# Provider Choice

Individual Disability Income Insurance

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Specimen Contract
Policy Form ICC16 18ID

Guardian®

**Berkshire Life Insurance Company of America**
700 South Street • Pittsfield, Massachusetts 01201
1-888-482-7342

# Disability Income Policy
Non-Participating

This Policy, issued by Berkshire Life Insurance Company of America, provides insurance to the extent set out in the Policy. All of the provisions on this page and pages that follow are part of the Policy.



Secretary



President

**NONCANCELLABLE AND GUARANTEED RENEWABLE TO YOUR AGE 65 OR AGE 67. PLEASE SEE THE EXPIRATION DATE OF THE POLICY.**

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

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

After the Expiration Date, the Policyowner may conditionally renew the Policy on each Policy Anniversary, if You are not Disabled, You are Gainfully Employed Full Time for at least ten months each year, the premium is paid on time, and the Policy is in force up to the Expiration Date.

The premium at each renewal will be based on Our premium rates in effect for Your Age, gender, Class of Risk, Occupation Class, any special class rating under the Policy, and other factors We are using on a class basis at that time. We have the right to change such premiums on a class basis on any Policy Anniversary.

**NOTICE OF THIRTY-DAY RIGHT TO EXAMINE POLICY**

Please read the Policy carefully. It is a legal contract between the Policyowner and Us. The Policy may be returned to Us or to the representative through whom it was bought within thirty days from the date the Policy was received. Immediately upon such delivery or mailing, the Policy will be void from the beginning, and any premium, policy fees, or other charges paid for it will be refunded.

**Pre-existing Condition limitations or exclusions, and other limitations or exclusions, may apply. Please read the Policy carefully.**

Specimen

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page [1a]

| | | | |
|---|---|---|---|
| Insured: | [John Doe] | Policy Number: | [Z1234567] |
| Policyowner: | [John Doe] | Policy Date: | [11/08/2016] |
| Loss Payee: | [John Doe] | | |

## Policy Specifications for the Insured

| | | | |
|---|---|---|---|
| Class of Risk: | [Select] | Gender: | [Male] |
| Occupation Class: | [6] | Premium Term: | [Annual] |

## Disability Income Insurance Policy Coverage and Premium Summary

| Coverage | Benefit Amount | Annual Premium |
|---|---|---|
| Disability Income Insurance Policy | [$99,999] | [$99,999.99] |
| [Social Insurance Substitute Rider SIS Maximum Monthly Benefit:] | [$99,999] | [$99,999.99] |
| [Future Increase Option Rider (Total Increase Option:[$99,999])] | | [$99,999.99] |
| [Enhanced Partial/Basic Partial/Two-Year Partial/Short-Term Residual Disability Benefit Rider] | | [$99,999.99] |
| [3% Compound/6% Maximum/Four-Year Delayed Cost of Living Adjustment Rider] | | [$99,999.99] |
| [Graded Lifetime Benefit for Total Disability Rider] | | [$99,999.99] |
| [Enhanced Catastrophic Disability Benefit Rider] | [$99,999] | [$99,999.99] |
| [Severe Disability Benefit Rider] | [$99,999] | [$99,999.99] |
| [Retirement Protection Plus Disability Benefit Rider] | [$99,999] | [$99,999.99] |
| [Lump Sum Disability Benefit Rider Qualifying Amount: [$99,999]] | | [$99,999.99] |
| [Student Loan Protection Rider Student Loan Protection Maximum Monthly Benefit] | [$99,999] | [$99,999.99] |
| [Supplemental Benefit Term Rider Supplemental Monthly Benefit] | [$99,999] | [$99,999.99] |
| [Unemployment Waiver of Premium Rider] | | [$99,999.99] |
| [Benefit Purchase Rider] | | [No Charge] |
| [Automatic Benefit Enhancement Rider] | | [No Charge] |
| [Serious Illness Supplemental Benefit Endorsement] | | [No Charge] |
| [Occupational Rehabilitation, Modification and Access Benefits Endorsement] | | [No Charge] |
| [Enhanced Portability Option Endorsement] | | [No Charge] |
| [Endorsement Amending “Full Time” Definition] | | [No Charge] |
| [Suspension for Family Medical Leave Endorsement] | | [No Charge] |
| [[Gender Affirmation Procedures] Endorsement] | | [No Charge] |

This Schedule Page replaces any previously issued Schedule Page.



Specimen

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page [1a]

| | | | |
|---|---|---|---|
| Insured: | [John Doe] | Policy Number: | [Z1234567] |
| Policyowner: | [John Doe] | Policy Date: | [11/08/2016] |
| Loss Payee: | [John Doe] | | |

| | | |
|---|---|---|
| [Waiver of Elimination Period for [Act of Violence] Endorsement] | | [No Charge] |
| Annual premium before [discounts and] policy fee | [$99,999] | [$99,999.99] |
| [####% Extra Annual Premium | | $99,999.99] |

| [Applicable Policy Discount | Discount Percent] |
|---|---|
| [Employee Multi-Life Discount: | 10.00%/25.00%] |
| [Association Discount: | 10.00%] |
| [Student and Resident Discount: | 10.00%] |
| [Professional Group Discount: | 10.00%] |
| [Preferred Occupation Discount: | 10.00%] |
| [24 Month Mental and/or Substance-Related Disorders Benefit Limitation Discount: | 6.00%/8.00%/10.00%] |
| [12 Month Mental and/or Substance-Related Disorders Benefit Limitation Discount: | 5.00%/8.50%/10.50%/12.50%] |
| [Select Risk Class Discount: | 25.00%] |
| [Preferred Risk Class Discount: | 26.00%] |

| | |
|---|---|
| [Discounted Annual Premium before policy fee: | $99,999.99] |
| Annual Policy Fee: | [$30.00/$75.00/$15.00/$0.00] |
| Annual Premium after [discounts and] including policy fee: | [$99,999.99] |

Please call Berkshire Life Insurance Company of America with any questions about Your Policy. If You or the Policyowner are not satisfied after contacting Berkshire Life, contact the department of insurance for the state of [XXXX], Telephone Number [XXX-XXX-XXXX].

The Policy is issued with the level premium payment option. The level premium period will be to Age [67/65].

The Policy is issued with a [True Own Occupation/Two-Year True Own Occupation (Modified Occupation Thereafter)/Two-Year Modified Own Occupation (Any Occupation Thereafter)] definition of Total Disability.

## About the Premiums

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

If the Policyowner elects to increase, decrease or change Coverage, the Policy premium may change. A new Schedule Page will be provided.

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

For a Semiannual Premium Term:

A premium of [$99,999.99] must be paid every 6 months. This means an additional [$99,999.99] or [##.##%] will be paid per year, or a total annualized premium of [$99,999.99].

This Schedule Page replaces any previously issued Schedule Page.



Specimen

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page [1a]

| | | | |
|---|---|---|---|
| Insured: | [John Doe] | Policy Number: | [Z1234567] |
| Policyowner: | [John Doe] | Policy Date: | [11/08/2016] |
| Loss Payee: | [John Doe] | | |

For a Quarterly Premium Term:

A premium of [$99,999.99] must be paid every 3 months. This means an additional [$99,999.99] or [##.##%] will be paid per year, or a total annualized premium of [$99,999.99].

For a Monthly Premium Term:

A premium of [$99,999.99] must be paid every month. This means an additional [$99,999.99] or [##.##%] will be paid per year, or a total annualized premium of [$99,999.99].

For a Monthly Premium Term using Automatic Bank Draft (Guard-O-Matic):

A premium of [$99,999.99] must be paid every month. This means an additional [$99,999.99] or [##.##%] will be paid per year, or a total annualized premium of [$99,999.99].

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

About the Policy Coverage

| Issue Age | Monthly Benefit | Elimination Period | Accumulation Period | Benefit Period | Expiration Date | Annual Premium |
|---|---|---|---|---|---|---|
| [##] | [$99,999] | [###] days | [###] days | To Age 67 | [##/##/####] | [99,999.99] |

[Enhanced Catastrophic Disability Benefit Rider Coverage Summary]

| Issue Age | Rider Effective Date | Catastrophic Disability Benefit | Catastrophic Disability Elimination Period | Catastrophic Disability Accumulation Period | Catastrophic Disability Benefit Period | Expiration Date | Annual Premium |
|---|---|---|---|---|---|---|---|
| [##] | [##/##/###] | [$99,999] | [###] days | [###] days | [XXXXXXXXX] | [##/##/####] | [$99,999.99] |

[Severe Disability Benefit Rider Coverage Summary]

| Issue Age | Rider Effective Date | Severe Disability Benefit | Severe Disability Elimination Period | Severe Disability Accumulation Period | Severe Disability Benefit Period | Expiration Date | Annual Premium |
|---|---|---|---|---|---|---|---|
| [##] | [##/##/###] | [$99,999] | [###] days | [###] days | [XXXXXXXXX] | [##/##/####] | [$99,999.99] |

[Retirement Protection Plus (RPP) Disability Benefit Rider Coverage Summary]

| Issue Age | Rider Effective Date | RPP Monthly Benefit | RPP Elimination Period | RPP Accumulation Period | RPP Benefit Period | RPP Expiration Date | Annual Premium |
|---|---|---|---|---|---|---|---|
| [##] | [##/##/###] | [$99,999] | [###] days | [###] days | [XXXXXXXXX] | [##/##/####] | [$99,999.99] |

This Schedule Page replaces any previously issued Schedule Page.



Specimen

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page [1a]

| | | | |
|---|---|---|---|
| Insured: | [John Doe] | Policy Number: | [Z1234567] |
| Policyowner: | [John Doe] | Policy Date: | [11/08/2016] |
| Loss Payee: | [John Doe] | | |

[Student Loan Protection Rider Coverage Summary]

| Issue Age | Rider Effective Date | Student Loan Protection Maximum Monthly Benefit | Student Loan Protection Elimination Period | Student Loan Protection Accumulation Period | Student Loan Protection Termination Date | Annual Premium |
|---|---|---|---|---|---|---|
| [##] | [##/##/###] | [$99,999] | [###] days | [###] days | [##/##/####] | [$99,999.99] |

[Supplemental Benefit Term Rider Coverage Summary]

| Issue Age | Rider Effective Date | Supplemental Monthly Benefit | Supplemental Benefit Elimination Period | Supplemental Benefit Accumulation Period | Supplemental Benefit Termination Date | Annual Premium |
|---|---|---|---|---|---|---|
| [##] | [##/##/###] | [$99,999] | [###] days | [###] days | [##/##/####] | [$99,999.99] |

[[Basic Partial/Enhanced Partial/Short-Term Residual] Disability Benefit Rider Coverage Summary]

| Issue Age | Rider Effective Date | Annual Premium |
|---|---|---|
| [##] | [##/##/##] | [99,999.99] |

[[3% Compound/6% Maximum/Four-Year Delayed] Cost of Living Adjustment Rider Coverage Summary]

| Issue Age | Rider Effective Date | Annual Premium |
|---|---|---|
| [##] | [##/##/##] | [99,999.99] |

[Automatic Benefit Enhancement Rider Coverage Summary

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

The premium for each Automatic Increase that is placed in force must be paid.]

