

## *Policy Specimen*

### **CALIFORNIA OVERHEAD EXPENSE DISABILITY INSURANCE**

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UNDERWRITTEN AND ISSUED BY  
BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA

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

This specific specimen is for Overhead Expense Disability Insurance Policy Form 4200. Policy Form 4200 may vary from one state to another as a result of certain state laws or regulations. In the following pages, we have annotated the generic version of this policy which is used in most states. If the Overhead Expense Disability Insurance product is issued, Berkshire's obligations will be determined by the state of issue's version of the policy form.

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



**GUARDIAN®**

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# Policy Cover Page – Policy Form 4200

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

## Berkshire Life Insurance Company of America

700 South Street • Pittsfield, Massachusetts 01201  
1-800-819-2468

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

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



Secretary

Berkshire Life Insurance Company  
of America



President

Berkshire Life Insurance Company  
of America

### Overhead Expense Disability Insurance Policy

Non-Participating

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

#### **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 renew the Policy at the end of each Premium Term as long as You  
are not Disabled and You are actively and regularly employed Full Time in the Business for at least ten  
months each year and the premium is paid on time. The premium will be at Our rates then in effect for  
persons of Your Age, Class of Risk, gender, Occupation Class, and any special class rating that applies to the  
Policy. We have the right to change such premiums on a class basis on any Policy Anniversary.

#### **NOTICE OF TEN-DAY RIGHT TO EXAMINE POLICY**

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

If the Policyowner has questions about the policy, please contact  
Berkshire Life Insurance Company of America,  
700 South Street, Pittsfield MA 01201  
Telephone Number: 1-800-819-2468 or 413-499-4321.

**If the Policyowner is not satisfied after contacting Berkshire Life,  
the Policyowner may contact**

**The California Department of Insurance at the following address:  
California Department of Insurance, Consumer Services Division  
300 South Spring Street, Los Angeles CA 90013  
Telephone Number: 1-800-927-4357**

*Berkshire Life Insurance Company of America  
is a wholly owned stock subsidiary of*

*The Guardian Life Insurance Company of America, New York, NY*



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This policy reimburses the policyowner the covered overhead expenses incurred and paid that are normal, necessary and customary in the continued operation of a business or practice while the insured is disabled up to the amount and for the period of time stated in the policy.

This policy may be renewed beyond your 65th birthday, provided certain criteria are met.

Prior to age 65, we cannot cancel this policy, or change premiums if premiums are paid on time.

# Schedule of Coverage – Policy Form 4200

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

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

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

Refer to each of these riders for more detailed information.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: **John Doe** Policy Number: **Z0000001**  
 Policyowner: **ACME, Inc.** Policy Date: **June 5, 2009**

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Policy Specifications for the Insured

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

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Policy Features and Premium Summary

Benefit Period: **12 Months**  
 Elimination Period: **30 Days**  
 Accumulation Period: **90 Days**  
 Premium Term: **Monthly**

<u>Coverage</u>	<u>Maximum Monthly Overhead Expense Benefit</u>	<u>Annual Premium</u>
Overhead Expense Disability Insurance Policy	\$99,999	\$99,999.99
Additional Monthly Benefit Rider	\$99,999	\$99,999.99
Future Increase Option Rider (Total Increase Option: \$99,999)		\$99,999.99
Supplemental Overhead Expense Benefit Rider (Supplemental Overhead Expense Benefit: \$99,999)		\$99,999.99
Automatic Benefit Enhancement Rider (Automatic Increase Rate: 4%)		No Charge
<hr/>		
Total:	\$99,999	\$99,999.99
Annual Policy Fee:		\$30.00
Annual Premium:		\$99,999.99
<p>The level premium payment option has been selected. The level premium period will be to Age 65.</p>		

This Schedule Page replaces any previously issued Schedule Page.  
 Schedule Page Date: **June 5, 2009**

4200 (01/10)

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

18 and 24 month benefit periods are also available.

60 and 90 day elimination periods are also available.

If a 60 day elimination period is selected, then the accumulation period will be 150 days.

If a 90 day elimination period is selected, then the accumulation period will be 210 days.

The elimination period must be satisfied during the accumulation period.

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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1b

Insured: [John Doe](#) Policy Number: [Z0000001](#)  
Policyowner: [ACME, Inc.](#) Policy Date: [June 5, 2009](#)

Premiums may be paid annually, semi-annually, quarterly or monthly.

About The Premium

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

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

The following summarizes the premium for each Premium Term option during the [level](#) premium period for the Coverage that has been selected.

For a Semiannual Premium Term:

The Policyowner will pay [\\$99,999.99](#) every 6 months. This means the Policyowner is paying an additional [\\$99,999.99](#) or [99.99%](#) per year, or a total annualized premium of [\\$99,999.99](#).

For a Quarterly Premium Term:

The Policyowner will pay [\\$99,999.99](#) every 3 months. This means the Policyowner is paying an additional [\\$99,999.99](#) or [99.99%](#) per year, or a total annualized premium of [\\$99,999.99](#).

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

The Policyowner will pay [\\$99,999.99](#) every month. This means the Policyowner is paying an additional [\\$99,999.99](#) or [99.99%](#) per year, or a total annualized premium of [\\$99,999.99](#).

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

The Policyowner will pay [\\$99,999.99](#) every month. When this payment option is selected, there is no additional charge for paying premiums on a monthly basis versus paying them on an annual basis.

