

Overhead Expense Disability Insurance

Specimen Contract
Policy Form -ICC18 18OE



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

Overhead Expense Disability Insurance 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 AGE 65

The Policyowner may renew the Policy at the end of each Premium Term until Your Age 65. During that time, We cannot change the premium or cancel the Policy.

CONDITIONAL RIGHT TO RENEW AFTER AGE 65—PREMIUMS CAN CHANGE

After Your Age 65, the Policyowner may conditionally renew the Policy on each Policy Anniversary, if You are not Disabled, You are Gainfully Employed Full Time in the Business for at least ten months each year, and the premium is paid on time.

The premium at each renewal will be based on Our premium rates then 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.

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

Schedule Page [1a/1b/1c/1d/1e]

Insured: [ABCDEFGHIJKLMNQRSTUWXYZ123456789] Policy Number: [Z1234567]
 Policyowner: [ABCDEFGHIJKLMNQRSTUWXYZ123456789] Policy Date: [#####]

Policy Specifications for the Insured

Class of Risk: [Preferred, Select or Standard] Gender: [Male or Female]
 Occupation Class: [6, 5, 4, 3, 2, 1, 6M, 5M, 4M, 3M, 2M, 1M, 6D, 5D, 4D, 3D, 2D, 1D] Issue Age: [18 – 60]

The Policy is Noncancellable and Guaranteed Renewable until Your Age 65: [DATE]

Policy Coverage and Premium Summary

Benefit Period: [12, 18 or 24] Months
 Elimination Period: [30, 60 or 90] Days
 Accumulation Period: [90, 150 or 210] Days
 Premium Term: [Annual, Semiannual, Quarterly or Monthly]

<u>Coverage</u>	<u>Benefit Amount</u>	<u>Annual Premium</u>
Overhead Expense Disability Insurance Policy		
Maximum Monthly Overhead Expense Benefit	[\$99,999]	[\$99,999.99]
[Overhead Expense Partial Disability Benefit Rider]		[\$99,999.99]
[Overhead Expense Future Increase Option Rider		
Total Increase Option Amount: [\$99,999]		[\$99,999.99]
[Business Loan Protection Term Rider		
Business Loan Protection Maximum Monthly Benefit]	[\$99,999]	[\$99,999.99]
[Business Loan Protection Term Rider		
Business Loan Protection Maximum Monthly Benefit]	[\$99,999]	[\$99,999.99]
[Business Loan Protection Term Rider		
Business Loan Protection Maximum Monthly Benefit]	[\$99,999]	[\$99,999.99]
[Business Loan Protection Term Rider		
Business Loan Protection Maximum Monthly Benefit]	[\$99,999]	[\$99,999.99]
[Business Loan Protection Term Rider		
Business Loan Protection Maximum Monthly Benefit]	[\$99,999]	[\$99,999.99]
[Professional Replacement Benefit Rider		
Maximum Professional Replacement Monthly Benefit]	[\$99,999]	[\$99,999.99]
[Additional Overhead Expense Benefit Rider		
Additional Overhead Expense Benefit]	[\$99,999]	[\$99,999.99]
[Your Income Protection Rider		
Your Income Protection Monthly Benefit]	[\$99,999]	[\$99,999.99]
[Overhead Expense Benefit Purchase Rider		No Charge]

This Schedule Page replaces any previously issued Schedule Page.

Schedule Page [1a/1b/1c/1d/1e]

Insured:	[ABCDEFGHIJKLMNQRSTUWXYZ123456789]	Policy Number:	[Z1234567]
Policyowner:	[ABCDEFGHIJKLMNQRSTUWXYZ123456789]	Policy Date:	[#####]

[Accelerated Benefit Endorsement]	No Charge]
[Occupational Rehabilitation, Modification and Access Benefits Endorsement]	No Charge]
[Mental and/or Substance-Related Disorders Endorsement]	No Charge]
[[Gender Affirmation Procedures] Endorsement]	No Charge]

Annual premium before [discounts and] policy fee: [\$99,999.99]

[#####% Extra Annual Premium \$99,999.99]

[Applicable Policy Discount(s)]	Discount Percent]
[Association Discount:	10.00%]
[Multi-Life Discount:	20.00%]
[Select Risk Class Discount:	25.00%]
[Preferred Risk Class Discount:	26.00%]
[Preferred Occupation Discount:	10.00%]
[Multi-Policy Discount:	5.00%]

[Discounted Annual Premium before policy fee: \$99,999.99]

Annual Policy Fee: [\$30.00/\$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 to Your Age 65.]

About The Premium

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 additional premium for each Premium Term option during the level premium period for the Coverage selected.

This Schedule Page replaces any previously issued Schedule Page.

Insured: [ABCDEFGHIJKLMN OPQRSTUVWXYZ123456789] Policy Number: [Z1234567]
 Policyowner: [ABCDEFGHIJKLMN OPQRSTUVWXYZ123456789] Policy Date: [#####]

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].

