Massachusetts Mutual Life Insurance Company

It is our pleasure to issue this valuable policy.

INSURED JOE CLIENT

DATE OF ISSUE OCT 31, 2012

POLICY NUMBER 8,909,906

PRODUCT DISABILITY INCOME



Massachusetts Mutual Life Insurance Company Springfield, Massachusetts

INSURED JOE CLIENT

8,909,906

POLICY NUMBER

We at Massachusetts Mutual Life believe You should read Your Policy carefully. We have written it in plain English so You will understand the terms. We will, subject to these terms, pay the benefits to the Recipient of Benefits if the Insured should become Disabled while the Policy is In Force. This Policy is a legal contract between the Owner and the Company.

We provide benefits for a loss arising from a Sickness that first appears (makes itself known) after the Policy becomes Effective and while this Policy is In Force. We also provide benefits for a loss resulting from an Injury that happens while the Policy is In Force.

We provide benefits for a loss arising from a condition that existed before the Policy was In Force, if the condition was fully and accurately described in the application and We did not specifically exclude the condition from coverage. The loss must occur while the Policy is In Force.

RENEWAL PROVISION. We will not cancel this Policy. We will not change the premiums from those shown in the Policy Specifications, unless requested to do so by You. As long as the premiums are paid on time, We will continue coverage until the Expiration Date.

This Policy is issued by Massachusetts Mutual Life Insurance Company from Our Home Office, 1295 State Street, Springfield, Massachusetts 01111-0001 on the Issue Date shown in the Policy Specifications.

READ YOUR POLICY CAREFULLY

SECRETARY

Orryson C. Peax Du

PRESIDENT

My W. Mur

REGISTRAR

TEN DAY RIGHT TO EXAMINE POLICY

If for any reason You decide not to keep this Policy, send it to Us within 10 days after receiving it. Send it to Our Home Office or to the agent who sold You the Policy. We will treat the Policy as though it never had been issued. We will refund any premium paid.

Pre-Existing Condition

This Policy may not cover a Pre-Existing Condition which exisited within the 12 month period preceding the time in which coverage of the Insured becomes Effective. Refer to the definition of Pre-Existing Condition.

Countersigned By Licensed Resident Agent

DISABILITY INCOME POLICY

Noncancellable - rates guaranteed for the life of the Policy
Guaranteed continuable to Age 65
Participating
Convertible at Age 65

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POLICY SPECIFICATIONS

Insured: JOE CLIENT Policy Number: 8,909,906
Policy Date: OCT 28, 2012 Age and Sex: 33 MALE
Date of Issue: OCT 31, 2012 Occupational Class: 5P

Premium Class: STANDARD, NON-TOBACCO RATES

DISABILITY INCOME POLICY

Policy Owner: JOE CLIENT
Recipient of Benefits: JOE CLIENT
Policy Expiry Date: OCT 28, 2044

Monthly Anniversary: 28TH DAY OF EACH MONTH
Annual Premiums: SEE PREMIUM SUMMARY
Modal Premiums: SEE PREMIUM SUMMARY

Premium Mode: ANNUAL

Premium Type: GRADED AND LEVEL

COVERAGE SUMMARY

Coverage <u>Date</u> The coverages below	Coverage v are based on a Graded Premium structu	Monthly Benefit	Waiting <u>Period</u>	Maximum Benefit <u>Period*</u>
	POLICY COVERA	AGE		
OCT 28, 2012	Total Disability Benefit	\$2,000	365 DAYS	TO AGE 65 ¹
	RIDER COVERA	(GE		
OCT 28, 2012	Extended Partial Disability	\$3,000 [†]	365 DAYS	TO AGE 65
OCT 28, 2012	Social Insurance	\$1,000	365 DAYS	TO AGE 65
OCT 20 2012	Own Occupation Reposit	\$3,000 [^]	265 DAVE	TO ACE 65
OCT 28, 2012	Own Occupation Benefit	\$3,000	365 DAYS	TO AGE 65
OCT 28, 2012	Cost of Living 3%	\$2,000		TO AGE 65
OCT 28, 2012	Future Insurability Options Total Available Benefits: Option Date: 0CT 28	\$1,000		
OCT 28, 2012	Automatic Additional Benefit Increase			

The coverages below are based on a Level Premium structure:

RIDER COVERAGE

OCT 28, 2012 HIV Disability - Expiry Year: 2022 \$2,000 24 MONTHS

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COVERAGE SUMMARY (continued for)

Insured: JOE CLIENT Policy Number: 8,909,906

Date of Issue: OCT 31, 2012 Policy Date: OCT 28, 2012

This policy also includes a Guaranteed Insurability Option Endorsement, which provides the right to purchase \$25,000 of life insurance without Proof of Good Health other than proof that the Insured is not Disabled.

¹The Maximum Benefit Period for Total Disability with a To Age 65 benefit Period is as follows: If Total Disability begins:

Before Age 61	To Age 65
At Age 61, but before Age 62	48 Months
At Age 62, but before Age 63	42 Months
At Age 63, but before Age 64	36 Months
At Age 64, but before Age 65	30 Months

Future Insurability Options expire on OCT 28, 2039 See rider for details.

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POLICY SPECIFICATIONS PAGE 2 OF 5

²Under a Graded Premium structure, premiums increase annually each year until the Insured's Age 50; thereafter, premiums are level. Any coverage added after the original coverage date will be issued at Level Premiums.

If the Extended Partial Disability Rider is In Force on this Policy, please refer to the Own Occupation Rider for a detailed explanation of how We will coordinate Monthly Benefits between the Own Occupation and Extended Partial Disability Riders.

^{* -} Indicates changed information (if applicable)

AUTOMATIC ADDITIONAL BENEFIT INCREASES

INSURED: JOE CLIENT POLICY NUMBER: 8,909,906

DATE OF ISSUE: OCT 31, 2012 POLICY DATE: OCT 28, 2012

PREMIUM TYPE: LEVEL*

You have elected the Automatic Additional Benefit Increase Rider. Three percent (3%) of your initial Monthly Benefit will be automatically added to your Total Disability Benefit and the following riders if they exist on your policy: Partial Disability Benefit, Extended Partial Disability Benefit, Cost of Living Rider, Group Supplement Rider, Short Term Rider and Own Occupation Rider. This will be done on each of the next five Option Dates, subject to the terms of the Automatic Additional Benefit Increase Rider. If all increases become effective, the premiums for your policy will increase as follows:

Option Date	Annual Premium <u>Increase</u>	Modal Premium <u>Increase</u>
OCT 28, 2013	\$32.25	\$32.25
OCT 28, 2014	\$34.60	\$34.60
OCT 28, 2015	\$35.48	\$35.48
OCT 28, 2016	\$37.22	\$37.22
OCT 28, 2017	\$38.99	\$38.99

* Premium type for the Automatic Additional Benefit Increases, regardless of premium type on current coverage.

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POLICY SPECIFICATIONS PAGE 3 OF 5

ANNUAL PREMIUM SUMMARY

Insured: JOE CLIENT Policy Number: 8,909,906

Date of Issue: OCT 31, 2012 Policy Date: OCT 28, 2012

Premium Structure:

Years

OCT 28, 2012 - OCT 28, 2044 GRADED PREMIUM/LEVEL PREMIUM 2

	<u>Total</u>		<u>Total</u>
<u>Year</u>	Annual Premium	<u>Year</u>	Annual Premium
2012	\$689.03	2028	\$1,843.11
2013	\$711.74	2029	\$1,915.21
2014	\$761.02	20 30	\$1,915.21
2015	\$783.32	2031	\$1,915.21
2016	\$829.79	2032	\$1,915.21
2017	\$890.45	2033	\$1,915.21
2018	\$960.60	2034	\$1,915.21
2019	\$1,042.90	2035	\$1,915.21
2020	\$1,137.79	2036	\$1,915.21
2021	\$1,233.54	2037	\$1,915.21
2022	\$1,264.36	2038	\$1,915.21
2023	\$1,383.39	2039	\$1,876.70
2024	\$1,515.18	2040	\$1,876.70
2025	\$1,624.32	2041	\$1,876.70
2026	\$1,678.06	2042	\$1,876.70
2027	\$1,757.42	2043	\$1,876.70

²Under a Graded Premium structure, premiums increase annually each year until the Insured's Age 50; thereafter, premiums are level. Any coverage added after the original coverage date will be issued at Level Premiums.

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POLICY SPECIFICATIONS PAGE 4 OF 5

OWNER PAGE

INSURED: JOE CLIENT DATE OF ISSUE: OCT 31, 2012

POLICY NUMBER: 8,909,906 POLICY DATE: 0CT 28, 2012

<u>Owner</u>

THE INSURED.



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POLICY SPECIFICATIONS PAGE 5 OF 5

DEFINITIONS

AGE -- The age of the Insured on his/her nearest birthday.

COVERAGE DATE -- This is the Policy Date for coverages issued under the initial application. For coverages added later, it is the date used to calculate the premium due. It is not used to determine when coverage is Effective.

