

Policy Specimen

DISABILITY BUY-OUT INSURANCE

UNDERWRITTEN AND ISSUED BY
BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA

To help you clearly understand all of the features and benefits of our Disability Buy-Out Insurance Policy, we have created this annotated specimen.

This specific specimen is for Disability Buy-Out Policy Form 3200. Policy Form 3200 may vary from one state to another as a result of certain state laws or regulations. In the following pages, we have annotated the generic version of this policy which is used in most states. If the Disability Buy-Out Insurance product is issued, Berkshire's obligations will be determined by the state of issue's version of the policy form.

This is neither a contract nor an offer to contract, nor an application for disability insurance. The only statements that may be construed as binding Berkshire are the provisions as stated in a policy that is actually issued.



GUARDIAN[®]

Contents of this Annotated Specimen

Base Policy

Policy Cover Page	1
Policy Schedule Pages.....	2
Policy Definitions	6
Business	6
Buy-Sell Agreement.....	6
Elimination Period.....	6
Maximum Aggregate Benefit.....	7
Maximum Lump Sum Benefit.....	7
Maximum Monthly Installment Benefit	7
Total Disability.....	8
Your Occupation.....	8
Disability Buy-Out Benefit	9
Lump Sum Funding Method.....	9
Monthly Installment Funding Method	9
Down Payment Funding Method.....	10
Waiver of Premium Benefit.....	11
Occupational Rehabilitation, Modification & Access Benefits.....	11
Assignment and Change of Ownership.....	11
Transfer of Coverage Option	11
Conversion Option	12
Suspension for Active Military Service.....	13
Exclusions and Limitations.....	13
Provisions Relating to Claims	14
Provisions Relating to Premium and Renewal	15
General Contract Provisions.....	16

Optional Riders & Endorsements

Business Valuation Endorsement for Professionals.....	18
Business Valuation Endorsement for Other Business Types.....	19
Future Increase Option Rider	20
Additional Benefit Rider.....	22

Policy Cover Page – Policy Form 3200

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

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

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

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

Secretary
Berkshire Life Insurance Company
of America

President
Berkshire Life Insurance Company
of America

Disability Buy-Out Insurance Policy

Non-Participating

When used in the Policy, the words You and Your mean the person insured,
who is named in the Schedule Page. The words We, Us, Our, and
Berkshire Life mean Berkshire Life Insurance Company of America.

RENEWAL CONDITIONS

The Policy is renewable by the timely payment of premiums until the first of the following events
or occurrences at which time the Policy will automatically terminate.

- The Policyowner, if an individual, no longer has an Ownership Interest in the Business;
- You no longer have an Ownership Interest in the Business;
- You are no longer Gainfully Employed Full Time by the Business for any reason other than Total Disability;
- You have actual and/or Constructive Ownership of more than 90% of the Business;
- You have an actual Ownership Interest of less than 5% of the Business;
- The Maximum Aggregate Benefit has been paid; or
- The first Policy Anniversary after Your 65th birthday.

As long as the Policy remains in force, We cannot change any provision, add any restriction, or increase
the premiums above those shown in the Schedule Page without the Policyowner's consent.

NOTICE OF TEN-DAY RIGHT TO EXAMINE POLICY

Please read the Policy carefully. It is a legal contract between the Policyowner and Us. The Policyowner
may return the Policy to Us within ten days after it is received, by delivering or mailing it to Our Home
Office or to the representative through whom the Policyowner bought it. When We receive the Policy,
it will be deemed void from the beginning. Any premium paid on it will be refunded.

3200 (01/10)

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



The benefits of this policy fund a buy-sell agreement to assist in the purchase of a disabled owner's share of the business.

Premiums for this insurance are guaranteed and we cannot make changes to the policy while it is in force.

Coverage will continue to be renewable until the first of the events outlined in this provision occurs.

Schedule of Coverage – Policy Form 3200

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

The Class of Risk will be determined during the underwriting process. A Preferred Class of Risk qualifies for the lowest available premium rates. Other Classes of Risk are Select and Standard.

Occupation Classes are 6 through 3 and 6M through 3M. "M" classes are for health care professionals.

Three funding methods are available: Lump Sum, Monthly Installment and Down Payment funding methods.

The Down Payment Funding Method is a combination of Lump Sum and Monthly Installment funding methods.

In addition to 12 months, the Monthly Installment Period may also be 24, 36, 48 or 60 months.

A permanent 10% Multi-Client Discount is available when 3 or more business owners are issued coverage for the same buy-sell agreement.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured:	John Doe	Policy Number:	Z1234567
Policyowner:	Acme, Inc.	Policy Date:	October 10, 2010
Business:	Acme, Inc.		

