



**Berkshire ProVider Plus (1400)**

Non-cancellable and guaranteed renewable Disability Income policies used for personal, single life scenarios to provide a monthly benefit when, due to injury or sickness, the insured is unable to perform the ‘material and substantial’ duties of his or her occupation.

Full-time employment (a minimum of 30 hours per week) is required.

Generally unavailable for clients whose net worth exceeds \$10 million.

Also available for:

- Associations
- Employer-Sponsored Voluntary Insurance Programs (VIP)
- Home-Based (refer to the Home Based section)
- Retirement Protection Plus (RPP) Programs (refer to the Retirement Protection Plus Program Section)

**Summary**

*Product not available in all states. Product provisions and features may vary by state. Refer to State Exceptions Product Variations by State and Specimen Contracts sections for full details.*

**Issue Ages:**

Level Premium Structure: 18 – 60\*  
Graded Premium Structure: 18 – 50  
Step-Rate Premium Structure: 18 – 40

*Age is determined by age last birthday.*

*\*Maximum issue age for 10-year benefit period is 55. Maximum issue age for Employer-Sponsored VIP is age 65.*

**Classes of Risk:**

Preferred, Select, Standard

*Preferred available to issue ages 18 – 60 and unavailable to occupation classes 2/2M and 1/1M or with substandard risks.*



Occupation Classes: 6, 5, 4, 3, 2, 1 (Non-medical markets)

6M, 5M, 4M, 3M, 2M, 1M (Medical markets)

*Classes 2/2M and 1/1M are available in employer-sponsored situations with a mix of other occupation classes (at least 50% of participants must be classes 6/6M through 3/3M).*

*Classes 2 and 2M are also available for business owners who have owned the business for at least five years and whose income is at least \$50,000.*

*For Classes 2/2M and 1/1M, SIS is required (where available) after the first \$500 of base monthly indemnity issued. The next \$1,500 will be comprised of coverage issued under the SIS rider (offset by any other in-force SIS or GLTD coverage). Any additional coverage thereafter will be issued as base monthly indemnity to the stated maximum.*

Elimination Periods: Months: 1, 2, 3, 6, 12, 24

*One month equals 30 days.*

*24-month elimination period unavailable with 2-year and 5-year benefit periods.*

*24-month elimination period unavailable in some states regardless of benefit period.*

*12-month elimination period is unavailable with a 2-year benefit period in some states.*

*Refer to General Product Information, State Exceptions, Product Variations by State section for complete combination availability details.*

Benefit Periods: To age 67, to age 65, 10 years\*, 5 years, 2 years

*Graded and step-rate premium structures are unavailable with a 2-year or 5-year benefit period.*

*To age 67, to age 65 and 10-year benefit periods unavailable with occupation classes 2/2M and 1/1M.*

*To age 67 and to age 65 benefit periods are unavailable for clients whose net worth exceeds six million.*

*\*Maximum issue age for 10-year benefit period is 55.*



Benefit periods must meet the federal guidelines for nondiscrimination in employment because of age. Depending on the benefit period selected, one of the following tables will appear on the policy schedule page:

For a 2-Year Benefit Period:

If Disability Begins	The Benefit Period is
Prior to age 75	24 Months
At or after age 75	12 Months

For a 5-Year Benefit Period:

If Disability Begins	The Benefit Period is
Prior to age 61	60 Months
At or after age 61, but before age 62	48 Months
At or after age 62, but before age 63	42 Months
At or after age 63, but before age 64	36 Months
At or after age 64, but before age 65	30 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 Months

For a 10-Year Benefit Period:

If Disability Begins	The Benefit Period is
Prior to age 55	120 Months
At or after age 55, but before age 60	To Age 65
At or after age 60, but before age 61	60 Months
At or after age 61, but before age 62	48 Months
At or after age 62, but before age 63	42 Months
At or after age 63, but before age 64	36 Months
At or after age 64, but before age 65	30 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 Months

For a ‘To Age 65’ Benefit Period:

If Disability Begins	The Benefit Period is
Prior to age 60	To Age 65
At or after age 60, but before age 61	60 Months
At or after age 61, but before age 62	48 Months
At or after age 62, but before age 63	42 Months
At or after age 63, but before age 64	36 Months
At or after age 64, but before age 65	30 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 Months



For a ‘To Age 67’ Benefit Period:

If Disability Begins	The Benefit Period is
Prior to age 60	To Age 67
At or after age 60, but before age 61	84 Months
At or after age 61, but before age 62	72 Months
At or after age 62, but before age 63	60 Months
At or after age 63, but before age 64	48 Months
At or after age 64, but before age 65	36 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 Months

Minimum Issue Limits: \$500\*  
\$200 for Future Increase/Purchase Option exercises.

