

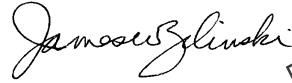
This is a specimen policy, subject to modification in certain states.

Berkshire Life Insurance Company of America
700 South Street • Pittsfield, Massachusetts 01201
413-499-4321

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



David L. Kalib, CLU
Secretary



James W. Zilinski, CLU
President

When used in this policy, the words *we, us, our,* and *Berkshire Life* mean the Berkshire Life Insurance Company of America; the words *you* and *your* mean the insured, who is named on the Policy Schedule page.

NONCANCELLABLE AND GUARANTEED RENEWABLE TO AGE 65 WITH RIGHT OF CONTINUATION TO AGE 75

This policy is issued in consideration of the written application and the payment of premiums as provided. The policy and the application make up the entire contract. Subject to the terms of this policy, we insure the owner against loss resulting from your total disability as defined in this policy.

PRE-EXISTING CONDITIONS EXCLUDED

For a two-year period following the effective date of coverage under the policy, no benefits will be paid for any disability resulting from any injury or sickness which existed or occurred prior to the effective date. Such pre-existing condition will only be covered from the effective date of this policy if it is fully disclosed on the application for insurance and we have not excluded that condition by rider.

NOTICE OF TEN DAY RIGHT TO EXAMINE POLICY

The owner may return this policy within ten days after it is received, by delivering or mailing it to our home office or to any authorized agent. When we receive the policy, it will be deemed void from the beginning. Any premium paid on it will be refunded at that time.

Professional Overhead Expense Policy

Non-Participating

4100 (06/01)

*Berkshire Life Insurance Company of America is a subsidiary of
The Guardian Life Insurance Company of America, NY, NY*

Prior to age 65 we cannot cancel this policy or raise the premiums.

We cover disabilities resulting from sickness or injury.

Policy Schedule

INSURED: JOHN Q. BERKSHIRE
AGE: 35
POLICY NUMBER: OE 99999
POLICY DATE: 1 MAY 1998
MAXIMUM MONTHLY OVERHEAD EXPENSE BENEFIT: \$10,000
WAITING PERIOD: 30 DAYS
MAXIMUM INDEMNITY PERIOD: 12 MONTHS

May also be 60 or 90 days.

May also be 18 or 24 months.

PREMIUM SUMMARY

	PRIOR TO AGE 65
ANNUAL PREMIUM FOR OVERHEAD EXPENSE BENEFIT	\$1,174.20
ANNUAL PREMIUM FOR SUPPLEMENTARY BENEFITS	\$140.76
TOTAL ANNUAL PREMIUM*	\$1,314.96

A discount is available if the insured does not use tobacco.

THIS AND FUTURE PREMIUMS INCLUDE THE NO TOBACCO USE RISK CLASSIFICATION.

PREMIUMS FOR THE POLICY WILL BE REDUCED WHEN PREMIUMS FOR ANY SUPPLEMENTARY BENEFITS ARE NO LONGER PAYABLE. PREMIUMS AFTER AGE 65 ARE SUBJECT TO THE COMPANY'S RIGHT TO CHANGE RATES AND THE PREMIUM MAY REASONABLY BE EXPECTED TO INCREASE AT AGE 65.

SUPPLEMENTARY BENEFITS

ANNUAL PREMIUMS	YEARS PAYABLE	MAXIMUM INDEMNITY PERIOD	BENEFIT AMOUNT
\$128.80	30	12 MONTHS	VARIES
\$ 11.96	20	12 MONTHS	\$1,000

SUPPLEMENTARY BENEFITS:

RESIDUAL OVERHEAD EXPENSE BENEFITS
FUTURE PURCHASE OPTION

Optional riders

Provides benefits if the insured is partially disabled.

Right to purchase more coverage as business expenses increase.

*MODAL PREMIUMS (FIRST YEAR):

FIRST YEAR ANNUAL PREMIUM IS \$000.00. THIS INCLUDES A \$00.00 POLICY FEE.

