Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company

Product Name: P6-2008(AR)	SERFF Tr Num: MASS-125606194	State: ArkansasLH
TOI: L09I Individual Life - Flexible Premium Adjustable Life	SERFF Status: Closed	State Tr Num: 38658
Sub-TOI: L09I.001 Single Life	Co Tr Num: P6-2008(AR)	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Authors: Lynne Mahan, Robin Perez, Jennifer Dube	Disposition Date: 04/22/2008
	Date Submitted: 04/11/2008	Disposition Status: Approved
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: P6-2008(AR)
Project Number: P6-2008(AR)
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 04/22/2008
State Status Changed: 04/22/2008
Corresponding Filing Tracking Number: P6-2008(AR)

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Group Market Size:
Group Market Type:

Deemer Date:

Filing Description:

Re: Massachusetts Mutual Life Insurance Company

NAIC #: 435-65935

FEIN #: 04-1590850

P6-2008(AR) Flexible Premium Adjustable Life Insurance Policy (sex distinct)

P6-2008U(AR) Flexible Premium Adjustable Life Insurance Policy (unisex)

OIUL-2008 Other Insured Rider (sex distinct)

OIUL-2008U Other Insured Rider (unisex)

GIUL-2008 Guaranteed Insurability Rider

WSUL-2008 Waiver of Specified Premium Rider

WMUL-2008 Waiver of Monthly Charges Rider

DBUL-2008 Disability Benefit Rider

The above-captioned forms are being submitted for your department's review and approval. Each form is described below. The forms are in final print format and variable material has been bracketed. Final print copies of each form and any required certifications are attached.

Previously approved applications A60AR1106 (approved by your department on 10/30/06) and A50GE702 which was approved on 10/28/02 will be used with these policies and riders.

P6-2008(AR) & P6-2008U(AR)

These are flexible premium adjustable life insurance policies. Premiums are flexible and payable at any time during the lifetime of the Insured. P6-2008(AR) will be issued on a sex-distinct basis; P6-2008U(AR) will be issued on a unisex basis. The policies will replace policies P6-2003(AR) and P6-2003U(AR), and the accompanying riders, which were approved by your department on 5/24/04.

On Policy Specifications Page 3 of both policies, we have bracketed a sentence in the LIMIT ON PREMIUM PAYMENTS IN ANY POLICY YEAR section and the entire LIMIT ON TOTAL PREMIUM PAYMENTS section. At the time of application for the policy, the applicant may choose the method by which the policy will qualify, under the current federal tax law, as life insurance. If the applicant chooses the "guideline premium test," the bracketed areas will be included in the Policy Specifications. If the applicant chooses "cash value test," then these areas will be omitted.

OIUL-2008 & OIUL-2008U

These riders will be used with the policies and will provide level term coverage with the death benefit payable upon the death of the Insured covered by the rider. OIUL-2008 will be issued on a sex-distinct basis; OIUL-2008U will be issued on a unisex basis.

DBUL-2008

This rider provides for the waiving of monthly charges and the addition of a specified amount to the account value of the policy if the Insured is disabled.

WMUL-2008

This rider provides for the waiving of monthly charges if the Insured is disabled.

WSUL-2008

This rider will credit the account value the greater of the monthly charges or a monthly specified amount designated by the policyholder at-issue.

GIUL-2008

This rider provides the policyholder with the option of purchasing a new policy or increasing the Face Amount of their existing policy at pre-determined dates or circumstances without evidence of insurability.

The following previously approved riders and endorsements will be used with the forms listed above:

SIUL-2005 Substitute of Insured Rider

ABRVL-99M Accelerated Death Benefit Rider

Z0002M Modification of Representations and Contestability Provision Endorsement

Z0003M Modification of Representations and Contestability Provision Endorsement

Z0004M Modification of Death By Suicide Provision Endorsement

Z0005M Modification of Death By Suicide Provision Endorsement

Z0006M Provision Changes Due To Substitute of Insured Endorsement

Z0026M Limitation of Liability for Certain Aviation Hazards Endorsement

Guaranteed rates have been included in this submission. Current rates will be forwarded as soon as they become available.

Company and Contact

Filing Contact Information

Jennifer Dube, Compliance Assistant JenDube@MassMutual.com
1295 State Street (860) 562-3685 [Phone]
Sprigfield, MA 01111-0001 (860) 562-6109[FAX]

Filing Company Information

Massachusetts Mutual Life Insurance Company	CoCode: 65935	State of Domicile: Massachusetts
1295 State Street	Group Code: 435	Company Type:
MIP: M381		
Springfield, MA 01111	Group Name:	State ID Number:
(800) 767-1000 ext. [Phone]	FEIN Number: 04-1590850	

Filing Fees

Fee Required?	Yes
Fee Amount:	$600.00
Retaliatory?	Yes
Fee Explanation:	$75 x 8 = $600
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Mutual Life Insurance Company	$600.00	04/11/2008	19488118

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/22/2008	04/22/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Linda Bird	04/18/2008	04/18/2008	Jennifer Dube	04/22/2008	04/22/2008

SERFF Tracking Number:	*MASS-125606194*	*State:*	*Arkansas*
Filing Company:	*Massachusetts Mutual Life Insurance Company*	*State Tracking Number:*	*38658*
Company Tracking Number:	*P6-2008(AR)*		
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*P6-2008(AR)*		
Project Name/Number:	*P6-2008(AR)/P6-2008(AR)*		

Disposition

Disposition Date: 04/22/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*MASS-125606194*	*State:*	*Arkansas*
Filing Company:	*Massachusetts Mutual Life Insurance Company*	*State Tracking Number:*	*38658*
Company Tracking Number:	*P6-2008(AR)*		
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*P6-2008(AR)*		
Project Name/Number:	*P6-2008(AR)/P6-2008(AR)*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Cover Letter		Yes
Supporting Document	Actuarial Memorandum		No
Supporting Document	Guaranteed Rates		Yes
Supporting Document	Readability Certification		Yes
Form	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Other Insured Rider		Yes
Form	Other Insured Rider		Yes
Form	Guaranteed Insurability Rider		Yes
Form	Waiver of Specified Premium Rider		Yes
Form	Waiver of Monthly Charges Rider		Yes
Form	Disability Benefit Rider		Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/18/2008
Submitted Date	04/18/2008
Respond By Date	

Dear Jennifer Dube,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certification/Notice (Supporting Document)

Comment: Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Please feel free to contact me if you have questions.
Sincerely,
Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/22/2008
Submitted Date	04/22/2008

Dear Linda Bird,

Comments:

Response 1

Comments: We confirm that we are in compliance with Regulation 34 and Bulletin 11-83.

Related Objection 1

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Jennifer Dube, Lynne Mahan, Robin Perez

Form Schedule

Lead Form Number: P6-2008(AR)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P6-2008(AR)	Policy/Contract/Fraternal Certificate	Flexible Premium Adjustable Life Insurance Policy	Initial		55	P6-2008(AR).PDF
	P6-2008U(AR)	Policy/Contract/Fraternal Certificate	Flexible Premium Adjustable Life Insurance Policy	Initial		55	P6-2008U(AR).PDF
	OIUL-2008(AR)	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Other Insured Rider	Initial		52	OIUL-2008.PDF
	OIUL-2008U	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Other Insured Rider	Initial		52	OIUL-2008U.PDF
	GIUL-2008	Policy/Contract/Fraternal Certificate: Amendmen	Guaranteed Insurability Rider	Initial		55	GIUL-2008.PDF

		t, Insert Page, Endorsement or Rider			
	WSUL-2008	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Waiver of Specified Premium Rider	Initial	51	WSUL-2008.PDF
	WMUL-2008	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Waiver of Monthly Charges Rider	Initial	51	WMUL-2008.PDF
	DBUL-2008	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Disability Benefit Rider	Initial	50	DBUL-2008.PDF

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

Flexible Premium Adjustable Life Insurance Policy

INSURED	JOHN A. DOE		
POLICY DATE	JANUARY 1, 2008	**POLICY NUMBER**	123456789
ISSUE DATE	JANUARY 1, 2008	**INITIAL FACE AMOUNT**	$500,000

Dear Policy Owner:

READ YOUR POLICY CAREFULLY. It has been written in readable language to help you understand its terms. We have used examples to explain some of its provisions. These examples do not reflect the actual amounts or status of this policy. As you read through the policy, remember the words "we," "us," and "our" refer to Massachusetts Mutual Life Insurance Company.

We will, subject to the terms of this policy, pay the death benefit to the Beneficiary when due proof of the Insured's death is received at our Home Office or Administrative Office.

The terms of this policy are contained on this and the following pages. For service and information on this policy, contact the agent who sold the policy, any of our agency offices, or our Home Office or Administrative Office. You may contact us at our Home Office or Administrative Office, toll free: 1-800-272-2216, or visit our website at www.massmutual.com.

YOU HAVE THE RIGHT TO RETURN THIS POLICY. If you decide not to keep this policy, return it within 10 days after you receive it. It may be returned by delivering or mailing it to our Home Office or Administrative Office, to any of our agency offices, or to the agent who sold the policy. Then, the policy will be as though it had never been issued. We will promptly refund any premium paid for it, less any amounts withdrawn and any policy debt.

Signed for Massachusetts Mutual Life Insurance Company.

Sincerely yours,

PRESIDENT

SECRETARY

This Flexible Premium Adjustable Life Insurance Policy provides that:

- **A death benefit is payable when the Insured dies.**
- **Within specified limits, flexible premiums may be paid during the Insured's lifetime, prior to the Insured's Attained Age 100.**
- **This policy is participating - Annual dividends may or may not be paid.**
- **Monthly charges are adjustable, but cannot be more than the maximums shown in the Policy Specifications.**

Policy Summary

This Summary briefly describes some of the major policy provisions. Since it does not go into detail, the actual provisions will prevail. See the provisions for full information and any limits that may apply. The "Table Of Contents" shows where the provisions may be found.

This is a universal life insurance policy. We will pay a death benefit if the Insured dies while the policy is in force. "In force" means that the insurance has not terminated. "Universal life" means that, subject to the limits and conditions stated in the policy, the amount of insurance may be adjusted and flexible premium payments may be made.

Premiums for this policy are flexible. After the first premium has been paid, there is no requirement that any specific amount of premium be paid on any date. Instead, within the limits stated in the policy, any amount may be paid on any date during the lifetime of the Insured prior to the Insured's Attained Age 100.

Premiums are applied to increase the value of this policy. Monthly charges are deducted from the value of this policy each month. If the value cannot cover the monthly charges for a month, the policy may terminate at the end of 62 days. There is, however, a right to reinstate the policy.

Other rights available while the Insured is living include the rights to:

- Change the Owner or any Beneficiary;
- Assign this policy;
- Receive any dividends that may or may not be allocated to this policy;
- Change the Face Amount;
- Change the Death Benefit Option;
- Make loans;
- Make withdrawals; and
- Surrender this policy.

This policy also includes a number of Payment Options. They provide alternate ways for us to pay the death benefit or the amount payable upon surrender of the policy.

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Any riders and endorsements, and a copy of the application for the policy, follow page 29.

Part 1. The Basics Of This Policy

In this Part, we discuss some definitions and insurance concepts necessary to understand this policy. The words "we," "us," and "our" refer to Massachusetts Mutual Life Insurance Company.

The Parties Involved - Owner, Insured, Beneficiary, Irrevocable Beneficiary

The **Owner** is the person who owns this policy, as shown in our records. The Owner has the right to exercise rights and privileges and to receive benefits under the terms of this policy during the lifetime of the Insured. If the Owner designated under the terms of this policy is not living and if the policy does not provide otherwise, the Owner will be the estate of the last Owner to die.

For more information about the rights and benefits available to the Owner, see the "Policy Ownership" section in Part 4.

The **Insured** is the person whose life this policy insures. The Insured may be the Owner of this policy, or someone else may be the Owner.

Example: You buy a policy that insures your own life and name yourself as Owner. In this case, you are both the Insured and the Owner. If you buy a policy that insures your son and name yourself as Owner, then the Insured and Owner are different people.

A **Beneficiary** is any person named in our records to receive the death benefit after the Insured has died. There may be different classes of Beneficiaries, such as primary and secondary. These classes set the order of payment. There may be more than one Beneficiary in a class.

Example: Elizabeth is named as primary (first) Beneficiary. Rachel and David are named as Beneficiaries in the secondary class. If Elizabeth is alive when the Insured dies, she receives the death benefit. If Elizabeth is not alive but Rachel and David are alive when the Insured dies, Rachel and David receive the death benefit.

Any Beneficiary may be named an **Irrevocable Beneficiary.** An Irrevocable Beneficiary is one whose consent is needed to change that Beneficiary.

If no Beneficiary designated under this policy survives the Insured, the Beneficiary will be the Owner unless the policy states otherwise. The interest of any Beneficiary will be subject to any assignment of this policy that is binding on us and to any payment option in effect at the time of the Insured's death.

See the "Policy Ownership" section in Part 4, and see "Part 6. - Payment Options."

Dates - Policy Date, Policy Anniversary Date, Policy Year, Monthly Charge Date, Issue Date

The **Policy Date** is shown in the Policy Specifications. It is the starting point for determining **Policy Anniversary Dates**, **Policy Years**, and **Monthly Charge Dates.** The first Policy Anniversary Date is one year after the Policy Date. The period from the Policy Date to the first Policy Anniversary Date, or from one Policy Anniversary Date to the next, is called a Policy Year.

The **Monthly Charge Dates** are the dates on which Monthly Charges for this policy are due. The first Monthly Charge Date is the Policy Date. Subsequent Monthly Charge Dates are the same day of each month thereafter.

Example: The Policy Date is June 10, 20X1. The first Policy Anniversary Date is one year later, June 10, 20X2. The period from June 10, 20X1, through June 9, 20X2, is a Policy Year. The first Monthly Charge Date is June 10, 20X1. The next Monthly Charge Date is one month later, July 10, 20X1.

The **Issue Date** is also shown in the Policy Specifications. The Issue Date starts the contestability and suicide periods. We discuss contestability and suicide later in this Part.

Policy A Legal Contract

This policy is a legal contract between the Owner and us. The entire contract consists of the policy, which includes the application and any rider(s) and endorsement(s) the policy has. We have issued this policy in return for the application and the payment of the first premium. Any changes or waiver of its terms must be in writing and signed by our Secretary or an Assistant Secretary to be valid.

A copy of the initial application is attached to and made a part of this policy. Any subsequent applications requesting changes in the policy also will become part of the contract; copies of any such applications will be sent to the Owner for attachment to the policy.

Attachment Of Riders

Any riders that we make available for attachment to this policy after issue may be attached subject to a Written Request and evidence of insurability, satisfactory to us.

Representations And Contestability

We rely on all statements made by or for the Insured in the application(s). Legally, those statements are considered to be representations and not warranties.

We can bring legal action to contest the validity of this policy, or any policy change requiring evidence of insurability, for any material misrepresentation of a fact. To do so, however, the misrepresentation must have been in the initial application or in a subsequent application, and a copy of that application must have been attached to (or sent to the Owner for attachment to) and made a part of this policy.

The initial Policy Specifications are attached to this policy when issued. If a policy change is made, we will send to the Owner any revised or additional Policy Specifications for attachment to the policy.

Except for any policy change or reinstatement requiring evidence of insurability, we cannot, in the absence of fraud, contest the validity of this policy after it has been in force during the lifetime of the Insured for two years after its Issue Date.

For any policy change requiring evidence of insurability, we cannot, in the absence of fraud, contest the validity of the change after it has been in effect for two years during the lifetime of the Insured.

If evidence of insurability is required to reinstate this policy (see "Reinstating This Policy" in Part 4), our right to contest the validity of this policy begins again on the date of reinstatement, for statements made in the reinstatement application. We cannot, in the absence of fraud, contest the reinstated policy after it has been in force during the lifetime of the Insured for two years after that reinstatement date.

Misstatement Of Age Or Gender

If the Insured's date of birth or gender as given in the application is not correct, the Face Amount (discussed in this Part) may be adjusted. Any adjustment to the Face Amount will reflect the amount provided by the most recent monthly Insurance Charges using the correct age and gender. Whether or not the Face Amount is adjusted, Monthly Charges after the correction will be based on the correct age and gender.

Death By Suicide

If the Insured commits suicide, while sane or insane, within two years after the Issue Date of this policy and while the policy is in force, this policy will terminate. In this case we will only pay an amount equal to the premiums accepted for this policy, less any amounts withdrawn and less any policy debt. This payment will be made to the Beneficiary. No additional payments will be made.

If the Insured commits suicide, while sane or insane, within two years after the effective date of any increase in the Face Amount we will pay an amount equal to the Monthly Charges for that segment. This payment will be made to the Beneficiary. No additional payments will be made for that Face Amount increase. However, if a payment as described in the preceding paragraph is made, there will be no additional payment for the increase.

Monthly Charges are discussed in Part 3. Withdrawals and policy debt are discussed in Part 4.

Meaning Of In Force

"In force" means that the insurance provided by this policy is in effect and has not terminated. This policy will be in force on the later of (a) its Issue Date or, (b) the date the first premium is received, unless:

- There has been a change in the insurability of the Insured prior to the Issue Date;
- The Company has issued an amendment to the application or requested additional information; or
- The Company has requested a statement verifying the current insurability of the Insured.

If any of the above conditions apply, the policy will be considered in force on the later of (a) the date all required supplemental information is received at our Home Office or

Administrative Office, and (b) the date the first premium is received. Supplemental information may include, but is not limited to:

- Evidence of policy delivery,
- Evidence that there has been no material change in the Insured's health, and
- Completed Application amendments.

This policy will continue in force to the Insured's death unless:

- The Insured commits suicide within two years after the Issue Date;
- The policy terminates under the terms of the **Grace Period And Termination** provision in Part 3; or
- The policy is surrendered.

Face Amount

The Face Amount is the amount of insurance coverage this policy provides while the policy is in force. The **Initial Face Amount** is the Face Amount on the Policy Date. The Face Amount of this policy can be increased as described in the **Increases In The Face Amount** provision in Part 4. Each increase is treated as its own segment and has its own Initial Face Amount. The Initial Face Amount of an increase segment is the face amount of the increase on the effective date of the increase.

Year Of Coverage

For the Initial Face Amount, each Policy Year is a year of coverage. If the Face Amount of this policy has been increased (as discussed in Part 4), years of coverage for each increase will be measured from the effective date of the increase.

Ages - Issue Age, Attained Age

The **Issue Age** of the Insured (shown in the Policy Specifications) is the age of the Insured on the birthday nearest the Policy Date.

Example: Elizabeth's 32nd birthday was May 12th. The Policy Date is today, December 1. Since December 1 is closer to her 33rd birthday, her Issue Age will be 33.

The **Attained Age** of the Insured is the Insured's Issue Age increased by the number of full Policy Years elapsed.

Written Request

A Written Request is a request in writing, satisfactory to us, received by us at our Home Office or Administrative Office. We allow the telephone, Internet or other electronic media to be used for certain transactions that require a Written Request in accordance with our administrative practices and procedures

Status For Federal Tax Purposes

This policy is intended to qualify as a "life insurance contract" for Federal tax purposes. To maintain its status as a "life insurance contract" we will monitor the policy for compliance with the limits established by the Internal Revenue Code. In any Policy Year, we reserve the right to take any action we deem necessary to maintain the status of the policy, including the right to refund policy premium or to distribute to you a portion of the Account Value. We may adjust the applicable limits to reflect any policy change(s) we permit, but we may also restrict or deny any change to policy benefits (such as Face Amount increases, rider additions, or Face Amount decreases, rider removal or reduction, or withdrawals) to the extent required to maintain the policy's status.

Currency All payments made to us and by us will be in the lawful currency of the United States of America. All monetary amounts shown in this policy are in U.S. dollars.

Home Office Our Home Office and Administrative Office are in Springfield, Massachusetts. The address is Massachusetts Mutual Life Insurance Company, 1295 State Street, Springfield, Massachusetts 01111-0001, or any such other address as we may designate in the future.

Part 2. Premium Payments

Premiums are the payments that may be paid to us to increase the Account Value of this policy; they also may be needed to keep this policy in force. Premiums for this policy are discussed in this Part.

The First Premium The First Premium for this policy is shown in the Policy Specifications. It is due on the Policy Date.

Planned Premiums The Planned Premium for this policy is shown in the Policy Specifications. The frequency of Planned Premiums for this policy is as elected in the application. The frequency and amount of the Planned Premium may be changed by Written Request; the frequency may be quarterly, semiannually, or annually.

We also provide a pre-authorized payment plan. This plan, and any other alternate premium plans we provide, are governed by the rules we set.

Timely payment of Planned Premiums does not guarantee that this policy will stay in force until the Insured has died. Policy coverage may be affected by:

- The amount, frequency and timing of premium payments;
- Changes in the Face Amount and Death Benefit Option;
- Changes in the interest credited to the policy Account Value;
- Changes in the policy Monthly Charges and expense charges;
- The addition of, or changes in, policy benefit riders; and
- Policy loans and withdrawals.

If continued payment of the Planned Premium during a Policy Year would exceed the Limit On Premium Payments for the Year shown in the Policy Specifications, we may decrease the Planned Premium to an amount that would not exceed that Limit.
If premium payments are discontinued, we will continue to deduct Monthly Charges from the Account Value and the policy will stay in force subject to the **Grace Period And Termination** provision in Part 3.

Premium Flexibility And Premium Notices After the First Premium has been paid, there is no requirement that any amount of premium be paid on any date. Subject to the Limit On Premium Payments shown in the Policy Specifications and while this policy is in force, any amount of premium may be paid at any time during the lifetime of the Insured, prior to the Insured's Attained Age 100. However, each premium paid must be at least $20 or, if greater,

the amount needed to prevent termination, as discussed in the **Grace Period And Termination** provision.

We will send premium notices for the Planned Premium based on the amount and frequency in effect. We will stop sending notices for the Planned Premium upon receipt of the Owner's Written Request to do so. We do not send premium notices if you have elected a pre-authorized payment plan.

Where To Pay Premiums

All premiums after the First Premium are payable to us at our Home Office or Administrative Office or at the place shown for payment on the premium notice. Upon request, a receipt signed by our Secretary or an Assistant Secretary will be given for any premium payment.

Right To Refund Premiums

We have the right to refund any amount of premium paid in a Policy Year that exceeds the Limit On Premium Payments for the Year shown in the Policy Specifications.

A Limit On Total Premium Payments also may be stated in the Policy Specifications. If such a Limit is stated, we will automatically refund the amount of any premium paid that exceeds that Limit.

Net Premium

A Net Premium is a premium payment we accept for this policy less the premium expense charge we deduct at that time. The Maximum Premium Expense Charge we can deduct from each premium payment is shown in the Policy Specifications.

We apply each Net Premium to the Account Value of this policy on the date we receive the premium payment. However, for any premium payment received before the Policy Date, the Net Premium will be credited to the Account Value as of the Policy Date.

Part 3. Account Value And Monthly Charges

This Part gives information about the Account Value. Monthly Charges are also discussed in this Part.

Value Of This Policy

Account Value

The Account Value of this policy is the accumulation at interest of:

- The Net Premiums (as discussed in Part 2) credited to the Account Value; less
- The Monthly Charges deducted from the Account Value; less
- Any amounts withdrawn from the Account Value; and less
- Any surrender charges deducted from the Account Value due to any decreases in the Face Amount.

Withdrawals and decreases in the Face Amount are discussed in Part 4.

Interest On The Account Value

The Account Value of this policy earns interest at an effective annual rate determined by us. Interest is credited daily through the date the Account Value is computed. Once interest is credited to the Account Value, it cannot be taken back by us except to pay charges due under this policy.

For any Account Value equal to the amount of any policy loan, the interest rate we use for any day will be the daily equivalent of the greater of:

- The annual loan interest rate during the current Policy Year less the loan interest rate expense charge; and
- The Minimum Annual Interest Rate.

The loan interest rate is discussed in the **Interest On Loans** provision in Part 4. The Maximum Loan Interest Rate Expense Charge and the Minimum Annual Interest Rate are shown in the Policy Specifications. The loan interest rate expense charge will always be 100 basis points less for policies in Policy Years 11 and beyond than for policies in Policy Years 1–10.

For any Account Value in excess of the amount of any policy loan, the interest rate we use for any day will be the daily equivalent of the greater of:

- The Minimum Annual Interest Rate; and
- An alternate annual rate declared by us. The alternate annual rate of interest will reflect our expectations for future investment results, profits, and expenses. This rate will be declared for each calendar month in advance; once declared for a month, it cannot be changed.

If interest is being credited at a rate that is greater than the Minimum Annual Interest Rate, the alternate annual rate declared by us will always be 50 basis points greater for policies in Policy Years 11 and beyond than for policies in Policy Years 1-10. This is due to a reduction in what we withhold for profit and expenses after the first 10 Policy Years. The Minimum Annual Interest Rate is the same for all Policy Years.

Example: Your policy was issued on May 1, 2009. On September 1, 2021, we are crediting policies with a rate greater than the Minimum Annual Interest Rate. If a policy that was issued in 2015 (a policy in its first 10 Policy Years) is receiving 4.5% interest, we would credit your policy with interest at 5%, since you are in your 13th Policy Year. If, on September 1, 2021 we were crediting the Minimum Annual Interest Rate on the policy issued in 2015, your policy may receive that Minimum Annual Interest Rate.

Monthly Policy Charges

Monthly Charges

Charges will be deducted monthly from the Account Value of this policy. Monthly Charges are due on each Monthly Charge Date before the Policy Anniversary Date nearest the Insured's 100th birthday. No Monthly Charges are due thereafter.

The charges for each month will be deducted from the Account Value of this policy as of the later of:

- The date the charges are due; and
- The date we receive the amount of premium needed to prevent termination, as discussed in the **Grace Period And Termination** provision in this Part.

However, no Monthly Charges will be deducted before the date the first Net Premium is credited to the Account Value.

We assess four types of Monthly Charges: an Administrative Charge, a Face Amount Charge, an Insurance Charge, and a Rider Charge; each is discussed in this section.

Administrative Charge

The amount of the monthly Administrative Charge will be determined by us. However, it will not exceed the Maximum Monthly Administrative Charge shown in the Policy Specifications.

Face Amount Charge

The amount of the monthly Face Amount Charge will be determined by us. If the Face Amount of the policy has been increased (as discussed in Part 4), the amount of the Monthly Face Amount Charge will be the sum of the charges determined separately for each segment of the Face Amount. For each segment of the Face Amount, the charge will not exceed the result of:

- The Initial Face Amount divided by 1,000; then multiplied by
- The applicable Maximum Monthly Face Amount Charge (per $1,000 of Initial Face Amount) for the year of coverage. These maximum charges are shown in the Policy Specifications.

Subsequent reductions in the Face Amount (including reductions in any increase segments) of this policy will not reduce the Face Amount Charge.

Insurance Charge

The maximum monthly Insurance Charge rates per $1,000 of insurance risk are shown in the Table(s) Of Maximum Monthly Insurance Charges of the Policy Specifications. Maximum monthly Insurance Charge rates for the Initial Face Amount and for each Face Amount increase will be shown in a separate table.

The insurance risk is computed as of the date the charge is due. All amounts are calculated as of that date. The insurance risk is determined by the following steps.

(a) We compute the Account Value of this policy after all additions and deductions other than the deduction of the insurance risk charge and the Rider Charge for any disability rider or waiver rider.
(b) We determine the amount of benefit under the Death Benefit Option in effect (as discussed in Part 5). The Minimum Death Benefit (discussed in Part 5) used here is based on the Account Value computed in (a).
(c) We divide the amount of benefit determined in (b) by 1 plus the monthly equivalent (expressed as a decimal fraction) of the Minimum Annual Interest Rate shown in the Policy Specifications.
(d) We subtract the Account Value, as computed in (a), from the amount determined in (c). The result is the monthly insurance risk.

If there are two or more tables of maximum monthly Insurance Charge rates, the pro rata insurance risk allocated to each table will be based on the proportionate amount of Face Amount for the table to the total Face Amount. If the insurance risk is increased due to the Minimum Death Benefit (discussed in Part 5), the table that applies to the most recent increase requiring evidence of insurability will be used for such increase.

Example: The Initial Face Amount of your policy is $500,000. You later increase the Face Amount by $250,000. The Death Benefit Option is 1, and the benefit under Death Benefit Option 1 is $750,000. The pro rata portion of insurance risk to be allocated to the table for the Initial Face Amount is $500,000 divided by $750,000, or two-thirds. The pro rata portion to be allocated to the table for the increase is $250,000 divided by $750,000, or one-third.

Suppose the insurance risk is computed as $600,000. The maximum monthly Insurance Charge per $1,000 of insurance risk will be based on the charge for an amount equal to two-thirds of $600,000, or $400,000, from the Initial Face Amount and an amount equal to one-third of $600,000, or $200,000, from the increase.

Suppose instead that the benefit under Death Benefit Option 1 is $810,000 due to the Minimum Death Benefit and that the insurance risk is $660,000. Then the maximum monthly Insurance Charge per $1,000 of insurance risk will be based on the charge for an amount equal to $400,000 from the Initial Face Amount and an amount equal to $260,000 from the increase ($200,000 plus the $60,000 due to the Minimum Death Benefit).

We may charge less than the maximum monthly Insurance Charges shown in the table(s). In this case, the monthly Insurance Charge rates will be based on our expectations for future mortality, investment earnings, persistency and expense results, capital and reserve requirements, taxes, and future profits. The expense component of these rates is used to offset sales and issue expenses, which decrease over time. Any change in these charges will apply to all individuals in the same class.

