For informational purposes only. State variations apply. It is possible that policy provisions may have changed since this specimen was created. If you purchase this product, you should carefully review your issued policy during the "Right to Examine Policy" period. This specimen includes all optional riders and endorsements available for sale with the policy; however, not all riders/endorsements may be available to you.

Massachusetts Mutual Life Insurance Company
Home Office:
[1295 State Street
Springfield, Massachusetts 01111-0001]

Disability Income Insurance Policy

INSURED: [JOHN DOE] **POLICY NUMBER:** [123456789]

POLICY DESCRIPTION.

This Disability Income Insurance Policy is participating.

This Policy is Non-Cancellable until the Policy Anniversary on or next following the Insured's 65th birthday. During that time, We cannot change the premiums shown in the Policy Specifications or cancel this Policy unless requested by You, and, as long as premiums are paid on time, We will continue Coverage. Thereafter, this Policy, exclusive of any terminated Riders, becomes Conditionally Renewable; premiums will be based on the Insured's Attained Age, and premium rates are subject to change.

READ THIS POLICY CAREFULLY. It is a legal contract between You and Us. In this Policy, the words "You" and "Your" refer to the Owner. The words "We," "Us," and "Our" refer to Massachusetts Mutual Life Insurance Company.

We provide benefits for a Disability arising from a Sickness or Injury that first appears (makes itself known) after the Coverage Date and while this Policy is In Force.

For service or information on this Policy, contact Our Home Office at [1295 State Street, Springfield, Massachusetts 01111-0001], or by telephone at [1-800-272-2216], or visit Our website at [www.massmutual.com].

RIGHT TO EXAMINE POLICY.

If for any reason You decide not to keep this Policy, send it to Us within 30 days after receiving it. Send it to Our Home Office or to the agent who sold You this Policy. We will treat this Policy as though it had never been issued. We will refund to the premium payor any premium paid, including any policy fees.

Pre-Existing Condition limitations or exclusions and other limitations or exclusions may apply. Please read Your Policy carefully.

Signed for Massachusetts Mutual Life Insurance Company.

Sincerely yours,

[PRESIDENT] [SECRETARY]

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THIS SPECIMEN POLICY DOES NOT INCLUDE THE POLICY SPECIFICATIONS.

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DEFINITIONS

ACTIVELY AT WORK -- The Insured must be continuously at work for 30 hours or more per week performing the duties of his/her occupation in the usual and customary manner without limitation (for example, reduced work hours or days, or job restrictions or modifications) due to Sickness or Injury.

AGE -- The age of the Insured on the anniversary of the Insured's birthday.

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

CONDITIONALLY RENEWABLE -- This Policy is renewable based on certain conditions as described in the Conditional Renewability provision.

COVERAGE(S) -- The benefits available under the terms of this Policy, including but not limited to any riders.

COVERAGE DATE(S) -- The date used to calculate the amount of the premium due and the date each Coverage begins provided that Coverage is Effective. Coverage Date(s) are shown in the Policy Specifications.

DISABILITY, DISABILITIES, OR DISABLED -- The onset of a Total Disability while this Policy is In Force. If the Extended Partial Disability Benefits Rider or Group Supplement Disability Benefits Rider are In Force, this also includes the onset of a Partial Disability while this Policy is In Force.

DOCTOR -- A person who is legally licensed to practice medicine or psychology and acting within the scope of his or her license, or a health care practitioner who is legally licensed, and is acting within the scope of his or her license, to treat an Injury or Sickness causing Disability. A Doctor cannot be the Insured or Owner, or the Insured's or Owner's parent, sibling, child, spouse or partner in a civil union or domestic partnership.

DOCTOR'S CARE -- The Insured is receiving regular and personal care by a Doctor that, under prevailing medical standards, is appropriate for the condition causing the Disability. If the Disability is due to a Mental Disorder, the Doctor must be a person who is a licensed psychiatrist or a licensed doctoral-level psychologist. 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 -- Unless otherwise specified in this Policy, the Policy/Coverage(s) become Effective provided that the application for the Policy/Coverage(s) is approved, the Policy or other applicable Policy forms (i.e., Policy Specifications) are delivered, the initial premium for the Policy/Coverage(s) applied for is paid, and the answers on the application are true and complete as if made at the time of delivery. If the initial premium for the Policy/Coverage(s) was accepted by Us at the time of application and We approve the Policy/Coverage(s) at standard rates exactly as applied for, then the Policy/Coverage(s) become effective when We approve the application for that Policy/Coverage. Coverage(s) remain Effective provided premium for the Coverage(s) are paid when due (or waived because of the Insured's Disability) and the Policy is In Force.

GRACE PERIOD -- The 31-day period following the date a premium is due. This Policy remains In Force during this period.

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

IN FORCE -- The status of this Policy once Coverage(s) become Effective and prior to termination. It also continues In Force if premiums are waived because of the Insured's Disability. This Policy is not In Force during a period of suspension as described in the Suspension Of Policy While In Military or Suspension Of Policy For Unemployment provisions.

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INCOME -- The salary, wages, draw, commissions, and bonuses of the Insured from any profession(s) or business(es). If the Insured's vocation involves ownership of any portion of any business, including any corporation, Income includes his/her share of the net profit or loss of the business due to such ownership and contributions to a pension and/or profit sharing plan made by the business on behalf of the Insured. The amounts included are as reported for Federal Income Tax purposes. Income does not include Unearned Income as defined below.

INJURY -- An accidental bodily injury to the Insured that occurs while this Policy is In Force and is not contributed to by Sickness. Disability must start within one year of the Injury, otherwise the condition shall be considered a Sickness.

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

ISSUE DATE -- The date that this Policy, and any Policy Specifications, amendments, statements, and endorsements are printed. Subsequent Policy Specifications carry their own Issue Dates.

LOSS OF INCOME -- Refer to the definitions in the Extended Partial Disability Benefits Rider or Group Supplement Disability Benefits Rider if You have one or both of these riders In Force. The Disability must begin while this Policy is In Force.

MAXIMUM BENEFIT PERIOD -- The maximum length of time We will pay Monthly Benefits for a Disability. The Maximum Benefit Period is shown in the Policy Specifications. We will not pay Monthly Benefits for a Disability for longer than the Maximum Benefit Period because of a change in the type of Coverage being paid. The Maximum Benefit Period is 24 months for each period of Disability caused or contributed to by a Mental Disorder.

MENTAL DISORDER -- Any disorder (except dementia resulting from stroke, trauma, infections or degenerative disease such as Alzheimer's disease) 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.

MONTHLY BENEFIT(S) -- The amount paid as a Monthly Benefit under the terms of this Policy. This amount is stated in the Policy Specifications.

NON-CANCELLABLE – As long as the premiums are paid on time, We will continue Coverage through the day prior to the Policy Anniversary on or next following the Insured's 65th birthday.

OCCUPATION -- The Insured's regular profession(s) or business(es) at the start of Disability for which the Insured receives or can receive remuneration.

OWNER -- The person or entity, as shown in Our records, who has the exclusive right to exercise all rights and privileges under this Policy. The Insured is the Owner unless there is an Owner designation different from the Insured, with a proper insurable interest. If the Owner dies, the new Owner will be his/her executor or administrator. The Owner may be changed by Your Written Request. Unless otherwise specified in the Written Request, a change of ownership will take effect on the date the Written Request is signed subject to any payments made or actions taken by Us prior to receiving notice of the change of ownership.

PARTIAL DISABILITY -- Refer to the definitions in the Extended Partial Disability Benefits Rider or Group Supplement Disability Benefits Rider if You have one or both of these riders In Force. The Disability must begin while this Policy is In Force.

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POLICY -- The legal contract between You and Us. The entire contract consists of this Policy, the application(s) and any supplement(s), as well as any riders, endorsements, amendments, or exclusions that may be attached.

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

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 (1) 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 -- A condition for which symptoms existed that would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 12-month period immediately prior to the Coverage Date(s), or for which medical advice or treatment was recommended by a Doctor or received from a Doctor within a 24-month period prior to the Coverage Date(s).

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 and are caused by Sickness or Injury:

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

PROOF OF GOOD HEALTH -- Proof satisfactory to Us which 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 insurance benefits In Force or applied for by the Insured.

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

RECIPIENT OF BENEFITS -- The person or entity, as shown in Our records, designated to receive Monthly Benefits available under the terms of this Policy. If no person or entity has been designated, the Recipient of Benefits will be the Insured. The Recipient of Benefits may be changed by Your Written Request.

REHABILITATION PROGRAM -- A formal program designed to help the Disabled Insured return to his/her Occupation or any gainful employment for which he/she is fitted by reason of education, training or experience. It includes, but is not limited to, programs operated by the Federal or State government, those at a licensed vocational school, business school or accredited college.

SICKNESS -- An illness or disease that appears (makes itself known) while this Policy is In Force subject to the Limitation Of Pre-Existing Conditions For Coverage provision. Sickness also includes:

- the transplant of a part of the Insured's body to another person that occurs after the Coverage Date(s); or
- complications of pregnancy or childbirth as diagnosed by the Insured's Doctor.

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TOTAL DISABILITY OR TOTALLY DISABLED -- The occurrence of a condition caused by a Sickness or Injury, in which the Insured cannot perform the main duties of his/her Occupation and the Insured is not working at any occupation. The Insured must be under a Doctor's Care. The Disability must begin while this Policy is In Force.