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 under a list-bill arrangement or 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

<u>Issue Age</u>	<u>Monthly Benefit</u>	<u>Elimination Period</u>	<u>Accumulation Period</u>	<u>Benefit Period</u>	<u>Annual Premium</u>
[##]	[\$99,999]	[30/60/90] Days	[90/150/210] Days	[12/18/24] Months	[99,999.99]

Overhead Expense Partial Disability Benefit Rider Summary

<u>Issue Age</u>	<u>[Rider Effective Date]</u>	<u>Annual Premium</u>
[##]	[#####]	[99,999.99]

Business Loan Protection Term Rider (BLP) Summary

<u>Issue Age</u>	<u>[Rider Effective Date]</u>	<u>BLP Term</u>	<u>BLP Maximum Monthly Benefit</u>	<u>BLP Elimination Period</u>	<u>BLP Accumulation Period</u>	<u>BLP Termination Date</u>	<u>Annual Premium</u>
Lender: [Name of Lender 1]							
[##]	[#####]	[5-30] Years	[\$99,999]	[30/60/90/180 / 360] Days	[90/150/210/360/ 540] Days	[#####]	[\$99,999.99]
Lender: [Name of Lender 2]							
[##]	[#####]	[5-30] Years	[\$99,999]	[30/60/90/180 / 360] Days	[90/150/210/360/ 540] Days	[#####]	[\$99,999.99]
Lender: [Name of Lender 3]							
[##]	[#####]	[5-30] Years	[\$99,999]	[30/60/90/180 / 360] Days	[90/150/210/360/ 540] Days	[#####]	[\$99,999.99]

This Schedule Page replaces any previously issued Schedule Page.

Insured: [ABCDEF GHIJKLMNOPQRSTUVWXYZ123456789] Policy Number: [Z1234567]
 Policyowner: [ABCDEF GHIJKLMNOPQRSTUVWXYZ123456789] Policy Date: [#####]

Lender: [Name of Lender 4]
 [##] [#####] [5-30] [\$99,999] [30/60/90/180 / 360] Days [90/150/210/360/ 540] Days [#####] [\$99,999.99]
 Years
 Lender: [Name of Lender 5]
 [##] [#####] [5-30] [\$99,999] [30/60/90/180 / 360] Days [90/150/210/360/ 540] Days [#####] [\$99,999.99]
 Years

Professional Replacement Benefit Rider Summary

Issue Age	[Rider Effective Date]	Maximum Professional Replacement Benefit	Annual Premium
[##]	[#####]	[\$99,999]	[\$99,999.99]

Additional Overhead Expense Benefit Rider Summary

Issue Age	[Rider Effective Date]	Additional Overhead Expense Benefit	Annual Premium
[##]	[#####]	[\$99,999]	[\$99,999.99]

Your Income Protection Rider Summary

Issue Age	[Rider Effective Date]	YIP Monthly Benefit	YIP Elimination Period	YIP Monthly Benefit Period	Annual Premium
[##]	[#####]	[\$99,999]	[90] Days	[24] Months	[\$99,999.99]

About The Benefit Period

The Benefit Period for the Policy meets the federal guidelines for non-discrimination in employment because of age.

For a 12-Month Benefit Period:
 If Disability begins At any Age The Benefit Period is 12 months

For an 18-Month Benefit Period:
 If Disability begins Before Age 75 The Benefit Period is 18 months

This Schedule Page replaces any previously issued Schedule Page.

Insured: [ABCDEFGHIJKLMNQRSTUWXYZ123456789]
Policyowner: [ABCDEFGHIJKLMNQRSTUWXYZ123456789]

Policy Number: [Z1234567]
Policy Date: [#####]

