



Congratulations!

Guardian is pleased to offer you Individual Disability Insurance through your employer as part of your company-paid benefits. We worked closely with your employer, and they will fully fund the benefit's premium for you. Additionally, this benefit of protection is fully portable. Should you change employers in the future, you'll have the ability and right to take your coverage with you!

Taking the time to review your policy is important. While policy documents are in depth, they contain important information and should be kept safely stored with other personal documents you may need to refer back to in the future.

We look forward to providing you with this essential income protection. Some of the features and highlights of your policy include:

- **NON-CANCELLABLE AND GUARANTEED RENEWABLE** – This feature assures you that premium rates and policy provisions will not be changed as long as premiums are paid on a timely basis. Personal ownership of a non-cancellable and guaranteed renewable policy also means it is portable, so you can take it with you should you change employers.
- **ENHANCED PORTABILITY FEATURE** – With this feature, you have the one-time opportunity within 90 days of leaving your current employer to apply to increase your monthly benefit amount without evidence of medical insurability (up to the maximum allowable benefit under your company's offering).
- **CONDITIONALLY RENEWABLE AFTER AGE 65 OR 67** – This policy is conditionally renewable after age 65 or 67 as long as you are not disabled and you are working full time (at least 30 hours per week) for at least 10 months of the year.
- **DISCOUNTED PORTABLE COVERAGE** – Discounts issued with this policy are permanent and remain even if you change employers.

Should you have any questions regarding your policy, please contact our Claims and Policy Services customer service department at 1-800-819-2468. They are available to assist you Monday through Friday from 8:00 a.m. to 6:00 p.m. Eastern time. Thank you again for entrusting us with your income protection needs.

Sincerely,

Lawrence S. Hazzard
VP, Head of DI Product, Underwriting and Claims,
President of Berkshire Life



Individual disability income products underwritten and issued by Berkshire Life Insurance Company of America (BLICOA), Pittsfield, MA. BLICOA is a wholly owned stock subsidiary of The Guardian Life Insurance Company of America (Guardian), New York, NY. Product provisions and availability may vary by state.

Jon Jones
Care Dr.
Township FL 33400

POLICY NO: Z5876540

POLICY DATE: August 1, 2025

POLICY ISSUED BY:

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

700 South Street
Pittsfield, MA 01201

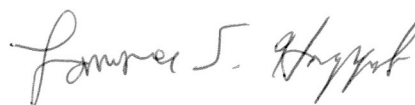
Berkshire Life Insurance Company of America
700 South Street • Pittsfield, Massachusetts 01201
1-800-819-2468

Disability Income Policy Non-Participating

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



Secretary



President

NONCANCELLABLE AND GUARANTEED RENEWABLE TO THE EXPIRATION DATE

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

CONDITIONAL RIGHT TO RENEW AFTER THE EXPIRATION DATE—PREMIUMS CAN CHANGE

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

The premium at each renewal will be based on Our premium rates in effect for Your Age, Class of Risk, Occupation Class, any special class rating under the Policy, and other factors We are using on a class basis at that time. We have the right to change such premiums on a class basis on any Policy Anniversary. We will provide at least 45 days' written notice of any change in premiums.

IMPORTANT NOTICE

Please read the copy of the application attached to the Policy. Carefully check the application and write to the company at 700 South Street, Pittsfield, MA 01201 within ten days, if any information shown on it is not correct and complete, or if any past medical history has been left out of the application. This application is a part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

NOTICE OF TEN-DAY RIGHT TO EXAMINE POLICY

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

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

 **Guardian®**

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Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1a

