



Radius®

Annotated Policy

This is not a policy. It is only an annotated specimen of the type of policy that will be issued. Provisions may vary by state.

| insure | invest | retire |



We'll help you get there.™

Disability Income Insurance

Massachusetts Mutual Life Insurance Company
Springfield, Massachusetts

INSURED JOHN DOE

8,900,951 POLICY NUMBER

1

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.

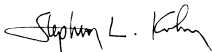
We provide benefits for a loss arising from a Sickness that first appears (makes itself known) after the Policy becomes Effective and while this Policy is In Force. We also provide benefits for a loss resulting from an Injury that happens while the Policy is In Force.

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



PRESIDENT

REGISTRAR

TEN DAY RIGHT TO EXAMINE POLICY

2

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.

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

XL-IS-92

(xlis2ars)

- 1 Prior conditions may be covered if disclosed on the application and not been specifically excluded from coverage.
- 2 MassMutual wants you to be satisfied. If you are not satisfied, you may return this policy within 10 days and we will refund any premium paid.

TABLE OF CONTENTS

Part	Page
POLICY SPECIFICATIONS	
DEFINITIONS	1
DISABILITY BENEFITS	3
a) Total Disability Benefit	
b) Presumptive Total Disability Benefit	
c) Recurring Disability	
OTHER BENEFITS	3
a) Rehabilitation Benefit	
b) Waiver of Premium Benefit	
c) Dividends	
d) Paying Premiums With Accumulated Dividends	
e) Reinstatement	
f) Conversion Privilege at Expiration Date	
PREMIUM PROVISIONS	4
a) Premium Payment Mode	
b) Changing Your Premium Mode	
c) Grace Period	
d) Refunding Premiums at the Insured's Death	
CLAIMS	5
a) Notice of Claim	
b) Claim Forms	
c) Proof of Disability Requirements	
d) Payment of Claim	
e) Whom We Will Pay	
f) Prorated Payment	
WHAT IS NOT COVERED	6
a) Disabilities Not Covered	
b) Suspended Coverage While In Military	
c) Mental Disorder Limitation	
d) Pre-Existing Condition Limitation	
GENERAL RULES	6
a) The Contract	
b) Policy Specifications	
c) Right To Apply For Additional Monthly Benefits	
d) Changing the Policy	
e) Assigning or Transferring this Policy	
f) Time Limit on Certain Defenses	
g) Legal Action Against Us	
h) Misstatement of Age	
i) Conformity With State Statutes	

POLICY SPECIFICATIONS

Insured:	JOHN DOE	Policy Number:	8,900,951
Policy Date:	APR 01, 2007	Age and Sex:	46 MALE
Date of Issue:	MAR 20, 2007	Occupational Class:	3A
Premium Class:	STANDARD, NON-TOBACCO RATES		

DISABILITY INCOME POLICY

	Policy Owner:	JOHN DOE
	Recipient of Benefits:	JOHN DOE
RetireGuard Rider	Recipient of Benefits:	TRUST
	Policy Expiry Date:	APR 01, 2027
	Monthly Anniversary:	1ST DAY OF EACH MONTH
	Annual Premiums:	SEE PREMIUM SUMMARY
	Modal Premiums:	SEE PREMIUM SUMMARY
	Premium Mode:	ANNUAL

COVERAGE SUMMARY

<u>Coverage Date</u>	<u>Coverage</u>	<u>Monthly Benefit</u>	<u>Waiting Period</u>	<u>Maximum Benefit Period*</u>
POLICY COVERAGE				
APR 01, 2007	Total Disability Benefit	\$4,500	365 DAYS	TO AGE 65 ¹

COVERAGE SUMMARY (continued for)

Insured: JOHN DOE
Date of Issue: MAR 20, 2007

Policy Number: 8,900,951
Policy Date: APR 01, 2007

<u>Coverage Date</u>	<u>Coverage</u>	<u>Monthly Benefit</u>	<u>Waiting Period</u>	<u>Maximum Benefit Period*</u>
RIDER COVERAGE				
APR 01, 2007	Extended Partial Disability	\$5,000 [†]	365 DAYS	TO AGE 65
APR 01, 2007	Social Insurance	\$500	365 DAYS	TO AGE 65
APR 01, 2007	Own Occupation	\$5,000 [^]	365 DAYS	TO AGE 65
APR 01, 2007	Cost of Living 3%	\$4,500		TO AGE 65
APR 01, 2007	HIV Disability - Expiry Year: 2017	\$2,000		24 MONTHS
APR 01, 2007	Short Term	\$4,000	60 DAYS	4 MONTHS
APR 01, 2007	Group Supplement			
	Coverage A	\$1,500	365 DAYS	TO AGE 65
	Total Future Available Benefits:	\$3,000		
	Coverage B	\$1,500	365 DAYS	TO AGE 65
	Total Future Available Benefits:	\$3,000		
	Option Date: APR 01			
APR 01, 2007	Future Insurability Options			
	Total Available Benefits:	\$1,000		
	Option Date: APR 01			
APR 01, 2007	Automatic Additional Benefit Increase			
APR 01, 2007	RetireGuard	\$500	365 DAYS	TO AGE 65
APR 01, 2007	RetireGuard - COLA 3%	\$500		TO AGE 65
APR 01, 2007	RetireGuard - FIO	\$500		
	Option Date: APR 01			
APR 01, 2007	Catastrophic Disability Benefit	\$2,000	365 DAYS	TO AGE 65

[†]Includes Total Disability Benefit and Social Insurance Rider Benefit Amounts.