- IF YOU CHOSE A SEMI-ANNUAL PREMIUM YOU WILL PAY \$00.00 EVERY 6 MONTHS. THIS MEANS YOU ARE PAYING AN ADDITIONAL \$00.00 OR ### PER YEAR, OR A TOTAL ANNUALIZED PREMIUM OF \$00.00.
- IF YOU CHOSE A QUARTERLY PREMIUM YOU WILL PAY \$00.00 EVERY 3 MONTHS. THIS MEANS YOU ARE PAYING AN ADDITIONAL \$00.00 OR ### PER YEAR, OR A TOTAL ANNUALIZED PREMIUM OF \$00.00.
- IF YOU CHOSE A MONTHLY PREMIUM YOU WILL PAY \$00.00 EVERY MONTH. THIS MEANS YOU ARE PAYING AN ADDITIONAL \$00.00 OR ### PER YEAR OR A TOTAL ANNUALIZED PREMIUM OF \$00.00.
- IF YOU CHOSE AN AUTOMATIC PAYMENT PLAN PREMIUM YOU WILL PAY \$00.00 EVERY MONTH. THIS MEANS YOU ARE PAYING AN ADDITIONAL \$00.00 OR ### PER YEAR OR A TOTAL ANNUALIZED PREMIUM OF \$00.00.

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

THE ADDITIONAL CHARGE THAT IS ADDED FOR PAYING IN INSTALLMENTS WILL REMAIN THE SAME FOR THE LIFE OF THE POLICY. MODAL PREMIUMS DO NOT REFLECT ALL DISCOUNTS YOU MAY QUALIFY FOR.

LICENSED RESIDENT AGENT'S COUNTERSIGNATURE

(IN STATES WHERE REQUIRED)

THIS POLICY IS IN A STANDARD PREMIUM CLASS
FORM 4100 (06/01)

PROFESSIONAL
OVERHEAD EXPENSE POLICY

Table of Contents

This policy contains the following provisions in the order listed:

Non-Cancellable and Guaranteed Renewable	front cover
Pre-Existing Conditions Excluded	front cover
Notice of Ten-Day Right to Examine Policy	front cover
Policy Schedule.....	1
Table of Contents	3
Definitions.....	5
Non-Cancellable and Guaranteed Renewable to Age 65	6
Right of Continuation to Age 75	6
Overhead Expense Total Disability Benefit	6
Extension of Benefits	7
Recurrent Disabilities	7
Waiver of Premium.....	7
Rehabilitation.....	7
Concurrent Disabilities	7
Entire Contract; Changes.....	7
Incontestable	7
Grace Period	8
Reinstatement	8
Nonduplication of Benefits	8
Notice of Claim.....	8
Claim Forms	8
Proofs of Loss	8
Time of Payment of Claims	8
Payment of Claims	9
Physical Examination	9
Legal Actions.....	9
Misstatement of Age	9
Conformity with State Statutes.....	9
Payment of Premiums	9
Military Service.....	9
Assignments.....	10
Endorsements	inside back cover

Definitions

Whenever they are used in this policy, the following words are defined as they are set forth below:

covered overhead expenses

means the normal, necessary and customary charges that you incur in the continued operation of your professional practice; in the event of a joint occupancy, this term means that part of such charges incurred for which you are responsible. These charges include:

- rent
- electricity
- telephone
- heat
- water
- laundry
- salaries of employees who are not members of your profession
- real estate taxes
- interest on debt
- depreciation or scheduled installment payments of principal of debt. The owner must choose at the time a claim begins whether to claim depreciation or payment of principal of debt for the insured's professional practice. The choice can be made only once for each separate disability. 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.
- rent or lease expense of furniture, equipment or other assets used in your professional practice.
- and such other fixed expenses as are normal, necessary, and customary in the conduct of your professional practice.