The following are included in calculating minimum issue limit:

- monthly indemnity of the base policy (minimum \$200) plus
- monthly indemnity of Social Insurance Substitute rider (if applicable) (minimum \$200)

*The minimum policy size can be achieved with a combination of base and Social Insurance Substitute rider.*

*For Classes 2/2M and 1/1M, SIS is required (where available) after the first \$500 of base monthly indemnity issued. The next \$1,500 will be comprised of coverage issued under the SIS rider (offset by any other in-force SIS or GLTD coverage). Any additional coverage thereafter will be issued as base monthly indemnity to the stated maximum.*

*\*Amount applied for must always be a multiple of \$10.*

Maximum Issue Limits: Refer to Individual Products Underwriting Guidelines – Issue and Participation Limits chart.



Riders Available: Residual Disability Benefit  
Graded Lifetime Indemnity for Total Disability  
Retirement Protection Plus Disability Benefit  
Future Increase Option  
Automatic Benefit Enhancement (*a no-charge rider available only at underwriter discretion*)  
Catastrophic Disability Benefit  
Cost of Living Adjustment (*3% Compound, 6% Maximum, Four-Year Delayed*)  
Social Insurance Substitute  
Unemployment Waiver of Premium  
Partial Disability Benefit  
Additional Monthly Benefit\*

*\*Available as add-on or FIO exercises only. Refer to In-Force and FIO/FPO/GDR Exercise Section.*

*Not all riders available together with all benefit or elimination periods, or issue ages. Refer to ProVider Plus Optional Benefits for full benefit descriptions.*



Premiums: Gender-distinct rates.

Premium Structures: Level, Graded, Step-Rate

Level – guaranteed level to age 65 or 67, whichever applies.

Graded – increases annually at guaranteed amounts until the policy anniversary following age 60. Premiums for issue ages 18 through 25 and ages 60 through 65 are level.

Available to applicants up to issue age 50 with benefit period to age 67, to age 65, or 10 years.

Applicants have the right to convert from a graded to level premium structure on any policy anniversary through age 50 at attained-age premiums.

Step-Rate – guaranteed and remains level for five years or to age 35, whichever is later. The ultimate premium is equal to 95% of the attained age level premium. Step rate applies only to the base premium. Any attached riders (including AMB) will be issued on a level premium basis.

Available to applicants up to issue age 40 with benefit periods of to age 67, to age 65 or 10 years.

Discounts: Association – A permanent, 10%, policy-level discount for pre-approved associations.

Employer-Sponsored – A permanent, 10%, policy-level discount for qualifying VIPs.

Multi-Policy – A first-year, 5% discount when the policy is purchased within six months of a Berkshire DI or Long Term Care, or Guardian life policy.

Renewability: This policy is non-cancellable and guaranteed renewable to age 65 (or age 67 if this benefit period is selected).

Thereafter, the base contract is conditionally renewable at attained age premiums after the expiration date as long as the insured is gainfully employed full-time (30 hours per week minimum) for at least 10 months each year and the premium is paid on time.

The maximum benefit period is 24 months if the disability begins after age 65, but before age 75; and, 12 months if the disability begins at or after age 75.



The only coverage that continues after the expiration date is coverage for total disability (AMB continues during the conditional period). All other coverages terminate.

Any exclusions or limitations applied to the base policy contract prior to the expiration date will be applicable to the policy during the period of conditional renewability after the expiration date.

Specialty Language: Automatically included in policies with occupation classes 6M through 3M. Specialty language modifies the definition of your occupation.

