

PayGuard Plus

Pennsylvania Specimen Contract
Policy Form – 18PG PA



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

Disability Income Term 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

RENEWAL AND PREMIUM RATE GUARANTEED TO THE EXPIRATION DATE

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

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.**

Schedule Page [1a/1b]

Insured:	[ABCDEFGHJKLMNOPQRSTUVWXYZ123456789]	Policy Number:	[Z1234567]
Policyowner:	[ABCDEFGHJKLMNOPQRSTUVWXYZ123456789]	Policy Date:	[#####]
Loss Payee:	[ABCDEFGHJKLMNOPQRSTUVWXYZ123456789]		

Policy Specifications for the Insured

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

The Policy is Renewable at the end of each Premium Term until the Expiration Date: [DATE].

Policy Coverage and Premium Summary

Benefit Term:	[5-30] Years
Elimination Period:	[90, 180] Days
Premium Term:	[Annual, Semiannual, Quarterly or Monthly]

<u>Coverage</u>	<u>Monthly Benefit</u>	<u>Annual Premium</u>
Disability Income Term Policy	[\$99,999]	[\$99,999.99]
[True Own Occupation Rider]		[\$99,999.99]
[Spousal Coverage Policy Endorsement]		No Charge
[Conversion Option Endorsement]		No Charge
Conversion Option Date: [5 th policy anniversary date]		

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

[####% Extra Annual Premium		\$99,999.99]
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[Applicable Policy Discount(s)]	Discount Percent]
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[Association Discount:	10.00%]
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[Multi-Life Discount:	20.00%]
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[Select Risk Class Discount:	25.00%]
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[Mental and/or Substance-Related Disorders Benefit Limitation Discount	25% / 22.5%]
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[Discounted Annual Premium before policy fee:	\$99,999.99]
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Annual Policy Fee:	[\$30.00]
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Annual Premium [after discounts and] including policy fee:	[\$99,999.99]
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The Policy is issued with the level premium payment option to the Expiration Date.

This Schedule Page replaces any previously issued Schedule Page.

Schedule Page [1a/1b]

Insured: [ABCDEFGHIJKLMNQRSTUWXYZ123456789]
Policyowner: [ABCDEFGHIJKLMNQRSTUWXYZ123456789]
Loss Payee: [ABCDEFGHIJKLMNQRSTUWXYZ123456789]

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

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.

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.

[Mental and/or Substance-Related Disorders Benefit Limitation]

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

After We have paid benefits for a Total Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder for [xxx] months, We will not pay benefits for a Total 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 Total Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder; and
- under the regular care of a Physician.

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

This Schedule Page replaces any previously issued Schedule Page.

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

DEFINITIONS

Age

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

Class of Risk

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

Coverage

Coverage means the benefits available under the Policy.

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

Expiration Date

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

Gainfully Employed or Gainful Employment

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

Hospital

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

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

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

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

Injury

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

Issue Age

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

Loss Payee

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

Mental and/or Substance-Related Disorders

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

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

Monthly Benefit

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

Occupation Class

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

Physician

Physician means a person who is a duly licensed physician by law in the state in which he or she practices and is acting within the scope of that license to treat Injury or Sickness that results in a Total Disability. A Physician cannot be:

- You and/or the Policyowner; or
- anyone related to You and/or the Policyowner including a spouse, child, parent, brother or sister; 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 Total Disability is due to a Mental and/or Substance-Related Disorder, the Physician must be a licensed psychiatrist or a licensed doctoral level psychologist.

Policy

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

Policyowner

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

Policy Anniversary

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

Policy Date

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

Pre-existing Condition

Pre-existing Condition means a physical or mental condition for which You received professional medical advice, diagnosis or treatment within two years before the Effective Date.

Premium Term

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

Sickness

Sickness means an illness or disease which is diagnosed or treated on or after the Effective Date and while the Policy is in force.

Total Disability or Totally Disabled

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

Working an average of more than 40 hours in a week is, in itself, 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 Totally Disabled. Your Occupation does not mean a specific job title, designation, industry, or job with a certain employer.

PROVISIONS RELATING TO BENEFITS**Total Disability Benefit**

When You are Totally Disabled, the Monthly Benefit is paid as follows:

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

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

Benefits After the Expiration Date

If Your Total Disability begins within twelve months prior to the Expiration Date, and continues uninterrupted beyond the Expiration Date, We will continue to pay the Monthly Benefit after the Expiration Date until We have paid twelve months of Monthly Benefit from the start of such Total Disability.