[^] 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.

[†]The Maximum Benefit Period for a Disability with a To Age 65 Benefit Period is as follows:
If a Disability begins:

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

Future Insurability Options and Right to Buy Additional Group Supplement benefits expire on APR 01, 2022.
See rider for details.

* - Indicates changed information (if applicable)

AUTOMATIC ADDITIONAL BENEFIT INCREASES

INSURED: JOHN DOE
DATE OF ISSUE: MAR 20, 2007

POLICY NUMBER: 8,900,951
POLICY DATE: APR 01, 2007

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, and Short Term 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:

<u>Option Date</u>	<u>Annual Premium Increase</u>	<u>Modal Premium Increase</u>
APR 01, 2008	\$159.51	\$159.51
APR 01, 2009	\$165.84	\$165.84
APR 01, 2010	\$172.29	\$172.29
APR 01, 2011	\$178.65	\$178.65
APR 01, 2012	\$186.10	\$186.10

ANNUAL PREMIUM SUMMARY

Insured: JOHN DOE
Date of Issue: MAR 20, 2007

Policy Number: 8,900,951
Policy Date: APR 01, 2007

Premium Structure:

Years
APR 01, 2007 - APR 01, 2027 100% LEVEL PREMIUM

<u>Year</u>	<u>Annual Premium</u>	<u>Coverage</u>	<u>Benefit</u>
2007 - 2026	\$2,486.75	Total Disability Benefits:	\$4,500 Monthly
2007 - 2026	\$428.00	Extended Partial Disability	\$5,000 Monthly
2007 - 2026	\$230.05	Social Insurance:	\$500 Monthly
2007 - 2026	\$389.25	Cost of Living: 3%	\$4,500 Monthly
2007 - 2016	\$78.00	HIV Disability:	\$2,000 Monthly
2007 - 2026	\$1,258.80	Short Term:	\$4,000 Monthly
2007 - 2026	\$243.60	Group Supplement:	\$3,000 Monthly
2007 - 2021	\$102.83	Future Insurability Options:	\$1,000 Total Available
2007 - 2026	\$270.75	RetireGuard Rider Benefits:	\$500 Monthly
2007 - 2026	\$43.25	RetireGuard Cost of Living: 3%	\$500 Monthly
2007 - 2021	\$31.40	RetireGuard FIO:	\$500 Monthly
2007 - 2026	\$97.20	Catastrophic Disability Benefit:	\$2,000 Monthly
2007 - 2016	\$5,659.88	Annual Premium for All Disability Coverages	
2017 - 2021	\$5,581.88	Annual Premium for All Disability Coverages	
2022 - 2026	\$5,447.65	Annual Premium for All Disability Coverages	

OWNER PAGE

INSURED: JOHN DOE
DATE OF ISSUE: MAR 20, 2007

POLICY NUMBER: 8,900,951
POLICY DATE: APR 01, 2007

Owner

THE INSURED.

3

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.

XL-IS-92

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.

Page 1
(xls2ors)

3 Important terms used in the policy are included in the Definitions section. These terms are capitalized whenever used in the policy.

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 5 year 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 5 year 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 main duties of his/her Occupation and is not working at any 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.

4

4 The Presumptive Total Disability provision has been deleted and replaced by the Presumptive Total Disability Endorsement on page 47 of this booklet.

5

5 Inability to perform the main duties of your Occupation and not working at any occupation are the basis for determining Disability.

6

6 The number of days of Disability, Total or Partial, need not be consecutive to satisfy the Waiting Period.

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.

7

Total Disability Benefit

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

8

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.

9

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

10

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

11

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.

XL-IS-92

Page 3
(misosr)

7 If you have purchased the Own Occupation Rider, please note that the definition of Total Disability under this section has been modified. Please review the Own Occupation Rider language for details.

8 The Presumptive Disability provision has been deleted and replaced by the Presumptive Total Disability Endorsement on page 47 of this booklet.

9 You need not satisfy another Waiting Period for a continuing illness or injury. For a "To Age 65" Benefit Period, in most states up to 12 months are allowed between periods of Disability. Otherwise, up to six months are allowed.

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

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.

12

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

13

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.

- 10 If you participate in a rehabilitation program while you are Disabled, we may pay the expenses of the program.
- 11 After 90 days of Disability, we will waive any premium that becomes due while you are Disabled.

- 12 The Dividends provision has been deleted and replaced by the Endorsement on page 45 of this booklet.
- 13 The Conversion Privilege at Expiration Date provision has been deleted and modified by the Endorsement on page 45 of this booklet.

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

14

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.

15

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.

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.

XL-IS-92

Page 5
(xls2crs)

14 You should contact your MassMutual representative or MassMutual's Home Office within 20 days, or as soon as reasonably possible, whenever the possibility of a claim exists.

15 You must file proof of your Disability no later than 90 days after the end of each period for which benefits are payable.