Rider Charge

The monthly Rider Charge is the sum of the Monthly Charges for any riders in effect on the Monthly Charge Date. The Monthly Charges for any rider are shown in the Policy Specifications for the rider.

Grace Period And Termination

This policy may terminate without value if its Net Surrender Value on a Monthly Charge Date cannot cover the Monthly Charges due and the Safety Test is not met on that Date. However, we allow a Grace Period for payment of the amount of premium (not less than $20) needed to avoid termination. The Safety Test is discussed in the next provision.

The Grace Period begins on the date the Monthly Charges are due. It ends 61 days after we first mail a written notice to the Owner and to any assignee shown in our records at their last known addresses. This notice will state the amount of premium needed to avoid termination.

During the Grace Period, the policy will stay in force. If the Insured dies during the Grace Period, any unpaid premium amount needed to avoid termination will be deducted from the death benefit (see the **Amount Of Death Benefit** provision in Part 5). The policy will terminate without value if we do not receive payment of the required amount by the end of the Grace Period.

While there is a loan outstanding on this policy, our right to terminate this policy under the terms of the **Policy Debt Limit** provision (see Part 4) applies in addition to our right under this provision.

Even if the Safety Test has been met, this policy may terminate if the Policy Debt Limit is reached as described in that provision.

Safety Test

The Safety Test can be met only during the Guarantee Period shown in the Policy Specifications.

For any day during the Guarantee Period, the Safety Test is met if the result of premiums paid less any amounts withdrawn, accumulated with interest to that day, equals or exceeds the sum of the Guarantee Monthly Premiums from the Policy Date to that day, accumulated with interest. The Guarantee Monthly Premium is shown in the Policy Specifications. Any increase in the Face Amount of this policy or the addition of any riders may increase the applicable Guarantee Monthly Premium.

In the Safety Test, interest is accumulated at an effective annual rate equal to the Minimum Annual Interest Rate shown in the Policy Specifications. In accumulating premiums paid, we exclude any premium amounts refunded under the **Right To Refund Premiums** provision in Part 2. Also, we assume in this test that Guarantee Monthly Premiums are paid on each Monthly Charge Date.

Example: On the 6th Monthly Charge Date, the Monthly Charges are $100, but the Net Surrender Value, before the deduction for Monthly Charges, is only $95. There is no policy debt. The policy is in the Guarantee Period, and the Guarantee Monthly Premium is $25. Premium payments of $35 were made on each Monthly Charge Date including the current one. There were no withdrawals. In this case, the Safety Test is met.

Even if the Safety Test has been met, this policy may terminate if the Policy Debt Limit is reached as described in that provision.

Part 4. Life Benefits

This life insurance policy provides a death benefit if the Insured dies while the policy is in force. Rights and benefits are also available while the Insured is living. These "Life Benefits" are discussed in this Part.

Policy Ownership

Rights Of Owner

While the Insured is living, the Owner may exercise all rights given by this policy or allowed by us. These rights include changing Beneficiaries, changing ownership, assigning this policy, enjoying all policy benefits, and exercising all policy options.

Changing The Owner Or Beneficiary

While the Insured is living, the Owner or any Beneficiary may be changed by Written Request. However, the consent of any Irrevocable Beneficiary is needed to change that Beneficiary designation. We do not limit the number of changes that may be made. The change will take effect as of the date the request is signed, even if the Insured's death occurs before we receive it. Each change will be subject to any payment we made or other action we took before receiving the Written Request.

Assigning This Policy

This policy may be assigned. However, for any assignment to be binding on us, we must receive a signed copy of it at our Home Office or Administrative Office. We will not be responsible for the validity of any assignment. Unless otherwise specified by the Owner, the assignment will take effect as of the date the notice of assignment is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of this notice.

Once we receive a signed copy of an assignment, the rights of the Owner and the interest of any Beneficiary or any other person will be subject to the assignment. An assignment is subject to any policy debt. Policy debt is discussed in the **Right To Make Loans** provision in this Part.

Annual Report

Each year after the Policy Anniversary Date, we will mail an annual report to the Owner. There will be no charge for this report. This report will include the beginning and end dates of the current report period and will show the Account Value at the beginning of the preceding Policy Year and all premiums paid since that time. It also will show the additions to, and deductions from, the Account Value during that Year (including premiums paid, Monthly Charges, amounts withdrawn and withdrawal charges), and the Account Value, death benefit, Net Surrender Value, and policy debt as of the current Policy Anniversary Date.

The annual report also will include any additional information required by applicable law or regulation.

This Policy's Share In Dividends

Policy Is Participating

This policy is "participating," which means it may or may not share in any dividends we pay.

Each year we determine how much money can be paid as dividends. This is called divisible surplus. We then determine how much of this divisible surplus is to be allocated to this policy. This determination is based on this policy's contribution to divisible surplus. Since we do not expect this policy to contribute to divisible surplus, we do not expect that any dividends will be payable on this policy.

Any dividends allocated to this policy will be payable on Policy Anniversary Dates.

How Dividends May Be Used

Dividends may be used in a number of ways. These are called dividend options.

There are four basic dividend options.

Cash - Dividends will be paid in cash.

Account Value Additions - Dividends will be added to the Account Value of this policy.

Paid-Up Additions - Dividends will be used to buy additional level paid-up insurance. The amount of paid-up insurance will be determined by applying the dividend, on the date credited, as a net single premium at the gender and Attained Age of the Insured on that date. The value of the paid-up insurance will be the net single premium, on the same basis, at the Attained Age of the Insured. The amount of any paid-up additions will be added to the death benefit; and the value of any paid-up additions will be added to the Net Surrender Value. However, determination of Account Value, Insurance Charges, and Minimum Death Benefit ignore paid-up additions.

Reduced Monthly Charges - Dividends will be used to reduce the monthly deductions we make from the Account Value to pay the Monthly Charges.

A dividend option may be elected in the application. It may be changed by the Owner up to 31 days after the dividend becomes payable. If no dividend option is in effect when a dividend becomes payable, we will apply any dividends payable under the paid-up additions dividend option.

Dividend After Death Of Insured

If the Insured's death occurs after the first Policy Year, the death benefit will include a pro rata share of any dividend allocated to the policy for the Policy Year that death occurs.

Right To Change The Face Amount

While this policy is in force, the Face Amount may be changed. Any change in the Face Amount will be effective on a Monthly Charge Date. We may limit the number and the size of the changes in a Policy Year.

Increases In The Face Amount

While the Insured is living, the Face Amount of this policy may be increased upon written application. Evidence of insurability, satisfactory to us, is required for each increase. The amount of each increase must be for at least the Minimum Face Amount Increase shown in the Policy Specifications.

If the Net Surrender Value is insufficient to continue the changed policy in force for three months at the new Monthly Charges and interest, we may require a payment sufficient to increase the Net Surrender Value to such amount.

Any increase elected under any insurability protection type of rider will be effective as stated in that rider. Any other increase in the Face Amount will be effective on the Monthly Charge Date that is on, or precedes, the date we approve the application.

Insurance Charges and Face Amount Charges for each increase elected are determined and deducted from the Account Value of this policy as described in the **Monthly Charges** provision in Part 3. These charges will be deducted from the Account Value beginning on the effective date of the increase. Additional surrender charges (discussed later in the **Net Surrender Value** provision in this Part) and additional Face Amount Charges (as discussed previously in the Face Amount Charge provision in Part 3) will apply for each increase elected.

No increase in the Face Amount will be permitted after the Policy Anniversary Date nearest the maximum issue age for this product at the time the increase is requested.

Decreases In The Face Amount

After the first Policy Year, the Face Amount may be decreased by the Owner's Written Request while the Insured is living. However, the decrease must not reduce the Face Amount to an amount less than the Minimum Face Amount shown in the Policy Specifications. No decrease is permitted within one year following the effective date of any increase.

Any decrease is effective on the Monthly Charge Date that is on, or precedes, the date we receive the Written Request. If a decrease follows one or more increases, the decrease is taken from the most recent increase(s).

Any surrender charge due upon a decrease in the Face Amount is deducted from the Account Value on the effective date of the decrease. Surrender charges are discussed in the **Net Surrender Value** provision in this Part.

The surrender charge taken will not exceed the pro rata surrender charge for the decrease in Face Amount. This pro rata surrender charge is determined by multiplying the percentage that each Face Amount segment has been decreased by the surrender charge for each Face Amount segment. The percentage of surrender charge for a decreased Face Amount segment that remains in force after a decrease is equal to 1 minus the percentage of the surrender charge taken for the Face Amount segment that remains in force. We will send you a new Table Of Surrender Charges for the remaining Face Amount. Surrender charges are discussed in the **Net Surrender Value** provision in this Part.

Evidence Of Changes

If the Face Amount is changed, we will send the Owner any revised or additional Policy Specifications for attachment to this policy. If the Face Amount is increased, we will also send a copy of the application for the increase. However, we have the right to require that the policy be sent to us to make the change.

Borrowing Against This Policy

Right To Make Loans

Once the Account Value exceeds any surrender charges that apply, the Owner may borrow against this policy while the Insured is living. However, we reserve the right to limit loans in the first Policy Year. The policy must be properly assigned to us before the loan is made. The policy will be the sole security of the loan. No other collateral is needed. We refer to all outstanding loans plus accrued interest as "policy debt."

We may delay the granting of any loan for up to six months, except for a loan to pay premiums to us.

Maximum Loan Available

There is a maximum amount that can be borrowed on any date. It is the amount that, with loan interest on it to the next Policy Anniversary Date, will equal the current Account Value less surrender charges. This maximum amount will be reduced by any outstanding policy debt.

Interest On Loans

Interest on loans is not due in advance. This interest accrues each day and becomes part of the policy debt.

Interest is due on each Policy Anniversary Date. The fixed loan interest rate is shown in the Policy Specifications. If interest is not paid when due, it will be added to the loan and will bear interest at the rate payable on the loan.

Example: You have a loan of $1,000. Suppose the interest due on the next Policy Anniversary Date is $50. If it is not paid on that date, we will add it to the existing loan. From then on, the loan will be $1,050 and interest will be charged on this new amount.

Policy Debt Limit

Policy debt (which includes accrued interest) may not equal or exceed the Account Value less any surrender charges that apply. If this limit is reached, we can terminate this policy. To terminate for this reason, we must mail written notice to the Owner and any assignee shown in our records at their last known addresses. This notice will state the amount needed to bring the policy debt back within the limit. If we do not receive payment within 61 days after the date we mail the notice, the Account Value will be reduced by any surrender charges that apply and this policy will terminate without value at the end of those 61 days.

Our right to terminate this policy under the terms of this provision applies whether or not the Safety Test has been met.

Repayment Of Policy Debt

All or part of any policy debt may be repaid at any time while the Insured is living. However, policy debt can be repaid only while this policy is in force. Loan repayments will be credited on the date we receive them at our Home Office or Administrative Office.

Loan repayments must be clearly identified as such; otherwise, they will be considered premium payments.

Surrendering This Policy And Making Withdrawals

Right To Surrender

This policy may be surrendered for its Net Surrender Value (see next provision) at any time while the policy is in force and the Insured is living. This policy will terminate as of the date of surrender.

Net Surrender Value

The Net Surrender Value of this policy is equal to the Account Value less any surrender charges that apply and less any policy debt. The surrender charge for this policy is the sum of the surrender charges for the Initial Face Amount and all Face Amount increases. These charges are shown in the Table(s) Of Surrender Charges of the Policy Specifications. In no event will the Net Surrender Value be less than zero.

Making Withdrawals

After the first Policy Year, withdrawals may be made by Written Request at any time while the policy is in force and the Insured is living. However, we will only allow one withdrawal in a 12 month period. We may, in the future, allow withdrawals on a more frequent basis. Any change in the availability of withdrawals will apply uniformly to all policies.

A withdrawal will be effective on the date we receive the Written Request.

On the date of a withdrawal, the Account Value of this policy is reduced by the amount of the withdrawal. The withdrawal amount includes the withdrawal fee. The Maximum Withdrawal Fee that can be taken with each withdrawal is shown in the Policy Specifications.

Withdrawals will be subject to the following limits:

- The minimum amount of a withdrawal (including the withdrawal fee) is $100;
- The maximum amount of a withdrawal on any date is 75% of the Net Surrender Value of this policy on that date; and
- The Face Amount after a withdrawal must not be less than the Minimum Face Amount shown in the Policy Specifications.

The Face Amount will be decreased if:

- Death Benefit Option 1 or Death Benefit Option 3 is in effect, as described in the **Death Benefit Options** provision in Part 5; and
- The Minimum Death Benefit (also described in Part 5) after the withdrawal would be less than the amount of benefit provided by that Death Benefit Option; and
- We have not received evidence of insurability satisfactory to us.

In this case, the Face Amount will be decreased by an amount equal to the excess of (A) over (B), where:

(A) is the withdrawal amount; and
(B) is the lowest amount of withdrawal that would reduce the Minimum Death Benefit below the amount of benefit provided by the Death Benefit Option in effect just after the withdrawal.

If a decrease follows one or more Face Amount increases, the decrease is taken from the most recent increase(s).

Example: Death Benefit Option 1 is in effect and you make a withdrawal without furnishing us satisfactory evidence of insurability. Prior to your withdrawal, your policy has a Face Amount of $200,000, an Account Value of $25,000, and a Minimum Death Benefit of $50,000 (the Death Benefit Factor is 2.00). If you make a withdrawal of $10,000, the Account Value will be reduced to $15,000, the Minimum Death Benefit will be reduced to $30,000, the Face Amount will be reduced to $190,000, and $9,975 ($10,000 minus the $25 withdrawal fee) is paid to you.

If the Face Amount is reduced due to a withdrawal, we will send the Owner any revised Policy Specifications for attachment to this policy. However, we have the right to require that the policy be sent to us to make the changes.

How We Pay

Any withdrawal made will be paid in one sum. If the policy is surrendered, the Net Surrender Value may be paid in one sum or it may be applied under any payment option elected. See Part 6.

We may delay paying any surrender or withdrawal for up to six months from the date we receive the Written Request.

Reinstating This Policy

When Policy May Be Reinstated

After this policy has terminated, it may be reinstated -- that is, put back in force. Reinstatement may be made within three years after the date of termination. However, the policy may not be reinstated if it has been surrendered for its Net Surrender Value.

Requirements To Reinstate

A written application and evidence of insurability satisfactory to us is required to reinstate. Also, a premium is required as a cost to reinstate. This cost is the amount of premium needed to keep the policy in force for three months after reinstatement. This amount will be quoted on request.

Policy After Reinstatement

The policy will be reinstated on the Monthly Charge Date that is on, or precedes, the date we approve the application. The Face Amount on the date of reinstatement will be the Face Amount on the termination date. The Account Value on the date of reinstatement will be the reinstatement premium paid, less any premium expense charge and less any Monthly Charges due on that date. We do not reinstate policy debt.

If Surrender Charges were taken when this policy terminated, the applicable Surrender Charges will not be reinstated. Otherwise, the Table of Surrender Charges (shown in the Policy Specifications) will apply upon reinstatement as though the policy had not terminated.

Our rights to contest the validity of, and terminate, this policy begin again on the date of reinstatement. See the **Representations And Contestability** provision in Part 1.

Reports To Owner

Illustrative Report

In addition to the annual reports, after the first Policy Year we will send an illustrative report of guaranteed and non-guaranteed values to the Owner upon Written Request. We may limit the number of illustrations in any Policy Year.

Part 5. The Death Benefit

The death benefit is the amount of money we will pay when we receive due proof at our Home Office or Administrative Office that the Insured has died while the policy was in force. Payment of the Death Benefit is subject to the **Representations And Contestability** provision in Part 1. We discuss the death benefit in this Part.

Amount Of Death Benefit

If the Insured dies while this policy is in force, the death benefit will be the amount of benefit provided by the Death Benefit Option in effect on the date of death, reduced by any policy debt outstanding on the date of death and any unpaid premium amount needed to avoid termination under the **Grace Period And Termination** provision in Part 3.

Death Benefit Options

Three Death Benefit Options, described here, are available under this policy. The Death Benefit Option and the Face Amount in effect for this policy are shown in the Policy Specifications. The Minimum Death Benefit is discussed in the next provision.

Death Benefit Option 1 - Under this Option, the amount of benefit is the greater of:

- The Face Amount in effect on the date of death; or
- The Minimum Death Benefit in effect on the date of death.

Death Benefit Option 2 - Under this Option, the amount of benefit is the greater of:

- The Face Amount in effect on the date of death plus the Account Value on that date; or
- The Minimum Death Benefit in effect on the date of death.

Death Benefit Option 3 - Under this Option, the amount of benefit is the greater of:

- The Face Amount in effect on the date of death, plus the sum of all premiums paid (and not refunded under the **Right To Refund Premiums** provision in Part 2) to the date of death not to include any premium payments made after the Insured's Attained Age 90; or
- The Minimum Death Benefit in effect on the date of death.

This Option is also available with interest applied to all premiums paid (and not refunded) for the first 5 Policy Years. This interest only increases the Death Benefit available under this option; it is not credited to the Account Value of this policy. Election of the interest option must be made at the time of application. The interest rate for this interest option is declared monthly and credited on each Monthly Charge Date during the first 5 Policy Years, although we do not guarantee that the interest rate will be greater than zero. Interest is credited on the cumulative premiums paid, including any interest previously credited. For purposes of determining the adjusted Face Amount when a Death Benefit Option is changed as described in the **Changes In The Death Benefit** provision, premiums accumulated with interest under this interest option are considered as premiums paid.

Minimum Death Benefit

The Minimum Death Benefit on any date is equal to the Account Value on that date multiplied by the Death Benefit Factor for the Insured's Attained Age on that date. The Death Benefit Factor for each Attained Age is shown in the Policy Specifications.

Changes In The Death Benefit Option

After the first Policy Year, the Death Benefit Option may be changed upon Written Request while the Insured is living. The Death Benefit Option may not be changed to Death Benefit Option 3.

A change in the Death Benefit Option will be effective on the Monthly Charge Date that is on, or precedes, the date we approve the change.

When the Death Benefit Option is changed, the Face Amount of this policy also changes on the effective date of the change as follows (all amounts are as of the date of change):

- Option 1 to Option 2: Decreased by an amount equal to the Account Value;
- Option 2 to Option 1: Increased by an amount equal to the Account Value;
- Option 3 to Option 1: Increased by an amount equal to the sum of all premiums paid (and not refunded under the **Right To Refund Premiums** provision) not to include any premium payments made after the Insured's Attained Age 90;
- Option 3 to Option 2: Increased by an amount equal to the sum of all premiums paid (and not refunded under the **Right To Refund Premiums** provision) not to include any premium payments made after the Insured's Attained Age 90, and then decreased by an amount equal to the Account Value.

A change in the Death Benefit Option may follow one or more increases in the Face Amount of this policy. In this case:

- If the Face Amount increases, the change will increase the most recent increase; and
- If the Face Amount decreases, the change will decrease the most recent increase(s).

No change in the Death Benefit Option will be allowed if the Face Amount after the change would be less than the Minimum Face Amount shown in the Policy Specifications.

We may limit the number of Death Benefit Option changes in any Policy Year.

If the Death Benefit Option or the Face Amount is changed, we will send the Owner any revised Policy Specifications for attachment to this policy.

When We Pay

The death benefit will be paid within 30 days after the date we receive due proof of the Insured's death, and any other requirements necessary for us to make payment, at our Home Office or Administrative Office.

Interest On Death Benefit

We will add interest from the date of the Insured's death to the date of a lump sum payment or the effective date of a payment option payment. The amount of interest will be computed using an effective annual rate not less than 3% or, if greater, the annual rate required by applicable law. If Death Benefit Option 3 with interest applied to

premiums is in effect, interest will accumulate separately on the Face Amount and the premiums paid. From the date of death to the date of payment, the interest paid on the Face Amount will be computed using an effective rate of not less than 3% or, if greater, the annual rate required by applicable law. The interest paid on the premiums paid will be the greater of the interest rate then in effect for Death Benefit Option 3 with interest paid on premiums, 3% and the annual rate required by law.

Additional interest will be added to the date of payment at an effective annual rate of 10% beginning 31 days from the later of:

- The date we receive due proof of the Insured's death; and
- The date we receive sufficient information to determine our liability, the extent of the liability, and the appropriate beneficiary legally entitled to the proceeds; and
- The date that legal impediments to payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to us. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships: (b) the appointment and qualification of trustees, executors and administrators; and (c) the submission of information required to satisfy state and federal reporting requirements.

Part 6. Payment Options

These are optional methods of settlement. These methods provide alternate ways in which payment can be made by us.

Availability Of Options

All or part of the death benefit or Net Surrender Value may be applied under any payment option. If this policy is assigned, any amount due to the assignee will be paid in one sum. The balance, if any, may be applied under any payment option.

Minimum Amounts

If the amount to be applied under any option for any one person is less than $10,000, we may pay the amount in one sum instead. If the payments under any option come to less than $100 each, we have the right to make payments at less-frequent intervals.

Description Of Options

Our regular payment options are Options 1 through 6. They are described in terms of monthly payments. Annual, semiannual, or quarterly payments may be requested instead. The Payment Option Rates tables are shown after Part 7.

Option 1

Installments For A Specified Period. Equal monthly payments will be made for any period selected, up to 30 years. The amount of each payment depends on the total amount applied, the period selected, and the monthly income rates we are using when the first payment is due. See the Option 1. Installments For A Specified Period table for the minimum monthly income rates.

Option 2

Life Income. Equal monthly payments will be based on the life of a named person. Payments will continue for the lifetime of that person. Income with or without a minimum payment period may be elected. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named person's age,

satisfactory to us, will be required. See the Option 2. Life Income tables for the minimum monthly income rates.

Option 3

Interest. We will hold any amount applied under this option. Interest on the amount will be paid at an effective annual rate determined by us. This rate will not be less than 1%.

Option 4

Installments Of Specified Amount. Each payment will be made for an agreed fixed amount. The total amount paid during the first year must be at least 6% of the total amount applied. Interest will be credited each month on the unpaid balance and added to it. This interest will be at an effective annual rate determined by us, but not less than 1%. Payments continue until the balance we hold is reduced to an amount less than the agreed fixed amount. The last payment will be for the balance only.

Option 5

Life Income With Payments Guaranteed For Amount Applied. Equal monthly payments will be based on the life of a named person. Payments will be made until the total amount paid equals the amount applied, and as long thereafter as the named person lives. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named person's age, satisfactory to us, will be required. See the Option 5. Life Income With Payments Guaranteed For Amount Applied tables for the minimum monthly income rates.

Option 6

Joint Life Income With Reduced Payments To Survivor. Monthly payments will be based on the lives of two named persons. Payments at the initial level will continue while both are living or for 10 years if longer. When one dies (but not before the 10 years has elapsed), payments are reduced by one-third and will continue at that level for the lifetime of the other. After the 10 years has elapsed, payments stop when both named persons have died. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named persons' ages, satisfactory to us, will be required. See the Option 6. Joint Life Income With Reduced Payments To Survivor tables for the minimum monthly income rates.

Alternate Life Income

If Option 2, 5, or 6 is elected, the named person(s) can elect to receive an alternate life income instead of receiving income based on the rates shown in the Payment Option Rates tables. The election must be made at the time the income is to begin. The monthly alternate life income will be at least equal to the monthly income provided by a new single premium immediate annuity (first payment immediate), based on our published rates then in use when the payment option is elected. The alternate life income will not be available if we are not offering new single premium immediate annuities at the time of election.

Electing A Payment Option

To elect any payment option, we require a Written Request. The Owner may elect an option during the Insured's lifetime. If the death benefit is payable in one sum when the Insured dies, the Beneficiary may elect an option with our consent.

Effective Date And Payment Dates

The effective date of a payment option is the date the amount is applied under that option. For a death benefit, this is the date that due proof of the Insured's death is received at our Home Office or Administrative Office. For the Net Surrender Value, it is the effective date of surrender.

The first payment is due on the effective date, except the first payment under Option 3 is due one month later. A later date for the first payment may be requested in the payment option election. All payment dates will fall on the same day of the month as the first one. No payment will become due until a payment date. No part payment will be made for any period shorter than the time between payment dates.

Example: Monthly payments of $100 are being made to your son on the 1st of each month. He dies on the 10th. No part payment is due your son or his estate for the period between the 1st and the 10th.

Withdrawals And Changes

If provided in the payment option election, all or part of the unpaid balance under Option 3 or 4 may be withdrawn or applied under any other option.

If the Net Surrender Value is applied under Option 3 or 4, we may delay payment of any withdrawal for up to six months. In this case, interest at the rate in effect for Option 3 during this period will be paid on the amount withdrawn.

Income Protection

To the extent permitted by law, each option payment and any withdrawal shall be free from legal process and the claim of any creditor of the person entitled to them. No option payment and no amount held under an option can be taken or assigned in advance of its payment date, unless the Owner's written consent is given before the Insured dies. This consent must be received at our Home Office or Administrative Office.

Other Payment Option Rules

Options for any amount payable to an association, corporation, partnership, or fiduciary are available only with our consent. However, a corporation or partnership may apply any amount payable to it under Option 2, 5, or 6 if the option payments are based on the life or lives of the Insured, the Insured's spouse, any child of the Insured, or any other person agreed to by us.

If a minimum payment period is elected under Options 1, 2, 5, and 6, the effective annual interest rate will not be less than 1%. This does not apply when an alternate life income is elected.

If a minimum payment period is elected, after the first payment is made we may increase the payments to reflect any additional interest earnings determined by us. This does not apply when an alternate life income is elected.

If the income that would be payable under a given payment option is the same for two or more periods of time at a given age, we automatically will pay income for the longest period.

Example: You choose Option 2. You are 50 years old. The Payment Option Rate (for Option 2) is $3.64 for 5 years. The Payment Option Rate for 10 years is also $3.64. We will pay income for at least 10 years, which is the longest period.

Part 7. Notes On Our Computations

This Part covers some technical points about this policy.

Basis Of Computation

The basis of computation consists of the mortality rates and interest rates we use to determine:

- The minimum Net Surrender Values;
- The maximum monthly Insurance Charges;
- The minimum rate used to credit interest on the Account Value of the policy; and
- The minimum payments under payment Options 2, 5, and 6.

The mortality rates for the minimum Net Surrender Values and for the maximum monthly Insurance Charges are shown in each Table Of Maximum Monthly Insurance Charges. The Minimum Annual Interest Rate used to credit interest on the Account Value of the policy is shown in the Policy Specifications. The mortality tables specified apply to amounts in a standard risk classification. Appropriate modifications are made to these tables for any amount that is not in a standard risk classification.

In computing the minimum payments under payment Options 2, 5, and 6, we use mortality rates from the Annuity 2000 Table with Projection G for 50 Years. The interest rate used is an annual rate of 1%.

Method Of Computing Values

When required by the state where this policy was delivered, we filed a detailed statement of the method we use to compute the policy benefits and values. These benefits and values are not less than those required by the laws of that state.

OPTION 1. INSTALLMENTS FOR A SPECIFIED PERIOD - PAYMENT OPTION RATES	
MONTHLY INCOME PER $1,000 OF AMOUNT APPLIED	
Years	Monthly Income
1	$ 83.71
2	42.07
3	28.18
4	21.24
5	17.08
6	14.30
7	12.32
8	10.83
9	9.68
10	8.75
11	7.99
12	7.36
13	6.83
14	6.37
15	5.98
16	5.63
17	5.33
18	5.05
19	4.81
20	4.59
21	4.40
22	4.22
23	4.05
24	3.90
25	3.76
26	3.64
27	3.52
28	3.41
29	3.31
30	3.21
The first income payment is payable on the effective date of this Option.	

OPTION 2. LIFE INCOME - PAYMENT OPTION RATES OPTION 5. LIFE INCOME WITH PAYMENTS GUARANTEED FOR AMOUNT APPLIED - PAYMENT OPTION RATES					
MONTHLY LIFE INCOME PER $1,000 OF AMOUNT APPLIED MALE					
AGE*	LIFE ONLY	5 YEARS MINIMUM	10 YEARS MINIMUM	20 YEARS MINIMUM	AMOUNT APPLIED
50	$2.59	$2.59	$2.58	$2.56	$2.43
51	2.64	2.64	2.63	2.60	2.47
52	2.70	2.69	2.69	2.65	2.51
53	2.75	2.75	2.74	2.71	2.56
54	2.81	2.81	2.80	2.76	2.60
55	2.88	2.88	2.87	2.82	2.65
56	2.95	2.94	2.93	2.87	2.70
57	3.02	3.01	3.00	2.93	2.75
58	3.09	3.09	3.07	2.99	2.80
59	3.17	3.16	3.15	3.06	2.86
60	3.25	3.25	3.23	3.12	2.92
61	3.34	3.33	3.31	3.19	2.98
62	3.43	3.42	3.40	3.26	3.04
63	3.53	3.52	3.49	3.33	3.11
64	3.63	3.62	3.59	3.40	3.18
65	3.74	3.73	3.69	3.47	3.25
66	3.86	3.85	3.80	3.54	3.33
67	3.99	3.97	3.91	3.62	3.41
68	4.12	4.10	4.03	3.69	3.49
69	4.26	4.24	4.16	3.77	3.58
70	4.41	4.39	4.29	3.84	3.66
71	4.57	4.54	4.42	3.91	3.76
72	4.74	4.70	4.56	3.98	3.86
73	4.92	4.87	4.71	4.05	3.96
74	5.11	5.05	4.86	4.12	4.08
75	5.31	5.24	5.02	4.18	4.19
76	5.52	5.45	5.19	4.24	4.32
77	5.76	5.66	5.36	4.29	4.44
78	6.00	5.89	5.54	4.35	4.58
79	6.27	6.14	5.73	4.39	4.73
80	6.55	6.40	5.92	4.44	4.89
81	6.86	6.67	6.11	4.48	5.04
82	7.19	6.96	6.31	4.51	5.23
83	7.55	7.28	6.51	4.53	5.42
84	7.94	7.61	6.71	4.55	5.64
85	8.36	7.96	6.91	4.57	5.84

Rates for other ages are available upon request.
*Age on birthday nearest the due date of the first payment.
The first income payment is payable on the effective date of this Option.

