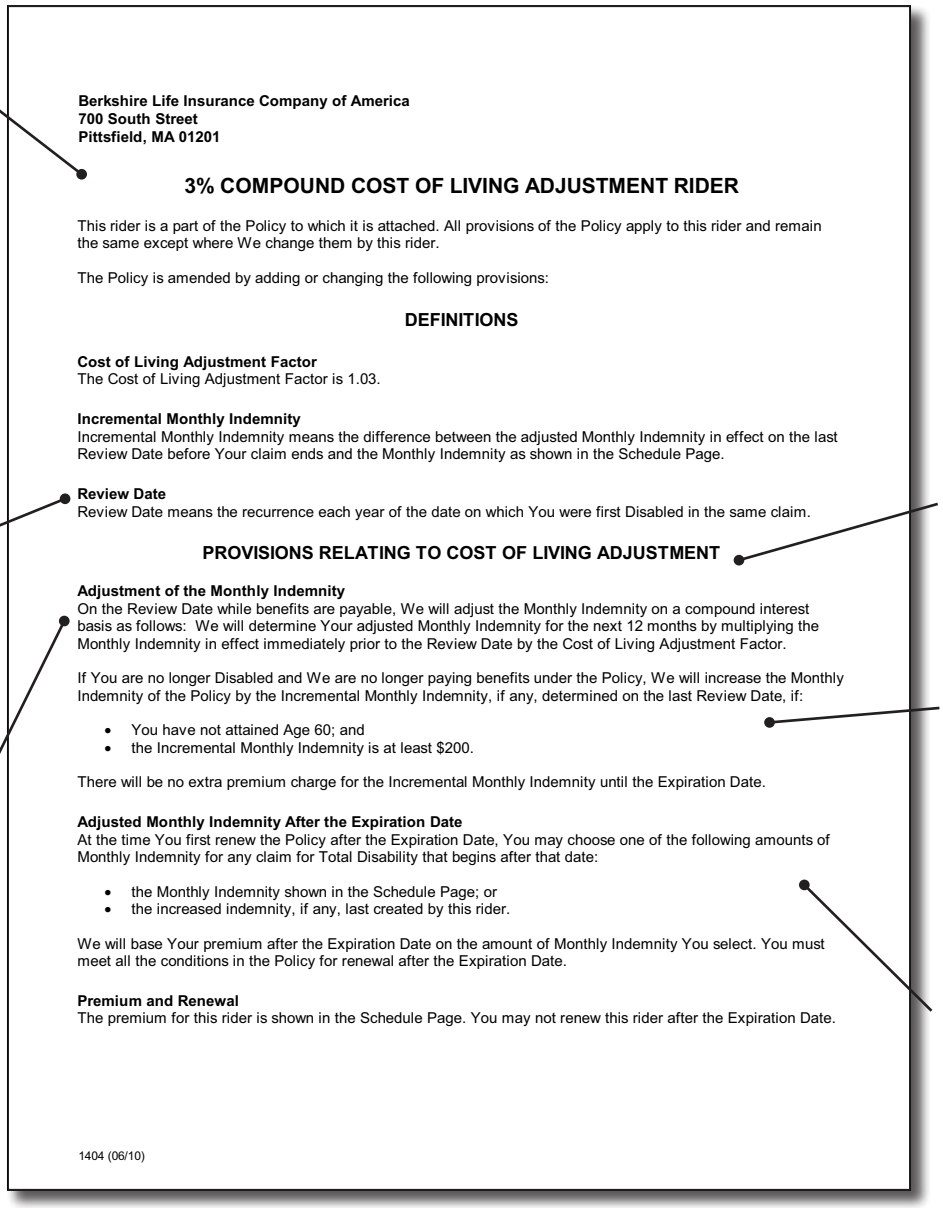
3% Compound Cost of Living Adjustment Rider – Policy Form 1404

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

This rider provides a fixed 3% annual compounded indexing of the monthly indemnity while benefits are payable. This also applies to the social insurance substitute indemnity, if included as an optional rider.

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

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



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

3% COMPOUND COST OF LIVING ADJUSTMENT RIDER

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

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

DEFINITIONS

Cost of Living Adjustment Factor
The Cost of Living Adjustment Factor is 1.03.

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

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

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

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

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

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

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

Adjusted Monthly Indemnity After the Expiration Date
At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

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

1404 (06/10)

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

Should you recover prior to age 60; increases of at least $200 created under this rider will remain with no extra premium charge to age 65 or 67.

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

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

TERMINATION

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

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

Berkshire Life Insurance Company of America



Secretary

1404 (06/10)

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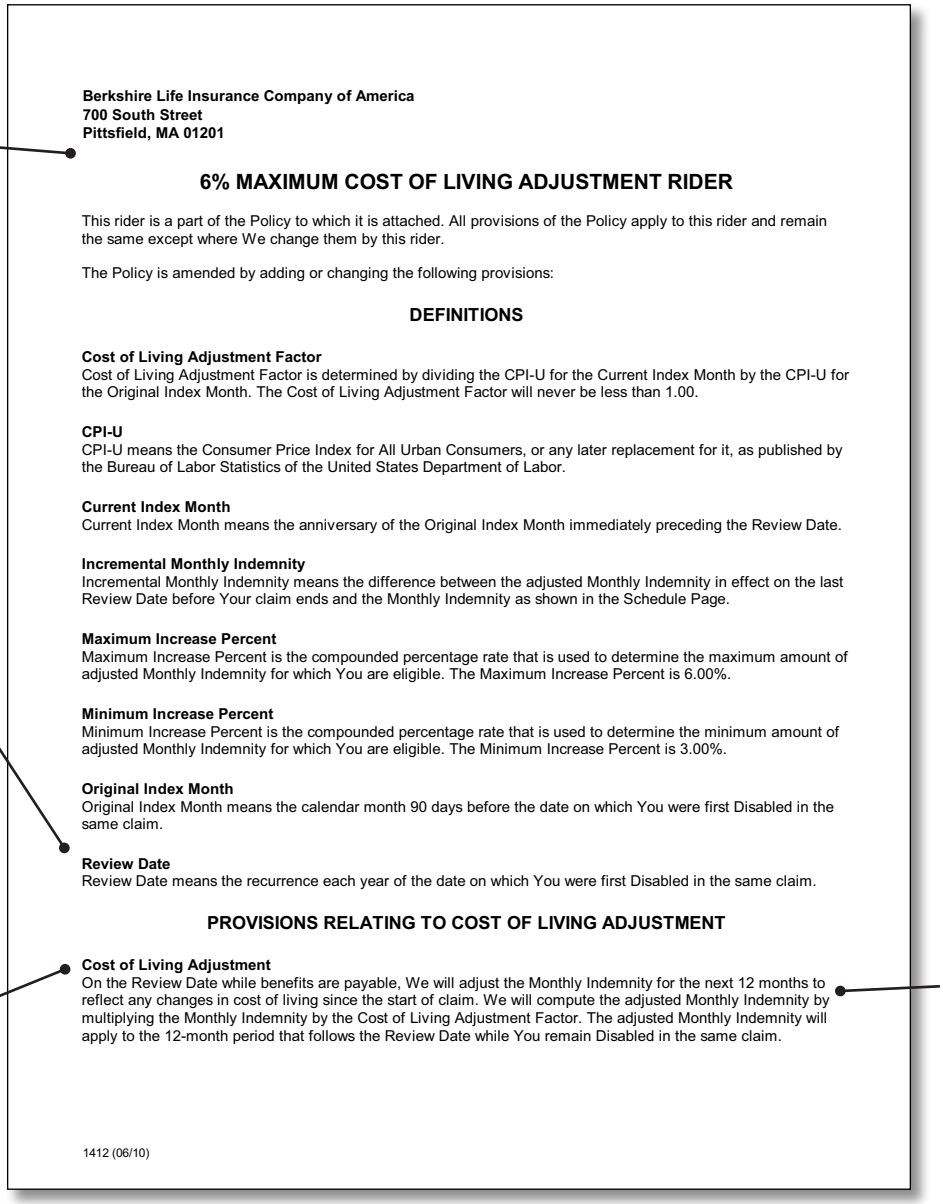
6% Maximum Cost of Living Adjustment Rider – Policy Form 1412

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

This rider provides a minimum 3% annual compounded indexing of the monthly indemnity while benefits are payable. This also applies to the social insurance substitute indemnity, if included as an optional rider. The maximum annual compounded index rate is 6%.