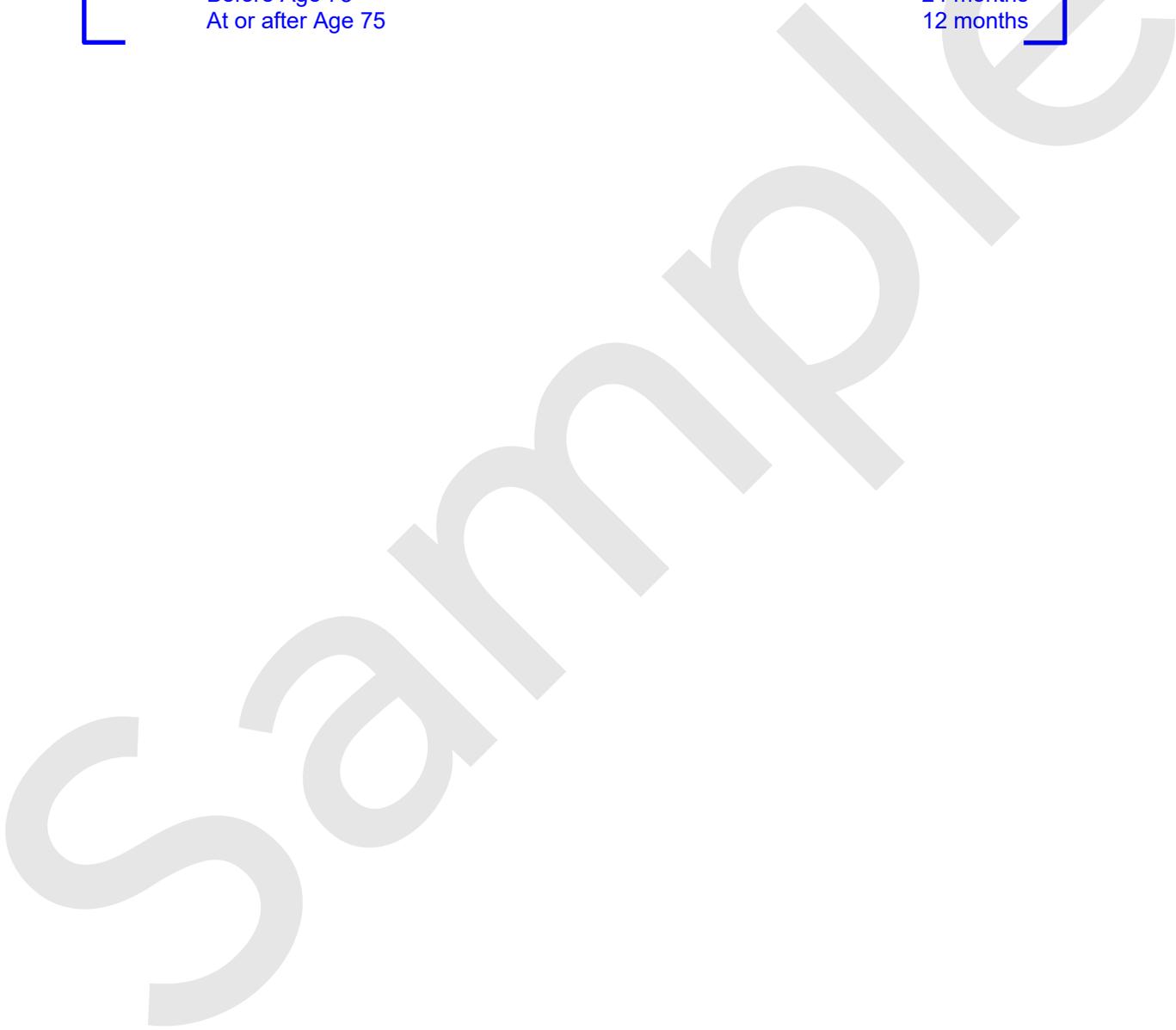
At or after Age 75

12 months

For a 24-Month Benefit Period:

If Disability begins
Before Age 75
At or after Age 75

The Benefit Period is
24 months
12 months



This Schedule Page replaces any previously issued Schedule Page.

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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.

DEFINITIONS

Accumulation Period

The Accumulation Period 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. The Accumulation Period is shown in the Schedule Page.

Age

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

Available Benefit for Total Disability

Available Benefit for Total Disability means an amount equal to $(A \times B) - C$ where:

- A is the Maximum Monthly Overhead Expense Benefit;
- B is the number of months following the Elimination Period during which You have been Disabled in the same claim; and
- C is the total amount of benefit already paid during the Disability in the same claim.

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.

Business

Business means an entity, company or professional practice in which You have an ownership interest.

Class of Risk

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

Conversion Policy

Conversion Policy means the individual disability income insurance policy issued based on the Conversion Option provision.

Coverage

Coverage means the benefits available under the Policy.

Covered Overhead Expenses

Covered Overhead Expenses means the normal, necessary and customary expenses that You incur and pay in the continued operation of the Business, and for which You are responsible. In the event of multiple owners or occupants, such Covered Overhead Expenses include only that portion of the normal, necessary and customary expenses incurred and paid for which You are responsible.

Covered Overhead Expenses must be deductible for federal income tax purposes. Covered Overhead Expenses include:

Business Location Expenses

- real estate and property taxes;
- utilities, such as heat, water, electricity and telephone;
- laundry, janitorial and maintenance services;
- rent or lease payments for space which You occupy and use in the continued operation of the Business;

Employee Payroll Expenses

- salaries and employer-paid benefits of employees who have no ownership interest in the Business and who are not members of Your profession;

Business Equipment Expenses

- rent or lease payments for motor vehicles, equipment, fixtures, furniture or other assets used in the continued operation of the Business if You have no direct or indirect ownership in the assets;
- scheduled installment payments of interest on debt; and
- depreciation or scheduled installment payments of principal on debt for which You were liable before You became Disabled, but not both, regardless of whether these are deductible for federal income tax purposes. The choice must be made only once for each separate Disability at the time the claim begins. The amount of depreciation allowed will be that used for federal income tax purposes. The amount of principal will not be more than that paid under a plan of scheduled installment payments that begin before the start of Disability;

Other Business Expenses

- property, liability, malpractice and other business insurance premiums that have not been waived due to Your Disability;
- professional, trade and association dues;
- licensing fees, including continuing education costs required to maintain such professional license;
- legal and accounting fees paid except those that are directly related to the termination or sale of Your ownership interest in the Business;
- billing and collection fees.