Annual Policy Fees:	\$1,000 and up:	\$30
	\$500 - \$999:	\$75
	FIO/FPO/GDR exercises:	\$15

Modal Premiums:	<u>Premium Term</u>	<u>Guaranteed Modal Factor</u>
	Semiannual	0.515000
	Quarterly	0.262650
	Monthly (list billed)	0.085833
	GOM	0.083333

Substandard Premiums: Applied on a policy level basis to all coverage, before policy fee, to the **class of risk premium rates**. Increments are 25%, 50%, 75% or 100%.

**State Product Variations:**

Arkansas: 720-day elimination period unavailable  
360-day elimination period unavailable with 2-year benefit period

Connecticut: 720-day elimination period unavailable  
360-day elimination period unavailable with 2-year benefit period  
Catastrophic Disability Benefit Rider unavailable

Delaware: 720-day elimination period unavailable  
360-day elimination period unavailable with 2-year benefit period

Florida: Premiums 10% higher

Idaho: 720-day elimination period unavailable  
360-day elimination period unavailable with 2-year benefit period



Iowa:	720-day elimination period unavailable
Montana:	Provider Plus policy form 1400 unavailable
New Jersey:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period Retirement Protection Plus Rider unavailable Managerial Duties Endorsement unavailable Catastrophic Disability Benefit Rider cannot exceed the total of base + SIS New Jersey version of the Social Insurance Substitute (SIS) rider available
New York:	Retirement Protection Plus Rider unavailable Unemployment Waiver of Premium Rider unavailable New York version of the Social Insurance Substitute (SIS) rider available Policy Endorsement attached to policies issued under certain conditions
North Carolina:	Policy Endorsement attached to policies issued under certain conditions
Pennsylvania:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period
South Carolina:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period
Texas:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period Catastrophic Disability Benefit Rider unavailable
Utah:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period
Virginia:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period Managerial Duties Endorsement unavailable
Washington:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period



West Virginia: 720-day elimination period unavailable  
360-day elimination period unavailable with 2-year benefit period

Total Disability or Totally Disabled: 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.

You will be totally disabled even if you are gainfully employed in another occupation so long as, solely due to injury or sickness, you are not able to work in your occupation.

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

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.

Total Disability or Totally Disabled with Specialty Language: 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.

You will be totally disabled even if you are gainfully employed in another occupation so long as, solely due to injury or sickness, you are not able to work in your occupation.

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

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.

If you have limited your occupation to the performance of the material and substantial duties of a single medical specialty or to a single dental specialty, we will deem that specialty to be your occupation.

**Exclusions and Limitations:** *Products not available in all states and product provisions and features may vary by state. Refer to State Exceptions Product Variations by State and Specimen Contracts for full details.*

Exclusions: We will not pay benefits for any disability:  
• caused by, contributed to, or which results from military training, military action, military conflict, or war, whether declared or undeclared, while you are



- serving in the military or units auxiliary thereto, or working for contracted military services;
- during any period of time in which you are incarcerated;
- caused by, contributed to, or which results from your commission of, or attempt to commit, a criminal offense as defined under local, state, or federal law;
- caused by, contributed to, or which results from your being engaged in an illegal occupation;
- caused by, contributed to, or which results from the suspension, revocation or surrender of your professional or occupational license or certification;
- caused by, contributed to, or which results from an intentionally self-inflicted injury;
- during the first three months of disability or the elimination period, if longer, that is caused by, contributed to, or which results from normal pregnancy or childbirth; or
- due to any loss we have excluded by name or specific description.

Limitation While Outside the United States or Canada:

You must be living full time in the 50 United States of America, the District of Columbia or Canada in order to receive benefits under the policy, except for incidental travel or vacation, otherwise benefits will cease. Incidental travel or vacation means being outside of the 50 United States of America, the District of Columbia or Canada for not more than two non-consecutive months in a 12-month period. You may not recover benefits that have ceased pursuant to this limitation.

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

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

Pre-existing Condition Limitation:

We will not cover any loss that begins in the first two years after the effective date from a pre-existing condition.

Mental and/or Substance-Related Disorders Limitation:

Benefits for any disability due to a mental and/or substance-related disorder will be paid for a period not longer than the maximum benefit period for mental and/or substance-related disorders.



