

# Future Increase Option Rider – Policy Form I405

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

The Future Increase Option rider allows you to purchase additional coverage each year until age 55 without additional medical underwriting. Financial eligibility will be determined by your income, employment, and all other disability insurance with any insurer that you own, have applied for, or for which you are eligible.

Annual increase options.

Allows you to increase coverage if you are no longer eligible to participate in your employer's group LTD plan, or if group LTD coverage ends and is not replaced.

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

**FUTURE INCREASE OPTION RIDER**

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

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

**DEFINITIONS**

**Increase Option**  
Increase Option means Your option to apply for an Increase Policy.

**Increase Policy**  
Increase Policy means the additional Monthly Indemnity issued under this rider.

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

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

**Special Option Date**  
While this rider is in effect, Special Option Date means:

- 90 days after the date You are no longer eligible to participate in Your employer's group long term disability (LTD) plan; or
- 90 days after a group LTD plan under which You were covered ends and has not been converted or replaced; or
- A date that We declare for such purpose.

We will issue only one Increase Policy as a result of a Special Option Date while the Policy and this rider are in effect.

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

**Total Increase Option**  
Total Increase Option means the maximum amount of Monthly Indemnity that may be issued under this rider. The Total Increase Option is shown in the Schedule Page.

**PROVISIONS RELATING TO FUTURE INCREASE OPTIONS**

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

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Allows the company to declare a special option in addition to your yearly options.

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If you are disabled on an option date, you may still exercise the option.

Increased coverage becomes available for a new and separate disability.

Waiver of premium also applies.

Until age 45, there is no limit on how much of your option you may apply for during an option date.

**Exercising an Increase Option When Disabled or Benefits are Payable**

Subject to the Conditions and Limitations provision of this rider, You may exercise an Increase Option during an Option Period when You are Disabled or benefits are being paid. You may not exercise an Increase Option during a Special Option Period if You are Disabled or benefits are being paid.

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

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

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

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

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

You may be eligible to apply for an Increase Policy on a Special Option Date if:

- You are Gainfully Employed Full Time; and
- benefits are not being paid under the Policy.

The Increase Policy applied for during a Special Option Period will be underwritten in accordance with Our underwriting rules in effect when You exercise an Increase Option to determine the maximum amount of allowable Monthly Indemnity, if any, available to You.

We will issue only one Increase Policy as a result of a Special Option Date while the Policy and this rider are in effect. If We issue an Increase Policy as a result of a Special Option Date, You forfeit the Increase Option on the next Option Date.

**Proof of Insurability**

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

**Maximum Amount of Monthly Indemnity Available to You**

Until You attain Age 45, You may apply for all or part of the remaining Total Increase Option.

On or after Age 45:

- You may apply for up to one-third of the original Total Increase Option; or
- You may apply for the remaining Total Increase Option if it is less than \$1,000; or
- You may apply for the remaining Total Increase Option if You are applying for an Increase Policy on a Special Option Date because You are no longer eligible to participate in Your employer's group LTD plan or a group LTD plan under which You were covered ends and has not been converted or replaced.

**Conditions and Limitations**

All of the following conditions apply when You exercise an Increase Option:

- We must receive Your written application for an Increase Policy during an Option Period or Special Option Period.
- Each Increase Policy applied for during an Option Period or a Special Option Period will be underwritten to determine the maximum amount of Monthly Indemnity, if any, available to You. You must provide evidence of Your Income, employment and all other disability insurance with any insurer that is in force,

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No evidence of good health is required.

which You have applied for, or for which You are eligible. We may require additional evidence of financial insurability, as necessary. You do not have to provide evidence of Your medical insurability or occupation.

- If You exercise an Increase Option during a Special Option Period because You are no longer eligible to participate in Your employer's group LTD plan or a group LTD plan under which You were covered ends and has not been converted or replaced, You must also provide evidence of Your eligibility status in the group LTD plan, or evidence that the group LTD plan has terminated and has not been converted or replaced.
- The Increase Policy may either be added to the Policy in the form of an Additional Monthly Benefit Rider or will be issued on a separate policy form that is most like the Policy then in use on a regular basis in the place where You live. Any Increase Policy approved during a period of Disability or while benefits are being paid will only be issued on a separate policy form.
- The Increase Policy cannot have a shorter Elimination Period or a longer Benefit Period than the Policy to which this rider is attached.
- We will not issue an Increase Policy with less than \$200 of Monthly Indemnity.
- The Increase Policy may or may not include the same provisions and benefits as the Policy to which this rider is attached. The Increase Policy may only include those benefits that are part of the Policy to which this rider is attached if We are then offering such benefits to new applicants.
- The premium for each Increase Policy will be based on the rates in effect on the date of issue of the Increase Policy. The premium will be based on the following factors:
  - the Increase Policy amount; and
  - Your Age on the date of issue of the Increase Policy; and
  - the Class of Risk and Occupation Class of the Policy to which this rider is attached; and
  - any special class rating that applies to the Policy to which this rider is attached; and
  - the policy form of the Increase Policy; and
  - any rider that is attached to the Increase Policy that adjusts or determines a benefit based upon Monthly Indemnity.

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

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

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

**Premium and Renewal**

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

This rider will expire and no further premium will be due for it after You are Age 55 or, if earlier, after Your last Increase Policy is issued.

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You may elect only one special option date over the life of the policy.

Successful exercises may be added to the original policy through use of the Additional Monthly Benefit rider. Under certain circumstances, successful exercises will require the issuance of a separate policy.

Your class of risk on any increase in coverage cannot be less favorable.

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#### TERMINATION

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

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

**Berkshire Life Insurance Company of America**



Secretary