DISABILITY, DISABILITIES, OR DISABLED -- The occurrence while this Policy is In Force of a Total Disability. If the Partial Disability Benefits Rider, Extended Partial Disability Benefits Rider or Group Supplement Disability Benefits Rider are In Force, this also includes a condition caused by a Sickness or Injury which results in a Partial Disability.

DOCTOR -- A licensed physician, other than the Insured or Owner, parent, spouse or child of the Insured or Owner, acting within the scope of his/her license.

DOCTOR'S CARE -- The Insured is receiving care by a Doctor which, under prevailing medical standards, is appropriate for the condition causing the Disability. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.

EFFECTIVE -- Coverage is Effective when this Policy is issued and delivered to You provided the first full premium is then paid and all answers on the application are true and complete as if made at the time of delivery.

Coverage is Effective on the Issue Date if a premium was paid at the time of application; the Conditional Advance Premium Receipt was given at that time; and this Policy was issued at standard rates exactly as applied for.

Additional coverages are Effective on the Monthly Anniversary on or after the date We issue the new Policy Specifications containing the coverage, subject to payment of the initial premium. If the initial premium is not paid when due, the coverage will be treated as never having been Effective and new Policy Specifications will be issued showing this fact.

EXPIRATION DATE -- This is the Policy Anniversary on or next after the Insured's 65th birthday. Thereafter, this Policy is no longer In Force.

HOME OFFICE -- Our office at 1295 State Street, Springfield, Massachusetts 01111-0001.

IN FORCE -- The status of this Policy after it becomes Effective and prior to termination.

INCOME -- Gross earnings of the Insured from his/her personal activity in any profession(s) or business(es). If the Insured's vocation involves ownership of any portion of any profession or business, including any corporation, Income includes his/her share of the earnings of that profession or business due to such ownership. We will deduct from gross earnings any amount which is deductible as a business expense for Federal Income Tax purposes. Income does not include:

- investment income;
- rent;
- royalties;
- deferred compensation payments from plans executed more than 30 days prior to Disability;
- retirement income;
- other disability income benefits in force or applied for.

INJURY -- An accidental bodily injury that occurs while this Policy is In Force.

INSURED -- The person insured under this Policy as shown in the Policy Specifications.

ISSUE DATE -- The date the Policy Specifications are printed. Subsequent Policy Specifications carry their own Issue Dates.

MAXIMUM BENEFIT PERIOD -- The maximum length of time We will pay monthly Disability benefits, whether for Total or, if applicable, Partial Disability, or a combination of both. We will not pay monthly Disability benefits for longer than the Maximum Benefit Period because of a change in the type of monthly Disability benefit paid. The Maximum Benefit Period is 24 months for each period of Disability caused or contributed to by a Mental Disorder.

MENTAL DISORDER -- Mental Disorder means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM), published by the American Psychiatric Association, most current as of the date of Disability. Mental Disorder includes, but is not limited to a mental, emotional, or behavioral disorder, or a disorder related to stress or to substance abuse or dependency. If the DSM is discontinued or replaced, Mental Disorder will include those disorders classified in the diagnostic manual then in use by the American Psychiatric Association as of the date of Disability.

OCCUPATION -- The Insured's regular profession(s) or business(es) at the start of Disability.

OWNER -- The person or entity, as shown in the Policy Specifications who has the exclusive right to exercise all rights and privileges under this Policy. If the Owner dies, the new Owner will be his/her executor or administrator. The Owner may be changed subject to Our notification, by Your Written Request.

PARTIAL DISABILITY -- Refer to the definition in the Partial Disability Benefits Rider, Extended Partial Disability Benefits Rider, or Group Supplement Disability Benefits Rider if You have one of these Riders In Force.

POLICY DATE -- The date used to determine the premium due date, Policy Anniversary, Policy Year, and Policy Expiration Date.

POLICY YEAR, POLICY ANNIVERSARY, POLICY MONTH, MONTHLY ANNIVERSARY -- These dates are computed from the Policy Date shown in the Policy Specifications. The first Policy Year begins on the Policy Date. The first Policy Anniversary is the Policy Date plus one year. The Policy Month begins on the same date in each calendar month as the Policy Date. The Monthly Anniversary is the same date in each succeeding month as the Policy Date.

PRE-EXISTING CONDITION -- The existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within the 12 month period preceding the time in which coverage of the Insured becomes Effective; or a condition for which medical advice or treatment was recommended or received within the 12 month period preceding the date coverage of the Insured became Effective.

PRESUMPTIVE TOTAL DISABILITY -- The Insured is Presumptively Totally Disabled when Sickness or Injury causes a total loss of:

- speech;
- hearing in both ears;
- sight in both eyes;
- use of both hands;
- use of both feet; or
- use of one hand and one foot.

PROOF OF GOOD HEALTH -- Proof satisfactory to Us that We receive that the Insured's health is acceptable according to Our standards.

PROOF OF INSURABILITY -- Proof satisfactory to Us that We receive that the Insured is an acceptable risk, according to Our standards. It includes Proof of Good Health and other information such as, but not

limited to, the Insured's Age, Occupation, Income, Unearned Income, and other disability income benefits in force or applied for.

PUBLISHED UNDERWRITING LIMITS -- The maximum amounts available based on the Insured's Age, Occupation, Income, Unearned Income, and other disability income benefits in force or applied for.

RECIPIENT OF BENEFITS -- The person or entity, as shown in the Policy Specifications designated to receive all Disability benefits of this Policy. The Recipient of Benefits is the Insured unless otherwise stated. The Recipient of Benefits may be changed, subject to Our notification, by Your Written Request.

REHABILITATION PROGRAM -- A formal program designed to prepare the Totally Disabled Insured for useful employment, including programs: operated by the Federal or State government; at a licensed vocational school, business school or accredited college; or of physical therapy provided by a properly licensed organization and as prescribed by the Insured's Doctor.

SICKNESS -- An illness or disease that first appears (makes itself known) while this Policy is In Force. Sickness also includes:

- the transplant of a part of the Insured's body to another person;
- complications of pregnancy or childbirth.

TOTAL DISABILITY -- The occurrence while this Policy is In Force of a condition caused by a Sickness or Injury, in which the Insured cannot perform the material and substantial duties of his/her Occupation and is <u>not</u> working at <u>any</u> other occupation. The Insured must be under a Doctor's Care.

UNEARNED INCOME -- Unearned Income may include, but is not limited to:

- investment income;
- rent; or
- royalties.

Unearned Income does not include gross earnings the Insured receives from his/her personal activity in any profession(s) or business(es).

WAITING PERIOD -- The period immediately following the start of Disability during which benefits do not accrue.

WE, OUR, US, COMPANY -- Massachusetts Mutual Life Insurance Company.

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WRITTEN REQUEST -- A request in writing in a form satisfactory to Us and received at Our Home Office.

YOU, YOUR -- The Owner.

DISABILITY BENEFITS

In order for Disability benefits to be paid, the Insured must be Disabled throughout the full Waiting Period. No benefits are accrued during the Waiting Period. The Waiting Period and the Maximum Benefit Period are shown in the Policy Specifications.

The Recipient of Benefits will not receive more than one Disability benefit at a time.

The benefit will not be larger if the Insured is Disabled from more than one cause, nor will the Maximum Benefit Period be extended. We will continue to pay benefits while the Insured is Disabled, up to the Maximum Benefit Period shown in the Policy Specifications.

Total Disability Benefit

We will pay the Total Disability Monthly Benefit shown in the Policy Specifications if the Insured is Totally Disabled.

Presumptive Total Disability Benefit

We will consider the Insured to be Totally Disabled as long as the Presumptive Total Disability continues and the Insured is under a Doctor's Care. Benefits will start to accrue following the earlier of the Waiting Period for Total Disability or 90 days. We will pay the Total Disability Monthly Benefit for up to the Maximum Benefit Period shown in the Policy Specifications. If the loss is deemed by Us to be total and irrecoverable, We will waive:

- the required Waiting Period;
- the requirement of a Doctor's Care; and
- the requirement that the Insured is not working.

Recurring Disability

For Disability benefits with a Maximum Benefit Period to Age 65 or Lifetime, a Recurring Disability is a related Disability that starts less than 12 months after a period of Disability ends.

For Disability benefits with a Maximum Benefit Period of less than to Age 65, a Recurring Disability is a related Disability that starts less than 6 months after a period of Disability ends.

It is also an unrelated Disability that starts less than 30 days after the Insured returns to work full-time,

at least 30 hours per week. The work must be consistent with his/her education, training, and experience. We will treat the Recurring Disability as a continuation of the prior Disability.

A Recurring Disability does not receive a new Maximum Benefit Period. Periods of Recurring Disability will be accumulated under the same Maximum Benefit Period. Benefits will be paid only up to the balance of the original Maximum Benefit Period.

If the Waiting Period has been satisfied, no new Waiting Period is required.

If the Waiting Period has not been satisfied, periods of Recurring Disability will be accumulated to satisfy the Waiting Period.