UNEARNED INCOME -- Unearned Income includes:

- investment income, including, but not limited to, interest, dividends and capital gains;
- rent;
- royalties;
- deferred compensation payments from plans executed more than 30 days prior to Disability;
- retirement income;
- other disability income insurance benefits In Force or applied for by the Insured; or
- benefits from a formal sick pay plan.

WAITING PERIOD -- The period immediately following the start of Disability during which benefits do not accrue. Disability must continue to the end of the Waiting Period, shown in the Policy Specifications, before any benefits may be payable. The Waiting Period may be completed on an intermittent basis subject to the Recurring Disability provision.

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

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, unless such Disability is considered a complete and irrecoverable Presumptive Total Disability. No benefits are accrued during the Waiting Period. The Waiting Period and the Maximum Benefit Period are shown in the Policy Specifications.

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.

Total Disability Benefit

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

Presumptive Total Disability Benefit

We will consider the Insured to be Totally Disabled and eligible for benefits under the Total Disability Benefit 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 onset of Disability, We will waive:

- the required Waiting Period; and

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- the requirement that the Insured be under a Doctor's Care.

Recurring Disability

For Disability Benefits with a Maximum Benefit Period to Age 65 or to Age 67 or to Age 70, a Recurring Disability is a related Disability that starts less than 12 months after a period of Disability ends.

For Disability Benefits with any other Maximum Benefit Period, a Recurring Disability is a related Disability that starts less than 6 months after a period of Disability ends.

We will treat a 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

Prior to this Policy becoming Conditionally Renewable, We will consider participation in a Rehabilitation Program. Participation in a Rehabilitation Program is voluntary. Our role in the Rehabilitation Program will be determined by Our written agreement with the Owner. Any benefits provided by this Policy during the Rehabilitation Program will be set by the terms of the agreement, which include but are not limited to:

- Our approval of the Rehabilitation Program in writing before the Insured begins to participate in it. Our approval will be based on the nature and extent 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; and
- Rehabilitation Program expenses are not defined as covered expenses by another insurer or not actually paid by another source.

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

Waiver Of Premium Benefit

After the Insured has been Disabled for 90 days and while the Insured remains Disabled, We will waive payment of premiums for any Coverage(s) for which the Insured is eligible to receive benefits due to the Disability until the later of:

- the end of the Maximum Benefit Period; or
- the Policy Anniversary on or next following the Insured's 65th birthday.

For the eligible Coverage(s), the premiums that will be waived are those which:

- were due during the 90-day period before the Insured qualified for the Waiver Of Premium Benefit; and

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- becomes due after the Insured has been Disabled for 90 days.

If any of these premiums have been paid to Us, they will be refunded to the premium payor when the Waiver Of Premium Benefit is allowed. We will waive premiums for the eligible Coverage(s) based on the premium mode in effect when the Insured becomes Disabled.

After the period of Disability ends and if this Policy has not terminated in accordance with the Termination provision, You must resume premium payment on the next premium due date in order to keep this Policy In Force.

Dividends

This Policy is participating, which means that 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 in accordance with the Waiver Of Premium Benefit provision.

PREMIUM PROVISIONS

Premium Payment

The initial premium is due on or before the date this Policy is Effective. Your premium mode is shown in the Policy Specifications. You may request a change in the premium mode at any time, subject to Our approval. However, We will not permit a change in premium mode during any period in which the Insured is Disabled. The change in premium mode will take effect on the next applicable premium due date. Your modal premium may vary depending on the frequency elected.

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. This Policy will stay In Force during the Grace Period.

CLAIMS

Notice Of Claim

A written notice describing the Insured's Disability should be sent to Our Home Office. Send it within 20 days after the Disability occurs or as soon as is reasonably possible. Any delay in giving notice will not affect the right to any benefits for the 6 months before the date the notice was given.

Claim Forms

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

Proof Of Disability Requirements

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

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If it is not possible to send proof 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 12 months 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 not pay 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 may not pay benefits.

Duty To Cooperate

The Insured has the duty to cooperate with Us concerning all claim matters relating to this Policy. This cooperation includes, but is not limited to:

- submitting all required forms and other documentation according to the provisions of this Policy; and
- securing appropriate medical treatment for the condition(s) upon which the Insured's claim for benefits under this Policy is based.

Payment Of Claim

One month after the Waiting Period ends and all Proof Of Disability Requirements have been provided and the claim has been approved by Us, We will make the first Disability benefit payment. The future payments are due on the same date of each month thereafter, subject to Our receipt of proof of continued Disability. We will continue to pay in accordance with all Policy provisions and attachments, while the Insured is Disabled, only up to the Maximum Benefit Period. If the Insured is not Disabled for an entire month during which a Disability benefit is claimed, We will only pay 1/30th of the Monthly Benefit for each day of Disability. Any balance remaining unpaid upon termination of the liability of the Company shall be paid immediately upon receipt of Proof Of Disability Requirements. Monthly Benefit payments for any one period of Disability will not be made for longer than the Maximum Benefit Period. We may choose to pay benefits more frequently than monthly.

If a claim is paid more than 30 days after We receive satisfactory Proof Of Disability Requirements, the delayed payment shall be subject to simple interest at the rate of 10% per year beginning with the 31st day after receipt of satisfactory Proof Of Disability Requirements and ending on the day the claim is paid.

Claim Determination Appeals

You have the right to appeal any claim determination by contacting Us in writing at Our Home Office. A representative will be available to assist You with this appeal process.

Whom We Will Pay

Monthly Benefits will be paid to the Recipient of Benefits. If the Recipient of Benefits is not competent to

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provide a valid release, or if any benefits are payable to the Recipient of Benefits' estate, We may pay up to a total of $5000 to any relative by blood or connection by marriage, civil union, or registered domestic partner of the Recipient of Benefits who is deemed by the Company to be equitably entitled thereto. If We make such payment in good faith, We will not be liable to anyone for the amount We pay.

Our cancelled check will be proof that We have no further liability for that payment.

WHAT IS NOT COVERED

Exclusions

This Policy does not provide any benefit for any Disability:

- during a period of legal incarceration in a penal or correctional institution of more than 7 days or during a period of legal detainment of more than 7 days. Also, this time does not apply for completion of the Waiting Period.
- sustained during declared war or undeclared war or act of war.
- caused or contributed to by normal pregnancy or childbirth.
- sustained during participation in a riot or insurrection.
- resulting from active duty in the armed forces of any nation or international governmental authority or units auxiliary thereto or the National Guard or similar government organizations.
- caused by any intentionally, self-inflicted Injury.
- sustained during the Insured's commission of, or attempt to commit, a felony under local, state or federal law, or while engaged in an illegal occupation.
- that results from, or is contributed to, by a disease, disorder or physical condition that was excluded as a result of the underwriting process by name or specific description.

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 confined in a Hospital for the treatment of a Mental Disorder, and under a Doctor's Care.

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:

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

Limitation Of Pre-Existing Conditions For Coverage

We will not provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins before the Coverage(s) has been In Force for 24 months and is caused or contributed to by, or resulting from, a Pre-Existing Condition, unless:

- the Pre-Existing Condition was fully and accurately described in the application for Coverage; or

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- We have not specifically excluded the Pre-Existing Condition by name or specific description.

In accordance with other Policy provisions and except as described in the Suspension Of Policy While In Military, Suspension Of Policy For Unemployment, and Reinstatement provisions, We will provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins after that Coverage has been In Force for more than 24 months and is caused or contributed to by, or resulting from a disease, disorder or physical condition that existed before that Coverage began, unless excluded by name or specific description in the Time Limit On Certain Defenses provision.

GENERAL RULES

The Contract

The Policy, including any riders, endorsements, amendments or exclusions that may be attached, and the application, including subsequently approved applications and revised Policy Specifications, constitute the entire contract. A copy of the initial application and any supplement(s) is attached to and made a part of this Policy. Subsequent applications and any supplement(s) which are approved will be sent 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.

Our agents cannot alter or modify any terms of this Policy. They cannot waive any of its provisions. An authorized officer of the Company must approve any change to the provisions of this Policy. If the change restricts any Coverage(s), the change request must be signed by You. All changes must be sent to You for attachment to this Policy.

Conditional Renewability

This Policy becomes Conditionally Renewable on the Policy Anniversary on or following the Insured's 65th birthday if the Insured is not Disabled and is Actively At Work, and will remain Conditionally Renewable until the Policy Anniversary on or next following the Insured's 75th birthday. New Policy Specifications will be sent to You for attachment to this Policy when this Policy becomes Conditionally Renewable.

The conditions for ongoing renewal are that the Insured is not Disabled and is Actively At Work. We may ask for proof that the Insured is not Disabled and is Actively At Work to continue Your Policy.

Premiums are based on the Insured's Attained Age and are shown in the Policy Specifications. Rates may change at any time when this Policy is Conditionally Renewable. If rates change, new Policy Specifications will be sent to You for attachment to this Policy.

This Policy will terminate in accordance with the Termination provision.

Right To Apply For Additional Coverage

Unless otherwise restricted in a rider attached to this Policy, You may apply for additional Coverage at any time while this Policy is In Force and the Insured is not Disabled. We will require a new application, Proof of Insurability, and proof of the nature of the Insured's Occupation. The additional Coverage will begin on the Coverage Date for that Coverage (shown in the Policy Specifications) provided it is Effective.