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

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



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

6% MAXIMUM COST OF LIVING ADJUSTMENT RIDER

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

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

1412 (06/10)

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

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

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

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

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

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

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

Adjusted Monthly Indemnity After the Expiration Date
At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

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

TERMINATION

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

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

Berkshire Life Insurance Company of America

Secretary

1412 (06/10)

Benefits are indexed to the CPI-U.

Should you recover prior to age 60; increases of at least $200 created under this rider will remain with no extra premium charge to age 65 or 67.

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

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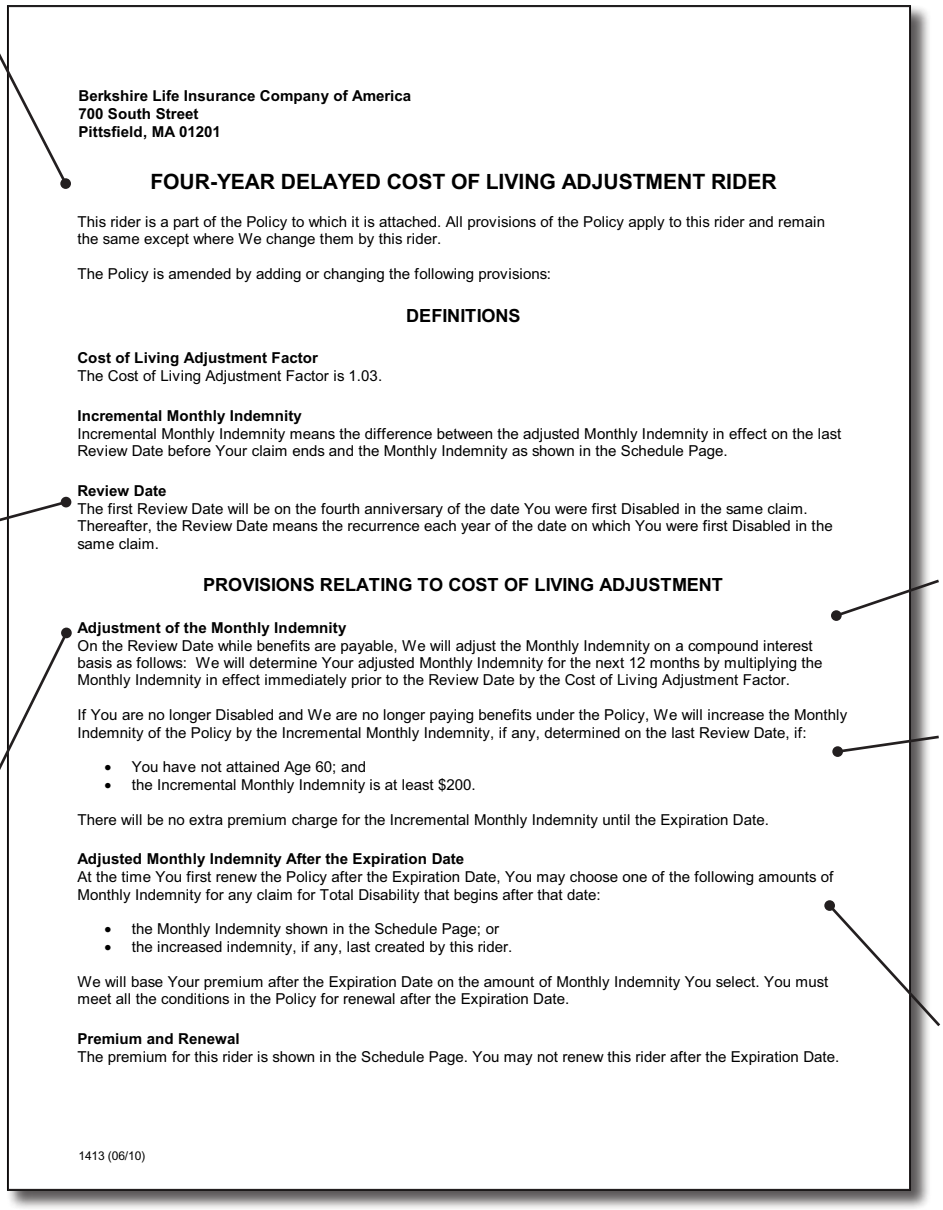
Four-Year Delayed Cost of Living Adjustment Rider – Policy Form 1413

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

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

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

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



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

FOUR-YEAR DELAYED COST OF LIVING ADJUSTMENT RIDER

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

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

DEFINITIONS

Cost of Living Adjustment Factor
The Cost of Living Adjustment Factor is 1.03.

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

Review Date
The first Review Date will be on the fourth anniversary of the date You were first Disabled in the same claim. Thereafter, the Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

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

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

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

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

Adjusted Monthly Indemnity After the Expiration Date
At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

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

1413 (06/10)

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

Should you recover prior to age 60; increases of at least $200 created under this rider will remain with no extra premium charge to age 65 or 67.

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

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

TERMINATION

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

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

Berkshire Life Insurance Company of America



Secretary

1413 (06/10)