We have the right to require proof of your continuing Disability.

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.

16

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:

- (1) 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:

XL-IS-92

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

17

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:

- (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.

Page 6
(xlis2cxs)

16 For each Disability caused or contributed to by a Mental Disorder, you will receive benefits for 24 months. However, if you are continuously confined in a Hospital for treatment and you are under a Doctor's Care, the 24 month limitation will not apply.

17 Pre-Existing Conditions may be covered by your policy if fully and accurately described in the application and not specifically excluded by name or description.

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.

18 You may apply for additional benefits at any time while your policy is In Force. We will require a new application and current proof of insurability.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

EXTENDED PARTIAL DISABILITY BENEFITS RIDER

1

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 greater 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.

EPS-04

PARTIAL DISABILITY -- The Insured is Partially Disabled if he/she:

- is suffering a current Disability;
- is working at his/her Occupation or another occupation;
- has a Loss of Income of at least 20% of Pre-disability Income;
- can show a Demonstrated Relationship between the Loss of Income and the current Disability; and
- is under a Doctor's Care.

Partial Disability Benefits

We will pay a Partial Disability benefit if the Insured is Partially Disabled and during the Waiting Period:

- the Insured has been Partially Disabled and had a Loss of Income of at least 20% of Pre-disability Income; or
- the Insured has been Totally Disabled for at least 30 days.

During the first 12 months of Disability, any monthly payment for Partial Disability will equal 50% of the Partial Disability Monthly Benefit shown in the Policy Specifications.

However, if We receive proof of Loss of Income of more than 50% of Pre-disability Income, the Insured may qualify for a larger benefit. The Monthly Benefit will be determined as follows:

- If the Insured's Loss of Income is between 50% and 75% of Pre-disability Income, the Monthly Benefit will be determined by the following:

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

- If the Insured's Loss of Income exceeds 75% of Pre-disability Income, We will pay the Partial Disability Monthly Benefit shown in the Policy Specifications.

2

3

4

(eps04rs)

- 1** You may receive benefits if you are Partially Disabled.
- 2** If you are still under a Doctor's Care, have returned to your regular Occupation and your current Disability continues to be a factor in producing at least a 20% Loss of Income, you may be considered Partially Disabled.
- 3** If you have also purchased the Own Occupation Rider, please note that the

definition under this section has been modified. Please review the Own Occupation Rider language for details.

- 4** During the first 12 months of Disability, your benefit will never be less than 50% of your Partial Disability Monthly Benefit. If your Loss of Income exceeds 75%, you will receive the full Partial Disability Monthly Benefit.

Beginning with the 13th month following the start of Disability, any Monthly Benefit will be determined as follows:

- If the Insured's Loss of Income is between 20% and 75% of Pre-disability Income, the Monthly Benefit will be determined as follows:

$$\text{Partial Disability Benefit} \quad X \quad \frac{\text{Loss of Income}}{\text{Pre-disability Income}}$$

- If the Insured's Loss of Income exceeds 75% of Pre-disability Income, We will pay the Monthly Benefit for this coverage shown in the Policy Specifications.

5

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 20% of Pre-disability Income and there is a Demonstrated Relationship between the Insured's Loss of Income and the previous Disability. The Recovery Benefit will be paid through the 6th month following the Insured's full recovery and return to his/her Occupation. The monthly payment will be determined as follows:

$$\text{Partial Disability Benefit} \quad X \quad \frac{\text{Loss of Income}}{\text{Pre-disability Income}}$$

After 6 months, We will periodically reevaluate 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 20% of Pre-disability Income and there is a Demonstrated Relationship between the Insured's Loss of Income and the previous Disability. However, monthly payments will not exceed the Maximum Benefit Period for Partial Disability.

6

Adjustment to Pre-disability Income

The amount of Pre-disability Income will be adjusted after each 12 consecutive months of Disability. For each 12 months thereafter, We will increase the Pre-disability Income figure from the previous year. We will increase it by the same percentage that the Consumer Price Index (CPI) rose during the preceding calendar year. 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. However, the percentage will never be less than 5%. Once adjusted, the Pre-disability Income will not be decreased during that period of Disability. We will ignore decreases in the CPI.

EPS-04

Dividends

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

Time Limit on Certain Defenses

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

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

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

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

Termination

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

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

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY



PRESIDENT

(eps04rs)

5 If you continue to have a Loss of Income of at least 20% or more, after you are back to work in your Occupation, you will receive a Recovery Benefit for as long as you can demonstrate that the Loss of Income is related to your Disability. Recovery benefits are payable to the Maximum Benefit Period for Partial Disability.

6 An important feature of this rider is the built-in adjustment to your Pre-disability Income. After 12 months of Partial Disability, your Pre-disability Income will be increased to reflect the increase in the Consumer Price Index (CPI). The increase will never be less than 5%.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

OWN OCCUPATION RIDER

1

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.

OO-RI-07

Page 1
(mms07rs)

1 The Own Occupation Rider provides extra protection in the event you are unable, because of disability, to perform the substantial and material duties of your occupation and you are working in a new occupation.

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



STUART REEN
PRESIDENT

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
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

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

COST OF LIVING RIDER

1

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.