[Additional Exclusions and Limitations

[The Policy has exclusions and/or limitations in addition to those described in the Exclusions and Limitations provision of the Policy. Additional exclusion(s) and/or limitation(s) are attached to the Policy.]

This Schedule Page replaces any previously issued Schedule Page.



Specimen

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page [1a]

| | | | |
|---|---|---|---|
| Insured: | [John Doe] | Policy Number: | [Z1234567] |
| Policyowner: | [John Doe] | Policy Date: | [11/08/2016] |
| Loss Payee: | [John Doe] | | |

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[Under no circumstance will We pay benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder that We have excluded by name or description.]]

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[Mental and/or Substance-Related Disorders Benefit Limitation
[Benefits We pay for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder are limited to [12 months/24 months] during Your lifetime.

After We have paid benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder for [12 months/24 months] during Your lifetime, We will not pay benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder unless You are:

- continuously confined in a Hospital for treatment of a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder; and
- under the regular care of a Physician.

Under no circumstance will We pay benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder that We have excluded by name or description.

[This limitation will not apply to Severe Disability or Catastrophic Disability due to a Functional Impairment or Cognitive Impairment, as defined in the Severe Disability Benefit Rider or Enhanced Catastrophic Disability Benefit Rider, if attached to the Policy.]]

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## About the Policy Benefit Period

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

For a [To Age 70/To Age 67/To Age 65/10 Year/5 Year/2 Year] Benefit Period:

| If Disability begins | The Benefit Period is |
|---|---|
| [XX] | [XX] |
| [XX] | [XX] |
| [XX] | [XX] |
| [XX] | [XX] |
| [XX] | [XX] |
| At or after age 75 | 12 months |

## [Lifetime Extension for Total Disability]

[If the X55 Benefit Period is selected, use the following section.]

If You become Totally Disabled before Age 65 and remain continuously Totally Disabled to the end of the Benefit Period, We will then pay a percentage of the Monthly Benefit each month for the rest of Your life while You are Totally Disabled.

We will base the percentage of Monthly Benefit on Your Age when You become Totally Disabled as shown in the table below.

For purposes of this table, We will use the amount of Monthly Benefit that is payable for Total Disability in the last month of the Benefit Period.

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This Schedule Page replaces any previously issued Schedule Page.



Specimen

| | | | |
|---|---|---|---|
| Insured: | [John Doe] | Policy Number: | [Z1234567] |
| Policyowner: | [John Doe] | Policy Date: | [11/08/2016] |
| Loss Payee: | [John Doe] | | |

Lifetime Extension for Total Disability applies only to the Monthly Benefit. It does not extend the Benefit Period for the Policy or for any other rider included with the Policy.

| If Total Disability starts: | Percentage of Monthly Benefit payable after the Benefit Period ends: |
|---|---|
| Prior to Age 56 | 100% |
| At or after Age 56 but before Age 57 | 90% |
| At or after Age 57 but before Age 58 | 80% |
| At or after Age 58 but before Age 59 | 70% |
| At or after Age 59 but before Age 60 | 60% |
| At or after Age 60 but before Age 61 | 50% |
| At or after Age 61 but before Age 62 | 40% |
| At or after Age 62 but before Age 63 | 30% |
| At or after Age 63 but before Age 64 | 20% |
| At or after Age 64 but before Age 65 | 10% |

[If the L60 Benefit Period is selected, use the following section.]

If You become Totally Disabled before Age 60 and remain continuously Totally Disabled to Age 65, We will then extend the Benefit Period for the rest of Your life while You are Totally Disabled. This extension applies only to the basic benefits of the Policy and does not apply to any optional benefit rider.]

Specimen

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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.
Please call Berkshire Life Insurance Company of America at 1-888-482-7342 with any questions about the Policy.

Specimen

## 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**
Age means Your age as of the Policy Anniversary that first occurs on or after the birthday on which You attain that age.

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

**Class of Risk**
Class of Risk means the classification We select based on certain risk factors. It is shown in the Schedule Page.

**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 the Policy, or a rider, takes effect, in accordance with the Representations of the Proposed Insured and Owner section in the application.

**Elimination Period**
Elimination Period is the number of days You must be Disabled before benefits begin to accrue and starts on the first day that You are Disabled. 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. The Elimination Period is shown in the Schedule Page.

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

**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 nurses.

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

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

Specimen

**Income**
Income means:

- the compensation that You receive, or which is attributable to You, for work or personal services; and
- the income that You receive, or which is attributable to You, from a privately held business in which You have an ownership interest. This amount is determined after deduction of normal and customary unreimbursable Business Expenses, but before any other deductions, including, but not limited to, any deduction of Your personal income taxes.

Income includes, but is not limited to, salaries, wages, fees, commissions, bonuses, pension and/or profit sharing contributions, other payments for work or personal services, and business profits. Income also includes Unearned Income if the Unearned Income is the result of Your work or personal services. In all other cases, Income does not include Unearned Income.

***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 for each month during a period of Disability. Current Income does not include Income received for work or personal services provided prior to the start of Disability. For the purpose of determining Current Income, Business Expenses may not exceed Prior Business Expenses.

***Business Expenses*** means the normal and customary business expenses that may be deducted from gross earned income for federal tax purposes for the period in which 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. If a Disability occurs 30 days or more after the Injury, We will deem the Disability to be due to Sickness.

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

**Loss Payee**
Loss Payee, named in the Schedule Page, is the person or entity to whom We will pay benefits.

**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, infection, 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, subject to approval by the Interstate Insurance Product Regulation Commission before using such replacement.

Specimen

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

**Occupation Class**
Occupation Class means the classification We select based on occupational risk. It is shown in the Schedule Page.

**Physician**
Physician means a person who is licensed by law in the state in which he or she practices as a Medical Doctor, Doctor of Osteopathy, or health care practitioner, and is acting within the scope of that license to treat Injury or Sickness that results in a Disability. A Physician cannot be:

- You and/or the Policyowner; or
- anyone related to You and/or the Policyowner by blood or marriage; or
- a member of Your and/or the Policyowner's household; or
- Your and/or the Policyowner's business or professional partner, employee or employer; or
- any person who has a financial affiliation or business interest with You and/or the Policyowner.

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

**Policyowner**
Policyowner is the person or entity named as Policyowner in the Schedule Page. The Policyowner has the right to renew the Policy, to request a change in Coverage, to change the Loss Payee, and to make other Policy changes.

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

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

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

- that was misrepresented or not disclosed in the application; and
- for which You received professional medical advice, diagnosis or treatment 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.

**Premium Term**
Premium Term is shown in the Schedule Page. It is the frequency of 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. If a Disability occurs 30 days or more after the Injury, We will deem the Disability to be due to Sickness.

Specimen

**Total Disability or Totally Disabled**
Until We have paid benefits for two years in the same claim, Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation and You are not Gainfully Employed.

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

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

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

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

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

**Your Occupation**
Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled. Your Occupation does not mean a specific job title, designation, industry, or job with a certain employer.

Specimen

**Total Disability or Totally Disabled**
Until We have paid benefits for two years in the same claim, Total Disability or Totally Disabled means that, solely due to Injury or Sickness, You are not able to perform the material and substantial duties of Your Occupation. You will be Totally Disabled even if You are Gainfully Employed in another occupation so long as, solely due to Injury or Sickness, You are not able to work in Your Occupation.

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

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. Your Occupation does not mean a specific job title, designation, industry, or job with a certain employer.

Specimen

**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.

**Your Occupation**
Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled. Your Occupation does not mean a specific job title, designation, industry, or job with a certain employer.

Specimen

**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. Your Occupation does not mean a specific job title, designation, industry, or job with a certain employer.

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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**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.

- **Enhancement for doctors performing Surgical Procedures**
  If Your Occupation is limited to a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) and more than 50% of Income is earned from performing Surgical Procedures, We will consider You to be Totally Disabled even if You are Gainfully Employed in Your practice or another occupation so long as, solely due to Injury or Sickness, You are not able to perform Surgical Procedures.

  If 50% or less of Income is earned from performing Surgical Procedures, We will consider You to be Totally Disabled if You satisfy the definition of Total Disability above.

  ***Surgical Procedures*** means the medical interventions involving an incision with instruments, performed by You in a clinical or hospital setting, normally involving anesthesia and/or respiratory assistance, that You regularly perform during the 12 months prior to Your Disability. These procedures can be performed on either an inpatient or outpatient basis. Providing hypodermic injections, in itself, is not a Surgical Procedure.

- **Enhancement for doctors providing Hands-on Patient Care**
  If Your Occupation is limited to a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) and more than 50% of Income is earned from providing Hands-on Patient Care, We will consider You to be Totally Disabled even if You are Gainfully Employed in Your practice or another occupation so long as, solely due to Injury or Sickness, You are not able to provide Hands-on Patient Care.

  If 50% or less of Income is earned from performing Hands-on Patient Care, We will consider You to be Totally Disabled if You satisfy the definition of Total Disability above.

  ***Hands-on Patient Care*** means meeting with a patient in a clinical setting for the purposes of providing medical advice, evaluation, diagnosis, or treatment, that You regularly and personally provide during the 12 months prior to Your Disability.

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

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

**Your Occupation**
Your Occupation means the occupation (or occupations, if more than one) in which You are Gainfully Employed during the 12 months prior to the time You become Disabled. Your Occupation does not mean a specific job title, designation, industry, or job with a certain employer.

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

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## PROVISIONS RELATING TO BENEFITS

**Total Disability Benefit**
When You are Totally Disabled, the Monthly Benefit is paid 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, the Monthly Benefit will be payable at the end of each month while You remain Totally Disabled.
- The Monthly Benefit will stop at the end of the Benefit Period or on the date You are no longer Totally Disabled, if earlier.

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

**Medical Care Requirement**
We will neither pay benefits nor waive premium under the Policy for any period of Disability during which You are not under a Physician's regular care that is appropriate, according to prevailing medical standards, for the conditions causing Disability. Appropriate care includes a plan between You and Your Physician that addresses Your goals for treatment and recovery, coordinates care among all Physicians involved in the treatment of the conditions causing Disability, and addresses Your functional status. The medical care must be provided by Physicians whose specialties are appropriate for Your Injury or Sickness causing Disability. You have the responsibility to obtain, and reasonably participate in, Your appropriate medical plan of care.

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 any of Our rights under the Policy.

**Presumptive Total Disability Benefit**
We will consider You to be Totally Disabled even if You are Gainfully Employed if, while the Policy is in force, Injury or Sickness results in Your total and complete loss of:

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

We will then waive the unexpired portion of the Elimination Period and benefits will start to accrue from the date of Your Total Disability. The Monthly Benefit will be paid for as long as Your Total Disability continues, but not longer than the Benefit Period.