Policy Specifications for the Insured

Class of Risk:	Preferred	Gender:	Male
Occupation Class:	3M	Issue Age:	35

Policy Coverage and Premium Summary

Elimination Period:	360 Days		
Accumulation Period:	540 Days		
Premium Term:	Monthly		

	Maximum Aggregate Benefit	Annual Premium
Base Policy – Maximum Aggregate Benefit	\$370,000	\$2,000.00
Funding Method:	Down Payment	
Monthly Installment Period:	12 Months	
Maximum Monthly Installment Benefit:	\$10,000	
Maximum Lump Sum Benefit:	\$250,000	
Additional Benefit Rider – Maximum Aggregate Benefit	\$170,000	\$1,000.00
Maximum Monthly Installment Benefit:	\$10,000	
Maximum Lump Sum Benefit:	\$50,000	
Future Increase Option Rider		
Lump Sum	Option Amount: \$100,000	
Monthly Installment	Option Amount: \$20,000	
Each Option Amount will be offered annually for the next 30 years subject to the terms of the Future Increase Option Rider.		
		\$100.00
Total:	\$540,000	\$3,100.00
Annual Policy Fee:		\$30.00
10% Multi-Client Discount		\$313.00
Total Annual Premium (Premiums remain level to Age 65):		\$2,817.00

3200 (01/10) This Schedule Page replaces any previously issued Schedule Page. Schedule Page Date: October 10, 2010

Coverage is available to issue ages 18 through 60 – determined as of your age on your last birthday.

540 and 720-day elimination periods are also available.

If a 540 day elimination period is selected, then the accumulation period will be 720 days.

If a 720 day elimination period is selected, then the accumulation period will be 900 days.

The elimination period must be satisfied during the accumulation period.

Refer to each of these riders for more information.

Application for Insurance

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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1b

Insured: John Doe Policy Number: Z1234567
Policyowner: Acme, Inc. Policy Date: October 10, 2010
Business: Acme, Inc.

About The Premium

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

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

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

For a Semiannual Premium Term:

The Policyowner will pay **\$1,450.76** every 6 months. This means the Policyowner is paying an additional **\$84.51** or **3.00%** per year, or a total annualized premium of **\$2,901.51**.

For a Quarterly Premium Term:

The Policyowner will pay **\$739.46** every 3 months. This means the Policyowner is paying an additional **\$140.85** or **5.00%** per year, or a total annualized premium of **\$2,957.85**.

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

The Policyowner will pay **\$241.79** every month. This means the Policyowner is paying an additional **\$84.50** or **3.00%** per year, or a total annualized premium of **\$2,901.50**.

For a Monthly Premium Term utilizing Guard-O-Matic / Monthly Electronic Funds Transfer (EFT):

The Policyowner will pay **\$234.75** every month. There is no additional charge for paying premiums on a monthly basis versus paying them on an annual basis.

The additional charge, if any, that is added for paying in installments more frequent than payment on an annual basis will remain the same until Age 65.

Premiums may be paid annually, semiannually, quarterly or monthly.

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

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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1c

Insured: **John Doe** Policy Number: **Z1234567**
 Policyowner: **Acme, Inc.** Policy Date: **October 10, 2010**
 Business: **Acme, Inc.**

Additional Benefit Rider Coverage Summary

Issue Age	Maximum Lump Sum Benefit	Maximum Monthly Installment Benefit	Maximum Aggregate Benefit	Annual Premium
35	\$50,000	\$10,000	\$170,000	\$1,000.00
Total	\$50,000	\$10,000	\$170,000	\$1,000.00

About The Maximum Aggregate Benefit

The Maximum Aggregate Benefit remains level until Age 61 at which point it decreases annually by 20% of its original amount as provided below:

If Total Disability begins	the Maximum Lump Sum Benefit is	the Maximum Monthly Installment Benefit is	the Total Maximum Aggregate Benefit is
prior to Age 61	\$300,000	\$20,000	\$540,000
at or after Age 61, but before Age 62	\$240,000	\$16,000	\$432,000
at or after Age 62, but before Age 63	\$180,000	\$12,000	\$324,000
at or after Age 63, but before Age 64	\$120,000	\$8,000	\$216,000
at or after Age 64, but before Age 65	\$60,000	\$4,000	\$108,000
at or after Age 65	\$0	\$0	\$0

Licensed Resident Agent's Countersignature

3200 (01/10) This Schedule Page replaces any previously issued Schedule Page. Schedule Page Date: October 10, 2010

This shows coverage which may be added to the policy if you purchase a Future Increase Option Rider. Please see page 20 for important details concerning that rider.

After age 61, the maximum aggregate benefit decreases annually by 20% of its original amount – a schedule of coverage reflecting these reductions is provided in this section.