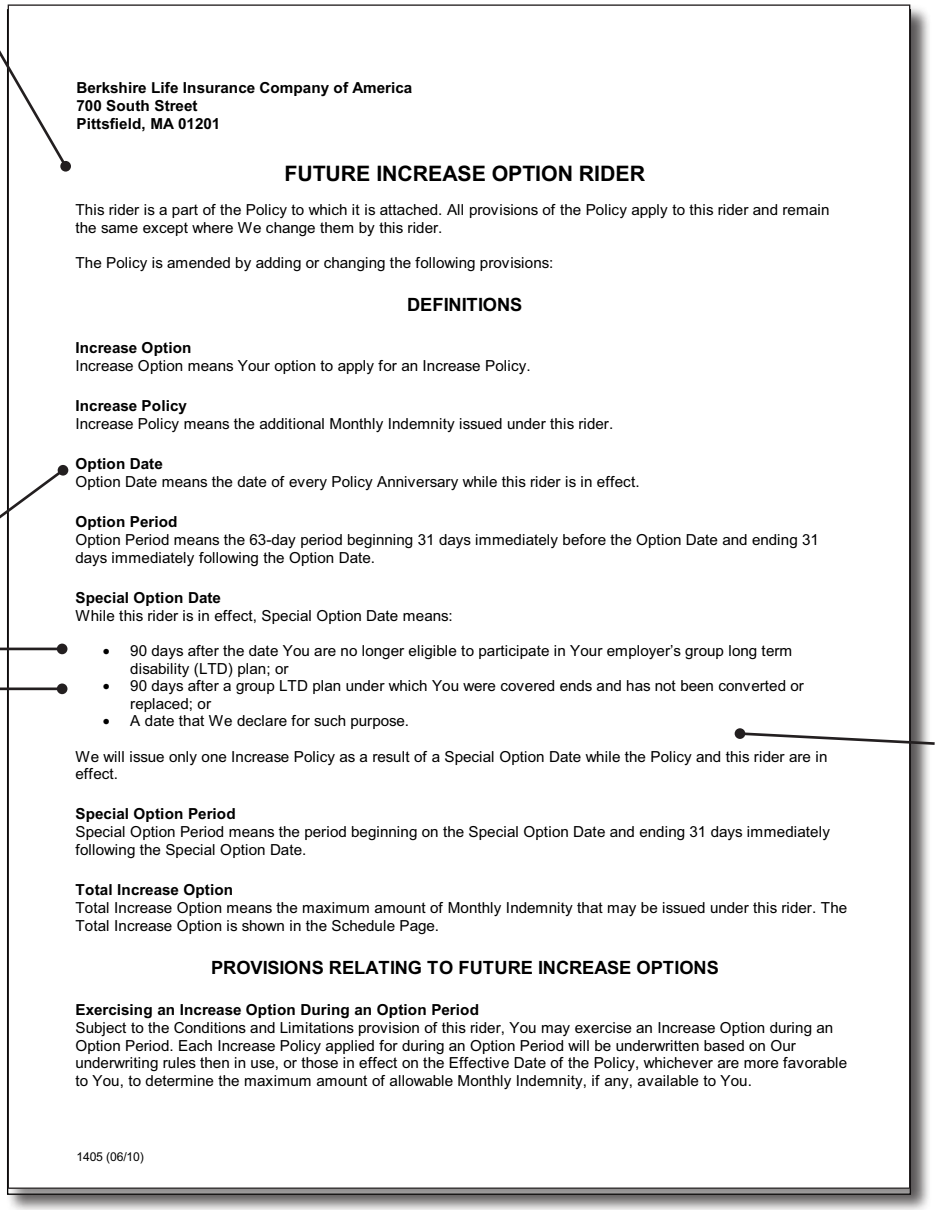
Future Increase Option Rider – Policy Form 1405

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

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

Annual increase options.

Allows you to increase coverage if you are no longer eligible to participate in your employer's group LTD plan, or if group LTD coverage ends and is not replaced.



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

FUTURE INCREASE OPTION RIDER

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

PROVISIONS RELATING TO FUTURE INCREASE OPTIONS

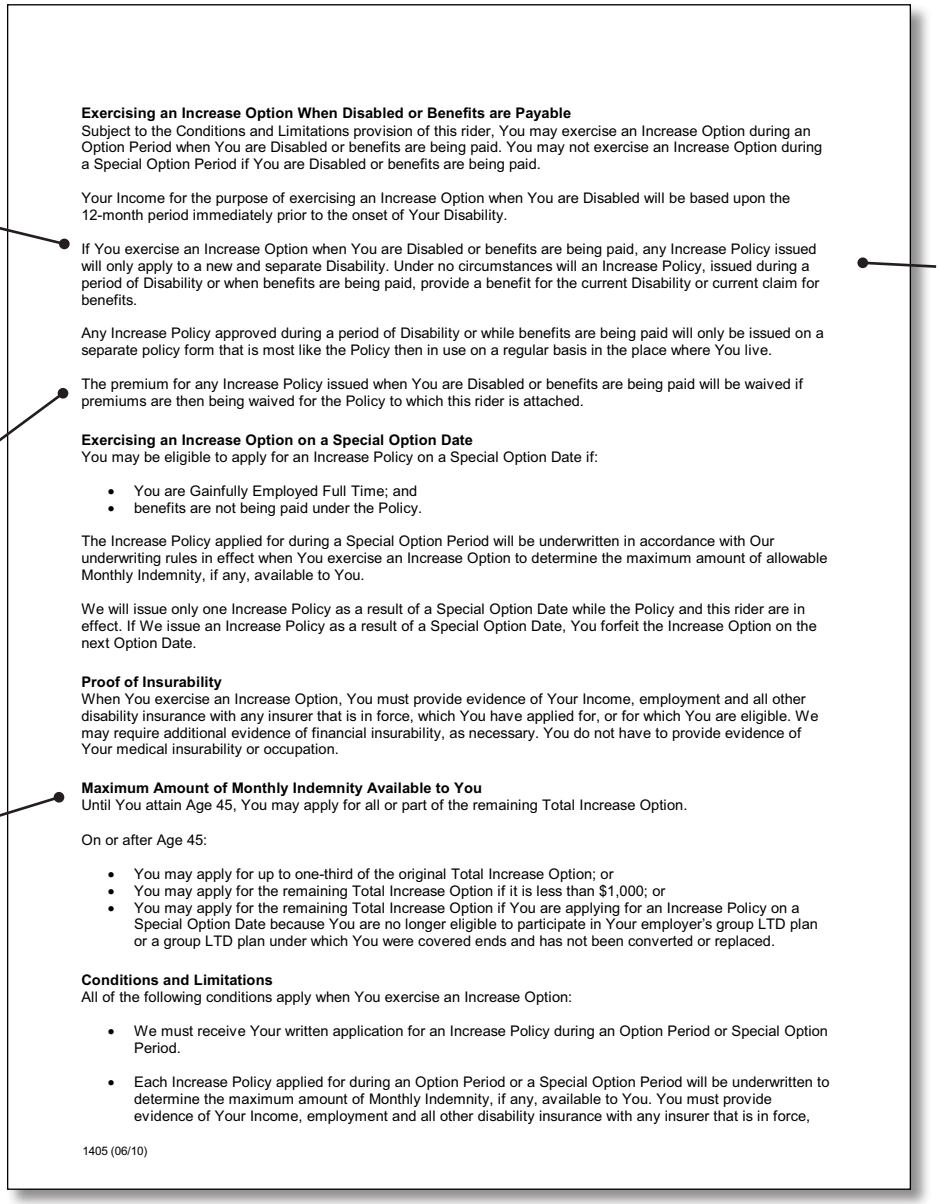
Exercising an Increase Option During an Option Period
Subject to the Conditions and Limitations provision of this rider, You may exercise an Increase Option during an Option Period. Each Increase Policy applied for during an Option Period will be underwritten based on Our underwriting rules then in use, or those in effect on the Effective Date of the Policy, whichever are more favorable to You, to determine the maximum amount of allowable Monthly Indemnity, if any, available to You.

1405 (06/10)

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

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



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

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

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

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

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

Exercising an Increase Option on a Special Option Date
You may be eligible to apply for an Increase Policy on a Special Option Date if:

- You are Gainfully Employed Full Time; and
- benefits are not being paid under the Policy.

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

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

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

Maximum Amount of Monthly Indemnity Available to You
Until You attain Age 45, You may apply for all or part of the remaining Total Increase Option.