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

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

**Recurrent Disability**
A recurrent Disability is a Disability that is determined to be a continuation of a previous Disability. If We determine Your Disability to be a recurrent Disability, Your prior claim for Disability will resume and no new Elimination Period will be required. All terms and conditions of the Policy must be satisfied. We will deem Your Disability to be a recurrent Disability, if:

- after the previous Disability ends, You have returned to Gainful Employment Full Time for less than 6 months; and

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

If a Disability is determined not to be a recurrent Disability, then it will be considered a new and separate Disability.

**New Benefit Period**
If the Benefit Period is 2 Years, 5 Years, or 10 Years, and You continue to be Disabled after the Benefit Period has ended, You will not be eligible for a new 2 Years, 5 Years, or 10 Years Benefit Period unless:

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

**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
- the previous Disability lasted more than six months; and
- We paid benefits under the Policy for the previous Disability; and
- You remain continuously Disabled for at least for 30 days.

**Cosmetic Surgery**
We will deem You to be Totally Disabled as a result of Sickness if You become Totally Disabled due to complications from elective cosmetic surgery to improve Your appearance or correct a disfigurement, if the surgery occurs more than six months after the Effective Date. Cosmetic surgery will not include reconstructive surgery when the surgery is incidental to or follows surgery resulting from trauma, infection, other diseases of the involved part, or reconstructive surgery because of congenital disease or anomaly resulting in a functional defect.

We will not pay benefits for any Disability caused by, contributed to by, or which results from, complications due to elective cosmetic surgery that occurs during the first six months after the Effective Date.

**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 that applies to the period of Disability beginning with the date that You were first Disabled in the same claim.
- We will then waive any later premium that is due while You are continuously Disabled in the same claim and receiving benefits for the Disability.

We will continue to waive premium if You remain continuously Disabled after the end of the Benefit Period and before the Expiration Date. You must notify Us within six months of the date Your Disability ends. The pro rata portion of the premium for the remainder of the current Premium Term must be paid, and all premiums due thereafter must be paid, in order to keep the Policy in force. The Policy will terminate if You fail to notify Us within six months of the date Your Disability ends.

We will continue to waive premium for the six-month period after Your Disability ends. At the end of the six-month period, the pro rata portion of the premium for the remainder of the current Premium Term must be paid, and all premium due thereafter must be paid, in order to keep the Policy in force.

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

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

If the Expiration Date occurs while premiums are being waived, the Policy will terminate.

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**Hospice Care Benefit**
We will consider You to be Totally Disabled if, due to an Injury or Sickness, You are:

- under a Physician-ordered plan of care for hospice services; and
- receiving hospice services through a member of the National Hospice and Palliative Care Organization.

We will then waive the unexpired portion of the Elimination Period and benefits will start to accrue from the date a Physician-ordered plan of care is initiated for hospice services. The Monthly Benefit will be paid for as long as Your Total Disability continues, but not longer than the Benefit Period.

## PROVISIONS RELATING TO SUSPENSION

**Suspension for Active Military Service**
A suspension of the Policy may be requested if 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. Active duty does not include training that lasts 90 days or less, or any period of travel preceding a period of active duty. If You are eligible for a suspension, the suspension of the Policy starts on the date We, or any authorized agent, receive the Policyowner's written request or a later date if requested by the Policyowner.

The Policy must be in force and premium must be paid to the date it is suspended. 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. Acceptance of premium by Us while You are on active duty will not waive the suspension of the Policy. Any premium paid that applies on or after the date it is suspended will be refunded.

While the Policy is suspended:

- We will neither require premium nor pay benefits under the Policy; and
- the Policy will not cover losses that result from Injury or Sickness that occurs or begins while the Policy is suspended; and
- no privileges or options under the Policy or any attached riders may be exercised.

The suspension of the Policy ends when You are no longer on active duty. On the date We receive a written request to place the Policy back in force and the required pro rata premium, the Policy will be placed back in force as of the date active duty ended. We will not require evidence of insurability. Any such request and premium payment must be received by Us within 90 days after the date Your active duty ends. The Grace Period does not apply. The Policy will terminate if the premium for the Policy remains unpaid for more than 90 days after the suspension ends.

If the Policy is placed back in force following a suspension:

- premium will be at the same rate that it would have been had the Policy not been suspended.
- the Policy will cover only losses that result from Injury that occurs, or Sickness that first manifests itself, on or after the date the Policy is placed back in force.

In all other respects, the Policyowner and We will have the same rights under the Policy as before it was suspended.

If the Expiration Date occurs while the Policy is suspended, the Policy will terminate.

**Suspension During Unemployment**
A suspension of the Policy may be requested if:

- You become unemployed; and
- You have received at least eight weeks of governmental unemployment benefits; and
- the Policy has been in force for at least one year from the Effective Date; and
- the Unemployment Waiver of Premium rider is not attached to the Policy.

The suspension of the Policy starts on the date We receive:

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

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The Policy must be in force and premium must be paid to the date it is suspended. Any premium paid that applies on or after the date it is suspended will be refunded.

While the Policy is suspended:

- We will neither require premium nor pay benefits under the Policy; and
- the Policy will not cover losses that result from Injury or Sickness that occurs or begins while the Policy is suspended; and
- no privileges or options under the Policy or any attached riders may be exercised.

The suspension will end at the earlier of:

- the date We receive a written request to end the suspension of the Policy, subject to proof that You are Gainfully Employed; or
- 12 months after the date on which the Policy is suspended.

When the suspension of the Policy ends, We will require pro rata premium to place the Policy back in force. The Grace Period does not apply. The Policy will terminate if the premium for the Policy remains unpaid for more than 90 days after the suspension ends.

If the Policy is placed back in force following a suspension:

- premium will be at the same rate that it would have been had the Policy not been suspended.
- the Policy will cover only losses that result from Injury that occurs, or Sickness that first manifests itself, on or after the date the Policy is placed back in force.

In all other respects, the Policyowner and We will have the same rights under the Policy as before it was suspended.

If the Policy has been suspended by reason of unemployment, the Policy may not be suspended by reason of unemployment again until 48 months have elapsed from the end of the last suspension by reason of unemployment.

If the Expiration Date occurs while the Policy is suspended, the Policy will terminate.

## EXCLUSIONS AND LIMITATIONS

**Exclusions**

We will not pay benefits for any Disability:

- caused by, contributed to by, or which results from, declared or undeclared war or acts of war ; or
- caused by, contributed to by, or which results from, active duty in the armed forces of any nation or international governmental authority or while serving in units auxiliary thereto or the National Guard or similar government organizations; or
- for any period in which You are legally incarcerated or legally detained; however, this exclusion does not apply to any incarceration or detainment of seven days or less; or
- caused by, contributed to by, or which results from, Your commission of, or attempt to commit, a felony as defined under local, state, or federal law; or
- caused by, contributed to by, or which results from, Your being engaged in an illegal occupation; or
- caused by, contributed to by, or which results from, any suspension, revocation, restriction, inactivation, surrender, or the like, of Your professional or occupational license or certification; or
- caused by, contributed to by, or which results from, an intentionally self-inflicted injury; or
- caused by, contributed to by, or which results from, a normal pregnancy or childbirth until 90 days have elapsed from the date of Disability or the Elimination Period has been satisfied, if later; or
- due to any loss We have excluded by name or description.

**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.

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**Mental and/or Substance-Related Disorders Benefit Limitation**
If the Policy includes a Mental and/or Substance-Related Disorders Benefit Limitation, it is shown in the Schedule Page. Under this limitation, benefits We pay for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder are limited during Your lifetime to the number of months specified in the Schedule Page.

After We have paid benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder for the number of months specified in the Schedule Page, We will not pay benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder unless You are:

- continuously confined in a Hospital for treatment of a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder; and
- under the regular care of a Physician.

Under no circumstance will We pay benefits for a Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder that We have excluded by name or description.

This limitation will not apply to Severe Disability or Catastrophic Disability due to a Functional Impairment or Cognitive Impairment, as defined in the Severe Disability Benefit Rider or Enhanced Catastrophic Disability Benefit Rider, if attached to the Policy.

## PROVISIONS RELATING TO CLAIMS

**Authorization**
We will require an authorization, without alterations, signed by You, or Your duly authorized legal representative, for Us to obtain information, as often as is reasonably necessary.

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

**Claim Forms**
When We receive written notice of claim, We will send claim forms for filing proof of loss. Claim forms must be completed, signed and returned to Us, and are a required part of proof of loss. If We do not send You such forms within 15 days after receiving written notice of claim, You may submit a written statement within the time provided in 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 any loss within 90 days after the end of each monthly period for which benefits are claimed. All losses must occur while the Policy is in force.

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 Income 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.

**Payment of Claim**
All terms and conditions of the Policy must be satisfied in order for benefits to become payable. After all required proof of loss is provided and the claim is approved by Us, benefits due under the Policy will be paid to the Loss Payee.

If any benefit of the Policy becomes payable to a person not competent to give a release, We may pay such benefit, up to $5,000, to a relative by blood or marriage of such person We deem appropriate. Any payment made in good faith under this provision will fully discharge Us to the extent of such payment.

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The Policy, and all Coverage, terminates upon Your death. Any accrued benefits that are unpaid will be paid to Your estate.

If You would like to appeal Our claim determination, You may submit an appeal in writing to Us at Our Home office.

**Overpayment of Benefits**
In the event that an overpayment of benefits occurs, We have the right to either recoup the overpayment from future claim benefits or require reimbursement within 60 days of notification of overpayment.

**Time of Claim Payment**
Subject to satisfactory written proof of loss and upon Our determination that benefits are payable under the Policy, We will pay all accrued benefits that are due for Disability and other specified losses. Benefits will be immediately payable at the end of each month for which benefits are due while You are Disabled. Any amounts due that are unpaid when You are no longer Disabled will be paid promptly after We receive satisfactory written proof of loss. If We do not pay accrued benefits within 30 days after We receive satisfactory written proof of loss, We will pay simple interest at the rate of 10% per annum beginning with the 31st day after receipt of satisfactory written proof of loss and ending on the day the claim is paid.

**Examinations**
We have the right to have You examined at Our expense and as often as We reasonably require to determine Your eligibility for benefits under the Policy as part of the Proof of Loss provision. We will select the examiner and the examination conditions. 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, psychological examinations, neuropsychological 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 may deny or suspend benefits under the Policy if You fail to attend an examination, fail to cooperate with the examiner, or fail to comply with Our selected examination conditions.

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 business, financial and operational records, including, but not limited to, Your personal, business and corporate federal and state tax returns, as often as We 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 that were in effect immediately preceding the start of Your Disability.

**Responsibility to Cooperate and Obtain Appropriate Medical Care**
You have the responsibility to cooperate with Us concerning all matters relating to the Policy including, but not limited to, any claims under the Policy. You have the responsibility to obtain, and reasonably participate in, all appropriate medical care for the condition for which benefits are claimed.