2

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. We will continue to increase the benefit payable, as specified in the Amount of Monthly Benefit Increases provision.

3

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

4

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.

Year of Disability	Percentage	Year of 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

KS-04

(ks04rs)

1 This rider helps to offset the effects inflation will have on your Disability benefits.

2 Only Total Disability Benefits and benefits under the Extended Partial Disability Benefits Rider and the Social Insurance Rider, if In Force, are subject to an increase.

Increases begin after 12 months of Disability or the full Waiting Period, whichever is greater.

3 Benefits will continue to increase while you are Disabled up to the Maximum Benefit Period.

4 Benefits increase at a rate of 3% compounded annually.

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

KS-04

(ks04rs)

- 5 Upon your return to active full-time work, you have the opportunity to purchase the increased benefits provided by this rider without evidence of Insurability. Proof of your active employment is required.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

SHORT TERM DISABILITY BENEFITS RIDER

1

This Rider provides Total Disability benefits for a short period of time. This Rider also provides Partial Disability benefits for a short period of time if the Extended Partial Disability Benefits Rider is In Force. We discuss Total Disability benefits in the Disability Benefits section of Your Policy. We discuss Partial Disability benefits in the Extended Partial Disability Benefits Rider. 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 Periods and the Maximum Benefit Periods that apply under this Rider to each Monthly Benefit 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.

Eligibility

In order for Total Disability benefits to be paid, the Insured must be Disabled for the full Waiting Period for this Rider shown in the Policy Specifications.

In order for Partial Disability benefits to be paid, the Extended Partial Disability Benefits Rider must be In Force and the Insured must be Disabled for the full Waiting Period for this Rider shown in the Policy Specifications.

2

Total Disability Benefits

If requirements for eligibility have been met, We will determine the benefit payment for each Monthly Benefit shown in the Policy Specifications on the same basis as discussed in the Disability Benefits section of Your Policy.

3

Partial Disability Benefits

If requirements for eligibility have been met, We will determine the benefit payment for each Monthly

Benefit shown in the Policy Specifications on the same basis as discussed in the Extended Partial Disability Benefits Rider, if In Force.

Dividends

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

Time Limit On Certain Defenses

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

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

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

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

CS-92

(cs92)

- 1** This rider is designed to provide disability benefits for a short period of time during the waiting period of employer-paid salary continuation plans or LTD plans with 180 day or longer waiting periods.
- 2** All benefits and definitions in the Disability Benefits section of your policy apply to this rider.
- 3** All benefits and definitions in the Extended Partial Disability Benefits Rider, if included in your policy, apply to this rider.

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;
- the death of the Insured.

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY


PRESIDENT

CS-92

(cs92)

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

GROUP SUPPLEMENT DISABILITY BENEFITS RIDER

1

This Rider provides Partial Disability benefits to supplement employer provided disability benefits and disability benefits from any other source by adding benefits to Your Disability Income Policy. This Rider also provides the right to apply for additional benefits from time to time without Proof of Good Health other than proof that the Insured is not Disabled; and may provide increases to the amount payable under this Rider. 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 that apply to each Coverage is 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

PRE-DISABILITY INCOME -- The greater 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.

Eligibility

To receive Disability benefits under the Coverage option(s) elected in the application, the Insured must be Disabled throughout the full Waiting Period shown in the Policy Specifications and meet the conditions described under each Coverage provision below. No benefits accrue during the Waiting Period.

Benefits

Benefits will be based on one or more of the following Coverages shown in the Policy Specifications.

Coverage A. The Insured will be considered Partially Disabled under Coverage A if he/she:

- is suffering a current Disability;
- is working at his/her Occupation;
- has a loss of income of at least 20% of Pre-disability Income;
- can show a Demonstrated Relationship between the Loss of Income and the current Disability; and
- is under a Doctor's Care.

If the Insured is Partially Disabled, We will pay the monthly payment for this Coverage if during the Waiting Period:

- the Insured has been Partially Disabled and had a Loss of Income of at least 20% of Pre-disability Income;

or

- the Insured has been Totally Disabled for at least 30 days.

During the first 12 months of Disability, any monthly payment will equal 50% of the Monthly Benefit for this Coverage shown in the Policy Specifications.

However, if We receive proof of Loss of Income of more than 50% of Pre-disability Income, the Insured may qualify for a larger benefit. The monthly payment will be determined as follows:

- If the Insured's Loss of Income is between 50% and 75% of Pre-disability Income, any monthly payment will be determined as follows:

Coverage A Monthly	X	Loss of Income
Benefit		Pre-disability Income

- If the Insured's Loss of Income exceeds 75% of Pre-disability Income, We will pay the Monthly Benefit for this Coverage shown in the Policy Specifications.

2

3

ES-92

Page 1
(es92)

1 This rider provides Partial Disability benefits and is designed to supplement the benefits of your group insurance plan.

2 You may be considered Partially Disabled under Coverage A if you have returned to the Occupation you had on the day you became Disabled and your current Disability continues to be a substantial factor in producing at least a 20% Loss of Income.

During the Waiting Period, you must be Partially Disabled and have an Income Loss of at least 20% or you must be Totally Disabled for at least 30 days.