In order to apply for additional benefits under the Insured's existing Policy, the Insured must qualify for a

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minimum of $100 of additional Monthly Benefit 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.

The premiums for the additional Coverage will be based on the table of premiums rates We are using for new insurance on the date each additional benefit becomes Effective. We will base the premium on the amount and type of Coverage purchased and the Insured's Age and risk class on the date of application for the additional Coverage.

Policy Specifications

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

(1) any approved changes in Coverage(s);
(2) a change in the Waiting Periods or Maximum Benefit Periods;
(3) reinstatement of this Policy; or
(4) a change in the premium rates if different from the rates shown in the Policy Specifications.

Assigning Or Transferring This Policy

With the exception of the payment of Dividends, any interest or benefits in this Policy may be assigned or transferred by Written Request from You. Dividends may be assigned or transferred by Written Request from the premium payor.

The full terms of the assignment or transfer must be provided to Us. Unless otherwise specified in the Written Request, an assignment or transfer will take effect on the date the assignment is signed subject to any payments made or actions taken by Us prior to receiving notice for 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 24 months from the date any Coverage becomes Effective under this Policy, only fraudulent misstatements in the application may be used to void that Coverage or to deny or reduce a claim for a Disability that starts after the 24-month period. However, during the 24-month period, We may void that Coverage(s) if You made any material misrepresentation(s) in Your application(s).

No claim for Disability that starts 24 months after the date this Policy or additional Coverage (which requires Proof of Good Health to purchase) becomes Effective will be denied or reduced because of a disease or physical condition that existed before Coverage began unless We have specifically excluded the condition from Coverage(s) 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 or reduced on the basis that the condition existed before Coverage(s) began unless We have specifically excluded the condition from Coverage(s) by name or specific description.

Fraud

In the event this Policy and any rider, benefit, or reinstatement are procured by fraud or a claim is made with the intent to defraud, this Policy is void. This provision shall control over all other Policy provisions.

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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 Requirements was sent to Us. Also, legal action may not be started later than three (3) years after this Policy requires written Proof Of Disability Requirements to be submitted.

Misstatement Of Age Or Tobacco Use Status

If the Insured's birthdate or tobacco use status is misstated on the application, all amounts payable under this Policy shall be amounts as the premium paid would have purchased at the correct Attained Age or tobacco use status.

We may terminate this Policy or reduce any Coverage(s), and refund to the premium payor any associated premiums if the correct Attained Age at the time of issue is outside the issue Age ranges of this Policy or Our Published Underwriting Limits.

Suspension Of Policy While In Military

You may suspend this Policy if the Insured enters active military service of any country or international authority or is in a reserve component of the armed forces of the United States, including the National Guard. To request a suspension of this Policy, You must send Us Your Written Request providing information that the Insured is eligible for the suspension. If the Insured is eligible We will suspend this Policy from the date of receipt of Your Written Request for suspension (or a later date if requested by You) and refund to the premium payor any unearned premiums for the period of suspension. This suspension does not apply to active duty for training which is scheduled to last 90 days or less.

During any period of suspension:

- this Policy will not be In Force;
- no Monthly Benefits, Waiver of Premium, or any other Policy benefit will be available;
- payment of premiums will not be required; and
- no dividends, if any, will be payable.

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 this Policy had not been suspended. The restoration will be Effective as of the date of termination of active duty subject to payment of the required premiums. Subject to the limitations below, the restored Coverage(s) shall be on the same basis as before the date of suspension.

The time periods specified in the Limitation Of Pre-Existing Conditions For Coverage provision are not changed as a result of a suspension and restoration of Coverage(s). The time periods that each Coverage is In Force prior to the suspension and In Force after the restoration becomes Effective shall accumulate for that Coverage to determine the satisfaction of the time periods specified in the Limitation Of Pre-Existing Conditions For Coverage provision.

The restored Policy will only cover Disabilities caused or contributed to by, or resulting from, an accidental bodily injury that occurs or an illness or disease that first appears (makes itself known) after restoration becomes Effective.

If this Policy is in a state of suspension on the Policy Anniversary on or next following the Insured's 65th birthday, this Policy cannot be renewed and will terminate in accordance with the Termination provision.

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Suspension Of Policy For Unemployment

After this Policy has been In Force for at least 12 months from the Policy Date and before it becomes Conditionally Renewable, You may suspend this Policy if the Insured becomes unemployed and has received 60 days of state or federal unemployment benefits.

To request a suspension of this Policy, You must send Us Your Written Request that includes:

- a determination letter from the state or federal agency responsible for administering unemployment benefits. This letter must indicate that the Insured qualifies for unemployment compensation.
- proof, satisfactory to Us, that the Insured has been receiving such compensation for at least 60 consecutive days and is still unemployed on the date We receive Your Written Request.

If the Insured is eligible We will suspend this Policy on the date We receive Your Written Request for suspension with all necessary supporting documentation, and refund to the premium payor any unearned premiums for the period of suspension.

During any period of suspension:

- this Policy will not be In Force;
- no Monthly Benefits, Waiver of Premium, or any other Policy benefit will be available;
- payment of premiums will not be required; and
- no dividends, if any, will be payable.

The suspension will end on the earlier of:

(1) 12 months after the date the suspension began, at which time You will be notified that this Policy has been placed back In Force and premiums are due; or
(2) the date We received Your Written Request to end the suspension.

A pro-rata premium is due from the time the suspension ends up to the next premium due date. We will not require Proof of Insurability. The premium rate will be the same as if this Policy had not been suspended. The restoration will be Effective as of the date the suspension ends, subject to payment of the required premiums. Subject to the limitations below, the restored Coverage(s) shall be on the same basis as before the date of suspension.

The time periods specified in the Limitation Of Pre-Existing Conditions For Coverage provision are not changed as a result of a suspension and restoration of Coverage(s). The time periods that each Coverage is In Force prior to the suspension and In Force after the restoration becomes Effective shall accumulate for that Coverage to determine the satisfaction of the time periods specified in the Limitation Of Pre-Existing Conditions For Coverage provision.

The restored Policy will not cover any Disability caused or contributed to by, or resulting from, an accidental bodily injury that occurs or an illness or disease that first appears (makes itself known) during the period of suspension.

You cannot suspend this Policy for a subsequent period of unemployment until 24 months after the end of the previous suspension.

If this Policy is in a state of suspension on the Policy Anniversary on or next following the Insured's 65th birthday, this Policy cannot be renewed and will terminate in accordance with the Termination provision.

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Termination

This Policy will terminate on the earliest of:

(1) the date following the end of the Grace Period, if premiums for this Policy are not paid prior to the end of the Grace Period;
(2) if the Insured is Disabled, this Policy will terminate on the later of:
    - the last date of the Maximum Benefit Period if Monthly Benefits have been paid to the end of the Maximum Benefit Period, or
    - the Policy Anniversary on or next following the Insured's 65th birthday;
(3) when this Policy is Conditionally Renewable and the Insured is not Disabled, this Policy will terminate on the earlier of:
    - the date the Insured is no longer Actively At Work, or if premium had been paid prior to the date that the Insured is no longer Actively At Work, this Policy will terminate at the end of the billing period for which premium had been paid, or
    - the Policy Anniversary on or next following the Insured's 75th birthday;
(4) the date of the Insured's death and We will refund any unearned premium to the premium payor;
(5) the date We receive Your Written Request to terminate this Policy at Our Home Office and We will refund any unearned premium to the premium payor; or
(6) the Policy Anniversary on or next following the Insured's 65th birthday if this Policy is suspended in accordance with either the Suspension Of Coverage For Unemployment or the Suspension Of Policy While In Military provision.

Reinstatement

If this Policy terminates for non-payment of premium, it may be eligible for reinstatement. We may require a reinstatement application and Proof of Insurability.

If the Company or its producer accepts payment of the back premium due without an application, this Policy is reinstated as though a termination had not occurred. The time periods specified in the Limitation Of Pre-Existing Conditions For Coverage provision are not changed as a result of a termination and reinstatement of Coverage(s). The time periods that the Coverage(s) is In Force prior to the termination and In Force after the reinstatement becomes Effective shall accumulate to determine the satisfaction of the time periods specified in the Limitation Of Pre-Existing Conditions For Coverage provision. Reinstatement becomes Effective on the date We receive the back premiums due at Our Home Office.

- If We receive the back premium due with an application, You will be given a conditional receipt for the premium. If the application is approved, this Policy will be reinstated as of the approval date. Lacking such approval, this Policy will be reinstated on the 45th day after the date of the conditional receipt unless We have previously written You of its disapproval.
- If We receive the back premium due after the date We approve Your application, reinstatement will be Effective on the date We receive back premium due at Our Home Office.

The reinstated Policy will cover Disabilities that occur on or after the date reinstatement becomes Effective and are:

- caused by Injuries that occur or Sickness that appears (makes itself known) after the reinstatement becomes Effective; or
- caused or contributed to by, or resulting from, an accidental bodily injury that occurs or an illness or disease that first appears (makes itself known) after this Policy terminates for non-payment of premium and before the date reinstatement becomes Effective if such illness, injury, or disease was:
    (1) fully and accurately described in the application for reinstatement, and

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(2) not specifically excluded by name or specific description.