OTHER BENEFITS

Rehabilitation Benefit

We will reimburse the Insured for expenses he/she has actually paid and which are required for a Rehabilitation Program, if:

- We approve the Rehabilitation Program in writing before the Insured begins to participate in it. Our approval will be based on the nature of the Disability and the cost and appropriateness of the Rehabilitation Program.
- Disability benefits are currently being paid.
- We have not disapproved the Rehabilitation Program based on Our periodic review.
- those expenses are not defined as covered expenses by another insurer or not actually paid from another source.

We will periodically review the Insured's Rehabilitation Program. Our continued approval will be based on the nature of the Disability at the time of review, along with the cost and appropriateness of the Rehabilitation Program.

Expenses include the cost of physical therapy prescribed by the Insured's Doctor, tuition, books and use of equipment that are actually paid for by the Insured and that are required for the Rehabilitation Program.

Waiver of Premium Benefit

After the Insured has been Disabled for 90 days, We will waive payment of premiums for as long as the Insured remains Disabled. We will also refund any premium paid during the 90 day period before the Insured qualified for these benefits.

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We will waive premiums for this Policy and any attached Riders. We will waive premiums for the Policy based on the premium mode in effect when the Insured becomes Disabled.

Dividends

While this Policy is In Force, We may credit it with dividends. Dividends are based on divisible surplus, if any, as We may apportion at the end of each Policy Year. We pay dividends in cash on each Policy Anniversary. However, You may request that We apply the dividends toward the premium payments or accumulate the dividends at an interest rate of not less than 5% compounded annually.

Paying Premiums With Accumulated Dividends

While this Policy is In Force, an election may be made at the time of application or by Written Request to automatically use accumulated dividends, if sufficient, to pay any premium in default. The accumulated dividends may be insufficient to meet the full premium due. If so, We will change the premium mode, if there are sufficient accumulated dividends to meet the premium as changed. If not, this provision will not apply.

Reinstatement

This Policy will terminate if premiums are not paid within the Grace Period.

We may require a reinstatement application. If We do not require an application and Proof of Insurability, You may reinstate this Policy by paying the back premiums. Reinstatement will be Effective on the date We receive the back premiums due, at Our Home Office.

If We do require an application, We will require payment of back premiums due and Proof of Insurability. Reinstatement will be Effective on the date We approve Your application. If You are not notified of a disapproval of Your application, this Policy will be reinstated upon the 45th day following the date of receipt of Your application and any back premiums due.

The reinstated Policy will only cover Disabilities caused by Injuries that occur after the reinstatement is Effective. It will only cover Disabilities caused by a Sickness that first appears (makes itself known) more than 10 days after the date the reinstatement is Effective. Otherwise, the terms of this Policy will be the same as before termination, except for terms

added or excluded in connection with the reinstatement process.

Conversion Privilege at Expiration Date

This Policy terminates on the Expiration Date shown in the Policy Specifications. However, if the Insured is Totally Disabled on the Expiration Date, the Maximum Benefit Period for Total Disability Benefits will not be less than 24 months.

This Policy may be converted by You to a new policy on the Expiration Date if the Insured is actively employed at least 30 hours per week and is not Disabled.

Send Us Your Written Request at least 60 days before the Expiration Date to convert Your Policy. We may ask for proof that the Insured will be employed following the Expiration Date for at least 30 hours per week and is not Disabled.

The new policy will be the policy We then issue for persons over Age 65, except for terms added or excluded in connection with the conversion. The Benefit Period will be 24 months. The Waiting Period will be the lesser of:

- the Total Disability Waiting Period under this Policy; or
- the maximum Waiting Period under the new policy.

We will base the premium for the new policy on the Insured's Age and occupation at the time We issue the new policy. The rates will be those We are using at the time the new policy is issued.

PREMIUM PROVISIONS

Premium Payment Mode

Premiums are due in advance. The first premium is applied as of the Policy Date. Subsequent premiums are due at the end of the term for which the prior premium was paid. Premiums may be paid:

- (1) Annually on the Policy Anniversary,
- (2) Semiannually every six months after the Policy Date, or
- (3) Quarterly every three months after the Policy Date.

We may also permit premiums to be paid monthly on the Policy Date and every month thereafter.

Send premium payments to Our Home Office.

Changing Your Premium Mode

You may request a change in the premium mode, by Written Request, at any time subject to Our approval. We will not permit a change in premium mode during any period in which the Insured is Disabled. The change will be Effective on the next applicable premium due date.

Grace Period

Each premium after the first must be paid within 31 days after the due date to keep this Policy In Force. This is the Grace Period. The Policy will stay In Force during the Grace Period.

Refunding Premiums At The Insured's Death

We will refund to You any premium paid beyond the end of the Policy Month in which the Insured dies. Our Home Office must receive written notice in a form satisfactory to Us of the death before We provide a refund.

CLAIMS

Notice of Claim

A written notice describing the Insured's Disability should be sent to Our Home Office. Send it within 20 days after the Disability occurs or as soon as is reasonably possible.

Claim Forms

After We receive notification of the Insured's Disability, We will send a claim form. If a claim form is not received within 15 days after the original Disability notification, write Us a letter of claim. The letter of claim should state the cause of the Disability and the Insured's present situation.

Proof of Disability Requirements

In order for Us to pay benefits, We must receive within 90 days after each Monthly Benefit claimed, proof of Disability, and proof of any Loss of Income, if applicable, and any other proof required to substantiate the claim.

If it is not possible to send it within 90 days, send it as soon as is reasonably possible. Your claim will not be reduced because of the delay, but We will not accept proof of loss later than 1 year after it was due. We will make an exception if You were not then competent to make the claim.

Proof of continuing Disability must be furnished monthly or at intervals as We may require.

From time to time We may also require satisfactory proof of the Insured's Income before and during the Disability. This proof may include, but is not limited to, copies of the Insured's W-2 form(s) and/or income tax returns.

In the event a claim is denied as a Pre-Existing Condition, We will send You a notice of denial. We will also send You a copy of Our documental evidence of specific instances of medical advice or treatment.

We may also examine the financial records of the Insured. If the Insured owns any portion of any profession or business, including any corporation, We may also examine the financial records of that profession, business or corporation. This will be done as often as is reasonably necessary during the Disability. Examinations will be done by Us or a financial examiner We choose. We will pay for any examination We may require. If the Insured does not make a reasonable effort to submit to such examinations, We may stop paying benefits.

At reasonable intervals, We may require the Insured to be examined by Doctors We choose. We will pay for any examination We may require. If the Insured fails to submit to such examination, We will stop paying benefits.

Payment of Claim

One month after the Waiting Period ends and after all Proof of Disability Requirements have been provided, We will make the first Disability benefit payment. We will continue to pay benefits, while the Insured is Disabled, only up to the Maximum Benefit Period shown in the Policy Specifications. Benefits are paid monthly.

Whom We Will Pay

We will pay Disability benefits to the Recipient of Benefits. If the Recipient of Benefits is not competent to give a release, We may pay up to a total of \$5000 to any relative of the Recipient of Benefits We believe is entitled.

If the Recipient of Benefits dies, We will pay the Recipient of Benefits' estate all amounts due. But We may pay up to a total of \$5000 to any relative of the Recipient of Benefits whom We believe is entitled.

Any payment We make in good faith will fully discharge Us for that payment.

Prorated Payment

We must be notified as soon as the Insured recovers from a Disability. We will send a prorated payment for that part of the month the Insured was Disabled.

WHAT IS NOT COVERED

Disabilities Not Covered

We do not cover Disabilities caused or contributed to by:

- war, whether declared or undeclared;
- normal pregnancy or childbirth.

Suspended Coverage While in Military

We may suspend this Policy if the Insured enters active military service of any country or international authority. This suspension does not apply to active duty for training which is scheduled to last 90 days or less.

We will refund any part of the premium paid for the suspended period upon Your Written Request.

If the Insured is released from active duty within 5 years from the date the Insured entered active military service, You may restore this Policy. Send Us Your Written Request within 90 days of the Insured's release from active duty and pay the required premium due. We will not require Proof of Insurability. The premium rate will be the same as if the Policy had not been suspended. The restoration will be Effective on the date We receive the required premium due.

The restored Policy will only cover Disabilities caused by Injuries that occur after restoration is Effective. It will only cover Disabilities caused by a Sickness that first appears (makes itself known) more than 10 days after restoration is Effective.

Mental Disorder Limitation

The Maximum Benefit Period is 24 months for each period of Disability caused or contributed to by a Mental Disorder. However, We will pay benefits, subject to the Maximum Benefit Period shown in the Policy Specifications, as long as You are continuously confined in a Hospital for the treatment of a Mental Disorder, and are under the care of a Doctor.

Hospital means an institution legally operating as a hospital which:

 is engaged in providing in-patient medical care for diagnosis and treatment of Mental Disorders;

- (2) is supervised by a staff of Doctors on the premises; and
- (3) provides on the premises 24-hour nursing care by registered nurses.

Hospital will not include any institution which:

- is run mainly as a rest, nursing or convalescent home; or
- (2) is mainly for the care of the aged.