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

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

4200 (01/10)

This Schedule Page replaces any previously issued Schedule Page.  
Schedule Page Date: [June 5, 2009](#)

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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1c

Insured: **John Doe** Policy Number: **Z0000001**  
 Policyowner: **ACME, Inc.** Policy Date: **June 5, 2009**

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**Additional Monthly Benefit Rider Coverage Summary**

Issue Age	Maximum Monthly Overhead Expense Benefit	Annual Premium
99	\$99,999	\$99,999.99
99	\$99,999	\$99,999.99
99	\$99,999	\$99,999.99
99	\$99,999	\$99,999.99
99	\$99,999	\$99,999.99
...	...	...
Total	\$99,999	\$99,999.99

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**Automatic Benefit Enhancement Rider Coverage Summary**

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

Subject to the terms and conditions of the Automatic Benefit Enhancement Rider, no Automatic Increase will be made which will cause the Maximum Monthly Overhead Expense Benefit to exceed the amount of allowable Coverage, if any, available based on Our underwriting rules in effect at the time of increase or on the Effective Date of the Policy, whichever are more favorable to the Policyowner.

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

This Schedule Page replaces any previously issued Schedule Page.  
 Schedule Page Date: **June 5, 2009**

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This no cost rider enables the policyowner to purchase up to five annual automatic benefit increases. The premium for each increase issued will be added to the periodic premium bill for the policy. Evidence of your good health or financial insurability is not required to elect an increase under this rider. Refer to the Automatic Benefit Enhancement Rider for more details.

This rider may be used to add coverage upon successful exercise of an increase option. Proof of your good health is not required. However, proof of financial insurability must be submitted. Refer to the Future Increase Option Rider for more details.

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

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1d

Insured:	John Doe	Policy Number:	Z0000001
Policyowner:	ACME, Inc.	Policy Date:	June 5, 2009

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About The Benefit Period

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

For a 12-Month Benefit Period:

<u>If Disability begins</u> At any Age	<u>The Benefit Period is</u> 12 months
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For an 18-Month Benefit Period:

<u>If Disability begins</u> Before Age 75 At or after Age 75	<u>The Benefit Period is</u> 18 months 12 months
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For a 24-Month Benefit Period:

<u>If Disability begins</u> Before Age 75 At or after Age 75	<u>The Benefit Period is</u> 24 months 12 months
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This Schedule Page replaces any previously issued Schedule Page.  
Schedule Page Date: June 5, 2009

4200 (01/10)

For policies with either an 18 or 24 month benefit period, at or after age 75, the benefit period becomes 12 months.

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

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

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



# Policy Definitions – Policy Form 4200

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

Throughout this policy, defined terms are capitalized.

**DEFINITIONS**

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

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

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

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

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

**Class of Risk**  
The Class of Risk is shown in the Schedule Page.

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

**Coverage**  
Coverage means the benefits available under the Policy.

**Covered Overhead Expenses**  
Covered Overhead Expenses means the normal, necessary and customary expenses that You incur and pay in the continued operation of Your Business.

In the event of multiple owners or joint occupancy, Covered Overhead Expenses means that part of such normal, necessary and customary expenses for which You are responsible.

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

- real estate and property taxes;
- utilities, such as heat, water, electricity and telephone;
- laundry, janitorial and maintenance services;
- salaries and employer-paid benefits of employees who have no ownership interest in Your Business and who are not members of Your profession;
- 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;

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If coverage terminates, you have a limited right to convert this policy to a personal disability income insurance policy.

This policy may include a "Professional Replacement Endorsement", which enables a portion of the salary of a replacement to be considered a covered overhead expense when you are totally disabled.

Unused benefits can be 'carried forward' and may be available for use in the next month during the same claim.

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

- legal and accounting fees paid except those that are directly related to the termination or sale of Your Business;
- billing and collection fees;
- rent or lease payments for space which You occupy and use in the continued operation of Your Business;
- rent or lease payments for motor vehicles, equipment, fixtures, furniture or other assets used in the continued operation of Your 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 which begin before the start of Disability.

**Expenses Not Covered**

Covered Overhead Expenses do not include:

- that portion of normal and customary business expenses which is the obligation of any person other than You;
- any expense for which You were not normally and customarily liable on a periodic basis prior to the start of Disability;
- any other expenses that have been waived, reimbursed or are reimbursable from any other source;
- any prepayment or advance payment of a Covered Overhead Expense;
- any salary, fee, draw, advance, benefit or other remuneration for a member of Your Family 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;
- the cost of implements of Your profession;
- the cost of supplies, fees and expenses passed on to Your clients; and
- the cost of gifts, charitable donations, meals and entertainment.

This policy provides benefits for total and partial disabilities.

● **Disability or Disabled**

Disability means Total Disability or Partial Disability. Disabled means Totally Disabled or Partially Disabled.

**Effective Date**

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

● **Elimination Period**

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

**Family**

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

**Full Time**

Full Time means at least 30 hours each week.

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

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

For the purpose of determining any partial disability benefit, we calculate the Gross Monthly Revenue after deducting the cost of inventory, merchandise, products, goods and services directly attributable to generating that revenue.

**Gross Monthly Revenue**

Gross Monthly Revenue means the monthly amount earned or received by You or Your Business for goods sold, work performed or services provided by You or anyone employed in Your Business. Only that portion of monthly revenue that is allocable to You as an owner of the Business will be considered in determining Gross Monthly Revenue. Gross Monthly Revenue is arrived at:

- before deducting normal, necessary and customary business expenses, including any Covered Overhead Expenses;
- before deducting any income taxes; and
- after deducting the cost of inventory, merchandise, products, goods and services directly attributable to generating 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 allocable 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 in the same manner 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 be the same as those which were in effect at the time You first became Disabled.

**Injury**

Injury means physical harm or damage to Your body that first occurs on or after the Effective Date and while the Policy is in force.