Expenses Not Covered

Covered Overhead Expenses do not include:

- that portion of normal, necessary and customary expenses that is the responsibility of any person other than You;
- any expense for which You were not normally and customarily responsible for on a periodic basis prior to the start of Disability;
- any premiums waived due to Your disability;
- any prepayment or advance payment of a Covered Overhead Expense;
- any salary, fee, draw, advance, benefit or other remuneration for a Family member who was not a paid employee during the 60 days immediately prior to Your Disability;
- income taxes or self-employment taxes;
- any expense for equipment, motor vehicles, fixtures, furniture or other assets purchased or leased after the date You became Disabled;
- the cost of inventory, merchandise, products, goods and services directly attributable to generating revenue;
- any expense passed on to Your clients, including but not limited to, the cost of supplies, fees, and services rendered;
- the cost of gifts, charitable donations, meals and entertainment;
- any salary, fee, draw, advance, benefit or other remuneration for You or any member of Your profession;
- any salary, fee, draw, advance, benefit or other remuneration for a person hired to perform Your duties.

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.

Family

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

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.

Gross Monthly Revenue

Gross Monthly Revenue means the monthly amount earned or received by You or the Business for goods sold, work performed, or services provided by You or anyone employed in the Business, less the following:

- the cost of inventory, merchandise, products, goods sold, and services, directly attributable to generating revenue;
- any expense passed on to Your clients, including but not limited to, the cost of supplies, fees, and services rendered.

Gross Monthly Revenue is determined before deducting income taxes and normal, necessary and customary business expenses, including any Covered Overhead Expenses.

If the Insured does not own 100% of the Business, only the percentage ownership attributable to the Insured, while the Insured holds an ownership interest, will be considered in determining Gross Monthly Revenue.

At the time Disability begins, Gross Monthly Revenue may either be:

- credited to the period in which it is earned (accrual method); or
- credited to the period in which it is received (cash method).

If utilizing the cash method, Gross Monthly Revenue received during a period of Disability for goods sold, work performed, or services provided by You or others under Your supervision or direction, or is otherwise attributable to You prior to becoming Disabled, will not be included in Gross Monthly Revenue during the period of Disability.

Current Gross Monthly Revenue means Gross Monthly Revenue for each month during a period of Disability.

Prior Gross Monthly Revenue means Your average Gross Monthly Revenue in the 12 calendar months just prior to the date on which You became Disabled.

Loss of Gross Monthly Revenue means the amount that is equal to Your Prior Gross Monthly Revenue less Your Current Gross Monthly Revenue.

Gross Monthly Revenue must be consistently credited utilizing the same method, accrual or cash, to determine Prior Gross Monthly Revenue and Current Gross Monthly Revenue.

For the purpose of determining eligibility for benefits, We can require that Your accounting practices, including, but not limited to, the accrual or cash method, be the same as those that were in effect at the time You first became Disabled.

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

Maximum Aggregate Benefit

The Maximum Aggregate Benefit is equal to the Maximum Monthly Overhead Expense Benefit multiplied by the number of months in the Benefit Period.

Maximum Monthly Overhead Expense Benefit

The Maximum Monthly Overhead Expense Benefit is shown in the Schedule Page.

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 that succeeds it, subject to approval by the Interstate Insurance Product Regulation Commission before using such replacement.

Occupation Class

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

Other Coverage

Other Coverage means the total amount of benefits that have been paid, or are eligible to be received, under all other policies issued by Us and any other insurer for the same kind of loss that is covered by the Policy.

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, or healthcare 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's Family; 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, 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 means the frequency of premium payments. It is shown in the Schedule Page.

Reimbursable Expense Amount

Reimbursable Expense Amount means an amount equal to $(A \div B) \times C$ where:

- A is the Maximum Monthly Overhead Expense Benefit;
- B is the total amount of monthly benefits under Other Coverage plus the Maximum Monthly Overhead Expense Benefit; and
- C is the Covered Overhead Expenses for the claimed month.

If the Reimbursable Expense amount is greater than zero but less than \$300, the Reimbursable Expense Amount will be \$300.

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 an Injury, We will deem the Disability to be due to Sickness.

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.

PROVISIONS RELATING TO BENEFITS

Overhead Expense Monthly Total Disability Benefit

While You are Totally Disabled, We will pay monthly benefits if each of the following conditions is met:

- You become Totally Disabled while the Policy is in force; and
- You satisfy the Elimination Period; and
- Proof of Loss is provided to Us.

After You satisfy the Elimination Period, at the end of each month that You remain Totally Disabled, We will pay the Policyowner the Reimbursable Expense Amount up to the Available Benefit for Total Disability.

These payments will not be made during the Elimination Period, or for more than the Benefit Period during any Disability, except as provided in the Extension of Benefits provision.

We will not increase Total Disability benefits if You are Disabled from more than one cause at the same time.

Extension of Benefits

Benefits will continue beyond the end of the Benefit Period if each of the following conditions is met:

- You are Disabled at the end of the Benefit Period; and
- You remain Disabled; and
- the total amount of benefits paid during the Disability is less than the Maximum Aggregate Benefit; and
- Proof of Loss is provided to Us.