OPTION 2. LIFE INCOME - PAYMENT OPTION RATES OPTION 5. LIFE INCOME WITH PAYMENTS GUARANTEED FOR AMOUNT APPLIED - PAYMENT OPTION RATES					
MONTHLY LIFE INCOME PER $1,000 OF AMOUNT APPLIED FEMALE					
AGE*	LIFE ONLY	5 YEARS MINIMUM	10 YEARS MINIMUM	20 YEARS MINIMUM	AMOUNT APPLIED
50	$2.41	$2.41	$2.40	$2.39	$2.32
51	2.45	2.45	2.45	2.44	2.35
52	2.50	2.50	2.50	2.48	2.39
53	2.55	2.55	2.55	2.53	2.43
54	2.60	2.60	2.60	2.58	2.48
55	2.66	2.65	2.65	2.63	2.52
56	2.71	2.71	2.71	2.68	2.57
57	2.77	2.77	2.77	2.74	2.61
58	2.84	2.83	2.83	2.79	2.66
59	2.90	2.90	2.89	2.85	2.71
60	2.97	2.97	2.96	2.91	2.77
61	3.05	3.04	3.03	2.98	2.82
62	3.12	3.12	3.11	3.04	2.88
63	3.21	3.20	3.19	3.11	2.95
64	3.29	3.29	3.28	3.18	3.01
65	3.39	3.38	3.37	3.26	3.07
66	3.49	3.48	3.46	3.33	3.15
67	3.59	3.58	3.56	3.41	3.22
68	3.70	3.70	3.67	3.49	3.30
69	3.82	3.81	3.78	3.57	3.38
70	3.95	3.94	3.90	3.65	3.47
71	4.09	4.08	4.03	3.73	3.55
72	4.24	4.22	4.16	3.81	3.66
73	4.39	4.37	4.30	3.89	3.75
74	4.56	4.54	4.45	3.97	3.86
75	4.75	4.72	4.61	4.05	3.98
76	4.94	4.90	4.77	4.12	4.09
77	5.15	5.11	4.94	4.19	4.21
78	5.37	5.32	5.12	4.26	4.34
79	5.62	5.55	5.31	4.32	4.50
80	5.88	5.80	5.51	4.38	4.64
81	6.16	6.06	5.72	4.43	4.80
82	6.47	6.35	5.93	4.47	4.99
83	6.81	6.65	6.14	4.51	5.17
84	7.17	6.98	6.36	4.53	5.37
85	7.57	7.33	6.59	4.55	5.58

Rates for other ages are available upon request.
*Age on birthday nearest the due date of the first payment.
The first income payment is payable on the effective date of this Option.

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES										
MONTHLY LIFE INCOME PER $1,000 OF AMOUNT APPLIED MALE & FEMALE										
MALE	FEMALE IS YOUNGER THAN MALE BY:									
AGE	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
55	$2.36	$2.39	$2.41	$2.44	$2.47	$2.49	$2.52	$2.55	$2.58	$2.60
56	2.41	2.43	2.46	2.49	2.51	2.54	2.57	2.60	2.63	2.66
57	2.45	2.48	2.51	2.53	2.56	2.59	2.62	2.65	2.68	2.71
58	2.50	2.53	2.55	2.58	2.61	2.55	2.68	2.71	2.74	2.77
59	2.55	2.58	2.61	2.64	2.67	2.70	2.73	2.77	2.80	2.84
60	2.60	2.63	2.66	2.69	2.73	2.76	2.79	2.83	2.86	2.90
61	2.65	2.68	2.72	2.75	2.79	2.82	2.86	2.89	2.93	2.97
62	2.71	2.74	2.77	2.81	2.85	2.89	2.92	2.96	3.00	3.04
63	2.76	2.80	2.84	2.87	2.91	2.95	2.99	3.03	3.08	3.12
64	2.82	2.86	2.90	2.94	2.98	3.02	3.07	3.11	3.15	3.20
65	2.89	2.93	2.97	3.01	3.05	3.10	3.14	3.19	3.24	3.28
66	2.95	3.00	3.04	3.08	3.13	3.18	3.22	3.27	3.32	3.37
67	3.02	3.07	3.12	3.16	3.21	3.26	3.31	3.36	3.41	3.47
68	3.10	3.15	3.19	3.24	3.29	3.35	3.40	3.45	3.51	3.57
69	3.18	3.23	3.28	3.33	3.38	3.44	3.49	3.55	3.61	3.67
70	3.26	3.31	3.36	3.42	3.48	3.53	3.59	3.66	3.72	3.78
71	3.34	3.40	3.45	3.51	3.57	3.64	3.70	3.76	3.83	3.90
72	3.43	3.49	3.55	3.61	3.68	3.74	3.81	3.88	3.95	4.02
73	3.52	3.59	3.65	3.72	3.79	3.86	3.93	4.00	4.07	4.15
74	3.62	3.69	3.76	3.83	3.90	3.97	4.05	4.13	4.21	4.29
75	3.73	3.80	3.87	3.94	4.02	4.10	4.18	4.26	4.35	4.43
76	3.84	3.91	3.99	4.07	4.15	4.23	4.32	4.40	4.49	4.58
77	3.95	4.03	4.11	4.20	4.28	4.37	4.46	4.55	4.65	4.74
78	4.07	4.16	4.24	4.33	4.43	4.52	4.62	4.71	4.81	4.91
79	4.20	4.29	4.38	4.48	4.58	4.67	4.78	4.88	4.98	5.09
80	4.33	4.43	4.53	4.63	4.73	4.84	4.94	5.05	5.16	5.27
81	4.48	4.58	4.68	4.79	4.90	5.01	5.12	5.23	5.35	5.46
82	4.62	4.73	4.84	4.96	5.07	5.19	5.31	5.42	5.54	5.66
83	4.78	4.89	5.01	5.13	5.25	5.37	5.50	5.62	5.75	5.87
84	4.94	5.06	5.19	5.31	5.44	5.57	5.70	5.83	5.96	6.08
85	5.11	5.24	5.37	5.50	5.63	5.77	5.90	6.04	6.17	6.30

Rates for other ages are available upon request.
*Age on birthday nearest the due date of the first payment.
The first income payment is payable on the effective date of this Option.

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES						
MONTHLY LIFE INCOME PER $1,000 OF AMOUNT APPLIED MALE & FEMALE						
MALE	FEMALE IS OLDER THAN MALE BY:					
AGE*	SAME AGE	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
55	$2.63	$2.66	$2.69	$2.72	$2.75	$2.78
56	2.69	2.72	2.75	2.78	2.81	2.84
57	2.75	2.78	2.81	2.84	2.87	2.91
58	2.81	2.84	2.87	2.91	2.94	2.98
59	2.87	2.91	2.94	2.98	3.01	3.05
60	2.94	2.97	3.01	3.05	3.09	3.13
61	3.01	3.05	3.09	3.13	3.17	3.21
62	3.08	3.12	3.17	3.21	3.25	3.29
63	3.16	3.20	3.25	3.29	3.34	3.38
64	3.24	3.29	3.34	3.38	3.43	3.48
65	3.33	3.38	3.43	3.48	3.53	3.58
66	3.42	3.47	3.53	3.58	3.63	3.69
67	3.52	3.57	3.63	3.69	3.74	3.80
68	3.62	3.68	3.74	3.80	3.86	3.92
69	3.73	3.79	3.85	3.92	3.98	4.04
70	3.84	3.91	3.97	4.04	4.11	4.17
71	3.96	4.03	4.10	4.17	4.24	4.31
72	4.09	4.16	4.24	4.31	4.38	4.46
73	4.23	4.30	4.38	4.46	4.53	4.61
74	4.37	4.45	4.53	4.61	4.69	4.77
75	4.52	4.60	4.69	4.77	4.86	4.94
76	4.67	4.76	4.85	4.94	5.03	5.12
77	4.84	4.93	5.02	5.12	5.21	5.30
78	5.01	5.11	5.21	5.30	5.40	5.49
79	5.19	5.29	5.40	5.50	5.59	5.69
80	5.38	5.49	5.59	5.70	5.80	5.89
81	5.58	5.69	5.80	5.90	5.01	6.11
82	5.78	5.90	6.01	6.12	6.22	6.32
83	5.99	6.11	6.22	6.34	6.44	6.55
84	6.21	6.33	6.45	6.56	6.67	6.77
85	6.43	6.55	6.67	6.79	6.90	7.00

Rates for other ages are available upon request.
*Age on birthday nearest the due date of the first payment.
The first income payment is payable on the effective date of this Option.

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES

MONTHLY LIFE INCOME PER $1,000 OF AMOUNT APPLIED MALE1 & MALE2

MALE1	MALE2 IS YOUNGER THAN MALE1 BY:									
AGE*	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
60	$2.71	$2.74	$2.77	$2.81	$2.84	$2.88	$2.91	$2.95	$2.98	$3.02
61	2.77	2.80	2.84	2.87	2.91	2.94	2.98	3.02	3.06	3.09
62	2.83	2.86	2.90	2.94	2.97	3.01	3.05	3.09	3.13	3.17
63	2.89	2.93	2.97	3.01	3.05	3.09	3.13	3.17	3.21	3.25
64	2.96	3.00	3.04	3.08	3.12	3.16	3.21	3.25	3.30	3.34
65	3.03	3.07	3.11	3.16	3.20	3.25	3.29	3.34	3.38	3.43
66	3.10	3.15	3.19	3.24	3.28	3.33	3.38	3.43	3.48	3.53
67	3.18	3.22	3.27	3.32	3.37	3.42	3.47	3.52	3.58	3.63
68	3.26	3.31	3.36	3.41	3.46	3.52	3.57	3.62	3.68	3.73
69	3.34	3.40	3.45	3.50	3.56	3.62	3.67	3.73	3.79	3.85
70	3.43	3.49	3.54	3.60	3.66	3.72	3.78	3.84	3.90	3.96
71	3.53	3.59	3.65	3.71	3.77	3.83	3.89	3.96	4.02	4.09
72	3.63	3.69	3.75	3.81	3.88	3.95	4.01	4.08	4.15	4.21
73	3.73	3.79	3.86	3.93	4.00	4.07	4.14	4.21	4.28	4.35
74	3.84	3.91	3.98	4.05	4.12	4.19	4.27	4.34	4.42	4.49
75	3.95	4.02	4.10	4.17	4.25	4.33	4.40	4.48	4.55	4.64

MALE1	MALE2 IS OLDER THAN MALE 1 BY:					
AGE*	SAME AGE	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
60	$3.06	$3.09	$3.13	$3.17	$3.21	$3.25
61	3.13	3.17	3.21	3.25	3.29	3.33
62	3.21	3.25	3.30	3.34	3.38	3.42
63	3.30	3.34	3.38	3.43	3.47	3.52
64	3.39	3.43	3.48	3.52	3.57	3.62
65	3.48	3.53	3.58	3.62	3.67	3.72
66	3.58	3.63	3.68	3.73	3.78	3.83
67	3.68	3.73	3.79	3.84	3.89	3.95
68	3.79	3.85	3.90	3.96	4.01	4.07
69	3.90	3.96	4.02	4.08	4.14	4.19
70	4.02	4.09	4.15	4.21	4.27	4.33
71	4.15	4.21	4.28	4.34	4.40	4.47
72	4.28	4.35	4.42	4.48	4.55	4.61
73	4.42	4.49	4.56	4.63	4.70	4.76
74	4.56	4.64	4.71	4.78	4.85	4.92
75	4.71	4.79	4.87	4.94	5.02	5.09

Rates for other ages are available upon request.

*Age on birthday nearest the due date of the first payment.

The first income payment is payable on the effective date of this Option.

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES

MONTHLY LIFE INCOME PER $1,000 OF AMOUNT APPLIED FEMALE1 & FEMALE2

FEMALE1 AGE*	FEMALE2 IS YOUNGER THAN FEMALE1 BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
60	$2.53	$2.56	$2.59	$2.52	$2.65	$2.68	$2.71	$2.74	$2.77	$2.80
61	2.58	2.61	2.64	2.67	2.70	2.73	2.77	2.80	2.83	2.87
62	2.63	2.66	2.69	2.73	2.76	2.79	2.83	2.86	2.90	2.93
63	2.69	2.72	2.75	2.79	2.82	2.86	2.89	2.93	2.97	3.01
64	2.74	2.78	2.82	2.85	2.89	2.93	2.96	3.00	3.04	3.08
65	2.81	2.84	2.88	2.92	2.96	3.00	3.04	3.08	3.12	3.16
66	2.87	2.91	2.95	2.99	3.03	3.07	3.11	3.16	3.20	3.25
67	2.94	2.98	3.02	3.06	3.11	3.15	3.20	3.24	3.29	3.33
68	3.01	3.05	3.10	3.14	3.19	3.23	3.28	3.33	3.38	3.43
69	3.08	3.13	3.18	3.22	3.27	3.32	3.37	3.42	3.48	3.53
70	3.16	3.21	3.26	3.31	3.36	3.42	3.47	3.52	3.58	3.63
71	3.25	3.30	3.35	3.40	3.46	3.52	3.57	3.63	3.69	3.75
72	3.34	3.39	3.45	3.50	3.56	3.62	3.68	3.74	3.80	3.87
73	3.43	3.49	3.55	3.61	3.67	3.73	3.79	3.86	3.93	3.99
74	3.53	3.59	3.65	3.72	3.78	3.85	3.92	3.99	4.06	4.13
75	3.63	3.70	3.76	3.83	3.90	3.97	4.04	4.12	4.19	4.27

FEMALE1 AGE*	FEMALE2 IS OLDER THAN FEMALE1 BY:					
	SAME AGE	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
60	$2.83	$2.87	$2.90	$2.93	$2.96	$3.00
61	2.90	2.93	2.97	3.00	3.04	3.07
62	2.97	3.01	3.04	3.08	3.11	3.15
63	3.04	3.08	3.12	3.16	3.20	3.23
64	3.12	3.16	3.20	3.24	3.28	3.32
65	3.20	3.25	3.29	3.33	3.37	3.42
66	3.29	3.33	3.38	3.42	3.47	3.52
67	3.38	3.43	3.48	3.52	3.57	3.62
68	3.48	3.53	3.58	3.63	3.68	3.73
69	3.58	3.63	3.69	3.74	3.79	3.85
70	3.69	3.75	3.80	3.86	3.92	3.97
71	3.81	3.87	3.93	3.99	4.04	4.10
72	3.93	3.99	4.06	4.12	4.18	4.24
73	4.06	4.13	4.19	4.26	4.33	4.39
74	4.20	4.27	4.34	4.41	4.48	4.55
75	4.34	4.42	4.49	4.57	4.64	4.71

Rates for other ages are available upon request.

*Age on birthday nearest the due date of the first payment.

The first income payment is payable on the effective date of this Option.

Massachusetts Mutual
Life Insurance Company

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

Flexible Premium Adjustable Life Insurance Policy

This Policy provides that:

- A death benefit is payable when the Insured dies.
- Within specified limits, flexible premiums may be paid during the Insured's lifetime, prior to the Insured's Attained Age 100.
- This policy is participating - Annual dividends may or may not be paid.
- Monthly Charges are adjustable, but cannot be more that the maximums shown in the Policy Specifications.

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

Flexible Premium Adjustable Life Insurance Policy

INSURED	JOHN A. DOE		
POLICY DATE	JANUARY 1, 2008	**POLICY NUMBER**	123456789
ISSUE DATE	JANUARY 1, 2008	**INITIAL FACE AMOUNT**	$500,000

Dear Policy Owner:

READ YOUR POLICY CAREFULLY. It has been written in readable language to help you understand its terms. We have used examples to explain some of its provisions. These examples do not reflect the actual amounts or status of this policy. As you read through the policy, remember the words "we," "us," and "our" refer to Massachusetts Mutual Life Insurance Company.

We will, subject to the terms of this policy, pay the death benefit to the Beneficiary when due proof of the Insured's death is received at our Home Office or Administrative Office.

The terms of this policy are contained on this and the following pages. For service and information on this policy, contact the agent who sold the policy, any of our agency offices, or our Home Office or Administrative Office. You may contact us at our Home Office or Administrative Office, toll free: 1-800-272-2216, or visit our website at www.massmutual.com.

YOU HAVE THE RIGHT TO RETURN THIS POLICY. If you decide not to keep this policy, return it within 10 days after you receive it. It may be returned by delivering or mailing it to our Home Office or Administrative Office, to any of our agency offices, or to the agent who sold the policy. Then, the policy will be as though it had never been issued. We will promptly refund any premium paid for it, less any amounts withdrawn and any policy debt.

Signed for Massachusetts Mutual Life Insurance Company.

Sincerely yours,

PRESIDENT

SECRETARY

This Flexible Premium Adjustable Life Insurance Policy provides that:

- **A death benefit is payable when the Insured dies.**
- **Within specified limits, flexible premiums may be paid during the Insured's lifetime, prior to the Insured's Attained Age 100.**
- **This policy is participating - Annual dividends may or may not be paid.**
- **Monthly charges are adjustable, but cannot be more than the maximums shown in the Policy Specifications.**

Policy Summary

This Summary briefly describes some of the major policy provisions. Since it does not go into detail, the actual provisions will prevail. See the provisions for full information and any limits that may apply. The "Table Of Contents" shows where the provisions may be found.

This is a universal life insurance policy. We will pay a death benefit if the Insured dies while the policy is in force. "In force" means that the insurance has not terminated. "Universal life" means that, subject to the limits and conditions stated in the policy, the amount of insurance may be adjusted and flexible premium payments may be made.

Premiums for this policy are flexible. After the first premium has been paid, there is no requirement that any specific amount of premium be paid on any date. Instead, within the limits stated in the policy, any amount may be paid on any date during the lifetime of the Insured prior to the Insured's Attained Age 100.

Premiums are applied to increase the value of this policy. Monthly charges are deducted from the value of this policy each month. If the value cannot cover the monthly charges for a month, the policy may terminate at the end of 62 days. There is, however, a right to reinstate the policy.

Other rights available while the Insured is living include the rights to:

- Change the Owner or any Beneficiary;
- Assign this policy;
- Receive any dividends that may or may not be allocated to this policy;
- Change the Face Amount;
- Change the Death Benefit Option;
- Make loans;
- Make withdrawals; and
- Surrender this policy.

This policy also includes a number of Payment Options. They provide alternate ways for us to pay the death benefit or the amount payable upon surrender of the policy.

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Part 1. The Basics Of This Policy

In this Part, we discuss some definitions and insurance concepts necessary to understand this policy. The words "we," "us," and "our" refer to Massachusetts Mutual Life Insurance Company.

The Parties Involved - Owner, Insured, Beneficiary, Irrevocable Beneficiary

The **Owner** is the person who owns this policy, as shown in our records. The Owner has the right to exercise rights and privileges and to receive benefits under the terms of this policy during the lifetime of the Insured. If the Owner designated under the terms of this policy is not living and if the policy does not provide otherwise, the Owner will be the estate of the last Owner to die.

For more information about the rights and benefits available to the Owner, see the "Policy Ownership" section in Part 4.

The **Insured** is the person whose life this policy insures. The Insured may be the Owner of this policy, or someone else may be the Owner.

Example: You buy a policy that insures your own life and name yourself as Owner. In this case, you are both the Insured and the Owner. If you buy a policy that insures your son and name yourself as Owner, then the Insured and Owner are different people.

A **Beneficiary** is any person named in our records to receive the death benefit after the Insured has died. There may be different classes of Beneficiaries, such as primary and secondary. These classes set the order of payment. There may be more than one Beneficiary in a class.

Example: Elizabeth is named as primary (first) Beneficiary. Rachel and David are named as Beneficiaries in the secondary class. If Elizabeth is alive when the Insured dies, she receives the death benefit. If Elizabeth is not alive but Rachel and David are alive when the Insured dies, Rachel and David receive the death benefit.

Any Beneficiary may be named an **Irrevocable Beneficiary**. An Irrevocable Beneficiary is one whose consent is needed to change that Beneficiary.

If no Beneficiary designated under this policy survives the Insured, the Beneficiary will be the Owner unless the policy states otherwise. The interest of any Beneficiary will be subject to any assignment of this policy that is binding on us and to any payment option in effect at the time of the Insured's death.

See the "Policy Ownership" section in Part 4, and see "Part 6. - Payment Options."

Dates - Policy Date, Policy Anniversary Date, Policy Year, Monthly Charge Date, Issue Date

The **Policy Date** is shown in the Policy Specifications. It is the starting point for determining **Policy Anniversary Dates**, **Policy Years**, and **Monthly Charge Dates**. The first Policy Anniversary Date is one year after the Policy Date. The period from the Policy Date to the first Policy Anniversary Date, or from one Policy Anniversary Date to the next, is called a Policy Year.

The **Monthly Charge Dates** are the dates on which Monthly Charges for this policy are due. The first Monthly Charge Date is the Policy Date. Subsequent Monthly Charge Dates are the same day of each month thereafter.

Example: The Policy Date is June 10, 20X1. The first Policy Anniversary Date is one year later, June 10, 20X2. The period from June 10, 20X1, through June 9, 20X2, is a Policy Year. The first Monthly Charge Date is June 10, 20X1. The next Monthly Charge Date is one month later, July 10, 20X1.

The **Issue Date** is also shown in the Policy Specifications. The Issue Date starts the contestability and suicide periods. We discuss contestability and suicide later in this Part.

Policy A Legal Contract

This policy is a legal contract between the Owner and us. The entire contract consists of the policy, which includes the application and any rider(s) and endorsement(s) the policy has. We have issued this policy in return for the application and the payment of the first premium. Any changes or waiver of its terms must be in writing and signed by our Secretary or an Assistant Secretary to be valid.

A copy of the initial application is attached to and made a part of this policy. Any subsequent applications requesting changes in the policy also will become part of the contract; copies of any such applications will be sent to the Owner for attachment to the policy.

Attachment Of Riders

Any riders that we make available for attachment to this policy after issue may be attached subject to a Written Request and evidence of insurability, satisfactory to us.

Representations And Contestability

We rely on all statements made by or for the Insured in the application(s). Legally, those statements are considered to be representations and not warranties.

We can bring legal action to contest the validity of this policy, or any policy change requiring evidence of insurability, for any material misrepresentation of a fact. To do so, however, the misrepresentation must have been in the initial application or in a subsequent application, and a copy of that application must have been attached to (or sent to the Owner for attachment to) and made a part of this policy.

The initial Policy Specifications are attached to this policy when issued. If a policy change is made, we will send to the Owner any revised or additional Policy Specifications for attachment to the policy.

Except for any policy change or reinstatement requiring evidence of insurability, we cannot, in the absence of fraud, contest the validity of this policy after it has been in force during the lifetime of the Insured for two years after its Issue Date.

For any policy change requiring evidence of insurability, we cannot, in the absence of fraud, contest the validity of the change after it has been in effect for two years during the lifetime of the Insured.

If evidence of insurability is required to reinstate this policy (see "Reinstating This Policy" in Part 4), our right to contest the validity of this policy begins again on the date of reinstatement, for statements made in the reinstatement application. We cannot, in the absence of fraud, contest the reinstated policy after it has been in force during the lifetime of the Insured for two years after that reinstatement date.

Misstatement Of Age

If the Insured's date of birth as given in the application is not correct, the Face Amount (discussed in this Part) may be adjusted. Any adjustment to the Face Amount will reflect the amount provided by the most recent monthly Insurance Charges using the correct age. Whether or not the Face Amount is adjusted, Monthly Charges after the correction will be based on the correct age.

Death By Suicide

If the Insured commits suicide, while sane or insane, within two years after the Issue Date of this policy and while the policy is in force, this policy will terminate. In this case we will only pay an amount equal to the premiums accepted for this policy, less any amounts withdrawn and less any policy debt. This payment will be made to the Beneficiary. No additional payments will be made.

If the Insured commits suicide, while sane or insane, within two years after the effective date of any increase in the Face Amount we will pay an amount equal to the Monthly Charges for that segment. This payment will be made to the Beneficiary. No additional payments will be made for that Face Amount increase. However, if a payment as described in the preceding paragraph is made, there will be no additional payment for the increase.

Monthly Charges are discussed in Part 3. Withdrawals and policy debt are discussed in Part 4.

Meaning Of In Force

"In force" means that the insurance provided by this policy is in effect and has not terminated. This policy will be in force on the later of (a) its Issue Date or, (b) the date the first premium is received, unless:

- There has been a change in the insurability of the Insured prior to the Issue Date;
- The Company has issued an amendment to the application or requested additional information; or
- The Company has requested a statement verifying the current insurability of the Insured.

If any of the above conditions apply, the policy will be considered in force on the later of (a) the date all required supplemental information is received at our Home Office or Administrative Office, and (b) the date the first premium is received. Supplemental information may include, but is not limited to:

- Evidence of policy delivery,
- Evidence that there has been no material change in the Insured's health, and
- Completed Application amendments.

This policy will continue in force to the Insured's death unless:

- The Insured commits suicide within two years after the Issue Date;
- The policy terminates under the terms of the **Grace Period And Termination** provision in Part 3; or
- The policy is surrendered.

Face Amount

The Face Amount is the amount of insurance coverage this policy provides while the policy is in force. The **Initial Face Amount** is the Face Amount on the Policy Date. The Face Amount of this policy can be increased as described in the **Increases In The Face Amount** provision in Part 4. Each increase is treated as its own segment and has its own Initial Face Amount. The Initial Face Amount of an increase segment is the face amount of the increase on the effective date of the increase.

Year Of Coverage

For the Initial Face Amount, each Policy Year is a year of coverage. If the Face Amount of this policy has been increased (as discussed in Part 4), years of coverage for each increase will be measured from the effective date of the increase.

Ages - Issue Age, Attained Age

The **Issue Age** of the Insured (shown in the Policy Specifications) is the age of the Insured on the birthday nearest the Policy Date.

Example: Elizabeth's 32nd birthday was May 12th. The Policy Date is today, December 1. Since December 1 is closer to her 33rd birthday, her Issue Age will be 33.

The **Attained Age** of the Insured is the Insured's Issue Age increased by the number of full Policy Years elapsed.

Written Request

A Written Request is a request in writing, satisfactory to us, received by us at our Home Office or Administrative Office. We allow the telephone, Internet or other electronic media to be used for certain transactions that require a Written Request in accordance with our administrative practices and procedures

Status For Federal Tax Purposes

This policy is intended to qualify as a "life insurance contract" for Federal tax purposes. To maintain its status as a "life insurance contract" we will monitor the policy for compliance with the limits established by the Internal Revenue Code. In any Policy Year, we reserve the right to take any action we deem necessary to maintain the status of the policy, including the right to refund policy premium or to distribute to you a portion of the Account Value. We may adjust the applicable limits to reflect any policy change(s) we permit, but we may also restrict or deny any change to policy benefits (such as Face Amount increases, rider additions, or Face Amount decreases, rider removal or reduction, or withdrawals) to the extent required to maintain the policy's status.

Currency All payments made to us and by us will be in the lawful currency of the United States of America. All monetary amounts shown in this policy are in U.S. dollars.

Home Office Our Home Office and Administrative Office are in Springfield, Massachusetts. The address is Massachusetts Mutual Life Insurance Company, 1295 State Street, Springfield, Massachusetts 01111-0001, or any such other address as we may designate in the future.

Part 2. Premium Payments

Premiums are the payments that may be paid to us to increase the Account Value of this policy; they also may be needed to keep this policy in force. Premiums for this policy are discussed in this Part.

The First Premium The First Premium for this policy is shown in the Policy Specifications. It is due on the Policy Date.

Planned Premiums The Planned Premium for this policy is shown in the Policy Specifications. The frequency of Planned Premiums for this policy is as elected in the application. The frequency and amount of the Planned Premium may be changed by Written Request; the frequency may be quarterly, semiannually, or annually.

We also provide a pre-authorized payment plan. This plan, and any other alternate premium plans we provide, are governed by the rules we set.

Timely payment of Planned Premiums does not guarantee that this policy will stay in force until the Insured has died. Policy coverage may be affected by:

- The amount, frequency and timing of premium payments;
- Changes in the Face Amount and Death Benefit Option;
- Changes in the interest credited to the policy Account Value;
- Changes in the policy Monthly Charges and expense charges;
- The addition of, or changes in, policy benefit riders; and
- Policy loans and withdrawals.

If continued payment of the Planned Premium during a Policy Year would exceed the Limit On Premium Payments for the Year shown in the Policy Specifications, we may decrease the Planned Premium to an amount that would not exceed that Limit.
If premium payments are discontinued, we will continue to deduct Monthly Charges from the Account Value and the policy will stay in force subject to the **Grace Period And Termination** provision in Part 3.

Premium Flexibility And Premium Notices

After the First Premium has been paid, there is no requirement that any amount of premium be paid on any date. Subject to the Limit On Premium Payments shown in the Policy Specifications and while this policy is in force, any amount of premium may be paid at any time during the lifetime of the Insured, prior to the Insured's Attained Age 100. However, each premium paid must be at least $20 or, if greater, the amount needed to prevent termination, as discussed in the **Grace Period And Termination** provision.