Insured: JON JONES
 Policyowner: JON JONES
 Loss Payee: JON JONES

Policy Number: Z45876540
 Policy Date: August 1, 2025

Policy Specifications for the Insured

Class of Risk:	Select	Gender:	Male
Occupation Class:	4	Premium Term:	Monthly

Disability Income Insurance Policy Coverage and Premium Summary

<u>Coverage</u>	<u>Benefit Amount</u>	<u>Annual Premium</u>
Disability Income Insurance Policy	\$3,600	\$2,588.04
Enhanced Partial Disability Benefit Rider		\$260.64
Enhanced Catastrophic Disability Benefit Rider	\$12,500	\$1,192.38
Occupational Rehabilitation, Modification and Access Benefits Endorsement		No Charge
<hr/>		
Annual premium before discounts and policy fee:	\$13,620	\$4,041.06
<u>Applicable Policy Discount</u>	<u>Discount Percent</u>	
Employee Multi-Life Discount	25.00%	
24 Month Mental and/or Substance-Related Disorders Limitation Discount	13.00%	
Select Risk Class Discount	25.00%	
Discounted Annual Premium before policy fee:		\$2,241.28
Annual Policy Fee:		\$30.00
Annual Premium after discounts and including policy fee:		\$2,271.28

The Policy is issued with the Level premium payment option. The level premium period will be to Age 67.

The Policy is issued with a Modified Own Occupation definition of Total Disability.

This Schedule Page replaces any previously issued Schedule Page.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1b

Insured: JON JONES
Policyowner: JON JONES
Loss Payee: JON JONES

Policy Number: Z5876540
Policy Date: August 1, 2025

About the Premiums

The premiums for the Policy are based on unisex rates.

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

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



For a Semiannual Premium Term:

A premium of \$1,169.71 must be paid every 6 months. This means an additional \$68.14 or 3.00% will be paid per year, or a total annualized premium of \$2,339.42.

For a Quarterly Premium Term:

A premium of \$596.55 must be paid every 3 months. This means an additional \$114.92 or 5.06% will be paid per year, or a total annualized premium of \$2,386.20.

For a Monthly Premium Term:

A premium of \$194.95 must be paid every month. This means an additional \$68.12 or 3.00% will be paid per year, or a total annualized premium of \$2,339.40.

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

A premium of \$194.95 must be paid every month. This means an additional \$68.12 or 3.00% will be paid per year, or a total annualized premium of \$2,339.40.

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

This Schedule Page replaces any previously issued Schedule Page.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1c

Insured: JON JONES
 Policyowner: JON JONES
 Loss Payee: JON JONES

Policy Number: Z5876540
 Policy Date: August 1, 2025

About the Policy Coverage

<u>Issue Age</u>	<u>Monthly Benefit</u>	<u>Elimination Period</u>	<u>Accumulation Period</u>	<u>Benefit Period</u>	<u>Expiration Date</u>	<u>Annual Premium</u>
39	\$3,600	90 Days	210 Days	To Age 67	08/01/2050	\$2,588.04

Enhanced Catastrophic Disability Benefit Rider Coverage Summary

<u>Issue Age</u>	<u>Catastrophic Disability Benefit</u>	<u>Catastrophic Disability Elimination Period</u>	<u>Catastrophic Disability Accumulation Period</u>	<u>Catastrophic Disability Benefit Period</u>	<u>Expiration Date</u>	<u>Annual Premium</u>
39	\$12,500	90 Days	210 Days	To Age 67	08/01/2050	\$1,192.38

Enhanced Partial Disability Benefit Rider Coverage Summary

<u>Issue Age</u>	<u>Rider Effective Date</u>	<u>Annual Premium</u>
39	08/01/2025	\$260.64

Mental and/or Substance-Related Disorders Benefit Limitation

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

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

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

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

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

This Schedule Page replaces any previously issued Schedule Page.

Berkshire Life Insurance Company of America, Pittsfield, MA

Schedule Page 1d

Insured:	JON JONES	Policy Number:	Z5876540
Policyowner:	JON JONES	Policy Date:	August 1, 2025
Loss Payee:	JON JONES		

About the Policy Benefit Period

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

For a To Age 67 Benefit Period:

If Disability begins

- Prior to age 60
- At or after age 60, but before age 61
- At or after age 61, but before age 62
- At or after age 62, but before age 63
- At or after age 63, but before age 64
- At or after age 64, but before age 65
- At or after age 65, but before age 75
- At or after age 75

The Benefit Period is

- To Age 67
- 84 Months
- 72 Months
- 60 Months
- 48 Months
- 36 Months
- 24 Months
- 12 Months



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Additional Coverage, if any, is shown in the Schedule Page and is described in the rider forms attached to the Policy. Please call Berkshire Life Insurance Company of America at 1-800-819-2468 to present inquiries, obtain information about coverage or request assistance in resolving complaints.