After the maximum benefit period for mental and/or substance-related disorders and subject to the policy provisions, we will only pay benefits while you are continuously confined in a hospital for treatment of a disability due to a mental and/or substance-related disorder, and you are under the regular medical care of a physician.

Under no circumstance will we pay benefits for any disability due to a mental and/or substance-related disorder that we have excluded by name or specific description.

**Definitions:** *Products not available in all states and product provisions and features may vary by state. Refer to State Exceptions Product Variations by State and Specimen Contracts for full details.*

- Accumulation Period: 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: References to a specific age – such as age 65 – means your age as of the policy anniversary that first occurs on or after the birthday on which you attain that age.
- Benefit Period: Shown in the schedule page. It is the longest period of time for which we will pay benefits for a continuous disability from the same cause.
- Coverage: The benefits available under the policy.
- Disability or Disabled: Disability means total disability. Disabled means totally disabled.
- Effective Date: The date that the policy, or a rider, takes effect.
- Elimination Period: Shown in the schedule page. The number of days that must elapse before benefits become payable. The elimination period starts on the first day that you are disabled. You must be disabled, from the same cause or a different cause, for this entire period. The days within this period need not be consecutive, but they must occur within the Accumulation Period. Benefits will not accrue or be payable during the elimination period.
- Expiration Date: Shown in the schedule page. The date on which coverage ends, if the policy has not previously terminated.
- Full Time: At least 30 hours each week.



Gainfully Employed or  
Gainful Employment:

Actively at work or engaged in activities for income,  
remuneration or profit.

Hospital:

A facility or institution legally operating as a hospital that:

- is mainly engaged in providing in-patient 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 graduate nurses.

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

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

Income:

The compensation that you receive, or which is attributable to you, for work or personal services, after business expenses, but before any other deductions. Income includes salaries, wages, fees, commissions, bonuses, pension and profit sharing contributions, other payments for your personal services, and other compensation or income earned by you or attributable to you by a business in which you have an ownership interest. Income does not include any forms of unearned income except as derived from a business in which you have an ownership interest. With respect to other compensation or income earned by you or attributable to you by a business in which you have an ownership interest, this amount is determined after deduction of normal and customary unreimbursable business expenses but before deduction of any of your personal income taxes.

***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, as defined above, for each month during a period of disability. We will not include income received for services rendered prior to the start of disability in your current income.

***Business Expenses*** means the regular business expenses which may be deducted from gross earned income for the period income is being determined. When you are



disabled, your business expenses may not exceed your business expenses for the last full calendar year prior to the onset of disability.

**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:** 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:** Shown in the schedule page. It is your age on the policy date.
- Loss Payee:** Named in the schedule page. We will pay benefits for which we are liable to the loss payee.
- Maximum Benefit Period for Mental and/or Substance-Related Disorders:** Shown in the schedule page. It is the longest period of time, during the duration of the policy, for which we will pay benefits for loss contributed to or caused by mental and/or substance-related disorders.
- 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, infections, or a form of senility or irreversible dementia such as Alzheimer’s Disease.
- Monthly Indemnity:** Shown in the schedule page. It is the amount we will pay for each month of total disability.
- Owner:** You are the owner unless some other person or entity is named in the schedule page. The owner has the right to renew the policy, to request a change in coverage, to change the loss payee, and to make other policy changes.
- Physician:** 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 or anyone related to you by blood or marriage, a member of your household, your business or professional



partner or employer, or any person who has a financial affiliation or business interest with you. 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: The legal contract between you and us. The entire contract consists of the policy, any application(s), the schedule pages and any attached riders, amendments, and endorsements.
- Policy Anniversary: The yearly anniversary of the policy date while the policy remains in force.
- Policy Date: Shown in the schedule page. It is the date from which premiums are calculated and become due.
- Pre-existing Condition: A physical or mental condition:
- that was misrepresented or not disclosed in your 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: Shown in the schedule page. It is the frequency of your premium payments.
- Sickness: An illness or disease that first manifests itself on or after the effective date and while the policy is in force.
- Suspension Period: A period of time during which the policy will not be in force. We will neither accept premiums nor pay benefits under the policy during a suspension period. The policy will not cover losses that result from injury or sickness that occurs or begins during a suspension period. No privileges or options under the policy or any attached riders may be exercised during a suspension period.
- Termination Date: The date on which the policy terminates.