Medical Care Requirement

We will neither pay benefits nor waive premium under the Policy for any period of Total Disability during which You are not under a Physician's regular care that is appropriate, according to prevailing medical standards, for the conditions causing Total Disability. Appropriate care includes a plan between You and Your Physician that addresses Your goals for treatment and recovery. The medical care must be provided by Physicians whose specialties are appropriate for Your Injury or Sickness causing Total 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.

Fractional Month

If You are Totally 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 Totally Disabled.

Concurrent Total Disability

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

Recurrent Total Disability

A recurrent Total Disability is a Total Disability that is determined to be a continuation of a previous Total Disability. If We determine Your Total Disability to be a recurrent Total Disability, Your prior claim for Total 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 Total Disability to be a recurrent Total Disability, if:

- after the previous Total Disability ends, You have returned to Gainful Employment for less than 12 months; and
- the Total Disability results entirely or in part from the same cause or causes as the previous Total Disability; and
- benefits were received under the Policy for the previous Total Disability.

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

Waiver of Premium Benefit

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

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

We will continue to waive premium for the three-month period after Your Total Disability ends. At the end of the three-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 Total Disability provision.

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

PROVISIONS RELATING TO SUSPENSION**Suspension for Active Military Service**

The Policy will be suspended on the date You begin active duty in the military of any nation, or international authority including, but not limited to, the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or National Guard. Active duty does not include training that lasts 90 days or less, or any period of travel preceding a period of active duty.

The Policy must be in force and 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. 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 after the date the Policy is placed back in force or Sickness that begins more than ten days after such date.

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

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 Total Disability:

- caused by, contributed to by, or which results from, military training, military action, military conflict, or war, whether declared or undeclared, while You are serving in the military or a military auxiliary unit, either active or reserve, or working for contracted military services; or
- for any period of time in which You are incarcerated or under court-ordered home confinement; 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 professional misconduct; or
- caused by, contributed to by, or which results from, any suspension, revocation, restriction, inactivation, surrender, or the like, of Your professional or occupational license or certification; or
- caused by, contributed to by, or which results from, an intentionally self-inflicted injury; or
- caused by, contributed to by, or which results from, a normal pregnancy or childbirth until 90 days have elapsed from the date of Total Disability or the Elimination Period has been satisfied, if later; or
- due to any loss We have excluded by name or description.

Limitation While Outside the United States or Canada

Benefits for Total Disability will be limited to a total of twelve months during Your lifetime unless You are living full time in the United States or Canada for at least six consecutive months in each calendar year. United States refers to the 50 states that comprise the United States of America and the District of Columbia.

If benefits under the Policy have ceased because of this limitation and You return to the United States or Canada, benefits may resume under the Policy if all terms and conditions of the Policy are satisfied.

If You continue to reside outside of the United States or Canada, premiums will become due beginning three months after benefits under the Policy have ceased.

Pre-existing Condition Limitation

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

Mental and/or Substance-Related Disorders Benefit Limitation

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

After We have paid benefits for a Total Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder for the number of months specified in the Schedule Page, We will not pay benefits for a Total 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 Total Disability caused by, contributed to by, or which results from, a Mental and/or Substance-Related Disorder; and
- under the regular care of a Physician.

Under no circumstance will We pay benefits for a Total 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.

PROVISIONS RELATING TO CLAIMS

Authorization

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

Notice of Claim

You must give Us written notice of claim within 30 days after any loss covered by the Policy occurs or begins, or as soon after that as is reasonably possible. Written notice of claim, with complete information to identify You, will be sufficient if provided to Us 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, and any other information necessary for Us to evaluate Your claim.

We have the right, at Our expense, to analyze or require an analysis of all relevant business, financial and operational records, including, but not limited to, Your personal, business and corporate federal and state tax returns, as often as We reasonably require by a financial examiner of Our choice. Such assessments may include analysis of business, financial and operational records for any business in which You have or may have an ownership interest. We can require that Your accounting practices be the same as those that were in effect immediately preceding the start of Your Total Disability.

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 from the time proof of loss was required, unless You have lacked legal capacity.

Payment of Claim

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

If any benefit of the Policy becomes payable to a person not competent to give a release, We may pay such benefit, up to \$1,000, 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.

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

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

Overpayment of Benefits

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

Time of Claim Payment

Subject to satisfactory written proof of loss and upon Our determination that benefits are payable under the Policy, We will pay all accrued benefits that are due for Total Disability. Benefits will be immediately payable at the end of each month for which benefits are due while You are Totally Disabled. Any amounts due that are unpaid when You are no longer Totally Disabled will be paid promptly after We receive satisfactory written proof of loss.

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.

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 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. 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.

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.

The Policy will be reinstated as of the date We accept a premium if We do not require an application.