Benefits under this provision will end when the first of the following occurs:

- the total amount of benefits paid during the Disability is equal to the Maximum Aggregate Benefit; or
- six months have elapsed since the end of the Benefit Period; or
- You are no longer Disabled in the same claim; or
- Your Age 65.

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, 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.

We will then waive the unexpired portion of the Elimination Period and benefits will start to accrue from the date of Your Total Disability, payable up to the Maximum Aggregate Benefit.

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 six months; and
- 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

After a Benefit Period ends, You will not be eligible for a new Benefit Period unless each of the following conditions is met:

- 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 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 Age 65. 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 Age 65 that require You to be Gainfully Employed Full Time for at least ten months each year.

If Your Age 65 occurs while premiums are being waived, the Policy will terminate.

Survivor Benefit

If You die prior to Age 65, and benefits are being paid under the Overhead Expense Monthly Total Disability Benefit provision, We will pay to the Policyowner, or the Policyowner's estate, a benefit equal to three months of the Maximum Monthly Overhead Expense Benefit shown in the Schedule Page of the Policy.

The Survivor Benefit is not included in the Maximum Aggregate Benefit.

OWNERSHIP TRANSFER AND CONTRACT EXCHANGE PROVISIONS

Assignment and Change of Ownership

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.

The Policyowner may be changed. We do not limit the number of changes that may be made. To make a change, We must receive a written request from the Policyowner on a form provided by Us for this purpose. A Change of Ownership will take effect on the date we receive the completed form at Our home office.

Legal and Accounting Fee Benefit for Termination or Sale of Ownership Interest

If, due to Your Disability, You incur and pay legal and accounting fees as a result of the termination or sale of Your ownership interest in the Business, We will reimburse Your portion of such fees up to an aggregate amount of \$5,000 when each of the following conditions is met:

- You become Disabled while the Policy is in force; and
- You satisfy the Elimination Period; and
- no more than six months have elapsed since the end of the Benefit Period; and
- written proof of such fees is provided to Us.

If You have other insurance with Us that provides a similar benefit, We will only provide an aggregate reimbursement of up to \$5,000 for Your portion of such legal and accounting fees.

This benefit is an additional benefit and is not included in the Maximum Aggregate Benefit.

Conversion Option

At any time before Your Age 60, You may apply to convert this Overhead Expense Disability Insurance Policy to a Conversion Policy. The Conversion Policy will be an individual disability insurance policy issued on a policy form then being used by Us for new applicants on a regular basis in the place where You live. If issued, the Conversion Policy will provide benefits most like those described below:

- a monthly benefit that cannot exceed the lesser of:
 - the Maximum Monthly Overhead Expense Benefit shown in the Schedule Page of the Policy; or
 - an amount as determined by Our underwriting rules then in effect; and
- an elimination period of at least 90 days; and
- a two-year benefit period; and
- no optional benefit riders.

To apply for a Conversion Policy, each of the following conditions must be met:

- the Policy has been in force for at least two years; and
- We receive a written request to terminate this Policy from the Policyowner; and
- We receive a written application for conversion signed by You within 90 days of the request for Policy termination; and
- You are Gainfully Employed Full Time for at least ten months each year; and
- You are not currently Disabled under the Policy; and
- We receive all of the information necessary to determine Your eligibility for insurance under the Conversion Policy.

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.

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.

You will be the policyowner of the Conversion Policy.

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

The Conversion Policy will cover only losses that result from Injury that occurs, or Sickness that first manifests itself, on or after the effective date of the Conversion Policy. 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.

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; and
- the Policy will cover only losses that result from Injury that occurs, or Sickness that first manifests itself, while the Policy is in force.

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

For losses that result from Injury or Sickness that did not occur or begin during a period of active duty, the number of days You are Disabled before and after the period of suspension will be used toward satisfying the Elimination Period.

If Your Age 65 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 detention 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, 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.

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 and the Policyowner, 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, financial records, evidence of Your Covered Overhead Expenses, evidence of Your Prior Gross Monthly Revenue, evidence of Current Gross Monthly Revenue, 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 Policyowner.

The Policy, and all Coverage, terminates upon Your death. Any accrued benefits unpaid at Your death will be paid to the Policyowner. If the Policyowner is deceased, We will pay the benefits due to the Policyowner's successors, executors, administrators, or assigns.

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.

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 at the time You first became Disabled.

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 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 Age 65

After Your Age 65, the Policy may be conditionally renewed on each Policy Anniversary, if:

- You are not Disabled; and
- You are Gainfully Employed Full Time in the Business for at least ten months each year; and
- the premium is paid on time; and
- You are responsible for Covered Overhead Expenses; and
- the Policy is in force.

If the Policyowner renews the Policy after Your Age 65, We can require satisfactory written proof that You have continued to be Gainfully Employed Full Time in the Business for at least ten months each year. Upon Our approval, We will issue a new Schedule Page.

The only Coverage that will continue after Your Age 65 is for an Overhead Expense Monthly Total Disability Benefit and the Legal and Accounting Fee Benefit, unless otherwise stated. The Benefit Period after Your Age 65 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 Your Age 65 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.