**Issue Age**

Issue Age is shown in the Schedule Page.

**Maximum Aggregate Benefit**

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.

**Occupation Class**

The Occupation Class is shown in the Schedule Page.

**Partial Disability**

Partial Disability or Partially Disabled means that You are at work and You are not Totally Disabled, but as a result of 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 able to perform one or more, but not all, of the substantial and material acts necessary to pursue Your Usual Occupation in the usual and customary way; or

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

- You are able to perform all of the substantial and material acts necessary to pursue Your Usual Occupation in the usual and customary way, but not for the length of time they normally require.

**Physician**

Physician means a person who is licensed by law in the state in which he or she practices as a Medical Doctor or Doctor of Osteopathy, and is acting within the scope of that license to treat Injury or Sickness that results in a Disability.

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

**Policy**

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

**Policy Anniversary**

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

**Policy Date**

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

**Policyowner**

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

**Pre-existing Condition**

Pre-existing Condition means You suffered from a physical or mental condition whether diagnosed or undiagnosed, which was misrepresented or not disclosed in Your application for the Policy (i) for which You received a Physician's advice or treatment within two years before the Effective Date of the Policy, or (ii) which caused symptoms within one year before the Effective Date of the Policy for which a prudent person would usually seek medical advice or treatment. We will not cover any loss that begins in the first two years after the Effective Date from a Pre-existing Condition.

**Premium Term**

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

**Prior Coverage**

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

● **Reimbursable Expense Amount**

Reimbursable Expense Amount means the Covered Overhead Expenses You incur and pay for the claimed month less Prior Coverage for that month.

**Sickness**

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

**Suspension Period**

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

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This is a reimbursement policy.

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

This is an “own occupation” definition of total disability.

Reimbursement of incurred and paid Covered Overhead Expenses, up to the available benefit, may be claimed in the event of a total disability. A loss of gross monthly revenue is not required.

Benefits for either a partial or total disability may continue beyond the end of the Benefit Period, for a period of no more than 12 additional months, if the Maximum Aggregate Benefit in a single claim has not been paid.

**Termination Date**

Termination Date means the date on which the Policy terminates.

● **Total Disability or Totally Disabled**

Total Disability or Totally Disabled means that, as a result of Sickness or Injury, You are unable to perform with reasonable continuity the substantial and material acts necessary to pursue Your Usual Occupation in the usual and customary way.

**We, Us, Our, and Berkshire Life**

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

**You and Your**

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

**Your Usual Occupation**

Your Usual Occupation means the occupation (or occupations if more than one) in which You are actively engaged and regularly performing when Your Disability begins.

**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 are met:

- You become Disabled while the Policy is in force;
- 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.

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.

● **Overhead Expense Monthly Partial Disability Benefit**

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

- You become Disabled while the Policy is in force;
- 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 Partially Disabled, We will pay the Policyowner the Reimbursable Expense Amount minus Your Current Gross Monthly Revenue for that same month up to the Available Benefit.

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 Partial 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 are met:

- You are Disabled at the end of the Benefit Period;
- You remain Disabled;

4200 (01/10) CA

Partial disability benefits are included in the body of this overhead expense disability insurance policy and do not require you to purchase a separate rider.

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

- 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;
- You are no longer Disabled in the same claim;
- 12 months have elapsed since the end of the Benefit Period; or
- You attain Age 65.

**Fractional Month of Disability**

We will pay one-thirtieth (1/30th) of the monthly benefit payable under the Policy for each day for which We are liable when You are Disabled for less than a full month.

**Medical Care Requirement**

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

We will waive the Medical Care Requirement during any claim under the Policy upon reasonable written proof that such regular medical care would not improve the disabling condition or prevent its worsening under prevailing medical standards. Such waiver will not restrict Our rights under the Proof of Loss and Examinations provisions of the Policy.

● **Legal and Accounting Fee Benefit**

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 are met :

- You become Disabled while the Policy is in force;
- You satisfy the Elimination Period;
- no more than 12 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 these legal and accounting fees from all such other insurance.

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

● **Waiver of Elimination Period**

We will waive the Elimination Period if:

- You become Disabled within five years after the end of a previous Disability;
- the previous Disability lasted more than six months; and
- We paid benefits under the Policy for the previous Disability.

● **Recurrent Disability**

If, after the end of a period of Disability, You become Disabled again, the later period of Disability will be deemed a continuation of the previous Disability, when each of the following conditions are met:

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

As much as an additional \$5,000 for legal and accounting fees pertaining to the termination or sale of your ownership interest in the business may be reimbursed - above and beyond other benefits provided by the policy.

Under certain circumstances, we will consider a relapse or recurrence of a prior disability to be a continuation of that disability without requiring a new elimination period.

There is no elimination period for benefits if you become disabled for any reason within five years of the end of a prior disability which lasted at least 6 months and for which we paid benefits under this policy.

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

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

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

**Concurrent Disability**

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

**Separate Periods of Disability**

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

- the previous Disability ends;
- You return to Full Time work;
- the Policy remains in force; and
- All other terms and conditions of the Policy have been satisfied.

**Transplant and Cosmetic Surgery**

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

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

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

**Waiver of Premium Benefit**

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

- We will refund the pro rata portion of any premium paid which applies to the period of Disability beyond the date that You were first Disabled in the same claim;
- We will then waive any later premiums that are due while You are continuously Disabled in the same claim and receiving benefits for the Disability; and
- We will continue to waive premiums for the six-month period after the date on which You are no longer Disabled. At the end of the six-month period the pro rata portion of the premium for the remainder of the current Premium Term, and all premiums that fall due thereafter, must be paid in order to keep the Policy in force.