3 Under Coverage A, during the first 12 months of Partial Disability, your benefits will never be less than 50% of your Monthly Benefit for this coverage. Thereafter, benefits are based on the percentage of Income Loss.

Beginning with the 13th month following the start of Disability, any monthly payment will be determined as follows:

- If the Insured's Loss of Income is between 20% and 75% of Pre-disability Income, any monthly payment will be determined as follows:

Coverage A Monthly Benefit X $\frac{\text{Loss of Income}}{\text{Pre-disability Income}}$

- If the Insured's Loss of Income exceeds 75% of Pre-disability Income, We will pay the Monthly Benefit for this Coverage shown in the Policy Specifications.

4

Coverage B. The Insured will be considered Partially Disabled under Coverage B if he/she:

- is suffering a current Disability;
- is working at a new occupation for which he/she is reasonably suited by education, training and experience;
- has a loss of income of at least 20% of Pre-disability Income;
- can show a Demonstrated Relationship between the Loss of Income and the current Disability; and
- is under a Doctor's Care.

We will base the Monthly Benefit on the Insured's Loss of Income. The monthly payments will be as follows:

Coverage B Monthly Benefit X $\frac{\text{Loss of Income}}{\text{Pre-disability Income}}$

5

Coverage C. The Insured will be considered Partially Disabled under Coverage C if he/she:

- is suffering a current Disability;
- is working at a new occupation for which he/she is reasonably suited by education, training and experience;
- is under a Doctor's Care.

Any monthly payment will equal the Monthly Benefit for this Coverage shown in the Policy Specifications.

6

Future Insurability Option

You may apply during an Option Period for additional benefits to any Coverage that is In Force, as specified in the Option Periods provision of this Rider. You may apply only once during each Option Period. If the Insured is Disabled during an Option Period, Your right to apply for additional benefits will be postponed until recovery.

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 for the Coverages to which standard premiums apply at the time of application for additional benefits. However, 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 for each Coverage 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.

If the sum of the disability income benefits is smaller than Our Published Underwriting Limits, You may buy additional benefits as long as the sum plus the new additional benefits does not exceed Our Published Underwriting Limits.

Maximum Amount

The maximum additional benefit available for each Coverage during any Option Period prior to the Policy Anniversary on or next after the Insured's 50th birthday is the same as the initial Monthly Benefit for that Coverage shown in the Policy Specifications. Afterwards, the maximum additional benefit available for each Coverage during any Option Period is equal to one-half the initial Monthly Benefit for that Coverage shown in the Policy Specifications.

Minimum Amount

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

Total Available Benefits

The total additional benefit that will be available during all Option Periods cannot exceed the Total Available Benefits for each Coverage initially shown in the Policy Specifications.

- 4 You may be considered Partially Disabled under Coverage B, if you are working at a new Occupation for which you are reasonably suited, and your current Disability causes at least a 20% Loss of Income, and you are under a Doctor's Care.

The benefit under Coverage B is based on a percentage of the Income Loss.

- 5 Coverage C is no longer available under this Rider.

- 6 If you are not Disabled, you can increase coverage under this Rider regardless of your health or Occupation.

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.

7

Option Periods

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

You may request a change in Option Dates by Written Request at any time, 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 after a default in premium payment, only Option Periods which occur after the date of reinstatement will be available.

Any unused options may not be carried over to another Option Period.

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

Premiums For Additional Benefits

The premiums for each additional benefit will be based on the table of premium rates in use on the date this Rider became Effective. We will base the premiums on the following:

- the insurance plan purchased;
- the Insured's Age on 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 Coverage(s) for this Rider. 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.

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

8

Cost of Living Increase

For Coverages to which standard premiums apply on the date Disability begins, and while the Insured is Disabled, We will make increases to the Monthly Benefit for each Coverage shown in the Policy Specifications until the earliest of:

- the date the Disability ends;
- the date the Maximum Benefit Period for this Rider ends;

- the Expiration Date of the Policy.

No benefits accrue during the first 12 months that the Insured is Disabled or the full Waiting Period, whichever is greater. To receive increases to the Monthly Benefit payments under each Coverage In Force, the Insured must be Disabled for 12 months or the full Waiting Period for each Coverage shown in the Policy Specifications, whichever is greater. We will make the first payment 1 month later.

The increase to the Monthly Benefit payment for each Coverage shown in the Policy Specifications for the next 12 months will be computed by multiplying the Monthly Benefit payment by 5%. After every 12 months of Monthly Benefit payments, We will increase the Monthly Benefit payment again. The new Monthly Benefit payment increase will be computed by compounding the 5% from each previous year.

Dividends

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

Time Limit on Certain Defenses

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

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

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

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

7 You may apply to increase coverage under the Option feature once a year during the 90 day period prior to, and including the Option Date.

8 Coverage under this rider will increase by 5% while you are Disabled. Increases will begin after the later of 12 months of Disability and the full Waiting Period. The increases are on a compound basis.

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;
- the death of the Insured.

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY


PRESIDENT

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

FUTURE INSURABILITY OPTION RIDER

1

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.

2

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 any time, 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

3

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.

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

1 This rider allows you to purchase additional Disability benefits regardless of your health or nature of your Occupation as long as you are not Disabled.