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.

Conformity With Interstate Insurance Product Regulation Commission Standards

This Policy was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission standards. Any provision of this Policy that, as of the date the provision becomes Effective, is in conflict with the applicable Interstate Insurance Product Regulation Commission Standards then in effect for this product type is hereby amended to conform to the applicable Interstate Insurance Product Regulation Commission standards for this product type in effect as of the date the provision becomes Effective.

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Massachusetts Mutual Life Insurance Company

Home Office:
[1295 State Street
Springfield, Massachusetts 01111-0001]

Disability Income Insurance Policy

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Notice Of Annual Meeting

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

Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Automatic Benefit Increase Rider

This Rider provides the opportunity to add benefits automatically to Your Policy on each Policy Anniversary subject to the continuing eligibility and renewal requirements. To obtain additional benefits, We do not require Proof of Good Health other than proof that the Insured is not Disabled. We discuss Disability benefits in the DISABILITY BENEFITS section of Your Policy. All definitions and provisions in the Policy apply to this Rider, unless otherwise specified in this Rider.

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.

The Right To Apply For Additional Coverage provision of Your Policy does not apply to this Rider.

Benefit

Additional Coverage(s) purchased under this Rider will increase the Total Disability Monthly Benefit under Your Policy shown in the Policy Specifications, and will increase the Coverage(s) provided by the following riders if In Force on the Policy:

- Cost Of Living Adjustment Rider
- Extended Partial Disability Benefits Rider
- Own Occupation Rider

The Waiting Period and the Maximum Benefit Period for each additional Coverage will be the same as the Waiting Period and Maximum Benefit Period for the original Coverage associated with that additional Coverage.

Eligibility

Additional Coverage(s) will automatically be added to Your Policy on five (5) consecutive Policy Anniversaries provided the Insured is not Disabled. If the Insured is Disabled, additional Coverage(s) will not be added to Your Policy. Upon recovery, the automatic additional Coverage(s) increases will resume and continue until the next Renewal Period.

Amount Of Additional Coverage

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

- Your Total Disability Monthly Benefit which required Proof of Insurability to purchase, and
- Your Monthly Benefit for the riders listed in the Benefit provision if any of those riders are attached to Your Policy and In Force at the time of the Coverage addition.

If You do not accept and pay for two (2) consecutive automatic Coverage(s) increases, this Rider will terminate subject to the Termination provision. If this Rider terminates, You may reapply for this

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Rider. We will require Proof of Insurability satisfactory to Us. Additional Coverage(s) will then be automatically added on five (5) consecutive Policy Anniversaries following the date We approve Your application, subject to the Insured's continuing eligibility.

Premiums For Additional Coverage(s)

The premiums for additional Coverage(s) purchased under this Rider are shown in the Policy Specifications. When this Rider is issued or renewed, We will base the premium for Coverage(s) available under this Rider on:

- the Insured's Attained Age on the Policy Anniversary for each additional Coverage(s) shown in the Policy Specifications, provided each additional Coverage becomes Effective;
- the table of premium rates We are using on the Coverage Date of this Rider; and
- the risk class of the Insured as of the Coverage Date of this Rider.

Increases in Coverage under this Rider will begin on the Policy Anniversary provided they become Effective.

Renewal

The Renewal Period for this Rider is the time period beginning 90 days before and ending on the Coverage End Date for this Rider.

We may require You to apply in writing to renew this Rider during the Renewal Period every 5th Policy Year prior to the Policy Anniversary following the Insured's 55th birthday; otherwise this Rider terminates as described in the Termination provision. In order to renew, at least four (4) out of the five (5) of all previous automatic additional Coverage(s) added to Your Policy since You added or last renewed this Rider must still be In Force, and the Insured must be Attained Age 55 or younger.

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 insurance benefits In Force or applied for by the Insured and the Insured's Income and Unearned Income.

Renewal will be Effective if We approve the application for renewal. Upon approval, We will send new Policy Specifications showing the new schedule of automatic additional Coverage(s). We will base the premium for the increases available under the renewed rider on the table of premium rates We are using for new insurance as of the date of renewal. If We receive evidence that the Insured's risk class is more favorable at the time of application for additional Coverage than it was when this Rider became Effective, We will use the more favorable risk class for the additional Coverage(s).

Renewal of this Rider is subject to Our Published Underwriting Limits then in effect at the time of renewal.

Termination

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

(1) the date the Policy terminates for any reason;
(2) as of the next Monthly Anniversary after We receive Your Written Request to terminate this Rider at Our Home Office;
(3) the 2nd consecutive Policy Anniversary on which You fail to accept and pay for an automatic additional Coverage(s), or

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(4) the Coverage End Date for this Rider if:

- this Rider is not renewed,
- the Insured's Attained Age is greater than 55 on the Coverage End Date of this Rider.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



[PRESIDENT]

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Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Benefit Increase Rider

This Rider provides the opportunity to apply for additional benefits to Your Policy without Proof of Good Health other than proof that the Insured is Actively At Work and is not Disabled. We discuss Disability benefits in the DISABILITY BENEFITS section of Your Policy. All definitions and provisions in Your Policy apply to this Rider, unless otherwise specified in this Rider.

General

This Rider is made a part of Your Policy in consideration of the application. A copy of the application is attached to and made a part of Your Policy.

The Right To Apply For Additional Coverage provision of Your Policy does not apply to this Rider.

Benefit

If eligible, this Rider provides an increase in Coverage(s) when this Rider is renewed under the Renewal provision or when applying for an Additional Benefit Option.

Coverage(s) purchased under this Rider will increase the Total Disability Monthly Benefit under the Policy shown in the Policy Specifications, and will increase the Coverage(s) in an amount equal to the Total Disability Coverage increase provided by the following riders if In Force on the Policy:

- Cost of Living Adjustment Rider
- Extended Partial Disability Benefits Rider
- Own Occupation Rider

The Waiting Period and Maximum Benefit Period for each Coverage increase will be the same as the Waiting Period and Maximum Benefit Period for the original Coverage.

Eligibility

In order to renew, the Insured must be Attained Age 52 or younger on the Coverage End Date of this Rider and You must have applied for renewal of this Rider and accepted at least 50% of each increase in Coverage(s) the Insured qualifies for in accordance with the terms of this Rider. If the Insured's Attained Age is greater than 52 on the Coverage End Date of this Rider, You may increase Coverage(s) in accordance with the terms of this Rider, but this Rider will not be eligible to renew.

If the Insured's Attained Age is 52 or younger on the Coverage End Date of this Rider, You are eligible to apply for an increase in Coverage(s) under the terms of the Additional Benefit Option provision.

Renewal

We will provide You with an application and instructions necessary to renew this Rider 140 days prior to the Coverage End Date for this Rider.

If You choose to renew this Rider, We must receive a completed application 100 days prior to the Coverage End Date for this Rider; otherwise this Rider terminates as described in the Termination provision.

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We must receive all requested supplementary information no later than 40 days prior to the Coverage End Date for this Rider; otherwise this Rider terminates as described in the Termination provision.

We will not require Proof of Good Health other than proof that the Insured is Actively At Work and not Disabled. We will require proof of the nature of the Insured's occupation. We will require up-to-date information on other disability income insurance benefits In Force or applied for by the Insured and the Insured's Income and Unearned Income.

We will determine the amount of benefits the Insured qualifies for, if any, based on the information received and subject to Our Published Underwriting Limits then in effect. We will notify You of Our decision within 5 days of receiving all requested supplementary information.

- If We determine the Insured does qualify for an increase in benefits under this Rider, We will notify You in writing of the amount of increase the Insured qualifies for and the premium due for the increase in benefits. We will base the premium on the Insured's Attained Age, the risk class of the Insured, and the table of premium rates We are using for new insurance, each of which will be determined as of the Coverage Date of the increase in benefits.

  We will send new Policy Specifications to You for attachment to the Policy and bill You for the increase. However, You may reject or reduce the increase by notifying Us in writing prior to the Coverage End Date for this Rider. If You reject or reduce the increase to less than 50% of the amount the Insured qualified for, We will process Your request to reject or reduce the increase and this Rider will terminate as described in the Termination provision.

- If We determine the Insured does not qualify for an increase in benefits, this Rider will renew and We will send new Policy Specifications to You.

Additional Benefit Option

You may apply for an increase in Coverage(s) no later than 6 months prior to the Coverage End Date of this Rider if the Insured satisfies one of the following qualifying events:

(1) The Insured's current employer has discontinued offering group long term disability insurance (or has reduced the benefit amount) and does not plan to offer similar insurance for at least 36 months.
(2) The Insured changes employment and the Insured's new employer does not offer group long term disability insurance benefits within 36 months of the start date of the Insured's new employment. The Insured must have had group long term disability insurance benefits with the prior employer when employment ended.
(3) The Insured has had at least a [30%] increase in Income.

To apply for an increase in Coverage(s) You must submit a completed application within 90 days of a qualifying event. We will not require Proof of Good Health other than proof that the Insured is Actively At Work and not Disabled. We will require proof of the nature of the Insured's occupation. We will require up-to-date information on other disability income insurance benefits In Force or applied for by the Insured, proof of the qualifying event, and the Insured's Income and Unearned Income.