If, after the end of the Benefit Period and before Age 65, You remain continuously Disabled, We will continue to waive premium on the Policy. We must be notified within six months of the date on which You are no longer Disabled. Failure to notify Us will result in termination of the Policy. The pro rata portion of the premium for the remainder of the current Premium Term, and all premiums that fall 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 of the Policy.

Nothing in this provision will change the conditions for renewal after Age 65 that require You to be actively and regularly employed Full Time for at least ten months each year.

**Survivor Benefit**

If You die while the Overhead Expense Monthly Total Disability Benefit is being paid, the Policyowner, or the Policyowner's estate may be eligible to receive up to two additional months of benefits pursuant to the Overhead Expense Monthly Total Disability Benefit provision of the Policy.

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We will waive any premiums that are due while you are disabled and eligible for benefits. We will then waive premiums for six months after you are no longer disabled.

If you die while total disability benefits are payable, the policyowner or the policyowner's estate may be reimbursed for covered overhead expenses for up to two additional months.

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

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

The owner of this policy may be changed to accommodate changes in the business.

Under no circumstance will the sum of the benefits payable pursuant to this provision and the total amount of benefits paid during the Disability exceed the Maximum Aggregate Benefit.

#### TRANSFER AND EXCHANGE PROVISIONS

##### ● **Assignment and Change of Ownership**

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

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

##### ● **Conversion Option**

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

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

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

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

- provide a monthly indemnity that cannot exceed the lesser of \$3,000 or the Maximum Monthly Overhead Expense Benefit shown in the Schedule Page of the Policy;
- have an elimination period of at least 90 days but not more than 360 days;
- have a two-year benefit period; and
- have no optional benefit riders.

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

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

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.

If the policy terminates, the insured has a limited right to convert coverage to a personal disability income insurance policy.



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

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

### SUSPENSION FOR ACTIVE MILITARY SERVICE

#### Suspension for Active Military Service

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

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

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

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

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

### EXCLUSIONS AND LIMITATIONS

#### Exclusions

We will not pay benefits for any Disability:

- caused by, substantially 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 units auxiliary thereto, or working for contracted military services;
- during any period of time in which You are incarcerated or detained as the result of a conviction;
- caused by, substantially contributed to by, or which results from Your commission of, or attempt to commit, a felony as defined under local, state or federal law;
- caused by, substantially contributed to by, or which results from Your being engaged in an illegal occupation;
- caused by, substantially contributed to by, or which results from an intentionally self-inflicted Injury;
- during the first three months of Disability or the Elimination Period, if longer, that is caused by, substantially contributed to by, or which results from normal pregnancy or childbirth; or
- due to any loss We have excluded by name or specific description.

#### Limitation While Outside the United States, Canada or Mexico

You must be living full time in the 50 states which comprise the United States of America, the District of Columbia, Canada or Mexico in order to receive benefits under the Policy, except for incidental travel or vacation; otherwise, benefits will cease. Incidental travel or vacation means being outside of the 50 states which comprise the United

There are certain circumstances where we either exclude benefits or limit the period of time for which we may provide benefits, state variations may apply. In addition, a loss may be excluded by name or specific description - if applicable, a special exceptions agreement will be attached to the policy.

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

States of America, the District of Columbia, Canada or Mexico for less than 60 days in a 12-month period. You may not recover benefits that have ceased pursuant to this limitation.

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

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

**Pre-existing Condition Limitation**

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

**Overpayment of Benefits**

If an overpayment of benefits should occur under the Policy, We will have the right to reduce future benefits under the Policy in the same claim until reimbursement is made. If no additional benefits are payable in the same claim, the Policyowner will be required to reimburse Us any amounts overpaid. Reimbursement must be made to Us no later than 12 months following the end of the Benefit Period.

**PROVISIONS RELATING TO PREMIUM AND RENEWAL**

**Premium**

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

**Premium Term Changes**

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

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

**Conditional Right To Renew After Age 65**

After Your Age 65, the Policyowner may renew the Policy at the end of each Premium Term. In order to renew at the end of each Premium Term, the following conditions must be met:

- the Policy must be in force;
- the premium must be paid on time;
- You must not be Disabled;
- You must be actively and regularly employed Full Time in the Business for at least ten months each year; and
- You must be responsible for Covered Overhead Expenses.

We reserve the right to require proof from time to time that these conditions have been met. The Policy will terminate as of the date that such conditions are not met.

The only Coverage that may continue after Your Age 65 is for an Overhead Expense Monthly Total Disability Benefit and the Legal and Accounting Fee Benefit. All other Coverage in force at Your Age 65 will terminate at that time unless otherwise stated. The Benefit Period after Your Age 65 is shown in the Schedule Page.

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

This policy may be renewed beyond your 65th birthday, provided certain criteria are met.

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

Any premium paid after Age 65 for any period not covered by the Policy will not be accepted and will be returned. If premium is not returned, Coverage under the Policy will continue until the end of the term which such premium covers.

#### UNIFORM PROVISIONS

##### Entire Contract; Changes

The Policy, including its riders, endorsements and attached papers, if any, constitutes the entire contract of insurance. No change in the Policy shall be valid until approved in writing by the President, a Vice President or the Secretary of Berkshire Life and unless such approval be endorsed hereon or attached hereto. No agent has authority to change the Policy or waive any of its provisions.

##### Time Limit on Certain Defenses

(a) After two years from the Effective Date of the Policy no misstatements, except fraudulent misstatements, made by You or the Policyowner in the application for the Policy shall be used to void the Policy or to deny a claim for loss incurred or Disability commencing after the expiration of such two-year period. (b) No claim for loss incurred or 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 coverage of the Policy.