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
- Our receipt of the Policyowner's written request to terminate the Policy; or
- We issue a Conversion Policy based on the Conversion Option provision; or
- Your Age 65, 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 in 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.

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.

OVERHEAD EXPENSE PARTIAL DISABILITY BENEFIT RIDER

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

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

DEFINITIONS

Disability or Disabled

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

Monthly Overhead Expense Partial Benefit

Monthly Overhead Expense Partial Benefit means the amount We will pay for each month of Partial Disability. It is the lesser of Your Reimbursable Expense Amount or the Proportional Amount.

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:

- You experience a Loss of Gross Monthly Revenue that is at least 15% of Your Prior Gross Monthly Revenue; 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.

Proportional Amount

The Proportional Amount means the amount determined by the formula $A \div B \times C$, where:

- A is Your Loss of Gross Monthly Revenue for the month in which You are Partially Disabled; and
- B is Your Prior Gross Monthly Revenue; and
- C is the Maximum Monthly Overhead Expense Benefit.

PROVISIONS RELATING TO OVERHEAD EXPENSE PARTIAL BENEFIT

Payment of Monthly Overhead Expense Partial Benefit

When You are Partially Disabled, We will pay the Monthly Overhead Expense Partial Benefit if each of the following conditions is met:

- You become Partially Disabled while the rider is in force; and
- You satisfy the Elimination Period; and
- You continue to have an ownership interest in the Business.

After You have satisfied the Elimination Period, the Monthly Overhead Expense 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 Overhead Expense Partial Benefit may never exceed the Reimbursable Expense Amount or the Proportional Amount. We will not increase the Monthly Overhead Expense Partial Benefit because You are Disabled from more than one cause at the same time.

Enhancements to Proportional Amount

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

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

Recovery Benefit

We will continue to consider you to be Partially Disabled for a maximum of 12 consecutive months, if:

- You have satisfied the Elimination Period; and
- Monthly Overhead Expense Partial Benefits have been paid; and
- You have returned to Gainful Employment Full Time; and
- Your Loss of Gross Monthly Revenue is still at least 15% of Your Prior Gross Monthly Revenue, and such Loss of Gross Monthly Revenue is solely due to the Injury or Sickness that caused Your Partial Disability.

The recovery benefit will not exceed the Maximum Aggregate 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 Gross Monthly Revenue 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 Your Age 65.

TERMINATION

Termination of Monthly Overhead Expense Partial Benefit

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

- You are no longer Partially Disabled; or
- Your Loss of Gross Monthly Revenue is no longer solely the result of Injury or Sickness; or
- You become Totally Disabled; or
- the Benefit Period ends, except as provided in the Extension of Benefits provision; or
- the total amount of benefits paid during the Disability is equal to the Maximum Aggregate Benefit; or
- this rider terminates.

Termination of Overhead Expense Partial Disability Benefit Rider

This rider terminates when the first of the following occurs:

- Your Age 65; 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

OVERHEAD EXPENSE 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 a date that We declare.

Total Increase Option Amount

Total Increase Option Amount means the maximum amount of Maximum Monthly Overhead Expense 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 Your 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.

Each Increase Policy applied for during an Option Period will be underwritten to determine the maximum amount of Maximum Monthly Overhead Expense 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 Covered Overhead Expenses for the purpose of exercising an Increase Option when You are Disabled or receiving disability benefits from any source will be based upon Your Covered Overhead Expenses in the 12-month period immediately prior to the onset of Your Disability.

Proof of Insurability

When an Increase Option is exercised, We must be provided with evidence of Your Covered Overhead Expenses, 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.

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 Benefit Period than the Policy.

We will not issue an Increase Policy of less than \$300 of Maximum Monthly Overhead Expense Benefit unless it is for the remaining Total Increase Option.

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, We receive 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.

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 Overhead Expense Future Increase Option Rider

This rider terminates when the first of the following occurs:

- Your 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

OVERHEAD EXPENSE 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 Maximum Monthly Overhead Expense 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 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 Maximum Monthly Overhead Expense Benefit available, if any, based on the information received and Our then current underwriting guidelines.

Proof of Insurability

When an Increase Policy is applied for, We must be provided with evidence of Your Covered Overhead Expenses, employment, occupation, 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. Evidence of Your medical insurability does not need to be provided.

Benefit Purchase Offers When Disabled, Benefits are Payable, or Policy is Suspended

The Policyowner is 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.

An Increase Policy may be applied for according to the Benefit Purchase Offer provision 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 Benefit Period than the Policy.

We will not issue an Increase Policy with less than \$300 of Maximum Monthly Overhead Expense 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.

TERMINATION

Termination of Overhead Expense 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 Maximum Monthly Overhead Expense Benefit of the Policy to which this rider is attached; or
- Our receipt of the Policyowner's written request to terminate this rider; or
- Your Age 55; or
- the Policy terminates.

Berkshire Life Insurance Company of America



Secretary

BUSINESS LOAN PROTECTION TERM RIDER

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

DEFINITIONS

Business Loan Obligation

Business Loan Obligation means a legally binding written loan or lease agreement between You and a Lender that:

- includes the terms of Your financial obligation for the Business and establishes Your personal responsibility for loan or lease repayment over a fixed period of time; and
- is signed by You as a borrower; and
- is identified in the application; and
- is secured from a Lender.