2 You may apply for additional Disability benefits under this rider once each year up to age 60. You must apply during the 90 day period prior to and including your Option Date.

3 Unless you request us not to, coverage under certain riders will be increased.

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.

4

Maximum Amount

The maximum additional benefit available during any Option Period prior to the Policy Anniversary on or next after the Insured's 50th birthday is the same as the initial 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. Afterwards, the maximum additional benefit available during any Option Period is equal to one-half such initial Monthly Benefit under Your Policy.

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.

5

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.

6

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.

4 Prior to your 51st birthday, you may apply for an increase up to the full amount of the initial Total Disability benefit under your policy or up to the total additional benefits under this rider, whichever is less.

After your 51st birthday, you may apply for an increase up to the lesser of one-half the initial Total Disability benefit and the total additional benefits under this rider. Increases are based on your financial qualifications.

5 Premiums for additional benefits are based on your age and the table of premium rates in use at the time of the option.

6 Up to age 55, you may increase the Total Available Benefits under this rider. Proof of Insurability will be required.

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

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

SOCIAL INSURANCE RIDER

1

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.

2

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.

3

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.

SI-98

(5/98)

1 This rider provides a Disability benefit that is reduced by benefits provided by Other Benefit Programs.

2 Other Benefit Programs include Worker's Compensation, government sponsored disability programs, and benefits from government retirement systems.

3 If no benefits are payable from Other Benefit Programs, you will receive the Monthly Benefit for this rider. If benefits are payable from one or more of the Other Benefit Programs, the benefit under this rider will be reduced by the total amount payable.

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.

4

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

5

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.

6

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

(SI98)

4 No benefits will be paid under this rider if you are receiving Social Security retirement benefits.

5 The monthly benefit under this rider will be used to determine the benefit under the Partial Disability Benefits Rider or the Extended Partial Disability Benefits Rider if In Force on your policy.

6 We will require proof of benefits payable under Other Benefit Programs and proof as to whether you are receiving those benefits.

We also have the right to pursue any appeals process for benefits for which you are entitled under Other Benefit Programs. We will pay for any appeal we may pursue.

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

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

AUTOMATIC BENEFIT INCREASE RIDER

1

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.

2

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.

3

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.

4

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.

5

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)

1 This rider allows you to annually increase your benefits automatically without Proof of Good Health, other than proof that you are not Disabled.

2 Unless you request us not to, coverage under certain riders will be automatically increased as well.

3 Benefits will automatically increase on each Policy Anniversary provided you are not Disabled.

4 You may refuse an increase. If you refuse two consecutive increases, we will cancel this rider.

5 After five consecutive increases, you may apply to renew this rider provided four of the five previous increases are In Force.

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

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

RETIREGUARD RIDER

1

This Rider provides Total Disability benefits up to the amount shown on the Policy Specifications to cover retirement contributions that would have been made to eligible retirement plans had the Insured not become Totally Disabled. We discuss Total Disability benefits in the 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 a part of Your Policy. If this Rider or any optional benefits under this Rider are issued after the Policy was issued, We will send new Policy Specifications. The Waiting Period and the Maximum Benefit Period specific to this Rider and for any optional benefits under this Rider are shown in the Policy Specifications.

Premiums

The Premiums for this Rider and for any optional benefits under this Rider are shown in the Policy Specifications. Premiums for this Rider and any optional benefits under this Rider must be paid along with the premiums for the Policy. If You have purchased the optional Future Insurability Option (FIO) benefit described below, each time You buy additional benefits under this Rider in the exercise of that benefit, We will reduce the FIO benefit premium. If You keep Your Policy In Force after this Rider terminates, You will no longer pay premiums for this Rider. If You terminate any of the optional benefits under this Rider, You will no longer pay premiums for those benefits. You are not responsible for any fees associated with Trust administration.

2

Definitions

PRE-EXISTING CONDITION -- The existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within the 5 year 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 5 year period preceding the date coverage of the Insured became Effective.

TRUST -- The account established by the Insured at the time of eligibility for benefits into which all benefits will be paid.

TRUSTEE -- The Trustee is currently The MassMutual Trust Company, FSB who is responsible for Trust administration. If a successor Trustee is required, one will be named by Us.

Eligibility

3

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

- the Insured becomes Totally Disabled while this Rider is In Force; and
- Total Disability continues to the end of the Waiting Period for this Rider; and
- the Maximum Benefit Period for this Rider has not ended; and
- the Insured submits forms provided by Us sufficiently completed to establish a Trust.

The Waiting Period and Maximum Benefit Period, both specific to this Rider, are shown in the Policy Specifications. No benefits accrue during the Waiting Period.

RG-01

RetireGuard-Radius

Page 1
(xsrq01rs)

- 1** The rider provides benefits to an investment fund that will be available at retirement to supplement retirement income.
- 2** These additional definitions apply to this rider.
- 3** You will be sent the necessary paperwork to establish a Trust Account with The MassMutual Trust Company, FSB to receive benefits under this rider.