In the event of a reinstatement, after two years from the date of reinstatement, no misstatements, except fraudulent misstatements, made by You or the Policyowner 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.

##### Grace Period

A Grace Period of 31 days will be granted for the payment of each premium falling due after the first premium, during which Grace Period the Policy shall continue in force. If the premium has not been paid by the end of the Grace Period, the Policy will lapse.

##### Reinstatement

If any renewal premium be not paid within the time granted the Policyowner for payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept such premium, without requiring in connection therewith an application for reinstatement, shall reinstate the Policy; provided, however, that if We or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval of such application by Us or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless We have previously notified the Policyowner in writing of Our disapproval of such application. The reinstated Policy shall cover only loss resulting from such Injury as may be sustained after the date of reinstatement and loss due to such Sickness as may begin more than 10 days after such date. In all other respects the Policyowner's rights and Ours will remain the same thereunder as they were under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

##### Notice of Claim

Written Notice of Claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice of Claim given by You or the Policyowner on Your behalf to Us at 700 South Street, Pittsfield MA 01201, or to an authorized agent, with information sufficient to identify You and the Policyowner, shall be deemed notice to Us.

##### Claim Forms

We, upon receipt of written Notice of Claim, will furnish to You such Claim Forms as are usually furnished for filing Proof of Loss. If such Claim Forms are not furnished within 15 days after the giving of such notice, You and the Policyowner shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing Proof of Loss, written proof covering occurrence, the character and the extent of the loss for which claim is made.

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

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

# General Contract Provisions – Policy Form 4200-E

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

## **Proof of Loss**

Written Proof of Loss must be furnished to Us at our office at 700 South Street, Pittsfield, MA 01201 in case of claim for loss for which the Policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which We are liable; and in the case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

## **Time of Payment of Claim**

Indemnities payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued indemnities for loss for which the Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof of such loss.

## **Payment of Claims**

All terms and conditions of the Policy must be satisfied in order for benefits to become payable. After all required Proof of Loss is provided and the claim is approved by Us, We will pay the benefits of the Policy for which We are liable to the Policyowner.

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 for which We are liable to the Policyowner's successors, executors, administrators or assigns.

If any indemnity of the Policy shall be payable to a person who is a minor or otherwise not competent to give a valid release, We may pay such indemnity, up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage or a beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment.

## **Examinations**

We, at Our own expense, shall have the right and opportunity to examine You when and as often as We may reasonably require during the pendency of a claim hereunder.

## **Legal Actions**

No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written Proof of Loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three years after time written Proof of Loss is required to be furnished.

## **Change of Beneficiary**

Unless the Policyowner makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Policyowner and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of the Policy or to any change of beneficiary or beneficiaries, or any other changes in the Policy.

## **Conformity with State Laws**

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

## **GENERAL CONTRACT PROVISIONS**

### **Consideration**

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

### **Effective Date Provision**

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

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# Business Valuation Endorsement for Other Business Types – Policy Form 4200C-E

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

#### **Preliminary Term Provision**

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

#### **Termination of the Policy**

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

- the premium for the Policy remains unpaid at the end of the Grace Period;
- the premium for the Policy remains unpaid for more than 90 days after the end of a Suspension Period notwithstanding the Grace Period;
- We receive the Policyowner's written request to terminate the Policy;
- We issue a Conversion Policy pursuant to the Conversion Option provision;
- You attain Age 65, if You are not actively and regularly at work Full Time in the Business for at least ten months each year;
- the end of the first Premium Term after Your Age 65, when You are no longer actively and regularly at work Full Time in the Business for at least ten months each year; or
- Your death.

The Policy may also terminate as set forth in the Waiver of Premium provision of the Policy.

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

#### **Misstatement of Age**

If Your age has been misstated, Coverage will be based upon what the premium paid would have bought at Your correct age.

#### **Waiver of Policy Provisions**

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

# Professional Replacement Endorsement — Policy Form 4208-E

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

If included in the policy which is issued, this endorsement determines under which circumstances the salary of your replacement will be considered a Covered Overhead Expense.

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

## ● PROFESSIONAL REPLACEMENT ENDORSEMENT

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

### DEFINITIONS

The following definitions is added to the Policy as follows:

#### Replacement

Replacement means any person who:

- is a member of Your profession;
- does not have an ownership interest in the Business;
- is not a member of Your Family; and
- is hired specifically to replace You and paid a reasonable and customary salary to carry out the duties performed by You for the Business prior to Your Disability;

The definitions of Covered Overhead Expenses is amended to include:

#### Salary of Your Replacement

If, as a result of Total Disability, You or the Business hires a Replacement to perform Your duties, we will consider 50% of the Replacement's gross monthly salary to be a Covered Overhead Expense not to exceed one-half of the Maximum Monthly Overhead Expense Benefit or \$10,000, whichever is less.

The Salary of Your Replacement will no longer be considered a Covered Overhead Expense when the first of the following occurs:

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

The definition of Expenses Not Covered is amended to include:

Expenses that are not Covered Overhead Expenses include any salary, fee, draw, advance, benefit or other remuneration for You or any member of Your profession except as provided by this endorsement.

**Berkshire Life Insurance Company of America**

4201-E (01/10)

# Accelerated Benefit Endorsement — Policy Form 4203-E

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

If the entire elimination period is satisfied by total disability, before requiring proof of covered overhead expenses, we will pay one-half of the maximum monthly overhead expense benefit. Proof of total disability is required.