## PROVISIONS RELATING TO PREMIUM AND RENEWAL

**Premium**
Premiums are due on the first day of each Premium Term. If You die, any premium paid that applies to the period after Your date of death will be refunded to the Policyowner or the Policyowner's estate.

**Grace Period**
Except for the first premium, if the premium has not been paid by the premium due date, We allow a grace period of 31 days in which to pay each premium due. The Policy stays in force during the grace period. If the premium has not been paid by the end of the grace period, the Policy will lapse.

**Premium Term Changes**
The Policyowner may submit a written request to Our home office to change the Premium Term. On request, and subject to Our approval, premiums may be paid annually or on a periodic basis. As shown in the Schedule Page, the

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Premium Terms available are annual, semiannual, quarterly, or monthly. Any change to the Premium Term will begin with the next premium due date. We will not allow any change that would result in any premium not being due on a Policy Anniversary.

**Conditional Renewal After The Expiration Date**
After the Expiration Date, the Policy may be conditionally renewed on each Policy Anniversary, if:

- You are not Disabled; and
- You are Gainfully Employed Full Time for at least ten months each year; and
- the premium is paid on time; and
- the Policy is in force up to the Expiration Date.

If the Policyowner renews the Policy after the Expiration Date, We can require satisfactory written proof that You have continued to be Gainfully Employed Full Time for at least ten months each year. Upon Our approval, We will issue a new Schedule Page.

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

The premium at each renewal will be based on Our premium rates in effect for Your Age, gender, Class of Risk, Occupation Class, any special class rating under the Policy, and other factors We are adding on a class basis at that time. We have the right to change such premiums on a class basis on any Policy Anniversary.

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

**Reinstatement**
If the Policy has lapsed at the end of the grace period, the Policyowner can apply to reinstate the Policy by completing an application for reinstatement and paying all overdue premium. We must receive the application within six months of the date the Policy lapsed.

We may require satisfactory evidence of insurability to reinstate the Policy. If We approve the application, the Policy will be placed back in force on the date of such approval. If We refuse to reinstate the Policy, We will refund the overdue premium. If We have neither approved nor refused the application in writing within 45 days after receipt of such application and overdue premium, the Policy will be reinstated on that 45th day.

If We, or an authorized agent, accept a premium without an application, the Policy will be placed back in force as though the Policy had not lapsed.

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

## GENERAL CONTRACT PROVISIONS

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

**When the Policy is Effective**
The Policy takes effect at 12:01 a.m. on the Effective Date and terminates at 11:59 p.m. on the date on which the Policy terminates.

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

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

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**Time Limit on Certain Defenses**
After two years from the Effective Date of the Policy, no misstatements, except fraudulent misstatements, contained in the application for the Policy will be used to void the Policy or to deny a claim for loss incurred or Disability that starts after the end of such two-year period.

No claim for a loss incurred or Disability that starts after two years from the Effective Date of the Policy will be reduced or denied on the ground that a sickness or physical condition not excluded by name or specific description effective on the date of loss had existed before the Effective Date of the Policy.

In the event of a reinstatement, after two years from the date of reinstatement, no misstatements, except fraudulent misstatements, contained in the application for reinstatement will be used to void the Policy or to deny a claim for loss incurred or Disability, as defined in the Policy, commencing after the expiration of such two-year period.

In the event that any Coverage or rider is added to the Policy after the date the Policy takes effect, after two years from the date that such Coverage or rider was added to the Policy, no misstatements, except fraudulent misstatements, contained in the application for such Coverage or rider will be used to void such Coverage or rider or to deny a claim for loss incurred or Disability, as defined in the Policy, commencing after the expiration of such two year period. No claim for a loss incurred or Disability that starts after two years from the date such Coverage or rider takes effect will be reduced or denied on the ground that a sickness or physical condition, not excluded by name or specific description, effective on the date of loss had existed before the date such Coverage or rider took effect.

**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 for active military service or a suspension for unemployment; or
- Our receipt of the Policyowner's written request to terminate the Policy; or
- the Expiration Date, unless the Policy is conditionally renewed; or
- Your death.

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

**Misstatements of Age or Gender**
If Your age or gender is misstated on the application, Coverage will be what the premium paid would have purchased based on the correct age or gender.

If We would not have issued the Policy at Your correct age, there will be no insurance and We will refund all premiums paid for the period not covered by the Policy.

**Assignment**
An assignment will take effect on the date the assignment is signed unless otherwise specified by the Policyowner. We will be bound by an assignment of the Policy for any claim only if We receive a written assignment from the Policyowner 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 any right under the terms of the Policy will not be deemed a waiver of that right.

**Conformity with Interstate Insurance Product Regulation Commission Standards**
The Policy was approved under the authority of the Interstate Insurance Product Regulation Commission ("Commission") and issued under the Commission standards. Any provision of the Policy that, on the Effective Date, is in conflict with the Commission standards for the Policy is hereby amended to conform to the Commission standards for the Policy as of the Effective Date. We will notify the Policyowner of any such change no less than 30 days before the change becomes effective.

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

# ENHANCED 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

**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. Any replacement of the CPI-U must be approved by the Interstate Insurance Product Regulation Commission. We will notify the Policyowner before using any such replacement.

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

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

**Enhanced Initial Monthly Benefit**
The Enhanced Initial Monthly Benefit is the amount We will pay each month for the first 12 months that You are eligible for a Partial Disability benefit in the same claim.

**Monthly Partial Benefit**
Monthly Partial Benefit means the amount We will pay each month if You continue to be Partially Disabled in the same claim after the Enhanced Initial Monthly Benefit has been paid for 12 months. It is a percentage of the Monthly Benefit.

**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.

**Partial Disability or Partially Disabled**
During the Elimination Period, Partial Disability or Partially Disabled means You are Gainfully Employed and You are not Totally Disabled but, solely due to Injury or Sickness:

- Your Loss of Income is at least 15% of Your Prior Income; or
- You can perform one or more, but not all, of the material and substantial duties of Your Occupation; or
- You can perform all of the material and substantial duties of Your Occupation, but not for the length of time You normally require.

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

Once the Elimination Period has been satisfied, Partial Disability or Partially Disabled means You are Gainfully Employed and You are not Totally Disabled but, solely due to Injury or Sickness, Your Loss of Income is at least 15% of Your Prior Income.

**Review Date**
Review Date means the yearly anniversary of the date on which You were first Disabled in the same claim.

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## PROVISIONS RELATING TO PARTIAL DISABILITY

**Partial Disability Benefit**
When You are Partially Disabled, We will pay a Partial Disability benefit as follows:

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

For each month of the first 12 months that You are eligible for a Partial Disability benefit in the same claim, We will pay an Enhanced Initial Monthly Benefit. The Enhanced Initial Monthly Benefit is equal to Your Loss of Income. The Enhanced Initial Monthly Benefit will not be less than 50% of the Monthly Benefit. In no event will the Enhanced Initial Monthly Benefit exceed the Monthly Benefit.

If You continue to be Partially Disabled in the same claim after the Enhanced Initial Monthly Benefit has been paid for 12 months, We will pay a Monthly Partial Benefit.

The Monthly Partial Benefit will be determined by the formula (a) divided by (b) multiplied by (c), where:
(a) is Your Loss of Income for the month in which You are Partially Disabled; and
(b) is Your Prior Income; and
(c) is the Monthly Benefit.

If Your Loss of Income is more than 75% of Prior Income in any month of Partial Disability while an Enhanced Initial Monthly Benefit or a Monthly Partial Benefit is payable, We will deem such loss to be 100%.

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

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

**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 based on changes in cost of living, as reflected in the CPI-U, since the start of claim. We will adjust the Prior Income and Prior Business Expenses by multiplying each by the actual percentage change in the CPI-U between the Current Index Month and the Original Index Month. The adjusted Prior Income and adjusted Prior Business Expenses will apply to the 12-month period that follows the Review Date and will be used to determine 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, while a Partial Disability benefit is payable, until the first of the following 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 Injury or Sickness.

**Premium and Renewal**
The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the Expiration Date of the Policy.

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## TERMINATION

**Termination of the Partial Disability Benefit**
Benefits for Partial Disability will no longer be payable when the first of the following occurs:

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

**Termination of Enhanced Partial Disability Benefit Rider**
This rider terminates when the first of the following occurs:

- the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

**Berkshire Life Insurance Company of America**



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Specimen

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

# BASIC 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

**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. Any replacement of the CPI-U must be approved by the Interstate Insurance Product Regulation Commission. We will notify the Policyowner before using any such replacement.

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

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

**Monthly Partial Benefit**
Monthly Partial Benefit means the amount We will pay for each month of Partial Disability. It is a percentage of the Monthly Benefit.

**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.

**Partial Disability or Partially Disabled**
Partial Disability or Partially Disabled means You are Gainfully Employed and You are not Totally Disabled under the terms of the Policy, but solely due to Injury or Sickness:

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

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

**Review Date**
Review Date means the yearly anniversary of the date on which You were first Disabled in the same claim.

## PROVISIONS RELATING TO PARTIAL DISABILITY

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

- You must become Disabled while the rider is in force.
- You must satisfy the Elimination Period.

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- After You have satisfied the Elimination Period, the Monthly Partial Benefit will be payable at the end of each month while You are Partially Disabled.

For each month benefits are payable under this rider, the Monthly Partial Benefit may never exceed Loss of Income, except as stated in the Enhancements to the Monthly Partial Benefit provision.

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

**Payment of Monthly Partial Benefit**
The Monthly Partial Benefit will be determined by the formula (a) divided by (b) multiplied by (c), where:
(a) is Your Loss of Income for the month in which You are Partially Disabled; and
(b) is Your Prior Income; and
(c) is the Monthly Benefit.

**Enhancements to Monthly Partial Benefit**
During the first six months in which the Monthly Partial Benefit is payable, We will deem Your Loss of Income to be 50% of Your Prior Income or the actual percentage of loss, if greater.

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

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

The adjustment to Prior Income and Prior Business Expenses may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. Your Prior Income or Prior Business Expenses will not be reduced below what they were at the start of claim.

We will adjust the Prior Income and Prior Business Expenses on each Review Date, while the Monthly Partial Benefit is payable, until the first of the following occurs:
- a recovery benefit is payable; or
- the Benefit Period ends; or
- this rider terminates.

**Recovery Benefit**
Following a period of Disability, We will pay a recovery benefit for up to twelve consecutive months for any one claim if:
- You are no longer Disabled; and
- You return to Full Time Gainful Employment immediately following a period of Disability; and
- We paid benefits under the Policy; and
- Your Loss of Income is at least 20% of Your Prior Income; and
- Your Loss of Income is solely due to the Injury or Sickness that caused Your Disability.

The recovery benefit 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 a recovery benefit is payable; and
(b) is Your Prior Income; and
(c) is the Monthly Benefit.