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

TABLE OF CONTENTS

Right to Examine the Policy	front cover
Schedule Pages	
Definitions	3
Provisions Relating to Benefits	
Disability Buy-Out Benefit	6
Lump Sum Funding Method	6
Monthly Installment Funding Method	6
Down Payment Funding Method	7
Medical Care Requirement	7
Concurrent Total Disability	7
Waiver of Premium Benefit	8
Occupational Rehabilitation, Modification and Access Provisions	8
Transfer and Exchange Provisions	
Assignment and Change of Ownership	8
Transfer of Coverage Option	8
Conversion Option	9
Suspension for Active Military Service	10
Exclusions and Limitations	10
Provisions Relating to Claims	
Notice of Claim	11
Proof of Loss	11
Payment of Claims	11
Examinations	11
Provisions Relating to Premium and Reinstatement	
Grace Period	12
Reinstatement	12
General Contract Provisions	
Entire Contract; Changes	13
Incontestable	13
Termination of the Policy	13

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

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

Policy Definitions – Policy Form 3200

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

Throughout this policy, defined terms are capitalized.

DEFINITIONS

Whenever they are used in the Policy, the following defined terms are capitalized. Please read them carefully as they will help You understand the Policy provisions.

Accumulation Period

The Accumulation Period is shown in the Schedule Page. It is a period of consecutive days that begins on the first day that You are Totally 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.

Business

Business means the entity that is named as such in the Schedule Page. Business will also include any successor entity if: (1) You continue Your employment and ownership in the successor entity, and (2) We are given written evidence of such employment and ownership at our Home Office. We may require that the policy be sent to Us at the Home Office for endorsement to show the change.

Buy-Sell Agreement

Buy-Sell Agreement means a written agreement in effect no later than one year after the Policy Date and that requires the Policyowner to purchase Your Ownership Interest in the Business in the event of Your Total Disability, or any subsequent revision of the agreement. We are not a party to the Buy-Sell Agreement.

Class of Risk

The Class of Risk is shown in the Schedule Page.

Closing Date

Closing Date means the date the Policyowner makes the first payment for the purchase of Your Ownership Interest in the Business pursuant to the Buy-Sell Agreement.

Constructive Ownership

Constructive Ownership means ownership of an interest in the Business by Your spouse or domestic partner; or by an estate or a trust for the benefit of You, Your spouse or domestic partner.

Conversion Policy

Conversion Policy means the individual disability income insurance policy issued pursuant to the Conversion Option provision.

Coverage

Coverage means the benefits available under the Policy.

Effective Date

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

Elimination Period

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

Family

Family means a spouse or domestic partner, brother, sister, parent, child, grandparent, aunt, uncle, cousin, niece or nephew. This includes the Family of the person's spouse or domestic partner.

The days on which you are totally disabled need not be consecutive nor result from the same cause in order to satisfy the elimination period.

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

There is a reduction in coverage after age 61.

Full Time

Full Time means at least 30 hours each week.

Funding Method

The Funding Method is shown in the Schedule Page. It is the method by which benefits will be paid. The Funding Method is selected by the Policyowner at the time of application for the Policy.

Gainfully Employed or Gainful Employment

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

Injury

Injury means an accidental bodily injury that first occurs on or after the Effective Date and while the Policy is in force.

Issue Age

Issue Age is shown in the Schedule Page.

● **Maximum Aggregate Benefit**

Maximum Aggregate Benefit is shown in the Schedule Page. It is the maximum amount We may pay under the Policy. The Maximum Aggregate Benefit remains level until Age 61, at which point it decreases annually by 20% of its original amount.

● **Maximum Lump Sum Benefit**

The Maximum Lump Sum Benefit is shown in the Schedule Page when the Down Payment Funding Method is elected. The Maximum Lump Sum Benefit remains level until Age 61, at which point it decreases annually by 20% of its original amount.

● **Maximum Monthly Installment Benefit**

The Maximum Monthly Installment Benefit is shown in the Schedule Page. The Maximum Monthly Installment Benefit remains level until Age 61, at which point it decreases annually by 20% of its original amount.

Monthly Installment Period

The Monthly Installment Period is the length of time, measured in months, for which a monthly benefit is to be paid.

Monthly Purchase Amount

Monthly Purchase Amount means the total amount the Policyowner has paid to You, or Your legal representative, during the prior month, to purchase Your Ownership Interest in the Business.

Occupation Class

The Occupation Class is shown in the Schedule Page.

Ownership Interest

Ownership Interest means any interest in the Business to which an individual is legally or equitably entitled.

Physician

Physician means a person who is licensed by law in the state in which he or she practices as a Medical Doctor or Doctor of Osteopathy, and is acting within the scope of that license to treat Injury or Sickness that results in a Total Disability. If Your Total Disability is due to a mental or substance-related disorder, the Physician must be a licensed psychiatrist or licensed doctoral-level psychologist.

A Physician cannot be You, a member of Your Family or household, Your business or professional partner or employer or any person who has a financial affiliation or business interest with You. A Physician cannot be the Policyowner, a member of the Policyowner's Family or household, business or professional partner or any person who has a financial affiliation or business interest with the Policyowner.

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

Policy

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

Policy Anniversary

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

Policy Date

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

Policyowner

The Policyowner is the person or entity shown as such in the Schedule Page unless later changed as provided for in the Policy.

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 Your premium payments.

Prior Buy-Out Coverage

Prior Buy-Out Coverage means the total amount of benefits which have been paid or are eligible to be received under all other policies issued by any insurer prior to the Effective Date of the Policy for the same kind of loss that is covered by the Policy.