We will send premium notices for the Planned Premium based on the amount and frequency in effect. We will stop sending notices for the Planned Premium upon receipt of the Owner's Written Request to do so. We do not send premium notices if you have elected a pre-authorized payment plan.

Where To Pay Premiums

All premiums after the First Premium are payable to us at our Home Office or Administrative Office or at the place shown for payment on the premium notice. Upon request, a receipt signed by our Secretary or an Assistant Secretary will be given for any premium payment.

Right To Refund Premiums

We have the right to refund any amount of premium paid in a Policy Year that exceeds the Limit On Premium Payments for the Year shown in the Policy Specifications.

A Limit On Total Premium Payments also may be stated in the Policy Specifications. If such a Limit is stated, we will automatically refund the amount of any premium paid that exceeds that Limit.

Net Premium

A Net Premium is a premium payment we accept for this policy less the premium expense charge we deduct at that time. The Maximum Premium Expense Charge we can deduct from each premium payment is shown in the Policy Specifications.

We apply each Net Premium to the Account Value of this policy on the date we receive the premium payment. However, for any premium payment received before the Policy Date, the Net Premium will be credited to the Account Value as of the Policy Date.

Part 3. Account Value And Monthly Charges

This Part gives information about the Account Value. Monthly Charges are also discussed in this Part.

Value Of This Policy

Account Value

The Account Value of this policy is the accumulation at interest of:

- The Net Premiums (as discussed in Part 2) credited to the Account Value; less
- The Monthly Charges deducted from the Account Value; less
- Any amounts withdrawn from the Account Value; and less

- Any surrender charges deducted from the Account Value due to any decreases in the Face Amount.

Withdrawals and decreases in the Face Amount are discussed in Part 4.

Interest On The Account Value

The Account Value of this policy earns interest at an effective annual rate determined by us. Interest is credited daily through the date the Account Value is computed. Once interest is credited to the Account Value, it cannot be taken back by us except to pay charges due under this policy.

For any Account Value equal to the amount of any policy loan, the interest rate we use for any day will be the daily equivalent of the greater of:

- The annual loan interest rate during the current Policy Year less the loan interest rate expense charge; and
- The Minimum Annual Interest Rate.

The loan interest rate is discussed in the **Interest On Loans** provision in Part 4. The Maximum Loan Interest Rate Expense Charge and the Minimum Annual Interest Rate are shown in the Policy Specifications. The loan interest rate expense charge will always be 100 basis points less for policies in Policy Years 11 and beyond than for policies in Policy Years 1–10.

For any Account Value in excess of the amount of any policy loan, the interest rate we use for any day will be the daily equivalent of the greater of:

- The Minimum Annual Interest Rate; and
- An alternate annual rate declared by us. The alternate annual rate of interest will reflect our expectations for future investment results, profits, and expenses. This rate will be declared for each calendar month in advance; once declared for a month, it cannot be changed.

If interest is being credited at a rate that is greater than the Minimum Annual Interest Rate, the alternate annual rate declared by us will always be 50 basis points greater for policies in Policy Years 11 and beyond than for policies in Policy Years 1-10. This is due to a reduction in what we withhold for profit and expenses after the first 10 Policy Years. The Minimum Annual Interest Rate is the same for all Policy Years.

Example: Your policy was issued on May 1, 2009. On September 1, 2021, we are crediting policies with a rate greater than the Minimum Annual Interest Rate. If a policy that was issued in 2015 (a policy in its first 10 Policy Years) is receiving 4.5% interest, we would credit your policy with interest at 5%, since you are in your 13th Policy Year. If, on September 1, 2021 we were crediting the Minimum Annual Interest Rate on the policy issued in 2015, your policy may receive that Minimum Annual Interest Rate.

Monthly Policy Charges

Monthly Charges

Charges will be deducted monthly from the Account Value of this policy. Monthly Charges are due on each Monthly Charge Date before the Policy Anniversary Date nearest the Insured's 100th birthday. No Monthly Charges are due thereafter.

The charges for each month will be deducted from the Account Value of this policy as of the later of:

- The date the charges are due; and
- The date we receive the amount of premium needed to prevent termination, as discussed in the **Grace Period And Termination** provision in this Part.

However, no Monthly Charges will be deducted before the date the first Net Premium is credited to the Account Value.

We assess four types of Monthly Charges: an Administrative Charge, a Face Amount Charge, an Insurance Charge, and a Rider Charge; each is discussed in this section.

Administrative Charge

The amount of the monthly Administrative Charge will be determined by us. However, it will not exceed the Maximum Monthly Administrative Charge shown in the Policy Specifications.

Face Amount Charge

The amount of the monthly Face Amount Charge will be determined by us. If the Face Amount of the policy has been increased (as discussed in Part 4), the amount of the Monthly Face Amount Charge will be the sum of the charges determined separately for each segment of the Face Amount. For each segment of the Face Amount, the charge will not exceed the result of:

- The Initial Face Amount divided by 1,000; then multiplied by
- The applicable Maximum Monthly Face Amount Charge (per $1,000 of Initial Face Amount) for the year of coverage. These maximum charges are shown in the Policy Specifications.

Subsequent reductions in the Face Amount (including reductions in any increase segments) of this policy will not reduce the Face Amount Charge.

Insurance Charge

The maximum monthly Insurance Charge rates per $1,000 of insurance risk are shown in the Table(s) Of Maximum Monthly Insurance Charges of the Policy Specifications. Maximum monthly Insurance Charge rates for the Initial Face Amount and for each Face Amount increase will be shown in a separate table.

The insurance risk is computed as of the date the charge is due. All amounts are calculated as of that date. The insurance risk is determined by the following steps.

(a) We compute the Account Value of this policy after all additions and deductions other than the deduction of the insurance risk charge and the Rider Charge for any disability rider or waiver rider.

(b) We determine the amount of benefit under the Death Benefit Option in effect (as discussed in Part 5). The Minimum Death Benefit (discussed in Part 5) used here is based on the Account Value computed in (a).
(c) We divide the amount of benefit determined in (b) by 1 plus the monthly equivalent (expressed as a decimal fraction) of the Minimum Annual Interest Rate shown in the Policy Specifications.
(d) We subtract the Account Value, as computed in (a), from the amount determined in (c). The result is the monthly insurance risk.

If there are two or more tables of maximum monthly Insurance Charge rates, the pro rata insurance risk allocated to each table will be based on the proportionate amount of Face Amount for the table to the total Face Amount. If the insurance risk is increased due to the Minimum Death Benefit (discussed in Part 5), the table that applies to the most recent increase requiring evidence of insurability will be used for such increase.

Example: The Initial Face Amount of your policy is $500,000. You later increase the Face Amount by $250,000. The Death Benefit Option is 1, and the benefit under Death Benefit Option 1 is $750,000. The pro rata portion of insurance risk to be allocated to the table for the Initial Face Amount is $500,000 divided by $750,000, or two-thirds. The pro rata portion to be allocated to the table for the increase is $250,000 divided by $750,000, or one-third.

Suppose the insurance risk is computed as $600,000. The maximum monthly Insurance Charge per $1,000 of insurance risk will be based on the charge for an amount equal to two-thirds of $600,000, or $400,000, from the Initial Face Amount and an amount equal to one-third of $600,000, or $200,000, from the increase.

Suppose instead that the benefit under Death Benefit Option 1 is $810,000 due to the Minimum Death Benefit and that the insurance risk is $660,000. Then the maximum monthly Insurance Charge per $1,000 of insurance risk will be based on the charge for an amount equal to $400,000 from the Initial Face Amount and an amount equal to $260,000 from the increase ($200,000 plus the $60,000 due to the Minimum Death Benefit).

We may charge less than the maximum monthly Insurance Charges shown in the table(s). In this case, the monthly Insurance Charge rates will be based on our expectations for future mortality, investment earnings, persistency and expense results, capital and reserve requirements, taxes, and future profits. The expense component of these rates is used to offset sales and issue expenses, which decrease over time. Any change in these charges will apply to all individuals in the same class.

Rider Charge

The monthly Rider Charge is the sum of the Monthly Charges for any riders in effect on the Monthly Charge Date. The Monthly Charges for any rider are shown in the Policy Specifications for the rider.

Grace Period And Termination

This policy may terminate without value if its Net Surrender Value on a Monthly Charge Date cannot cover the Monthly Charges due and the Safety Test is not met on that Date. However, we allow a Grace Period for payment of the amount of premium (not less than $20) needed to avoid termination. The Safety Test is discussed in the next provision.

The Grace Period begins on the date the Monthly Charges are due. It ends 61 days after we first mail a written notice to the Owner and to any assignee shown in our records at their last known addresses. This notice will state the amount of premium needed to avoid termination.

During the Grace Period, the policy will stay in force. If the Insured dies during the Grace Period, any unpaid premium amount needed to avoid termination will be deducted from the death benefit (see the **Amount Of Death Benefit** provision in Part 5). The policy will terminate without value if we do not receive payment of the required amount by the end of the Grace Period.

While there is a loan outstanding on this policy, our right to terminate this policy under the terms of the **Policy Debt Limit** provision (see Part 4) applies in addition to our right under this provision.

Even if the Safety Test has been met, this policy may terminate if the Policy Debt Limit is reached as described in that provision.

Safety Test

The Safety Test can be met only during the Guarantee Period shown in the Policy Specifications.

For any day during the Guarantee Period, the Safety Test is met if the result of premiums paid less any amounts withdrawn, accumulated with interest to that day, equals or exceeds the sum of the Guarantee Monthly Premiums from the Policy Date to that day, accumulated with interest. The Guarantee Monthly Premium is shown in the Policy Specifications. Any increase in the Face Amount of this policy or the addition of any riders may increase the applicable Guarantee Monthly Premium.

In the Safety Test, interest is accumulated at an effective annual rate equal to the Minimum Annual Interest Rate shown in the Policy Specifications. In accumulating premiums paid, we exclude any premium amounts refunded under the **Right To Refund Premiums** provision in Part 2. Also, we assume in this test that Guarantee Monthly Premiums are paid on each Monthly Charge Date.

Example: On the 6th Monthly Charge Date, the Monthly Charges are $100, but the Net Surrender Value, before the deduction for Monthly Charges, is only $95. There is no policy debt. The policy is in the Guarantee Period, and the Guarantee Monthly Premium is $25. Premium payments of $35 were made on each Monthly Charge Date including the current one. There were no withdrawals. In this case, the Safety Test is met.

Even if the Safety Test has been met, this policy may terminate if the Policy Debt Limit is reached as described in that provision.

Part 4. Life Benefits

This life insurance policy provides a death benefit if the Insured dies while the policy is in force. Rights and benefits are also available while the Insured is living. These "Life Benefits" are discussed in this Part.

Policy Ownership

Rights Of Owner

While the Insured is living, the Owner may exercise all rights given by this policy or allowed by us. These rights include changing Beneficiaries, changing ownership, assigning this policy, enjoying all policy benefits, and exercising all policy options.

Changing The Owner Or Beneficiary

While the Insured is living, the Owner or any Beneficiary may be changed by Written Request. However, the consent of any Irrevocable Beneficiary is needed to change that Beneficiary designation. We do not limit the number of changes that may be made. The change will take effect as of the date the request is signed, even if the Insured's death occurs before we receive it. Each change will be subject to any payment we made or other action we took before receiving the Written Request.

Assigning This Policy

This policy may be assigned. However, for any assignment to be binding on us, we must receive a signed copy of it at our Home Office or Administrative Office. We will not be responsible for the validity of any assignment. Unless otherwise specified by the Owner, the assignment will take effect as of the date the notice of assignment is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of this notice.

Once we receive a signed copy of an assignment, the rights of the Owner and the interest of any Beneficiary or any other person will be subject to the assignment. An assignment is subject to any policy debt. Policy debt is discussed in the **Right To Make Loans** provision in this Part.

Annual Report

Each year after the Policy Anniversary Date, we will mail an annual report to the Owner. There will be no charge for this report. This report will include the beginning and end dates of the current report period and will show the Account Value at the beginning of the preceding Policy Year and all premiums paid since that time. It also will show the additions to, and deductions from, the Account Value during that Year (including premiums paid, Monthly Charges, amounts withdrawn and withdrawal charges), and the Account Value, death benefit, Net Surrender Value, and policy debt as of the current Policy Anniversary Date.

The annual report also will include any additional information required by applicable law or regulation.

This Policy's Share In Dividends

Policy Is Participating

This policy is "participating," which means it may or may not share in any dividends we pay.

Each year we determine how much money can be paid as dividends. This is called divisible surplus. We then determine how much of this divisible surplus is to be allocated to this policy. This determination is based on this policy's contribution to divisible surplus. Since we do not expect this policy to contribute to divisible surplus, we do not expect that any dividends will be payable on this policy.

Any dividends allocated to this policy will be payable on Policy Anniversary Dates.

How Dividends May Be Used

Dividends may be used in a number of ways. These are called dividend options.

There are four basic dividend options.

Cash - Dividends will be paid in cash.

Account Value Additions - Dividends will be added to the Account Value of this policy.

Paid-Up Additions - Dividends will be used to buy additional level paid-up insurance. The amount of paid-up insurance will be determined by applying the dividend, on the date credited, as a net single premium at the Attained Age of the Insured on that date. The value of the paid-up insurance will be the net single premium, on the same basis, at the Attained Age of the Insured. The amount of any paid-up additions will be added to the death benefit; and the value of any paid-up additions will be added to the Net Surrender Value. However, determination of Account Value, Insurance Charges, and Minimum Death Benefit ignore paid-up additions.

Reduced Monthly Charges - Dividends will be used to reduce the monthly deductions we make from the Account Value to pay the Monthly Charges.

A dividend option may be elected in the application. It may be changed by the Owner up to 31 days after the dividend becomes payable. If no dividend option is in effect when a dividend becomes payable, we will apply any dividends payable under the paid-up additions dividend option.

Dividend After Death Of Insured

If the Insured's death occurs after the first Policy Year, the death benefit will include a pro rata share of any dividend allocated to the policy for the Policy Year that death occurs.

Right To Change The Face Amount

While this policy is in force, the Face Amount may be changed. Any change in the Face Amount will be effective on a Monthly Charge Date. We may limit the number and the size of the changes in a Policy Year.

Increases In The Face Amount

While the Insured is living, the Face Amount of this policy may be increased upon written application. Evidence of insurability, satisfactory to us, is required for each increase. The amount of each increase must be for at least the Minimum Face Amount Increase shown in the Policy Specifications.

If the Net Surrender Value is insufficient to continue the changed policy in force for three months at the new Monthly Charges and interest, we may require a payment sufficient to increase the Net Surrender Value to such amount.

Any increase elected under any insurability protection type of rider will be effective as stated in that rider. Any other increase in the Face Amount will be effective on the Monthly Charge Date that is on, or precedes, the date we approve the application.

Insurance Charges and Face Amount Charges for each increase elected are determined and deducted from the Account Value of this policy as described in the **Monthly Charges** provision in Part 3. These charges will be deducted from the Account Value beginning on the effective date of the increase. Additional surrender charges (discussed later in the **Net Surrender Value** provision in this Part) and additional Face Amount Charges (as discussed previously in the Face Amount Charge provision in Part 3) will apply for each increase elected.

No increase in the Face Amount will be permitted after the Policy Anniversary Date nearest the maximum issue age for this product at the time the increase is requested.

Decreases In The Face Amount

After the first Policy Year, the Face Amount may be decreased by the Owner's Written Request while the Insured is living. However, the decrease must not reduce the Face Amount to an amount less than the Minimum Face Amount shown in the Policy Specifications. No decrease is permitted within one year following the effective date of any increase.

Any decrease is effective on the Monthly Charge Date that is on, or precedes, the date we receive the Written Request. If a decrease follows one or more increases, the decrease is taken from the most recent increase(s).

Any surrender charge due upon a decrease in the Face Amount is deducted from the Account Value on the effective date of the decrease. Surrender charges are discussed in the **Net Surrender Value** provision in this Part.

The surrender charge taken will not exceed the pro rata surrender charge for the decrease in Face Amount. This pro rata surrender charge is determined by multiplying the percentage that each Face Amount segment has been decreased by the surrender charge for each Face Amount segment. The percentage of surrender charge for a decreased Face Amount segment that remains in force after a decrease is equal to 1 minus the percentage of the surrender charge taken for the Face Amount segment that remains in force. We will send you a new Table Of Surrender Charges for the remaining Face Amount. Surrender charges are discussed in the **Net Surrender Value** provision in this Part.

Evidence Of Changes

If the Face Amount is changed, we will send the Owner any revised or additional Policy Specifications for attachment to this policy. If the Face Amount is increased, we will also send a copy of the application for the increase. However, we have the right to require that the policy be sent to us to make the change.

Borrowing Against This Policy

Right To Make Loans

Once the Account Value exceeds any surrender charges that apply, the Owner may borrow against this policy while the Insured is living. However, we reserve the right to limit loans in the first Policy Year. The policy must be properly assigned to us before the loan is made. The policy will be the sole security of the loan. No other collateral is needed. We refer to all outstanding loans plus accrued interest as "policy debt."

We may delay the granting of any loan for up to six months, except for a loan to pay premiums to us.

Maximum Loan Available

There is a maximum amount that can be borrowed on any date. It is the amount that, with loan interest on it to the next Policy Anniversary Date, will equal the current Account Value less surrender charges. This maximum amount will be reduced by any outstanding policy debt.

Interest On Loans

Interest on loans is not due in advance. This interest accrues each day and becomes part of the policy debt.

Interest is due on each Policy Anniversary Date. The fixed loan interest rate is shown in the Policy Specifications. If interest is not paid when due, it will be added to the loan and will bear interest at the rate payable on the loan.

Example: You have a loan of $1,000. Suppose the interest due on the next Policy Anniversary Date is $50. If it is not paid on that date, we will add it to the existing loan. From then on, the loan will be $1,050 and interest will be charged on this new amount.

Policy Debt Limit

Policy debt (which includes accrued interest) may not equal or exceed the Account Value less any surrender charges that apply. If this limit is reached, we can terminate this policy. To terminate for this reason, we must mail written notice to the Owner and any assignee shown in our records at their last known addresses. This notice will state the amount needed to bring the policy debt back within the limit. If we do not receive payment within 61 days after the date we mail the notice, the Account Value will be reduced by any surrender charges that apply and this policy will terminate without value at the end of those 61 days.

Our right to terminate this policy under the terms of this provision applies whether or not the Safety Test has been met.

Repayment Of Policy Debt

All or part of any policy debt may be repaid at any time while the Insured is living. However, policy debt can be repaid only while this policy is in force. Loan repayments will be credited on the date we receive them at our Home Office or Administrative Office.

Loan repayments must be clearly identified as such; otherwise, they will be considered premium payments.

Surrendering This Policy And Making Withdrawals

Right To Surrender

This policy may be surrendered for its Net Surrender Value (see next provision) at any time while the policy is in force and the Insured is living. This policy will terminate as of the date of surrender.

Net Surrender Value

The Net Surrender Value of this policy is equal to the Account Value less any surrender charges that apply and less any policy debt. The surrender charge for this policy is the sum of the surrender charges for the Initial Face Amount and all Face Amount increases. These charges are shown in the Table(s) Of Surrender Charges of the Policy Specifications. In no event will the Net Surrender Value be less than zero.

Making Withdrawals

After the first Policy Year, withdrawals may be made by Written Request at any time while the policy is in force and the Insured is living. However, we will only allow one withdrawal in a 12 month period. We may, in the future, allow withdrawals on a more frequent basis. Any change in the availability of withdrawals will apply uniformly to all policies.

A withdrawal will be effective on the date we receive the Written Request.

On the date of a withdrawal, the Account Value of this policy is reduced by the amount of the withdrawal. The withdrawal amount includes the withdrawal fee. The Maximum Withdrawal Fee that can be taken with each withdrawal is shown in the Policy Specifications.

Withdrawals will be subject to the following limits:

- The minimum amount of a withdrawal (including the withdrawal fee) is $100;
- The maximum amount of a withdrawal on any date is 75% of the Net Surrender Value of this policy on that date; and
- The Face Amount after a withdrawal must not be less than the Minimum Face Amount shown in the Policy Specifications.

The Face Amount will be decreased if:

- Death Benefit Option 1 or Death Benefit Option 3 is in effect, as described in the **Death Benefit Options** provision in Part 5; and
- The Minimum Death Benefit (also described in Part 5) after the withdrawal would be less than the amount of benefit provided by that Death Benefit Option; and
- We have not received evidence of insurability satisfactory to us.

In this case, the Face Amount will be decreased by an amount equal to the excess of (A) over (B), where:

(A) is the withdrawal amount; and
(B) is the lowest amount of withdrawal that would reduce the Minimum Death Benefit below the amount of benefit provided by the Death Benefit Option in effect just after the withdrawal.

If a decrease follows one or more Face Amount increases, the decrease is taken from the most recent increase(s).

Example: Death Benefit Option 1 is in effect and you make a withdrawal without furnishing us satisfactory evidence of insurability. Prior to your withdrawal, your policy has a Face Amount of $200,000, an Account Value of $25,000, and a Minimum Death Benefit of $50,000 (the Death Benefit Factor is 2.00). If you make a withdrawal of $10,000, the Account Value will be reduced to $15,000, the Minimum Death Benefit will be reduced to $30,000, the Face Amount will be reduced to $190,000, and $9,975 ($10,000 minus the $25 withdrawal fee) is paid to you.

If the Face Amount is reduced due to a withdrawal, we will send the Owner any revised Policy Specifications for attachment to this policy. However, we have the right to require that the policy be sent to us to make the changes.

How We Pay

Any withdrawal made will be paid in one sum. If the policy is surrendered, the Net Surrender Value may be paid in one sum or it may be applied under any payment option elected. See Part 6.

We may delay paying any surrender or withdrawal for up to six months from the date we receive the Written Request.

Reinstating This Policy

When Policy May Be Reinstated

After this policy has terminated, it may be reinstated -- that is, put back in force. Reinstatement may be made within three years after the date of termination. However, the policy may not be reinstated if it has been surrendered for its Net Surrender Value.

Requirements To Reinstate

A written application and evidence of insurability satisfactory to us is required to reinstate. Also, a premium is required as a cost to reinstate. This cost is the amount of premium needed to keep the policy in force for three months after reinstatement. This amount will be quoted on request.

Policy After Reinstatement

The policy will be reinstated on the Monthly Charge Date that is on, or precedes, the date we approve the application. The Face Amount on the date of reinstatement will be the Face Amount on the termination date. The Account Value on the date of reinstatement will be the reinstatement premium paid, less any premium expense charge and less any Monthly Charges due on that date. We do not reinstate policy debt.

If Surrender Charges were taken when this policy terminated, the applicable Surrender Charges will not be reinstated. Otherwise, the Table of Surrender Charges (shown in the Policy Specifications) will apply upon reinstatement as though the policy had not terminated.

Our rights to contest the validity of, and terminate, this policy begin again on the date of reinstatement. See the **Representations And Contestability** provision in Part 1.

Reports To Owner

Illustrative Report In addition to the annual reports, after the first Policy Year we will send an illustrative report of guaranteed and non-guaranteed values to the Owner upon Written Request. We may limit the number of illustrations in any Policy Year.

Part 5. The Death Benefit

The death benefit is the amount of money we will pay when we receive due proof at our Home Office or Administrative Office that the Insured has died while the policy was in force. Payment of the Death Benefit is subject to the **Representations And Contestability** provision in Part 1. We discuss the death benefit in this Part.

Amount Of Death Benefit If the Insured dies while this policy is in force, the death benefit will be the amount of benefit provided by the Death Benefit Option in effect on the date of death, reduced by any policy debt outstanding on the date of death and any unpaid premium amount needed to avoid termination under the **Grace Period And Termination** provision in Part 3.

Death Benefit Options Three Death Benefit Options, described here, are available under this policy. The Death Benefit Option and the Face Amount in effect for this policy are shown in the Policy Specifications. The Minimum Death Benefit is discussed in the next provision.

Death Benefit Option 1 - Under this Option, the amount of benefit is the greater of:

- The Face Amount in effect on the date of death; or
- The Minimum Death Benefit in effect on the date of death.

Death Benefit Option 2 - Under this Option, the amount of benefit is the greater of:

- The Face Amount in effect on the date of death plus the Account Value on that date; or
- The Minimum Death Benefit in effect on the date of death.

Death Benefit Option 3 - Under this Option, the amount of benefit is the greater of:

- The Face Amount in effect on the date of death, plus the sum of all premiums paid (and not refunded under the **Right To Refund Premiums** provision in Part 2) to the date of death not to include any premium payments made after the Insured's Attained Age 90; or
- The Minimum Death Benefit in effect on the date of death.

This Option is also available with interest applied to all premiums paid (and not refunded) for the first 5 Policy Years. This interest only increases the Death Benefit available under this option; it is not credited to the Account Value of this policy. Election of the interest option must be made at the time of application. The interest rate for this interest option is declared monthly and credited on each Monthly Charge Date during the first 5 Policy Years, although we do not guarantee that the interest

rate will be greater than zero. Interest is credited on the cumulative premiums paid, including any interest previously credited. For purposes of determining the adjusted Face Amount when a Death Benefit Option is changed as described in the **Changes In The Death Benefit** provision, premiums accumulated with interest under this interest option are considered as premiums paid.

Minimum Death Benefit

The Minimum Death Benefit on any date is equal to the Account Value on that date multiplied by the Death Benefit Factor for the Insured's Attained Age on that date. The Death Benefit Factor for each Attained Age is shown in the Policy Specifications.

Changes In The Death Benefit Option

After the first Policy Year, the Death Benefit Option may be changed upon Written Request while the Insured is living. The Death Benefit Option may not be changed to Death Benefit Option 3.

A change in the Death Benefit Option will be effective on the Monthly Charge Date that is on, or precedes, the date we approve the change.

When the Death Benefit Option is changed, the Face Amount of this policy also changes on the effective date of the change as follows (all amounts are as of the date of change):

- Option 1 to Option 2: Decreased by an amount equal to the Account Value;
- Option 2 to Option 1: Increased by an amount equal to the Account Value;
- Option 3 to Option 1: Increased by an amount equal to the sum of all premiums paid (and not refunded under the **Right To Refund Premiums** provision) not to include any premium payments made after the Insured's Attained Age 90;
- Option 3 to Option 2: Increased by an amount equal to the sum of all premiums paid (and not refunded under the **Right To Refund Premiums** provision) not to include any premium payments made after the Insured's Attained Age 90, and then decreased by an amount equal to the Account Value.

A change in the Death Benefit Option may follow one or more increases in the Face Amount of this policy. In this case:

- If the Face Amount increases, the change will increase the most recent increase; and
- If the Face Amount decreases, the change will decrease the most recent increase(s).

No change in the Death Benefit Option will be allowed if the Face Amount after the change would be less than the Minimum Face Amount shown in the Policy Specifications.

We may limit the number of Death Benefit Option changes in any Policy Year.

If the Death Benefit Option or the Face Amount is changed, we will send the Owner any revised Policy Specifications for attachment to this policy.

When We Pay

The death benefit will be paid within 30 days after the date we receive due proof of the Insured's death, and any other requirements necessary for us to make payment, at our Home Office or Administrative Office.

Interest On Death Benefit

We will add interest from the date of the Insured's death to the date of a lump sum payment or the effective date of a payment option payment. The amount of interest will be computed using an effective annual rate not less than 3% or, if greater, the annual rate required by applicable law. If Death Benefit Option 3 with interest applied to premiums is in effect, interest will accumulate separately on the Face Amount and the premiums paid. From the date of death to the date of payment, the interest paid on the Face Amount will be computed using an effective rate of not less than 3% or, if greater, the annual rate required by applicable law. The interest paid on the premiums paid will be the greater of the interest rate then in effect for Death Benefit Option 3 with interest paid on premiums, 3% and the annual rate required by law.

Additional interest will be added to the date of payment at an effective annual rate of 10% beginning 31 days from the later of:

- The date we receive due proof of the Insured's death; and
- The date we receive sufficient information to determine our liability, the extent of the liability, and the appropriate beneficiary legally entitled to the proceeds; and
- The date that legal impediments to payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to us. Legal impediments to payment include, but are not limited to (a) the establishment of guardianships and conservatorships: (b) the appointment and qualification of trustees, executors and administrators; and (c) the submission of information required to satisfy state and federal reporting requirements.

Part 6. Payment Options

These are optional methods of settlement. These methods provide alternate ways in which payment can be made by us.

Availability Of Options

All or part of the death benefit or Net Surrender Value may be applied under any payment option. If this policy is assigned, any amount due to the assignee will be paid in one sum. The balance, if any, may be applied under any payment option.

Minimum Amounts

If the amount to be applied under any option for any one person is less than $10,000, we may pay the amount in one sum instead. If the payments under any option come to less than $100 each, we have the right to make payments at less-frequent intervals.

Description Of Options

Our regular payment options are Options 1 through 6. They are described in terms of monthly payments. Annual, semiannual, or quarterly payments may be requested instead. The Payment Option Rates tables are shown after Part 7.

Option 1

Installments For A Specified Period. Equal monthly payments will be made for any period selected, up to 30 years. The amount of each payment depends on the total amount applied, the period selected, and the monthly income rates we are using when the first payment is due. See the Option 1. Installments For A Specified Period table for the minimum monthly income rates.

