

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

OWN OCCUPATION RIDER

This Rider provides a Monthly Benefit when the Insured is Totally Disabled as defined by this Rider. It also modifies, if In Force, the Partial Disability Benefits provision of the Extended Partial Disability Benefits Rider equal to the Monthly Benefit for this Own Occupation Rider shown in the Policy Specifications. It is made part of the Policy. It is issued in consideration of the application and premium payments for this Rider and for the Policy to which it is attached. All definitions, provisions, exceptions, limitations, and other terms of the Policy apply to this Rider unless specifically changed by this Rider.

Premiums

Premiums for this Rider are shown in the Policy Specifications and must be paid along with premiums for the Policy. If You keep Your Policy In Force after this Rider terminates, payments of premiums for this Rider will no longer be required. If this Rider is issued after Your Policy was issued, We will send new Policy Specifications.

Modification to the Definitions Section of the Policy

Solely for the Monthly Benefits available under this Rider, the definition of TOTAL DISABILITY is:

TOTAL DISABILITY - The occurrence of a condition caused by a Sickness or Injury in which the Insured:

- cannot perform the main duties of his/her Occupation;
- is working in another occupation;
- must be under a Doctor's Care; and
- the Disability must begin while this Rider is In Force.

Own Occupation Benefit

After the satisfaction of the Waiting Period for this Rider shown in the Policy Specifications, We will pay the Own Occupation Monthly Benefit as shown in the Policy Specifications if the Insured is Totally Disabled as defined in this Rider.

Modification to the Partial Disability Benefit provision if the Extended Partial Disability Benefits Rider is In Force:

The following is added to the Partial Disability Benefits provision of the Extended Partial Disability Benefits Rider, if In Force:

Monthly Benefit payments under this Own Occupation Rider will be in lieu of any Monthly Benefit under the Extended Partial Disability Benefits Rider equal to the Monthly Benefit for this Own Occupation Rider shown in the Policy Specifications. We will evaluate eligibility for Monthly Benefits under the Extended Partial Disability Benefits Rider for the amount, if any, that exceeds the Monthly Benefit of this Own Occupation Rider.

Cost of Living Rider

The Monthly Benefit under this Rider will be included when determining the increase to the Monthly Benefit from the Cost of Living Rider if:

- the Cost of Living Rider is In Force on Your Policy;
- the Insured meets all of the requirements of the Cost of Living Rider; and
- the Insured fulfills the eligibility requirements to receive Monthly Benefits from the Own Occupation Rider.

Following a period of Disability during which monthly increases were paid, You will have the opportunity to purchase additional Monthly Benefits for this Own Occupation Rider in accordance with the Cost of Living Rider, if In Force.

The maximum additional Monthly Benefit available for this Rider will be computed by multiplying the:

- accrued percentage on which the last Cost of Living Monthly Benefit increase was based; and
- Own Occupation Monthly Benefit shown in the Policy Specifications.

Other Riders

Unless You request Us not to, We will increase the Monthly Benefit under this Own Occupation Rider when You purchase additional Monthly Benefits under the Future Insurability Option Rider and/or Automatic Benefit Increase Rider if those Riders are In Force on Your Policy.

Dividends

Each year We determine how much We may pay as dividends. We specify how dividends are based in the Dividends provision of Your Policy. We use the same procedure to determine the dividends We may pay on this Rider.

Time Limit On Certain Defenses

After two years from the date this Rider becomes Effective, only fraudulent misstatements in the application may be used to void this Rider or to deny a claim for a Disability that starts after the two year period.

After two years from the date any additional benefit or Rider change based on a subsequent application becomes Effective, only fraudulent misstatements in the subsequent application may be used to void or deny the additional benefit or Policy change for this Rider.

No claim for Disability that starts two years after the date this Rider (which requires Proof of Good Health to purchase) becomes Effective will be denied because a disease or physical condition existed before coverage began: Unless We have specifically excluded the condition from coverage by name or specific description.

No claim for Disability caused by a disease or physical condition fully and accurately described in the application will be denied on the basis that the condition existed before coverage began: Unless We have specifically excluded the condition from coverage by name or specific description.

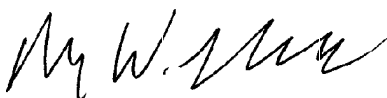
With respect to statements made in the application for this Rider: The Time Limit on Certain Defenses provision of this Rider will apply.

Termination

This Rider will end on the earliest of the following dates:

- 31 days after the due date of any unpaid premium;
- as of the next premium due date upon Your Written Request;
- the Policy Expiration Date; or
- the death of the Insured.

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY



PRESIDENT