We will determine the amount of benefits the Insured qualifies for, if any, based on the information received and subject to Our Published Underwriting Limits then in effect. The premium will be based on the Insured's Attained Age, the risk class of the Insured, and the table of premium rates We are using for new insurance, each of which will be determined as of the Coverage Date of the increase in benefits. You will receive new Policy Specifications for attachment to the Policy and We bill You for the premium due.

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Termination

This Rider will terminate on the earliest of:

(1) the date the Policy terminates for any reason;
(2) the Monthly Anniversary after We receive Your Written Request to terminate this Rider at Our Home Office;
(3) the Coverage End Date for this Rider if:
- We do not receive Your completed application 100 days prior to the Coverage End Date of this Rider;
- We do not receive any requested supplemental information 40 days prior to the Coverage End Date of this Rider;
- You accept less than 50% of, or reject, the increase in Coverage the Insured qualified for; or
- the Insured's Attained Age is greater than 52 on the Coverage End Date of this Rider.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



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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 in this Rider. All definitions and provisions in the Policy apply to this Rider, unless otherwise specified in 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.

Catastrophic Disability benefits shall not directly or indirectly provide any Coverage for long term care services.

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.

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:

- complete loss of speech;
- complete loss of hearing in both ears;
- complete loss of sight in both eyes; or
- complete 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 (2) of six (6) 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 in to 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,

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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.

(b) SEVERE COGNITIVE IMPAIRMENT -- The Insured is suffering severe deterioration and/or loss of cognitive capacity that is due to Injury or Sickness as measured by standardized tests commonly accepted for use in the medical community.

Rider Benefit

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

When We Pay

This 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 has not expired.

The Waiting Period and Maximum Benefit Period for this Rider are shown in the Policy Specifications. In no event will the Waiting Period be longer than 12 months. No benefits accrue during the Waiting Period. However, if the Disability qualifies as a total and irrecoverable Presumptive Disability as of the onset of Disability, We will waive the required Waiting Period.

Termination

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

(1) the date the Policy terminates for any reason;
(2) the date following the end of the Grace Period, if premiums for this Rider are not paid prior to the end of the Grace Period;
(3) the Policy Anniversary on or next following the Insured's 65th birthday;
(4) the date of the Insured's death and We will refund any unearned premium to the premium payor; or
(5) as of the date We receive Your Written Request to terminate this Rider at Our Home Office and We will refund any unearned premium to the premium payor.

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MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



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Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Cost Of Living Adjustment Rider

This Rider may increase the amount of Disability benefits payable 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 and provisions in the Policy apply to this Rider, unless otherwise specified in this Rider.

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.

The Right To Apply For Additional Coverage provision under Your Policy will apply to this Rider as long as this Rider is available for sale in the contract state of issue at the time You apply for additional Coverage.

Premiums

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

Eligibility

To receive increases under this Rider, the Insured must be Disabled for the full Waiting Period shown in the Policy Specifications for this Rider. Total Disability Benefits under the Policy 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 and the Social Insurance Rider, if In Force, up to the Monthly Benefit for this Rider will be eligible for increases. No other riders are eligible for increases under this Rider unless it is provided for directly in that rider.

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 the full Waiting Period for this Rider. We will make the first payment one (1) month later. For each year of a period of Disability thereafter, We will continue to increase the benefit payable, as specified in the Amount Of Monthly Benefit Increases provision.

How Long We Will Pay Benefit Increases

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

(1) the date the Disability ends; or
(2) the date the Maximum Benefit Period for this Rider ends.

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Amount Of Monthly Benefit Increases

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

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	51.1	38	198.5
16	55.8	39	207.5
17	60.5	40	216.7
18	65.0	41	226.2
19	70.2	42	236.0
20	75.4	43	246.1
21	80.6	44	256.5
22	86.0	45	267.1
23	91.6	46	278.2
24	97.4	47	289.5

Right To Apply For Additional Monthly 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, and the Extended Partial Disability Benefits Rider, if those Riders are In Force. To be eligible to purchase additional Monthly Benefits, the Insured must be Actively At Work at an occupation consistent with his/her education, training, and experience.

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 Monthly Benefit to which this Rider applies shown in the Policy Specifications.

The result will be the maximum additional Monthly Benefit available for purchase. If any rider provides directly for an increase under this Rider, the additional increase in Monthly Benefit will be calculated as

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set forth in that rider.

We will base the premium for additional benefits on the Insured's Age, current occupational class, and the table of premium rates We are using for new insurance, each of which will be determined as of 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; however, the Insured must provide proof that he/she is Actively At Work at an occupation consistent with his/her education, training, and experience.

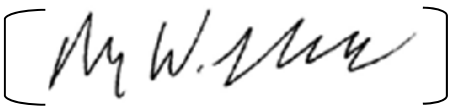
Termination

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

(1) the date the Policy terminates for any reason;
(2) the date following the end of the Grace Period, if premiums for this Rider are not paid prior to the end of the Grace Period;
(3) the Policy Anniversary on or next following the Insured's 65th birthday;
(4) the date of the Insured's death and We will refund any unearned premium to the premium payor; or
(5) the date We receive Your Written Request to terminate this Rider at Our Home Office and We will refund any unearned premium to the premium payor.

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MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



[PRESIDENT]

Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Extended Partial Disability Benefits Rider

This Rider provides benefits for Partial Disability. We discuss Disability benefits in the DISABILITY BENEFITS section of Your Policy. All definitions and provisions in the Policy apply to this Rider, unless otherwise specified in 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. The Waiting Period and the Maximum Benefit Period for this Rider are shown in the Policy Specifications.

Premiums

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

Definitions

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

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

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

PRE-DISABILITY INCOME -- The greatest of the average monthly Income earned and received for the:

- last 12 months before the start of Disability;
- last 24 months before the start of Disability; or
- highest consecutive 24 months during the 60 months prior to Disability.

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

- is working at his/her Occupation or another occupation;
- is not Totally Disabled;
- is under a Doctor's Care; and
- fulfills the circumstances described in either (1), (2) or (3) below:

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

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

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

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

- is working at his/her Occupation or another occupation;
- is not Totally Disabled;
- is under a Doctor's Care;
- has a reduced capacity to perform his/her Occupation;
- has a Loss of Income of at least 15% of Pre-Disability Income; and
- can show a Demonstrated Relationship between the Loss of Income and the current Disability.

Payment of Partial Disability Benefits

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

During the first 6 months of Partial Disability, we will pay the Total Disability benefits shown in the Policy Specifications for any portion of that 6 month period that is not used to satisfy the Waiting Period and during which, due to Sickness or Injury, the Insured is working less than 20% of the time worked just prior to the start of the Disability.

Otherwise We will pay benefits as follows:

For the first 12 months of Partial Disability Benefits:

Any monthly payment for Partial Disability will be at least 50% of the Extended Partial Disability Monthly Benefit shown in the Policy Specifications.

Based on the Insured's Loss of Income, the monthly payment can exceed the 50% minimum as determined below:

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

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

If eligible under more than one of the above conditions, the greatest of the eligible monthly payments will be made.

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Starting with the 13th month of Partial Disability Benefits:

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

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

  Extended Partial Disability Monthly Benefit X Loss of Income / Pre-Disability Income

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

If eligible under more than one of the above conditions, the greatest of the eligible monthly payments will be made.

Partial Disability Benefits and Total Disability Benefits are not payable concurrently.

Recovery Benefit

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

Extended Partial Disability Monthly Benefit X Loss of Income / Pre-Disability Income

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

Adjustment To Pre-Disability Income

The amount of Pre-Disability Income will be increased after each 12 months of Disability. We will increase it by the same percentage that the Consumer Price Index (CPI) rose during the preceding 12 months of Disability. The CPI will be the one used for adjusting Social Security benefits. If the CPI is discontinued or its calculation is changed substantially, We will use a comparable index approved by the Interstate Insurance Product Regulation Commission. We will notify You before using a comparable index. The percentage will never be less than [3%]. Once adjusted, the Pre-Disability Income will not be decreased during that period of Disability. We will ignore decreases in the CPI.

Termination

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

(1) the date the Policy terminates for any reason;
(2) the date following the end of the Grace Period, if premiums for this Rider are not paid prior to the end of the Grace Period;
(3) the Policy Anniversary on or next following the Insured's 65th birthday;

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(4) the date of the Insured's death and We will refund any unearned premium to the premium payor; or
(5) as of the date We receive Your Written Request to terminate this Rider at Our Home Office and We will refund any unearned premium to the premium payor.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



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Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Future Insurability Option Rider

This Rider provides the opportunity to apply for additional benefits from time to time without Proof of Good Health other than proof that the Insured is Actively At Work and is not Disabled. We discuss Disability benefits in the DISABILITY BENEFITS section of Your Policy. All definitions and provisions in the Policy apply to this Rider, unless otherwise specified in 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.

You have a right to increase the Total Available Pool (shown in the Policy Specifications) under the Increasing The Total Available Pool provision. However, the Right To Apply For Additional Coverage provision of Your Policy does not apply to this Rider.

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 Coverage(s), 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.