If Your Loss of Income is more than 75% of Prior Income in any month in which a recovery benefit is payable, We will deem such loss to be 100%.

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We will continue to waive premiums while You are receiving a recovery benefit even if it exceeds the six-month period after You recover as stated in the Waiver of Premium provision of the Policy. We will continue to waive premiums until the later of:

- the end of the six-month period after You recover; or
- the date the recovery benefit is no longer payable.

**Proof of Loss**
In addition to any proof of loss required by the Policy, You must provide Us with written proof of loss necessary to establish that Your Loss of Income is solely the result of Your Injury or Sickness.

**Premium and Renewal**
The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the Expiration Date of the Policy.

## TERMINATION

**Termination of Monthly Partial Benefit**
The Monthly Partial Benefit will no longer be payable when the first of the following occurs:

- You are no longer Partially Disabled; or
- Your Loss of Income is no longer solely the result of Injury or Sickness; or
- You become Totally Disabled; or
- the Benefit Period ends; or
- this rider terminates.

**Termination of Recovery Benefit**
Recovery Benefit will no longer be payable on the date that the first of the following events occurs:

- You become Disabled; or
- You are no longer Gainfully Employed Full Time; or
- Your Loss of Income is no longer solely due to the Injury or Sickness that caused Your Disability; or
- Your Loss of Income is less than 20% of Your Prior Income; or
- the Benefit Period ends; or
- this rider terminates.

**Termination of Basic Partial Disability Benefit Rider**
This rider terminates when the first of the following occurs:

- the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

**Berkshire Life Insurance Company of America**



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Specimen

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**Pittsfield, MA 01201**

# SHORT-TERM 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

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

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

**Residual Disability or Residually Disabled**
Residual Disability or Residually Disabled means You are Gainfully Employed and You are not Totally Disabled under the terms of the Policy, but solely due to Injury or Sickness:

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

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

## PROVISIONS RELATING TO RESIDUAL DISABILITY

**Residual Disability Benefit**
When You are Residually Disabled, We will pay the Monthly Residual Benefit as follows:

- You must become Totally Disabled while the rider 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 Residually Disabled in the same claim before the end of the Benefit Period, the Monthly Residual Benefit will be payable at the end of each month while You are Residually Disabled.

We will pay up to six months of the Monthly Residual Benefit in the same claim. For each month benefits are payable under this rider, the Monthly Residual Benefit may never exceed Loss of Income. We will not increase the Monthly Residual Benefit because You are Disabled from more than one cause at the same time.

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

**Payment of Monthly Residual Benefit**
The Monthly Residual Benefit will be determined by the formula (a) divided by (b) multiplied by (c), where:

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

**Proof of Loss**
In addition to any proof of loss required by the Policy, You must provide Us with written proof of loss necessary to establish that Your Loss of Income is solely the result of Your Injury or Sickness.



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**Premium and Renewal**
The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the Expiration Date of the Policy.

## TERMINATION

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

- You are no longer Residually Disabled; or
- Your Loss of Income is no longer solely the result of Injury or Sickness; or
- the Monthly Residual Benefit has been paid for six months in the same claim; or
- the Benefit Period ends; or
- You become Totally Disabled; or
- this rider terminates.

**Termination of Short-Term Residual Disability Benefit Rider**
This rider terminates when the first of the following occurs:

- the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

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

**Review Date**
Review Date means the yearly anniversary, in the same claim, of the date on which You were first Disabled.

## PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

**Adjustment of the Monthly Benefit**
On each Review Date while benefits are payable, We will adjust the Monthly Benefit on a compound basis as follows:

- On the first Review Date, We will determine the adjusted Monthly Benefit for the next 12 months by multiplying the Monthly Benefit by the Cost of Living Adjustment Factor.
- On each subsequent Review Date, We will determine the adjusted Monthly Benefit for the next 12 months by multiplying the adjusted Monthly Benefit in effect immediately prior to each Review Date by the Cost of Living Adjustment Factor.

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

- Your Disability ends prior to the Expiration Date; and
- the Incremental Monthly Benefit is at least $300.

There will be no premium charge for the Incremental Monthly Benefit until the Expiration Date. After the Expiration Date, there will be a premium charge for the Incremental Monthly Benefit.

**Adjusted Monthly Benefit After the Expiration Date**
At the time of the first renewal of the Policy after the Expiration Date, the Policyowner may choose one of the following amounts of Monthly Benefit for any claim for Total Disability that begins after that date:

- the Monthly Benefit shown in the Schedule Page; or
- the adjusted Monthly Benefit, if any, last created by this rider.

We will base the premium after the Expiration Date on the amount of Monthly Benefit selected. All the conditions in the Policy for renewal after the Expiration Date must be satisfied.

**Premium and Renewal**
The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the Expiration Date of the Policy.

Specimen

## TERMINATION

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

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

**Termination of 3% Compound Cost of Living Adjustment Rider**
This rider terminates when the first of the following occurs:

- the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

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

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

## PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

**Adjustment of the Monthly Benefit**
On each Review Date while benefits are payable, We will adjust the Monthly Benefit on a compound basis as follows:

- On the first Review Date, We will determine the adjusted Monthly Benefit for the next 12 months by multiplying the Monthly Benefit by the Cost of Living Adjustment Factor.
- On each subsequent Review Date, We will determine the adjusted Monthly Benefit for the next 12 months by multiplying the adjusted Monthly Benefit in effect immediately prior to each Review Date by the Cost of Living Adjustment Factor.

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

- Your Disability ends prior to the Expiration Date; and
- the Incremental Monthly Benefit is at least $300.

There will be no premium charge for the Incremental Monthly Benefit until the Expiration Date. After the Expiration Date, there will be a premium charge for the Incremental Monthly Benefit.

**Adjusted Monthly Benefit After the Expiration Date**
At the time of the first renewal of the Policy after the Expiration Date, the Policyowner may choose one of the following amounts of Monthly Benefit for any claim for Total Disability that begins after that date:

- the Monthly Benefit shown in the Schedule Page; or
- the adjusted Monthly Benefit, if any, last created by this rider.

We will base the premium after the Expiration Date on the amount of Monthly Benefit selected. All the conditions in the Policy for renewal after the Expiration Date must be satisfied.

**Premium and Renewal**
The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the Expiration Date of the Policy.

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## TERMINATION

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

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

**Termination of Four-Year Delayed Cost of Living Adjustment Rider**
This rider terminates when the first of the following occurs:

- the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

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# 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 for each Review Date is determined by dividing the CPI-U for the Current Index Month by the CPI-U for the Prior Index Month. The Cost of Living Adjustment Factor will never be less than 1.03 or more than 1.06.

**CPI-U**
CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement for it, as published by the Bureau of Labor Statistics of the United States Department of Labor. Any replacement of the CPI-U must be approved by the Interstate Insurance Product Regulation Commission. We will notify the Policyowner before using any such replacement.

**Current Index Month**
Current Index Month means the calendar month 90 days before each Review Date.

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

**Prior Index Month**
Prior Index Month means, on each Review Date, the calendar month one calendar year prior to the Current Index Month.

**Review Date**
Review Date means the yearly anniversary, in the same claim, of the date on which You were first Disabled.

## PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

**Adjustment of the Monthly Benefit**
On each Review Date while benefits are payable, We will adjust the Monthly Benefit on a compound basis based on changes in cost of living, as reflected in the CPI-U, as follows:

- On the first Review Date, We will determine the adjusted Monthly Benefit for the next 12 months by multiplying the Monthly Benefit by the Cost of Living Adjustment Factor.
- On each subsequent Review Date, We will determine the adjusted Monthly Benefit for the next 12 months by multiplying the adjusted Monthly Benefit in effect immediately prior to each Review Date by the Cost of Living Adjustment Factor.

Any adjustment to the Monthly Benefit may vary from year to year as the CPI-U rises or falls, but will never be less than 3% or more than 6%.

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

- Your Disability ends prior to the Expiration Date; and
- the Incremental Monthly Benefit is at least $300.

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There will be no premium charge for the Incremental Monthly Benefit until the Expiration Date. After the Expiration Date, there will be a premium charge for the Incremental Monthly Benefit.

**Adjusted Monthly Benefit After the Expiration Date**
At the time of the first renewal of the Policy after the Expiration Date, the Policyowner may choose one of the following amounts of Monthly Benefit for any claim for Total Disability that begins after that date:

- the Monthly Benefit shown in the Schedule Page; or
- the adjusted Monthly Benefit, if any, last created by this rider.

We will base the premium after the Expiration Date on the amount of Monthly Benefit selected. All the conditions in the Policy for renewal after the Expiration Date must be satisfied.

**Premium and Renewal**
The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the Expiration Date.

## TERMINATION

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

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

**Termination of 6% Maximum Cost of Living Adjustment Rider**
This rider terminates when the first of the following occurs:

- the Expiration Date of the Policy or the end of the Benefit period, whichever is later; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

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# SEVERE 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

**Severe Disability or Severely Disabled**
Severe Disability or Severely Disabled means that, due to Injury or Sickness, You are:

- Functionally Impaired; or
- Irrecoverably Disabled.

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

**Severe Disability Benefit**
The Severe Disability Benefit is the amount We will pay for each month of Severe Disability. It is shown in the Schedule Page.

**Severe Disability Elimination Period**
Severe Disability Elimination Period is the number of days You must be Severely Disabled before benefits begin to accrue and starts on the first day that You are Severely Disabled. The days within this period need not be consecutive, but they must occur within the Severe Disability Accumulation Period. Benefits will not accrue or be payable during the Severe Disability Elimination Period. The Severe Disability Elimination Period is shown in the Schedule Page.

**Severe Disability Benefit Period**
Severe Disability Benefit Period means the longest period of time for which We will pay a Severe Disability Benefit for a continuous Severe Disability. It is shown in the Schedule Page.

**Functional Impairment or Functionally Impaired**
Functional Impairment or Functionally Impaired means You have suffered a severe deterioration or loss that requires Substantial Supervision to protect You or others from threats to health or safety.

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

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

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

**Disability or Disabled**
Disability or Disabled is amended to include Severe Disability or Severely Disabled.

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**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:

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

The Injury or Sickness must occur while this rider is in force.

## PROVISIONS RELATING TO SEVERE DISABILITY BENEFIT

**Severe Disability Benefit**
When You are Severely Disabled, We will pay the Severe Disability Benefit as follows:

- You must become Severely Disabled while the rider is in force.
- Benefits for Severe Disability will stop at the end of the Severe Disability Benefit Period or, if earlier, on the date You are no longer Severely Disabled.

We will not increase the Severe Disability Benefit because You are Severely Disabled from more than one cause at the same time.

**Severe Disability Benefit due to Functional Impairment**
If You are Severely Disabled due to Functional Impairment, We will pay the Severe Disability Benefit as follows:

- You must satisfy the Severe Disability Elimination Period.
- After You have satisfied the Severe Disability Elimination Period, the Severe Disability Benefit will be payable at the end of each month while You remain Severely Disabled.