DEFINITIONS

Accumulation Period

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

Age

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

Benefit Period

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

Class of Risk

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

Coverage

Coverage means the benefits available under the Policy.

Disability or Disabled

Disability means Total Disability. Disabled means Totally Disabled.

Effective Date

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

Elimination Period

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

Expiration Date

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

Full Time

Full Time means at least 30 hours each week.

Gainfully Employed or Gainful Employment

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

Hospital

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

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

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

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



Income

Income means:

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

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

Unearned Income includes income from dividends, capital gains, interest (including tax exempt interest), rentals, royalties, alimony, investments, business interests as an inactive owner, and income received from deferred compensation plans, formal sick pay plans, retirement plans, or disability income policies.

Prior Income means Your average monthly Income for either the last 24 calendar months just prior to the date on which You became Disabled, or for the two calendar years with the highest earnings in the three calendar years just prior to the date on which You became Disabled, whichever is greater.

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

Business Expenses means the normal and customary business expenses that may be deducted from gross earned income for federal tax purposes for the period in which Income is being determined.

Prior Business Expenses means Your average monthly Business Expenses for the same period in which Your Prior Income is determined.

Loss of Income means the difference between Your Prior Income and Your Current Income. This difference will be considered a Loss of Income to the extent it is solely the result of the Injury or Sickness that caused Your Disability.

Injury

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

Issue Age

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

Loss Payee

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

Mental and/or Substance-Related Disorders

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

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

Monthly Benefit

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

Occupation Class

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

Physician

Physician means a person who is licensed by law in the state in which he or she practices as a Medical Doctor 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 and/or the Policyowner; or
- anyone related to You and/or the Policyowner by blood or marriage; or
- a member of Your and/or the Policyowner's household; or
- Your and/or the Policyowner's business or professional partner, employee or employer; or
- any person who has a financial affiliation or business interest with You and/or the Policyowner.

If Your Disability is due to a Mental and/or Substance-Related Disorder, the Physician must be a licensed psychiatrist or a licensed doctoral level psychologist.

**Policy**

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

Policyowner

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

Policy Anniversary

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

Policy Date

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

Pre-existing Condition

Pre-existing Condition means a physical or mental condition:

- that was misrepresented or not disclosed in the application; and
- for which You received professional medical advice, diagnosis or treatment within two years before the Effective Date; or
- that caused symptoms within one year before the Effective Date for which a prudent person would usually seek professional medical advice, diagnosis or treatment.

Premium Term

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

Sickness

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

Total Disability or Totally Disabled

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

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

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

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

We, Us, Our and Berkshire Life

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

You and Your

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

Your Occupation

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



PROVISIONS RELATING TO BENEFITS

Total Disability Benefit

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

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

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

Medical Care Requirement

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

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

Presumptive Total Disability Benefit

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

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

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

Fractional Month

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

Concurrent Disability

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

Recurrent Disability

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

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



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

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

New Benefit Period

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

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

Waiver of Elimination Period

We will waive the Elimination Period if:

- You become Disabled within five years after the end of a previous Disability; and
- the previous Disability lasted more than six months; and
- We paid benefits under the Policy for the previous Disability; and
- You remain continuously Disabled for at least for 30 days.

Transplant and Cosmetic Surgery

We will deem You to be Totally Disabled as a result of Sickness if You become Totally Disabled due to:

- the transplant of a part of Your body to another person more than six months after the Effective Date, or
- complications due to elective cosmetic surgery to improve Your appearance or correct a disfigurement, if the surgery occurs more than six months after the Effective Date.