Benefit

Additional Coverage(s) purchased under this Rider will increase the Total Disability Monthly Benefit under Your Policy shown in the Policy Specifications, and will increase the Coverage(s) provided by the following riders if In Force on the Policy:

- Cost of Living Adjustment Rider
- Extended Partial Disability Benefits Rider
- Own Occupation Rider

Coverage(s) provided by the Social Insurance Rider or Short Term Disability Benefits Rider, if In Force on the Policy, will also increase unless You notify Us that You do not want to increase Coverage(s) under these riders.

The Waiting Period and the Maximum Benefit Period for each additional Coverage will be the same as the Waiting Period and Maximum Benefit Period for the original Coverage associated with that additional Coverage.

Eligibility

To apply for additional Coverage(s) under this Rider, You must apply during an Option Period as specified in the Option Periods provision. You may apply only once during each Option Period. Your right to apply for additional Coverage(s) will be postponed if the Insured is Disabled or is not Actively At Work during the Option Period.

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Option Periods

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

You may request a change in the annual Option Date by Written Request at the time the Insured has a significant life change. Significant life changes include marriage, birth or adoption of a child or children, purchase of a home, a change in employment that results in a loss of group long term disability insurance, or other similar life events, subject to Our approval. The change will take effect on the 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 ending on the Option Date on or immediately before the Insured's 60th birthday.

How To Apply For Additional Coverage

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 Actively At Work and 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 insurance benefits In Force or applied for by the Insured, and the Insured's Income and Unearned Income.

The portion of the Total Available Pool You are eligible to exercise in an Option Period is subject to:

(1) the maximum amount as described in the Maximum Amount provision below; and
(2) the more favorable issue and participation limits in:
    - Our Published Underwriting Limits in effect when this Rider was purchased, or
    - Our current Published Underwriting Limits; and
(3) the Insured's Income and Unearned Income, and other disability income insurance benefits In Force or applied for by the Insured.

Disability income insurance benefits include those provided by:

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

The additional Coverage will begin on the Option Date provided it is Effective.

Each time You purchase additional Coverage(s), We will send new Policy Specifications.

Maximum Amount

The maximum amount of additional Coverage that may be applied for during any Option Period is subject to Our current Published Underwriting Limits.

In no event will the maximum amount of additional Coverage that may be applied for under Our Published Underwriting Limits be less than:

- the initial Total Disability Monthly Benefit which required Proof of Insurability to purchase (shown in

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the Policy Specifications) if exercising prior to the Policy Anniversary on or next following the Insured's 50th birthday.

- one-half the initial Total Disability Monthly Benefit which required Proof of Insurability to purchase (shown in the Policy Specifications) after the Policy Anniversary on or next following the Insured's 50th birthday.

Notwithstanding the above, You may not apply for additional Coverage(s) that exceed the Total Available Pool for this Rider shown in the Policy Specifications at the time You apply for additional Coverage(s).

Minimum Amount

In order to buy additional Coverage(s) during any Option Period, the Insured must qualify for at least $100 of Monthly Benefit.

Total Available Pool

During all Option Periods, the total additional Coverage(s) purchased cannot exceed the Total Available Pool initially shown in the Policy Specifications at the time this Rider was issued.

Premiums For Additional Coverage(s)

We will base the premium for each additional Coverage purchased under this Rider on the Insured's Attained Age on the Option Date, the risk class of the Insured, and the table of premium rates We are using for new insurance, each of which will be determined as of the date each additional Coverage becomes Effective.

Additional Coverage(s) will be issued on the basis in effect on the Coverage Date of this Rider. If We receive evidence that the Insured's risk class is more favorable at the time of application for additional Coverage(s) than it was when this Rider became Effective, We will use the more favorable risk class for the additional Coverage.

Increasing The Total Available Pool

You may apply to increase the Total Available Pool at any time while this Rider is In Force prior to the Policy Anniversary on or next following the Insured's 55th birthday. We will require Proof of Insurability.

The maximum amount of the Total Available Pool may not exceed those available based on Our Published Underwriting Limits then in effect at the time You apply for a Total Available Pool increase.

We will base the premiums for the Total Available Pool increase on the table of premium rates We are using for new insurance as of the date each Coverage under this Rider becomes Effective.

Any increase in the Total Available Pool will begin on the Monthly Anniversary following the date We approve Your application provided they become Effective.

Termination

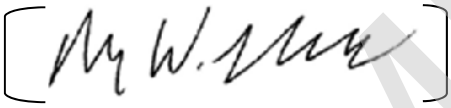
This Rider will terminate on the earliest of the following dates:

(1) the date the Policy terminates for any reason;
(2) the date following the end of the Grace Period, if premiums for this Rider are not paid prior to the end of the Grace Period;
(3) the date of the Insured’s death and We will refund any unearned premium to the premium payor;

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(4) as of the date We receive Your Written Request to terminate this Rider at Our Home Office and We will refund any unearned premium to the premium payor;
(5) the date the Total Available Pool shown in the Policy Specifications is reduced to zero; or
(6) the Option Date on or immediately before the Insured's 60th birthday.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



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Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Group Supplement Disability Benefits Rider

This Rider provides Partial Disability benefits to supplement employer provided disability benefits and disability benefits from any other source by adding benefits to Your 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 and provisions in the Policy apply to this Rider, unless otherwise specified in 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. The Waiting Period and the Maximum Benefit Period that apply to each Coverage under this Rider are shown in the Policy Specifications.

The Right To Apply For Coverage provision in Your Policy does not apply to Coverage(s) purchased under this Rider.

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.

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

PRE-DISABILITY INCOME -- The greatest of the average monthly Income earned and received for the:

- last 12 months before the start of Disability;
- last 24 months before the start of Disability; or
- highest consecutive 24 months during the 60 months prior to Disability.

Eligibility

To receive Disability benefits under the Coverage(s) for this Rider, 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 the Coverage(s) for this Rider shown in the Policy Specifications. If the Insured is eligible for Monthly Benefits under more than one Coverage under this Rider, We will pay only the greater of the Monthly Benefits for these Coverage(s).

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Coverage A

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

- is suffering a current Disability;
- is not Totally Disabled;
- is working at and receiving Income from his/her Occupation;
- has a Loss of Income of at least 15% of Pre-Disability Income;
- can show the Loss of Income is directly related to 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; 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 greater than 50% but less than or equal to 75% of Pre-Disability Income, any monthly payment will be determined as follows:

$$\text{Coverage A Monthly Benefit} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$

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

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 15% or greater, but less than or equal to 75% of Pre-Disability Income, any monthly payment will be determined as follows:

$$\text{Coverage A Monthly Benefit} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$

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

Coverage B

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

- is suffering a current Disability;
- is not Totally Disabled;
- is working at and receiving Income from a new occupation for which he/she is reasonably suited by education, training and experience;
- has a Loss of Income of at least 15% of Pre-Disability Income;
- can show the Loss of Income is directly related to the current Disability; and

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- is under a Doctor's Care.

Any monthly payment will be determined as follows:

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

$$\text{Coverage B Monthly Benefit} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$

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

Future Insurability Option

If this Rider was issued at standard rates, You may apply during an Option Period for additional benefits to any Coverage under this Rider that is In Force, as specified in the Option Periods provision. 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 Actively At Work and not Disabled. We will not require proof of the nature of the Insured's occupation for the Coverage(s) 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 insurance benefits In Force or applied for by the Insured, 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 insurance benefits In Force or applied for, for the Insured. We may change these Published Underwriting Limits from time to time. If We do, You may elect to use the Published Underwriting Limits in effect when this Rider was purchased or Our new Published Underwriting Limits, if such Published Underwriting Limits are higher than Our current Published Underwriting Limits. Disability income insurance 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 insurance benefits is smaller than Our Published Underwriting Limits, You may buy additional benefits as long as that 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 following 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

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Monthly Benefit for each Coverage applied for.

Total Available Pool

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

The additional Coverage will begin on the Option Date provided it is Effective.

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 Date is shown in the Policy Specifications.

You may request a change in the annual Option Date by Written Request at any time, subject to Our approval. The change will take effect 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 ending on 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 Attained 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.

Cost Of Living Increase

If this Rider was issued at standard rates We will make increases to the Monthly Benefit while the Insured is Disabled for each Coverage under this Rider until the earlier of:

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

No benefits accrue during the first 12 months that the Insured is Disabled or the full Waiting Period for each Coverage shown in the Policy Specifications, 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.

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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 3%. 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 3% from each previous year.

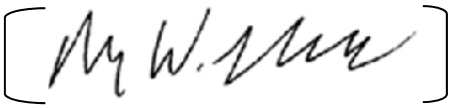
Termination

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

(1) the date the Policy terminates for any reason;
(2) the date following the end of the Grace Period, if premiums for this Rider are not paid prior to the end of the Grace period;
(3) the Policy Anniversary on or next following the Insured's 65th Birthday; or
(4) the date of the Insured's death and We will refund any unearned premium to the premium payor; or
(5) as of the date We receive Your Written Request to terminate this Rider at Our Home Office and We will refund any unearned premium to the premium payor; or
(6) the date the Extended Partial Disability Benefits Rider attached to Your Policy terminates.

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MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



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Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Own Occupation Rider

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

The Right To Apply For Additional Coverage provision of Your Policy will apply to this Rider as long as this Rider is available for sale in the contract state of issue at the time You apply for additional Coverage.

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 or Totally Disabled" is:

> TOTAL DISABILITY OR TOTALLY DISABLED -- 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.