Purchase Amount

Purchase Amount means the total amount the Policyowner has paid to You, or Your legal representative, to purchase Your Ownership Interest in the Business.

Sickness

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

Suspension Period

Suspension Period means a period of time during which the Policy is not in force. We will neither require premiums nor pay benefits under the Policy during a Suspension Period. The Policy will not cover losses that result from Injury or Sickness that occurs or begins during a Suspension Period. The Policy will cover only losses that result from Injury that occurs after the end of a Suspension Period or Sickness that first manifests itself more than ten days after the end of a Suspension Period. No privileges or options under the Policy or any attached riders may be exercised during a Suspension Period.

Termination Date

Termination Date means the date on which the Policy terminates.

● **Total Disability or Totally Disabled**

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 by the Business.

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 Totally Disabled.

3200 (01/10)

Page 5

This is an “own occupation” definition of total disability. The insured will not be considered totally disabled if at work in any capacity for the business.

Policy Benefit Provisions – Policy Form 3200

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

Certain conditions must be satisfied in order for benefits to be paid.

Policies with a lump sum funding method also have the option to be paid out over a period of time, not to exceed ten years.

We, Us, Our, and Berkshire Life

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

You and Your

When used in the Policy, the words You and Your mean the person insured, who is named in the Schedule Page.

PROVISIONS RELATING TO BENEFITS

Disability Buy-Out Benefit

We will pay a benefit for Total Disability if each of the following conditions is met:

- You become Totally Disabled while the Policy is in force;
- You were Gainfully Employed Full Time by the Business when the Total Disability began;
- You provide Proof of Loss, to include proof that the Buy-Sell Agreement is in effect;
- You comply with the Medical Care Requirement;
- You satisfy the Elimination Period;
- You remain Totally Disabled until the Closing Date; and
- the Policyowner is making payments to purchase Your Ownership Interest in the Business pursuant to the Buy-Sell Agreement.

Benefit payments under the Policy will be made according to the Funding Method.

If We pay less than the Maximum Aggregate Benefit, We will refund that portion of the premium paid in the 12 months prior to the date on which You became Totally Disabled attributable to the unpaid portion of the Maximum Aggregate Benefit. This refund will be made after We have paid all eligible benefits.

Lump Sum Funding Method

If the Lump Sum Funding Method is elected, the benefit will become payable to the Policyowner after the end of the Elimination Period, or the Closing Date, if later. The benefit payable will be the least of:

- the Purchase Amount;
- the Maximum Aggregate Benefit; or
- the Business Valuation Amount less the Prior Buy-Out Coverage.

In lieu of this payment, the Policyowner may request that the benefit be paid in equal, guaranteed installments over a period not exceeding ten years. The Policyowner and We must agree in writing to: (a) the method of payment; (b) the frequency of payment; and (c) the period over which payments will be made. If the Policyowner and We agree to a payment method, payment by Us will also be made on a reimbursement basis.

Monthly Installment Funding Method

If the Monthly Installment Funding Method is elected, the benefits will become payable to the Policyowner after the end of the Elimination Period, or the Closing Date, if later. The monthly benefit payable will be the least of:

- the Monthly Purchase Amount;
- the Maximum Monthly Installment Benefit; or
- an amount equal to $(A \div B)$, where:

A is the Business Valuation Amount less the Prior Buy-Out Coverage, and
B is the number of months in the Monthly Installment Period.

After monthly benefits begin, even if You are no longer Totally Disabled, We will continue to pay benefits until the first of the following occurs:

- the Policyowner is no longer making payments to purchase Your Ownership Interest in the Business;
- two monthly benefits have been paid following the date of Your death; or

3200 (01/10)

Page 6

Once monthly benefits begin, they will continue to be payable even if the insured recovers, until one of these events occurs.

Two monthly benefits will be paid in the event of the death of the insured.

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

- the Monthly Installment Period ends.

Down Payment Funding Method

If the Down Payment Funding Method is elected, the benefits will become payable to the Policyowner after the end of the Elimination Period, or the Closing Date, if later.

We will first pay the Policyowner the least of:

- the actual down payment amount paid to You by the Policyowner;
- the Maximum Lump Sum Benefit; or
- the Business Valuation Amount less the Prior Buy-Out Coverage.

Thereafter, the monthly benefit payable will be the least of:

- the Monthly Purchase Amount;
- the Maximum Monthly Installment Benefit; or
- an amount equal to $(A - B) \div C$, where:
 - A is the Business Valuation Amount less the Prior Buy-Out Coverage
 - B is the total amount of benefit already paid by Us, and
 - C is the number of months in the Monthly Installment Period.

After monthly benefits begin, even if You are no longer Totally Disabled, We will continue to pay benefits until the first of the following occurs:

- the Policyowner is no longer making payments to purchase Your Ownership Interest in the Business;
- two monthly benefits have been paid following the date of Your death; or
- the Monthly Installment Period ends.