Option 2

Life Income. Equal monthly payments will be based on the life of a named person. Payments will continue for the lifetime of that person. Income with or without a minimum payment period may be elected. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named person's age, satisfactory to us, will be required. See the Option 2. Life Income tables for the minimum monthly income rates.

Option 3

Interest. We will hold any amount applied under this option. Interest on the amount will be paid at an effective annual rate determined by us. This rate will not be less than 1%.

Option 4

Installments Of Specified Amount. Each payment will be made for an agreed fixed amount. The total amount paid during the first year must be at least 6% of the total amount applied. Interest will be credited each month on the unpaid balance and added to it. This interest will be at an effective annual rate determined by us, but not less than 1%. Payments continue until the balance we hold is reduced to an amount less than the agreed fixed amount. The last payment will be for the balance only.

Option 5

Life Income With Payments Guaranteed For Amount Applied. Equal monthly payments will be based on the life of a named person. Payments will be made until the total amount paid equals the amount applied, and as long thereafter as the named person lives. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named person's age, satisfactory to us, will be required. See the Option 5. Life Income With Payments Guaranteed For Amount Applied tables for the minimum monthly income rates.

Option 6

Joint Life Income With Reduced Payments To Survivor. Monthly payments will be based on the lives of two named persons. Payments at the initial level will continue while both are living or for 10 years if longer. When one dies (but not before the 10 years has elapsed), payments are reduced by one-third and will continue at that level for the lifetime of the other. After the 10 years has elapsed, payments stop when both named persons have died. This benefit may be increased by the **Alternate Life Income** provision (in this Part). Proof of the named persons' ages, satisfactory to us, will be required. See the Option 6. Joint Life Income With Reduced Payments To Survivor tables for the minimum monthly income rates.

Alternate Life Income

If Option 2, 5, or 6 is elected, the named person(s) can elect to receive an alternate life income instead of receiving income based on the rates shown in the Payment Option Rates tables. The election must be made at the time the income is to begin. The monthly alternate life income will be at least equal to the monthly income provided by a new single premium immediate annuity (first payment immediate), based on our published rates then in use when the payment option is elected. The alternate life income will not be available if we are not offering new single premium immediate annuities at the time of election.

Electing A Payment Option

To elect any payment option, we require a Written Request. The Owner may elect an option during the Insured's lifetime. If the death benefit is payable in one sum when the Insured dies, the Beneficiary may elect an option with our consent.

Effective Date And Payment Dates

The effective date of a payment option is the date the amount is applied under that option. For a death benefit, this is the date that due proof of the Insured's death is received at our Home Office or Administrative Office. For the Net Surrender Value, it is the effective date of surrender.

The first payment is due on the effective date, except the first payment under Option 3 is due one month later. A later date for the first payment may be requested in the payment option election. All payment dates will fall on the same day of the month as the first one. No payment will become due until a payment date. No part payment will be made for any period shorter than the time between payment dates.

Example: Monthly payments of $100 are being made to your son on the 1st of each month. He dies on the 10th. No part payment is due your son or his estate for the period between the 1st and the 10th.

Withdrawals And Changes

If provided in the payment option election, all or part of the unpaid balance under Option 3 or 4 may be withdrawn or applied under any other option.

If the Net Surrender Value is applied under Option 3 or 4, we may delay payment of any withdrawal for up to six months. In this case, interest at the rate in effect for Option 3 during this period will be paid on the amount withdrawn.

Income Protection

To the extent permitted by law, each option payment and any withdrawal shall be free from legal process and the claim of any creditor of the person entitled to them. No option payment and no amount held under an option can be taken or assigned in advance of its payment date, unless the Owner's written consent is given before the Insured dies. This consent must be received at our Home Office or Administrative Office.

Other Payment Option Rules

Options for any amount payable to an association, corporation, partnership, or fiduciary are available only with our consent. However, a corporation or partnership may apply any amount payable to it under Option 2, 5, or 6 if the option payments are based on the life or lives of the Insured, the Insured's spouse, any child of the Insured, or any other person agreed to by us.

If a minimum payment period is elected under Options 1, 2, 5, and 6, the effective annual interest rate will not be less than 1%. This does not apply when an alternate life income is elected.

If a minimum payment period is elected, after the first payment is made we may increase the payments to reflect any additional interest earnings determined by us. This does not apply when an alternate life income is elected.

If the income that would be payable under a given payment option is the same for two or more periods of time at a given age, we automatically will pay income for the longest period.

Example: You choose Option 2. You are 50 years old. The Payment Option Rate (for Option 2) is $3.64 for 5 years. The Payment Option Rate for 10 years is also $3.64. We will pay income for at least 10 years, which is the longest period.

Part 7. Notes On Our Computations

This Part covers some technical points about this policy.

Basis Of Computation

The basis of computation consists of the mortality rates and interest rates we use to determine:

- The minimum Net Surrender Values;
- The maximum monthly Insurance Charges;
- The minimum rate used to credit interest on the Account Value of the policy; and
- The minimum payments under payment Options 2, 5, and 6.

The mortality rates for the minimum Net Surrender Values and for the maximum monthly Insurance Charges are shown in each Table Of Maximum Monthly Insurance Charges. The Minimum Annual Interest Rate used to credit interest on the Account Value of the policy is shown in the Policy Specifications. The mortality tables specified apply to amounts in a standard risk classification. Appropriate modifications are made to these tables for any amount that is not in a standard risk classification.

In computing the minimum payments under payment Options 2, 5, and 6, we use mortality rates from the Annuity 2000 Table with Projection G for 50 Years. The interest rate used is an annual rate of 1%.

Method Of Computing Values

When required by the state where this policy was delivered, we filed a detailed statement of the method we use to compute the policy benefits and values. These benefits and values are not less than those required by the laws of that state.

OPTION 1. INSTALLMENTS FOR A SPECIFIED PERIOD - PAYMENT OPTION RATES	
MONTHLY INCOME PER $1,000 OF AMOUNT APPLIED	
Years	Monthly Income
1	$ 83.71
2	42.07
3	28.18
4	21.24
5	17.08
6	14.30
7	12.32
8	10.83
9	9.68
10	8.75
11	7.99
12	7.36
13	6.83
14	6.37
15	5.98
16	5.63
17	5.33
18	5.05
19	4.81
20	4.59
21	4.40
22	4.22
23	4.05
24	3.90
25	3.76
26	3.64
27	3.52
28	3.41
29	3.31
30	3.21
The first income payment is payable on the effective date of this Option.	

OPTION 2. LIFE INCOME - PAYMENT OPTION RATES OPTION 5. LIFE INCOME WITH PAYMENTS GUARANTEED FOR AMOUNT APPLIED - PAYMENT OPTION RATES					
MONTHLY LIFE INCOME PER $1,000 OF AMOUNT APPLIED UNISEX					
AGE*	LIFE ONLY	5 YEARS MINIMUM	10 YEARS MINIMUM	20 YEARS MINIMUM	AMOUNT APPLIED
50	$2.48	$2.48	$2.48	$2.46	$2.36
51	2.53	2.53	2.52	2.50	2.40
52	2.58	2.58	2.57	2.55	2.44
53	2.63	2.63	2.63	2.60	2.48
54	2.69	2.69	2.68	2.65	2.53
55	2.75	2.74	2.74	2.70	2.57
56	2.81	2.80	2.80	2.76	2.62
57	2.87	2.87	2.86	2.82	2.67
58	2.94	2.94	2.93	2.87	2.72
59	3.01	3.01	3.00	2.94	2.77
60	3.08	3.08	3.07	3.00	2.83
61	3.16	3.16	3.15	3.06	2.89
62	3.25	3.24	3.23	3.13	2.95
63	3.34	3.33	3.31	3.20	3.01
64	3.43	3.42	3.40	3.27	3.07
65	3.53	3.52	3.50	3.35	3.14
66	3.64	3.63	3.60	3.42	3.22
67	3.75	3.74	3.70	3.50	3.29
68	3.87	3.86	3.81	3.57	3.37
69	4.00	3.98	3.93	3.65	3.46
70	4.13	4.12	4.06	3.73	3.54
71	4.28	4.26	4.19	3.81	3.63
72	4.43	4.41	4.32	3.89	3.74
73	4.60	4.57	4.47	3.96	3.84
74	4.78	4.74	4.62	4.03	3.95
75	4.97	4.93	4.78	4.10	4.06
76	5.17	5.12	4.94	4.17	4.18
77	5.39	5.33	5.11	4.24	4.30
78	5.62	5.55	5.29	4.30	4.44
79	5.87	5.78	5.48	4.35	4.58
80	6.15	6.04	5.68	4.40	4.73
81	6.44	6.30	5.88	4.45	4.90
82	6.76	6.59	6.08	4.49	5.07
83	7.10	6.90	6.29	4.52	5.28
84	7.48	7.23	6.51	4.54	5.48
85	7.88	7.59	6.72	4.56	5.70
Rates for other ages are available upon request. *Age on birthday nearest the due date of the first payment. The first income payment is payable on the effective date of this Option.					

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES										
MONTHLY LIFE INCOME PER $1,000 OF AMOUNT APPLIED UNISEX1 & UNISEX2										
UNISEX1	UNISEX2 IS YOUNGER THAN UNISEX1 BY:									
AGE*	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
55	$2.37	$2.39	$2.41	$2.44	$2.46	$2.49	$2.52	$2.54	$2.57	$2.59
56	2.41	2.43	2.46	2.49	2.51	2.54	2.57	2.59	2.62	2.65
57	2.45	2.48	2.51	2.53	2.56	2.59	2.62	2.65	2.67	2.70
58	2.50	2.53	2.56	2.58	2.61	2.64	2.67	2.70	2.73	2.76
59	2.55	2.58	2.51	2.64	2.67	2.70	2.73	2.76	2.79	2.82
60	2.60	2.63	2.66	2.69	2.72	2.76	2.79	2.82	2.86	2.89
61	2.65	2.69	2.72	2.75	2.78	2.82	2.85	2.89	2.92	2.96
62	2.71	2.74	2.78	2.81	2.85	2.88	2.92	2.95	2.99	3.03
63	2.77	2.80	2.84	2.88	2.91	2.95	2.99	3.03	3.07	3.10
64	2.83	2.87	2.90	2.94	2.98	3.02	3.06	3.10	3.14	3.18
65	2.90	2.93	2.97	3.01	3.05	3.10	3.14	3.18	3.22	3.27
66	2.96	3.00	3.05	3.09	3.13	3.18	3.22	3.27	3.31	3.36
67	3.03	3.08	3.12	3.17	3.21	3.26	3.31	3.35	3.40	3.45
68	3.11	3.16	3.20	3.25	3.30	3.35	3.40	3.45	3.50	3.55
69	3.19	3.24	3.29	3.34	3.39	3.44	3.49	3.55	3.60	3.66
70	3.27	3.32	3.37	3.43	3.48	3.54	3.59	3.65	3.71	3.77
71	3.36	3.41	3.47	3.52	3.58	3.64	3.70	3.76	3.82	3.88
72	3.45	3.51	3.57	3.63	3.69	3.75	3.81	3.88	3.94	4.00
73	3.55	3.61	3.67	3.73	3.80	3.86	3.93	4.00	4.07	4.13
74	3.65	3.72	3.78	3.85	3.92	3.99	4.06	4.13	4.20	4.27
75	3.76	3.83	3.90	3.97	4.04	4.11	4.19	4.26	4.34	4.42
76	3.87	3.94	4.02	4.09	4.17	4.25	4.33	4.41	4.49	4.57
77	3.99	4.07	4.15	4.23	4.31	4.39	4.47	4.56	4.64	4.73
78	4.12	4.20	4.28	4.37	4.45	4.54	4.63	4.72	4.81	4.90
79	4.25	4.34	4.42	4.51	4.61	4.70	4.79	4.88	4.98	5.07
80	4.39	4.48	4.57	4.67	4.77	4.86	4.96	5.06	5.16	5.26
81	4.54	4.63	4.73	4.83	4.93	5.04	5.14	5.24	5.35	5.45
82	4.69	4.79	4.90	5.00	5.11	5.22	5.33	5.43	5.54	5.65
83	4.85	4.96	5.07	5.18	5.29	5.41	5.52	5.63	5.75	5.86
84	5.02	5.13	5.25	5.36	5.48	5.60	5.72	5.84	5.96	6.07
85	5.19	5.31	5.43	5.56	5.68	5.81	5.93	6.05	6.17	6.29

Rates for other ages are available upon request.
*Age on birthday nearest the due date of the first payment.
The first income payment is payable on the effective date of this Option.

OPTION 6. JOINT LIFE INCOME WITH REDUCED PAYMENTS TO SURVIVOR - PAYMENT OPTION RATES						
MONTHLY LIFE INCOME PER $1,000 OF AMOUNT APPLIED UNISEX1 & UNISEX2						
UNISEX1	UNISEX2 IS OLDER THAN UNISEX1 BY:					
AGE*	SAME AGE	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
55	$2.62	$2.65	$2.67	$2.70	$2.73	$2.76
56	2.68	2.70	2.73	2.76	2.79	2.82
57	2.73	2.76	2.79	2.82	2.85	2.88
58	2.79	2.82	2.86	2.89	2.92	2.95
59	2.86	2.89	2.92	2.95	2.99	3.02
60	2.92	2.96	2.99	3.03	3.06	3.10
61	2.99	3.03	3.07	3.10	3.14	3.18
62	3.07	3.10	3.14	3.18	3.22	3.26
63	3.14	3.18	3.22	3.27	3.31	3.35
64	3.23	3.27	3.31	3.35	3.40	3.44
65	3.31	3.36	3.40	3.45	3.49	3.54
66	3.40	3.45	3.50	3.55	3.59	3.64
67	3.50	3.55	3.60	3.65	3.70	3.75
68	3.60	3.66	3.71	3.76	3.81	3.86
69	3.71	3.77	3.82	3.88	3.93	3.99
70	3.82	3.88	3.94	4.00	4.06	4.11
71	3.94	4.00	4.07	4.13	4.19	4.25
72	4.07	4.13	4.20	4.26	4.33	4.39
73	4.20	4.27	4.34	4.41	4.47	4.54
74	4.34	4.42	4.49	4.56	4.63	4.70
75	4.49	4.57	4.64	4.72	4.79	4.86
76	4.65	4.73	4.81	4.88	4.96	5.04
77	4.81	4.90	4.98	5.06	5.14	5.22
78	4.98	5.07	5.16	5.24	5.33	5.41
79	5.16	5.26	5.35	5.43	5.52	5.60
80	5.35	5.45	5.54	5.63	5.72	5.81
81	5.55	5.65	5.75	5.84	5.93	6.02
82	5.76	5.86	5.96	6.05	6.15	6.23
83	5.97	5.07	6.17	6.27	6.37	6.46
84	6.18	6.29	6.40	6.50	6.59	6.68
85	6.41	6.52	6.62	6.73	6.82	6.91

Rates for other ages are available upon request.
*Age on birthday nearest the due date of the first payment.
The first income payment is payable on the effective date of this Option.

Massachusetts Mutual
Life Insurance Company

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

Flexible Premium Adjustable Life Insurance Policy

This Policy provides that:

- A death benefit is payable when the Insured dies.
- Within specified limits, flexible premiums may be paid during the Insured's lifetime, prior to the Insured's Attained Age 100.
- This policy is participating - Annual dividends may or may not be paid.
- Monthly Charges are adjustable, but cannot be more that the maximums shown in the Policy Specifications.

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.

Other Insured Rider

This rider provides a level amount of term insurance on the life of an Other Insured. This insurance is convertible for a limited period. We discuss this rider, and the rules that apply to it, in the provisions that follow. This rider has no surrender or loan value.

Rider Part Of The Policy

This rider is made a part of this policy as of the earliest Rider Issue Date for this rider, in return for the application for this rider and the payment of monthly rider charges. Monthly rider charges are discussed later in this rider. All the provisions of this policy apply to this rider, except for those that are inconsistent with this rider.

Rider Benefit

This rider provides a death benefit. If the Other Insured dies before the Rider Expiration Date and while the Rider Face Amount is in force, we will pay the death benefit provided by this rider for the Other Insured. The death benefit will be the Rider Face Amount in effect on the date of death, reduced by any unpaid monthly rider charges to the date of death. The Rider Face Amount for the Other Insured is shown in the Policy Specifications for this rider.

The Parties Involved - Owner, Other Insured, Rider Beneficiary

The **Owner** is the person who owns this policy, as shown in the Policy Specifications.

The **Other Insured** is the person whose life this rider insures. The Other Insured is named in the Policy Specifications for this rider.

A **Rider Beneficiary** is any person named in our records to receive the death benefit after the Other Insured dies. The Rider Beneficiary for the Other Insured is shown in the Policy Specifications.

Dates - Rider Date, Rider Anniversary Date, Rider Year, Rider Issue Date, Rider Expiration Date

The **Rider Date** for the Other Insured is shown in the Policy Specifications for this rider. It is the starting point for determining the Rider Anniversary Dates. The first **Rider Anniversary Date** is one year after the Rider Date. The period from the Rider Date to the first Rider Anniversary Date, or from one Rider Anniversary Date to the next, is called a **Rider Year**.

The **Rider Issue Date** for the Other Insured is also shown in the Policy Specifications for this rider. This Date starts the contestability and suicide periods for insurance on the Other Insured. We discuss contestability and suicide later in this rider. The Initial Rider Face Amount is in force from its Rider Issue Date or, if later, the date the first premium under this policy is paid.

The **Rider Expiration Date** (also shown in the Policy Specifications for this rider) is the date insurance coverage for the Other Insured ends. While coverage under this rider is in force, it will continue to, but not including, the Rider Expiration Date.

Ages - Rider Issue Age, Rider Attained Age

The **Rider Issue Age** for the Other Insured (shown in the Policy Specifications for this rider) is the age of the Other Insured on the birthday nearest the Rider Date.

The **Rider Attained Age** for the Other Insured is the Rider Issue Age increased by the number of full Rider Years elapsed.

Rider Charges

Each month while this rider is in force, charges for this rider are due on each Monthly Charge Date until the Rider Expiration Date.

Charges will be deducted monthly from the Account Value of this policy.

The monthly charge for this rider equals the sum of the charge for the Rider Face Amount and the rider flat charge, if any. The maximum monthly rider charge rates per $1,000 of Rider Face Amount and any rider flat charges for the Other Insured are shown in the Table(s) Of Maximum Monthly Rider Charges of the Policy Specifications for this rider. Maximum monthly rider charge rates and rider flat charges for each segment of the Rider Face Amount issued in a distinct risk class will be shown in a separate table.

We may charge less than the maximum monthly rider charges shown in the table(s). In this case, the monthly rider charge rates will be based on our expectations for future mortality, investment earnings, persistency and expense results, capital and reserve requirements, taxes, and future profits. Any change in these charges will apply to all individuals in the same class as the Other Insured.

Increases In The Rider Face Amount

While insurance coverage under this rider is in force for the Other Insured and the Other Insured is living, the Rider Face Amount for the Other Insured may be increased upon written application. We require evidence of insurability, satisfactory to us, for an increase. The amount of each increase must be for at least the Minimum Face Amount Increase shown in the Policy Specifications. However, the Rider Face Amount for the Other Insured cannot exceed the policy Face Amount in effect at that time.

Any increase in the Rider Face Amount for the Other Insured elected under an insurability protection type of rider will be effective as directed in that rider. Any other increase will be effective on the policy Monthly Charge Date that is on, or precedes, the date we approve the application for it. Monthly rider charges for an increase will be deducted from the policy Account Value starting on the effective date of the increase.

No increase in the Rider Face Amount will be permitted after the Policy Anniversary Date nearest the maximum issue age for this rider at the time the increase is requested.

Decreases In The Rider Face Amount

After the first Rider Year, the Rider Face Amount may be decreased by the Owner's Written Request. However, the decrease must not reduce the Rider Face Amount to an amount less than the Minimum Rider Face Amount shown in the Policy Specifications for this rider. No decrease is permitted within one year following the effective date of any increase.

Any decrease in the Rider Face Amount will be effective on the policy Monthly Charge Date that is on, or precedes, the date we receive the Written Request. If a decrease follows one or more increases, the decrease is taken from the most recent increase(s).

Conversion While Policy Insured Is Living

While insurance coverage under this rider is in force and the policy Insured is living, the Rider Face Amount may be converted to -- that is, exchanged for -- new life insurance on the life of the Other Insured. Conversion while the policy Insured is living may be made at any time prior to the earlier of the tenth Rider Anniversary Date and the Rider Anniversary Date nearest the Other Insured's Attained Age 65. A written application will be needed. Evidence of insurability will not be required, however, the

addition of any riders or policy features that increase our amount at risk may be subject to evidence of insurability satisfactory to us.

Conversion will be effective on the policy Monthly Charge Date that is on, or precedes, the date we receive the written application. Insurance under this rider for the Other Insured will continue to, but not including, that Monthly Charge Date.

The new life insurance on the Other Insured will be effective on the date of the conversion. Also, it must meet the following requirements as of that date:

1. It will be flexible premium adjustable life insurance then offered by us or one of our affiliates, and that we make available for conversion, that could be purchased on the life of the Other Insured;
2. The face amount of coverage will be the Rider Face Amount then in effect for the Other Insured;
3. It will be issued at the rates then available using the age of the Other Insured on the nearest birthday and the comparable risk class(es) under this rider for the Other Insured as of the date of conversion;
4. It will be subject to any limitations of risk and any assignments in effect for the Other Insured under this rider; and
5. It will include any benefit riders only with our consent.

The new life insurance will be modified to show that the suicide and contestability periods will be measured from the date(s) applicable under this rider for the Other Insured.

Partial Conversion While Policy Insured Is Living

While insurance coverage under this rider is in force for the Other Insured and the policy Insured is living, part of the Rider Face Amount for the Other Insured may be converted to new life insurance on the life of the Other Insured. Partial conversion while the policy Insured is living may be made at any time prior to the earlier of the tenth Rider Anniversary Date and the Rider Anniversary Date nearest the Other Insured's Attained Age 65. A written application will be needed. Evidence of insurability will not be required, however, the addition of any riders or policy features that increase our amount at risk may be subject to evidence of insurability satisfactory to us.

If partial conversion follows one or more increases for the Other Insured, the part of the Rider Face Amount converted is taken from the most recent increase(s) for the Other Insured.

Conversion will be effective on the policy Monthly Charge Date that is on, or precedes, the date we receive the written application. The amount of insurance converted under this rider for the Other Insured will continue to, but not including, that Monthly Charge Date. If the amount of insurance not converted under this rider for the Other Insured is less than the Minimum Rider Face Amount shown in the Policy Specifications for this rider, it will terminate as of the effective date of conversion.

The new life insurance on the Other Insured will be effective on the date of conversion. Its face amount of coverage will be the amount converted. It must meet all the other requirements for full conversion as stated in the preceding provision. In addition, the amount of insurance to be converted must meet the minimum amount requirements of the new life insurance in effect on the date of conversion. The new life insurance will be modified to show that the suicide and contestability periods will be measured from the

date(s) applicable under this rider for the Other Insured for the part of the Rider Face Amount converted.

Conversion Upon Death Of Policy Insured

Upon the death of the Policy Insured, the Rider Face Amount in force for the Other Insured may be converted to new life insurance on that person.

Conversion upon the death of the policy Insured may be made at any time up to 90 days after the date we receive due proof of the policy Insured's death. However, conversion of the insurance on the life of the Other Insured may not be made after the earlier of the tenth Rider Anniversary Date and the Rider Anniversary Date nearest the Other Insured's Attained Age 65.

After the death of the policy Insured, insurance coverage for the Other Insured will continue in force under this rider until the effective date of the new life insurance or, if earlier, the end of the 90-day period for conversion.

In all other aspects, conversion upon the death of the policy Insured will be subject to the terms of the **Conversion While Policy Insured Is Living** provision of this rider.

Contestability

We can bring legal action to contest the validity of any life insurance coverage for the Other Insured under this rider for any material misrepresentation of a fact made in the application for that coverage. However, we cannot, in the absence of fraud, contest the validity of any life insurance coverage for the Other Insured after that coverage has been in force during the lifetime of the Other Insured for two years or, if that coverage is reinstated, two years after the date of reinstatement.

Misstatement Of Age Or Gender

If the Other Insured's date of birth or gender as given in the application is not correct, the Rider Face Amount for the Other Insured may be adjusted. Any adjustment to the Rider Face Amount will reflect the amount provided by the most recent monthly rider charge using the correct age and gender. Whether or not the Rider Face Amount is adjusted while the Other Insured is living, monthly rider charges after the correction will be based on the correct age and gender.

Suicide

If the Other Insured commits suicide, while sane or insane, within two years after any life insurance coverage for the Other Insured becomes effective and while this rider is in force, we will pay an amount equal to the monthly rider charges deducted for that coverage. This payment will be made to the Beneficiary. However, there will be no separate payment under this rider if a payment is made under the policy **Death By Suicide** provision due to suicide within two years after the policy Issue Date.

Termination Of This Rider

This rider will end on the Rider Expiration Date, if applicable. This rider will also end if any of the following occurs:

- Expiration of the 90-day conversion period upon death of the policy Insured;
- The end of the grace period for an unpaid premium under the policy;
- Termination of this policy for any other reason;
- Change of this policy to a different policy on which this rider is not available; or
- Conversion of the remaining Rider Face Amount under this rider.

Cancellation Of This Rider

This rider may be cancelled by the Owner's Written Request. Such cancellation will take effect on the policy Monthly Charge Date that is on, or precedes, the date we receive the Written Request. Insurance for the Other Insured under this rider will continue to, but not including, the effective date of cancellation.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

[ ] PRESIDENT

[ ] SECRETARY

POLICY SPECIFICATIONS
OTHER INSURED RIDER

POLICY NUMBER:	123456789
OTHER INSURED:	WILLIAM F. DOE
RELATIONSHIP TO POLICY INSURED:	SPOUSE, OR CHILD*
RIDER ISSUE AGE AND GENDER:	35 MALE
RIDER DATE:	JANUARY 1, 2008
RIDER ISSUE DATE:	JANUARY 1, 2008
RIDER EXPIRATION DATE:	JANUARY 1, 2073
INITIAL RIDER FACE AMOUNT:	$100,000
MINIMUM RIDER FACE AMOUNT:	$10,000
CONVERSION PERIOD:	JANUARY 1, 2008 to JANUARY 1, 2018

*The cost for this coverage may be included in the maximum premium limit for this policy.

TABLE OF MAXIMUM MONTHLY RIDER CHARGES
CHARGE RATES PER THOUSAND OF RIDER FACE AMOUNT
RISK CLASS: NONTOBACCO

ATTAINED AGE	MONTHLY RATE	ATTAINED AGE	MONTHLY RATE	ATTAINED AGE	MONTHLY RATE
35	0.090833	57	0.569166	79	5.072500
36	0.095833	58	0.618333	80	5.655833
37	0.100000	59	0.675000	81	6.320000
38	0.107500	60	0.743333	82	7.011666
39	0.114166	61	0.826666	83	7.757500
40	0.121666	62	0.928333	84	8.583333
41	0.131666	63	1.042500	85	9.505833
42	0.144166	64	1.162500	86	10.528333
43	0.158333	65	1.289166	87	11.645000
44	0.175000	66	1.417500	88	12.841666
45	0.194166	67	1.547500	89	14.104166
46	0.212500	68	1.687500	90	15.421666
47	0.232500	69	1.832500	91	16.660833
48	0.244166	70	2.008333	92	17.952500
49	0.257500	71	2.205000	93	19.315000
50	0.276666	72	2.463333	94	20.754166
51	0.299166	73	2.735833	95	22.265833
52	0.330000	74	3.022500	96	23.649166
53	0.363333	75	3.335833	97	25.124166
54	0.405833	76	3.677500	98	26.698333
55	0.458333	77	4.074166	99	28.378333
56	0.511666	78	4.537500		

The above rates are based on the ("Age Nearest Birthday") Commissioners 2001 Standard Ordinary Nonsmoker Mortality Table – Male.

Other Insured Rider

This rider provides a level amount of term insurance on the life of an Other Insured. This insurance is convertible for a limited period. We discuss this rider, and the rules that apply to it, in the provisions that follow. This rider has no surrender or loan value.

Rider Part Of The Policy

This rider is made a part of this policy as of the earliest Rider Issue Date for this rider, in return for the application for this rider and the payment of monthly rider charges. Monthly rider charges are discussed later in this rider. All the provisions of this policy apply to this rider, except for those that are inconsistent with this rider.

Rider Benefit

This rider provides a death benefit. If the Other Insured dies before the Rider Expiration Date and while the Rider Face Amount is in force, we will pay the death benefit provided by this rider for the Other Insured. The death benefit will be the Rider Face Amount in effect on the date of death, reduced by any unpaid monthly rider charges to the date of death. The Rider Face Amount for the Other Insured is shown in the Policy Specifications for this rider.

The Parties Involved - Owner, Other Insured, Rider Beneficiary

The **Owner** is the person who owns this policy, as shown in the Policy Specifications.

The **Other Insured** is the person whose life this rider insures. The Other Insured is named in the Policy Specifications for this rider.

A **Rider Beneficiary** is any person named in our records to receive the death benefit after the Other Insured dies. The Rider Beneficiary for the Other Insured is shown in the Policy Specifications.

Dates - Rider Date, Rider Anniversary Date, Rider Year, Rider Issue Date, Rider Expiration Date

The **Rider Date** for the Other Insured is shown in the Policy Specifications for this rider. It is the starting point for determining the Rider Anniversary Dates. The first **Rider Anniversary Date** is one year after the Rider Date. The period from the Rider Date to the first Rider Anniversary Date, or from one Rider Anniversary Date to the next, is called a **Rider Year**.