Solely for the Monthly Benefits available under this Rider, the definition of "Occupation" is revised as follows:

> OCCUPATION -- The Insured's regular profession(s) or business(es) at the start of Disability for which the Insured receives or can receive remuneration.
>
> If the Insured's Occupation is that of a medical or dental specialty and the main duties of that specialty are verified by the Billing Codes for the 12 months before Disability began, We will deem that specialty to be the Insured's Occupation.
>
> Billing Codes. Billing Codes mean codes generally accepted by the healthcare and insurance industries, such as Current Procedural Terminology (CPT) or American Dental Association (ADA), that are used to identify and describe medical, surgical, diagnostic, or dental services directly performed by the Insured.

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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 has a Total Disability as defined in this Rider.

Modification To The Partial Disability Benefits 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 Adjustment Rider

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

- the Cost Of Living Adjustment Rider is In Force on Your Policy;
- the Insured meets all of the requirements of the Cost Of Living Adjustment 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 Adjustment Rider, if In Force.

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

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

Other Riders

We will increase the Monthly Benefit under this Own Occupation Rider when You purchase additional Coverage under the Future Insurability Option Rider, Benefit Increase Rider, and/or Automatic Benefit Increase Rider if those Riders are In Force on Your Policy.

Termination

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

(1) the date the Policy terminates for any reason;
(2) the date following the end of the Grace Period, if premiums for this Rider are not paid prior to the end of the Grace period; or
(3) the Policy Anniversary on or next following the Insured's 65th birthday;

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(4) the date of the Insured's death and We will refund any unearned premium to the premium payor; or

(5) as of the date We receive Your Written Request to terminate this Rider at Our Home Office and We will refund any unearned premium to the premium payor.

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[Springfield, Massachusetts]

RetireGuard Rider

This Rider provides benefits for a Total Disability to cover retirement contributions that would have been made to eligible retirement plans had the Insured not become Totally Disabled. All definitions and provisions in the Policy apply to this Rider, unless otherwise specified in this Rider.

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 for this Rider and for any optional benefits under this Rider are shown in the Policy Specifications.

The Right To Apply For Additional Coverage provision under Your Policy will apply to this Rider as long as this Rider is available for sale in the contract state of issue at the time You apply for additional Coverage.

The Assigning Or Transferring This Policy provision under Your Policy will not apply to any benefits provided by this Rider.

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 RetireGuard 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 RetireGuard 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.

Definitions

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

The Rider provides a Monthly Benefit for the Insured's Total Disability if:

- the Insured becomes Totally Disabled while this Rider is In Force;
- the Insured is Totally Disabled for the entire Waiting Period for this Rider;
- the Maximum Benefit Period for this Rider has not ended; and
- the Insured submits forms satisfactory to Us that are sufficiently completed to establish a Trust.

The Waiting Period and Maximum Benefit Period, both specific to this Rider, are shown in the Policy

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Specifications. No benefits accrue during the Waiting Period.

RetireGuard Benefit

We will pay the RetireGuard Monthly Benefit as shown in the Policy Specifications to the Trust if the Insured is Totally Disabled as defined in the Policy.

Distribution Of Benefits

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

RetireGuard Cost Of Living Adjustment (COLA) Benefit

If this RetireGuard COLA Benefit applies under this Rider, Coverage will be shown in the Policy Specifications.

This benefit may increase the amount of Disability benefits payable to the Trust under this Rider.

Eligibility For RetireGuard COLA Benefit

RetireGuard COLA Benefit increases will be paid if:

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

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

When We Will Pay Monthly Benefit Increases For The RetireGuard COLA Benefit

If requirements for RetireGuard COLA eligibility have been met, the Monthly Benefit increase will start to accrue after the Insured is Totally Disabled for 365 days. We will make the first payment one (1) 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 For The RetireGuard COLA Benefit provision.

How Long We Will Pay The RetireGuard COLA Monthly Benefit Increases

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

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

Amount Of Monthly Benefit Increases For The RetireGuard COLA Benefit

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

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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 RetireGuard COLA Benefit

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 be Actively At Work at an occupation consistent with his/her education, training, and experience.

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; however the Insured must provide proof that he/she is Actively At Work at an occupation consistent with his/her education, training, and experience.

RetireGuard Future Insurability Option (FIO) Benefit

If this RetireGuard FIO Benefit applies under this Rider, the Coverage will be shown in the Policy Specifications.

This 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

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those provided for Monthly Benefits under this Rider.

Option Periods For The RetireGuard FIO Benefit

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

You may request a change in the annual Option Date by Written Request at any time, subject to Our approval. The change will take effect 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 ending on the Option Date on or immediately before the Insured's 60th birthday.

Eligibility For The RetireGuard FIO Benefit

To apply for additional benefits under this option, You must apply during an Option Period as specified in the Option Period For The RetireGuard FIO Benefit 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 RetireGuard 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 insurance benefits In Force or applied for by the Insured; and
- the Insured's 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 insurance benefits In Force or applied for, for the Insured. Disability income insurance benefits include those provided by:

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

The additional Coverage will begin on the Option Date provided that Coverage is Effective.

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

Maximum Amount For The RetireGuard FIO Benefit

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

Premiums For Additional Benefits For The RetireGuard FIO Benefit

The premiums for each additional benefit will be based on the table of premium rates We are using for

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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 RetireGuard FIO Benefit became Effective.

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 Total Available Pool

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

The maximum amount of the RetireGuard FIO Total Available Pool may not exceed Our Published Underwriting Limits in effect at the time the Insured applies for a RetireGuard FIO Total Available Pool increase.

Premiums for the RetireGuard FIO Total Available Pool 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 in the RetireGuard FIO Total Available Pool will begin on the Monthly Anniversary following the date We approve Your application provided the increase is Effective.

Termination

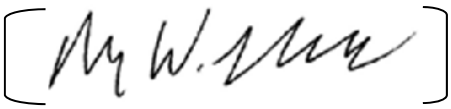
This Rider will terminate on the earliest of the following dates:

(1) the date the Policy terminates for any reason;
(2) the date following the end of the Grace Period, if premiums for this Rider are not paid prior to the end of the Grace Period;
(3) the Policy Anniversary on or next following the Insured's 65th birthday;
(4) the date of the Insured's death and We will refund any unearned premium to the premium payor; or
(5) as of the date We receive Your Written Request to terminate this Rider at Our Home Office and We will refund any unearned premium to the premium payor.

In addition, the RetireGuard FIO Benefit under this Rider, if any, will end on the earlier of the following dates:

- the date the RetireGuard FIO Total Available Pool 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



[PRESIDENT]

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Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Short Term Disability Benefits Rider

This Rider provides Short Term Disability Benefits for a Total Disability for a short period of time during the Waiting Period for the Total Disability Benefit shown in the Policy Specifications. If the Extended Partial Disability Benefits Rider is In Force, this Rider also provides Short Term Disability Benefits for a Partial Disability for a short period of time during the Waiting Period for the Extended Partial Disability Benefits Rider shown in the Policy Specifications. All definitions and provisions in the Policy apply to this Rider, unless otherwise specified in 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.

The Waiting Period and Maximum Benefit Period that apply to each Monthly Benefit purchased under 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.

Eligibility

In order for benefits under this Rider to be paid, the Insured must be Disabled throughout the full Waiting Period for this Rider as shown on the Policy Specifications.

Short Term Disability Benefits

If the Insured is Totally Disabled as defined in the Policy, We will pay the Short Term Disability Monthly Benefits up to the Maximum Benefit Period for any Option as shown in the Policy Specifications for which the Waiting Period has been satisfied.

If the Extended Partial Disability Benefits Rider is In Force on this Policy and the Insured is Partially Disabled as defined in that Rider, We will pay Short Term Disability Monthly Benefits for any Option as shown in the Policy Specifications page for which the Waiting Period has been satisfied as follows:

- If during the first 6 months of Partial Disability the Insured, due to Sickness or Injury, is working less than 20% of the time worked just prior to the start of Disability, We will pay the Short Term Disability Monthly Benefits for any portion of that 6 month period that is not used to satisfy the Waiting Period.

- Otherwise We will pay benefits as follows:

  Any monthly payment for Partial Disability will be at least 50% of the Short Term Disability Monthly Benefit shown in the Policy Specifications.

  Based on the Insured's Loss of Income, the monthly payment can exceed the 50% minimum as

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determined below:

- If the Insured's Loss of Income is more than 50% of the Short Term Disability Monthly Benefit shown in the Policy Specifications, the monthly payment will be the Insured's actual Loss of Income, up to the Short Term Disability Monthly Benefit shown in the Policy Specifications; or

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

If eligible under more than one of the above conditions, the greatest of the eligible monthly payments will be made.

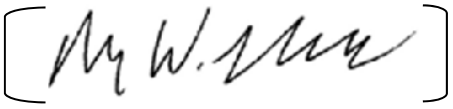
Termination

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

(1) the date the Policy terminates for any reason;
(2) the date following the end of the Grace Period, if premiums for this Rider are not paid prior to the end of the Grace period;
(3) the Policy Anniversary on or next following the Insured's 65th Birthday;
(4) the date of the Insured's death and We will refund any unearned premium to the premium payor; or
(5) as of the date We receive Your Written Request to terminate this Rider at Our Home Office and We will refund any unearned premium to the premium payor.