Medical Care Requirement

We will require that You are under the medical care of a Physician during any period of Total Disability prior to the time when benefits become payable. The medical care must be provided by a Physician whose specialty is appropriate for Your Injury or Sickness. The medical care must be appropriate, according to prevailing medical standards, for the condition causing the Total Disability.

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

Transplant and Cosmetic Surgery

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

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

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

Concurrent Total Disability

If a Total Disability is caused by more than one Injury or Sickness or from a combination thereof, it is a concurrent Total Disability. We will pay benefits for a concurrent Total Disability as if there were only one Injury or Sickness.

In no event will You be considered to have more than one Total Disability at the same time.

Like the Monthly Installment Funding Method, once monthly benefits begin, they will continue to be payable even if the insured recovers, until the first of these three events occurs.

Two monthly benefits will be paid in the event of the death of the insured.

Benefits to Help You Return to Work & Transfer and Conversion Options – Policy Form 3200

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

During the elimination period, these additional benefits can help you to return to gainful employment in your occupation.

Any amounts we provide under these benefits are in addition to any other benefit available under the policy.

Waiver of Premium Benefit

If You are Totally Disabled for the length of the Elimination Period due to Injury or Sickness not excluded from Coverage, We will refund the portion of any premium paid which applies to the period of Total Disability beyond the date that You were first Totally Disabled in the same claim. We will then waive any later premiums that are due while You are receiving benefits for the Total Disability.

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

OCCUPATIONAL REHABILITATION, MODIFICATION AND ACCESS PROVISIONS

Occupational Rehabilitation Benefit

If You are Totally Disabled and the Elimination Period has not been satisfied, You may be eligible for an Occupational Rehabilitation Benefit. If We agree in advance on a program of occupational rehabilitation, We will pay for the program as set forth in a signed written agreement. The program of occupational rehabilitation must be a formal plan that will help You to return to Gainful Employment in Your Occupation. The program must be directed by an organization or individual licensed or accredited to provide occupational rehabilitation or education to persons who are disabled.

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

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

Participating in a program of occupational rehabilitation will not in itself be considered a recovery from the Injury or Sickness that resulted in Your Total Disability.

Modification and Access Benefit

If You are Totally Disabled and the Elimination Period has not been satisfied, You may be eligible for the Modification and Access Benefit. If a modification is determined by Us to be appropriate and reasonable to enable You to perform Your material and substantial duties, We will reimburse the cost that is incurred for such modification upon written proof acceptable to Us as set forth in a signed written agreement. The purpose of any such modification must be to help You to return to Gainful Employment in Your Occupation.

TRANSFER AND EXCHANGE PROVISIONS

Assignment and Change of Ownership

The Policyowner may be changed. We do not limit the number of changes that may be made. To make a change, a written request on a form provided by Us for this purpose must be received at Our Home Office.

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

Transfer of Coverage Option

After two years from the Effective Date, if the Policy terminates due to You not being Gainfully Employed in the Business, You may be insurable under a similar policy with a new owner without submitting medical evidence of Your insurability, provided that the following conditions are met:

- You are not and have never been Totally Disabled under the Policy;
- You are not older than Age 60;
- You are Gainfully Employed Full Time in a different business in which You are an owner;
- Your actual and/or constructive ownership interest in that business is not more than 90% and Your actual ownership interest in that business is not less than 5%;
- this type of policy is available for issue in the state where the new policy is applied for;
- a written application for the new policy is received by Us within 90 days after the Policy terminates; and

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

- You meet all of Our underwriting requirements, other than those related to Your health, then in effect for new applicants for this type of coverage to be eligible for a new policy pursuant to this provision.

If You meet each of these conditions, the new policy will be issued subject to the following terms:

- the elimination period cannot be shorter than the Elimination Period for the Policy;
- the maximum benefit amount cannot be greater than the Maximum Aggregate Benefit of the Policy;
- the funding method must be the same as the Funding Method of the Policy;
- the premium for the new policy will be at Our rates then in effect for persons of Your age, class of risk, gender, occupation, funding method, elimination period and based on the amount of coverage issued under the new policy;
- any special class rating that is applicable to the Policy will also apply to the new policy; and
- any loss We have excluded by name or specific description that is applicable to the Policy will also apply to the new policy.

The effective date of the new policy will be the date We approve the written request to transfer coverage and the initial premium is received at Our Home Office.

Conversion Option

At any time before Your Age 55, You may apply to convert the Policy to an individual disability income insurance policy that We then make available for such use if all of the following conditions are met:

- the Policy has been in force for at least two years;
- We receive a written request to terminate this Disability Buy-out Insurance Policy from the Policyowner;
- We receive a written application for conversion signed by You within 90 days of the request for Policy termination;
- You are Gainfully Employed Full Time for at least ten months each year;
- You are not currently disabled, and have never been Totally Disabled under the Policy; and
- We receive all of the information necessary to determine Your eligibility for insurance under the Conversion Policy.