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

Waiver of Premium Benefit

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

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

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

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

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

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

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

Hospice Care Benefit

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

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

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

PROVISIONS RELATING TO SUSPENSION

Suspension for Active Military Service

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

The Policy must be in force and premium must be paid to the date it is suspended. Active duty begins at 12:01 a.m. on the date You are obligated to appear for active duty and for which You will be paid for such duty. Acceptance of premium by Us while You are on active duty will not waive the suspension of the Policy. Any premium paid that applies on or after the date it is suspended will be refunded.

While the Policy is suspended:

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

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

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

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

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

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

Suspension During Unemployment

A suspension of the Policy may be requested if:

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

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

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

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



While the Policy is suspended:

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

The suspension will end at the earlier of:

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

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



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

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

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

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

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

ENHANCED PORTABILITY OPTION

For purposes of the Enhanced Portability Option, if You are the Policyowner and You are no longer employed by Your Employer, You have 90 days from the date of termination from Your Employer to apply for additional disability insurance under this provision. Your application for disability insurance will then be underwritten based on Our underwriting guidelines then in use, or those in effect on the Effective Date of the Policy, whichever are more favorable to You, to determine the total amount of allowable Maximum Benefit, if any.

Your Employer means the business or entity, or its successor, with whom You were Gainfully Employed on the Effective Date of the Policy.

Maximum Benefit means the total amount of disability insurance that You may be eligible for from Us without evidence of medical insurability on the date of termination from Your Employer.

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

You are only eligible to apply for additional disability insurance under this provision once during Your lifetime. If You have other disability insurance with Us that provides a similar provision when You leave Your Employer, We will only provide one such increase during Your lifetime. If You leave Your Employer and choose not to apply for additional disability insurance under this provision, You forfeit Your ability to apply at a later date under this provision.

You may not apply for additional disability insurance under this provision while You are Disabled.

We may add the additional disability insurance either to the Policy or on a separate policy form then being used by Us for new applicants on a regular basis in the place where You live. For purposes of this provision, new applicants are individuals who do not have any coverage in force with Us at the time of application.

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

- the additional disability insurance amount and any rider that is attached; and
- Your age on the date of issue; and
- the state and policy form; and
- the Class of Risk and Occupation Class under the Policy.

EXCLUSIONS AND LIMITATIONS

Exclusions

We will not pay benefits for any Disability:

- caused by, contributed to by, or which results from, military training, military action, military conflict, or war, whether declared or undeclared, while You are serving in the military or a military auxiliary unit, either active or reserve, or working for contracted military services, (collectively, "military-related service"); or
- for any period of time in which You are incarcerated or under court-ordered home confinement; or
- caused by, contributed to by, or which results from, Your commission of, or attempt to commit, a criminal offense as defined under local, state, or federal law; or
- caused by, contributed to by, or which results from, Your being engaged in an illegal occupation or professional misconduct; or
- caused by, contributed to by, or which results from, any suspension, revocation, restriction, inactivation, surrender, or the like, of Your professional or occupational license or certification; or
- caused by, contributed to by, or which results from, an intentionally self-inflicted injury; or
- due to any loss We have excluded by name or description.

For an insured who is not engaged in military-related service and becomes disabled as the result of an act of terrorism, We will not exclude coverage due to such terrorism, unless the insured was involved in implementing, or participating in, such terrorism.

Limitation While Outside the United States or Canada

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

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

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

Pre-existing Condition Limitation

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

Mental and/or Substance-Related Disorders Benefit Limitation

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

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

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

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

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

PROVISIONS RELATING TO CLAIMS

Authorization

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

Notice of Claim

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

Claim Forms

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

Proof of Loss

You must provide Us with written proof of loss at Our home office for any loss within 90 days after the end of each monthly period for which benefits are claimed. All losses must occur while the Policy is in force.