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MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



[PRESIDENT]

Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Social Insurance Rider

This Rider provides a Monthly Benefit for Total Disability of the Insured without duplicating benefits that may be provided by the Other Benefit Programs described in this Rider. If the Own Occupation Rider is In Force on Your Policy and You are receiving benefits under that rider, You will not be eligible to receive benefits under this Rider. All definitions and provisions in the Policy apply to this Rider, unless otherwise specified in 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.

The Waiting Period and Maximum Benefit Period for this Rider are shown in the Policy Specifications.

Premiums

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 Total Disability if:

- the Insured becomes Totally Disabled while this Rider is In Force; and
- the Insured is Totally Disabled throughout the full Waiting Period shown in the Policy Specifications for this Rider; and
- Total Disability Monthly Benefits are payable under Your Policy; and
- the Maximum Benefit Period for this Rider has not ended.

Benefits payable under this Rider are in addition to the Total Disability Monthly Benefit shown in the Policy Specifications. Benefits under this Rider will not affect any other amounts payable under Your Policy.

Other Benefit Programs

Payment of the Social Insurance Monthly Benefit depends on benefits that are payable from Other Benefit Programs. Other Benefit Programs include:

- 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.

- WORKERS’ (OR WORKMEN’S) COMPENSATION DISABILITY BENEFITS -- This is any workers’ or

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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 Workers' 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:

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

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

Amount Of Benefit

For any month that no benefits for disability of the Insured are payable from all Other Benefit Programs, the benefit We pay will be the Social Insurance Monthly Benefit as shown in the Policy Specifications.

For any month that benefits for disability of the Insured are payable from Other Benefit Programs, the benefit We pay will be the Social Insurance Monthly Benefit reduced by the total amount of benefits payable by all Other Benefit Programs for that month. This means that if the amount received from Other Benefit Programs equals or exceeds the Social Insurance Monthly Benefit in a given month, then We will not pay benefits under this Rider for that month. Once benefits begin under any 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 Social Insurance Monthly Benefit for each day that the Insured is Disabled.

No Social Insurance Monthly Benefit will be paid for any month that the Insured is receiving Social Security retirement income benefits.

Proof Of Other Benefit Programs Payments

Payment of the Social Insurance Monthly Benefit depends 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 benefit payments under this Rider can be made, We must receive satisfactory evidence of any amounts payable under those Other Benefit 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

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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 Totally Disabled and is, or is not, receiving Other Benefit Program payments or Social Security retirement income benefits.

When We Will Pay

Any Social Insurance Monthly Benefit accrues from the end of the Waiting Period for this Rider.

Any one-sum settlement of a Worker's Compensation claim shall be considered as covering a specific period of time. This will be determined by dividing the portion of the total award attributable to future wages or compensation 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 Amount Of Benefit provision.

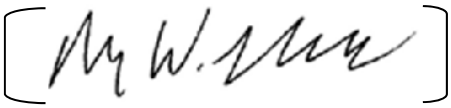
Termination

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

(1) the date the Policy terminates for any reason;
(2) the date following the end of the Grace Period, if premiums for this Rider are not paid prior to the end of the Grace Period;
(3) the Policy Anniversary on or next following the Insured's 65th birthday;
(4) the date of the Insured's death and We will refund any unearned premium to the premium payor; or
(5) the date We receive Your Written Request to terminate this Rider at Our Home Office and We will refund any unearned premium to the premium payor.

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MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



[PRESIDENT]

Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Student Loan Rider

This Rider provides a Monthly Benefit equal to the Student Loan Repayment while the Insured is Totally Disabled. We discuss Total Disability benefits in the DISABILITY BENEFITS section of the Policy. All definitions and provisions in the Policy apply to this Rider, unless otherwise specified in this Rider.

General

This Rider is made a part of Your Policy in consideration of the application, supplements, and premium payments. A copy of the application and supplements are 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 for this Rider is shown in the Policy Specifications.

If the Own Occupation Rider is attached to the Policy, the definition of "Total Disability or Totally Disabled" in that rider will apply to this Rider.

The Right To Apply For Additional Coverage provision of Your Policy does not apply to this Rider.

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.

Definitions

STUDENT LOAN OBLIGATION -- Legally binding loan agreement(s) that:

- includes the terms of the Insured's financial obligation and establishes the Insured's personal responsibility for loan repayment over a fixed period of time; and
- is signed by the Insured as the borrower; and
- is established solely for the purpose of paying education related expenses incurred by the Insured while attending a degree-granting institution; and
- is secured from a chartered bank, lending institution and/or government program, or their lawful successor(s) or assigns; and
- is not commingled with obligations which are separate and distinct from the Insured's obligation to pay education related expenses.

STUDENT LOAN REPAYMENT -- The total monthly amount due on any Student Loan Obligation(s).

Benefit

We will pay a Monthly Benefit equal to the Student Loan Repayment, up to the Maximum Monthly Benefit shown in the Policy Specifications, provided this Rider is In Force and the Insured is Totally Disabled throughout the full Waiting Period for this Rider. No benefits accrue during the Waiting Period.

Provided the Insured remains Totally Disabled and qualifies for benefits under this Rider, benefits will be paid to the later of:

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- the Coverage End Date for this Rider as shown in the Policy Specifications, or
- 6 months after the Waiting Period for this Rider is satisfied.

Notice Of Claim

You must send Us a Written Request for benefits under this Rider to Our Home Office in accordance with the Notice Of Claim and Proof Of Disability Requirements provisions in the Policy. In addition to the information required under those provisions, You must also provide Us with proof of the Student Loan Obligation and the amount of Student Loan Repayment(s).

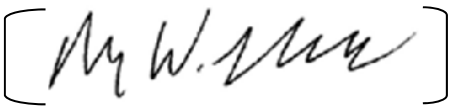
Termination

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

(1) the date the Policy terminates for any reason;
(2) the date following the end of the Grace Period, if premiums for this Rider are not paid prior to the end of the Grace period;
(3) the date of the Insured's death and We will refund any unearned premium to the premium payor;
(4) the date We receive Your Written Request to terminate this Rider at Our Home Office and We will refund any unearned premium to the premium payor;
(5) the Coverage End Date for this Rider unless the Insured is Disabled, in which case, this Rider will terminate on the later of:
    - the Coverage End Date for this Rider, or
    - 6 months after the Waiting Period for this Rider is satisfied; or
(6) the date You no longer have a Student Loan Obligation and We will refund any unearned premium to the premium payor.

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MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



[PRESIDENT]

Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Endorsement

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

SICKNESS -- An illness, disease or pregnancy, including Complications of Pregnancy diagnosed by a Doctor, that first manifests itself on or after the Coverage Date(s) of the Policy and while the Policy is In Force, subject to the Limitation Of Pre-Existing Conditions For Coverage provision.

Sickness also includes the transplant of a part of the Insured's body to another person that occurs after the Coverage Date(s).

The definition of "Complications of Pregnancy" is added to the DEFINITIONS section of Your Policy:

COMPLICATIONS OF PREGNANCY -- Conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, non-elective caesarean section, ectopic pregnancy which is terminated, spontaneous termination of pregnancy where a viable birth is not possible, and similar medical and surgical conditions of comparable severity, and may include, but are not limited to, pre-term labor, Doctor-prescribed rest during the period of pregnancy, severe hyperemesis gravidarum, preeclampsia or eclampsia, gestational diabetes, and similar conditions associated with complications of pregnancy.

The Exclusions provision in the WHAT IS NOT COVERED section of Your Policy is deleted in its entirety and replaced with the following:

Exclusions

This Policy does not provide any benefit for any Disability:

- during a period of legal incarceration in a penal or correctional institution of more than 7 days or during a period of legal detainment of more than 7 days. Also, this time does not apply for completion of the Waiting Period.
- sustained during declared war or undeclared war or act of war.
- sustained during participation in a riot or insurrection.
- caused by any intentionally, self-inflicted Injury.
- sustained during the Insured's commission of, or attempt to commit, a felony under local, state or federal law, or while engaged in an illegal occupation.
- that results from, or is contributed to, by a disease, disorder or physical condition that was excluded as

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a result of the underwriting process by name or specific description.

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]

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MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

Springfield, Massachusetts

Maximum Benefit Period Endorsement

The definition of Maximum Benefit Period in the DEFINITIONS section of Your Policy is deleted and replaced with the following:

> MAXIMUM BENEFIT PERIOD -- The maximum length of time We will pay Monthly Benefits for a Disability. We will not pay Monthly Benefits for a Disability for longer than the Maximum Benefit Period because of a change in the type of Coverage being paid.

The Mental Disorder Limitation provision is deleted from THE WHAT IS NOT COVERED section of Your 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



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Massachusetts Mutual Life Insurance Company
[Springfield, Massachusetts]

Actively At Work Endorsement

The definition of "Actively At Work" in the DEFINITIONS section of Your Policy is deleted in its entirety and replaced with the following:

> ACTIVELY AT WORK -- The Insured must be continuously at work for 20 hours or more per week performing the duties of his/her occupation in the usual and customary manner without limitation (for example, reduced work hours or days, or job restrictions or modifications) due to Sickness or Injury.

This endorsement is part of the Policy to which it is attached. Issued by Massachusetts Mutual Life Insurance Company, [Springfield, Massachusetts].

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