**Severe Disability Benefit due to Irrecoverable Disability**
If You are Irrecoverably Disabled, We will pay the Severe Disability Benefit as follows:

- We will waive the unexpired portion of both the Elimination Period and the Severe Disability Elimination Period, and benefits will start to accrue from the date of Your Irrecoverable Disability.
- The Severe Disability Benefit will be payable at the end of each month while You remain Severely Disabled.

**Premium and Renewal**
The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the Expiration Date.

## TERMINATION

**Termination of Severe Disability Benefit**
The Severe Disability Benefit will no longer be payable when the first of the following occurs:

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

**Termination of Severe Disability Benefit Rider**
This rider terminates when the first of the following occurs:

- the Expiration Date of the Policy; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

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# ENHANCED CATASTROPHIC DISABILITY BENEFIT RIDER

**This rider does not directly or indirectly provide any coverage for long term care services.**

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

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

***Bathing*** means the ability to bathe, either in a tub or shower or by sponge bath, with or without adaptive devices, including the task of getting into or out of the tub or shower.

***Dressing*** means the ability to put on and take off all items of clothing, and any medically necessary braces, fasteners or other equipment or prosthetic devices You usually wear.

***Eating*** means the ability to get nourishment into Your body by any means, including intravenously or by a feeding tube.

***Transferring*** means the ability to move in and out of a chair or bed with or without equipment such as canes or quad canes, walkers, crutches, grab bars, or other support devices including mechanical or motorized devices.

***Toileting*** means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

***Continence*** means the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel and bladder function, the ability to perform associated personal hygiene including caring for a catheter or colostomy bag.

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

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

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

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

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

Specimen

**Catastrophic Disability Elimination Period**
Catastrophic Disability Elimination Period is the number of days You must be Catastrophically Disabled before benefits begin to accrue and starts on the first day that You are Catastrophically Disabled. The days within this period need not be consecutive, but they must occur within the Catastrophic Disability Accumulation Period. Benefits will not accrue or be payable during the Catastrophic Disability Elimination Period. The Catastrophic Disability Elimination Period is shown in the Schedule Page.

**Catastrophic Disability Benefit Period**
Catastrophic Disability Benefit Period means the longest period of time for which We will pay a Catastrophic Disability Benefit for a continuous Catastrophic Disability. It is shown in the Schedule Page.

**Catastrophic Disability Review Date**
Catastrophic Disability Review Date means the yearly anniversary, in the same claim, of the date on which You were first Catastrophically Disabled.

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

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

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

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

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

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

**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:

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

The Injury or Sickness must occur while this rider is in force.

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

Specimen

## PROVISIONS RELATING TO CATASTROPHIC DISABILITY BENEFIT

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

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

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

**Cost of Living Adjustment of the Catastrophic Disability Benefit**
On each Catastrophic Disability Review Date while the Catastrophic Disability Benefit is payable, We will adjust the Catastrophic Disability Benefit on a compound basis as follows:

- On the first Catastrophic Disability Review Date, We will determine the adjusted Catastrophic Disability Benefit for the next 12 months by multiplying the Catastrophic Disability Benefit by the Catastrophic Disability Adjustment Factor.
- On each subsequent Catastrophic Disability Review Date, We will determine the adjusted Catastrophic Disability Benefit for the next 12 months by multiplying the adjusted Catastrophic Disability Benefit in effect immediately prior to each Catastrophic Disability Review Date by the Catastrophic Disability Adjustment Factor.

The adjusted Catastrophic Disability Benefit may not exceed the Maximum Monthly Catastrophic Disability Benefit.

Benefits for a Catastrophic Disability are not subject to any other cost of living adjustments under the Policy.

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

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

**Premium and Renewal**
The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the Expiration Date.

## TERMINATION

**Termination of the Catastrophic Disability Benefit**
The Catastrophic Disability Benefit will no longer be payable when the first of the following occurs:

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

**Termination of Enhanced Catastrophic Disability Benefit Rider**
This rider terminates when the first of the following occurs:

- the Expiration Date of the Policy; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

**Berkshire Life Insurance Company of America**



Secretary

Specimen

**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 an option to apply for an Increase Policy.

**Increase Policy**
Increase Policy means any policy that is issued as a result of an exercise of an Increase Option.

**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; or
- the 90-day period beginning on a Special Option Date.

**Special Option Date**
Special Option Date means:

- the first date You are no longer covered by, nor eligible to participate in, a group long-term disability (LTD) plan; or
- a date that We declare.

**Total Increase Option Amount**
Total Increase Option means the maximum amount of Monthly Benefit that may be issued for an Increase Policy. The Total Increase Option Amount is shown in the Schedule Page.

## PROVISIONS RELATING TO INCREASE OPTIONS

**Exercising an Increase Option During an Option Period**
An Increase Option may be exercised during an Option Period if You are Gainfully Employed Full Time. We must receive the application for an Increase Policy during an Option Period. Each time We issue an Increase Policy, the remaining Total Increase Option Amount available under this rider will be reduced by the amount of the Increase Policy.

All or part of the remaining Total Increase Option Amount may be applied for until You attain Age 45.

On or after Age 45, only the following may be applied for:

- up to one-third of the original Total Increase Option Amount, not to exceed the remaining Total Increase Option Amount; or
- the remaining Total Increase Option Amount if it is less than $1,000; or
- the remaining Total Increase Option Amount if an Increase Policy is being applied for as a result of a Special Option Date that occurs because You are no longer covered by, nor eligible to participate in, a group LTD plan.

Specimen

Each Increase Policy applied for during an Option Period will be underwritten to determine the maximum amount of Monthly Benefit available, if any, not to exceed the Total Increase Option Amount. This amount will be determined by Our underwriting rules in effect on either the Effective Date of the Policy or when an Increase Policy is applied for, whichever are more favorable to You.

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

**Exercising an Increase Option When Disabled or Receiving Disability Benefits**
An Increase Option may be exercised during an Option Period when You are Disabled or receiving disability benefits from any source. However, an Increase Option may not be exercised as a result of a Special Option Date if You are Disabled or receiving disability benefits from any source.

If an Increase Option is exercised when You are Disabled or receiving disability benefits from any source, any Increase Policy will only apply to a new and separate Disability and will not provide a benefit for the current Disability, or recurrent Disability, or current claim for benefits**.**

Your Income for the purpose of exercising an Increase Option when You are Disabled or receiving disability benefits from any source will be based upon Your Income in the 12-month period immediately prior to the onset of Your Disability.

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

If an Increase Option is exercised as a result of a Special Option Date because You are no longer covered by, nor eligible to participate in, a group LTD plan, You must also provide evidence of Your eligibility status in a group LTD plan.

**Increase Policy**
The Increase Policy will be issued on a separate policy form then being used by Us for new applicants on a regular basis in the place where You live. For purposes of this rider, new applicants are individuals who do not have any coverage in force with Us at the time of application.

The Increase Policy will include those provisions, benefits, and riders that are part of the Policy if We are then offering them to new applicants in the place where the Increase Policy is issued. The provisions, benefits, and riders of the Increase Policy may be different from the Policy.

The Increase Policy will not have a shorter Elimination Period or a longer Maximum Benefit Period than the Policy.

We will not issue an Increase Policy with less than $200 of Monthly Benefit.

The premium for each Increase Policy will be based on Our premium rates in effect on the date of issue of the Increase Policy, which may vary by state. The premium may also be based on, but not limited to, the following:

- the Increase Policy amount and any rider that is attached to the Increase Policy; and
- Your age on the date of issue of the Increase Policy; and
- Your gender; and
- the state and policy form of the Increase Policy; and
- the Class of Risk, Occupation Class, and any special class rating under the Policy.

Your Class of Risk and Occupation Class under the Increase Policy will not be less favorable than under the Policy. If, at the time the Increase Policy is applied for, You submit evidence satisfactory to Us that You qualify for a more favorable Class of Risk and/or Occupation Class than under the Policy, We will apply the more favorable classification to the Increase Policy.

Specimen

Conditions that are excluded by name or description under the terms of the Policy will be excluded under the Increase Policy.

In order for an Increase Policy to become effective, We must receive the first premium unless premiums are then being waived because You are Disabled or benefits are being paid under the Policy. The premium for any Increase Policy will be waived if premiums are then being waived under the Policy.

**Rider Premium**
The premium for this rider is shown in the Schedule Page. Each time We issue an Increase Policy, the remaining Total Increase Option Amount available and the premium for this rider will be reduced accordingly. A new Schedule Page will be issued.

## TERMINATION

**Termination of Future Increase Option Rider**
This rider terminates when the first of the following occurs:

- You attain Age 55; or
- the Total Increase Option Amount has been issued; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

**Berkshire Life Insurance Company of America**



Secretary

Specimen

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

# BENEFIT PURCHASE 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

**Benefit Purchase Period**
Benefit Purchase Period means the 61-day period beginning 30 days immediately before the Review Date and ending 30 days immediately following the Review Date.

**Increase Policy**
Increase Policy means the additional Monthly Benefit purchased under this rider.

**Review Date**
Review Date means the third Policy Anniversary and the Policy Anniversary that occurs every three years thereafter while this rider is in effect.

## PROVISIONS RELATING TO BENEFIT PURCHASE OFFERS

**Benefit Purchase Offer**
On each Review Date, We will review Your eligibility for an Increase Policy. To keep this rider in effect and to determine eligibility for an Increase Policy, We will require an application and other evidence that demonstrate that You are insurable under Our then current underwriting guidelines, except that You do not have to provide evidence of Your medical insurability. We must receive the application and other evidence We require during the Benefit Purchase Period.

Our offer for an Increase Policy will be the maximum amount of additional Monthly Benefit available, if any, based on the information received and Our then current underwriting guidelines.

**Special Benefit Purchase Option Offer**
An Increase Policy may be applied for one time prior to a Review Date if You meet at least one of the following conditions:

- You are no longer eligible to participate in Your employer's group long-term disability (LTD) plan; or
- a group LTD plan under which You were covered ends and has not been converted or replaced; or
- You have had at least a 50% increase in Your Income during the first three years after the Effective Date of the Policy, or since the last Review Date.

An offer for an Increase Policy may be available if, within 90 days after the date one of the above conditions occurs, an application and other evidence are submitted to Us that demonstrate that You are insurable under Our then current underwriting guidelines. You do not have to provide evidence of Your medical insurability.

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

Specimen

**Benefit Purchase Offers When Disabled, Benefits are Payable, or Policy is Suspended**
You are not eligible for an Increase Policy:

- when You are Disabled; or
- when benefits are payable; or
- when We are waiving premiums; or
- while the Policy is suspended for active military service or unemployment.

An Increase Policy may be applied for according to the Benefit Purchase Offer or Special Benefit Purchase Option Offer provisions when:

- You are no longer Disabled; and
- benefits are no longer payable; and
- We are no longer waiving premiums; and
- the Policy is no longer suspended.