*Products not available in all states and product provisions and features may vary by state. Refer to 1400 specimen contract for full details.*



**Berkshire ProVider Plus (1500)**

Non-cancellable and guaranteed renewable Disability Income policy used in Multi-Life scenarios to provide a monthly benefit when, due to injury or sickness, the insured is unable to perform the ‘material and substantial’ duties of his or her occupation.

Full-time employment (a minimum of 30 hours per week) is required.

Generally unavailable for clients whose net worth exceeds \$10 million.

Used in Employer-Sponsored Qualified Sick Pay Plans (QSPP) only.

Also available for: Retirement Protection Plus (RPP) (refer to the Retirement Protection Plus section).

**Summary**

*Products not available in all states and product provisions and features may vary by state. Refer to State Exceptions Product Variations by State and Specimen Contracts for full details.*

**Issue Ages:**

Level Premium Structure: 18 – 60\*  
Graded Premium Structure: 18 – 50  
Step-Rate Premium Structure: 18 – 40

*Age is determined by age last birthday*

*\*Maximum issue age for 10-year benefit period is 55  
Maximum issue age for Employer-Sponsored QSPP is age 74*

**Classes of Risk:**

Preferred, Select, Standard

*Preferred available to issues ages 18 – 60 and unavailable to occupation classes 2/2M and 1/1M or with substandard risks.*



Occupation Classes: 6, 5, 4, 3, 2, 1 (Non-medical markets)

6M, 5M, 4M, 3M, 2M, 1M (Medical markets)

*Classes 2/2M and 1/1M are available in employer-sponsored situations with a mix of other occupation classes (at least 50% of participants must be in classes 6/6M through 3/3M).*

*Classes 2 and 2M are also available for business owners who have owned the business for at least five years and whose income is at least \$50,000.*

*For classes 2/2M and 1/1M, SIS is required (where available) after the first \$500 of base monthly indemnity. The next \$1,500 will be comprised of coverage issued under the SIS rider (offset by any other in-force SIS or GLTD coverage). Any additional coverage thereafter will be issued as base monthly indemnity to the stated maximum.*

Elimination Periods: Months: 1, 2, 3, 6, 12, 24

*One month equals 30 days.*

*24-month elimination period unavailable with 2-year and 5-year benefit periods.*

*24-month elimination period unavailable in some states regardless of benefit period.*

*12-month elimination period unavailable with a 2-year benefit period in some states.*

*Refer to General Product Information, State Exceptions, Product Variations by State section for complete combination availability details.*

Benefit Periods: To age 67, to age 65, 10 years\*, 5 years, 2 years

*Graded and step-rate premium structures are unavailable with a 2-year or 5-year benefit period.*

*To age 67, to age 65 and 10-year benefit periods unavailable with occupation classes 2/2M and 1/1M.*

*To age 67 and to age 65 benefit periods are unavailable for clients whose net worth exceeds six million.*

*\*Maximum issue age for 10-year benefit period is 55.*



Benefit periods must meet the federal guidelines for nondiscrimination in employment because of age. Depending on the benefit period selected, one of the following tables will appear on the policy schedule page:

For a 2-Year Benefit Period:

If Disability Begins	The Benefit Period is
Prior to age 75	24 Months
At or after age 75	12 Months

For a 5-Year Benefit Period:

If Disability Begins	The Benefit Period is
Prior to age 61	60 Months
At or after age 61, but before age 62	48 Months
At or after age 62, but before age 63	42 Months
At or after age 63, but before age 64	36 Months
At or after age 64, but before age 65	30 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 Months

For a 10-Year Benefit Period:

If Disability Begins	The Benefit Period is
Prior to age 55	120 Months
At or after age 55, but before age 60	To Age 65
At or after age 60, but before age 61	60 Months
At or after age 61, but before age 62	48 Months
At or after age 62, but before age 63	42 Months
At or after age 63, but before age 64	36 Months
At or after age 64, but before age 65	30 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 Months

For a ‘To Age 65’ Benefit Period:

If Disability Begins	The Benefit Period is
Prior to age 60	To Age 65
At or after age 60, but before age 61	60 Months
At or after age 61, but before age 62	48 Months
At or after age 62, but before age 63	42 Months
At or after age 63, but before age 64	36 Months
At or after age 64, but before age 65	30 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 Months