Rider Benefit

4

The monthly benefit provided by this Rider is paid to a Trust established when the Insured is eligible for benefits. The Trustee invests the monthly benefit in accordance with the Insured's instructions. During the Insured's ongoing Total Disability, payments are made monthly into the Insured's Trust account. You agree to execute whatever documents that may be necessary to establish the Trust.

Distribution Of Benefits

The proceeds of the Trust will be distributed in accordance with the terms of the Trust.

Pre-Existing Condition Limitation

A Total 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 Total Disability or loss caused by a Pre-Existing Condition will be covered if the Total Disability or loss starts two years after this Rider or additional benefit (which may require 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.

Optional Cost Of Living Adjustment (COLA) Benefit

You may increase the amount of Total Disability benefits payable under this Rider if You are eligible as described below.

Eligibility For Optional Cost Of Living Adjustment (COLA) Benefit

COLA benefit increases under this option will be paid if:

- the Insured has paid premium for the COLA benefit; and
- the COLA optional benefit is In Force at the start of Total Disability; and
- the Insured is Totally Disabled for 365 days.

Only Total Disability benefits under this Rider, up to the COLA Monthly Benefit amount shown in the Policy Specifications for this Rider, will be eligible for increases.

When We Will Pay Monthly Benefit Increases - For The Optional COLA Benefit

If requirements for COLA eligibility have been met, the Monthly Benefit increase under this option will start to accrue after the Insured is Totally Disabled for 365 days. We will make the first payment one month later. For each year of a period of Total Disability, thereafter, We will continue to increase the benefit payable, as specified in the Amount of Monthly Benefit Increases provision.

5

How Long We Will Pay Optional COLA Monthly Benefit Increases

While the Insured is Totally Disabled, We will make increases to the Monthly Benefit for this Rider based on the COLA Monthly Benefit shown in the Policy Specifications until the earliest of:

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

4 Benefits are payable to the Trust and accumulate to the maximum benefit period of this rider.

5 Contributions to the Trust Account will automatically increase by 3% after 12 months of benefits if the policy includes the optional Cost of Living Adjustment (COLA) Benefit. This amount will increase every year, compounded for as long as you are disabled.

Amount Of Monthly Benefit Increases - For The Optional COLA Benefit

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

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

Right To Apply For Additional Benefits Under This Rider - For The Optional COLA Benefit

6

Following a period of Total Disability during which Monthly Benefit increases were paid, You will have the opportunity to purchase additional Monthly Benefits under this Rider. To be eligible to purchase additional Monthly Benefits under this Rider, 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 under this Rider was based. The percentage will be multiplied by the RetireGuard Monthly Benefit to which this benefit 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 current 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; and
- the application for additional benefits is made within 90 days after the Insured's Total Disability ends.

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

6 After a period of disability when monthly benefit increases were paid under the COLA rider, you can buy additional coverage without medical evidence.

Optional Future Insurability Option (FIO) Benefit

7

This optional benefit 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 Totally Disabled. Each additional benefit You buy through the exercise of this option will provide Monthly Benefits for Total Disability under this Rider only. The Waiting Period and the Maximum Benefit Period for each additional benefit will be the same as those provided for Total Disability Benefits under this Rider.

Option Periods - For The Optional FIO Benefit

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

You may request a change in Option Dates by Written Request at any time, subject to Our approval. The change will be Effective on the next Monthly Anniversary following the date We approve Your request.

If the Policy, this Rider, and this benefit 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.

Eligibility - For The Optional FIO Benefit

To apply for additional benefits under this option, You must apply during an Option Period as specified in the Option Period provision above. 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 Totally Disabled.

How To Apply For Additional Benefits - For The Optional FIO Benefit

If requirements for eligibility have been met, You must apply in writing on Our form during an Option Period for this benefit. 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 Earned Income and Unearned Income; and
- the Insured's retirement contribution.

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. Disability income benefits include those provided by:

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

The additional benefits will be Effective on the Option Date for this benefit, 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.

7 If you are not disabled, you can periodically increase coverage under this rider.

Maximum Amount - For The Optional FIO Benefit

The maximum additional benefit available during an Option Period is an amount up to the Retireguard FIO Benefit Available, shown in the Policy Specifications, but not to exceed our Published Underwriting Limits.

Premiums For Additional Benefits - For The Optional FIO Benefit

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; and
- the Insured's current Age on the date of the Option Date of the additional benefit; and
- the risk class of the Insured on the date this optional FIO benefit became Effective.

Additional benefits will be issued with the same risk class 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 benefit option became Effective, We will use the more favorable risk class for the additional benefits.

Increasing The RetireGuard FIO Benefit Available - For The Optional FIO Benefit

You may apply to increase the RetireGuard FIO Benefit Available during any Option Period. We will require Proof of Insurability of the Insured.

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

Premiums for the RetireGuard FIO Benefit Available 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 Total 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 Total Disability that starts two years after the date this Rider or additional benefit (which may require Proof of Good Health to purchase) becomes Effective will be denied because a disease or physical condition existed before coverage began. This does not apply to a condition We have specifically excluded from coverage by name or specific description.

No claim for Total 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. This does not apply to a condition We have specifically excluded 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; or
- as of the next premium due date upon Your Written Request; or
- the Policy Expiration Date; or
- the death of the Insured.