The **Rider Issue Date** for the Other Insured is also shown in the Policy Specifications for this rider. This Date starts the contestability and suicide periods for insurance on the Other Insured. We discuss contestability and suicide later in this rider. The Initial Rider Face Amount is in force from its Rider Issue Date or, if later, the date the first premium under this policy is paid.

The **Rider Expiration Date** (also shown in the Policy Specifications for this rider) is the date insurance coverage for the Other Insured ends. While coverage under this rider is in force, it will continue to, but not including, the Rider Expiration Date.

Ages - Rider Issue Age, Rider Attained Age

The **Rider Issue Age** for the Other Insured (shown in the Policy Specifications for this rider) is the age of the Other Insured on the birthday nearest the Rider Date.

The **Rider Attained Age** for the Other Insured is the Rider Issue Age increased by the number of full Rider Years elapsed.

Rider Charges

Each month while this rider is in force, charges for this rider are due on each Monthly Charge Date until the Rider Expiration Date.

Charges will be deducted monthly from the Account Value of this policy.

The monthly charge for this rider equals the sum of the charge for the Rider Face Amount and the rider flat charge, if any. The maximum monthly rider charge rates per $1,000 of Rider Face Amount and any rider flat charges for the Other Insured are shown in the Table(s) Of Maximum Monthly Rider Charges of the Policy Specifications for this rider. Maximum monthly rider charge rates and rider flat charges for each segment of the Rider Face Amount issued in a distinct risk class will be shown in a separate table.

We may charge less than the maximum monthly rider charges shown in the table(s). In this case, the monthly rider charge rates will be based on our expectations for future mortality, investment earnings, persistency and expense results, capital and reserve requirements, taxes, and future profits. Any change in these charges will apply to all individuals in the same class as the Other Insured.

Increases In The Rider Face Amount

While insurance coverage under this rider is in force for the Other Insured and the Other Insured is living, the Rider Face Amount for the Other Insured may be increased upon written application. We require evidence of insurability, satisfactory to us, for an increase. The amount of each increase must be for at least the Minimum Face Amount Increase shown in the Policy Specifications. However, the Rider Face Amount for the Other Insured cannot exceed the policy Face Amount in effect at that time.

Any increase in the Rider Face Amount for the Other Insured elected under an insurability protection type of rider will be effective as directed in that rider. Any other increase will be effective on the policy Monthly Charge Date that is on, or precedes, the date we approve the application for it. Monthly rider charges for an increase will be deducted from the policy Account Value starting on the effective date of the increase.

No increase in the Rider Face Amount will be permitted after the Policy Anniversary Date nearest the maximum issue age for this rider at the time the increase is requested.

Decreases In The Rider Face Amount

After the first Rider Year, the Rider Face Amount may be decreased by the Owner's Written Request. However, the decrease must not reduce the Rider Face Amount to an amount less than the Minimum Rider Face Amount shown in the Policy Specifications for this rider. No decrease is permitted within one year following the effective date of any increase.

Any decrease in the Rider Face Amount will be effective on the policy Monthly Charge Date that is on, or precedes, the date we receive the Written Request. If a decrease follows one or more increases, the decrease is taken from the most recent increase(s).

Conversion While Policy Insured Is Living

While insurance coverage under this rider is in force and the policy Insured is living, the Rider Face Amount may be converted to -- that is, exchanged for -- new life insurance on the life of the Other Insured. Conversion while the policy Insured is living may be made at any time prior to the earlier of the tenth Rider Anniversary Date and the Rider Anniversary Date nearest the Other Insured's Attained Age 65. A written application will be needed. Evidence of insurability will not be required, however, the

addition of any riders or policy features that increase our amount at risk may be subject to evidence of insurability satisfactory to us.

Conversion will be effective on the policy Monthly Charge Date that is on, or precedes, the date we receive the written application. Insurance under this rider for the Other Insured will continue to, but not including, that Monthly Charge Date.

The new life insurance on the Other Insured will be effective on the date of the conversion. Also, it must meet the following requirements as of that date:

1. It will be flexible premium adjustable life insurance then offered by us or one of our affiliates, and that we make available for conversion, that could be purchased on the life of the Other Insured;
2. The face amount of coverage will be the Rider Face Amount then in effect for the Other Insured;
3. It will be issued at the rates then available using the age of the Other Insured on the nearest birthday and the comparable risk class(es) under this rider for the Other Insured as of the date of conversion;
4. It will be subject to any limitations of risk and any assignments in effect for the Other Insured under this rider; and
5. It will include any benefit riders only with our consent.

The new life insurance will be modified to show that the suicide and contestability periods will be measured from the date(s) applicable under this rider for the Other Insured.

Partial Conversion While Policy Insured Is Living

While insurance coverage under this rider is in force for the Other Insured and the policy Insured is living, part of the Rider Face Amount for the Other Insured may be converted to new life insurance on the life of the Other Insured. Partial conversion while the policy Insured is living may be made at any time prior to the earlier of the tenth Rider Anniversary Date and the Rider Anniversary Date nearest the Other Insured's Attained Age 65. A written application will be needed. Evidence of insurability will not be required, however, the addition of any riders or policy features that increase our amount at risk may be subject to evidence of insurability satisfactory to us.

If partial conversion follows one or more increases for the Other Insured, the part of the Rider Face Amount converted is taken from the most recent increase(s) for the Other Insured.

Conversion will be effective on the policy Monthly Charge Date that is on, or precedes, the date we receive the written application. The amount of insurance converted under this rider for the Other Insured will continue to, but not including, that Monthly Charge Date. If the amount of insurance not converted under this rider for the Other Insured is less than the Minimum Rider Face Amount shown in the Policy Specifications for this rider, it will terminate as of the effective date of conversion.

The new life insurance on the Other Insured will be effective on the date of conversion. Its face amount of coverage will be the amount converted. It must meet all the other requirements for full conversion as stated in the preceding provision. In addition, the amount of insurance to be converted must meet the minimum amount requirements of the new life insurance in effect on the date of conversion. The new life insurance will be modified to show that the suicide and contestability periods will be measured from the

date(s) applicable under this rider for the Other Insured for the part of the Rider Face Amount converted.

Conversion Upon Death Of Policy Insured

Upon the death of the Policy Insured, the Rider Face Amount in force for the Other Insured may be converted to new life insurance on that person.

Conversion upon the death of the policy Insured may be made at any time up to 90 days after the date we receive due proof of the policy Insured's death. However, conversion of the insurance on the life of the Other Insured may not be made after the earlier of the tenth Rider Anniversary Date and the Rider Anniversary Date nearest the Other Insured's Attained Age 65.

After the death of the policy Insured, insurance coverage for the Other Insured will continue in force under this rider until the effective date of the new life insurance or, if earlier, the end of the 90-day period for conversion.

In all other aspects, conversion upon the death of the policy Insured will be subject to the terms of the **Conversion While Policy Insured Is Living** provision of this rider.

Contestability

We can bring legal action to contest the validity of any life insurance coverage for the Other Insured under this rider for any material misrepresentation of a fact made in the application for that coverage. However, we cannot, in the absence of fraud, contest the validity of any life insurance coverage for the Other Insured after that coverage has been in force during the lifetime of the Other Insured for two years or, if that coverage is reinstated, two years after the date of reinstatement.

Misstatement Of Age

If the Other Insured's date of birth as given in the application is not correct, the Rider Face Amount for the Other Insured may be adjusted. Any adjustment to the Rider Face Amount will reflect the amount provided by the most recent monthly rider charge using the correct age. Whether or not the Rider Face Amount is adjusted while the Other Insured is living, monthly rider charges after the correction will be based on the correct age.

Suicide

If the Other Insured commits suicide, while sane or insane, within two years after any life insurance coverage for the Other Insured becomes effective and while this rider is in force, we will pay an amount equal to the monthly rider charges deducted for that coverage. This payment will be made to the Beneficiary. However, there will be no separate payment under this rider if a payment is made under the policy **Death By Suicide** provision due to suicide within two years after the policy Issue Date.

Termination Of This Rider

This rider will end on the Rider Expiration Date, if applicable. This rider will also end if any of the following occurs:

- Expiration of the 90-day conversion period upon death of the policy Insured;
- The end of the grace period for an unpaid premium under the policy;
- Termination of this policy for any other reason;
- Change of this policy to a different policy on which this rider is not available; or
- Conversion of the remaining Rider Face Amount under this rider.

Cancellation Of This Rider

This rider may be cancelled by the Owner's Written Request. Such cancellation will take effect on the policy Monthly Charge Date that is on, or precedes, the date we receive the Written Request. Insurance for the Other Insured under this rider will continue to, but not including, the effective date of cancellation.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

PRESIDENT

SECRETARY

POLICY SPECIFICATIONS
OTHER INSURED RIDER

POLICY NUMBER:	123456789
OTHER INSURED:	WILLIAM F. DOE
RELATIONSHIP TO POLICY INSURED:	SPOUSE, OR CHILD*
RIDER ISSUE AGE AND GENDER:	35 UNISEX
RIDER DATE:	JANUARY 1, 2008
RIDER ISSUE DATE:	JANUARY 1, 2008
RIDER EXPIRATION DATE:	JANUARY 1, 2073
INITIAL RIDER FACE AMOUNT:	$100,000
MINIMUM RIDER FACE AMOUNT:	$10,000
CONVERSION PERIOD:	JANUARY 1, 2008 to JANUARY 1, 2018

*The cost for this coverage may be included in the maximum premium limit for this policy.

TABLE OF MAXIMUM MONTHLY RIDER CHARGES
CHARGE RATES PER THOUSAND OF RIDER FACE AMOUNT
RISK CLASS: NONTOBACCO UNISEX

ATTAINED AGE	MONTHLY RATE	ATTAINED AGE	MONTHLY RATE	ATTAINED AGE	MONTHLY RATE
35	0.087500	57	0.550000	79	4.650000
36	0.092500	58	0.599166	80	5.163333
37	0.097500	59	0.653333	81	5.761666
38	0.104166	60	0.717500	82	6.390000
39	0.110000	61	0.795000	83	7.055000
40	0.117500	62	0.887500	84	7.786666
41	0.126666	63	0.990833	85	8.600000
42	0.137500	64	1.099166	86	9.462500
43	0.150833	65	1.214166	87	10.454166
44	0.165833	66	1.331666	88	11.502500
45	0.184166	67	1.452500	89	12.597500
46	0.200833	68	1.583333	90	13.690000
47	0.220833	69	1.719166	91	14.563333
48	0.233333	70	1.881666	92	15.567500
49	0.248333	71	2.064166	93	16.735833
50	0.268333	72	2.299166	94	18.067500
51	0.291666	73	2.546666	95	19.601666
52	0.321666	74	2.808333	96	21.045833
53	0.355000	75	3.094166	97	22.591666
54	0.395833	76	3.405833	98	23.426666
55	0.445000	77	3.763333	99	24.610000
56	0.495833	78	4.177500		

The above rates are based on the ("Age Nearest Birthday") Commissioners 2001 Standard Ordinary Nonsmoker Mortality Table – N (80).

Guaranteed Insurability Rider

This rider provides the right to purchase new insurance without evidence of insurability. We discuss this rider, and the rules that apply to it, in the provisions that follow. This rider has no surrender or loan value.

Rider Part Of The Policy

This rider is made a part of this policy as of its Rider Issue Date, in return for the application for this rider and the payment of monthly rider charges. The Rider Issue Date is shown in the Policy Specifications for this rider. Monthly rider charges are discussed later in this rider. All the provisions of this policy apply to this rider, except for those that are inconsistent with this rider. This rider is in force from the later of the day the policy becomes in force and the Rider Issue Date.

Rider Benefit

While this rider is in force, new insurance may be purchased during each Option Period. This new insurance may be either a new policy as described below or an increase in the face amount of this policy. Evidence of insurability will not be required.

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

Option Periods

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

A **Regular Option Period** is based on a **Regular Option Date**. The Regular Option Dates are the Policy Anniversary Dates on which the Insured's Attained Age becomes 25, 28, 31, 34, 37, 40, 43, and 46. If the Insured's Attained Age equals or exceeds any of these ages when this rider is made a part of this policy, there will be no Regular Option Dates for those ages.

Example: The Insured's Attained Age is 27 when this rider is attached to the policy. The Regular Option Dates available are Policy Anniversary Dates for Attained Ages 28, 31, 34, 37, 40, 43, and 46. If, instead, the Insured's Attained Age at attachment is 28, the Regular Option Dates are Policy Anniversary Dates for Attained Ages 31, 34, 37, 40, 43, and 46.

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

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

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

A Substitute Option Period begins only if the event occurs while this rider is in force and there is a right to purchase new insurance during the next Regular Option Period. If new insurance is purchased during a Substitute Option Period, then the right under this rider to purchase new insurance again during the next Regular Option Period is lost. However,

the right to purchase new insurance during each later Regular Option Period will not be affected.

Example: You have the right to purchase new insurance during the next Regular Option Period, which ends June 10th of next year. A child of the Insured is born today, starting a Substitute Option Period. If you elect to purchase new insurance during this Substitute Option Period, you will not have the right to purchase new insurance again until after June 10th of next year.

Purchasing A New Policy

Requirements

A written application will be required to purchase a new policy. Evidence of insurability will not be required, however, the addition of any riders or policy features that increase our amount at risk may be subject to evidence of insurability satisfactory to us.

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

Type And Amount Of New Policy

The new policy must be an individual, permanent life insurance policy that we make available, and that could be bought on the Insured's life on the Option Date. The Face Amount of the new policy must meet the minimum amount requirements of the new life insurance. Also, the Face Amount must not exceed the Rider Option Amount in effect on the Policy Anniversary Date preceding the start of the Option Period. The current Rider Option Amount is shown in the Policy Specifications for this rider.

There is an exception to the maximum amount of a new policy purchased during a Substitute Option Period in the case of a multiple birth or adoption. In this case, the maximum amount of the new policy is the Rider Option Amount multiplied by the number of children born of the same pregnancy, or adopted, during that Substitute Option Period. In no event, however, will the maximum amount exceed triple the Rider Option Amount.

Features Of The New Policy

The new policy will be issued with a risk class that is most comparable to the risk class of this policy. If this policy has a limitation of liability, the new policy will have a similar limitation.

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

If this policy has a disability waiver rider on the Insured in force on the Option Date, then:

- For any new policy with premiums payable to at least age 95, a similar rider will be included with the new policy. If, on the Option Date the Insured is totally disabled as defined in the new rider, benefits under that new rider will apply subject to the terms of that new rider.

- For any new policy that does not have premiums payable to at least age 95, a similar rider will be attached only if the Insured is not totally disabled on the Option Date.

Electing An Increase

Requirements

A written application will be required to elect an increase in the Face Amount of this policy. However, evidence of insurability will not be required. A premium payment may be needed for the increase.

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

Monthly insurance charges for any increase elected under this rider will be deducted from the Account Value of the policy starting on the effective date of the increase. These charges will be based on the rates then in effect for the risk class shown in the Policy Specifications for this rider.

If the Insured's death occurs prior to the effective date of the increase, the increase will not take effect and any premium paid for the increase will be refunded.

Amount Of Increase

The amount of each increase elected under this rider must be within the following limits. The amount must not be less than the Minimum Option Amount; and the amount must not exceed the Rider Option Amount in effect on the Policy Anniversary Date preceding the start of the Option Period. The Minimum Option Amount and the current Rider Option Amount are shown in the Policy Specifications for this rider.

There is an exception to the maximum amount of an increase elected during a Substitute Option Period in the case of a multiple birth or adoption. In this case, the maximum amount of the increase is the Rider Option Amount multiplied by the number of children born of the same pregnancy, or adopted, during that Substitute Option Period. In no event, however, will the maximum amount exceed triple the Rider Option Amount.

See the **Contestability** and **Suicide** provisions below for details on the contestable and suicide periods as they apply to increases.

General Provisions

Changing The Rider Option Amount

While this rider is in force and the Insured is living, the Rider Option Amount may be changed subject to the terms of this provision.

The Rider Option Amount may be increased up to, and including, the Policy Anniversary Date on which the Insured's Attained Age becomes 40. To increase the Rider Option Amount, we must receive a written application and evidence of insurability satisfactory to us. A premium payment may be needed prior to the increase becoming effective.

The Rider Option Amount is subject to a maximum limit. It cannot exceed $125,000 or, if less, two times the Face Amount of the policy on the effective date of an increase in the

Rider Option Amount. The increase will be effective on the Monthly Charge Date that is on or precedes the date all the requirements to increase the Rider Option Amount are met. Monthly rider charges for the increase will be deducted from the Account Value of the policy starting on that effective date. These charges will be based on the rates then in effect for the risk class shown in the Policy Specifications for this rider.

The Rider Option Amount may be decreased by the Owner's Written Request. However, it may not be reduced to an amount less than the Minimum Option Amount shown in the Policy Specifications for this rider. A decrease in the Rider Option Amount will be effective on the Monthly Charge Date that is on, or precedes, the date we receive the Written Request.

Rider Charges

Each month while this rider is in force, the rider charge equals the Rider Option Amount, divided by 1,000, then multiplied by the Monthly Rider Charge Rate. This Rate is shown in the Policy Specifications for this rider.

Contestability

We can bring legal action to contest the validity of this rider for any material misrepresentation of a fact made in the application for this rider. However, we cannot, in the absence of fraud, contest the validity of this rider after it has been in force during the lifetime of the Insured for two years after its Rider Issue Date. The Rider Issue Date is shown in the Policy Specifications for this rider. The contestable period for any increase in the Rider Option Amount will be measured from the effective date of that increase.

The two-year contestable period for any Face Amount increase elected under this rider begins:

- On the Rider Issue Date, for the amount of any Face Amount increase applicable to the initial Rider Option Amount; and
- On the effective date of any increase in the Rider Option Amount, for the amount of any Face Amount increase applicable to that Rider Option Amount increase.

Suicide

If the Insured commits suicide, while sane or insane, during the two-year suicide period (discussed later in this provision) for any Face Amount increase(s) elected under this rider, we will pay an amount equal to the monthly insurance charges deducted for that segment from the Account Value of the policy. This payment will be made to the Beneficiary. However, there will be no separate payment under this rider if a payment is made under the policy **Death By Suicide** provision due to suicide within two years after the policy Issue Date.

The two-year suicide period for any Face Amount increase elected under this rider begins:

- On the Rider Issue Date, for the amount of any Face Amount increase applicable to the initial Rider Option Amount; and
- On the effective date of any increase in the Rider Option Amount, for the amount of any Face Amount increase applicable to that Rider Option Amount increase.

Reinstatement

If this policy has terminated and is reinstated, this rider may be reinstated at the same time, subject to the terms of the Reinstating This Policy section in Part 4 of this policy.

Termination Of This Rider

While monthly charges for this rider are being deducted from the Account Value of this policy, this rider will continue in force to, but not including, the last day of the last Regular Option Period. However, this rider will end automatically before that date at the time any of the following occurs:

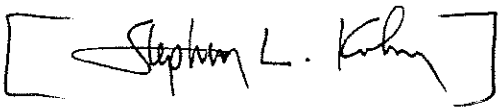
- The last amount of insurance that may be bought under this rider is purchased; or
- Change of this policy to a different policy on which this rider is not available; or
- Termination of this policy for any other reason.

Cancellation Of This Rider

This rider may be cancelled by the Owner's Written Request. Such cancellation will take effect on the policy Monthly Charge Date that is on, or precedes, the date we receive the Written Request.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

PRESIDENT



SECRETARY

POLICY SPECIFICATIONS
GUARANTEED INSURABILITY RIDER

POLICY NUMBER:	123456789
INSURED:	JOHN A. DOE
RIDER ISSUE AGE AND GENDER:	35 MALE
RIDER DATE:	JANUARY 1, 2008
RIDER ISSUE DATE:	JANUARY 1, 2008
RIDER OPTION AMOUNT:	$50,000
MINIMUM OPTION AMOUNT:	$25,000
RISK CLASS:	NONTOBACCO
MONTHLY RIDER CHARGE RATE:	$0.11

Waiver Of Specified Premium Rider

This rider provides a benefit if the Insured becomes totally disabled. We discuss this rider, and the rules that apply to it, in the provisions that follow. This rider has no surrender or loan value.

Rider Part Of The Policy

This rider is made a part of this policy as of its Rider Issue Date, in return for the application for this rider and the payment of monthly rider charges. The Rider Issue Date is shown in the Policy Specifications for this rider. Monthly rider charges are discussed later in this rider. All the provisions of this policy apply to this rider, except for those that are inconsistent with this rider. This rider is in force from the later of the day the policy becomes in force, and the Rider Issue Date.

Rider Benefit

This rider provides a benefit if the Insured becomes totally disabled. We will credit to the Account Value the greater of:

- The Specified Monthly Premium shown in the Policy Specifications for this rider; or
- The monthly charges for the policy.

This benefit will be treated as a net premium subject to the terms of the policy.

This benefit will be provided after the Insured has been totally disabled for four continuous months or longer and all conditions of this rider are met. Subject to the other provisions of this rider, the Monthly Charge Dates for which this benefit will be provided are:

- Any Monthly Charge Date (except the Rider Date) during the first four continuous months of the Insured's total disability; and
- Any Monthly Charge Date thereafter during the continuance of total disability but before the Insured's Attained Age 65.

If total disability begins before Attained Age 60 and continues to Attained Age 65 the rider benefit after Attained Age 65 will be the monthly charges for this policy.

Monthly charges will continue to be deducted on each Monthly Charge Date until a claim has been approved. For any of these Monthly Charge Dates that have already passed at the time a claim is approved, the Account Value of this policy will be credited to reflect provision of these monthly benefits. We will not return any premiums paid. The Rider Date is shown in the Policy Specifications for this rider.

If total disability begins during the grace period, an additional amount of premium may be required to prevent this policy from terminating (see the **Grace Period And Termination** provision of this policy) prior to the approval of a claim.

While benefits under this rider are being provided, this policy will continue in force subject to the terms of this policy.

If there is any policy debt while the Insured is totally disabled, the allowance of benefits under this rider does not guarantee that this policy will continue in force.

When Benefits End

The benefits under this rider will end when any of the following occurs:

- The Insured is no longer totally disabled; or
- Satisfactory proof of continued total disability is not given to us as required; or
- The Insured refuses or fails to have an examination we require; or
- The day before the Insured's Attained Age becomes 65 if total disability began when the Insured's Attained Age was 60 or older.

Exclusions

This rider does not provide any benefit for:

- Any Monthly Charge Date before the Insured's Attained Age 5; or
- Total disability directly caused by any willfully and intentionally self-inflicted injury; or
- Total disability caused by war while the Insured is in the military forces of any country at war or in any civilian noncombatant unit serving with those forces. "War" includes undeclared war and any act of war. "Country" includes any international organization or group of countries.

Limitation On Right To Increase Face Amount

Each increase in the Face Amount of the policy may cause an increase in the benefit amount for this rider. In certain cases, however, benefits under this rider cannot be increased. In those cases, we have the right to refuse an increase in the Face Amount. Those cases are:

- The rider benefits after the increase would exceed our published limits for such benefits;
- The Insured does not meet our underwriting requirements for the additional rider benefits; and
- A higher rating would apply to the additional rider benefits than to the existing benefits.

This limitation does not apply to any increase under the policy not requiring evidence of insurability.

Total Disability

Total disability is the incapacity of the Insured that:

- Is caused by sickness or injury; and
- Requires the Insured to be under a doctor's care; and
- Begins while this rider is in force; and
- For the first 60 months of any period of total disability, prevents the Insured from performing the substantial and material duties of the Insured's occupation; and
- After total disability has continued for 60 months, prevents the Insured from engaging in any occupation the Insured is or may become qualified to perform.

For the first 60 months of any period of total disability, the Insured's occupation is the Insured's usual work, employment, business, or profession at the time total disability began. After total disability has continued for 60 months, any occupation the Insured is or may become qualified to perform means any work, employment, business, or profession the Insured is reasonably qualified to do based on education, training, or experience. Until the Insured reaches an age at which formal education may be legally ended, occupation means attendance at school.

Example: You are a full-time surgeon. You receive an injury to your hands that prevents you from performing surgery, but you can carry on a general medical practice. For the first 60 months, your occupation is surgeon. After that time, your occupation will be any that you are reasonably qualified to do based on your education, training, or experience. Since you can carry on a general medical practice, we would no longer consider you to be totally disabled.

For some conditions, we consider the Insured to be totally disabled even if the Insured is able to work. These conditions are the total loss of sight of both eyes, or the total loss of use of both hands, or both feet, or one hand and one foot. Any of these will be total disability as long as the loss continues.

Recurrent Disabilities

Periods of recurrent disability may not be used to satisfy the requirements of the initial four continuous month waiting period. After the initial four continuous month waiting period has been satisfied a period of total disability following an earlier period of total disability that was due to the same, or a related, condition may be considered to be a continuation of the earlier period. This depends on how much time passed from the end of the earlier period to the beginning of the current one. If less than six months have passed, we will consider it to be a continuation of the earlier period. If six months or more have passed, we will consider it to be a new period of disability.

Example: You were totally disabled for 10 months because of a severe knee injury. Two weeks after you recover, your knee fails and you are totally disabled again. We consider this to be a continuation of the earlier period of total disability.

Notice Of Claim

Notice of claim means written notice that the Insured is totally disabled and that a claim may be made under this rider. We require that this notice identify the Insured. Notice given by or for the Owner shall be notice of claim.

However, there are two time limits for giving notice of claim. First, no benefit will be considered unless notice is given to us while the Insured is living and during the continuance of total disability. Second, if notice is given more than one policy year from the Monthly Charge Date on which charges would have first been waived due to the Insured's total disability, we will only provide a benefit for the twelve Monthly Charge Dates that immediately precede the date notice is given to us. However, there is an exception to each of these time limits. If it was not reasonably possible to give us notice of claim while the Insured was living and within the same time limits, the delay will not reduce the benefit if notice is given as soon as reasonably possible.

Proof Of Claim

Before any benefit is allowed, proof of claim must be given to us at our Home Office or Administrative Office. Proof may be given by or for the Owner. Proof of claim includes written proof, satisfactory to us, from a licensed medical practitioner, other than the Insured or an Insured's family member that:

- The Insured is totally disabled; and
- Total disability began while this rider was in force; and
- Total disability began before the Insured's Attained Age 65; and
- Total disability has continued for four continuous months.

We have forms that are to be used to make a claim. They will be sent promptly upon request. As part of the proof of claim, we have the right to require an examination of the Insured at our expense by a physician chosen by us.

When Proof Of Claim Must Be Furnished

Proof of claim must be received at our Home Office or Administrative Office within one year after the notice of claim was given to us. However, if it was not reasonably possible to give us proof of claim on time, the delay will not reduce the benefit if proof is given as soon as reasonably possible.

Proof Of Continued Disability

During the first five years after proof of claim is received, we may require satisfactory proof of continued disability at reasonable intervals. After five years, we may require proof not more than once a year. As part of this proof, we have the right to require an examination of the Insured at our expense by a physician chosen by us.

Proof of continued disability will not be required once the Insured has become Attained Age 65 if total disability began before the Insured was Attained Age 60.

Rider Charges

While this rider is in force, the rider charge is the greater of:

- The Waiver Charge Rate for the Insured's Attained Age multiplied by the sum of the policy monthly charges for the month excluding the rider charge for this rider; or
- The Specified Monthly Premium for that month multiplied by the Specified Benefit Charge Rate for the Insured's attained age.

The Waiver Charge Rates and the Specified Benefit Charge Rates are shown in the Policy Specifications for this rider.

Contestability

We can bring legal action to contest the validity of this rider for any material misrepresentation of a fact made in the application for this rider. However, we cannot, in the absence of fraud, contest the validity of this rider after it has been in force during the lifetime of the Insured and without the occurrence of total disability for two years after its Rider Issue Date. The Rider Issue Date is shown in the Policy Specifications for this rider.

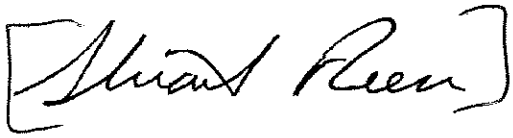
Termination Of This Rider

While monthly charges for this rider are being deducted from the Account Value of this policy, this rider will continue in force to, but not including, the Policy Anniversary Date on which the Insured's Attained Age is 65. This rider will terminate before that Date if this policy terminates for any reason. However, any benefits under this rider for which the Insured qualified before termination may be claimed after termination as specified in the **Notice Of Claim** provision.