Pre-Existing Condition Limitation

A Disability or loss caused by a Pre-Existing Condition will not be covered if:

- the Pre-Existing Condition was not fully and accurately described in the application; or
- We have specifically excluded the Pre-Existing Condition by name or specific description.

However, a Disability or loss caused by a Pre-Existing Condition will be covered if the Disability or loss starts two years after this Policy or additional benefit (which requires Proof of Good Health to purchase) becomes Effective unless excluded by name or specific description as provided in the Time Limit on Certain Defenses provision.

GENERAL RULES

The Contract

The Policy and the application, including subsequently approved applications and revised Policy Specifications, constitute the entire contract. The application includes its worksheets. A copy of the initial application is attached to and made a part of this Policy. Subsequent applications which are approved will be mailed to You with revised Policy Specifications for attachment to this Policy. This contract is made in consideration of the application(s) and the payment of premiums as provided in this Policy.

- All statements in an application will be deemed representations and not warranties.
- No statement will be used to void this Policy unless contained in an application.
- Our agents cannot alter or modify any terms of this Policy. They cannot waive any of its provisions.

Policy Specifications

The initial Policy Specifications are attached to this Policy at issue. We will mail to You, for attachment to this Policy, any new Policy Specifications resulting from:

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- (1) any additional Disability benefits that were approved; or
- (2) a change in the Waiting Periods or Maximum Benefit Periods; or
- (3) reinstatement of this Policy.

Right To Apply For Additional Monthly Benefits

You may apply for additional benefits at anytime while this Policy is In Force. We will require a new application and Proof of Insurability. The additional benefits will be Effective on the Monthly Anniversary following the date We approve Your application.

In order to buy additional benefits, the Insured must qualify for a minimum of \$100 of additional Monthly Benefits on the basis of Our Published Underwriting Limits.

The maximum additional benefits You can buy are based on Our Published Underwriting Limits at the time You apply for additional benefits.

Changing The Policy

An authorized officer of Our company must approve any change to the provisions of this Policy. Our agents are not authorized to make changes or waive any provisions of this Policy. If the change restricts any coverage, the change request must be signed by You. All changes must be attached to the Policy.

Assigning Or Transferring This Policy

Any interest or benefits in this Policy may be transferred or assigned by Written Request from You. Provide Us with the full terms of the assignment or transfer. If We do not receive a Written Request, We will not make the change. In any case, We are not responsible for the validity or tax consequences of any assignment or transfer.

Time Limit On Certain Defenses

After two years from the date this Policy becomes Effective, only fraudulent misstatements in the application may be used to void this Policy 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 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.

No claim for Disability that starts two years after the date this Policy 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.

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

Legal Action Against Us

Legal action to recover benefits under this Policy may not be started for at least 60 days after written proof of Disability was sent to Us. Also, legal action may not be started later than three years after the Policy requires written proof of Disability to be submitted.

Misstatement of Age

If the Insured's Age is misstated on the application, We will change the benefit amount to reflect the benefits the premiums would have bought at the correct Age.

We will make a refund if We would not have issued the Policy at the Insured's correct Age. We will also make a refund if coverage would have ended before We accepted the premium.

Any refund will only cover premiums that have been paid for coverage not received. We will deduct any amounts paid to any designated person or entity.

Conformity With State Statutes

Any provision that on the date the Policy becomes Effective conflicts with the state statutes where the Insured resides, is changed to meet the minimum requirement of such statutes.

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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:
- 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.
- 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 Predisability 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:

Extended Partial Disability Monthly Benefit X Loss of Income 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 Predisability 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:

Extended Partial Disability Monthly Benefit X

<u>Loss of Income</u>

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 fradulent 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 fradulent 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

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.

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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

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Springfield, Massachusetts

HIV DISABILITY RIDER

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. Unless a new definition is specified, all definitions in the Policy apply to this Rider.

Premiums

The premiums for this Rider are shown in the Policy Specifications. Premiums for this Rider must be paid 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.

Eligibility Requirements

In order for Us to pay Monthly Benefits, We must receive proof that the Insured has tested seropositive for the Human Immunodeficiency Virus (HIV) under the criteria established by the Centers for Disease Control (CDC) or the Food and Drug Administration (FDA). The tests must be supervised by Doctors We choose and must be performed in laboratories We choose. At reasonable intervals, We may require the Insured to be retested by Doctors We choose and in laboratories We choose. Monthly Benefits will not be paid if subsequent testing shows that the Insured is no longer HIV seropositive under the criteria established by the CDC or the FDA. We will pay for any HIV test which We require. Eligibility Requirements will not be satisfied if the Insured tests seropositive for HIV because of exposure to a vaccine for HIV.

Definition of HIV Disability

The Insured will have an HIV Disability under this Rider if Eligibility Requirements have been met. The fact that the Insured has an HIV Disability under this Rider does not mean the Insured is Disabled under the Policy. The Policy definitions of Disability control eligibility for benefits under the Policy.

Monthly Benefit

Except as described below, benefits will be paid under this Rider up to the Maximum Benefit Period shown in the Policy Specifications for this Rider.

Policy Benefit under this provision includes the Policy benefit and all rider benefits other than this Rider benefit. If the Insured is Disabled under the Policy while eligible for benefits under this Rider:

- The Insured will not receive a benefit under this Rider and a Policy Benefit at the same time.
- The benefit paid will be the larger of the Rider benefit or the Policy Benefit.
- If the larger benefit is the Policy Benefit, then the Insured will receive the Rider benefit until the full Policy Waiting Period has been met.
- When the Insured's eligibility for a Policy Benefit ends, the Rider benefit will resume, if this Rider is still In Force.
- The benefit payment will not be larger if the Insured has an HIV Disability and is Disabled under the Policy, nor will the Maximum Benefit Period be extended.

The first benefit payment will be made one month after Eligibility Requirements have been met. If the Insured refuses to submit to retesting for HIV by Doctors We choose and in laboratories We choose, We will stop paying benefits.

Waiver of Premium

While Rider benefits are being paid, We will waive payment of premiums for Your Policy and all riders up to this Rider's Maximum Benefit Period.

We will waive premiums based on the premium mode in effect when the Insured met Eligibility Requirements for Rider benefits.

Dividends

Each year We determine how much, if any, 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 an HIV Disability that starts after the 2 year period.

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

No claim for an HIV Disability that starts two years after the date this Rider or Rider change 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.

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 Anniversary on or next after the Insured's 65th birthday;
- the death of the Insured;
- 10 years from the date coverage under this Rider became Effective; or
- the end of the Maximum Benefit Period under this Rider.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

PRESIDENT

Springfield, Massachusetts

COST OF LIVING RIDER

This Rider may increase the amount of Disability benefits payable to the Recipient of Benefits under the Policy and select Riders shown in the Policy Specifications. 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 part of Your Policy in consideration of the application and premium payments. A copy of the application is attached to and made part of Your Policy. If this Rider is issued after the Policy was issued, We will send new 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.

Eligibility

To receive increases under this Rider, the Insured must be Disabled for 12 months or the full Waiting Period shown in the Policy Specifications, whichever is greater. Total Disability Benefits under the Policy and the Social Insurance Rider, if In Force, or Partial Disability Benefits, if the Extended Partial Disability Benefits Rider is In Force, up to the Monthly Benefit for this Rider will be eligible for increases. Monthly benefits from the Catastrophic Disability Benefit Rider, if In Force, up to the Monthly Benefit for this Rider will be eligible for increases.

When We Will Pay Monthly Benefit Increases

If requirements for Eligibility have been met, the Monthly Benefit increase under this Rider will start to accrue after the Insured is Disabled for 12 months or the full Waiting Period, whichever is greater. We will make the first payment one month later. For each year of a period of Disability, thereafter, We will continue to increase the benefit payable, as specified in the Amount of Monthly Benefit Increases provision.

How Long We Will Pay Benefit Increases

While the Insured is Disabled, We will make increases to the Monthly Benefit based on the Monthly

Benefit for this Rider shown in the Policy Specifications until the earliest of:

- the date the Disability ends;
- the date the Maximum Benefit Period under this Rider ends;
- the Policy Expiration Date.

Amount Of Monthly Benefit Increases

The increases to the benefits will be computed once each 12 months of Disability. If requirements for eligibility have been met, the increases to the Monthly Benefit payments for the next 12 months will be computed by multiplying each Monthly Benefit payable by a percentage. The percentage used each year is shown in the Table below.