On or after Age 45:

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

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

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

- Each Increase Policy applied for during an Option Period or a Special Option Period will be underwritten to determine the maximum amount of Monthly Indemnity, if any, available to You. You must provide evidence of Your Income, employment and all other disability insurance with any insurer that is in force,

1405 (06/10)

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

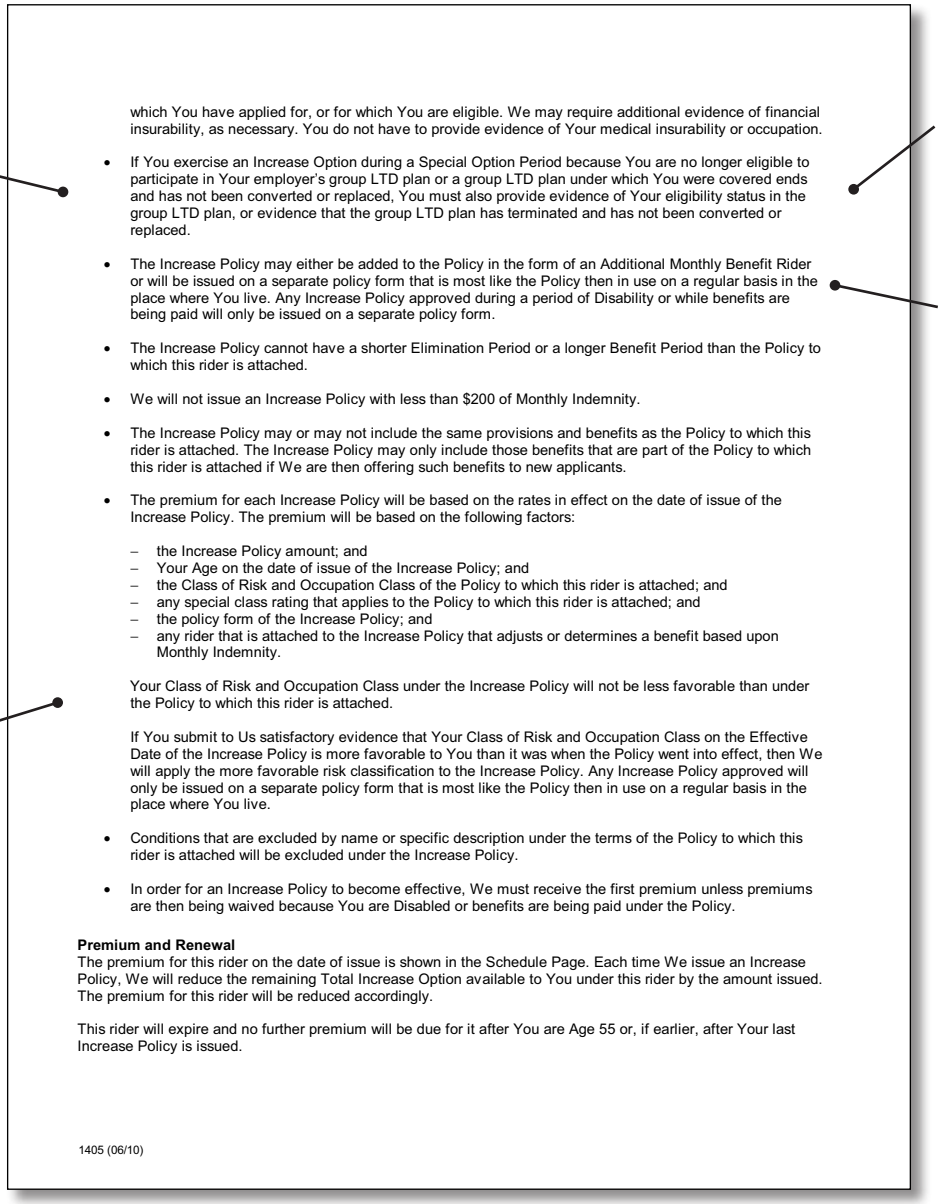
Waiver of premium also applies.

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

Increased coverage becomes available for a new and separate disability.

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



which You have applied for, or for which You are eligible. We may require additional evidence of financial insurability, as necessary. You do not have to provide evidence of Your medical insurability or occupation.

- If You exercise an Increase Option during a Special Option Period because You are no longer eligible to participate in Your employer's group LTD plan or a group LTD plan under which You were covered ends and has not been converted or replaced, You must also provide evidence of Your eligibility status in the group LTD plan, or evidence that the group LTD plan has terminated and has not been converted or replaced.
- The Increase Policy may either be added to the Policy in the form of an Additional Monthly Benefit Rider or will be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live. Any Increase Policy approved during a period of Disability or while benefits are being paid will only be issued on a separate policy form.
- The Increase Policy cannot have a shorter Elimination Period or a longer Benefit Period than the Policy to which this rider is attached.
- We will not issue an Increase Policy with less than $200 of Monthly Indemnity.
- The Increase Policy may or may not include the same provisions and benefits as the Policy to which this rider is attached. The Increase Policy may only include those benefits that are part of the Policy to which this rider is attached if We are then offering such benefits to new applicants.
- The premium for each Increase Policy will be based on the rates in effect on the date of issue of the Increase Policy. The premium will be based on the following factors:
  - the Increase Policy amount; and
  - Your Age on the date of issue of the Increase Policy; and
  - the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
  - any special class rating that applies to the Policy to which this rider is attached; and
  - the policy form of the Increase Policy; and
  - any rider that is attached to the Increase Policy that adjusts or determines a benefit based upon Monthly Indemnity.

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

  If You submit to Us satisfactory evidence that Your Class of Risk and Occupation Class on the Effective Date of the Increase Policy is more favorable to You than it was when the Policy went into effect, then We will apply the more favorable risk classification to the Increase Policy. Any Increase Policy approved will only be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live.
- Conditions that are excluded by name or specific description under the terms of the Policy to which this rider is attached will be excluded under the Increase Policy.
- In order for an Increase Policy to become effective, We must receive the first premium unless premiums are then being waived because You are Disabled or benefits are being paid under the Policy.

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

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

1405 (06/10)

No evidence of good health is required.

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

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

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

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

TERMINATION

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

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

Berkshire Life Insurance Company of America



Secretary

1405 (06/10)

Additional Monthly Benefit Rider – Policy Form 1411-A-FIO

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

This rider allows you to add additional monthly indemnity to your policy at an attained age premium, but without an additional policy fee. Such additions may result from the successful exercise of a Future Increase Option Rider.

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

ADDITIONAL MONTHLY BENEFIT RIDER

As of the Effective Date shown below, this rider is attached to the Policy. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider.

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

PROVISION RELATING TO ADDITIONAL MONTHLY BENEFIT

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

Policy Number:

Insured:

Effective Date:

Issue Age	Monthly Indemnity	Elimination Period	Accumulation Period	Benefit Period	Expiration Date	Annual Premium
	$	days	days			$

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

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

- the Monthly Indemnity of this rider; and
- Your Age on the Effective Date; and
- the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
- any special class rating that applies to the Policy to which this rider is attached; and
- any rider that is attached to the Policy that adjusts or determines a benefit based upon Monthly Indemnity.

Incontestable
This rider will be incontestable as to the statements, except fraudulent statements, contained in the application for this rider after it has been in force for two years during Your lifetime from the Effective Date of this rider, excluding any period during which You are Disabled.

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

TERMINATION

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

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

Berkshire Life Insurance Company of America

Secretary

1411-A-FIO (06/10)

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Graded Lifetime Indemnity for Total Disability Rider – Policy Form 1414

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

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

If you are totally disabled at the end of the policy benefit period, the amount of the Lifetime Indemnity will be determined by your age at the onset of that continuous period of total disability.

