

**MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**  
Springfield, Massachusetts

**EXTENDED PARTIAL DISABILITY BENEFITS RIDER**

This Rider provides benefits for Partial Disability. We discuss Disability benefits in the Disability Benefits section of Your Policy. All definitions in the Policy apply to this Rider, unless otherwise specified.

**General**

This Rider is made a part of Your Policy in consideration of the application and premium payments. A copy of the application is attached to and made a part of Your Policy. If this Rider is issued after the Policy was issued, We will send new Policy Specifications. The Waiting Period and the Maximum Benefit Period for this Rider are shown in the Policy Specifications.

**Premiums**

The premiums for this Rider are shown in the Policy Specifications. Premiums for this Rider must be paid along with the premiums for the Policy. If You keep Your Policy In Force after this Rider terminates, You will no longer pay premiums for this Rider.

**Definitions**

**CURRENT INCOME** -- Income received during a period of Disability for which a benefit is claimed, excluding any amounts earned prior to the start of Disability.

**DEMONSTRATED RELATIONSHIP** -- With respect to a Loss of Income, the Disability is a substantial factor in producing the loss. A Disability would not have a Demonstrated Relationship to a Loss of Income produced primarily by intervening causes which are not related to the Disability.

**LOSS OF INCOME** -- The Insured's Pre-disability Income minus his/her Current Income, calculated on a basis consistent with that used to calculate Pre-disability Income.

**PRE-DISABILITY INCOME** -- The greatest of: the average monthly Income earned and received for the last 12 months before the start of Disability; or the average monthly Income earned and received for the last 24 months before the start of Disability; or the average monthly Income earned and received for the highest consecutive 24 months during the 60 months prior to Disability.

**PARTIAL DISABILITY**

For the first 6 months of Partial Disability whether during the Waiting Period or after, the Insured is Partially Disabled if due to Sickness or Injury he/she:

- is working at his/her Occupation or another occupation;
- is under a Doctor's Care; and
- fulfills the circumstances described in either (1), (2) or (3) below:

(1) can do some, but not all, of the main duties of his/her Occupation. The main duty(s) that the insured is unable to perform must account for at least 15% of the time he/she spent in his/her Occupation just prior to the start of the Disability.

(2) can perform all the main duties of his/her Occupation, but for no more than 85% of the time they were collectively performed consistently just prior to the start of the Disability.

- (3)
- has a reduced capacity to perform his/her Occupation;
  - has a Loss of Income of at least 15% of Pre-disability Income; and
  - can show a Demonstrated Relationship between the Loss of Income and the current Disability.

After the first 6 months of Partial Disability, whether during the Waiting Period or after, the Insured is Partially Disabled if, due to Sickness or Injury he/she:

- is working at his/her Occupation or another occupation;
- is under a Doctor's Care;
- has a reduced capacity to perform his/her Occupation;
- has a Loss of Income of at least 15% of Pre-disability Income; and

- can show a Demonstrated Relationship between the Loss of Income and the current Disability.

### Partial Disability Benefits

In order for Partial Disability benefits to be paid, the Insured must have been Totally Disabled and/or Partially Disabled throughout the full Waiting Period for this Rider shown in the Policy Specifications. No Benefits are accrued during the Waiting Period. Once the Waiting Period has been satisfied and while the Insured is Partially Disabled, We will pay benefits as follows:

For the first 12 months of Partial Disability Benefits:

Any monthly payment for Partial Disability will be at least 50% of the Extended Partial Disability Monthly Benefit shown in the Policy Specifications. Based on the Insured's Loss of Income, the monthly payment can exceed the 50% minimum as determined below:

- If the Insured's Loss of Income is more than 50% of the Extended Partial Disability Monthly Benefit shown in the Policy Specifications, the monthly payment will be the Insured's actual Loss of Income, up to the Extended Partial Disability Monthly Benefit shown in the Policy Specifications; or
- If the Insured's Loss of Income is greater than 75% of Pre-disability Income, the monthly payment will be the full Extended Partial Disability Monthly Benefit shown in the Policy Specifications.

If eligible under both above conditions, the greater of the two monthly payments will be made.

Starting with the 13th month of Partial Disability Benefits:

Any monthly payment for Partial Disability will be based on the Insured's Loss of Income relative to the Pre-disability Income. The monthly payment will be determined as follows:

- If the Insured's Loss of Income is equal to or greater than 15% of Pre-disability Income, but less than or equal to 75% of Pre-disability Income, the monthly payment will be determined by the following:

$$\frac{\text{Extended Partial Disability Monthly Benefit} \times \text{Loss of Income}}{\text{Pre-disability Income}}$$

- If the Insured's Loss of Income is greater than 75% of Pre-disability Income, the monthly payment will be the full Extended Partial Disability Monthly Benefit shown in the Policy Specifications.

### Recovery Benefit

After a period of Total Disability or Partial Disability payments, a Recovery Benefit will be paid provided the Insured's Loss of Income is at least 15% of Pre-disability Income and there is a Demonstrated Relationship between the Insured's Loss of Income and the previous Disability. The Recovery Benefit will be paid following the Insured's full recovery and return to his/her Occupation as it was being performed just prior to the start of Disability. The monthly payment will be determined as follows:

$$\frac{\text{Extended Partial Disability Monthly Benefit} \times \text{Loss of Income}}{\text{Pre-disability Income}}$$

We will periodically evaluate the Demonstrated Relationship between the Insured's Loss of Income and the previous Disability. We will continue to make monthly payments as long as the Insured's Loss of Income is at least 15% of Pre-disability Income and there is a Demonstrated Relationship between the Insured's Loss of Income and the previous Disability. Monthly payments will not exceed the Maximum Benefit Period for Partial Disability.

### Adjustment to Pre-disability Income

The amount of Pre-disability Income will be increased after each 12 months of Disability. We will increase it by the same percentage that the Consumer Price Index (CPI) rose during the preceding 12 months of Disability. The CPI will be the one used in adjusting Social Security benefits. If the CPI is replaced by another index, We will use the one used for adjusting Social Security benefits. The percentage will never be less than 3%. Once adjusted, the Pre-disability Income will not be decreased during that period of Disability. We will ignore decreases in the CPI.

### 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 Rider change.

No claim for Disability that starts two years after the date this Rider or additional benefit (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.

#### **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 Expiration Date of the Policy; or
- the death of the Insured.

MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY



PRESIDENT