The reinstated Policy will cover only losses that result from Injury that occurs, or Sickness that begins 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 or 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 shall be used to void the Policy or to deny a claim for loss incurred or Total Disability commencing after the expiration of such two-year period.

No claim for loss incurred or Total Disability commencing after two years from the Effective Date of the Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from Coverage by name or specific description effective on the date of loss had existed prior to the Effective Date of the Policy.

In the event of a reinstatement, the Policy will be incontestable as to statements, except fraudulent statements, contained in the application for reinstatement of the Policy after it has been in force for a period of two years during Your lifetime following the date the Policy was reinstated.

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
- the Expiration Date; 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

If Your age is misstated on the application, Coverage will be what the premium paid would have purchased based on the correct age.

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

Assignment

An assignment will take effect on the date the assignment is signed unless otherwise specified by the Policyowner. We will be bound by an assignment of the Policy for any claim only if We receive a written assignment from the Policyowner on a form provided by Us before We pay the benefits claimed. We will not be responsible for the validity or tax consequences of any assignment.

Waiver of Policy Provisions

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

Conformity with State Laws

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

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

TRUE OWN OCCUPATION 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 changing the following definition:

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 is, in itself, not a material and substantial duty.

Premium

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

Berkshire Life Insurance Company of America


Secretary

SPOUSAL COVERAGE POLICY ENDORSEMENT

This Endorsement is a part of the Policy to which it is attached.

The definition of Your Occupation and the Recurrent Total Disability provision in the Policy, to which this Endorsement is attached, are hereby deleted and replaced as follows:

Your Occupation

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

If You have limited Your occupation to the performance of the material and substantial duties of a Homemaker, We will deem Homemaker to be Your Occupation.

Homemaker means a person who is primarily responsible for performing the functions that are normal, necessary and customary for the day-to-day operations of Your household and is not Gainfully Employed.

Recurrent Total Disability

A recurrent Total Disability is a Total Disability that is determined to be a continuation of a previous Total Disability. If We determine Your Total Disability to be a recurrent Total Disability, Your prior claim for Total 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 Total Disability to be a recurrent Total Disability, if:

- after the previous Total Disability ends, You have returned to Your Occupation, or to Gainful Employment, for less than 12 months; and
- the Total Disability results entirely or in part from the same cause or causes as the previous Total Disability; and
- benefits were received under the Policy for the previous Total Disability.

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

Berkshire Life Insurance Company of America



Secretary

CONVERSION OPTION 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.

The Policy is amended by adding the following provisions:

DEFINITIONS

Conversion Option

Conversion Option means an option to apply for a Conversion Policy.

Conversion Policy

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

Conversion Option Date

Conversion Option Date means the date the Policy may be converted. It is shown in the schedule page.

Conversion Option Period

Conversion Option Period means the 61-day period beginning 30 days immediately before the Conversion Option Date and ending 30 days immediately following the Conversion Option Date.

PROVISIONS RELATING TO THE CONVERSION OPTION

Exercising a Conversion Option During a Conversion Option Period

During the Conversion Option Period, You may apply to convert the Policy to a disability income insurance policy then being used by Us for new applicants on a regular basis in the place where You live, if each of the following conditions is met:

- The Policy is in force; and
- We receive a written application for a Conversion Policy signed by You within the Conversion Option Period; and
- You qualify for a Conversion Policy under our then-current underwriting guidelines; and
- You are not currently disabled, and have never been Totally Disabled under the Policy; and
- Within the past five years, regardless of whether disability benefits have been paid, You have not had a disability claim approved by any entity or source; and
- We receive all the information necessary from You to determine Your eligibility for coverage under the Conversion Policy.

This Conversion Option Endorsement terminates at the end of the Conversion Option Period and no further Conversion Option will be available.

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

- A monthly benefit equal to or less than the Policy's Monthly Benefit; and
- An elimination period equal to or greater than the Policy's Elimination Period; and
- A To Age 65 benefit period; and
- A definition of Total Disability comparable to the Policy's definition of Total Disability; and
- No optional benefit riders.

The premium for the Conversion Policy will be at Our rates then in effect for persons of Your age, class of risk, gender and occupation class. Any special class rating that applies to the Policy will also apply to the Conversion Policy.

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

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

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

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.

TERMINATION

Termination of Conversion Option Endorsement

This endorsement terminates when the first of the following occurs:

- A Conversion Option has been exercised; or
- A conversion application has not been received within the Conversion Option Period; or
- the Policy terminates.

Berkshire Life Insurance Company of America

A handwritten signature in black ink, appearing to read "Sean D. Quinn".

Secretary