If You have other Disability Buy-Out insurance with Us that provides a similar conversion option, We will only provide an aggregate monthly indemnity of up to \$3,000 from all such options.

You will be the owner of the Conversion Policy. The Conversion Policy will:

- provide a monthly indemnity that cannot exceed \$3,000;
- have an elimination period of at least 90 days;
- have a two-year benefit period; and
- have no optional benefit riders.

The effective date of the Conversion Policy will be the date that We approve Your written application to convert the Policy and the initial premium is received at Our Home Office. The premium for the Conversion Policy will be at Our rates then in effect for persons of Your age, class of risk, gender and occupation class. Any special class rating that applies to the Policy will also apply to the Conversion Policy.

The Conversion Policy will only cover losses that result from Injury that occurs after the effective date of the Conversion Policy or Sickness that first manifests itself more than ten days after such date. Conditions that are limited or excluded by name or specific description under the terms of the Policy will be similarly limited or excluded under the Conversion Policy.

The Policy, and all riders and benefits provided by the Policy, will terminate on the effective date of the Conversion Policy.

In no event can the total sum of all of Your disability insurance, after the conversion, exceed the maximum disability insurance We would then offer to new applicants. The total sum of all of Your disability insurance includes benefits You would be eligible for from Us and any other insurer.

The insured has a limited right to convert coverage to an individual disability income insurance policy subject to the conditions set forth in this provision.

Policy Suspension, Exclusions & Limitations – Policy Form 3200

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

You must provide evidence of Your current income, employment, occupation and all other disability insurance that is in force, which You have applied for, or for which You are eligible. We may require additional evidence of financial insurability, as necessary. You do not have to provide evidence of Your medical insurability.

SUSPENSION FOR ACTIVE MILITARY SERVICE

Suspension for Active Military Service

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

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

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

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

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

EXCLUSIONS AND LIMITATIONS

Exclusions

We will not pay benefits for any Total Disability:

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

There are certain circumstances where we either exclude benefits or limit the period of time for which we may provide benefits, state variations apply.

In addition, a loss may be excluded by name or specific description.

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

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

PROVISIONS RELATING TO CLAIMS

Notice of Claim

Written Notice of Claim must be provided to Us 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 and the Policyowner, will be sufficient if provided to Us at Our Home Office, 700 South Street, Pittsfield, MA 01201.

Claim Forms

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

Proof of Loss

We must receive written Proof of Loss at Our Home Office for a loss within 90 days after the end of each monthly period for which You are claiming Total Disability. 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: the Buy-Sell Agreement; medical records; employment records; business records; financial records; tax returns; evidence of income, occupation and duties; and any other information necessary for Us to evaluate Your claim.

If written Proof of Loss cannot be provided to Us within the prescribed time, We will not deny or reduce Your claim if written Proof of Loss is provided to Us as soon as reasonably possible. Under no circumstance will We pay benefits if written Proof of Loss is delayed for more than one year, except in the absence of legal capacity.

Time of Payment of Claims

Subject to written Proof of Loss and upon Our determination that benefits are payable under the provisions of the Policy, We will pay all accrued benefits for Total Disability and other specified losses for which We are liable. Benefits will be payable according to the Funding Method. After the Policy terminates, any unpaid amounts for which We are liable will be paid promptly after We receive written Proof of Loss.

Payment of Claims

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, We will pay the benefits of the Policy for which We are liable to the Policyowner.

The Policy terminates upon Your death. Any benefits unpaid at Your death will be paid to the Policyowner. If the Policyowner is deceased, We will pay the benefits for which We are liable to the Policyowner's successors, executors, administrators or assigns.

If any benefit of the Policy becomes payable to a person determined to be legally incompetent to give a release, We may pay such benefit, up to \$1,000, to a relative of the person who We believe is entitled to it. Any payment made in good faith under this provision will fully discharge Us to the extent of such payment. In order to continue benefits beyond \$1,000, We will require proof of the appointment of a legal representative such as a durable power of attorney or a conservator.

Examinations

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

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

Premium & Renewal Provisions – Policy Form 3200

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

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, appropriate documentation must be provided.

We have the right, at our expense, to analyze or require an analysis of all relevant financial and operational records, including Your personal, business and corporate federal and state tax returns, as often as We may reasonably require by a financial examiner of Our choice. Such assessments may include an analysis of business, financial and operational records for any business in which You have or may have an Ownership Interest.

Claims While Outside the United States or Canada

If You are living outside the 50 states that comprise the United States, the District of Columbia or Canada during any period for which You are claiming Total Disability, You may be required to return, at Your own expense, when and as often as We may reasonably request to substantiate the claim.

Responsibility to Cooperate and Obtain Appropriate Medical Care

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

PROVISIONS RELATING TO PREMIUM AND REINSTATEMENT

Premium

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

Grace Period

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

Premium Term Changes

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

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

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 and paying all overdue premiums. Such application must be received by Us within six months of the date the Policy lapsed.