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

## ● ACCELERATED BENEFIT ENDORSEMENT

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

### DEFINITIONS

The following definition is added to the Policy:

#### **Accelerated Benefit Amount**

Accelerated Benefit Amount means one-half of the Maximum Monthly Overhead Expense Benefit. This amount is an advance payment toward monthly benefits.

### PROVISIONS

The following provisions are added to the Policy:

#### **Accelerated Benefit**

When You are Totally Disabled, We will pay the Accelerated Benefit Amount if each of the following conditions are met:

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

We will pay the Accelerated Benefit Amount before requiring proof of Covered Overhead Expenses. This amount is paid only one time in the same claim.

You must then submit proof of the Covered Overhead Expenses You incurred and paid in the first month of Disability after satisfying the Elimination Period. Our payment of the Accelerated Benefit Amount does not waive the requirement that We be provided proof of Covered Overhead Expenses.

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 that exceed the Accelerated Benefit Amount. Such Covered Overhead Expenses must be incurred and paid while You are Disabled after satisfying the Elimination Period.

Any Accelerated Benefit Amount that is paid will be included in the total amount of benefit already paid during the Disability when calculating the Available Benefit. In the first month of Disability after satisfying the Elimination Period, the Reimbursable Expense Amount will be reduced by any Accelerated Benefit paid.

#### **Overpayment of Accelerated Benefits ●**

An overpayment of Accelerated Benefits occurs when the Accelerated Benefit Amount We paid exceeds the amount that was due under the Policy. If Accelerated Benefits have been overpaid, We will have the right to reduce future benefits under the Policy in the same claim until reimbursement is made. If no additional benefits are payable in the same claim, the Policyowner will be required to reimburse Us any amounts overpaid. Reimbursement must be made to Us no later than 12 months following the end of the Benefit Period.

**Berkshire Life Insurance Company of America**

Secretary

4203-E (01/10)

If we overpay benefits via the accelerated benefit endorsement, we will seek reimbursement of overpaid benefits. We may do this by reducing future benefits or by requiring the policyowner to reimburse us.

# Supplemental Overhead Expense Benefit Rider— Policy Form 4204

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

The rider provides additional coverage for total and partial disability benefits above and beyond the maximum monthly overhead expense benefit.

This coverage is available after satisfying the elimination period.

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

## ● SUPPLEMENTAL OVERHEAD EXPENSE BENEFIT RIDER

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

### DEFINITIONS

The Available Benefit definition in the Policy is replaced as follows:

#### Available Benefit

Available Benefit 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 Supplemental Overhead Expense Benefit

The Maximum Aggregate Benefit definition in the Policy is replaced as follows:

#### 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 Supplemental Overhead Expense Benefit.

The Supplemental Overhead Expense Benefit definition is added to the Policy as follows:

#### Supplemental Overhead Expense Benefit

The Supplemental 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

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

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

**Berkshire Life Insurance Company of America**

Secretary

4204 (01/10)

Unused supplemental benefits can be "carried forward" and may be available for use in the next month during the same claim.



# Future Increase Option Rider — Policy Form 4208-E

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

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

Options to purchase additional coverage occur each year during the option period until you are age 55 or all of the total increase option available has been issued.

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

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

## FUTURE INCREASE OPTION RIDER

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

### DEFINITIONS

The following definitions are added to the Policy:

**Increase Option**

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

**Increase Policy**

Increase Policy means the additional Maximum Monthly Overhead Expense Benefit issued under this rider.

**Option Date**

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

**Option Period**

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

**Special Option Date**

Special Option Date means a date that We declare for such purpose. We will issue only one Increase Policy as a result of a Special Option Date while the Policy and this rider are in effect.

**Special Option Period**

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

**Total Increase Option**

Total Increase Option means the total amount of Maximum Monthly Overhead Expense Benefit that may be issued under this rider. The Total Increase Option is shown in the Schedule Page.

### PROVISIONS RELATING TO FUTURE INCREASE OPTIONS

**Exercising an Increase Option During an Option Period**

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

**Exercising an Increase Option When Disabled**

Subject to the Conditions and Limitations provision of this rider, the Policyowner may exercise an Increase Option during an Option Period when You are Disabled.

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

4205 (01/10) CA

We may declare a special option date that can allow for an exercise at a time other than on regular option dates.

Ask your insurance advisor if we have declared any such dates.

An application for option exercise may be submitted to us even if you are disabled.

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

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

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

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

**Exercising an Increase Option on a Special Option Date**

The Policyowner may apply for an Increase Policy on a Special Option Date if:

- You are at work Full Time;
- benefits are not being paid under the Policy; and
- You are not Disabled.

Each Increase Policy applied for during a Special Option Period will be underwritten based on Our underwriting rules then in use, or those in effect on the Effective Date of the Policy, whichever are more favorable to the Policyowner, to determine the total amount of allowable Maximum Monthly Overhead Expense Benefit, if any, available to the Policyowner.

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, the Policyowner forfeits the Increase Option on the next Option Date.

**Proof of Insurability**

When the Policyowner exercises an Increase Option, evidence of Your Covered Overhead Expenses, employment, and all other disability insurance with any insurer that is in force, has been applied for, or for which You are eligible by reason of Your employment must be provided. We may require additional evidence of financial insurability, as necessary. Evidence of Your medical insurability or occupation does not have to be provided.

**Total Amount of Additional Benefit You Can Apply For**

Until You attain Age 45, the Policyowner may apply for all or part of the remaining Total Increase Option. On or after Your Age 45 the Policyowner may apply for:

- up to one-third of the original Total Increase Option; or
- the remaining Total Increase Option if it is less than \$1,000.