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

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

GRADED LIFETIME INDEMNITY FOR TOTAL DISABILITY RIDER

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

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

DEFINITIONS

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

Lifetime Indemnity Percentage
Lifetime Indemnity Percentage is determined based upon the following table:

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

PROVISIONS RELATING TO LIFETIME INDEMNITY

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

- You become Totally Disabled while the Policy is in force; and
- We paid Total Disability benefits under the Policy until the Expiration Date or the end of the Benefit Period, whichever is later; and

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

- You remain continuously Totally Disabled in the same claim from the same or directly related cause or causes after the Expiration Date or the end of the Benefit Period, whichever is later; and
- You continue to satisfy all of the terms and conditions of the Policy.

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

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

This rider does not extend the Maximum Benefit Period for Mental and/or Substance-Related Disorders as shown in the Schedule Page.

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

Premium and Renewal
The premium for this rider is shown in the schedule page. You may not renew this rider after the Expiration Date of the Policy.

TERMINATION

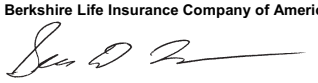
Termination of the Lifetime Indemnity Total Disability Benefit
Benefits payable under this rider will no longer be payable when the first of the following occurs:

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

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

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

Berkshire Life Insurance Company of America



Secretary

1414 (06/10)

Retirement Protection Plus (RPP) Disability Benefit Rider – Policy Form 1415

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

This rider provides an additional benefit in the event of a total disability. It is designed to help replace contributions made to defined contribution retirement plans by you and your employer.

The RPP monthly indemnity will be paid to the Trust for you while you are totally disabled and not gainfully employed.

The trustee is Berkshire Bank, Pittsfield, MA..

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

RETIREMENT PROTECTION PLUS (RPP) DISABILITY BENEFIT RIDER

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

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

DEFINITIONS

Accumulation Period
The Accumulation Period for this rider is shown in the Schedule Page. It is an uninterrupted period of consecutive days that begins on the first day that You are Totally Disabled and not Gainfully Employed, and during which the Elimination Period must be satisfied.

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

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

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

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

PROVISIONS RELATING TO THE RPP BENEFIT

This rider provides an RPP Benefit if You are Totally Disabled and not Gainfully Employed.

During a period of Disability, the premium for this rider will be waived if premiums are then being waived for the Policy to which this rider is attached.

The RPP Monthly Indemnity, Elimination Period, Accumulation Period, Benefit Period, Expiration Date and the annual premium for this rider are shown in the Schedule Page.

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

- You must become Totally Disabled while the Policy is in force.
- You must have executed any documents that may be necessary to establish the Trust and to facilitate payment of the RPP Monthly Indemnity.
- You must satisfy the Elimination Period of this rider.

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

- After You have satisfied the Elimination Period of this rider, RPP Monthly Indemnity will be payable at the end of each month while You are Totally Disabled and not Gainfully Employed.
- The RPP Monthly Indemnity is paid into the Trust established for this purpose.

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

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

Trust assets are generally available to you at age 65. A distribution may be made before age 65 under special circumstances outlined in the trust agreement.

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

TERMINATION

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

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

Berkshire Life Insurance Company of America



Secretary

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Catastrophic Disability Benefit Rider – Policy Form 1410

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

This rider can provide a monthly benefit in addition to any other disability benefit payments under the policy if you are catastrophically disabled.

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

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

CATASTROPHIC DISABILITY BENEFIT RIDER

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

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

DEFINITIONS

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

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

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

Catastrophic Disability Adjustment Factor
Catastrophic Disability Adjustment Factor is equal to 1.03.

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

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

1410 (06/10)

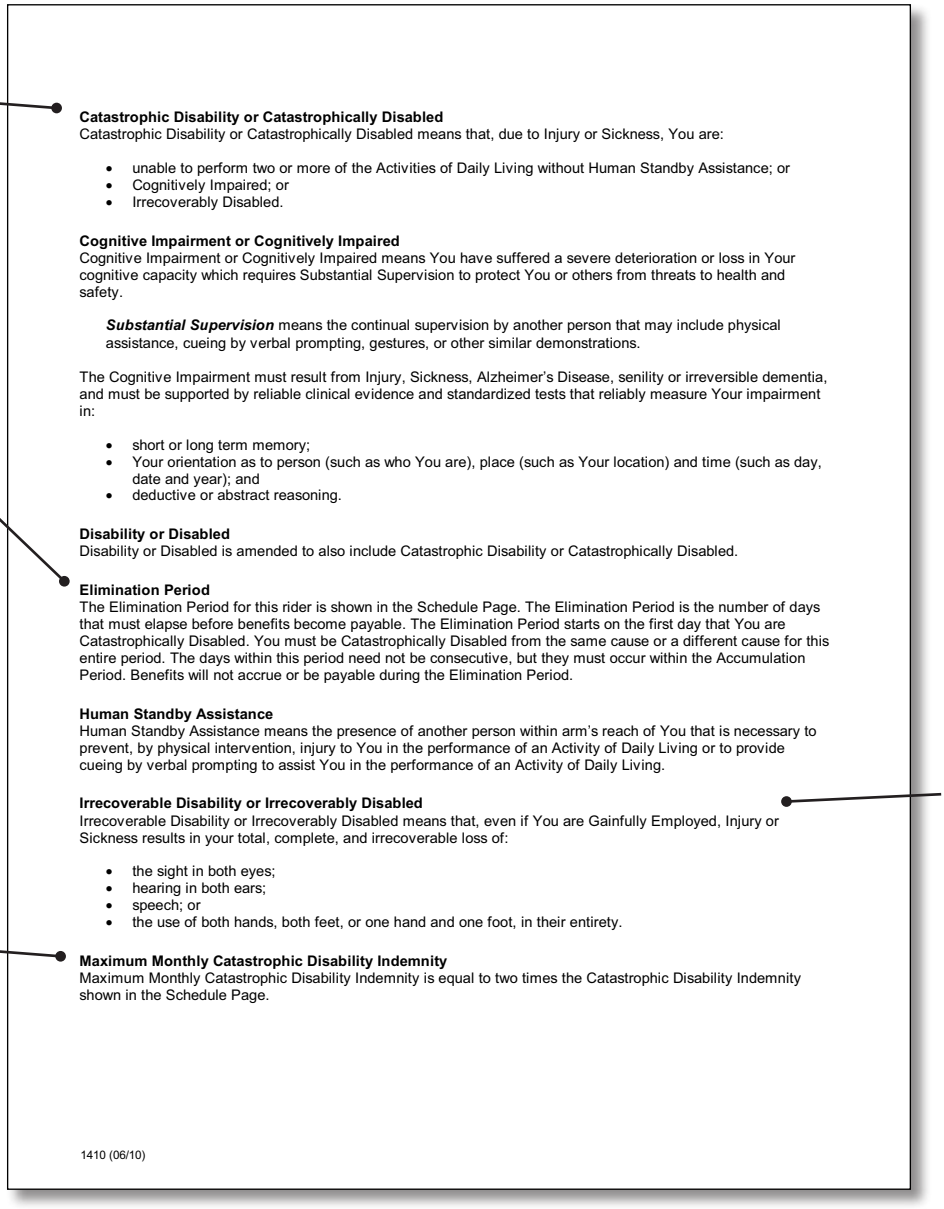
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This is a sample policy, subject to modification in certain states.

You are catastrophically disabled if unable to perform two or more activities of daily living, or are cognitively impaired, or irrecoverably disabled.

Elimination period for this rider is for the same duration as the base policy elimination period during which you must be catastrophically disabled.

The catastrophic disability indemnity will increase 3% each year while you remain catastrophically disabled, but may not increase to exceed two-times your original catastrophic disability indemnity.