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

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

The reinstated Policy will cover only losses that result from Injury that occurs after the date of Reinstatement or Sickness that begins more than ten days after such date. 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.

There is a grace period of 31 days during which premiums must be paid in order to maintain coverage. If the required premium has not been paid by the end of the grace period, the policy will lapse.

General Contract Provisions – Policy Form 3200

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

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.

Effective Date Provision

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

Preliminary Term Provision

If the Schedule Page indicates that there is Preliminary Term, the Policy takes effect at 12:01 a.m. on the Preliminary Term Effective Date. All of the Policyowner's rights under the Policy will begin on the Preliminary Term Effective Date.

Entire Contract: Changes

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

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

Incontestable

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

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

Termination of the Policy

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

- the premium for the Policy remains unpaid at the end of the Grace Period;
- the premium for the Policy remains unpaid for more than 90 days after the end of a Suspension Period notwithstanding the Grace Period;
- We receive the Policyowner's written request to terminate the Policy;
- We issue a Conversion Policy pursuant to the Conversion Option provision;
- You attain Age 65;
- Your death;
- the Policyowner, if an individual, no longer has an Ownership Interest in the Business;
- You no longer have an Ownership Interest in the Business;
- You are no longer Gainfully Employed Full Time by the Business for any reason other than Total Disability;
- You obtain actual and/or Constructive Ownership of more than 90% of the Business;
- You have an Ownership Interest of less than 5% of the Business; or
- the Maximum Aggregate Benefit under the Policy has been paid.

Termination will not prejudice any claim for Total Disability which begins while the Policy is in force.

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

Conformity with State Laws

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

Legal Actions

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

Misstatement of Age

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

Waiver of Policy Provisions

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

Business Valuation Endorsement for Professionals – Policy Form 3200P-E

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

This endorsement is included in policies where the underlying business is fee-for-service (e.g., law practice, accounting firm, and physician or dental practices).

This formula is used to determine the value of the business at time of claim.

The same methodology is used at the time of underwriting to determine the appropriate amount of coverage to issue.

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

BUSINESS VALUATION ENDORSEMENT FOR PROFESSIONALS

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

DEFINITION

The following definition is added to the Policy:

Business Valuation Amount

The Business Valuation Amount is equal to A multiplied by B multiplied by C, where:

- A is the average of the Business' annual gross receipts as reported for federal income tax purposes for the three tax years immediately prior to the date You became Totally Disabled; and
- B is 1
- C is the percentage of Your Ownership Interest immediately prior to the date You became Totally Disabled.

Berkshire Life Insurance Company of America

Secretary

3200P-E (01/10)

Business Valuation Endorsement for Other Business Types – Policy Form 3200C-E

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

If a business is not fee-for-service, then this endorsement will be attached to the policy.

This formula is used to determine the value of the business at time of claim. The same methodology is used at the time of underwriting to determine the appropriate amount of coverage to issue.

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

● BUSINESS VALUATION ENDORSEMENT

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

DEFINITIONS

The following definitions are added to the Policy:

Business Valuation Amount

The Business Valuation Amount is equal to (A multiplied by B) plus C, where:

- A is the average annual Total Owner Compensation as reported for federal income tax purposes in the two tax years immediately prior to the date You became Totally Disabled;
- B is 2
- C is the average Net Worth as of the last day of the two tax years immediately prior to the date You became Totally Disabled.

Net Worth

Net Worth means the assets of the Business less the liabilities of the Business as reported for federal income tax purposes multiplied by the percentage of Your Ownership Interest immediately prior to the date You became Totally Disabled. In the event that assets and liabilities are not required to be reported for federal income tax purposes, they may be provided through a compilation report as prepared by an independent certified public accountant on the income tax basis of accounting consistent with the Business' most recent federal income tax return.

Total Owner Compensation

Total Owner Compensation means Net Income plus Compensation.

Compensation

Compensation means salaries, wages, fees, commissions, bonuses, pension and profit sharing contributions earned by You, received by You or that is allocable to You by the Business, as reported for federal income tax purposes. All income or remuneration from sources other than from the Business is not included in Compensation.

Net Income

Net Income means Your share of the Business' profit or loss, as reported for federal income tax purposes.

Berkshire Life Insurance Company of America

Secretary

3200C-E (01/10)

Future Increase Option Rider – Policy Form 3205

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

This rider provides the ability to purchase additional coverage in the future without proof of your good health, subject to financial underwriting.

Options to purchase additional coverage occur each year during the option period until you are age 55.

When we evaluate whether you are financially eligible for more coverage, we will either use our then current rules for doing so or our rules in effect when the policy was issued, whichever are more favorable to the policyowner.

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

FUTURE INCREASE OPTION RIDER

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

DEFINITIONS

The following definitions are added to the Policy as follows:

Increase Option

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

Increase Policy

Increase Policy means the additional Maximum Aggregate Benefit issued under this rider.

Option Amount

Option Amount means the additional Maximum Aggregate Benefit that may be applied for on each Option Date. The Option Amount is shown in the Schedule Page.