If, following the onset of your total disability, a member of your profession is hired to perform duties previously performed by you, 80% of the salary paid by you to such individual will be considered a covered overhead expense. Such salary will not be considered for more than six months; nor will it be considered if such individual has an ownership interest in your practice.

Covered overhead expenses do not include any salary, fees, drawing account, or other remuneration for you or any member of your profession (except as described above); nor do they include any such compensation for a member of your immediate family who was not a full-time paid employee continuously during the 60 days immediately prior to your total disability.

Nor do covered overhead expenses include the cost of goods or merchandise of any nature; the cost of implements of your profession; or premiums waived due to your disability.

immediate family

means the insured's spouse, father, mother, brother, sister, son and daughter, and also the spouse of any of these relatives.

owner

means the person or business organization named as such in the application, unless changed.

waiting period

means the number of days after the start of each period of total disability for which no benefit for covered overhead expenses is to be paid (See the Policy Schedule page). The waiting period with respect to normal pregnancy shall be the greater of 90 days or the number of days stated in the Policy Schedule. For purposes of satisfying the waiting period, you must be totally disabled either: continuously for the number of days required; or in successive periods which total the number of days required. Provided, however, that, for this purpose, successive periods of total disability must be separated by not more than six months, and must result from the same cause or causes.

injury

means an accidental bodily injury that is sustained while this policy is in force.

Large number of covered expenses.

Covered expenses include 80% of the salary of a person hired as your replacement during your total disability.

These expenses are not covered.

Benefits begin to accrue after the waiting period. You will not have to resatisfy the waiting period for related disabilities separated by less than six months.

maximum indemnity period

means the period of time so designated on the Policy Schedule page for which a benefit for covered overhead expenses is to be paid during any period of total disability. Such indemnity will not be paid beyond the policy anniversary that falls on or most nearly follows your sixty-fifth birthday, except as is provided in this policy.

maximum monthly overhead expense benefit

is the amount so designated on the Policy Schedule page.

physician

means a legally qualified physician or surgeon who is acting within the scope of his or her license, other than the insured, or a member of the insured's immediate family, or an employee, partner or co-owner of the owner.

sickness

means a sickness, disease or pregnancy which is first diagnosed or treated while this policy is in force. A condition for which you have sought medical attention will be among those considered to have been treated.

total disability or totally disabled

means you are unable to perform the material and substantial duties of your occupation, and you require the regular attendance of a physician; such disability must be the result of an injury or sickness.

your occupation

means the occupation in which you are engaged immediately preceding the onset of disability.

Non-Cancellable and Guaranteed Renewable to Age 65

Until the policy anniversary that falls on or most nearly after your sixty-fifth birthday, there is only one condition for the renewal of this policy: the premiums must be paid as is required in this policy. Before such anniversary, and while this policy is kept in full force, we cannot cancel the policy; nor can we increase the premiums (the amount of premium is shown on the Policy Schedule page), reduce benefits because of a change to a more hazardous occupation; or add any restrictive riders to this policy.

Right of Continuation to Age 75

The owner may keep this policy in force for not more than ten years after the policy anniversary that falls on or most nearly after your sixty-fifth birthday. For the owner to do so, you must be continuously and actively engaged in your occupation or business on a full-time basis. You must also be responsible for the expenses of running a business. The owner must make periodic payment of the premiums at our applicable rates; applicable rates are those which are in effect for you on the premium due dates. We may change these rates at any time after age 65.

We reserve the right to require proof from time to time after you have reached age sixty-five that you have continued to be actively engaged in your occupation or profession; we may also require proof that you are responsible for the expenses of running an office. If you cease to be so employed, the policy will terminate as of the date that such employment ceases. If a premium for any period that is not covered by this policy is paid to us after you reach age sixty-five, coverage under this policy will continue until the end of the period for which such premium was accepted.

Overhead Expense Total Disability Benefit

While this policy is in force, if you become continuously and totally disabled, we will pay the owner each month the lesser of: 1) the amount of the covered overhead expenses you incur for each month of such disability; or 2) 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 waiting period during which you have been continuously and totally disabled; and C is the total amount of benefit already paid during such disability. These payments will not be made during the waiting period, or for more than the maximum indemnity period during any such disability, except as is provided below under the Extension of Benefits section.