**Conditions and Limitations**

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

- We must receive a written application for an Increase Policy during an Option Period or Special Option Period.
- Each Increase Policy applied for during an Option Period or a Special Option Period will be underwritten based on Our underwriting rules then in use, or those in effect on the Effective Date of the Policy, whichever are more favorable to the Policyowner, to determine the total amount of allowable Maximum Monthly Overhead Expense Benefit, if any, available to the Policyowner. Evidence of Your Covered Overhead Expenses, employment, and all other disability insurance with any insurer that is in force, which has been applied for, or for which You are eligible by reason of Your employment must be provided. We may require additional evidence of financial insurability, as necessary. Evidence of Your medical insurability or occupation does not have to be provided.
- The Increase Policy may either be added to the Policy in the form of an Additional Monthly Benefit Rider or will be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live. Any Increase Policy approved during a period of Disability or while benefits are being paid will only be issued on a separate policy form.

4205 (01/10) CA

Until age 45, the entire total increase option (or whatever remains, if less) may be applied for during any option period or declared special option period.

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

After age 45, up to one third of the original total increase (or whatever remains, if less) may be applied for during any option period or declared special option period. If the remaining total increase option is less than \$1,000, then this "one-third" rule is not applicable and the entire remaining amount may be applied for.

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

Premiums for any increase we issue will be based on your age at the time the additional coverage is issued. Your class of risk and occupation class will not be less favorable. You may even qualify, subject to adequate proof, for a more favorable classification.

- The Increase Policy cannot have a shorter Elimination Period or a longer Benefit Period than the Policy to which this rider is attached.
- We will not issue an Increase Policy of less than \$500 unless it is for the remaining Total Increase Option.
- The Increase Policy may not include the same provisions and benefits as the Policy to which this rider is attached. The Increase Policy may only include those benefits that are part of the Policy to which this rider is attached if We are then offering such benefits to new applicants.
- The premium for each Increase Policy will be based on the following factors:
  - the rates in effect on the date of issue of the Increase Policy;
  - the Increase Policy amount;
  - Your Age and gender on the date of the issue of the Increase Policy;
  - the Class of Risk and Occupation Class of the Policy to which this rider is attached;
  - any special class rating that applies to the Policy to which this rider is attached; and
  - the policy form of the Increase Policy.

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

If the Policyowner submits to Us satisfactory evidence that Your Class of Risk or Occupation Class on the Effective Date of the Increase Policy is more favorable to You than it was when the Policy went into effect, then We will apply the more favorable risk classification to the Increase Policy. Any Increase Policy approved with a more favorable Class of Risk or Occupation Class will only be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live.

- Conditions that are excluded by name or specific description under the terms of the Policy to which this rider is attached will be excluded under the Increase Policy.
- In order for an Increase Policy to become effective, We must receive the first premium unless premiums are then being waived because You are Disabled or benefits are being paid under the Policy.

**Premium and Renewal**

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

**Termination**

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

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

**Berkshire Life Insurance Company of America**



Secretary

4205 (01/10) CA

# Additional Monthly Benefit Rider — Policy Form 4208-E

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

We may issue more monthly overhead expense benefit due to a successful exercise of the Future Increase Option Rider via the Additional Monthly Benefit Rider. All policy features applicable to base policy coverage will also be applicable to coverage issued under this rider. When the Additional Monthly Benefit Rider is issued, a new Schedule Page with updated coverage will be provided.

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

## • ADDITIONAL MONTHLY BENEFIT RIDER

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

### PROVISIONS RELATING TO ADDITIONAL MONTHLY BENEFIT

This rider provides an additional Maximum Monthly Overhead Expense Benefit. The Issue Age, Maximum Monthly Overhead Expense Benefit and annual premium for this rider are shown in the Schedule Page and below.

Policy Number:

Insured:

Effective Date:

<u>Issue Age</u>	<u>Maximum Monthly Overhead Expense Benefit</u>	<u>Annual Premium</u>
99	\$99,999	\$99,999.99

The Elimination Period, Accumulation Period and Benefit Period are the same as the base policy.

#### Time Limit on Certain Defenses

(a) After two years from the Effective Date of this rider no misstatements, except fraudulent misstatements, made by You or the Policyowner in the application for this rider shall be used to void this rider or to deny a claim for loss incurred or Disability commencing after the expiration of such two-year period. (b) No claim for loss incurred or Disability commencing after two years from the Effective Date of this rider 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 coverage of this rider.

In the event of a reinstatement, after two years from the date of reinstatement, no misstatements, except fraudulent statements, made by You or the Policyowner 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.

#### Termination

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

- You attain Age 65 except as provided in the Conditional Right To Renew After Age 65 provision;
- the premium for this rider remains unpaid for more than 31 days;
- We receive the Policyowner's written request to terminate this rider; or
- the Policy terminates.

Berkshire Life Insurance Company of America



Secretary

4206 (01/10) – FIO CA

# Automatic Benefit Enhancement Rider — Policy Form 4208-E

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

The Automatic Benefit Enhancement Rider provides up to five annual increases to coverage without any evidence of insurability. If you are disabled, however, an automatic increase is not available. The Automatic Benefit Enhancement Rider is available at no charge. Premiums, however, are necessary for each increase that is issued.

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

## ● AUTOMATIC BENEFIT ENHANCEMENT RIDER

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

### DEFINITIONS

The following definitions are added to the Policy:

#### **Automatic Increase**

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

#### **Automatic Increase Rate**

The Automatic Increase Rate is shown in the Schedule Page.