		I	
Year of		Year of	
Disability	Percentage	Disability	Percentage
2	3.0%	25	103.3%
3	6.1	26	109.4
4	9.3	27	115.7
5	12.6	28	122.1
6	15.9	29	128.8
7	19.4	30	135.7
8	23.0	31	142.7
9	26.7	32	150.0
10	30.5	33	157.5
11	34.4	34	165.2
12	38.4	35	173.2
13	42.6	36	181.4
14	46.9	37	189.8
15	51.3	38	198.5
16	55.8	39	207.5
17	60.5	40	216.7
18	65.3	41	226.2
19	70.2	42	236.0
20	75.4	43	246.1
21	80.6	44	256.5
22	86.0	45	267.1
23	91.6	46	278.2
24	97.4	47	289.5

Right To Apply For Additional Benefits

Following a period of Disability during which Monthly Benefit increases were paid, You will have the opportunity to purchase additional Monthly Benefits under the Policy, the Social Insurance Rider, the Extended Partial Disability Benefits Rider, and the Catastrophic Disability Benefit Rider, if those Riders are In Force. To be eligible to purchase additional Monthly Benefits, the Insured must return to work at an occupation consistent with his/her education, training, and experience, at least 30 hours per week.

The maximum additional Monthly Benefit available will be computed from the accrued percentage increase on which the last increase and Monthly Benefit payment was based. The percentage will be multiplied by the:

- Total Disability Monthly Benefit to which this Rider applies shown in the Policy Specifications:
- Social Insurance Rider Monthly Benefit to which this Rider applies shown in the Policy Specifications;
- Extended Partial Disability Monthly Benefit to which this Rider applies shown in the Policy Specifications;
- Catastrophic Disability Benefit Rider Monthly Benefit to which this Rider applies shown in the Policy Specifications.

The result will be the maximum additional Monthly Benefit available for purchase.

Additional benefits will be purchased at the Insured's Age and current occupational class based on the premium rates We are using for new insurance on the date the additional benefits are purchased. Additional benefits may be purchased if:

- the Insured has not reached his/her 60th birthday at the time of application for the additional benefits:
- the application for additional benefits is made within 90 days after the Insured's Disability ends.

Proof of Good Health will not be required, but proof of the Insured's employment must be furnished.

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 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 Policy Expiration Date;
- the death of the Insured.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

PRESIDENT

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Springfield, Massachusetts

FUTURE INSURABILITY OPTION RIDER

This Rider provides the opportunity to apply for additional benefits from time to time without Proof of Good Health other than proof that the Insured is not Disabled. 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.

Each additional benefit You buy under this Rider will provide Monthly Benefits for Disability.

The Waiting Period and the Maximum Benefit Period for each additional benefit will be the same as those provided for Total Disability Benefits under Your Policy.

Premiums

The premiums for this Rider are shown in the Policy Specifications. Premiums for this Rider must be paid along with premiums for the Policy. Each time You buy additional benefits, We will reduce the Rider premium. If You keep Your Policy In Force after this Rider terminates, You will no longer pay premiums for this Rider.

Option Periods

An Option Period is the time which begins 90 days before each Option Date and ends on that Option Date. Option Dates are shown in the Policy Specifications.

You may request a change in Option Dates by Written Request at the time the Insured has a significant life change. Significant life changes include marriage, birth or adoption of a child or children, purchase of a home, a change in employment that results in a loss of group long term disability insurance, or other similar life events, subject to Our approval. The change will be Effective on the next Monthly Anniversary following the date We approve Your request.

If the Policy and this Rider are reinstated, only Option Periods which occur after the date of reinstatement will be available.

The last Option Period will be the Option Period containing the Option Date on or immediately before the Insured's 60th birthday.

Other Riders

In addition to this Rider, Your Policy may have one or more of the following Riders:

- Cost of Living Rider
- Short Term Disability Benefits Rider
- Partial Disability Benefits Rider
- Extended Partial Disability Benefits Rider

Unless You request Us not to, We will increase coverage under the above Riders when You purchase additional benefits under this Rider.

Eligibility

To apply for additional benefits under this Rider, You must apply during an Option Period as specified in the Option Periods provision of this Rider. You may apply only once during each Option Period. Your right to apply for additional benefits will be postponed if during the Option Period the Insured is Disabled or is not actively working full-time at least 30 hours per week.

How To Apply For Additional Benefits

If requirements for eligibility have been met, You must apply in writing on Our form during an Option Period. We will not require Proof of Good Health other than proof that the Insured is not Disabled. We will not require proof of the nature of the Insured's occupation. We will require up-to-date information on:

other disability income benefits in force or applied for; and

the Insured's Income and Unearned Income.

We will then determine the total amount of additional benefits available based on Our Published Underwriting Limits and all disability income benefits in force or applied for, for the Insured. We may change these Limits from time to time. If We do, You may elect to use the Limits in effect when this Rider was purchased, or Our new Limits, if such Limits are higher than Our current Limits. Disability income benefits include those provided by:

- Us:
- any other insurance company; and
- the Insured's employer, including any salary continuation payments.

The additional benefits will be Effective on the Option Date, provided We approve the application and the premium due has been received at Our Home Office.

Each time You purchase additional benefits, We will send new Policy Specifications.

Maximum Amount

The maximum additional benefit that may be applied for during any Option Period is the Total Available Benefit for this Rider shown on the Policy Specifications page at the time You elect to apply for additional benefits.

Subject to the above limitation, the maximum additional benefit that may be applied for during any Option Period:

- prior to the Policy Anniversary on or next after the Insured's 50th birthday will not be less than the Monthly Benefit for Your Total Disability Benefit and each Rider attached to Your Policy which is mentioned in the Other Riders provision of this Rider.
- after the Policy Anniversary on or next after the Insured's 50th birthday will not be less than one-half the Monthly Benefit for Your Total Disability Benefit and each Rider attached to Your Policy which is mentioned in the Other Riders provision of this Rider.

Notwithstanding the above, the maximum additional benefit that may be issued during any Option Period is subject to Our published underwriting guidelines in effect at the time You elect to purchase additional benefits.

Minimum Amount

In order to buy additional benefits during any Option Period, the Insured must qualify for at least \$100 of Monthly Benefit.

Total Available Benefits

During all Option Periods, the total additional benefits purchased cannot exceed the Total Available Benefits initially shown in the Policy Specifications at the time this Rider was issued.

Premiums For Additional Benefits

The premiums for each additional benefit will be based on the table of premium rates We are using for new insurance on the date each additional benefit becomes Effective. We will base the premiums on the following:

- the insurance plan purchased;
- the Insured's Age on the date of the Option Date of the additional benefit; and
- the risk class of the Insured on the date this Rider became Effective.

Additional benefits will be issued on the same basis as the initial Policy. If We receive evidence that the Insured's risk class is more favorable at the time of application for additional benefits than it was when this Rider became Effective, We will use the more favorable risk class for the additional benefits.

Increasing The Total Available Benefits

You may apply to increase the Total Available Benefits during any Option Period prior to the Policy Anniversary on or next after the Insured's 55th birthday. We will require Proof of Insurability of the Insured.

The maximum amount of the Total Available Benefits may not exceed those available based on Our Published Underwriting Limits in effect at the time the Insured applies for a Total Available Benefits increase.

Premiums for the Total Available Benefit increase will be based on the table of premium rates We are using for new insurance on the date the increase becomes Effective.

The increase will be Effective on the Next Monthly Anniversary following the date We approve Your application.

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 benefits 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.

Additional benefits purchased through this Rider and added to Your Policy and select Riders, as described in the Other Riders provision above, will be subject to the Pre-existing Condition Limitations of Your Policy and Riders.

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 date the Total Available Benefits shown in the Policy Specifications are reduced to zero;
- the Option Date on or immediately before the Insured 60th birthday;
- the Policy Expiration Date;
- the death of the Insured.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

PRESIDENT

Springfield, Massachusetts

SOCIAL INSURANCE RIDER

This Rider provides a monthly benefit for Disability of the Insured without duplicating benefits that may be provided by the Other Benefit Programs described in this Rider. All definitions in the Policy apply to this Rider, unless otherwise specified.

General

This Rider is made part of Your Policy in consideration of the application and premium payments. A copy of the application is attached and made part of Your Policy. If this Rider is issued after the Policy was issued, We will send new Policy Specifications. The Waiting Period and 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 premiums for the Policy. If You keep Your Policy In Force after this rider terminates, You will no longer pay premiums for this Rider.

Rider Benefit

This Rider provides a monthly benefit for the Insured's Disability if:

- The Insured becomes Disabled while this Rider is In Force: and
- Disability continues to the end of the Waiting Period for this Rider; and
- Monthly benefits are payable under the Policy; and
- The Maximum Benefit Period for this Rider shown on the Specification Page has not ended.

Other Benefit Programs

Payment of the monthly benefit provided by this Rider depends on benefits that are payable from "Other Benefit Programs." They are:

Social Security Disability Benefits For The Insured - This is the Social Security program that provides income payments for the Insured's disability, excluding any Family Disability Benefit.

Social Security Family Disability Benefits - This is the Social Security program that provides disability income payments to any person because of that person's relationship to the disabled Insured.

Worker's (or Workmen's) Compensation Disability Benefits - This is any workers' or workmen's compensation law or plan, either federal or state, that provides payments for the Insured's disability.

Compulsory Disability Benefits ("Cash Sickness") - This is any state law requiring a plan of accident or sickness disability benefits, other than Worker's Compensation, for a disabled Insured.