We can require any proof that We consider necessary to evaluate Your claim. Such proof may include, but is not limited to, medical records, employment records, business records, evidence of Your Prior Income and Current Income, financial records, and any other information necessary for Us to evaluate Your claim.

If You cannot give Us written proof of loss within the prescribed time, We will not deny or reduce Your claim if You give Us written proof of loss as soon as reasonably possible. Under no circumstance will We pay benefits if written proof of loss is delayed for more than one year, unless You have lacked legal capacity.

Payment of Claim

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

If any benefit of the Policy becomes payable to a person not competent to give a release, We may pay such benefit, up to \$3,000, to a relative by blood or marriage of such person We deem appropriate. Any payment made in good faith under this provision will fully discharge Us to the extent of such payment.

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

Overpayment of Benefits

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

Time of Claim Payment

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

Examinations

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

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

You must meet with Our representative for a personal interview or review of records at such time and place, and as frequently, as We reasonably require. Upon Our request, You must provide appropriate documentation.

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



Responsibility to Cooperate and Obtain Appropriate Medical Care

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

PROVISIONS RELATING TO PREMIUM AND RENEWAL

Premium

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

Grace Period

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

Premium Term Changes

The Policyowner may submit a written request to Our home office to change the Premium Term. On request, and subject to Our approval, premiums may be paid annually or on a periodic basis. As shown in the Schedule Page, the Premium Terms available are annual, semiannual, quarterly, or monthly. Any change to the Premium Term will begin with the next premium due date. We will not allow any change that would result in any premium not being due on a Policy Anniversary.

Conditional Renewal After The Expiration Date

After the Expiration Date, the Policy may be conditionally renewed on each Policy Anniversary, if:

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

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

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

The premium at each renewal will be based on Our premium rates in effect for Your Age, Class of Risk, Occupation Class, any special class rating under the Policy, and other factors We are adding on a class basis at that time. We have the right to change such premiums on a class basis on any Policy Anniversary. We will provide at least 45 days' written notice of any change in premiums.

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

Cancellation by the Policyowner

The Policyowner may cancel the Policy at any time by written notice to Us, effective upon receipt or on such later date as may be specified in such notice. In the event of cancellation, We will promptly refund all premiums paid for any period after the date of cancellation.

Reinstatement

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

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

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

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

GENERAL CONTRACT PROVISIONS

Consideration

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

When the Policy is Effective

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

The Contract

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

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

Time Limit on Certain Defenses

After two years from the Effective Date of the Policy no misstatements, except fraudulent misstatements, contained in the application will 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.

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

In the event that any Coverage or rider is added to the Policy after the date the Policy takes effect, after two years from the date that such Coverage or rider takes effect, no misstatements, except fraudulent misstatements, contained in the application will 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.

Termination of the Policy

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

- the premium for the Policy remains unpaid at the end of the grace period; or
- the premium for the Policy remains unpaid for more than 90 days after the end of a suspension for active military service or a suspension for unemployment; or

- Our receipt of the Policyowner's written request to terminate the Policy; or
- the Expiration Date, unless the Policy is conditionally renewed; or
- Your death.

Conformity with State Laws

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

Legal Actions

No one can bring an action at law or in equity under the Policy until 60 days after written proof of loss, as required by the Proof of Loss provision under the Policy, has been furnished. In no case can an action be brought against Us after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

Misstatements of Age

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

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

Assignment

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

Waiver of Policy Provisions

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



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

ENHANCED PARTIAL DISABILITY BENEFIT RIDER

This rider is a part of the Policy to which it is attached. All provisions of the Policy apply to this rider and remain the same except where We change them by this rider. Please call Berkshire Life Insurance Company of America at 1-888-482-7342 to present inquiries, obtain information about coverage or request assistance in resolving complaints.

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

DEFINITIONS

CPI-U

CPI-U means the Consumer Price Index for All Urban Consumers, or any later replacement for it, as published by the Bureau of Labor Statistics of the United States Department of Labor.