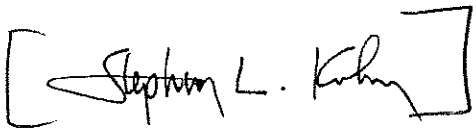
Cancellation Of This Rider

This rider may be cancelled by the Owner's Written Request. Such cancellation will take effect on the policy Monthly Charge Date that is on, or precedes, the date we receive the Written Request.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY



PRESIDENT



SECRETARY

POLICY SPECIFICATIONS
WAIVER OF SPECIFIED PREMIUM RIDER

POLICY NUMBER:	123456789
INSURED:	JOHN A. DOE
RIDER ISSUE AGE AND GENDER:	35 MALE
RIDER DATE:	JANUARY 1, 2008
RIDER ISSUE DATE:	JANUARY 1, 2008
DISABILITY BENEFIT CLASS:	NONTOBACCO
SPECIFIED MONTHLY PREMIUM:	$400.00

MONTHLY RIDER CHARGE RATES

WAIVER CHARGE RATES

ATTAINED AGE	WAIVER CHARGE RATE	ATTAINED AGE	WAIVER CHARGE RATE	ATTAINED AGE	WAIVER CHARGE RATE
35	0.063	45	0.069	55	0.173
36	0.063	46	0.072	56	0.197
37	0.063	47	0.076	57	0.223
38	0.063	48	0.080	58	0.250
39	0.063	49	0.086	59	0.198
40	0.063	50	0.095	60	0.176
41	0.063	51	0.105	61	0.113
42	0.064	52	0.118	62	0.063
43	0.065	53	0.132	63	0.025
44	0.067	54	0.151	64	0.013

WAIVER OF SPECIFIED PREMIUM RIDER continued

SPECIFIED BENEFIT CHARGE RATES

ATTAINED AGE	SPECIFIED BENEFIT CHARGE RATE	ATTAINED AGE	SPECIFIED BENEFIT CHARGE RATE	ATTAINED AGE	SPECIFIED BENEFIT CHARGE RATE
35	0.0176	45	0.0239	55	0.0378
36	0.0176	46	0.0252	56	0.0378
37	0.0176	47	0.0265	57	0.0378
38	0.0176	48	0.0290	58	0.0378
39	0.0176	49	0.0302	59	0.0378
40	0.0176	50	0.0315	60	0.0378
41	0.0176	51	0.0328	61	0.0378
42	0.0202	52	0.0353	62	0.0378
43	0.0214	53	0.0365	63	0.0250
44	0.0227	54	0.0378	64	0.0130

Waiver Of Monthly Charges Rider

This rider provides a benefit if the Insured becomes totally disabled. We discuss this rider, and the rules that apply to it, in the provisions that follow. This rider has no surrender or loan value.

Rider Part Of The Policy

This rider is made a part of this policy as of its Rider Issue Date, in return for the application for this rider and the payment of monthly rider charges. The Rider Issue Date is shown in the Policy Specifications for this rider. Monthly rider charges are discussed later in this rider. All the provisions of this policy apply to this rider, except for those that are inconsistent with this rider. This rider is in force from the later of the day the policy becomes in force and the Rider Issue Date.

Rider Benefit

This rider provides a benefit if the Insured becomes totally disabled. We will waive -- that is, not deduct from the Account Value of the policy -- the monthly charges for the policy due on specific Monthly Charge Dates.

This benefit will be provided after the Insured has been totally disabled for four continuous months or longer and all conditions of this rider are met. Subject to the other provisions of this rider, the Monthly Charge Dates for which this benefit will be provided are:

- Any Monthly Charge Date (except the Rider Date) during the first four continuous months of the Insured's total disability; and
- Any Monthly Charge Date thereafter during the continuance of total disability but before the Insured's Attained Age reaches 65; and
- All Monthly Charge Dates thereafter, if total disability begins before Attained Age 60 and continues to Attained Age 65.

Monthly charges will continue to be deducted on each Monthly Charge Date until a claim has been approved. For any of these Monthly Charge Dates that have already passed at the time a claim is approved, the Account Value of this policy will be credited to reflect provision of these monthly benefits. We will not return any premiums paid. The Rider Date is shown in the Policy Specifications for this rider.

If total disability begins during the grace period, an additional amount of premium may be required to prevent this policy from terminating (see the **Grace Period And Termination** provision of this policy) prior to the approval of a claim.

While benefits under this rider are being provided, this policy will continue in force subject to the terms of this policy.

If there is any policy debt while the Insured is totally disabled, the allowance of benefits under this rider does not guarantee that this policy will continue in force.

When Benefits End

The benefits under this rider will end when any of the following occurs:

- The Insured is no longer totally disabled; or
- Satisfactory proof of continued total disability is not given to us as required; or
- The Insured refuses or fails to have an examination we require; or

- The day before the Insured's Attained Age becomes 65, if total disability began when the Insured's Attained Age was 60 or older.

Exclusions

This rider does not provide any benefit for:

- Any Monthly Charge Date before the Insured's Attained Age 5; or
- Total disability directly caused by any willfully and intentionally self-inflicted injury; or
- Total disability caused by war while the Insured is in the military forces of any country at war or in any civilian noncombatant unit serving with those forces. "War" includes undeclared war and any act of war. "Country" includes any international organization or group of countries.

Limitation On Right To Increase Face Amount

Each increase in the Face Amount of the policy may cause an increase in the benefit amount for this rider. In certain cases, however, benefits under this rider cannot be increased. In those cases, we have the right to refuse an increase in the Face Amount. Those cases are:

- The rider benefits after the increase would exceed our published limits for such benefits;
- The Insured does not meet our underwriting requirements for the additional rider benefits; and
- A higher rating would apply to the additional rider benefits than to the existing benefits.

This limitation does not apply to any increase under the policy not requiring evidence of insurability.

Total Disability

Total disability is the incapacity of the Insured that:

- Is caused by sickness or injury; and
- Requires the Insured to be under a doctor's care; and
- Begins while this rider is in force; and
- For the first 60 months of any period of total disability, prevents the Insured from performing the substantial and material duties of the Insured's occupation; and
- After total disability has continued for 60 months, prevents the Insured from engaging in any occupation the Insured is or may become qualified to perform.

For the first 60 months of any period of total disability, the Insured's occupation is the Insured's usual work, employment, business, or profession at the time total disability began. After total disability has continued for 60 months, any occupation the Insured is or may become qualified to perform means any work, employment, business, or profession the Insured is reasonably qualified to do based on education, training, or experience. Until the Insured reaches an age at which formal education may be legally ended, occupation means attendance at school.

Example: You are a full-time surgeon. You receive an injury to your hands that prevents you from performing surgery, but you can carry on a general medical practice. For the first 60 months, your occupation is surgeon. After that time, your occupation will be any that you are reasonably qualified to do based on your education, training, or experience. Since you can carry on a

general medical practice, we would no longer consider you to be totally disabled.

For some conditions, we consider the Insured to be totally disabled even if the Insured is able to work. These conditions are the total loss of sight of both eyes, or the total loss of use of both hands, or both feet, or one hand and one foot. Any of these will be total disability as long as the loss continues.

Recurrent Disabilities

Periods of recurrent disability may not be used to satisfy the requirements of the initial four continuous month waiting period. After the initial four continuous month waiting period has been satisfied a period of total disability following an earlier period of total disability that was due to the same, or a related, condition may be considered to be a continuation of the earlier period. This depends on how much time passed from the end of the earlier period to the beginning of the current one. If less than six months have passed, we will consider it to be a continuation of the earlier period. If six months or more have passed, we will consider it to be a new period of disability.

Example: You were totally disabled for 10 months because of a severe knee injury. Two weeks after you recover, your knee fails and you are totally disabled again. We consider this to be a continuation of the earlier period of total disability.

Notice Of Claim

Notice of claim means written notice that the Insured is totally disabled and that a claim may be made under this rider. We require that this notice identify the Insured. Notice given by or for the Owner shall be notice of claim.

However, there are two time limits for giving notice of claim. First, no benefit will be considered unless notice is given to us while the Insured is living and during the continuance of total disability. Second, if notice is given more than one policy year from the Monthly Charge Date on which charges would have first been waived due to the Insured's total disability, we will only provide a benefit for the twelve Monthly Charge Dates that immediately precede the date notice is given to us. However, there is an exception to each of these time limits. If it was not reasonably possible to give us notice of claim while the Insured was living and within the same time limits, the delay will not reduce the benefit if notice is given as soon as reasonably possible.

Proof Of Claim

Before any benefit is allowed, proof of claim must be given to us at our Home Office or Administrative Office. Proof may be given by or for the Owner. Proof of claim includes written proof from a licensed medical practitioner, other than the Insured or an Insured's family member satisfactory to us, that:

- The Insured is totally disabled; and
- Total disability began while this rider was in force; and
- Total disability began before the Insured's Attained Age 65; and
- Total disability has continued for four continuous months.

We have forms that are to be used to make a claim. They will be sent promptly upon request. As part of the proof of claim, we have the right to require an examination of the Insured at our expense by a physician chosen by us.

When Proof Of Claim Must Be Furnished

Proof of claim must be received at our Home Office or Administrative Office within one year after the notice of claim was given to us. However, if it was not reasonably possible to give us proof of claim on time, the delay will not reduce the benefit if proof is given as soon as reasonably possible.

Proof Of Continued Disability

During the first five years after proof of claim is received, we may require satisfactory proof of continued disability at reasonable intervals. After five years, we may require proof not more than once a year. As part of this proof, we have the right to require an examination of the Insured at our expense by a physician chosen by us.

Proof of continued disability will not be required once the Insured has become Attained Age 65 if total disability began before the Insured was Attained Age 60.

Rider Charges

Each month while this rider is in force, the rider charge equals the Waiver Charge Rate for the Insured's Attained Age multiplied by the sum of the policy monthly charges for the month excluding the rider charge for this rider. The Waiver Charge Rates are shown in the Policy Specifications for this rider.

Contestability

We can bring legal action to contest the validity of this rider for any material misrepresentation of a fact made in the application for this rider. However, we cannot, in the absence of fraud, contest the validity of this rider after it has been in force during the lifetime of the Insured and without the occurrence of total disability for two years after its Rider Issue Date. The Rider Issue Date is shown in the Policy Specifications for this rider.

Termination Of This Rider

While monthly charges for this rider are being deducted from the Account Value of this policy, this rider will continue in force to, but not including, the Policy Anniversary Date on which the Insured's Attained Age becomes 65. This rider will terminate before that Date if this policy terminates for any reason. However, any benefits under this rider for which the Insured qualified before termination may be claimed after termination as specified in the **Notice Of Claim** provision.

Cancellation Of This Rider

This rider may be cancelled by the Owner's Written Request. Such cancellation will take effect on the policy Monthly Charge Date that is on, or precedes, the date we receive the Written Request.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

[ ] [ ]

PRESIDENT SECRETARY

POLICY SPECIFICATIONS
WAIVER OF MONTHLY CHARGES RIDER

POLICY NUMBER: 123456789
INSURED: JOHN A. DOE
RIDER ISSUE AGE AND GENDER: 35 MALE
RIDER DATE: JANUARY 1, 2008
RIDER ISSUE DATE: JANUARY 1, 2008
DISABILITY BENEFIT CLASS: NONTOBACCO

MONTHLY RIDER CHARGE RATES

ATTAINED AGE	WAIVER CHARGE RATE	ATTAINED AGE	WAIVER CHARGE RATE	ATTAINED AGE	WAIVER CHARGE RATE
35	0.063	45	0.069	55	0.173
36	0.063	46	0.072	56	0.197
37	0.063	47	0.076	57	0.223
38	0.063	48	0.080	58	0.250
39	0.063	49	0.086	59	0.198
40	0.063	50	0.095	60	0.176
41	0.063	51	0.105	61	0.113
42	0.064	52	0.118	62	0.063
43	0.065	53	0.132	63	0.025
44	0.067	54	0.151	64	0.013

Disability Benefit Rider

This rider provides benefits if the Insured becomes totally disabled. It provides for waiver of monthly charges and the credit of a Specified Monthly Benefit if the Insured is totally and continuously disabled for four months or more. We discuss this rider, and the rules that apply to it, in the provisions that follow. This rider has no surrender or loan value.

Rider Part Of The Policy

This rider is made a part of this policy as of its Rider Issue Date, in return for the application for this rider and the payment of monthly rider charges. The Rider Issue Date is shown in the Policy Specifications for this rider. Monthly rider charges are discussed later in this rider. All the provisions of this policy apply to this rider, except for those that are inconsistent with this rider. This rider is in force from the later of the day the policy becomes in force and the Rider Issue Date.

Rider Benefits

This rider provides two types of benefits if the Insured becomes totally disabled. They are described as follows:

- We will credit the Specified Monthly Benefit shown in the Policy Specifications for this rider to the Account Value of this policy on specific Monthly Charge Dates. The Specified Monthly Benefit will be treated as a net premium subject to the terms of the policy; and
- We will waive the monthly charges for the policy due on specific Monthly Charge Dates.

These benefits will be provided after the Insured has been totally disabled for four continuous months or longer and all conditions of this rider are met. Subject to the other provisions of this rider, the Monthly Charge Dates for which each type of benefit will be provided are:

- Any Monthly Charge Date (except the Rider Date) during the first four continuous months of the Insured's total disability; and
- Any Monthly Charge Date thereafter during the continuance of total disability but before the Insured's Attained Age reaches 65.

If total disability begins before Attained Age 60 and continues to Attained Age 65 the rider benefit after Attained Age 65 will be the monthly charges for this policy.

Monthly charges will continue to be deducted on each Monthly Charge Date until a claim has been approved. For any of these Monthly Charge Dates that have already passed at the time a claim is approved, the Account Value of this policy will be credited to reflect provision of these monthly benefits. We will not return any premiums paid. The Rider Date is shown in the Policy Specifications for this rider.

If total disability begins during the grace period, an additional amount of premium may be required to prevent this policy from terminating (see the **Grace Period And Termination** provision of this policy) prior to the approval of a claim.

While benefits under this rider are being provided, this policy will continue in force subject to the terms of this policy.

If there is any policy debt while the Insured is totally disabled, the allowance of benefits under this rider does not guarantee that this policy will continue in force.

When Benefits End

The benefits under this rider will end when any of the following occurs:

- The Insured is no longer totally disabled; or
- Satisfactory proof of continued total disability is not given to us as required; or
- The Insured refuses or fails to have an examination we require; or
- For the Specified Monthly Benefit, the day before the Insured's Attained Age becomes 65; and
- For waiver of monthly charges, the day before the Insured's Attained Age becomes 65 if total disability began when the Insured's Attained Age was 60 or older.

Exclusions

This rider does not provide any benefit for:

- Any Monthly Charge Date before the Insured's Attained Age 5; or
- Total disability directly caused by any willfully and intentionally self-inflicted injury; or
- Total disability caused by war while the Insured is in the military forces of any country at war or in any civilian noncombatant unit serving with those forces. "War" includes undeclared war and any act of war. "Country" includes any international organization or group of countries.

Limitation On Right To Increase Face Amount

Each increase in the Face Amount of the policy may cause an increase in the benefit amount for this rider. In certain cases, however, benefits under this rider cannot be increased. In those cases, we have the right to refuse an increase in the Face Amount. Those cases are:

- The rider benefits after the increase would exceed our published limits for such benefits;
- The Insured does not meet our underwriting requirements for the additional rider benefits; and
- A higher rating would apply to the additional rider benefits than to the existing benefits.

This limitation does not apply to any increase under the policy not requiring evidence of insurability.

Total Disability

Total disability is the incapacity of the Insured that:

- Is caused by sickness or injury; and
- Requires the Insured to be under a doctor's care; and
- Begins while this rider is in force; and
- For the first 60 months of any period of total disability, prevents the Insured from performing the substantial and material duties of the Insured's occupation; and
- After total disability has continued for 60 months, prevents the Insured from engaging in any occupation the Insured is or may become qualified to perform.

For the first 60 months of any period of total disability, the Insured's occupation is the Insured's usual work, employment, business, or profession at the time total disability began. After total disability has continued for 60 months, any occupation the Insured is or may become qualified to perform means any work, employment, business, or profession the Insured is reasonably qualified to do based on education, training, or

experience. Until the Insured reaches an age at which formal education may be legally ended, occupation means attendance at school.

Example: You are a full-time surgeon. You receive an injury to your hands that prevents you from performing surgery, but you can carry on a general medical practice. For the first 60 months, your occupation is surgeon. After that time, your occupation will be any that you are reasonably qualified to do based on your education, training, or experience. Since you can carry on a general medical practice, we would no longer consider you to be totally disabled.

For some conditions, we consider the Insured to be totally disabled even if the Insured is able to work. These conditions are the total loss of sight of both eyes, or the total loss of use of both hands, or both feet, or one hand and one foot. Any of these will be total disability as long as the loss continues.

Recurrent Disabilities

Periods of recurrent disability may not be used to satisfy the requirements of the initial four continuous month waiting period. After the initial four continuous month waiting period has been satisfied a period of total disability following an earlier period of total disability that was due to the same, or a related, condition may be considered to be a continuation of the earlier period. This depends on how much time passed from the end of the earlier period to the beginning of the current one. If less than six months have passed, we will consider it to be a continuation of the earlier period. If six months or more have passed, we will consider it to be a new period of disability.

Example: You were totally disabled for 10 months because of a severe knee injury. Two weeks after you recover, your knee fails and you are totally disabled again. We consider this to be a continuation of the earlier period of total disability.

Notice Of Claim

Notice of claim means written notice that the Insured is totally disabled and that a claim may be made under this rider. We require that this notice identify the Insured. Notice given by or for the Owner shall be notice of claim.

However, there are two time limits for giving notice of claim. First, no benefit will be considered unless notice is given to us while the Insured is living and during the continuance of total disability. Second, if notice is given more than one policy year from the Monthly Charge Date on which charges would have first been waived due to the Insured's total disability, we will only provide a benefit for the twelve Monthly Charge Dates that immediately precede the date notice is given to us. However, there is an exception to each of these time limits. If it was not reasonably possible to give us notice of claim while the Insured was living and within the same time limits, the delay will not reduce the benefit if notice is given as soon as reasonably possible.

Proof Of Claim

Before any benefit is allowed, proof of claim must be given to us at our Home Office or Administrative Office. Proof may be given by or for the Owner. Proof of claim includes written proof from a licensed medical practitioner, other than the Insured or an Insured's family member satisfactory to us, that:

- The Insured is totally disabled; and
- Total disability began while this rider was in force; and
- Total disability began before the Insured's Attained Age 65; and

- Total disability has continued for four continuous months.

We have forms that are to be used to make a claim. They will be sent promptly upon request. As part of the proof of claim, we have the right to require an examination of the Insured at our expense by a physician chosen by us.

When Proof Of Claim Must Be Furnished

Proof of claim must be received at our Home Office or Administrative Office within one year after the notice of claim was given to us. However, if it was not reasonably possible to give us proof of claim on time, the delay will not reduce the benefit if proof is given as soon as reasonably possible.

Proof Of Continued Disability

During the first five years after proof of claim is received, we may require satisfactory proof of continued disability at reasonable intervals. After five years, we may require proof not more than once a year. As part of this proof, we have the right to require an examination of the Insured at our expense by a physician chosen by us.

Proof of continued disability will not be required once the Insured has become Attained Age 65 if total disability began before the Insured was Attained Age 60.

Rider Charges

Each month while this rider is in force, the rider charge is the sum of the waiver charge and the specified benefit charge. The waiver charge each month equals the sum of the policy monthly charges for the month, excluding the rider charge for this rider, multiplied by the Waiver Charge Rate for the Insured's Attained Age. The specified benefit charge each month equals the Specified Monthly Benefit multiplied by the Specified Benefit Charge Rate for the Insured's Attained Age. The Waiver Charge Rates and the Specified Benefit Charge Rates are shown in the Policy Specifications for this rider.

Example: The sum of the policy monthly charges for the month is $200. The Waiver Charge Rate for the Attained Age of the Insured is 0.076. The waiver charge for that month is $15.20 ($200 multiplied by 0.076).

The Specified Monthly Benefit is $500. The Specified Benefit Charge Rate for the Insured's Attained Age is 0.0276. The specified benefit charge for that month is $13.80 ($500 multiplied by 0.0276).

The rider charge for that month is $29.00 ($15.20 plus $13.80).

Contestability

We can bring legal action to contest the validity of this rider for any material misrepresentation of a fact made in the application for this rider. However, we cannot, in the absence of fraud, contest the validity of this rider after it has been in force during the lifetime of the Insured and without the occurrence of total disability for two years after its Rider Issue Date. The Rider Issue Date is shown in the Policy Specifications for this rider.

Termination Of This Rider

While monthly charges for this rider are being deducted from the Account Value of this policy, this rider will continue in force to, but not including, the Policy Anniversary Date on which the Insured's Attained Age becomes 65. This rider will terminate before that Date if this policy terminates for any reason. However, any benefits under this rider for which the Insured qualified before termination may be claimed after termination as specified in the **Notice Of Claim** provision.

Cancellation Of This Rider

This rider may be cancelled by the Owner's Written Request. Such cancellation will take effect on the policy Monthly Charge Date that is on, or precedes, the date we receive the Written Request.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

[ ] PRESIDENT

[ ] SECRETARY

POLICY SPECIFICATIONS
DISABILITY BENEFIT RIDER

POLICY NUMBER: 123456789
INSURED: JOHN A. DOE
RIDER ISSUE AGE AND GENDER: 35 MALE
RIDER DATE: JANUARY 1, 2008
RIDER ISSUE DATE: JANUARY 1, 2008
DISABILITY BENEFIT CLASS: NONTOBACCO
SPECIFIED MONTHLY BENEFIT: $400.00

MONTHLY RIDER CHARGE RATES

PART ONE - WAIVER CHARGE RATES

ATTAINED AGE	WAIVER CHARGE RATE	ATTAINED AGE	WAIVER CHARGE RATE	ATTAINED AGE	WAIVER CHARGE RATE
35	0.063	45	0.069	55	0.173
36	0.063	46	0.072	56	0.197
37	0.063	47	0.076	57	0.223
38	0.063	48	0.080	58	0.250
39	0.063	49	0.086	59	0.198
40	0.063	50	0.095	60	0.176
41	0.063	51	0.105	61	0.113
42	0.064	52	0.118	62	0.063
43	0.065	53	0.132	63	0.025
44	0.067	54	0.151	64	0.013

PART TWO - SPECIFIED BENEFIT CHARGE RATES

ATTAINED AGE	SPECIFIED BENEFIT CHARGE RATE	ATTAINED AGE	SPECIFIED BENEFIT CHARGE RATE	ATTAINED AGE	SPECIFIED BENEFIT CHARGE RATE
35	0.0176	45	0.0239	55	0.0378
36	0.0176	46	0.0252	56	0.0378
37	0.0176	47	0.0265	57	0.0378
38	0.0176	48	0.0290	58	0.0378
39	0.0176	49	0.0302	59	0.0378
40	0.0176	50	0.0315	60	0.0378
41	0.0176	51	0.0328	61	0.0378
42	0.0202	52	0.0353	62	0.0378
43	0.0214	53	0.0365	63	0.0250
44	0.0227	54	0.0378	64	0.0130

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 04/11/2008

Comments:

Attachment:

cert. of compliance.PDF

Review Status:

Bypassed -Name: Application 04/11/2008

Bypass Reason: Not applicable to this filing.

Comments:

Review Status:

Bypassed -Name: Health - Actuarial Justification 04/11/2008

Bypass Reason: Not applicable to this filing

Comments:

Review Status:

Bypassed -Name: Outline of Coverage 04/11/2008

Bypass Reason: Not applicable to this filing.

Comments:

Review Status:

Satisfied -Name: Cover Letter 04/11/2008

Comments:

Attachment:

ar letter.pdf

Review Status:

Satisfied -Name: Actuarial Memorandum 04/11/2008

Comments:

Attachment:

SERFF Tracking Number:	*MASS-125606194*	*State:*	*Arkansas*
Filing Company:	*Massachusetts Mutual Life Insurance Company*	*State Tracking Number:*	*38658*
Company Tracking Number:	*P6-2008(AR)*		
TOI:	*L09I Individual Life - Flexible Premium Adjustable Life*	*Sub-TOI:*	*L09I.001 Single Life*
Product Name:	*P6-2008(AR)*		
Project Name/Number:	*P6-2008(AR)/P6-2008(AR)*		

UL08 Actuarial Memo.pdf

Review Status:

Satisfied -Name: Guaranteed Rates 04/11/2008

Comments:

Attachment:

Policy & OIUL Guaranteed Rates.pdf

Review Status:

Satisfied -Name: Readability Certification 04/11/2008

Comments:

Attachment:

readability.PDF

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Massachusetts Mutual Life Insurance Company

Form Number(s): P6-2008(AR)
P6-2008U(AR)

OIUL-2008
OIUL-2008U
GIUL-2008
WSUL-2008
WMUL-2008
DBUl-2008

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.

Signature of Company Officer

Roland Fawthrop
Name

2nd Vice President & Actuary
Title

04/11/2008
Date

April 11, 2008

Mr. John Shields
Arkansas Department of Insurance
Commerce and Insurance
1200 West 3rd Street
Little Rock, AR 72201-1904

Re: Massachusetts Mutual Life Insurance Company
NAIC #: 435-65935
FEIN #: 04-1590850

P6-2008(AR)	Flexible Premium Adjustable Life Insurance Policy (sex distinct)
P6-2008U(AR)	Flexible Premium Adjustable Life Insurance Policy (unisex)
OIUL-2008	Other Insured Rider (sex distinct)
OIUL-2008U	Other Insured Rider (unisex)
GIUL-2008	Guaranteed Insurability Rider
WSUL-2008	Waiver of Specified Premium Rider
WMUL-2008	Waiver of Monthly Charges Rider
DBUL-2008	Disability Benefit Rider

Dear Mr. Shields:

The above-captioned forms are being submitted for your department's review and approval. Each form is described below. The forms are in final print format and variable material has been bracketed. Final print copies of each form and any required certifications are attached.

Previously approved applications A60AR1106 (approved by your department on 10/30/06) and A50GE702 which was approved on 10/28/02 will be used with these policies and riders.

P6-2008(AR) & P6-2008U(AR)
These are flexible premium adjustable life insurance policies. Premiums are flexible and payable at any time during the lifetime of the Insured. P6-2008(AR) will be issued on a sex-distinct basis; P6-2008U(AR) will be issued on a unisex basis. The policies will replace policies P6-2003(AR) and P6-2003U(AR), and the accompanying riders, which were approved by your department on 5/24/04.

On Policy Specifications Page 3 of both policies, we have bracketed a sentence in the LIMIT ON PREMIUM PAYMENTS IN ANY POLICY YEAR section and the entire LIMIT ON TOTAL PREMIUM PAYMENTS section. At the time of application for the policy, the applicant may choose the method by which the policy

will qualify, under the current federal tax law, as life insurance. If the applicant chooses the "guideline premium test," the bracketed areas will be included in the Policy Specifications. If the applicant chooses "cash value test," then these areas will be omitted.

OIUL-2008 & OIUL-2008U
These riders will be used with the policies and will provide level term coverage with the death benefit payable upon the death of the Insured covered by the rider. OIUL-2008 will be issued on a sex-distinct basis; OIUL-2008U will be issued on a unisex basis.

DBUL-2008
This rider provides for the waiving of monthly charges and the addition of a specified amount to the account value of the policy if the Insured is disabled.

WMUL-2008
This rider provides for the waiving of monthly charges if the Insured is disabled.

WSUL-2008
This rider will credit the account value the greater of the monthly charges or a monthly specified amount designated by the policyholder at-issue.

GIUL-2008
This rider provides the policyholder with the option of purchasing a new policy or increasing the Face Amount of their existing policy at pre-determined dates or circumstances without evidence of insurability.

The following previously approved riders and endorsements will be used with the forms listed above:

SIUL-2005	Substitute of Insured Rider
ABRVL-99M	Accelerated Death Benefit Rider
Z0002M	Modification of Representations and Contestability Provision Endorsement
Z0003M	Modification of Representations and Contestability Provision Endorsement
Z0004M	Modification of Death By Suicide Provision Endorsement
Z0005M	Modification of Death By Suicide Provision Endorsement
Z0006M	Provision Changes Due To Substitute of Insured Endorsement
Z0026M	Limitation of Liability for Certain Aviation Hazards Endorsement

Guaranteed rates have been included in this submission. Current rates will be forwarded as soon as they become available.

In the future, we may add the MassMutual Financial Group logo to the upper left hand corner of the policies' cover. In addition, there is a possibility that the type style may be changed, which could impact the pagination and the Table of Contents page number references.

Please contact me if you have any questions or comments.

Sincerely,

Jennifer Dube

Jennifer Dube
Compliance Assistant
(860) 562-3685 (telephone)
(860) 562-6109 (facsimile)
JenniferDube@massmutual.com

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
1295 State Street
Springfield, MA 01111-0001

Actuarial Memorandum

Flexible Premium Adjustable Life Insurance Policy

Forms P6-2008 and P6-2008U

I. Introduction

This policy provides flexible premium adjustable life insurance coverage as long as the insured is living. It is a participating contract but the company does not expect that any dividends will be payable. P6-2008 is a sex distinct policy. P6-2008U is a unisex policy to be used in the employer sponsored market.

II. Description of Policy Characteristics

A. Death Benefit

The Face Amount is selected by the Policy Owner along with one of three available Death Benefit options which determine the relationship of the Death Benefit to the Face Amount. The minimum Face Amount is $50,000.

Under Death Benefit Option 1, the Death Benefit is level and equals the Face Amount. The insurance risk, defined as the difference between the Death Benefit and the Account Value, varies under Option 1.

Under Death Benefit Option 2, the Death Benefit equals the Face Amount plus the Account Value. The insurance risk is constant and equals the Face Amount.

Under Death Benefit Option 3, the Death Benefit equals the Face Amount plus the sum of all premiums paid through attained age 90 and not refunded. The policyholder also has an option at time of issue to increase this benefit by interest on accumulated premiums paid during coverage years 1 through 5. The insurance risk varies under Option 3.

Under either option, the Face Amount as defined above will be increased if the calculated value is less than the applicable percentage of the Account Value mandated by Section 7702 of the Internal Revenue Code. Increases mandated by Section 7702 will not result in an increase in surrender charges as described in Section III D. At issue the Policy Owner chooses either the cash value test or the guideline premium test. The test cannot be changed after issue.