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

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

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

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

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

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

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

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

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

Irrecoverable Disability or Irrecoverably Disabled
Irrecoverable Disability or Irrecoverably Disabled means that, even if You are Gainfully Employed, Injury or Sickness results in your total, complete, and irrecoverable loss of:

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

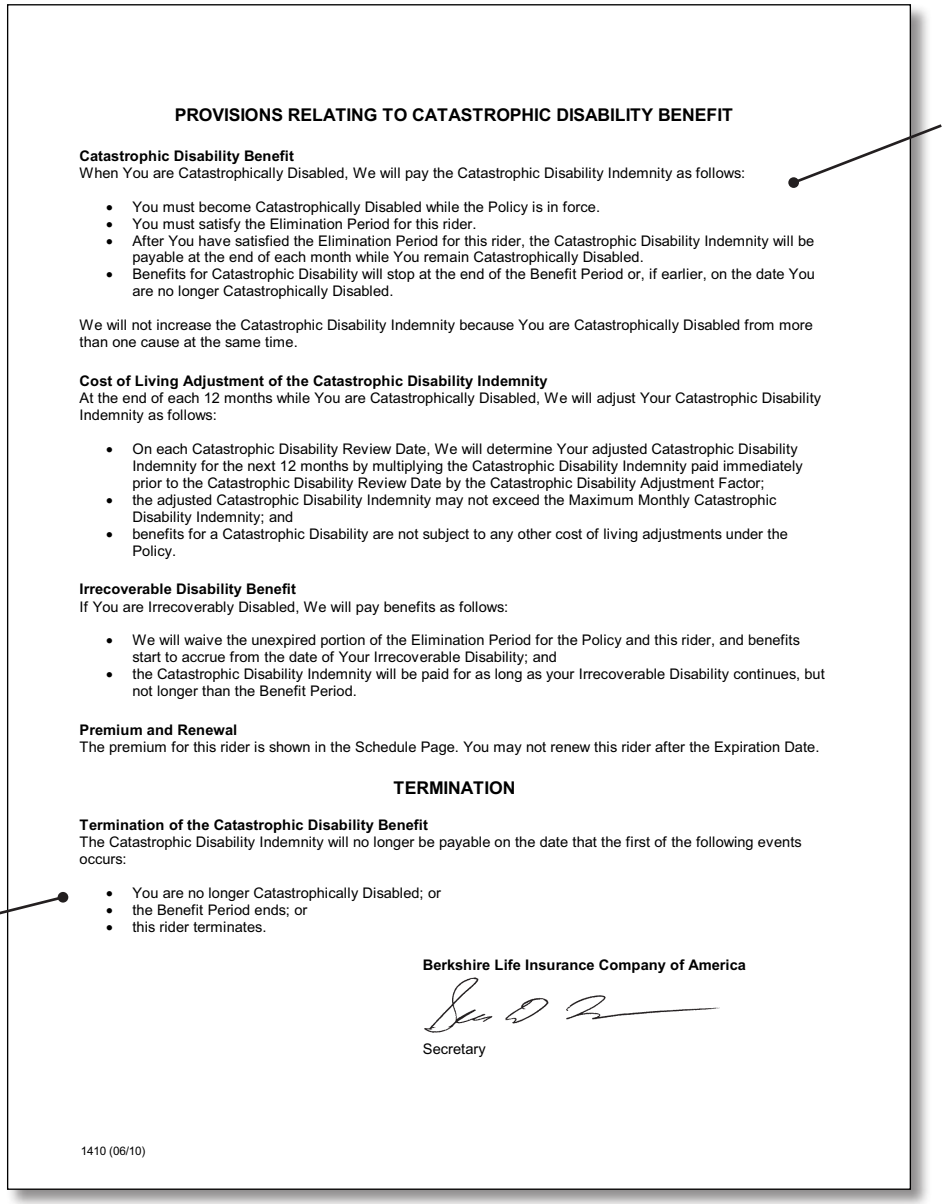
Maximum Monthly Catastrophic Disability Indemnity
Maximum Monthly Catastrophic Disability Indemnity is equal to two times the Catastrophic Disability Indemnity shown in the Schedule Page.

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We will waive the elimination period for this rider if you are irrecoverably disabled.

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



PROVISIONS RELATING TO CATASTROPHIC DISABILITY BENEFIT

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

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

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

Cost of Living Adjustment of the Catastrophic Disability Indemnity
At the end of each 12 months while You are Catastrophically Disabled, We will adjust Your Catastrophic Disability Indemnity as follows:

- On each Catastrophic Disability Review Date, We will determine Your adjusted Catastrophic Disability Indemnity for the next 12 months by multiplying the Catastrophic Disability Indemnity paid immediately prior to the Catastrophic Disability Review Date by the Catastrophic Disability Adjustment Factor;
- the adjusted Catastrophic Disability Indemnity may not exceed the Maximum Monthly Catastrophic Disability Indemnity; and
- benefits for a Catastrophic Disability are not subject to any other cost of living adjustments under the Policy.

Irrecoverable Disability Benefit
If You are Irrecoverably Disabled, We will pay benefits as follows:

- We will waive the unexpired portion of the Elimination Period for the Policy and this rider, and benefits start to accrue from the date of Your Irrecoverable Disability; and
- the Catastrophic Disability Indemnity will be paid for as long as your Irrecoverable Disability continues, but not longer than the Benefit Period.

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

TERMINATION

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

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

Berkshire Life Insurance Company of America

Secretary

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Waiver of premium also applies to catastrophic disability.

Benefit period for this rider is for the same duration as the benefit period for the base policy, but never continues beyond age 65 or 67.

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Automatic Benefit Enhancement Rider – Policy Form 1406

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

This rider provides automatic increases to the monthly indemnity each year, despite changes in health, income or occupation, while you are not disabled. Automatic increases are not provided during a suspension period.

Each automatic increase will be 4% of the prior year's monthly indemnity. Monthly indemnity issued under the Additional Monthly Benefit or Cost of Living Adjustment riders (if included on the policy) is excluded.

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

AUTOMATIC BENEFIT ENHANCEMENT RIDER

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

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

DEFINITIONS

Automatic Increase
Automatic Increase means the increase in the Monthly Indemnity that takes effect under the terms and conditions of this rider unless You refuse it. While You are eligible for Automatic Increases, the Automatic Increase is equal to the Indexed Monthly Indemnity in effect immediately prior to the Policy Anniversary multiplied by the Automatic Increase Rate.

Automatic Increase Rate
The Automatic Increase Rate is shown in the Schedule Page.

Indexed Monthly Indemnity
The Indexed Monthly Indemnity is the Monthly Indemnity of the Policy, including any Automatic Increases that We have issued, but excluding any Monthly Indemnity issued under an Additional Monthly Benefit Rider and any Monthly Indemnity added pursuant to a Cost of Living Adjustment Rider.

Rider Review Date
The Rider Review Date means the fifth Policy Anniversary and every fifth Policy Anniversary thereafter while this rider is in force.

PROVISIONS RELATING TO AUTOMATIC BENEFIT ENHANCEMENT

Automatic Benefit Enhancement
This rider provides for up to five annual Automatic Increases as follows:

- On each Policy Anniversary, unless You refuse, We will increase Your Monthly Indemnity by the Automatic Increase.
- No Automatic Increase will be made which will cause the Monthly Indemnity to exceed the maximum amount of allowable Monthly Indemnity, if any, available to You based on Our underwriting rules in effect as of the Effective Date of the Policy.
- We will not require any evidence of insurability for an Automatic Increase to take effect.
- Each Automatic Increase that You accept will remain in effect for as long as the Policy is in force and the premium is paid.
- The premium for each Automatic Increase will be based on the rates in effect on the date of issue of the Automatic Increase. The premium will be based on the following factors:
  - the Automatic Increase amount; and
  - Your Age on the date of issue of the Automatic Increase; and
  - the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
  - any special class rating that applies to the Policy to which this rider is attached; and
  - any rider that is attached to the Policy that adjusts or determines a benefit based upon Monthly Indemnity.