Business Loan Protection Accumulation Period

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

Business Loan Protection Elimination Period

The Business 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 Business Loan Protection Accumulation Period. Benefits will not accrue or be payable during the Business Loan Protection Elimination Period. It is shown in the Schedule Page.

Business Loan Protection Maximum Monthly Benefit

Business 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.

Business Loan Protection Monthly Benefit

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

Business Loan Protection Termination Date

Business 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.

Lender

Lender means the individual or entity that is party to the Business Loan Obligation or its lawful successor, and is identified in the application.

Reimbursable Business Loan Expense

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

PROVISIONS RELATING TO BUSINESS LOAN PROTECTION MONTHLY BENEFIT

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

- 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 Business Loan Obligation; and
- You satisfy the Business Loan Protection Elimination Period; and
- You provide all required proof of loss.

Benefits, including any refund of premium, will be paid to the Policyowner. A Loss Payee cannot be designated for benefits payable under this rider.

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

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

A Reimbursable Business Loan Expense covered by this rider is not a Covered Overhead Expense under the terms of the Policy and will not be paid as such.

Proof of Loss

Proof of loss is amended to also include proof pertaining to the Business Loan Obligation and the Reimbursable Business Loan Expense.

Business Loan Protection Monthly Benefit Assignment

The Policyowner may assign the Business Loan Protection Monthly Benefit separately from other benefits under the Policy. 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 Business Loan Protection Monthly Benefit 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.

Premium and Renewal

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

If, prior to the Business Loan Protection Termination Date, You no longer have a Business Loan Obligation, We will refund any premium paid for this rider as of the date the Business Loan Obligation ended. We must receive proof at Our home office that the Business 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 Business Loan Protection Monthly Benefit

The Business 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 Business Loan Protection Term Rider

This rider terminates when the first of the following occurs:

- the Business Loan Protection Termination Date or the Business Loan Protection Maximum Monthly Benefit has been paid, whichever is later; or
- You no longer have a Business Loan Obligation; 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

PROFESSIONAL REPLACEMENT BENEFIT RIDER

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

DEFINITIONS

The following definitions are added to the Policy:

Maximum Professional Replacement Benefit

The Maximum Professional Replacement Benefit is the maximum amount We will reimburse the Policyowner each month You are Totally Disabled. It is shown in the schedule page.

Professional Replacement

Professional Replacement means any person who:

- is a member of Your profession; and
- does not have an ownership interest in the Business; and
- is not a member of Your Family; and
- is hired specifically to replace You in the Business, and is paid a reasonable and customary salary to perform material and substantial duties of Your profession similar to those performed by You for the Business prior to Your Disability.

PROVISIONS

Professional Replacement Benefit

We will reimburse up to 100% of the Professional Replacement's gross monthly salary, not to exceed the Maximum Professional Replacement Benefit, if each of the following is met:

- You become Totally Disabled while this rider is in force; and
- You satisfy the Elimination Period; and
- the Professional Replacement is hired after the date of Total Disability; and
- the Professional Replacement is not an employee of the Business at the time Your Disability begins; and
- Proof of Loss is provided to Us.

Proof of Professional Replacement Expenses

Proof of Loss is amended to also include proof of salary expenses related to the Professional Replacement.

TERMINATION

Termination of the Professional Replacement Benefit

The Professional Replacement Benefit will terminate when the first of the following occurs:

- You are no longer Totally Disabled; or
- the Professional Replacement is no longer at work in the Business; or
- the Professional Replacement obtains an ownership interest in the Business; or
- the Benefit Period ends.

Termination of the Professional Replacement Benefit Rider

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

- Your Age 65; 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

ADDITIONAL OVERHEAD EXPENSE BENEFIT RIDER

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

DEFINITIONS

The Available Benefit definition in the Policy is replaced with the following:

Available Benefit

Available Benefit for Total Disability means an amount equal to $(A \times B) + D - C$ where:

- A is the Maximum Monthly Overhead Expense Benefit;
- B is the number of months following the Elimination Period during which You have been Disabled in the same claim;
- C is the total amount of benefit already paid during the Disability in the same claim; and
- D is the Additional Overhead Expense Benefit

The Maximum Aggregate Benefit definition in the Policy is replaced with the following:

Maximum Aggregate Benefit

The Maximum Aggregate Benefit is equal to the Maximum Monthly Overhead Expense Benefit multiplied by the number of months in the Benefit Period, plus the Additional Overhead Expense Benefit.

The following Additional Overhead Expense Benefit definition is added to the Policy:

Additional Overhead Expense Benefit

The Additional Overhead Expense Benefit is shown in the Schedule Page.

PROVISIONS

This rider provides an additional benefit amount that may be used for reimbursement of Covered Overhead Expenses in the event of Disability as provided in the Policy to which this rider is attached.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. The rider may not be renewed after Your Age 65.