You are covered in your own occupation.

Prior to age 65 we cannot cancel this policy or raise the premiums.

This policy may be continued to age 75 if you are working full time and you are responsible for business expenses.

This is a reimbursement contract.

Exceptions

We will not pay benefits for any period of time during which you are incarcerated in a penal institution or governmental detention facility. Nor will any such period of time count toward the satisfaction of the waiting period.

Carry-over feature can allow monthly benefit to exceed the monthly benefit in the policy or extend the time benefits are paid.

Any benefit amount payable for less than a full month will be prorated on the basis of a 30-day month.

Extension of Benefits

If the amount of covered overhead expense decreases, with the result that the benefits are payable at a rate which is less than the maximum monthly overhead expense benefit, then such payments will continue until the total amount of benefits that are paid for disability is equal to the maximum monthly overhead expense benefit multiplied by the number of months in the maximum indemnity period. However, in no event will the number of monthly payments for one continuous period of total disability exceed two times the number of months that make up the maximum indemnity period designated on the Policy Schedule page.

Separate periods of total disability are deemed continuous if these conditions are met.

Recurrent Disabilities

Any disability that begins after a period of total disability will be deemed a new disability only if all of these conditions are met: you have resumed your occupation full-time; this policy is in force; and you have performed all of the important duties that your occupation entails for a period of six continuous months or more. If such a period is less than six months long, this disability will be deemed a continuation of the preceding period of total disability; however, if the two disabilities are unrelated by cause, the subsequent disability will always be deemed a new disability. (This distinction is made for the purpose of determining the maximum indemnity period.)

Premiums are waived when benefits are payable. Premiums paid during the waiting period will be refunded.

Waiver of Premium

If you have been totally disabled for the waiting period, we will waive the payment of any premium which becomes due after such time and while a benefit for covered overhead expenses is payable under the terms of this policy; this waiver will be made only while you remain totally disabled. We will also refund any premium which became due and was paid after the onset of such disability. When a period of disability during which we have waived premiums ends, the owner will have the right to resume payment of premiums as they become due.

Rehabilitation

If you are totally disabled and participate in a professionally planned vocational rehabilitation program that we have approved in advance, this alone will not be deemed the end of your total disability.

Concurrent Disabilities

Duplicate benefits will not be paid for a disability that is caused by more than one injury or sickness, or a combination of an injury and a sickness.

Entire Contract; Changes

This policy, the endorsements, the application, and the attached papers, if any, make up the entire contract. No change in this policy will be valid until it is approved by one of our executive officers; such approval must be endorsed on or attached to this policy. No agent has the authority to change this policy or to waive any of its provisions.

Incontestable

This policy will be incontestable as to the statements, except fraudulent statements, contained in the application after it has been in force for a period of two years during your lifetime. No claim for a disability, as it is defined in the policy, that begins after two years from the effective date will be reduced or denied because a disease or physical condition existed prior to the effective date. This assumes that such disability was not excluded from coverage, by name or description, under this policy.

Grace Period

After the first premium, a grace period of thirty-one days is allowed for the payment of each premium that is due; during this grace period the policy will still be in full force.

Reinstatement

If any renewal premium is not paid within the grace period, this policy may be reinstated; reinstatement takes place when we accept a subsequent premium. Such premium may be received by us or by an agent who is duly authorized by us to accept such premium without requiring with it an application for reinstatement. If we or one of our agents requires an application for reinstatement and issues a conditional receipt for the premium tendered, the policy will be reinstated as of the date we approve such application. If we fail to grant such approval, the policy will be reinstated on the forty-fifth day following the date of such conditional receipt; however, if we notify the owner in writing that we have disapproved of such application, the policy is not reinstated.