Current Index Month

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

Disability or Disabled

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

Enhanced Return to Work Monthly Benefit

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

Monthly Partial Benefit

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

Original Index Month

Original Index Month means the calendar month 90 days before the date on which You were first Disabled in the same claim.

Partial Disability or Partially Disabled

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

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

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

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

Review Date

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

PROVISIONS RELATING TO PARTIAL DISABILITY

Partial Disability Benefit

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

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

For each month of the first 12 months that You are eligible for a Partial Disability benefit in the same claim, We will pay an Enhanced Return to Work Monthly Benefit. The Enhanced Return to Work Monthly Benefit is equal to Your Loss of Income less any individual disability insurance benefits You are receiving, from Us and all other insurance companies, on policies that are in force on or before the Effective Date of this rider. The Enhanced Return to Work Monthly Benefit will not be less than 50% of the Monthly Benefit. In no event will the Enhanced Return to Work Monthly Benefit exceed the Monthly Benefit.

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

The Monthly Partial Benefit will be determined by the formula (a) divided by (b) multiplied by (c), where:

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

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

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

Recovery

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

Adjustment of Prior Income and Prior Business Expenses

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

The adjustment to Prior Income and Prior Business Expenses may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. We will make no change that would reduce Prior Income or Prior Business Expenses below what they were at the start of claim.

We will adjust the Prior Income and Prior Business Expenses on each Review Date, while a Partial Disability benefit is payable, until the first of the following occurs:

- The Benefit Period ends; or
- This rider terminates.

Proof of Loss

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

Premium and Renewal

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

TERMINATION

Termination of the Partial Disability Benefit

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

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



Termination of Enhanced Partial Disability Benefit Rider

This rider terminates when the first of the following occurs:

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

We will provide the Policyowner with at least 45 days advance written notice of termination of this rider.

Berkshire Life Insurance Company of America

A handwritten signature in black ink that reads "Sean D. Quinn".

Secretary

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

ENHANCED CATASTROPHIC DISABILITY BENEFIT RIDER

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

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

DEFINITIONS

Activities of Daily Living

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

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

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

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

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

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

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

Catastrophic Disability or Catastrophically Disabled

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

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

Catastrophic Disability Accumulation Period

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

Catastrophic Disability Adjustment Factor

Catastrophic Disability Adjustment Factor is equal to 1.03.

Catastrophic Disability Benefit

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

Catastrophic Disability Elimination Period

Catastrophic Disability Elimination Period is the number of days You must be Catastrophically Disabled before

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

Catastrophic Disability Benefit Period

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

Catastrophic Disability Review Date

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

Cognitive Impairment or Cognitively Impaired

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



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

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

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

Disability or Disabled

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

Human Standby Assistance

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

Irrecoverable Disability or Irrecoverably Disabled

Irrecoverable Disability or Irrecoverably Disabled means that, even if You are Gainfully Employed, Injury or Sickness results in Your total, complete, and irrecoverable loss of:

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

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

Maximum Monthly Catastrophic Disability Benefit

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

PROVISIONS RELATING TO CATASTROPHIC DISABILITY BENEFIT

Catastrophic Disability Benefit

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

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

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

Cost of Living Adjustment of the Catastrophic Disability Benefit

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

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

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

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

Irrecoverable Disability Benefit

If You are Irrecoverably Disabled, We will pay benefits as follows:

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

Premium and Renewal

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

TERMINATION

Termination of the Catastrophic Disability Benefit

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

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

Termination of Enhanced Catastrophic Disability Benefit Rider

This rider terminates when the first of the following occurs:

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

Berkshire Life Insurance Company of America



Secretary

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

OCCUPATIONAL REHABILITATION, MODIFICATION AND ACCESS BENEFITS ENDORSEMENT

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

The Policy is hereby amended by adding the following:

Occupational Rehabilitation Benefit

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

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

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

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

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

Modification and Access Benefit

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

Berkshire Life Insurance Company of America



Secretary

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

PRE-EXISTING CONDITION LIMITATION ENDORSEMENT

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

The definition of Pre-existing Condition in the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Pre-existing Condition

Pre-existing Condition means a physical or mental condition:

- for which You received professional medical advice, diagnosis, or treatment; or
- for which You have undergone diagnostic procedures, including self-administered procedures; or
- for which You have taken medication or prescribed drugs; or
- that caused symptoms for which a prudent person would usually seek medical advice, diagnosis or treatment.