B. Issue Ages

This policy is available at issue ages 0 to 90. Ages 0 to 16 are considered Juveniles, with ages 0 to 14 issued as Non-tobacco (Unismoke rates apply until attained age 15), ages 15-16 can be either non-tobacco or tobacco, and ages 17+ have all available risk classes.

C. Account Value

The Account Value under this policy is an accumulation at interest of net premiums less monthly charges. Net premiums are equal to the premium payments less a premium expense charge. Monthly charges include an administrative charge, a Face Amount charge, an insurance charge and any rider charge.

D. Surrender Proceeds

The Net Surrender Value is equal to the Account Value less the sum of the following two items:

1. the value of any outstanding policy debt
2. a surrender charge as defined in Section III D.

E. Flexibility

At issue the policyowner selects a combination of planned periodic premium, Face Amount of insurance and Death Benefit Option. A continuation of the original combination selected will result in a coverage period which could range from a short term of coverage to the insured's entire lifetime, depending upon the relationship between the selected values.

At any time while the policy is in force, the policyowner may change the premiums being paid, the Face Amount of insurance and/or the Death Benefit Option, subject to the limitations stated in the contract. Decreases in Face Amount may not lower the amount of insurance below the minimum amount. Evidence of insurability is required for any increase in Face Amount.

F. Secondary Guarantees

If there is no policy debt, the policy will stay inforce if the secondary guarantee Safety Test is met. The Safety Test can be met only during the Guarantee Period shown in the policy specifications. The Guarantee Period is the first 5 policy years.

During the Guarantee Period, the Safety Test is met if premiums paid less amounts withdrawn, accumulated with 3% interest, equals or exceeds the result of accumulated (at 3% interest) Guarantee Monthly Premiums from the Policy Date. The Guarantee Monthly Premiums are shown in the policy specifications.

G. Reserve Basis

Reserves are based upon the 2001 CSO Male and Female, Nonsmoker and Smoker, age nearest birthday, and the applicable maximum valuation rate.

H. Calculation of Guaranteed Account Value less Surrender Charge

i) Definition of Symbols

t	=	Monthly Duration
$1+i$	=	Interest Accumulation Factor (monthly)
FA	=	Face Amount
EOY	=	End of Year
ICR_t	=	Insurance Charge Rate @ t
W_t	=	Withdrawals @ t
DB_t	=	Death Benefit @ t Option 1 : DB^1_t Option 2 : DB^2_t Option 3 : DB^3_t
MAC_t	=	Monthly Administrative Charge @ t
FAC_t	=	Face Amount Charge @ t
PPC_t	=	Percent of Premium Charge @ t
$SURR_t$	=	Surrenders @ t
SC_t	=	Full Surrender Charge (yearly)
$PREM_t$	=	Gross Premium @ t
AP_t	=	Accumulated Premiums @ t
AV_t	=	Account Value @ t
IAV_t	=	Intermediate Account Value @ t
CSV_t	=	Account Value @ t less Full Surrender Charge @ t
IR_t	=	Insurance Risk @ month t
IC_t	=	Insurance Charge @ month t
$GIRC_t$	=	Guaranteed Insurability Rider Charges @ month t
WRC_t	=	Waiver Rider Charges @ time t (Waiver of Monthly Charges, Waiver of Spec. Premium, Disability Benefit Rider)
IAP_t	=	Interest on Accumulated Premiums (years 1-5) if DBO 3 with interest is elected, 0 otherwise.

ii) Calculation Routine

IAV_t	=	$AV_{t-1} + ((1-PPC_t) \times PREM_t) - (W_t + SURR_t + MAC_t + FAC_t + GIRC_t)$
DB^1	=	$\max(CORRIDOR \times IAV_t, FA)$
DB^2_t	=	$\max(CORRIDOR \times IAV_t, FA + IAV_t)$
DB^3_t	=	$\max(CORRIDOR \times IAV_t, FA + AP_t + IAP_t)$
IR_t	=	$DB_t - IAV_t$
IC_t	=	$IR_t \times ICR_t$
AV_t	=	$(IAV_t - IC_t - WRC_t) \times (1 + i)$
CSV_t	=	$\max(0, AV_t - SC_t)$

III. Basis of Policy Values

A. Interest

The minimum guaranteed interest rate applied in calculating the Account Value is 3.0%. A higher rate may be applied in the determination of the actual Account Value. A different rate may be applied to the amount of Account Value equal to any outstanding policy debt.

The interest rate applied to the portion of the Account Value equal to any outstanding policy debt is the larger of (1) and (2) below:

(1) The Policy Loan interest rate less the Loan Interest Rate Expense Charge. The Loan Interest Rate Expense Charge will not exceed the Maximum Loan Interest Rate Expense Charge (1.5% in years 1-10, 0.5% thereafter) shown in the policy specifications. The Loan Interest Rate Expense Charge will be 1.0% lower for policies in durations 11 and beyond than for policies in durations 1-10.
(2) the minimum guaranteed interest rate defined above.

For any Account Value in excess of the amount of any policy loan, the interest rate applied will be the the greater of:

- The Minimum Annual Interest Rate; and
- An alternate annual rate declared by us. The alternate annual rate of interest will reflect our expectations for future investment results, profits, and expenses. This rate will be declared for each calendar month in advance. Once declared for a month, it cannot be changed. The alternate rate is the same for all policyholders in the same class. Since investment earnings change over time, the company will constantly monitor its investments. The alternate rate is not impacted by policy provisions.

  If interest is being credited at a rate that is greater than the Minimum Annual Interest Rate, the alternate annual rate declared by us will always be 50 basis points greater for policies in durations 11 and beyond than for those policies in durations 1-10. This is due to a reduction in what we withhold for profit and expenses after the first 10 Policy Years. The Minimum Annual Interest Rate is the same for all Policy Years.

B. Insurance Charge

The Maximum Monthly Insurance Charge Rates applied in the calculation of the Account Values are based on the 2001 Commissioners Standard Ordinary Mortality Tables, age nearest birthday, for individual insureds classified as follows:

a. Sex-distinct uses 2001 Commissioners' Standard Ordinary (2001 CSO), Sex-Distinct, Smoker-Distinct Ultimate Mortality Table
b. Unisex uses the 2001 Commissioners' Standard Ordinary (2001 CSO) Smoker-Distinct Ultimate Mortality Table (80)

The monthly insurance charge rates are annual mortality rates divided by 12 but not more than $83.33 per $1,000.

The Company may use monthly Insurance Charge rates which are lower than the Maximum Monthly Insurance Charge Rates. In this case, the monthly Insurance Charge rates will be based on the Company's expectations for future mortality, investment earnings, persistency and expense results, capital and reserve requirements, taxes, and future profits.

The Insurance Charge is impacted by the policy provisions that effect insurance risk. This would include premium flexibility, loans, withdrawals, death benefit option, face amount changes and other policy provisions. The monthly insurance Charge Rates are not affected by policy provisions.

C. Expense Charges

The premium expense charge will not exceed the Maximum Premium Expense Charge. The Maximum Premium Expense Charge is 10% of premium payments. The premium expense charge is not impacted by policy provisions.

The Maximum Monthly Administrative Charge is $15 per month. The company may charge a lower monthly Administrative Charge. The monthly Administrative Charge is not affected by policy provisions.

Monthly Face Amount Charges will be assessed during the first five policy years. They will not exceed the Maximum Monthly Face Amount charges which vary by issue age, sex, risk class and policy year and are shown in the Policy Specifications (per $1,000 of Initial Face Amount). If the Face Amount is increased after the policy is issued, new additional monthly Face Amount Charges for the increase are assessed during the five coverage years following the effective date of the increase. Aside from provisions available to the policyowner to increase the face amount, monthly Face Amount Charges are not impacted by other policy provisions. Subsequent reductions in the face amount (including reductions in any increase segments) will not reduce the Face Amount Charge.

D. Surrender Charges

A surrender charge is imposed if the coverage is surrendered prior to the 9th policy anniversary. Surrender charges are calculated per $1000 of Face Amount.

If no increase in the Face Amount is made after the policy is issued, the Surrender Charge will disappear after the 9th policy year. However, if such an increase is made after issue, new additional Surrender Charges based on the increase and the attained age of the insured take effect and are added to the remaining Surrender Charge. New Surrender Charges disappear after the 9th year following the effective date of the last increase.

The Surrender Charge is level throughout the policy year and changes on the anniversary of coverage.

IV. Certification of Compliance with NAIC Universal Life Insurance Regulation Nonforfeiture Requirements

Nonforfeiture values under this policy equal or exceed the minimums values required by Section 6A of the NAIC Universal Life Insurance Regulation.

The Account Value is the value described in Section II B.

In order for the Account Value less Surrender Charges to equal or exceed to the minimum values defined in the NAIC Universal Life Insurance Regulation, policy surrender charges cannot exceed the result of the unamortized initial expense allowance (EA) less unamortized excess first year expense charges. The initial expense allowance is provided by the Standard Nonforfeiture Law (SNFL) for a fixed premium, fixed benefit endowment policy.

The initial expense allowance (EA) is equal to:

$$EA_x = 0.01 \times ELA_x + \min\left(1.25 \times p^{nl}; 0.04 \times ELA_x\right)$$

where

x is the issue age

ELA_x is the amount of insurance

P^{nl} is the "nonforfeiture net level premium", calculated at 3% interest and guaranteed mortality rates.

The maximum allowable initial surrender charge is the expense allowance (EA) less the first year excess expense charge (EEC).

(EA_x - EEC)

where,

$$EEC = EC_1 - \frac{\sum_{t=2}^{20} EC_t}{19}$$

EC_t is the expense charge for the policy year t.

The maximum allowable surrender charge in any policy year is the maximum allowable initial surrender charge multiplied by the maximum allowable runoff percentages. Since surrender charges for this policy are set level for each policy year, the maximum allowable runoff percentage is calculated as the percentage of unamortized maximum allowable initial surrender charge at the end of each policy year as defined by Section 6A of the NAIC Universal Life Insurance Regulation. Therefore, the maximum allowable runoff percentages are:

$$\ddot{a}_{x+t:} \Big/ \ddot{a}_{x:}$$

where t is the policy year, x is the issue age of the insured, and $\ddot{a}_{x:}$ is the present value of an annuity due continuing until the highest attained age at which a premium may be paid under the policy. Present values are calculated using guaranteed mortality and 3% interest (the minimum guaranteed interest rate applied to the GPA Account Value).

For this policy, we ensured that surrender charges never exceeded the maximum allowable surrender charges described above.

Therefore, the nonforfeiture values available under this policy equal or exceed the minimums required by Section 6A of the NAIC Universal Life Insurance Regulation for all ages, rate classes, and durations at which the policy is available. I have performed the above analysis, in accordance with all applicable actuarial Standards of Practice and Actuarial Guidelines, in support of this opinion.

The undersigned is an employee of the Massachusetts Mutual Life Insurance Company, a Fellow of the Society of Actuaries and a Member of the American Academy of Actuaries.

Joseph DeLuca, FSA, MAAA
Assistant Vice President & Actuary
Massachusetts Mutual Life Insurance Company

4/7/2008
Date

UL

Guaranteed Base and Other Insured Rider Monthly COI Charges per $1,000 of NAR

Age	MUP	MSP	MNT	MSPT	MT	FUP	FSP	FNT	FSPT	FT	UUP	USP	UNT	USPT	UT	Age
0			0.080833					0.040000					0.072500			0
1			0.046666					0.029166					0.043333			1
2			0.032500					0.021666					0.030000			2
3			0.022500					0.016666					0.021666			3
4			0.017500					0.015833					0.017500			4
5			0.017500					0.015000					0.016666			5
6			0.018333					0.015000					0.017500			6
7			0.018333					0.017500					0.018333			7
8			0.018333					0.017500					0.018333			8
9			0.019166					0.017500					0.019166			9
10			0.019166					0.018333					0.019166			10
11			0.022500					0.019166					0.021666			11
12			0.027500					0.022500					0.026666			12
13			0.032500					0.025000					0.030833			13
14			0.039166					0.027500					0.036666			14
15			0.050833		0.050833			0.029166		0.029166			0.046666		0.046666	15
16			0.061666		0.065833			0.032500		0.034166			0.055833		0.060000	16
17	0.070833	0.070833	0.070833	0.080833	0.080833	0.034166	0.034166	0.034166	0.038333	0.038333	0.063333	0.063333	0.063333	0.072500	0.072500	17
18	0.076666	0.076666	0.076666	0.092500	0.092500	0.035000	0.035000	0.035000	0.041666	0.041666	0.068333	0.068333	0.068333	0.082500	0.082500	18
19	0.078333	0.078333	0.078333	0.100833	0.100833	0.037500	0.037500	0.037500	0.045000	0.045000	0.070000	0.070000	0.070000	0.090000	0.090000	19
20	0.079166	0.079166	0.079166	0.105833	0.105833	0.037500	0.037500	0.037500	0.048333	0.048333	0.070833	0.070833	0.070833	0.094166	0.094166	20
21	0.079166	0.079166	0.079166	0.110833	0.110833	0.038333	0.038333	0.038333	0.050833	0.050833	0.070833	0.070833	0.070833	0.099166	0.099166	21
22	0.079166	0.079166	0.079166	0.116666	0.116666	0.040000	0.040000	0.040000	0.054166	0.054166	0.071666	0.071666	0.071666	0.104166	0.104166	22
23	0.080000	0.080000	0.080000	0.121666	0.121666	0.040000	0.040000	0.040000	0.055833	0.055833	0.071666	0.071666	0.071666	0.108333	0.108333	23
24	0.080833	0.080833	0.080833	0.128333	0.128333	0.041666	0.041666	0.041666	0.060000	0.060000	0.073333	0.073333	0.073333	0.115000	0.115000	24
25	0.081666	0.081666	0.081666	0.135833	0.135833	0.041666	0.041666	0.041666	0.064166	0.064166	0.073333	0.073333	0.073333	0.121666	0.121666	25
26	0.085000	0.085000	0.085000	0.142500	0.142500	0.044166	0.044166	0.044166	0.067500	0.067500	0.076666	0.076666	0.076666	0.127500	0.127500	26
27	0.089166	0.089166	0.089166	0.150833	0.150833	0.047500	0.047500	0.047500	0.072500	0.072500	0.080833	0.080833	0.080833	0.135000	0.135000	27
28	0.087500	0.087500	0.087500	0.151666	0.151666	0.048333	0.048333	0.048333	0.076666	0.076666	0.080000	0.080000	0.080000	0.136666	0.136666	28
29	0.085833	0.085833	0.085833	0.150833	0.150833	0.051666	0.051666	0.051666	0.082500	0.082500	0.079166	0.079166	0.079166	0.137500	0.137500	29
30	0.085000	0.085000	0.085000	0.150000	0.150000	0.053333	0.053333	0.053333	0.085833	0.085833	0.078333	0.078333	0.078333	0.137500	0.137500	30
31	0.084166	0.084166	0.084166	0.150000	0.150000	0.056666	0.056666	0.056666	0.093333	0.093333	0.078333	0.078333	0.078333	0.139166	0.139166	31
32	0.084166	0.084166	0.084166	0.151666	0.151666	0.060000	0.060000	0.060000	0.099166	0.099166	0.079166	0.079166	0.079166	0.140833	0.140833	32
33	0.086666	0.086666	0.086666	0.155833	0.155833	0.063333	0.063333	0.063333	0.106666	0.106666	0.081666	0.081666	0.081666	0.145833	0.145833	33
34	0.088333	0.088333	0.088333	0.161666	0.161666	0.068333	0.068333	0.068333	0.115833	0.115833	0.084166	0.084166	0.084166	0.152500	0.152500	34
35	0.090833	0.090833	0.090833	0.166666	0.166666	0.074166	0.074166	0.074166	0.127500	0.127500	0.087500	0.087500	0.087500	0.159166	0.159166	35
36	0.095833	0.095833	0.095833	0.175833	0.175833	0.079166	0.079166	0.079166	0.137500	0.137500	0.092500	0.092500	0.092500	0.168333	0.168333	36
37	0.100000	0.100000	0.100000	0.185833	0.185833	0.085833	0.085833	0.085833	0.149166	0.149166	0.097500	0.097500	0.097500	0.178333	0.178333	37
38	0.107500	0.107500	0.107500	0.200000	0.200000	0.089166	0.089166	0.089166	0.156666	0.156666	0.104166	0.104166	0.104166	0.191666	0.191666	38
39	0.114166	0.114166	0.114166	0.214166	0.214166	0.094166	0.094166	0.094166	0.166666	0.166666	0.110000	0.110000	0.110000	0.205000	0.205000	39
40	0.121666	0.121666	0.121666	0.230833	0.230833	0.100000	0.100000	0.100000	0.176666	0.176666	0.117500	0.117500	0.117500	0.220000	0.220000	40
41	0.131666	0.131666	0.131666	0.252500	0.252500	0.105833	0.105833	0.105833	0.188333	0.188333	0.126666	0.126666	0.126666	0.240000	0.240000	41
42	0.144166	0.144166	0.144166	0.277500	0.277500	0.112500	0.112500	0.112500	0.202500	0.202500	0.137500	0.137500	0.137500	0.262500	0.262500	42
43	0.158333	0.158333	0.158333	0.307500	0.307500	0.120833	0.120833	0.120833	0.219166	0.219166	0.150833	0.150833	0.150833	0.290000	0.290000	43
44	0.175000	0.175000	0.175000	0.343333	0.343333	0.130833	0.130833	0.130833	0.238333	0.238333	0.165833	0.165833	0.165833	0.322500	0.322500	44
45	0.194166	0.194166	0.194166	0.380833	0.380833	0.142500	0.142500	0.142500	0.260833	0.260833	0.184166	0.184166	0.184166	0.356666	0.356666	45
46	0.212500	0.212500	0.212500	0.415833	0.415833	0.155833	0.155833	0.155833	0.285833	0.285833	0.200833	0.200833	0.200833	0.390000	0.390000	46
47	0.232500	0.232500	0.232500	0.455000	0.455000	0.172500	0.172500	0.172500	0.317500	0.317500	0.220833	0.220833	0.220833	0.427500	0.427500	47
48	0.244166	0.244166	0.244166	0.476666	0.476666	0.190833	0.190833	0.190833	0.356666	0.356666	0.233333	0.233333	0.233333	0.452500	0.452500	48
49	0.257500	0.257500	0.257500	0.501666	0.501666	0.210833	0.210833	0.210833	0.400833	0.400833	0.248333	0.248333	0.248333	0.481666	0.481666	49
50	0.276666	0.276666	0.276666	0.537500	0.537500	0.234166	0.234166	0.234166	0.449166	0.449166	0.268333	0.268333	0.268333	0.520000	0.520000	50
51	0.299166	0.299166	0.299166	0.580000	0.580000	0.260000	0.260000	0.260000	0.501666	0.501666	0.291666	0.291666	0.291666	0.564166	0.564166	51
52	0.330000	0.330000	0.330000	0.638333	0.638333	0.289166	0.289166	0.289166	0.559166	0.559166	0.321666	0.321666	0.321666	0.622500	0.622500	52
53	0.363333	0.363333	0.363333	0.704166	0.704166	0.320833	0.320833	0.320833	0.620000	0.620000	0.355000	0.355000	0.355000	0.687500	0.687500	53
54	0.405833	0.405833	0.405833	0.786666	0.786666	0.354166	0.354166	0.354166	0.686666	0.686666	0.395833	0.395833	0.395833	0.766666	0.766666	54
55	0.458333	0.458333	0.458333	0.880000	0.880000	0.390000	0.390000	0.390000	0.756666	0.756666	0.445000	0.445000	0.445000	0.855000	0.855000	55
56	0.511666	0.511666	0.511666	0.975000	0.975000	0.431666	0.431666	0.431666	0.831666	0.831666	0.495833	0.495833	0.495833	0.945833	0.945833	56
57	0.569166	0.569166	0.569166	1.075833	1.075833	0.475000	0.475000	0.475000	0.911666	0.911666	0.550000	0.550000	0.550000	1.042500	1.042500	57
58	0.618333	0.618333	0.618333	1.155000	1.155000	0.521666	0.521666	0.521666	0.989166	0.989166	0.599166	0.599166	0.599166	1.121666	1.121666	58
59	0.675000	0.675000	0.675000	1.246666	1.246666	0.568333	0.568333	0.568333	1.075000	1.075000	0.653333	0.653333	0.653333	1.211666	1.211666	59
60	0.743333	0.743333	0.743333	1.357500	1.357500	0.616666	0.616666	0.616666	1.164166	1.164166	0.717500	0.717500	0.717500	1.318333	1.318333	60

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Guaranteed Base and Other Insured Rider Monthly COI Charges per $1,000 of NAR

Age	MUP	MSP	MNT	MSPT	MT	FUP	FSP	FNT	FSPT	FT	UUP	USP	UNT	USPT	UT	Age
61	0.826666	0.826666	0.826666	1.495000	1.495000	0.669166	0.669166	0.669166	1.256666	1.256666	0.795000	0.795000	0.795000	1.446666	1.446666	61
62	0.928333	0.928333	0.928333	1.660833	1.660833	0.726666	0.726666	0.726666	1.360833	1.360833	0.887500	0.887500	0.887500	1.599166	1.599166	62
63	1.042500	1.042500	1.042500	1.845000	1.845000	0.785833	0.785833	0.785833	1.465000	1.465000	0.990833	0.990833	0.990833	1.767500	1.767500	63
64	1.162500	1.162500	1.162500	2.033333	2.033333	0.850000	0.850000	0.850000	1.575000	1.575000	1.099166	1.099166	1.099166	1.939166	1.939166	64
65	1.289166	1.289166	1.289166	2.219166	2.219166	0.920833	0.920833	0.920833	1.695000	1.695000	1.214166	1.214166	1.214166	2.110833	2.110833	65
66	1.417500	1.417500	1.417500	2.398333	2.398333	0.999166	0.999166	0.999166	1.822500	1.822500	1.331666	1.331666	1.331666	2.278333	2.278333	66
67	1.547500	1.547500	1.547500	2.572500	2.572500	1.085000	1.085000	1.085000	1.965833	1.965833	1.452500	1.452500	1.452500	2.445833	2.445833	67
68	1.687500	1.687500	1.687500	2.755833	2.755833	1.180833	1.180833	1.180833	2.123333	2.123333	1.583333	1.583333	1.583333	2.623333	2.623333	68
69	1.832500	1.832500	1.832500	2.937500	2.937500	1.285833	1.285833	1.285833	2.294166	2.294166	1.719166	1.719166	1.719166	2.801666	2.801666	69
70	2.008333	2.008333	2.008333	3.157500	3.157500	1.401666	1.401666	1.401666	2.485000	2.485000	1.881666	1.881666	1.881666	3.014166	3.014166	70
71	2.205000	2.205000	2.205000	3.398333	3.398333	1.535000	1.535000	1.535000	2.702500	2.702500	2.064166	2.064166	2.064166	3.249166	3.249166	71
72	2.463333	2.463333	2.463333	3.725833	3.725833	1.684166	1.684166	1.684166	2.942500	2.942500	2.299166	2.299166	2.299166	3.556666	3.556666	72
73	2.735833	2.735833	2.735833	4.055000	4.055000	1.845833	1.845833	1.845833	3.200833	3.200833	2.546666	2.546666	2.546666	3.869166	3.869166	73
74	3.022500	3.022500	3.022500	4.387500	4.387500	2.023333	2.023333	2.023333	3.484166	3.484166	2.808333	2.808333	2.808333	4.189166	4.189166	74
75	3.335833	3.335833	3.335833	4.774166	4.774166	2.220000	2.220000	2.220000	3.769166	3.769166	3.094166	3.094166	3.094166	4.551666	4.551666	75
76	3.677500	3.677500	3.677500	5.185833	5.185833	2.435833	2.435833	2.435833	4.080000	4.080000	3.405833	3.405833	3.405833	4.939166	4.939166	76
77	4.074166	4.074166	4.074166	5.661666	5.661666	2.673333	2.673333	2.673333	4.414166	4.414166	3.763333	3.763333	3.763333	5.380000	5.380000	77
78	4.537500	4.537500	4.537500	6.211666	6.211666	2.935833	2.935833	2.935833	4.774166	4.774166	4.177500	4.177500	4.177500	5.883333	5.883333	78
79	5.072500	5.072500	5.072500	6.837500	6.837500	3.219166	3.219166	3.219166	5.163333	5.163333	4.650000	4.650000	4.650000	6.449166	6.449166	79
80	5.655833	5.655833	5.655833	7.505833	7.505833	3.535833	3.535833	3.535833	5.582500	5.582500	5.163333	5.163333	5.163333	7.052500	7.052500	80
81	6.320000	6.320000	6.320000	8.254166	8.254166	3.965833	3.965833	3.965833	6.172500	6.172500	5.761666	5.761666	5.761666	7.754166	7.754166	81
82	7.011666	7.011666	7.011666	9.009166	9.009166	4.450833	4.450833	4.450833	6.813333	6.813333	6.390000	6.390000	6.390000	8.470833	8.470833	82
83	7.757500	7.757500	7.757500	9.800833	9.800833	4.934166	4.934166	4.934166	7.437500	7.437500	7.055000	7.055000	7.055000	9.208333	9.208333	83
84	8.583333	8.583333	8.583333	10.661666	10.661666	5.468333	5.468333	5.468333	8.108333	8.108333	7.786666	7.786666	7.786666	10.006666	10.006666	84
85	9.505833	9.505833	9.505833	11.674166	11.674166	6.070000	6.070000	6.070000	8.784166	8.784166	8.600000	8.600000	8.600000	10.913333	10.913333	85
86	10.528333	10.528333	10.528333	12.782500	12.782500	6.615833	6.615833	6.615833	9.347500	9.347500	9.462500	9.462500	9.462500	11.851666	11.851666	86
87	11.645000	11.645000	11.645000	13.974166	13.974166	7.437500	7.437500	7.437500	10.240833	10.240833	10.454166	10.454166	10.454166	12.926666	12.926666	87
88	12.841666	12.841666	12.841666	15.226666	15.226666	8.295833	8.295833	8.295833	11.132500	11.132500	11.502500	11.502500	11.502500	14.034166	14.034166	88
89	14.104166	14.104166	14.104166	16.522500	16.522500	9.210833	9.210833	9.210833	12.029166	12.029166	12.597500	12.597500	12.597500	15.159166	15.159166	89
90	15.421666	15.421666	15.421666	17.844166	17.844166	10.054166	10.054166	10.054166	12.754166	12.754166	13.690000	13.690000	13.690000	16.229166	16.229166	90
91	16.660833	16.660833	16.660833	19.035833	19.035833	10.480833	10.480833	10.480833	12.911666	12.911666	14.563333	14.563333	14.563333	16.991666	16.991666	91
92	17.952500	17.952500	17.952500	20.251666	20.251666	11.320000	11.320000	11.320000	13.555000	13.555000	15.567500	15.567500	15.567500	17.879166	17.879166	92
93	19.315000	19.315000	19.315000	21.508333	21.508333	12.565000	12.565000	12.565000	14.591666	14.591666	16.735833	16.735833	16.735833	18.895833	18.895833	93
94	20.754166	20.754166	20.754166	22.811666	22.811666	14.136666	14.136666	14.136666	15.914166	15.914166	18.067500	18.067500	18.067500	20.032500	20.032500	94
95	22.265833	22.265833	22.265833	24.254166	24.254166	16.076666	16.076666	16.076666	17.914166	17.914166	19.601666	19.601666	19.601666	21.533333	21.533333	95
96	23.649166	23.649166	23.649166	25.527500	25.527500	17.919166	17.919166	17.919166	19.742500	19.742500	21.045833	21.045833	21.045833	22.899166	22.899166	96
97	25.124166	25.124166	25.124166	26.870000	26.870000	19.815833	19.815833	19.815833	21.579166	21.579166	22.591666	22.591666	22.591666	24.340833	24.340833	97
98	26.698333	26.698333	26.698333	28.287500	28.287500	20.140833	20.140833	20.140833	21.667500	21.667500	23.426666	23.426666	23.426666	24.975000	24.975000	98
99	28.378333	28.378333	28.378333	29.785000	29.785000	21.228333	21.228333	21.228333	22.564166	22.564166	24.610000	24.610000	24.610000	25.966666	25.966666	99
100	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	100
101	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	101
102	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	102
103	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	103
104	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	104
105	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	105
106	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	106
107	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	107
108	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	108
109	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	109
110	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	110
111	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	111
112	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	112
113	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	113
114	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	114
115	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	115
116	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	116
117	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	117
118	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	118
119	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	119
120	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	120

READABILITY CERTIFICATION

Massachusetts Mutual Life Insurance Company

I hereby certify the accuracy of the flesch reading ease test score for the following policy forms. These forms are at least 10 (ten) point type, 2 (two) point leaded.

FORM NUMBER AND TITLE		FLESCHSCORE
P6-2008(AR)	Flexible Premium Adjustable Life Insurance Policy (sex distinct)	55.1
P6-2008U(AR)	Flexible Premium Adjustable Life Insurance Policy (unisex)	55.1
DBUL-2008	Disability Benefit Rider	50.4
GIUL-2008	Guaranteed Insurability Rider	54.7
OIUL-2008	Other Insured Rider (sex distinct)	52.3
OIUL-2008U	Other Insured Rider (unisex)	51.5
WMUL-2008	Waiver of Monthly Charges Rider	50.9
WSUL-2008	Waiver of Specified Premium Rider	50.9

Signature: _____
Daniel Pouliot
Assistant Vice President

Date: 4/9/08

ReadCW