1406 (06/10)

There is no premium for this rider.

You are eligible for up to five annual increases.

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

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

You are not obligated to accept any increases.

Refusal of an Automatic Increase
You may refuse an Automatic Increase:

- by submitting to Us a written request within 31 days after an Automatic Increase premium becomes due; or
- by not paying the premium for the Automatic Increase when it is due.

Automatic Increases which are refused may not be exercised later. If You refuse two consecutive Automatic Increases, all further Automatic Increases will be forfeited and this rider terminates.

Automatic Increases While Disabled or During a Suspension Period
Automatic Increases will not be added to Your Monthly Indemnity for any period in which You are Disabled or during a Suspension Period. If the Suspension Period ends, or You recover and We are no longer paying benefits or waiving premiums, then Automatic Increases will resume on the next Policy Anniversary and continue until the next Rider Review Date.

Any scheduled Automatic Increase will be forfeited during a period while premiums are being waived or during a Suspension Period.

This rider will terminate if You are Disabled on a Rider Review Date or the Rider Review Date occurs during a Suspension Period.

You may apply to renew this rider every five years, subject to underwriting approval.

Rider Renewal
After a Rider Review Date and before the next Policy Anniversary, You may submit an application to renew this rider for the smallest of:

- another five Automatic Increases; or
- the number of Automatic Increases between your attained Age and Age 60, whichever is less; or
- the number of Automatic Increases which will not cause the Monthly Indemnity to exceed the maximum amount of allowable Monthly Indemnity, if any, available to You based on Our underwriting rules in effect at the time You apply for rider renewal.

If You apply to renew this rider, You must provide evidence of Your medical insurability, Income, occupation, employment and other insurance in force, applied for, or for which You are eligible. We may require additional evidence of financial insurability to renew this rider.

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

If benefits have been paid by Us under the Policy, You are not eligible to renew this rider.

Premium
There is no premium for this rider.

TERMINATION

Termination of the Automatic Benefit Enhancement
This rider will terminate on the date when the first of the following events occurs:

- We do not renew this rider; or
- You attain Age 60; or
- The date of Your refusal of a second consecutive Automatic Increase; or
- Any date on which Your Monthly Indemnity equals or exceeds the maximum amount of allowable Monthly Indemnity, if any, available to You based on Our underwriting rules in effect as of the Effective Date of the Policy; or

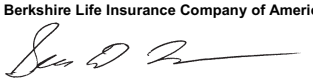
1406 (06/10)

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

- On a Rider Review Date if You are Disabled; or
- On a Rider Review Date during a Suspension Period; or
- On the date the Policy terminates.

Berkshire Life Insurance Company of America



Secretary

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Unemployment Waiver of Premium Rider – Policy Form 1409

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

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

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

UNEMPLOYMENT WAIVER OF PREMIUM RIDER

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

DEFINITIONS

Unemployment Period
Unemployment Period means the 12-month period starting on the date of Your unemployment.

BENEFIT PROVISIONS

Unemployment Waiver of Premium Benefit
If You become unemployed and receive unemployment compensation for at least 60 consecutive days:

- We will refund that portion of any premium paid which applies to the Unemployment Period.
- We will then waive any later premiums that are due during the Unemployment Period. We will waive these premiums even if You return to Gainful Employment.

Premiums are waived even if you return to work.

When the Unemployment Period ends, You are responsible for the pro rata portion of the premium for the remainder of the current Premium Term, and all premiums that fall due thereafter.

Premiums may not be waived for a subsequent Unemployment Period until 48 months have elapsed from the end of the previous Unemployment Period.

Conditions and Limitations
To receive the Unemployment Waiver of Premium Benefit, You must satisfy all of the following conditions:

- You must notify Us in writing within 90 days of the date on which You become unemployed.
- You must provide Us with a determination letter from the state or federal agency responsible for administering unemployment benefits. This letter must indicate that You qualify for unemployment compensation.
- You must provide proof that You have been receiving such compensation for at least 60 consecutive days.

If You become Disabled while premiums are being waived by reason of unemployment, You will remain eligible for benefits under the terms and conditions of the Policy.

Premium and Renewal
The premium for this rider is shown in the Schedule Page. You may not renew this rider after You are Age 60.

Berkshire Life Insurance Company of America

Secretary

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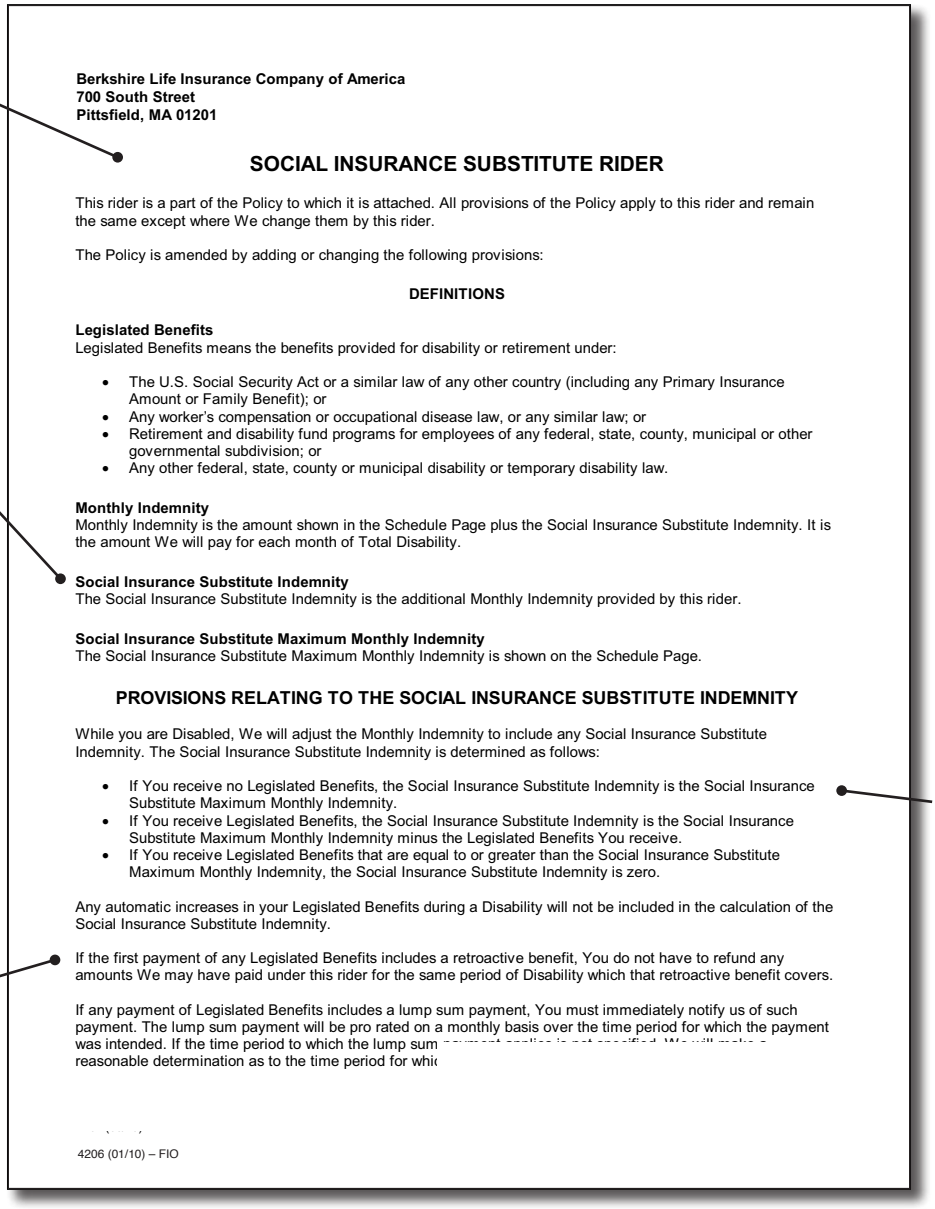
Social Insurance Substitute Rider – Policy Form 1401

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

This rider may provide an additional benefit that is coordinated with benefits you may receive from social insurance programs or worker's compensation.