A Pre-existing Condition is limited to the 12-month period immediately prior to the Effective Date.

The definition of Injury in the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Injury means accidental bodily injury that causes a Disability to begin on or after the Effective Date and while the Policy is in force and that is not contributed to by Sickness.

The definition of Sickness in the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Sickness means an illness or disease that causes a Disability to begin on or after the Effective Date and while the Policy is in force.

The Pre-existing Condition Limitation provision in the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Pre-existing Condition Limitation

We will only pay benefits for a Disability or other loss caused by, contributed to by, or resulting from, a Pre-existing Condition if, on the date of Your Disability or other loss, the Policy has been continuously in effect for at least 12 months since its Effective Date.

For any Coverage added to the Policy, We will only pay or adjust benefits for a Disability or other loss caused by, contributed to by, or resulting from, a Pre-existing Condition if the Coverage has been continuously in effect for at least 12 months since its Effective Date.

The Time Limit on Certain Defenses provision of the Policy to which this Endorsement is attached is hereby deleted and replaced as follows:

Time Limit on Certain Defenses

After two years from the Effective Date of the Policy no misstatements, except fraudulent misstatements, contained in the application will 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.

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

In the event that any Coverage or rider is added to the Policy after the date the Policy takes effect, after two years from the date that such Coverage or rider takes effect, no misstatements, except fraudulent misstatements, contained in the application will 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.

Berkshire Life Insurance Company of America

Sean D. Quinn

Secretary



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

TOTAL DISABILITY ENDORSEMENT

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

The definition of Total Disability or Totally Disabled on page numbered six in the Policy, to which this Endorsement is attached, is hereby deleted and replaced as follows:

Total Disability or Totally Disabled

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

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

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

Berkshire Life Insurance Company of America

A handwritten signature in dark ink, appearing to read "Sean D. Quinn". The signature is written in a cursive, flowing style.

Secretary

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

AUTOMATIC BENEFIT INCREASE ENDORSEMENT

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

The Policy is hereby amended by adding the following:

Automatic Increase

Automatic Increase means the increase in Monthly Benefit that takes effect under the terms and conditions of this endorsement unless the Policyowner refuses it.

Periodic Automatic Increases

On a periodic basis, an Automatic Increase may be available, as determined by Us, based on the following:

- Our program with Your Employer; and
- information provided to Us by Your Employer; and
- whether You are Gainfully Employed Full Time with Your Employer; and
- whether You are Disabled; and
- Your Income from Your Employer.

If We determine that an Automatic Increase is available, We will notify the Policyowner in writing with the following information:

- the amount of the Automatic Increase; and
- the premium associated with the Automatic Increase; and
- the date the Automatic Increase takes effect.

Our notification will be at least 45 days prior to the date the Automatic Increase takes effect. Unless the Policyowner refuses it, the Automatic Increase will be added to the Policy. There will be additional premium for the Automatic Increase. The additional premium will be based on Our premium rates in effect as of the date the Automatic Increase takes effect, the Automatic Increase amount, Your Age, Class of Risk, and Occupation Class.

Refusal or Termination of an Automatic Increase

The Policyowner may refuse an Automatic Increase by submitting to Us a written refusal within 30 days of the date of Our notification.

The Policyowner may terminate an Automatic Increase at any time by providing Us with a written request. The termination will be effective upon Our receipt of the Policyowner's written request. Any premium paid that applies on or after the date an Automatic Increase is terminated will be refunded.

Terms and Conditions for an Automatic Increase to Take Effect

An Automatic Increase will only take effect if, on the date of Our notification, You satisfy all of the following:

- You are Gainfully Employed Full Time with Your Employer; and
- You are not Disabled; and
- Your Income from Your Employer qualifies You for the Automatic Increase.