The reinstated policy will cover only the following: loss resulting from accidental bodily injury that is sustained after the date of reinstatement; and loss due to sickness which is first diagnosed or treated more than ten days after such date. A condition for which you have sought medical attention will be among those considered to have been treated. In all other respects all parties will have the same rights under the reinstated policy that we all had under the policy just before the due date of the premium in default. Such rights are subject to any provisions endorsed on or attached to this policy in connection with the reinstatement.

Nonduplication of Benefits

If there is other coverage in force on your life that provides benefits for the same kinds of loss as those covered by this policy, the amount of benefit that is to be paid each month for any such loss under this policy will be the lesser of the two amounts that follow: (1) the maximum monthly overhead expense benefit; or (2) the monthly covered overhead expenses, less the total monthly indemnity benefits for such loss that are payable under such other policies.

Notice of Claim

We must receive written notice of claim within twenty days after the occurrence or start of any total disability covered by the policy. If this is not possible, notice must be received as soon after the start of such disability as is reasonably possible. Notice we receive by you or on your behalf at our home office or through any of our authorized agents will be deemed notice to us. Such notice must contain information that is sufficient to identify you.

Claim Forms

When we receive a notice of claim, we will furnish to the claimant our usual forms for filing proofs of loss. If we do not furnish such forms within fifteen days after the claimant has given such notice, the claimant will be deemed, upon submitting such claim forms, to have complied with the applicable requirements of this policy for submitting proof of loss.

Proofs of Loss

We must receive written proof of loss at our home office within ninety days after the end of the period for which we are liable. If such proof is not furnished within the time required, this will not invalidate or reduce any claim if it was not reasonably possible to give proof within such time; such proof must then be furnished as soon as is reasonably possible. Proof which is furnished later than one year from the time proof is otherwise required will not be deemed valid, except in the absence of legal capacity.

Time of Payment of Claims

Any benefits to be paid under this policy other than as periodic payments will be paid when we receive written proof of such loss. Subject to such proof of loss, all accrued benefits for loss that are to be paid as periodic

payments will be paid each month; any balance that remains unpaid at the end of liability will be paid when we receive written proof.

Payment of Claims

All of the indemnities of this policy will be payable to the owner with this exception: if you are the owner of this policy, any accrued benefits that are unpaid at your death may be paid to your estate; we may pay such benefits in an amount up to but not exceeding \$1,000 to any of your relatives by blood or connection by marriage whom we deem to be equitably entitled to such amount in the following events: the benefits of this policy are payable to your estate; you are a minor; or you are otherwise not competent to give a valid release. Any payment we make in good faith pursuant to this provision will fully discharge us to the extent of such payment.

Physical Examination

At our own expense we will have the right and opportunity to have a physician of our choosing examine you. Such examination will take place as often as may reasonably be required while a claim under this policy is pending.

Legal Actions

No action at law or in equity may be brought to recover on this policy before sixty days have passed after written proof of loss has been furnished; such proof must be furnished in accordance with the terms of this policy. No such action may be brought after three years from the time that written proof of loss is required to be furnished.

Misstatement of Age

If your age has been misstated, all amounts that are payable under this policy will be what the premium that was paid would have bought at your correct age; if, on the basis of your correct age, no coverage would have been effective, our liability will be limited to the refund of premium for the period in which no coverage was effective.

Conformity with State Statutes

Any provision of this policy which, on its 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.

Payment of Premiums

All premiums are to be paid in advance at our home office or to any of our authorized agents. The first premium is to be paid when this policy is delivered, in accordance with the terms of the application for the policy or any amendment to the policy. Renewal premiums will fall due on the first day of each premium term. Premiums may be paid for premium terms of 2, 6, or 3 months; such payments will be in accordance with our premium rates in force on the policy date. Such payments are as elected in the application. After age 65 the premium that then applies may be paid if the policy is continuable (see the part titled Right of Continuation to Age 75). Unless you are disabled, the owner may change to one of the other premium terms on any premium due date. The payment of any premium will not continue this policy in force beyond the date when the next premium is due, except for the grace period, as it is defined in this policy.