For a ‘To Age 67’ Benefit Period:

If Disability Begins	The Benefit Period is
Prior to age 60	To Age 67
At or after age 60, but before age 61	84 Months
At or after age 61, but before age 62	72 Months
At or after age 62, but before age 63	60 Months
At or after age 63, but before age 64	48 Months
At or after age 64, but before age 65	36 Months
At or after age 65, but before age 75	24 Months
At or after age 75	12 Months

Minimum Issue Limits: \$500\*  
\$200 for Future Increase/Purchase Option exercises.

The following are included in calculating minimum issue limit:

- monthly indemnity of the base policy (minimum \$200) plus
- monthly indemnity of Social Insurance Substitute rider (if applicable) (minimum \$200)

*The minimum can be achieved with a combination of base and Social Insurance Substitute rider.*

*For Classes 2/2M and 1/1M, SIS is required (where available) after the first \$500 of base monthly indemnity issued. The next \$1,500 will be comprised of coverage issued under the SIS rider (offset by any other in-force SIS or GLTD coverage). Any additional coverage thereafter will be issued as base monthly indemnity to the stated maximum.*

*\*Amount applied for must always be a multiple of \$10.*

Maximum Issue Limits: Refer to Individual Products Underwriting Guidelines – Issue and Participation Limits chart.

Riders Available:

- Residual Disability Benefit
- Graded Lifetime Indemnity for Total Disability
- Retirement Protection Plus Disability Benefit
- Future Increase Option
- Automatic Benefit Enhancement (*a no-charge rider available only at underwriter discretion.*)
- Catastrophic Disability Benefit
- Cost of Living Adjustment (*3% Compound, 6% Maximum, Four-Year Delayed*)
- Social Insurance Substitute
- Unemployment Waiver of Premium
- Partial Disability Benefit



Additional Monthly Benefit\*

*\*Available as add-on or FIO exercises only. Refer to In-Force and FIO/FPO/GDR Exercise Section.*

*Not all riders available together with all benefit or elimination periods, or issue ages. Refer to ProVider Plus Optional Benefits for full benefit descriptions.*

Premiums: Unisex rates

Premium Structures: Level, Graded or Step-Rate

Level – guaranteed level to age 65 or 67, whichever applies.

Graded – increases annually at guaranteed amounts until the policy anniversary following age 60. Premiums for issue ages 18 through 25 and ages 60 through 65 are level.

Available to applicants up to issue age 50 with benefit periods to age 67, to age 65 or 10 years.

Applicants have the right to convert from graded to level premium structure on any policy anniversary through age 50 at attained-age premiums.

Step-Rate – guaranteed and remains level for five years or to age 35, whichever is later. The ultimate premium is equal to 95% of the attained age level premium. Step rate applies only to the base premium. Any attached riders (including AMB) will be issued on a level premium basis.

Available to applicants up to issue age 40 with benefit periods to age 67, to age 65 or 10 years.

Discounts: Employer-Sponsored – A permanent, 10%, policy-level discount for qualifying QSPPs.

Multi-Policy – A first year, 5% discount when the policy is purchased within six months of a Berkshire DI or Long Term Care, or Guardian life policy.

Renewability: This policy is non-cancellable and guaranteed renewable to age 65 (or age 67 if this benefit period is selected).

Thereafter, the base policy contract is conditionally renewable at attained age premiums after the expiration date as long as the insured is gainfully employed full time (30 hours per week minimum) for at least 10 months each year and the premium is paid on time.



The maximum benefit period after age 65, but before age 75 is 24 months; if disability begins at or after age 75, the maximum benefit period is 12 months.

The only coverage that continues after the expiration date is that for total disability (AMB continues during the conditional period). All other coverages terminate.

Any exclusions or limitations applied to the base policy contract prior to the expiration date will be applicable to the policy during the period of conditional renewability after the expiration date.

Specialty Language: Automatically included in policies issued in occupation classes 6M through 3M. Specialty language modifies the definition of your occupation.