TERMINATION

Termination

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

- Your Age 65; 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

Sean D. Quinn

Secretary

YOUR INCOME PROTECTION (YIP) RIDER

This rider is 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:

DEFINITIONS

YIP Elimination Period

The YIP Elimination Period is the number of consecutive days You must be Totally Disabled before benefits begin to accrue and starts on the first day that You are Totally Disabled. It is shown in the Schedule Page. Benefits will not accrue or be payable during the YIP Elimination Period.

YIP Monthly Benefit

The YIP Monthly Benefit is the amount We will pay You each month You are Totally Disabled and not Gainfully Employed. It is shown in the Schedule Page.

YIP Monthly Benefit Period

The YIP Monthly Benefit Period is the longest period of time for which We will pay a YIP Monthly Benefit. It is shown in the Schedule Page.

PROVISIONS RELATING TO YOUR INCOME PROTECTION BENEFIT

While You are Totally Disabled, We will pay the YIP Monthly Benefit at the end of each month, if each of the following conditions is met:

- You become Totally Disabled while this rider is in force; and
- You must remain Totally Disabled for the entire YIP Elimination Period; and
- You must be responsible for Covered Overhead Expenses at the time of Your Total Disability; and
- You are not Gainfully Employed; and
- You provide all required proof of loss; and
- You have satisfied the YIP Elimination Period.

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

If You are Totally Disabled in accordance with the Presumptive Total Disability Benefit provision of the Policy, We will deem You to be Totally Disabled under this rider, even if You are Gainfully Employed.

Termination Due to Conversion Option

If You convert the Policy to which this rider is attached under the Conversion Option provision, any Conversion Policy issued will provide a monthly benefit that cannot exceed the lesser of:

- the Maximum Monthly Overhead Expense Benefit shown in the Schedule Page of the Policy and the YIP Monthly Benefit, combined; or
- an amount as determined by Our underwriting rules then in effect.

This rider will terminate if a Conversion Policy is issued.

Premium and Renewal

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

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.

This rider cannot be renewed after Your Age 65.

TERMINATION

Termination of the YIP Monthly Benefit

The YIP Monthly Benefit will no longer be payable when the first of the following occurs:

- You are no longer Totally Disabled; or
- You are Gainfully Employed, unless receiving a Presumptive Total Disability Benefit; or
- The YIP Monthly Benefit Period ends; or
- Your death.

Termination of Your Income Protection (YIP) Rider

This rider terminates when the first of the following occurs:

- Your Age 65; 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

Sean D. Quinn

Secretary

ACCELERATED BENEFIT ENDORSEMENT

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

PROVISION

The following provision is added to the Policy:

Accelerated Benefit

When You are Totally Disabled, before requiring proof of Covered Overhead Expenses, We will pay the first Maximum Monthly Overhead Expense Benefit 30 days after satisfying the Elimination Period, if each of the following conditions is met:

- You become Totally Disabled while the Policy is in force; and
- You remain continuously Totally Disabled for the entire Elimination Period; and
- proof of Your Total Disability is provided to Us.

The payment under this endorsement will be made only one time in the same claim, and will be included in the total amount of benefits already paid during the Disability when calculating the Available Benefit.

You must then submit proof of Covered Overhead Expenses for the month in which the first Maximum Monthly Overhead Expense Benefit payment was made under this endorsement. Once we have received proof of Covered Overhead Expenses, we will determine the Reimbursable Expense Amount for the first month of Total Disability. Any necessary adjustment will then be made in accordance with the Overpayment of Benefits provision and the calculation of the Available Benefit.

To be eligible for additional benefits under the terms of the Policy, You must provide Us with Proof of Loss to include proof of Covered Overhead Expenses incurred and paid while You are Disabled. Our payment under this endorsement does not waive the requirement that We be provided proof of Covered Overhead Expenses.

Berkshire Life Insurance Company of America



Secretary

Berkshire Life Insurance Company of America
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Pittsfield, MA 01201

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 is voluntary and will not in itself be considered a recovery from the Injury or Sickness that resulted in Your Disability. Benefits will continue as provided in the Policy.

Nonparticipation will not in itself affect any claim for benefits under the Policy.

This benefit is an additional benefit and is not included in the Maximum Aggregate Benefit.

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 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 return to Gainful Employment in Your Occupation.

The Modification and Access Benefit is voluntary and will not in itself be considered a recovery from the Injury or Sickness that resulted in Your Disability. Benefits will continue as provided in the Policy.

Nonparticipation will not in itself affect any claim for benefits under the Policy.

This benefit is an additional benefit and is not included in the Maximum Aggregate Benefit.

Berkshire Life Insurance Company of America



Secretary

MENTAL AND/OR SUBSTANCE-RELATED DISORDERS 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.

DEFINITIONS

The following definition is added to the Policy:

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.

LIMITATION

The Policy is amended by adding the following limitation:

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 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 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.

The Extension of Benefits provision of the Policy does not extend the 24-month limitation of this endorsement.

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.

Berkshire Life Insurance Company of America



Secretary

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

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.

Berkshire Life Insurance Company of America

A handwritten signature in black ink that reads "Sean D. Quinn". The signature is written in a cursive style with a large "S" and "Q".

Secretary