Compulsory Disability Benefits ("Government Retirement System") - This is any retirement program sponsored by any governmental unit of any kind that pays disability benefits to an Insured due to his/her disability. These disability benefits include money that:

- Is payable under a retirement plan due to disability as defined in that plan; and
- Does not reduce the amount of money that would have been paid as retirement benefits at the normal retirement age under the plan if the disability had not occurred. If the payment does cause such a reduction, it is not considered a disability benefit under this program.

"Social Security" means the Federal Social Security Act, as now written or as it may be changed or replaced.

Amount Of Rider Benefit

For any month that no benefits for Disability of the Insured are payable from all Other Benefit Programs, the monthly benefit will be the monthly benefit for this Rider shown on the Specification Page.

For any month that benefits for Disability of the Insured are payable from Other Benefit Programs, the monthly benefit will be the monthly benefit for this Rider reduced by the total amount of benefits payable by all Other Benefit Programs for that month. Once benefits begin under an Other Benefit Program, no benefit being paid under this rider will be adjusted to reflect an increase due to a cost of living adjustment in an Other Benefit Program.

For any uncompleted month of Disability for which a benefit is payable under this Rider, we will pay 1/30th of that monthly benefit for each day that the Insured is Disabled.

No monthly benefit will be paid under this Rider for any month that the Insured is receiving Social Security retirement income benefits.

A Partial Disability Benefits Rider or an Extended Partial Disability Benefits Rider may be In Force on Your Policy. If the Insured is receiving benefits under one of these riders, the Monthly Benefit under this Social Insurance Rider will be included in determining the Partial Disability Benefits under those riders.

Proof Of Other Benefit Programs Payments

The monthly benefits provided by this Rider depend on whether or not benefits under Other Benefit Programs are payable to the Insured or any member of the Insured's family because of the Insured's Disability and on the amount of any such payments. Before any payments under this Rider can be made, we must receive satisfactory evidence as to payments that are payable under those Programs. For each Other Benefit Program, this includes:

- Proof that an application has been made for payments under the Other Benefit Program; and
- Written authorization for us to receive information as to the status of that application; and
- Proof that the application has been approved or disapproved; and
- If disapproved, proof that the appeals process has been followed and approval or disapproval received; and
- If the application or appeal has been approved, proof of the amounts payable under the Other Benefit Program.

We have the right to pursue any further appeals process that may be available to the Insured. Any appeal by us will be at no cost to the Insured.

We also have the right, at any time, to require proof that the Insured continues to be disabled and is, or is not, receiving Other Benefit Program payments or Social Security retirement income benefits.

Payment Dates For Rider Benefit

Any monthly benefits provided by this Rider accrue from the end of the Waiting Period for this Rider.

The first benefit payment is due one month from this date with future payments due on the same date of each month thereafter.

Any one-sum settlement of a Workers' Compensation claim shall be considered as covering a specific period of time. This will be determined by dividing the total award by the weekly benefit. This period of time will be measured from the end of the Workers' Compensation waiting period or, if later, the day after the time for which weekly benefits were paid. This rule for a one-sum Workers' Compensation settlement also applies to the Completing The Maximum Benefit Period and the Amount Of Rider Benefit provisions of this Rider.

Completing The Maximum Benefit Period

In completing the Maximum Benefit Period for this rider, we include any month for which an income payment is payable by one of the Other Benefit Programs.

If we and an Other Benefit Program make a benefit payment for the same month, that month will be considered to be only one month of the Maximum Benefit Period.

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

SI-98

the subsequent application may be used to void or deny additional benefit or Rider change.

No claim for Disability that starts two years after the date this Rider 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 Of This Rider

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;
- the death of the Insured.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

PRESIDENT

Springfield, Massachusetts

AUTOMATIC BENEFIT INCREASE RIDER

This Rider provides the opportunity to add benefits automatically to Your Policy on each Policy Anniversary subject to the continuing Eligibility and Renewal requirements. To obtain additional benefits, We do not require Proof of Good Health other than proof that the Insured is not Disabled. 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 part of Your Policy in consideration of the application. A copy of the application is attached to and made part of Your Policy. If this Rider is issued after the Policy was issued, We will send new Policy Specifications.

Each additional benefit You buy under this Rider will provide Monthly Benefits for Disability. The Waiting Period and the Maximum Benefit Period for each additional benefit will be the same as those provided for Total Disability Benefits under Your Policy.

Other Riders

In addition to this Rider, Your Policy may have one or more of the following Riders In Force:

- Cost Of Living Rider
- Short Term Disability Benefits Rider
- Group Supplement Disability Benefits Rider
- Partial Disability Benefits Rider
- Extended Partial Disability Benefits Rider

Unless you request Us not to, We will increase coverage under the above Riders when you purchase additional benefits under this Rider.

Eligibility

Additional benefits will automatically be added to Your Policy for five consecutive Policy Anniversaries provided the Insured is not Disabled. Additional benefits will be Effective on each Policy Anniversary. If the Insured is Disabled, additional benefits will not be added to Your Policy. Upon recovery, the automatic additional benefit increases will resume and continue until the next Renewal Period.

Amount Of Benefit Increase

Each benefit increase will equal the greater of \$50 or 3% of:

- Your Monthly Benefit for Total Disability which required Proof of Insurability to purchase; and
- Your Monthly Benefit for each In Force Rider attached to Your Policy as mentioned in the Other Riders provision; and
- The additional benefits added to Your Policy due to the Exchange Option Endorsement associated with the Group Supplement Disability Benefits Rider, if In Force.

If You do not accept and pay for two consecutive automatic benefit increases, We will cancel this Rider. You may, however, reapply for this Rider. We will require Proof of Insurability satisfactory to Us. Benefits will then be automatically added for five consecutive Policy Anniversaries following the date We approve Your application, subject to the Insured's continuing eligibility.

Premiums For Additional Benefits

The premiums for each additional benefit purchased through this Rider are shown in the Policy Specifications. We will base the Premiums for additional benefits on the following:

- the insurance plan purchased;
- the Insured's Age on the date the additional benefits become Effective; and
- the risk class of the Insured on the date this Rider became Effective.

Additional benefits will be issued on the same basis as the initial Policy. If We receive evidence that the Insured's risk class is more favorable at the time of application for additional benefits than it was when this Rider became Effective, We will use the more favorable risk class for the additional benefits.

Renewal

You may apply in writing to renew this Rider during the Renewal Period, which is the time period beginning 90 days before each 5th Policy Anniversary on

QS-98 Page 1 (qs98) or after the date this Rider became Effective and ending on that Policy Anniversary. In order to renew, at least four out of the five of all previous automatic additional benefits added to Your Policy since You added or last renewed this Rider must still be In Force, and the Insured must be Age 55 or younger. We will require up-to-date information on:

- other disability income benefits in force or applied for; and
- The Insured's Income and Unearned Income.

Renewal will be Effective if We approve the application for renewal. Upon approval, We will send You new Specification Pages showing the new schedule of automatic benefit increases. Premiums for these increases will be based on the table of premium rates in effect for new insurance on the renewal Effective Date.

Renewal of this Rider is subject to Our terms and conditions for renewal (published in Our manuals and bulletins) We have in effect at the time of renewal.

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.

Additional benefits purchased through this Rider and added to Your Policy and select Riders, as described in the Other Riders provision above, will be subject to the Pre-existing Condition Limitations of Your Policy and Riders.

Termination Of This Rider

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

- as of the next Monthly Anniversary upon Your Written Request;
- as of any 5th Policy Anniversary if this Rider is not renewed;
- the second consecutive Policy Anniversary on which You fail to accept and pay for an automatic benefit increase;
- the 5th Policy Anniversary following the Insured's 55th birthday;
- the Policy Expiration Date;
- the death of the Insured.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

PRESIDENT

My W. Mu

QS-98

Springfield, Massachusetts

Endorsement

The Dividends provision found in the OTHER BENEFITS section of Your Policy is hereby deleted and replaced with the following:

Dividends

While this Policy is In Force, We may credit it with dividends. Dividends are based on divisible surplus, if any, as We may apportion at the end of each Policy Year. If payable, they will automatically be paid to the premium payor in cash. If payable, they will also be paid in cash while premiums for this Policy are being waived.

The Conversion Privilege at Expiration Date provision found in the OTHER BENEFITS section of Your Policy is hereby deleted and replaced with the following:

Conditions For Renewal

This Policy may be renewed on the Policy Anniversary that falls on or next following the Insured's 65th birthday. Renewal is conditional for one-year periods on each Policy Anniversary Date up to the Insured's 75th birthday. This Policy Anniversary Date is also the Renewal Date.

This Policy may be renewed if the Insured:

- Is not Disabled; and
- Is actively working full-time at least 30 hours per week; and
- Qualifies financially, based on Our Published Underwriting Limits in effect at the time of renewal.

Premiums at renewal are based on the Insured's Attained Age and rates in effect at the time of renewal.

Any reference to Your Policy being 'Convertible at Age 65' is also deleted. Your policy is now conditionally renewable after the Insured's 65th birthday to the Policy Anniversary Date that falls on or next following the Insured's 75th birthday.