Annual Policy Fees:	\$1,000 and up:	\$30
	\$500 – \$999:	\$75
	FIO/FPO/GDR exercises:	\$15

Modal Premiums:	<u>Premium Term</u>	<u>Modal Factor</u>
	Semiannual	0.515000
	Quarterly	0.262650
	Monthly (List Billed)	0.085833
	GOM	0.083333

Substandard Premiums: Applied on a policy level basis to all coverage, before policy fee, to the **class of risk premium rates**. Increments are 25%, 50%, 75% or 100%.

**State Product Variations:**

Arkansas: 720-day elimination period unavailable  
360-day elimination period unavailable with 2-year benefit period

Connecticut: 720-day elimination period unavailable  
360-day elimination period unavailable with 2-year benefit period  
Catastrophic Disability Benefit Rider unavailable

Delaware: 720-day elimination period unavailable  
360-day elimination period unavailable with 2-year benefit period

Florida: Premiums 10% higher  
Association Program unavailable



Idaho:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period
Iowa:	720-day elimination period unavailable
New Jersey:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period Retirement Protection Plus Rider unavailable Managerial Duties Endorsement unavailable Catastrophic Disability Benefit Rider cannot exceed the base policy New Jersey version of the Social Insurance Substitute (SIS) rider available
New York:	Retirement Protection Plus Rider unavailable Unemployment Waiver of Premium Rider unavailable New York version of the Social Insurance Substitute (SIS) rider available Policy Endorsement attached to policies issued under certain conditions
North Carolina:	Policy Endorsement attached to policies issued under certain conditions
Pennsylvania:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period
South Carolina:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period
Texas:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period Catastrophic Disability Benefit Rider unavailable
Utah:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period
Virginia:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period Managerial Duties Endorsement unavailable
Washington:	720-day elimination period unavailable 360-day elimination period unavailable with 2-year benefit period



West Virginia: 720-day elimination period unavailable  
360-day elimination period unavailable with 2-year benefit period

Total Disability or Totally Disabled: 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.

You will be totally disabled even if you are gainfully employed in another occupation so long as, solely due to injury or sickness, you are not able to work in your occupation.

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

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.

Total Disability or Totally Disabled with Specialty Language: 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.

You will be totally disabled even if you are gainfully employed in another occupation so long as, solely due to injury or sickness, you are not able to work in your occupation.

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

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.

If you have limited your occupation to the performance of the material and substantial duties of a single medical specialty or to a single dental specialty, we will deem that specialty to be your occupation.

**Exclusions and Limitations:** *Products not available in all states and product provisions and features may vary by state. Refer to State Exceptions Product Variations by State and Specimen Contracts for full details.*

Exclusions: We will not pay benefits for any disability:  
• caused by, contributed to, or which results from military training, military action, military conflict, or war, whether declared or undeclared, while you are



- serving in the military or units auxiliary thereto, or working for contracted military services;
- during any period of time in which you are incarcerated;
- caused by, contributed to, or which results from your commission of, or attempt to commit, a criminal offense as defined under local, state, or federal law;
- caused by, contributed to, or which results from your being engaged in an illegal occupation;
- caused by, contributed to, or which results from the suspension, revocation or surrender of your professional or occupational license or certification;
- caused by, contributed to, or which results from an intentionally self-inflicted injury; or
- due to any loss we have excluded by name or specific description.

Limitation While Outside the United States or Canada:

You must be living full time in the 50 United States of America, the District of Columbia or Canada in order to receive benefits under the policy, except for incidental travel or vacation, otherwise benefits will cease. Incidental travel or vacation means being outside of the 50 United States of America, the District of Columbia or Canada for not more than two non-consecutive months in a 12-month period. You may not recover benefits that have ceased pursuant to this limitation.

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

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

Pre-existing Condition Limitation:

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

Mental and/or Substance-Related Disorders Limitation:

Benefits for any disability due to a mental and/or substance-related disorder will be paid for a period not longer than the maximum benefit period for mental and/or substance-related disorders.

After the maximum benefit period for mental and/or substance-related disorders and subject to the policy provisions, we will only pay benefits while you are



continuously confined in a hospital for treatment of a disability due to a mental and/or substance-related disorder, and you are under the regular medical care of a physician.

Under no circumstance will we pay benefits for any disability due to a mental and/or substance-related disorder that we have excluded by name or specific description.