#### **Indexed Maximum Monthly Overhead Expense Benefit ●**

The Indexed Maximum Monthly Overhead Expense Benefit is the Maximum Monthly Overhead Expense Benefit of the Policy, including any Automatic Increases that We have issued, but excluding any Maximum Monthly Overhead Expense Benefit issued under an Additional Monthly Benefit Rider.

#### **Rider Review Date**

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

### PROVISIONS RELATING TO AUTOMATIC BENEFIT ENHANCEMENT

#### **Automatic Benefit Enhancement**

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

- On each Policy Anniversary, unless the Policyowner refuses, We will increase the Maximum Monthly Overhead Expense Benefit by the Automatic Increase.
- No Automatic Increase will be made which will cause the Maximum Monthly Overhead Expense Benefit to exceed the amount of allowable Coverage, if any, available based on Our underwriting rules in effect at the time of increase or on the Effective Date of the Policy, whichever are more favorable to the Policyowner.
- We will not require any evidence of insurability for an Automatic Increase to take effect.
- Each Automatic Increase that is accepted will remain in effect for as long as the Policy is in force and the premium is paid.
- The premium for each Automatic Increase will be based on the following factors:
  - the rates in effect on the date of issue of the Automatic Increase;
  - the Automatic Increase amount;
  - Your Age and gender on the date of issue of the Automatic Increase;
  - the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
  - any special class rating that applies to the Policy to which this rider is attached.

Each increase is calculated based on a 4% annual compounding of the base policy's monthly overhead expense benefit. Coverage issued under the Additional Monthly Benefit Rider is not eligible for this benefit.

4207 (01/10) CA

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

Increase may be refused by simply not paying the premium for the increase provided.

**Refusal of an Automatic Increase**

The Policyowner may refuse an Automatic Increase:

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

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

**Automatic Increases While Disabled or During a Suspension Period**

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

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

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

**Rider Renewal**

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

- another five Automatic Increases or the number of Automatic Increase between Your attained Age and Age 60, whichever is less; or
- the number of Automatic Increases which will not cause the Maximum Monthly Overhead Expense Benefit to exceed the amount of allowable Coverage, if any, available based on Our underwriting rules in effect at the time of increase or on the Effective Date of the Policy, whichever are more favorable to the Policyowner.

If the Policyowner applies to renew this rider, evidence of Your medical insurability, Covered Overhead Expenses, occupation, employment and other insurance in force, applied for, or for which You are eligible by reason of Your employment must be provided. We may require additional evidence of financial insurability to renew this rider.

The application to renew this rider will be underwritten in accordance with Our underwriting rules in effect at the time of increase or on the Effective Date of the Policy, whichever are more favorable to the Policyowner.

If benefits have been paid by Us under the Policy, this rider may not be renewed.

**Premium**

There is no premium for this rider.

**Termination**

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

- We do not renew this rider;
- You attain Age 60;
- the date of the Policyowner's refusal of a second consecutive Automatic Increase;
- any date on which the Maximum Monthly Overhead Expense Benefit equals or exceeds the amount of allowable Coverage, if any, available based on Our underwriting rules then in use, or those in effect on the Effective Date of the Policy, whichever are more favorable to the Policyowner;

Among other events, two consecutive option refusals will result in the termination of this rider.

4207 (01/10) CA

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

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

**Berkshire Life Insurance Company of America**



Secretary

4207 (01/10) CA

# Managerial Duties Endorsement — Policy Form 4208-E

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

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

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

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

**MANAGERIAL DUTIES ENDORSEMENT**

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

**DEFINITIONS**

The following definitions are added to the Policy:

**Managerial Duties**  
Managerial Duties mean Your administrative or managerial functions of Your Occupation, that do not involve Manual Duties.

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

**EXCLUSIONS AND LIMITATIONS**

The following exclusion is added to the policy:

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

**Berkshire Life Insurance Company of America**

Secretary

4208-E (01/10)

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



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

For applicants in the state of California, this endorsement will automatically be attached to the policy. This endorsement will also be included with all policies issued to Anesthesiologists, Anesthetists, Emergency Room Physicians, Nurse Anesthetists and Pain Management Physicians (except in Vermont).

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

**MENTAL AND/OR SUBSTANCE-RELATED DISORDERS ENDORSEMENT**

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

**DEFINITIONS**

The following definitions are added to the Policy:

**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 charges for such care;
- 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 institution or facility that is:

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

**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, including any complications thereof. This does not include dementia or cognitive impairment resulting from stroke, physical trauma, infections, or a form of senility or irreversible dementia such as Alzheimer's Disease, nor does it include substance abuse or dependency resulting from the use of controlled substances administered on the advice of a physician.

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

**LIMITATION**

The Policy is amended by adding the following limitation:

**Mental and/or Substance-Related Disorders Limitation**

Benefits for any Disability due to a Mental and/or Substance-Related Disorder will be paid for a period not longer than 24 months during Your lifetime. This 24-month limitation also applies to all rider benefits payable by virtue of Your Disability due to a Mental and/or Substance-Related Disorder. Any month in which a benefit is paid for a Mental and/or Substance-Related Disorder, regardless of whether paid under the base policy or any rider or both, will count toward the 24-month limitation.

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

4209-E (01/10) CA

If attached to the policy, this endorsement limits benefits due to mental and/or substance related disorders.

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

However, subject to the Benefit Period of the Policy and all other provisions of the Policy, We will continue to pay benefits as long as You are continuously confined in a Hospital for treatment of a Disability due to a Mental and/or Substance-Related Disorder, and You are under the regular Medical Care of a Physician.

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

**Berkshire Life Insurance Company of America**



Secretary

4209-E (01/10) CA

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

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

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



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