

3% Compound Cost of Living Adjustment Rider – Policy Form 1404

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

This rider provides a fixed 3% annual compounded indexing of the monthly indemnity while benefits are payable. This also applies to the social insurance substitute indemnity, if included as an optional rider.

Adjustment made on the anniversary of when you were first disabled in the same claim, not the end of the elimination period.

The monthly indemnity will be adjusted if you are eligible for total disability benefits or residual disability benefits.

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

3% COMPOUND COST OF LIVING ADJUSTMENT 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

Cost of Living Adjustment Factor

The Cost of Living Adjustment Factor is 1.03.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Adjustment of the Monthly Indemnity

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

1404 (06/10)

There is no cap to the amount the monthly indemnity may increase under this rider.

Should you recover prior to age 60; increases of at least \$200 created under this rider will remain with no extra premium charge to age 65 or 67.

You can choose to continue increased monthly indemnity after the expiration date at an additional premium.

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

TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

6% Maximum Cost of Living Adjustment Rider – Policy Form 1412

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

This rider provides a minimum 3% annual compounded indexing of the monthly indemnity while benefits are payable. This also applies to the social insurance substitute indemnity, if included as an optional rider. The maximum annual compounded index rate is 6%.

Adjustment made on the anniversary of when you were first disabled in the same claim, not the end of the elimination period.

The monthly indemnity will be adjusted if you are eligible for total disability benefits or residual disability benefits.

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

6% MAXIMUM COST OF LIVING ADJUSTMENT 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

Cost of Living Adjustment Factor

Cost of Living Adjustment Factor is determined by dividing the CPI-U for the Current Index Month by the CPI-U for the Original Index Month. The Cost of Living Adjustment Factor will never be less than 1.00.

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 anniversary of the Original Index Month immediately preceding the Review Date.

Incremental Monthly Indemnity

Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Maximum Increase Percent

Maximum Increase Percent is the compounded percentage rate that is used to determine the maximum amount of adjusted Monthly Indemnity for which You are eligible. The Maximum Increase Percent is 6.00%.

Minimum Increase Percent

Minimum Increase Percent is the compounded percentage rate that is used to determine the minimum amount of adjusted Monthly Indemnity for which You are eligible. The Minimum Increase Percent is 3.00%.

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.

Review Date

Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Cost of Living Adjustment

On the Review Date while benefits are payable, We will adjust the Monthly Indemnity for the next 12 months to reflect any changes in cost of living since the start of claim. We will compute the adjusted Monthly Indemnity by multiplying the Monthly Indemnity by the Cost of Living Adjustment Factor. The adjusted Monthly Indemnity will apply to the 12-month period that follows the Review Date while You remain Disabled in the same claim.

There is no cap to the amount the monthly indemnity may increase under this rider.

1412 (06/10)

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

Any adjustment to the Monthly Indemnity may vary from year to year as the CPI-U rises or falls in relation to the Original Index Month. The adjustment to the Monthly Indemnity will never be:

- more than the amount We would pay if the CPI-U had risen each year exactly by the Maximum Increase Percent; or
- less than the amount We would pay if the CPI-U had risen each year exactly by the Minimum Increase Percent.

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date

At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal

The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

Berkshire Life Insurance Company of America



Secretary

Benefits are indexed to the CPI-U.

Should you recover prior to age 60; increases of at least \$200 created under this rider will remain with no extra premium charge to age 65 or 67.

You can choose to continue increased monthly indemnity after the expiration date at an additional premium.

Four-Year Delayed Cost of Living Adjustment Rider – Policy Form 1413

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

This rider provides a fixed 3% annual compounded indexing of the monthly indemnity while benefits are payable starting on the fourth anniversary of the date you first became disabled. This also applies to the social insurance substitute indemnity, if included as an optional rider.

Adjustment made on the anniversary of when you were first disabled in the same claim, not the end of the elimination period.

The monthly indemnity will be adjusted if you are eligible for total disability benefits or residual disability benefits.

Berkshire Life Insurance Company of America
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Pittsfield, MA 01201

FOUR-YEAR DELAYED COST OF LIVING ADJUSTMENT 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

Cost of Living Adjustment Factor
The Cost of Living Adjustment Factor is 1.03.

Incremental Monthly Indemnity
Incremental Monthly Indemnity means the difference between the adjusted Monthly Indemnity in effect on the last Review Date before Your claim ends and the Monthly Indemnity as shown in the Schedule Page.

Review Date
The first Review Date will be on the fourth anniversary of the date You were first Disabled in the same claim. Thereafter, the Review Date means the recurrence each year of the date on which You were first Disabled in the same claim.

PROVISIONS RELATING TO COST OF LIVING ADJUSTMENT

Adjustment of the Monthly Indemnity
On the Review Date while benefits are payable, We will adjust the Monthly Indemnity on a compound interest basis as follows: We will determine Your adjusted Monthly Indemnity for the next 12 months by multiplying the Monthly Indemnity in effect immediately prior to the Review Date by the Cost of Living Adjustment Factor.

If You are no longer Disabled and We are no longer paying benefits under the Policy, We will increase the Monthly Indemnity of the Policy by the Incremental Monthly Indemnity, if any, determined on the last Review Date, if:

- You have not attained Age 60; and
- the Incremental Monthly Indemnity is at least \$200.

There will be no extra premium charge for the Incremental Monthly Indemnity until the Expiration Date.

Adjusted Monthly Indemnity After the Expiration Date
At the time You first renew the Policy after the Expiration Date, You may choose one of the following amounts of Monthly Indemnity for any claim for Total Disability that begins after that date:

- the Monthly Indemnity shown in the Schedule Page; or
- the increased indemnity, if any, last created by this rider.

We will base Your premium after the Expiration Date on the amount of Monthly Indemnity You select. You must meet all the conditions in the Policy for renewal after the Expiration Date.

Premium and Renewal
The premium for this rider is shown in the Schedule Page. You may not renew this rider after the Expiration Date.

1413 (06/10)

There is no cap to the amount the monthly indemnity may increase under this rider.

Should you recover prior to age 60; increases of at least \$200 created under this rider will remain with no extra premium charge to age 65 or 67.

You can choose to continue increased monthly indemnity after the expiration date at an additional premium.

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

TERMINATION

Termination of Cost of Living Adjustment

We will adjust the Monthly Indemnity on each Review Date until the first of the following events occurs:

- benefits are no longer being paid under the Policy for Your Disability; or
- the Benefit Period ends; or
- this rider terminates.

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