If one or more of these conditions are not met, no Automatic Increase will take effect, and We will refund any premiums paid for such Automatic Increase.

Berkshire Life Insurance Company of America



Secretary

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**Pages 39-43 are copies of the
completed application.
Removed from sample policy.**

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*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.*



The Guardian Corporate Family includes:

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| • The Guardian Life Insurance Company of America | • Berkshire Life Insurance Company of America | • The Guardian Insurance & Annuity Company, Inc. |
| • Guardian Investor Services, LLC | • Hanover Acquisition LLC | • First Commonwealth, Inc. |
| • Park Avenue Life Insurance Company | • Family Service Life Insurance Company | • Innovative Underwriters, Inc. |
| • Premier Access Insurance Company | • Managed DentalGuard, Inc. | • Sentinel American Life Insurance Company |
| • Access Dental Plan | • Avesis Insurance Incorporated | |

At Guardian, we value every aspect of our relationship with you, and nothing could be more important to that relationship than maintaining your trust and confidence. We take our responsibility to protect your personal information very seriously. The purpose of this notice is to make you aware of our policies and procedures for collecting, disclosing, and safeguarding the information that our current and former customers provide to us.

We collect the personal information of our customers from the following sources:

- Applications or other forms, such as policies, where we obtain items such as your name, date of birth, etc.;
- Your transactions with us and our affiliates, such as premium payments;
- Consumer reporting agencies and other similar sources relating to creditworthiness; and
- Our internet websites, where we capture items that you provide when you fill out forms.

To better serve you, the law provides for the disclosure of certain information we collect as follows:

- With affiliates to administer your policy or account, or to give you information about other products and services that may be of interest to you. We may also share non-credit-related information with affiliates to develop marketing programs. We may do this without obtaining prior authorization and the law does not allow customers to restrict these disclosures.
- We may also share your information with our affiliates about your transactions and experiences with us, such as payment history.
- With your agent, broker, or representative in order to service your policy or account.
- With non-affiliates in order to administer your policy or account or to administer our business.
- With non-affiliates with whom we have a joint marketing agreement, such as other financial companies, in order to send you information about products and services. We require all non-affiliates to keep your information confidential. We do not share your information with non-affiliates for any reason other than those stated above.

We may also share your information if the law permits or requires sharing, such as during the investigations of public authorities.

IMPORTANT: WHY YOU ARE RECEIVING THIS NOTICE

We are required by federal law to provide this notice upon the establishment of our relationship with you; furthermore, we must provide this notice annually so long as you have a policy, contract or other type of account with one or more of the entities listed in the Guardian Corporate Family. This requirement applies regardless of whether or not we share any of your information.

CONFIDENTIALITY AND SECURITY

Under federal law, certain disclosures may require us to allow you to “opt-out” (i.e. allow you the option to prohibit certain types of information sharing). If we are considering a disclosure that would trigger your right to opt-out, we will allow you to do so before your information is shared.

Any health information collected by us requires you to complete a separate authorization. We will not disclose your health information to anyone without your authorization, unless the law permits or requires us to do so.

Access to your personal information is restricted to only those Guardian employees who need it to perform the services required of your policy or account. We have physical, electronic, and procedural safeguards that comply with applicable federal and state regulations to keep your personal information safe. If you decide to end your relationship with a member of the Guardian Corporate Family, or if your policy or account becomes inactive for some other reason, we will continue to treat and safeguard your information as described in this notice.

The accuracy of your information is important to us. You have the right to access and to seek correction of your information. You also have the right to request a record of any subsequent disclosures of your information. You may contact us at the address below to receive more information regarding these rights or to receive a more detailed explanation of our privacy policies.

Visit us at <http://www.guardianlife.com/Privacy-Policy> where Group planholders may also access Guardian’s HIPAA Privacy Policy; paper copies are available upon request. We ask that Group planholders share this information with their plan participants.