This endorsement is part of the policy to which it is attached. Issued by MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, Springfield, Massachusetts.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

PRESIDENT

My W. Mu

EDI-15

(ed 15 xsrs)

Springfield, Massachusetts

LTC Purchase Credit Endorsement

The following provision has been added to Your Policy:

Long Term Care Purchase Credit

While this Policy is In Force, the premiums paid for Your Policy and any Riders that may be attached to Your Policy will be used to calculate a Credit. This Credit will be equal to 2% of such premiums paid, including any premium waived under the Waiver of Premium provision that is part of this Policy.

At any time while this Policy is In Force or up to one year after the Policy is no longer In Force, the Credit can be applied as set forth below to the first year premium due to purchase a Qualified Long Term Care Policy ("Long Term Care Policy"), as defined under Section 7702B(b) of the Internal Revenue Code of 1986, or as later changed or amended. The Credit can only be used to purchase a Long Term Care Policy that is issued by the Company - it has no other cash value. If a Long Term Care Policy is not available at the time of redemption, the Credit cannot be applied to the purchase of a Long Term Care Policy from another carrier. Any Credit in excess of the annual first year premium due under the Long Term Care Policy will have no further value and will be forfeited.

How the Credit is Applied

The Credit must be applied to a Long Term Care Policy for the Insured or a member of the Insured's immediate family, which is defined as the Insured's spouse, as determined by state law, children, parents, and spouses' parents. If applied, the entire available Credit must be used and applied in a single transaction to a single Long Term Care Policy. Before the Credit can be applied to the first year premium of the Long Term Care Policy, the individual who is to be insured under that policy must qualify under Our Long Term Care insurability standards.

The Credit can only be exercised to purchase a Long Term Care Policy if this Policy is In Force or up to one year after this Policy is no longer In Force. You do not have to surrender this Policy to purchase a Long Term Care Policy.

This endorsement is part of the policy to which it is attached. Issued by MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, Springfield, Massachusetts.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

PRESIDENT

My W. Mu

EDI-14

(ed14xsrs)

Springfield, Massachusetts

PRESUMPTIVE TOTAL DISABILITY ENDORSEMENT

The definition of "Presumptive Total Disability" in the DEFINITIONS section of Your Policy is deleted in its entirety and replaced with the following:

PRESUMPTIVE TOTAL DISABILITY -- The Insured is considered to have a Presumptive Total Disability even if he/she is able to work if certain conditions exist. These conditions are any of those listed below that begin while this Policy is In Force.

- Complete loss of speech.
- Complete loss of hearing in both ears.
- Complete loss of sight in both eyes.
- Complete loss of use of both hands, or both feet, or one hand and one foot.

The "Presumptive Total Disability Benefit" section in the DISABILITY BENEFITS provision of Your Policy is deleted in its entirety and replaced with the following:

Presumptive Total Disability Benefit

We will consider the Insured to be Totally Disabled and eligible for benefits under the Total Disability provision as long as the Presumptive Total Disability begins and continues while this Policy is In Force and the Insured is under a Doctor's Care. Benefits will start to accrue after the Waiting Period for Total Disablity.

If the Presumptive Total Disability is complete and <u>irrecoverable</u> as of the date of Disability, We will waive:

- The required Waiting Period; and
- The requirement that the Insured be under a Doctor's Care.

This endorsement is part of the Policy to which it is attached. Issued by MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, Springfield, Massachusetts.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

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EDI-8

(edi8xsrs)

Springfield, Massachusetts

GUARANTEED INSURABILITY OPTION ENDORSEMENT

This endorsement provides the right to purchase new permanent life insurance without Proof of Good Health other than proof that the Insured is not Disabled.

Benefit

While this Policy is In Force and the Insured is living, new life insurance may be purchased during each Option Period. This new life insurance may be either a new life policy or an increase in the Face Amount of an existing inforce life policy (if that policy allows for increases in the Face Amount). The Face Amount is the amount of insurance coverage the life policy provides while the life policy is in force.

If new life insurance is not purchased during an Option Period, the right to purchase life insurance during that Option Period is lost. However, the right to purchase new life insurance during each later Option Period will not be affected.

Option Periods

An Option Period is a period of time during which the new life insurance can be purchased. An Option Period can be a Regular Option Period or a Substitute Option Period.

A Regular Option Period is based on a Regular Option Date. The Regular Option Dates are the Policy Anniversaries on which the Insured's Attained Age is 25, 28, 31, 34, 37, 40, 43, and 46. The Attained Age of the Insured is the Insured's Age as shown in the Policy Specifications increased by the number of full Policy Years elapsed. If the Insured's Attained Age equals or exceeds any of the above ages when this Policy is issued, there will be no Regular Option Dates for those ages.

Each Regular Option Period begins 30 days before a Regular Option Date; it ends 30 days after that Date. So the last Regular Option Period ends 30 days after the Policy Anniversary on which the Insured's Attained Age is 46

A Substitute Option Period is the 91-day period beginning on the date any of the following events occurs:

- Marriage of the Insured;
- Birth of a child of the Insured; or
- Legal adoption of a child by the Insured.

A Substitute Option Period begins only if the event occurs while this Policy is In Force and there is a right to purchase new life insurance during the next Regular Option Period. If new life insurance is purchased during a Substitute Option Period, then the right to purchase new life insurance again during the next Regular Option Period is lost. However, the right to purchase new life insurance during each later Regular Option Period will not be affected.

Purchasing A New Policy

Requirements

A written life insurance application will be required to purchase a new life policy. We will not require Proof of Good Health other than proof that the Insured is not Disabled.

The completed life insurance application and the first premium for the new life policy must be received at our Home Office by the end of the Option Period. If the Option Period is a Substitute Option Period, we also require proof, satsifactory to us, of marriage, birth or adoption. The new life policy will become effective on the Policy Anniversary that is on, or precedes, the date all these requirements are met.

Type And Amount Of New Policy

The new life policy must be an individual, permanent life insurance policy that could be bought on the Insured's life on the Option Date. The new life policy will be issued with a standard risk classification. Also, the Face Amount must not exceed the Guaranteed Insurability Option amount in effect on the Policy Anniversary preceding the start of the Option Period. The current Guaranteed Insurability Option Amount is shown in the Policy Specificiations.

Features of The New Policy

The contestable period of the new life policy will be measured from the Issue Date of this Policy. The suicide period of the new life policy will be measured from the Issue Date of the new life policy.

Electing An Increase

Requirements

A written life insurance application will be required to elect an increase in the Face Amount of an inforce life policy. We will not require Proof of Good Health other than proof that the Insured is not Disabled. A premium payment will be needed for the increase.

The completed application and any premium payment needed for the increase must be received at our Home Office by the end of the Option Period. If the Option Period is a Substitute Option Period, we will also require proof, satisfactory to us, of marriage, birth or adoption. The increase will become effective on the Policy Anniversary that is on, or precedes, the date all these requirements are met. If the increase is elected during a Substitute Option Period, the increase will be effective on the date we approve the application for the increase.

Rates for the increase will be based on the rates then in effect for the risk class shown in the Policy Specifications for that life insurance policy.

Amount of Increase

The amount of each increase elected must not exceed the Guaranteed Insurability Option Amount in effect as of the start of the Option Period. The current Guaranteed Insurability Option Amount is shown in the Policy Specifications.

Contestability And Suicide

The contestable and suicide periods of the Face Amount increase will be measured from the Issue Date of this Policy.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

PRESIDENT

My W. Mu

Notice of Annual Meeting:

The Insured is hereby notified that by virtue of this policy he or she is a member of Massachusetts Mutual Life Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual meetings are held at its Home Office, in Springfield, Massachusetts, on the second Wednesday of April in each year at 2 o'clock p.m.

DISABILITY INCOME POLICY

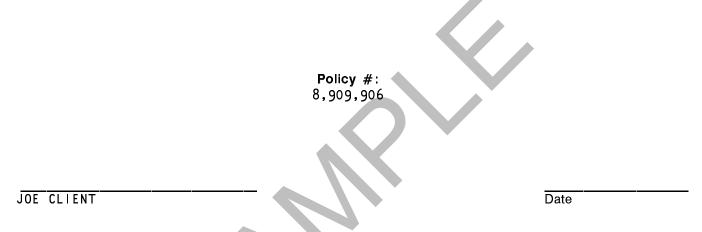
Noncancellable - rates guaranteed for the life of the Policy Guaranteed continuable to Age 65 Participating Convertible at Age 65

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RIGHT TO EXAMINE POLICY

On the signature page of your policy, you will note a section titled "Read Your Policy Carefully". The number of days in which you are entitled to review your policy before final acceptance/rejection is stated on this page, i.e. 10 days, 20 days or 30 days as your state dictates.

Upon receipt of your policy, delivered to you by your agent, please sign below. Date of receipt triggers the time frame for your review of your policy.