Military Service

If after this policy has been in force for at least 6 months, you enter active duty in the United States military service, the owner has the right to suspend this policy upon written request; the owner also has the right to receive a refund of the pro rata portion of any premium paid for any period beyond the date of such request. (This provision excludes active duty training lasting three months or less.) If, within five years from the date on which this policy was so suspended, you end such active duty, the owner has the right to reinstate this policy; such reinstatement may be made without evidence of insurability.

To reinstate this policy, the owner must do the following: send a written request to our home office; and pay the required premium within 3 months after the end of your active duty. Premiums for the reinstated policy will be

*The right to
suspend coverage
during military
service.*

payable from the date of reinstatement; such premiums will be at the rate that would have applied had the policy remained in force. The reinstated policy will not cover accidental bodily injuries that are sustained, or sickness which is first diagnosed or treated while this policy is suspended for military service.

Assignments

No assignment of this policy will be binding on us until we receive a written copy at our home office. We are not responsible for the validity of any assignment.

Specimen

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

Supplementary Agreement

RESIDUAL OVERHEAD EXPENSE BENEFITS FOR INJURY OR SICKNESS

As of the policy date, this agreement is a part of the policy to which it is attached; it is issued in consideration of the application and the payment of the premium for this agreement. (The policy date and premium are both shown on Page 1.)

Definitions

When they are used in this agreement, the following terms are defined as indicated below:

*If you suffer a
partial disability.*

► **residual disability**

means that due to injury or sickness you are suffering a loss of gross monthly revenue that is at least 20% of your prior gross monthly revenue, and you require the regular attendance of a physician, and you are unable either (1) to do one or more of your important daily business or professional duties, or (2) to perform your duties for the length of time that they usually require.

waiting period

means the number of days after the start of each period of disability for which no monthly overhead expense benefit is to be paid. For purposes of satisfying the waiting period for residual disability benefits, you must be: disabled continuously for the number of days required; or have satisfied the waiting period for total disability benefits.

*Here is how we will
calculate the
reimbursement of
overhead expenses.*

► **residual monthly overhead expense benefit**

is equal to (1) the amount that would be payable if you were totally disabled, minus (2) your current gross monthly revenue. If the amount payable for total disability includes an amount attributable to the salary of a member of your profession who is hired to perform duties previously performed by you, such amount will not be considered a covered expense under this benefit. This benefit will not exceed the maximum monthly overhead expense benefit.

loss of gross monthly revenue

means the amount that is equal to your prior gross monthly revenue less your current gross monthly revenue. To be deemed a loss under the terms of this agreement, this reduction must be equal to at least 20% of your prior gross monthly revenue.

current gross monthly revenue

means your gross monthly revenue during a period of residual disability for which a claim is being made.

prior gross monthly revenue

is your average gross monthly revenue in the 12 calendar months before the month in which the disability commenced.

gross monthly revenue

is any amount received by you, your office, or your business for services performed by you or anyone employed in your office or business. This amount is arrived at before deducting normal, necessary, and customary business expenses and before deduction of any income taxes.

If we allow revenue to be credited to a period in which it is actually received, rather than the period in which it is earned, it must be consistently credited in the same manner to determine prior gross monthly revenue and current gross monthly revenue during a period of disability.

Meet these conditions to qualify for benefits.



Residual Monthly Overhead Expense Benefit

We will pay the residual monthly overhead expense benefit if:

- (1) You become continuously disabled for the waiting period, during which disability may be total, residual or both;
- (2) after the waiting period you suffer a loss of gross monthly revenue;
- (3) such loss is a result of your residual disability;
- (4) you are not totally disabled (as defined in the policy); and
- (5) you continue to be residually disabled.

Residual Overhead Expense Period

The maximum benefit period is the same for residual as for total disability; but no residual monthly overhead expense benefit will be paid after the end of the maximum benefit period of the policy to which this agreement is attached; or after the policy anniversary that falls on or most nearly after your sixty-fifth birthday, unless disability occurs on or after your sixty-third birthday.