In addition, the FIO benefit under this Rider, if any, will end on the earliest of the following dates:

- the date the RetireGuard FIO Benefit Available shown in the Policy Specifications is reduced to zero; or
- the Option Date on or immediately before the Insured's 60th birthday.

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY



STUART REEN
PRESIDENT

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

CATASTROPHIC DISABILITY BENEFIT RIDER

This Rider provides for a benefit to be paid if the Insured becomes Catastrophically Disabled, as defined below. All definitions and provisions in the Policy apply to this Rider, unless otherwise specified by this 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.

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.

1

Definition of Catastrophic Disability or Catastrophically Disabled --

The Insured's condition has met either (1) or (2) where:

(1) The definition of Presumptive Disability, as defined in Your Policy, which includes:

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

(2) The definition of Total Disability, as defined in Your Policy, and (a) or (b) where:

(a) The inability to perform two of six Activities of Daily Living (ADLs), as defined below, without assistance.

ADLs:

Bathing -- washing oneself by sponge bath; or in either a tub or shower, including the task of getting onto or out of the tub or shower.

Continence -- the ability to maintain control of bowel or bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag)

Dressing -- putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.

Eating -- feeding oneself by getting food into the body from a receptacle (such as plate, cup or table) or by feeding tube or intravenously.

Toileting -- means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

Transferring -- means moving into or out of a bed, chair, or wheelchair.

1 CATASTROPHIC DISABILITY OR CATASTROPHICALLY DISABLED -- The Insured may suffer from a Catastrophic Disability due to a Presumptive Disability or a Total Disability which result in either the inability to perform Activities of Daily Living (ADLs) or a Severe Cognitive Impairment.

- (b) A Severe Cognitive Impairment -- The Insured's severe deterioration and/or loss of cognitive capacity that results in the need for Substantial Supervision, as defined below, by another person to protect his/her self or others from threats to health or safety. Cognitive impairment of this severity must be evidenced by global impairment of ADLs as demonstrated by standardized neurocognitive testing.

Examples of conditions that might result in Severe Cognitive Impairment, include, but are not limited to, the following:

- Moderate to severe Alzheimer's disease;
- Severe traumatic brain injury;
- Parkinson's dementia;
- Huntington's dementia;
- Vascular dementia;
- Severe cerebral vascular accident

Substantial Supervision -- The continual supervision by another person to protect the Insured or others from threats to health or safety (such as may result from wandering) when the insured has a Severe Cognitive Impairment. Such supervision may include cueing by verbal prompting, gestures, or other similar demonstrations.

Catastrophic Disability does not include a disability that is contributed to or caused by a condition diagnosed as being within one or more of the following category of disorders: sleep, learning, attention deficit hyperactivity, substance use-related, schizophrenia/other psychotic, mood, anxiety, somatoform, dissociative, or personality. These disorders are defined by the code of Diagnostic and Statistical Manual of the Mental Disorders published by the American Psychiatric Association (APA). If that manual is discontinued, we will use the replacement chosen by the APA.

Rider Benefit

This Rider will provide benefits as outlined in Your Policy Specifications.

2

When We Pay

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

- The Insured becomes Catastrophically Disabled while this Rider is In Force; and
- The Catastrophic Disability continues to the end of the Waiting Period for this Rider; and
- The Maximum Benefit Period for this Rider shown on the Policy Specification pages has not expired.


The Waiting Period and Maximum Benefit Period, both specific to this Rider, are shown in the Policy Specifications. No benefits accrue during the Waiting Period, unless the disability benefit qualifies based on a complete and irrecoverable Presumptive Disability.

Termination

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

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

MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY


PRESIDENT

2 WHEN WE PAY: The Waiting Period and Maximum Benefit Period are specific to this Rider. No benefits accrue during the Waiting Period, unless the disability benefit qualifies based on a complete and irrecoverable Presumptive Disability.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

Endorsement

1

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

2

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

EDI-15

(ed15xars)

1 The option of accumulating dividends at a minimum of 5% interest, as well as paying premiums with accumulated dividends, is no longer available. Dividends are not guaranteed.

2 The "Convertible at Age 65" option has been replaced with a "conditionally renewable" option at age 65.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
Springfield, Massachusetts

LTC Purchase Credit Endorsement

The following provision has been added to Your Policy:

1

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.

2

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

EDI-14

(ed14xrs)

- 1** Based on premiums paid, a credit will accumulate that may be applied to a Long Term Care (LTC) policy purchase.
- 2** The credit may be applied to a Long Term Care Policy (LTC) for the Insured, or a member of the Insured's immediate family.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
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 Disability.

If the Presumptive Total Disability is complete and irrecoverable 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



PRESIDENT

EDI-8

(edibxrs)

This endorsement completely replaces the Presumptive Total Disability wording in both the Definitions section and the Disability Benefits section of your policy.



Massachusetts Mutual Life Insurance Company
and affiliates, Springfield, MA 01111-0001

www.massmutual.com

© 2007 Massachusetts Mutual Life Insurance Company. All rights reserved.

MassMutual Financial Group is a marketing designation (or fleet name)
for Massachusetts Mutual Life Insurance Company (MassMutual) and
its affiliates.

D12208 707
CRN200906-045117