**Definitions:** *Products not available in all states and product provisions and features may vary by state. Refer to State Exceptions Product Variations by State and Specimen Contracts for full details.*

**Accumulation Period:** 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:** References to a specific age – such as age 65 – means your age as of the policy anniversary that first occurs on or after the birthday on which you attain that age.

**Benefit Period:** Shown in the schedule page. It is the longest period of time for which we will pay benefits for a continuous disability from the same cause.

**Coverage:** The benefits available under the policy.

**Disability or Disabled:** Disability means total disability. Disabled means totally disabled.

**Effective Date:** The date that the policy, or a rider, takes effect.

**Elimination Period:** Shown in the schedule page. It is the number of days that must elapse before benefits become payable. The elimination period starts on the first day that you are disabled. You must be disabled, from the same cause or a different cause for this entire period. The days within this period need not be consecutive, but they must occur within the accumulation period. Benefits will not accrue or be payable during the elimination period.

**Expiration Date:** Shown in the schedule page. The date on which coverage ends, if the policy has not previously terminated.

**Full Time:** At least 30 hours each week.

**Gainfully Employed or Gainful Employment:** Actively at work or engaged in activities for income, remuneration or profit.



- Hospital: A facility or institution legally operating as a hospital that:
- is mainly engaged in providing in-patient 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 graduate nurses.

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

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

Income: The compensation that you receive, or which is attributable to you, for work or personal services, after business expenses, but before any other deductions. Income includes salaries, wages, fees, commissions, bonuses, pension and profit sharing contributions, other payments for your personal services, and other compensation or income earned by you or attributable to you by a business in which you have an ownership interest. Income does not include any forms of unearned income except as derived from a business in which you have an ownership interest. With respect to other compensation or income earned by you or attributable to you by a business in which you have an ownership interest, this amount is determined after deduction of normal and customary unreimbursable business expenses but before deduction of any of your personal income taxes.

**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, as defined above, for each month during a period of disability. We will not include income received for services rendered prior to the start of disability in your current income.

**Business Expenses** means the regular business expenses which may be deducted from gross earned income for the period income is being determined. When you are disabled, your business expenses may not exceed your business expenses for the last full calendar year prior to the onset of disability.



**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:** 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:** Shown in the schedule page. It is Your age on the policy date.

**Loss Payee:** Named in the schedule page. We will pay benefits for which we are liable to the loss payee.

**Maximum Benefit Period for Mental and/or Substance-Related Disorders:** Shown in the schedule page. It is the longest period of time, during the duration of the policy, for which we will pay benefits for loss contributed to or caused by mental and/or substance-related disorders.

**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, infections, or a form of senility or irreversible dementia such as Alzheimer’s Disease.

**Monthly Indemnity:** Shown in the schedule page. It is the amount we will pay for each month of total disability.

**Owner:** Shown in the schedule page. You are the owner unless some other person or entity is named in the schedule page. The owner has the right to renew the policy, to request a change in coverage, to change the loss payee, and to make other policy changes.

**Physician:** 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 or anyone related to you by blood or marriage, a member of your household, your business or professional partner or employer, or any person who has a financial affiliation or business interest with you. 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:** The legal contract between you and us. The entire contract consists of the policy, any application(s), the schedule pages and any attached riders, amendments, and endorsements.

**Policy Anniversary:** The yearly anniversary of the policy date while the policy remains in force.

**Policy Date:** Shown in the schedule page. It is the date from which premiums are calculated and become due.

**Pre-Existing Condition:** A physical or mental condition:

- that was misrepresented or not disclosed in your 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:** Shown in the schedule page. It is the frequency of your premium payments.

**Sickness:** An illness or disease that first manifests itself on or after the effective date and while the policy is in force.

**Suspension Period:** A period of time during which the policy will not be in force. We will neither accept premiums nor pay benefits under the policy during a suspension period. The policy will not cover losses that result from injury or sickness that occurs or begins during a suspension period. No privileges or options under the policy or any attached riders may be exercised during a suspension period.

**Termination Date:** The date on which the policy terminates.

***Products not available in all states and product provisions and features may vary by state. Refer to 1500 specimen contract for full details.***