If residual disability begins on or after your sixty-third birthday and before your sixty-fifth birthday, we will still pay the benefit for such disability; but such payment will not be made for more than 24 consecutive months after the waiting period. The combined benefit periods for total and residual disability cannot be longer than the maximum indemnity period for total disability.

Continuous and separate periods of residual disability are defined here.



Recurrent Disabilities

The recurrent disabilities provision of the policy to which this agreement is attached is replaced by the following: Successive periods of disability will be considered separate if (1) the new period of disability is due to a different cause or causes, or (2) the periods of disability are separated by six continuous months or more.

Providing that during the period between disabilities you must (1) be able to do all of your important daily business or professional duties, and (2) work on a continuous full-time basis or earn at least 80% of your prior monthly income.

Any period of disability that meets these conditions will be deemed a new period of such disability. As such, it will have its own waiting and maximum indemnity periods.

While we are paying benefits, we will waive the premiums.



Waiver of Premium

The waiver of premium provision of the policy to which this agreement is attached is replaced by the following:

If you are receiving benefits under this policy, we will waive the payment of any premium falling due under this policy after the waiting period. We will refund any premium which became due and was paid during this period. When a period of disability during which we have waived premium ends, the owner will have the right to resume payment of premiums as they become due.

You are required to provide proof of your expenses and gross monthly income.



Evidence of Monthly Revenue and Expenses

We may ask you to prove your current or prior gross monthly revenue and expenses. Such proof can include, but not be limited to, copies of your U.S. income tax returns, certified audits, or other evidence that is satisfactory to us. You must prove your current gross monthly revenue and expenses as often, within reason, as we require it. If you do not provide such proof, we will stop paying the residual monthly overhead expense benefit.

Termination

This agreement will cease to be in effect on the policy anniversary that falls on or most nearly after your sixty-fifth birthday. If the policy to which this agreement is attached is still in force after such anniversary, the premium that is then in effect will not have a charge for this agreement.

General Provisions

All of the provisions of this policy that are not inconsistent with the provisions of this agreement will apply to this agreement.

Berkshire Life Insurance Company of America

Signed at Pittsfield, Massachusetts



Secretary

Specimen

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

Supplementary Agreement

FUTURE PURCHASE OPTION— OVERHEAD EXPENSE POLICIES

As of the policy date, this agreement is a part of and subject to the provisions of the policy to which it is attached; it is issued in consideration of the application and payment of the premium for this agreement. (The policy date and premium are both shown on the "Policy Schedule" page.)

Definitions

When they are used in this agreement, the following words are defined as indicated below:

option date

means every anniversary of the policy date while this agreement is in effect (as shown in the "Policy Schedule" page).

option period

means the period of time that begins 31 days before the option date and ends 31 days after the option date.

option amount

means the amount of additional monthly overhead expense benefit that the owner may purchase on each option date (as shown in the "Policy Schedule" page.)

Benefit Provision

Subject to the terms of this agreement, the owner may buy an additional overhead expense insurance policy from us on any one or more of the option dates while this agreement is in full force. Such insurance must conform to the provisions of this agreement. You do not have to give evidence of your health or of the nature of your occupation in order to buy this insurance. The total amount of all additional policies may not exceed the maximum amount that is available under the terms of this agreement.