Massachusetts Mutual Life Insurance Company

1295 State Street, Springfield, Massachusetts 01111-0001 (800)272-2216

DISABILITY INCOME PROTECTION COVERAGE FOR NON-CANCELABLE POLICY

OUTLINE OF COVERAGE

Read Your Policy With Care

This brief Outline of Coverage tells some of the main features of Your Policy. This is not the Policy. The Policy describes Your rights and Ours. Only the terms of the Policy will control.

READ YOUR POLICY WITH CARE

Disability Income Protection Coverage

This Policy provides certain benefits if the Insured is Disabled. The Insured's Disability must be caused by an Injury or Sickness covered by the Policy. We will not cancel this Policy, change its terms or increase the premiums. As long as the premiums are paid on time, We will continue coverage until the Expiration Date. The Policy also sets forth certain limits.

Benefits of this Policy

Regardless of the Maximum Benefit Period described below for all Policy and Rider Coverages, the Maximum Benefit Period is 24 months for each period of Disability caused or contributed to by a Mental Disorder.

- Definition of Total Disability. The Insured is Totally Disabled if he/she cannot perform the main duties of his/her Occupation and is not working at any other occupation due to Sickness or Injury. The Insured must be under a Doctor's care
- 1a. Total Disability Benefit. We will make payments as long as the Insured is Totally Disabled. But we will pay only up to the Maximum Benefit Period.

Monthly Benefit	Maximum Benefit Period	Waiting Period	Premium
\$2,000	TO AGE 65	365 DAYS	\$280.00

- Waiver of Premium. The Insured must be Disabled for 90 days, then We will waive payment of premiums as long as the Insured remains Disabled. We will refund any premium paid during the 90 day period before the Insured qualified for benefits.
- This policy includes a Guaranteed Insurability Option Endorsement, which provides the right to purchase 3. \$25,000 of life insurance without Proof of Good Health other than proof that the insured is not Disabled. (Only included for issue Ages 18 through 35 with no substandard rating.)
- Optional Benefits. (Your Policy provides the optional benefits shown below.)
 - CS. Short Term. This Rider will provide Disability benefits for a short period of time.

Monthly Benefit	Maximum Benefit Period	Waiting Period	Premium
Monthly Benefit	Maximum Benefit Period	Waiting Period	\$0.00

OXLS-12 Page 1 **ES. Group Supplement.** This rider will provide Disability benefits to supplement employer provided disability benefits and disability benefits from any other source by adding benefits to Your Disability Income Policy.

Coverage

Monthly Benefit Maximum Benefit Period Waiting Period Premium

Coverage

Monthly Benefit Maximum Benefit Period Waiting Period

\$0.00

FS. Future Insurability Option. This rider will provide the opportunity to apply for additional benefits during the Option Periods without proof of the Insured's Good Health (other than the proof that the Insured is not Disabled) or the nature of his/her occupation. This rider does not apply to coverage under the RetireGuard rider.

Monthly Benefit \$1,000 \$11.63

KS. Cost of Living. This rider will provide benefit increases based on 3% of Your Monthly Benefit while the Insured is Disabled. This rider does not apply to coverage under the RetireGuard rider.

Monthly Benefit \$2,000 \$54.60

- **QS. Automatic Additional Benefit Increase.** This rider will provide the opportunity to add additional benefits automatically to Your Policy on each Policy Anniversary without Proof of Good Health providing the Insured is not Disabled.
- HIV. HIV Disability. This rider will provide benefits for up to 2 years if the Insured tests seropositive for the Human Immunodeficiency Virus (HIV). If the Insured qualifies for the Policy Benefit and the HIV Disability Rider, the larger of the HIV Disability Rider benefit or the Policy Benefit will be paid, but they will not be paid at the same time. (This rider will terminate on the earlier of the Policy Anniversary on or next after the Insured's 65th birthday or 10 years from the date coverage under this Rider became Effective.)

Monthly Benefit \$2,000 Premium \$78.00

- PS. Partial Disability. This Rider will provide 50% of the base benefit for up to 6 months if the Insured is Disabled throughout the full Waiting Period, and has been Totally Disabled for at least 30 days during the Waiting Period. However, Partial Disability Benefits will not be paid beyond the Maximum Benefit Period for Total Disability under the Policy. The Insured is Partially Disabled if he/she:
 - is suffering from a current Disability;
 - is working at his/her Occupation;
 - can do some, but not all of the main duties of his/her Occupation, or can work at his/her Occupation no more than one-half the hours worked before becoming Disabled; and
 - is under a Doctor's Care.

Monthly Benefit Premium \$0.00

OXLS-12 Page 2

EPS. Extended Partial Disability. This Rider will provide for payment of benefits if the Insured is Partially Disabled. Partial Disability benefits will not be paid beyond the Maximum Benefit Period for Total Disability under the Policy. Partial Disability is defined in the Rider.

Monthly Benefit Premium \$0.00

SIR. Social Insurance Rider. This Rider provides a monthly benefit for Disability of the Insured without duplicating benefits that may be provided by social insurance programs. The amount of the Rider benefit will be reduced by the amount of benefits payable by all social insurance programs for that month.

Monthly Benefit Maximum Benefit Period Waiting Period Premium \$1,000 TO AGE 65 365 DAYS \$110.00

RG. RetireGuard Rider. This Rider provides Total Disability benefits to cover retirement contributions that would have been made to eligible retirement plans had the Insured not become Totally Disabled. There are optional Cost of Living Adjustment (COLA) and Future Insurability Option (FIO) benefits under this Rider. The COLA and FIO benefit options allow the Insured to increase the amount of Monthly Benefit under this Rider.

Monthly Benefit Maximum Benefit Period Waiting Period Premium

\$0.00

For COLA Optional Benefit under RetireGuard:

Monthly Benefit Premium \$0.00

For FIO Optional Benefit under RetireGuard:

Monthly Benefit Premium \$0.00

CAT. Catastrophic Disability Benefit Rider. This Rider provides for a benefit to be paid if the Insured becomes Catastrophically Disabled as defined in Your Policy.

OOC. Own Occupation Rider. This Rider provides for a benefit to be paid if the Insured has 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 the Rider is In Force.

Monthly Benefit Maximum Benefit Period Waiting Period Premium \$3,000 TO AGE 65 365 DAYS \$69.30

Monthly Benefit payments under the Own Occupation Rider will be in lieu of any Monthly Benefit under the Extended Partial Disability Benefits Rider equal to the Monthly Benefit for the 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 the Own Occupation Rider.

OXLS-12

Exceptions, Reductions and Limits of this Policy

Coverage is not provided for a Disability due to normal pregnancy or childbirth.

This policy does not cover hospital, medical or surgical expenses. We do not cover Disabilities caused or contributed by war (declared or not declared).

We may suspend this Policy if the Insured enters active military service for 90 days or more. If the Insured is released from active duty within 5 years, You may restore coverage within 90 days of the Insured's release. We will not require Proof of Insurability.

This Policy does not cover a Disability or loss caused by a Pre-Existing Condition if the Pre-Existing Condition was not fully and accurately described in the application or We have specifically excluded the Pre-Existing condition by name or specific description. A Disability or loss caused by a Pre-Existing Condition will be covered if the Disability or loss starts 2 years after the Policy becomes Effective unless excluded by name or specific description as provided in the Time Limit On Certain Defenses provision.

YOUR POLICY MAY HAVE BEEN ISSUED WITH A MANAGERIAL DUTIES ENDORSEMENT. IF SO, THIS ENDORSEMENT MODIFIES THE DEFINITION OF TOTAL DISABILITY IN YOUR POLICY. IN ADDITION, THIS ENDORSEMENT MODIFIES THE DEFINITION OF PARTIAL DISABILITY IN ANY RIDER PROVIDING PARTIAL DISABILITY BENEFITS ATTACHED TO YOUR POLICY. Coverage is not provided for a disability in which the Insured can perform the main Managerial Duties of his/her Occupation, but cannot perform the Manual Duties of his/her Occupation.

(Please sign and release next page)

OXLS-12

Massachusetts Mutual Life Insurance Company

I certify that ALL 4 PAGES of the required Outline of Coverage Form OXLS-12 were delivered to and read by th applicant JOE CLIENT , at the time the application was completed.		
Date of Application	Soliciting Agent	
Signature of Insured		
(This certification must accompany the a	application when sent to the Home Office)	

Premium Receipt Massachusetts Mutual Life Insurance Company 1295 State Street Springfield, Massachusetts 01111-0001

<u>Insured:</u>	JOE CLIENT	Policy Number:	8,909,906
Premium <u>Amount:</u>	\$689.03	<u>Type of Payment:</u>	ANNUAL
<u>Plan of</u> <u>Insurance:</u>	DISABILITY INCOME		
	ACKNOWLEDGE RECEIVING 7 28, 2012 TO OCT 28, 20	THE PREMIUM PAYMENT FOR THE PERIOR)
		Received the amou	unt as stated above
		Ourselve C. Pe	axle
			Secretary
Date	Countersigned		

This receipt is not valid unless countersigned by an authorized agent. It shall also be void if any check, draft or money order received in payment is not honored. Please make your check payable to the

Company shown above.