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.

PROVISIONS RELATING TO FUTURE INCREASE OPTIONS

Exercising an Increase Option During an Option Period

Subject to the Conditions and Limitations provision of this rider, the Policyowner may exercise an Increase Option up to the Option Amount during an Option Period.

If the Policyowner does not exercise an Increase Option on an Option Date, the Policyowner may apply for up to twice the Option Amount on the next Option Date.

Each Option Amount applied for during an Option Period will be underwritten based on Our underwriting rules, including issue limits, then in use, or those in effect on the Effective Date of the Policy, whichever are more favorable to the Policyowner, to determine the total amount of allowable Maximum Aggregate Benefit, if any, available to the Policyowner.

An Increase Option may not be exercised when You are disabled, receiving disability benefits or eligible to receive disability benefits from any source.

Proof of Insurability

When the Policyowner exercises an Increase Option, proof of insurability must be provided to Us. Proof of insurability includes, but is not limited to:

- any evidence necessary for Us to determine the Business Valuation Amount;
- evidence of the Policyowner's and Your Ownership Interest and employment in the Business; and
- evidence of all other disability insurance with any insurer that is in force, has been applied for, or for which You are eligible.

Evidence of Your medical insurability or occupation does not have to be provided.

3205 (01/10)

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

A successful exercise may be issued either in the form of an Additional Benefit Rider or will be issued on a separate policy form.

Premiums for any increase we issue will be based on your age at the time additional coverage is issued.

Your class of risk and occupation class will not be less favorable. You may even qualify, subject to adequate proof, for a more favorable class of risk or occupation class.

Conditions and Limitations

All of the following conditions apply when the Policyowner exercises an Increase Option:

- We must receive a written application for an Option Amount during an Option Period.
- The Increase Policy may either be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live or may be added to the Policy in the form of an Additional Benefit Rider.
- The Increase Policy must have the same Elimination Period and Monthly Installment Period, if applicable, as the Policy to which this rider is attached.
- We will not issue an Increase Policy with less than \$10,000 Maximum Aggregate Benefit.
- The Increase Policy may not include the same provisions and benefits as the Policy to which this rider is attached. The Increase Policy may only include those benefits that are part of the Policy to which this rider is attached if We are then offering such benefits to new applicants.
- The premium for each Increase Policy will be based on the following factors:
 - the rates in effect on the date of issue of the Increase Policy;
 - the Increase Policy amount;
 - Your Age and gender on the date of issue of the Increase Policy;
 - the Class of Risk and Occupation Class of the Policy to which this rider is attached;
 - any special class rating that applies to the Policy to which this rider is attached; and
 - the policy form of the Increase Policy.

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

If the Policyowner submits to Us satisfactory evidence that Your Class of Risk or Occupation Class on the Effective Date of the Increase Policy is more favorable to You than it was when the Policy went into effect, then We will apply the more favorable risk classification to the Increase Policy.

- Conditions that are excluded by name or specific description under the terms of the Policy to which this rider is attached will be excluded under the Increase Policy.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. This rider may not be renewed beyond Your Age 55.

Termination

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

- You attain Age 55;
- the total amount of allowable Maximum Aggregate Benefit has been issued;
- the premium for this rider remains unpaid for more than 31 days;
- the date of the Policyowner's written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America

Secretary

3205 (01/10)

Additional Benefit Rider – Policy Form 3206

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

We may issue additional coverage due to a successful exercise of the Future Increase Option Rider via the Additional Benefit Rider.

A separate Additional Benefit Rider may be issued with each separate exercise of the Future Increase Option Rider.

When the Additional Benefit Rider is issued, a new Schedule Page with updated coverage will be provided to the policyowner.

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

● ADDITIONAL BENEFIT RIDER

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

PROVISIONS RELATING TO ADDITIONAL BENEFIT

This rider provides an additional Maximum Aggregate Benefit. The Issue Age, Maximum Aggregate Benefit, Maximum Lump Sum Benefit, Maximum Monthly Installment Benefit and annual premium for this rider are shown in the Schedule Page and below, if applicable.

Policy Number:

Insured:

Effective Date:

<u>Issue Age</u>	<u>Maximum Lump Sum Benefit</u>	<u>Maximum Monthly Installment Benefit</u>	<u>Maximum Aggregate Benefit</u>	<u>Annual Premium</u>
99	\$9,999,999	\$9,999,999	\$9,999,999	\$99,999.99

The Funding Method, Elimination Period [,and] Accumulation Period [and Monthly Installment Period] are the same as the base policy.

Incontestable

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

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

Termination

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

- You attain Age 65;
- the premium for this rider remains unpaid for more than 31 days;
- We receive the Policyowner's written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America

Secretary

3206 (01/10)

THIS IS NEITHER A CONTRACT NOR AN OFFER TO CONTRACT, NOR AN APPLICATION FOR DISABILITY INSURANCE. The only statements that may be construed as binding Berkshire are the provisions as stated in a policy that is actually issued.

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

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



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