Policy Specifications

Each additional policy that the owner buys under this agreement will be issued as of the option date on which it is bought. All such policies are subject to the requirements listed as follows:

- (1) All additional insurance that is applied for will be subject to our issue and participation limits as of the date the option is exercised; your covered overhead expenses as defined in the policy to which this agreement is attached will be used to determine your eligibility for additional insurance;
- (2) each such policy will be issued only on a plan that provides a monthly overhead expense benefit. Such indemnity must be of the type that is provided by this policy;
- (3) each such policy will be issued only on a policy form that we then use on a regular basis. The renewal provisions in each such policy must be no less favorable than those in this policy;
- (4) each such policy will provide a monthly overhead expense benefit for total disability. Residual benefits may be purchased under this agreement on each additional policy if they are included in the policy to which this agreement is attached;

► *Additional coverage may be purchased without evidence of medical insurability.*

► *The new policy will provide for reimbursement of covered overhead expenses.*

► *Your new occupational class will be no less favorable than that of this policy.*

- (5) on each option date the owner can purchase additional coverage equal to the option amount (see "Policy Schedule" page);
- (6) the sum of all additional monthly overhead expense benefits purchased on all option dates will be the lesser of (a) the maximum issue limit shown on the "Policy Schedule" page minus the maximum monthly overhead expense benefit for disability on the policy to which this agreement is attached and all other overhead expense benefit policies that you are covered under; or (b) two times the maximum monthly overhead expense benefit on the policy to which this agreement is attached;
- (7) the waiting and maximum benefit periods in the additional policy will be: (a) the same as those in this policy; or (b) if we no longer issue policies with these periods, the closest waiting and maximum benefit periods issued;
- (8) the premium for each such policy will be based on the table of premium rates that is in use on the effective date of each such policy. The premium will be based on the following factors: your age on the effective date of the policy; the occupational class of risk to which you belonged on the effective date of this agreement; and the plan of insurance that is issued. If the owner submits to us satisfactory evidence that your occupational class of risk on the effective date of the additional policy is more favorable than it was when this agreement went into effect, then we will apply the more favorable risk classification to the additional policy;
- (9) under each such new policy, we will exclude from coverage any loss that results from any condition which is excluded from the terms of the policy to which this agreement is attached;
- (10) except for representations made at the time of exercising any option under this agreement, the time period of the incontestable provision of the additional policy will be measured from either the effective date of the policy to which this agreement is attached or the date of the last reinstatement of this policy, if later. We will modify the incontestable provision of the additional policy by endorsing it;
- (11) the effective date of each such policy will be the option date or the date on which the application and premium payment requirements are met, if later;
- (12) we must receive a written application and payment of the first premium for each additional policy during the option period;
- (13) any option not exercised during the option period is forfeited.

► *Options exercised during disability may become effective during subsequent periods of disability.*

Impact of Disability on Exercise of This Option

The option to purchase additional coverage which this agreement provides can be exercised while the insured is disabled or after a period of disability. However, if the insured is totally disabled on or before an option date, he or she must again be actively employed as defined in the policy to which this agreement is attached for at least six months before benefits under each such policy will be payable for disability due to the same cause as the prior disability.

► *Options may continue until the policy anniversary nearest your 55th birthday.*

Termination of This Agreement

This agreement will cease to be in effect on the date when any one of the following occurs: (1) the policy anniversary nearest your fifty-fifth birthday; (2) we receive written request to end this agreement; (3) a premium remains unpaid for more than 31 days; (4) the maximum amount of additional insurance that is available under the terms of this agreement has been purchased; or (5) the policy to which this agreement is attached is terminated. After this agreement ends, the premium that is then in effect will not include a charge for this agreement.

Effect of Reinstatement

If this policy and this agreement are reinstated after a premium has been in default, the right to purchase an additional policy on any option date that fell before the date of reinstatement will not be reinstated.

General Provision

All the provisions of the policy to which this agreement is attached that are not inconsistent with the provisions of this agreement will apply to this agreement.

Berkshire Life Insurance Company of America

Signed at Pittsfield, Massachusetts



Secretary

Specimen

THIS IS NEITHER A CONTRACT NOR AN OFFER TO CONTRACT NOR AN APPLICATION FOR DISABILITY INSURANCE. *If a disability insurance policy is issued to you, the Company's obligations will be determined by the provisions of the policy that is actually issued to you. Certain provisions in the policy that is actually issued to you may vary in certain respects from their presentation in this specimen.*

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.*