The social insurance substitute indemnity also applies to the Residual Disability Benefit, Cost of Living Adjustment, and Partial Disability Benefit riders if included as optional riders, as well as to the Capital Sum Benefit.

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



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

SOCIAL INSURANCE SUBSTITUTE RIDER

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

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

DEFINITIONS

Legislated Benefits
Legislated Benefits means the benefits provided for disability or retirement under:

- The U.S. Social Security Act or a similar law of any other country (including any Primary Insurance Amount or Family Benefit); or
- Any worker's compensation or occupational disease law, or any similar law; or
- Retirement and disability fund programs for employees of any federal, state, county, municipal or other governmental subdivision; or
- Any other federal, state, county or municipal disability or temporary disability law.

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

Social Insurance Substitute Indemnity
The Social Insurance Substitute Indemnity is the additional Monthly Indemnity provided by this rider.

Social Insurance Substitute Maximum Monthly Indemnity
The Social Insurance Substitute Maximum Monthly Indemnity is shown on the Schedule Page.

PROVISIONS RELATING TO THE SOCIAL INSURANCE SUBSTITUTE INDEMNITY

While you are Disabled, We will adjust the Monthly Indemnity to include any Social Insurance Substitute Indemnity. The Social Insurance Substitute Indemnity is determined as follows:

- If You receive no Legislated Benefits, the Social Insurance Substitute Indemnity is the Social Insurance Substitute Maximum Monthly Indemnity.
- If You receive Legislated Benefits, the Social Insurance Substitute Indemnity is the Social Insurance Substitute Maximum Monthly Indemnity minus the Legislated Benefits You receive.
- If You receive Legislated Benefits that are equal to or greater than the Social Insurance Substitute Maximum Monthly Indemnity, the Social Insurance Substitute Indemnity is zero.

Any automatic increases in your Legislated Benefits during a Disability will not be included in the calculation of the Social Insurance Substitute Indemnity.

If the first payment of any Legislated Benefits includes a retroactive benefit, You do not have to refund any amounts We may have paid under this rider for the same period of Disability which that retroactive benefit covers.

If any payment of Legislated Benefits includes a lump sum payment, You must immediately notify us of such payment. The lump sum payment will be pro rated on a monthly basis over the time period for which the payment was intended. If the time period to which the lump sum payment applies is not specified, We will make a reasonable determination as to the time period for whi

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There is a dollar-for-dollar offset if you are receiving other legislative benefits.

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

There are eligibility requirements to receive benefits under this rider.

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

Eligibility for the Social Insurance Substitute Indemnity
To be eligible for the Social Insurance Substitute Indemnity, You must be Disabled and You must give Us written proof that:

- You have applied in a proper and timely manner for Legislated Benefits for which You may be eligible;
- Your claim for Legislated Benefits has been approved, denied, or is still pending; and
- If denied, You are following every appeals process available to You.

Such proof must be provided to Us as often as We may reasonably require. It must include all correspondence between You and the appropriate office for the Legislated Benefits for which You are making claim, as well as any correspondence You have with Your employer.

If You have not provided written proof, We will deem the Social Insurance Substitute Indemnity to be zero.

If, after completing the appeals process, You are still denied Legislated Benefits, We can require You to reapply for them from time to time.

Attorney Fee Benefit
If you incur attorney fees during a Legislated Benefits appeals process, We will pay a one-time additional benefit equal to the Social Insurance Substitute Maximum Monthly Indemnity, provided that You had:

- A hearing before an Administrative Law Judge; or
- A review of the hearing by the Appeals Council (or similar body); or
- Brought a civil action in the United States District Court.

We will not pay the attorney fee benefit for services provided before:

- Your initial filing for Legislated Benefits is denied; and
- You have requested and received a reconsideration of the denial.

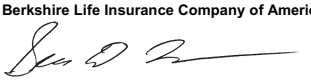
Premium and Renewal
The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date of the Policy.

TERMINATION

The Social Insurance Substitute Indemnity ends on the date that the first of the following events occurs:

- The Benefit Period ends; or
- You are no longer Disabled; or
- The Expiration Date of the Policy.

Berkshire Life Insurance Company of America



Secretary

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Partial Disability Benefit Rider – Policy Form 1407

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

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

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

PARTIAL DISABILITY BENEFIT RIDER

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

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

DEFINITIONS

Disability or Disabled
Disability or Disabled is amended to also include Partial Disability or Partially Disabled.

Partial Disability or Partially Disabled
Partial Disability or Partially Disabled means that You are not Totally Disabled and:

- You are Gainfully Employed; and
- Solely due to Injury or Sickness:
  - You are able to perform one or more, but not all, of the material and substantial duties of Your Occupation; or
  - You are unable to perform the material and substantial duties of Your Occupation for more than one-half of the time normally required.

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

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

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

PROVISIONS RELATING TO PARTIAL DISABILITY

Partial Disability Benefit
When You are Partially Disabled, We will pay the Partial Indemnity as follows:

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

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

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

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

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

TERMINATION

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

- You are no longer Partially Disabled; or
- You have received Partial Indemnity for six months in the same claim; or
- the Benefit Period ends; or
- the Expiration Date; or
- You become Totally Disabled; or
- this rider terminates.

Berkshire Life Insurance Company of America



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Managerial Duties Endorsement – Policy Form 1420-E

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

Under certain circumstances, this endorsement allows us to consider providing coverage or a more favorable occupation class to a person who performs manual duties as part of their occupation.

If this endorsement is attached to the policy, then this additional exclusion will apply to the policy.

If your occupation changes, you may apply to us to have this endorsement removed from the policy. Removal is subject to underwriting approval.

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

MANAGERIAL DUTIES ENDORSEMENT

This endorsement is a part of the Policy to which it is attached. All provisions of the Policy apply to this endorsement and remain the same except where modified by this endorsement.

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

Managerial Duties
Managerial Duties means Your administrative or managerial functions of Your Occupation that do not involve Manual Duties.

Manual Duties
Manual Duties are duties that require physical activities. These include, but are not limited to, climbing, bending, stooping, kneeling, lifting, crouching, crawling, carrying, pushing, pulling, operating machinery and driving.

EXCLUSIONS AND LIMITATIONS

The following exclusion is added to the Policy:

Exclusions
We will not pay benefits for any Disability in which You can perform the Managerial Duties of Your Occupation, but cannot perform the Manual Duties of Your Occupation.

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

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

For more information about products and services from Guardian and its subsidiaries contact your local Guardian Disability Specialist.



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