**Increase Policy**
The Increase Policy will be issued on a separate policy form then being used by Us for new applicants on a regular basis in the place where You live. For purposes of this rider, new applicants are individuals who do not have any disability insurance in force with Us at the time of application.

The Increase Policy may not include the same provisions, benefits, and riders as the Policy to which this rider is attached.

The Increase Policy will not have a shorter Elimination Period or a longer Maximum Benefit Period than the Policy.

We will not issue an Increase Policy with less than $200 of Monthly Benefit.

The premium for each Increase Policy will be based on Our premium rates in effect on the date of issue of the Increase Policy, which may vary by state. The premium may also be based on, but not limited to, the following:

- the Increase Policy amount and any rider that is attached to the Increase Policy; and
- Your age on the date of issue of the Increase Policy; and
- Your gender; and
- the state and policy form of the Increase Policy; and
- the Class of Risk, Occupation Class, and any special class rating under the Policy.

Conditions that are excluded by name or description under the terms of the Policy will be excluded under the Increase Policy.

In order for an Increase Policy to become effective, We must receive the first premium.

**Premium**
There is no premium for this rider.

Specimen

## TERMINATION

**Termination of Benefit Purchase Rider**

This rider terminates when the first of the following occurs:

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

**Berkshire Life Insurance Company of America**

Sean D. Quinn

Secretary

Specimen

**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 Benefit that takes effect under the terms and conditions of this rider unless the Policyowner refuses it.

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

**Rider Review Date**
The Rider Review Date means the sixth Policy Anniversary and the Policy Anniversary that occurs every six years thereafter while this rider is in effect.

## PROVISIONS RELATING TO AUTOMATIC BENEFIT ENHANCEMENT

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

- On each Policy Anniversary, unless refused, We will increase the Monthly Benefit by the Automatic Increase. To determine the Automatic Increase, We will multiply the Automatic Increase Rate by the Monthly Benefit in effect immediately prior to the Policy Anniversary, excluding any Monthly Benefit added pursuant to any cost of living adjustment rider, if attached to the Policy.
- No Automatic Increase will be made that will cause the Monthly Benefit to exceed the maximum amount of allowable Monthly Benefit available based on Our underwriting guidelines in effect as of the Effective Date of the Policy.
- We will not require any evidence of insurability for an Automatic Increase.
- Each Automatic Increase that is accepted 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 Our premium rates in effect as of the Effective Date of the Policy, the Automatic Increase amount, Your Age, gender, Class of Risk, Occupation Class**,** and any special class rating that applies to the Policy.

**Refusal of an Automatic Increase**
The Policyowner may refuse an Automatic Increase by:

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

Automatic Increases that are refused may not be added later. If two consecutive Automatic Increases are refused, all further Automatic Increases will be forfeited and this rider terminates.

**Automatic Increases While Disabled or During a Suspension**
An Automatic Increase will be forfeited if the Policy Anniversary occurs while You are Disabled or while the Policy is suspended for active military service or unemployment. If, on the next Policy Anniversary, We are no longer paying benefits or waiving premiums, or the Policy is no longer suspended, Automatic Increases will resume.

Specimen

**Rider Renewal**
After a Rider Review Date and before the next Policy Anniversary, an application to renew this rider may be submitted. We will require satisfactory evidence of insurability to renew this rider.

The application to renew this rider will be underwritten in accordance with Our underwriting guidelines in effect at the time the renewal is applied for to determine eligibility for rider renewal. If benefits have been paid by Us under the Policy, We will not renew this rider.

If We renew this rider, We will renew it for the least of:

- another six Automatic Increases; or
- the number of Automatic Increases between Your Age and age 60; or
- the number of Automatic Increases that will not cause the Monthly Benefit to exceed the maximum amount of allowable Monthly Benefit available based on Our underwriting guidelines in effect at the time rider renewal is applied for.

**Premium**
There is no premium for this rider.

## TERMINATION

**Termination of the Automatic Benefit Enhancement Rider**
This rider terminates when the first of the following occurs:

- We do not renew this rider; or
- You attain Age 60; or
- the date of refusal of a second consecutive Automatic Increase; or
- any date on which the Monthly Benefit equals or exceeds the maximum amount of allowable Monthly Benefit available based on Our underwriting guidelines in effect as of the Effective Date of the Policy or the last Rider Review Date, whichever is later; or
- a Rider Review Date if You are Disabled; or
- a Rider Review Date if the Policy is suspended for active military service or unemployment; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

**Berkshire Life Insurance Company of America**

Sean D. Quinn

Secretary

Specimen

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

# LUMP SUM 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

**Contributing Payments**
Contributing Payments means any benefits paid under the Policy up to Age 60 for:

- Total Disability; and
- Residual Disability; and
- Partial Disability.

**Lump Sum Benefit Amount**
The Lump Sum Benefit Amount is the amount We will pay under this rider.

**Non-contributing Payments**
Non-contributing Payments means any benefits paid under:

- Occupational Rehabilitation Benefit; or
- Modification and Access Benefit; or
- Severe Disability Benefit Rider; or
- Enhanced Catastrophic Disability Benefit Rider; or
- Student Loan Protection Rider; or
- Supplemental Benefit Term Rider.

**Qualifying Amount**
The Qualifying Amount is shown in the Schedule Page.

## PROVISIONS RELATING TO THE LUMP SUM DISABILITY BENEFIT

**Lump Sum Disability Benefit**
We will pay the Lump Sum Benefit Amount as follows:

- the Policy and this rider must be in force at Age 60.
- the sum of Contributing Payments must be equal to or greater than the Qualifying Amount.
- at Age 60, We will pay the Lump Sum Benefit Amount in a single payment to the Loss Payee.

The Lump Sum Benefit Amount is equal to the sum of Contributing Payments multiplied by 35%. Non-contributing Payments will not be considered toward the Qualifying Amount or the calculation of the Lump Sum Benefit Amount.

If the sum of Contributing Payments is not at least equal to the Qualifying Amount, no Lump Sum Benefit Amount will be paid.

**Premium**
The premium for this rider is shown in the Schedule Page.

Specimen

## TERMINATION

**Termination of Lump Sum Disability Benefit Rider**
This rider terminates when the first of the following occurs:

- the Lump Sum Benefit Amount has been paid; or
- You attain Age 60; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

**Berkshire Life Insurance Company of America**



Secretary

Specimen

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

# RETIREMENT PROTECTION PLUS (RPP) DISABILITY BENEFIT RIDER

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

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

## DEFINITIONS

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

**RPP Elimination Period**
RPP Elimination Period is the number of days You must be Totally Disabled and not Gainfully Employed before benefits begin to accrue and starts on the first day that You are Totally Disabled and not Gainfully Employed. The days within this period need not be consecutive, but they must occur within the RPP Accumulation Period. Benefits will not accrue or be payable during the RPP Elimination Period. The RPP Elimination Period is shown in the Schedule Page.

**RPP Expiration Date**
RPP Expiration Date means the date on which this rider expires, if it has not previously terminated. The RPP Expiration Date is shown in the Schedule Page.

**RPP Benefit Period**
RPP Benefit Period is the longest period of time for which We will pay an RPP Monthly Benefit. RPP Benefit Period is shown in the Schedule Page.

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

**Trust**
Trust means the irrevocable trust account established by the Policyowner, based on the agreement between the Policyowner and Trustee, into which the RPP Monthly Benefit will be paid. We are not a party to the Trust.

**Trustee**
The Trustee is responsible for the administration of the Trust.

## PROVISIONS RELATING TO THE RPP BENEFIT

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

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

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

Specimen

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

**Premium and Renewal**
The premium for this rider is shown in the Schedule Page. This rider may not be renewed after the RPP Expiration Date.

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

## TERMINATION

**Termination of the RPP Benefit**
The RPP Monthly Benefit will no longer be payable when the first of the following occurs:

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

**Termination of Retirement Protection Plus (RPP) Disability Benefit Rider**
This rider terminates when the first of the following occurs:

- the RPP Expiration Date; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

**Berkshire Life Insurance Company of America**



Secretary

Specimen

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

# STUDENT LOAN PROTECTION 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

**Reimbursable Student Loan Expense**
Reimbursable Student Loan Expense means the monthly amount You incur and pay for a claimed month as a result of a Student Loan Obligation.

**Student Loan Obligation**
Student Loan Obligation means a legally binding loan agreement(s) that:

- includes the terms of Your financial obligation and establishes Your personal responsibility for loan repayment over a fixed period of time; and
- is signed by You as a borrower; and
- is established solely for the purpose of paying education-related expenses while You attend a degree-granting institution; and
- is secured from a chartered bank, lending institution and/or government program, or their lawful successor(s) or assigns; and
- is not commingled with obligations that are separate and distinct from Your obligation to pay education-related expenses.

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

**Student Loan Protection Elimination Period**
The Student Loan Protection Elimination Period is the number of days You must be Totally Disabled before benefits begin to accrue and starts on the first day that You are Totally Disabled. The days within this period need not be consecutive, but they must occur within the Student Loan Protection Accumulation Period. Benefits will not accrue or be payable during the Student Loan Protection Elimination Period. It is shown in the Schedule Page.

**Student Loan Protection Maximum Monthly Benefit**
Student Loan Protection Maximum Monthly Benefit is the maximum amount of monthly benefit We will pay under this rider. It is shown in the Schedule Page.

**Student Loan Protection Monthly Benefit**
Student Loan Protection Monthly Benefit is equal to the Reimbursable Student Loan Expense, not to exceed the Student Loan Protection Maximum Monthly Benefit.

**Student Loan Protection Termination Date**
Student Loan Protection Termination Date is the date on which coverage under this rider terminates, if it has not already terminated. It is shown in the Schedule Page.

Specimen

## PROVISIONS RELATING TO STUDENT LOAN PROTECTION MONTHLY BENEFIT

While You are Totally Disabled, We will pay the Student Loan Protection Monthly Benefit if each of the following conditions is satisfied:

- You become Totally Disabled while this rider is in force; and
- You are personally responsible for and are making payments pursuant to the terms of a Student Loan Obligation; and
- You satisfy the Student Loan Protection Elimination Period; and
- You provide all required proof of loss.

The Student Loan Protection Monthly Benefit will no longer be payable when You are no longer Totally Disabled. Benefits will not be paid for Reimbursable Student Loan Expenses incurred after this rider terminates.

We will not increase the Student Loan Protection Monthly Benefit if You are Totally Disabled from more than one cause at a time.

**Proof of Loss**
Proof of loss is amended to also include proof pertaining to Your Student Loan Obligation and the Reimbursable Student Loan Expense.

**Student Loan Protection Monthly Benefit Assignment**
The Policyowner may assign the Student Loan Protection Monthly Benefit separately from other benefits under the Policy. We will not be bound by an assignment of any benefits payable under this rider for any claim unless We receive a written assignment on a form provided by Us before We pay the benefits claimed.

We will not be responsible for the validity or tax consequences of any assignment.

**Premium and Renewal**
The premium for this rider is shown in the Schedule Page. This rider will expire on the Student Loan Protection Termination Date or, if earlier, when You no longer have a Student Loan Obligation, and no further premium will be due for it.

If, prior to the Student Loan Protection Termination Date, You no longer have a Student Loan Obligation, We will refund any premium paid for this rider as of the date the Student Loan Obligation ended. We must receive proof at Our home office that the Student Loan Obligation has ended. However, in no case will We refund more than 12 months of premium paid for this rider.

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

## TERMINATION

**Termination of the Student Loan Protection Monthly Benefit**
The Student Loan Protection Monthly Benefit will no longer be payable when the first of the following occurs:

- You are no longer Totally Disabled; or
- this rider terminates.

**Termination of Student Loan Protection Rider**
This rider terminates when the first of the following occurs:

- the Student Loan Protection Termination Date; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- You no longer have a Student Loan Obligation; or
- the Policy terminates.

**Berkshire Life Insurance Company of America**

Sean D. Quinn

Secretary

Specimen

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

# SUPPLEMENTAL BENEFIT TERM 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

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

**Supplemental Benefit Elimination Period**
Supplemental Benefit Elimination Period is the number of days You must be Totally Disabled before benefits begin to accrue and starts on the first day that You are Totally Disabled. The days within this period need not be consecutive, but they must occur within the Supplemental Benefit Accumulation Period. Benefits will not accrue or be payable during the Supplemental Benefit Elimination Period. The Supplemental Benefit Elimination Period is shown in the Schedule Page.

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

**Supplemental Benefit Termination Date**
Supplemental Benefit Termination Date means the date on which coverage under this rider terminates, if it has not already terminated. It is shown in the Schedule Page.

## PROVISIONS RELATING TO SUPPLEMENTAL MONTHLY BENEFIT

While You are Totally Disabled, We will pay the Supplemental Monthly Benefit as follows:

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

We will not increase the Supplemental Monthly Benefit if You are Totally Disabled from more than one cause at a time.

**Supplemental Monthly Benefit Assignment**
The Policyowner may assign the Supplemental Monthly Benefit separately from other benefits under the Policy. We will not be bound by an assignment of any benefits payable under this rider for any claim unless We receive a written assignment on a form provided by Us before We pay the benefits claimed.

We will not be responsible for the validity or tax consequences of any assignment.

**Premium**
The premium for this rider is shown in the Schedule Page. This rider will expire on the Supplemental Benefit Termination Date and no further premium will be due for it.

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.

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## TERMINATION

**Termination of the Supplemental Monthly Benefit**
The Supplemental Monthly Benefit will no longer be payable when the first of the following occurs:

- You are no longer Totally Disabled; or
- this rider terminates.

**Termination of Supplemental Benefit Term Rider**
This rider terminates when the first of the following occurs:

- the Supplemental Benefit Termination Date; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

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# 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.

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

## DEFINITIONS

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

## BENEFIT PROVISIONS

**Unemployment Waiver of Premium Benefit**
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 state or federal unemployment compensation.
- You must provide proof that You have been receiving such unemployment compensation for at least 60 consecutive days.

If You are eligible for the Unemployment Waiver of Premium Benefit, We will:

- refund that portion of any premium paid that applies to the Unemployment Period; and
- then waive any later premium that is due during the Unemployment Period, even if You return to Gainful Employment**.**

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

When the Unemployment Period ends, We will require the pro rata portion of the premium for the remainder of the current Premium Term to be paid, and all premiums that become 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.

**Suspension During Unemployment**
The Policy may not be suspended for unemployment while this rider is in force.

**Premium**
The premium for this rider is shown in the Schedule Page.

Specimen

## TERMINATION

**Termination of Unemployment Waiver of Premium Rider**
This rider terminates when the first of the following occurs:

- You attain Age 60; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

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# 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 workers' 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 Benefit**
Monthly Benefit is the Monthly Benefit shown in the Schedule Page plus the Social Insurance Substitute Benefit, if any.

**Social Insurance Substitute Benefit**
The Social Insurance Substitute Benefit is the additional benefit provided by this rider.

**Social Insurance Substitute Maximum Monthly Benefit**
The Social Insurance Substitute Maximum Monthly Benefit is shown in the Schedule Page.

## PROVISIONS RELATING TO THE SOCIAL INSURANCE SUBSTITUTE BENEFIT

The Social Insurance Substitute Benefit is determined as follows:

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

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

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

If any payment of Legislated Benefits includes a lump sum payment, We must immediately be notified of such payment. The lump sum payment will be prorated on a monthly basis over the time period for which the payment was intended. If the time period to which the lump sum payment applies is not specified, We will make a reasonable determination as to the time period for which the payment may have been intended.

We will not increase the Social Insurance Substitute Benefit because You are Disabled from more than one cause at the same time.

Specimen

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

- You have applied in a proper and timely manner for any Legislated Benefits for which You may be eligible; and
- Your claim for Legislated Benefits has been approved, denied, or is still pending; and
- if denied, You are pursuing 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 such written proof, We will deem the Social Insurance Substitute Benefit to be zero.

If, after completing the appeals process, You are still denied Legislated Benefits, We can require You to reapply for Legislated Benefits as often as We may reasonably require.

**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 Benefit, 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. This rider may not be renewed after the Expiration Date of the Policy.

## TERMINATION

**Termination of the Social Insurance Substitute Benefit**
The Social Insurance Substitute Benefit ends when the first of the following occurs:

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

**Termination of Social Insurance Substitute Rider**
This rider terminates when the first of the following occurs:

- the Expiration Date of the Policy or the end of the Benefit Period, whichever is later; or
- the premium for this rider remains unpaid for more than 31 days; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

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# SERIOUS ILLNESS SUPPLEMENTAL BENEFIT 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 hereby amended by adding the following:

**Serious Illness Supplemental Benefit**
We will pay a Serious Illness Supplemental Benefit in addition to the Monthly Benefit when You are Totally Disabled solely due to Cancer, Stroke and/or Heart Attack. The Serious Illness Supplemental Benefit is equal to 50% of the Monthly Benefit. It is paid for a maximum of 12 months during the life of the Policy and is only payable while the Monthly Benefit is payable.

The Serious Illness Supplemental Benefit is in addition to any other benefit provided by the Policy or any attached riders. In no event will We pay more than 50% of the Monthly Benefit for the Serious Illness Supplemental Benefit, even if You are Totally Disabled from more than one cause at the same time.

***Cancer*** means a disease that is identified by the presence of malignant cells, or a malignant tumor, characterized by uncontrolled and abnormal growth and spread of invasive malignant cells.

***Stroke*** means any cerebrovascular incident due to rupture or acute occlusion of blood flow to the cerebral artery. The Stroke must cause a neurological deficit resulting in complete or partial loss of function involving the motion or sensation of a part of the body and must last more than 24 hours. The Stroke must be positively identified by a Physician based upon documented neurological deficits and must be confirmed by neuroimaging studies. Traumatic Brain Injury caused by external forces will not be considered a Stroke.

***Heart Attack*** means the death or damage of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this must be evidenced by:

- new electrocardiogram changes; and
- elevation of cardiac-specific enzymes or troponins.

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# OCCUPATIONAL REHABILITATION, MODIFICATION AND ACCESS BENEFITS 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 hereby amended by adding the following:

**Occupational Rehabilitation Benefit**
If You are Disabled, You may be eligible for an Occupational Rehabilitation Benefit. We will pay for a program of occupational rehabilitation if:

- You and We agree in advance of beginning the occupational rehabilitation program; and
- the program is a formal plan that will help You return to Gainful Employment in Your Occupation; and
- the program is directed by an organization or individual licensed or accredited to provide occupational rehabilitation or education to persons who are disabled; and
- the program is documented in a signed written agreement.

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

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

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

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

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# SUSPENSION FOR FAMILY MEDICAL LEAVE 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 hereby amended by adding the following:

**Suspension for Family Medical Leave**
A suspension of the Policy for family medical leave may be requested if:

- You take leave from Gainful Employment to care for a Family Member; and
- the leave is taken under the Family Medical Leave Act or a state family leave law or act; and
- the Policy has been in force for at least one year from the Effective Date.

**Family Member**
Family Member means a qualifying family member as defined by the Family Medical Leave Act or as defined by a state family leave law or act.

The suspension of the Policy starts on the date We receive:

- a written request to suspend the Policy; and
- proof that You have taken leave from Gainful Employment to care for a Family Member.

The Policy must be in force and premium must be paid to the date it is suspended. Any premium paid that applies on or after the date it is suspended will be refunded.

While the Policy is suspended:

- We will neither require premium nor pay benefits under the Policy; and
- the Policy will not cover losses that result from Injury or Sickness that occurs or begins while the Policy is suspended; and
- no privileges or options under the Policy or any attached riders may be exercised.

The suspension will end at the earlier of:

- the date We receive a written request to end the suspension of the Policy, subject to proof that You have returned to Gainful Employment; or
- the date Your leave under the Family Medical Leave Act or a state family leave law or act ends; or
- the date You die.

When the suspension of the Policy ends, We will require pro rata premium to place the Policy back in force. The Grace Period does not apply. The Policy will terminate if the premium for the Policy remains unpaid for more than 90 days after the suspension ends.

If the Policy is placed back in force following a suspension:

- premium will be at the same rate that it would have been had the Policy not been suspended.
- the Policy will cover only losses that result from Injury that occurs, or Sickness that first manifests itself, on or after the date the Policy is placed back in force.

In all other respects, the Policyowner and We will have the same rights under the Policy as before it was suspended.

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If the Policy has been suspended by reason of family medical leave, the Policy may not be suspended by reason of family medical leave again until 48 months have elapsed from the end of the last suspension by reason of family medical leave.

If the Expiration Date occurs while the Policy is suspended, the Policy will terminate.

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# GENDER AFFIRMATION PROCEDURES 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 hereby amended by adding the following:

**Gender Affirmation Procedures**
When determining if You are Disabled, any Injury or Sickness caused by Gender Affirmation Procedures will be treated no differently than any other Injury or Sickness.

Gender Affirmation Procedures means medical procedures to help transition You to Your self-identified gender.

Your Coverage and premiums will not change as a result of Gender Affirmation Procedures.

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# WAIVER OF ELIMINATION PERIOD FOR ACT OF VIOLENCE 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 hereby amended by adding the following:

**Waiver of Elimination Period for Act of Violence**
If you become Disabled as the result of an Act of Violence, We will waive the unexpired portion of the Elimination Period and benefits will start to accrue from the date of Your Disability.

Act of Violence means an intentional violent act committed by another person, against you, that involves force resulting in Your Injury or Sickness.

The Act of Violence must occur on or after the Effective Date of the policy.

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