

SERFF Tracking Number: MASS-127142885 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48877
 Company Tracking Number:
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: SUL Guard 3
 Project Name/Number: SUL Guard 3/SUL Guard 3

Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company

Product Name: SUL Guard 3

SERFF Tr Num: MASS-127142885 State: Arkansas

TOI: L09I Individual Life - Flexible Premium

SERFF Status: Closed-Approved- State Tr Num: 48877

Adjustable Life

Closed

Sub-TOI: L09I.002 Joint (Last Survivor)

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Robin Perez, Jennifer

Disposition Date: 05/31/2011

Dube, Nick Sheehan

Date Submitted: 05/25/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: SUL Guard 3

Status of Filing in Domicile:

Project Number: SUL Guard 3

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 05/31/2011

State Status Changed: 05/31/2011

Deemer Date:

Created By: Jennifer Dube

Submitted By: Jennifer Dube

Corresponding Filing Tracking Number: Z0061

Filing Description:

Massachusetts Mutual Life Insurance Company

NAIC#: 435-65935

FEIN #: 04-1590850

Z0061 Modification Of Part 4. Guaranteed Death Benefit Safety Test Endorsement

Z0062 Modification Of Grace Period Provision Endorsement

SERFF Tracking Number: MASS-127142885 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48877
Company Tracking Number:
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: SUL Guard 3
Project Name/Number: SUL Guard 3/SUL Guard 3

The above-referenced forms are being submitted for your department's review and approval. The forms are in final print format and variable material has been bracketed. Final print copies of the forms along with any required certifications and filing fee are enclosed. The forms are new and will not replace any previously approved forms.

Z0061

This endorsement will be attached to all new issues of previously approved Survivorship Flexible Premium Adjustable Life Insurance Policy forms P9-2005(AR) and P9-2005U(AR). The form replaces the Guaranteed Death Benefit Safety Test (Part 4 of the policy).

A new field will be added to the Policy Specifications Pages (Guaranteed Death Benefit Measure Annual Threshold Premium) as a result of language introduced in this endorsement.

Z0062

This endorsement will be attached to all new issues of the Survivorship Flexible Premium Adjustable Life Insurance Policies mentioned above. The form modifies the Grace Period provision.

Company and Contact

Filing Contact Information

Jennifer Dube, Compliance Assistant JenniferDube@massmutual.com
1295 State Street 860-562-3685 [Phone] 23685 [Ext]
MIP: M381 860-562-6109 [FAX]
Springfield, MA 01111-0001

Filing Company Information

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

Filing Fees

Fee Required? Yes
Fee Amount: \$150.00

SERFF Tracking Number: MASS-127142885 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48877
Company Tracking Number:
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: SUL Guard 3
Project Name/Number: SUL Guard 3/SUL Guard 3
Retaliatory? Yes
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Mutual Life Insurance Company	\$150.00	05/25/2011	48000846

SERFF Tracking Number: MASS-127142885 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48877
 Company Tracking Number:
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: SUL Guard 3
 Project Name/Number: SUL Guard 3/SUL Guard 3

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/31/2011	05/31/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Modification Of Grace Period Provision Endorsement	Jennifer Dube	05/26/2011	05/26/2011

SERFF Tracking Number: *MASS-127142885* *State:* *Arkansas*
Filing Company: *Massachusetts Mutual Life Insurance Company* *State Tracking Number:* *48877*
Company Tracking Number:
TOI: *L09I Individual Life - Flexible Premium* *Sub-TOI:* *L09I.002 Joint (Last Survivor)*
Adjustable Life
Product Name: *SUL Guard 3*
Project Name/Number: *SUL Guard 3/SUL Guard 3*

Disposition

Disposition Date: 05/31/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MASS-127142885 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48877
 Company Tracking Number:
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: SUL Guard 3
 Project Name/Number: SUL Guard 3/SUL Guard 3

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Form	Modification Of Part 4. Guaranteed		Yes
	Death Benefit Safety Test Endorsement		
Form (revised)	Modification Of Grace Period Provision		Yes
	Endorsement		
Form	Modification Of Grace Period Provision		Yes
	Endorsement		

SERFF Tracking Number: MASS-127142885 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48877
 Company Tracking Number:
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: SUL Guard 3
 Project Name/Number: SUL Guard 3/SUL Guard 3

Amendment Letter

Submitted Date: 05/26/2011

Comments:

Please find a corrected version of Z0062 attached. The original form submitted was in error. Thank you.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
Z0062	Policy/Contr	Modification	Initial				55.800	Z0062 final generic bracketed.pdf

SERFF Tracking Number: MASS-127142885 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48877
 Company Tracking Number:
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: SUL Guard 3
 Project Name/Number: SUL Guard 3/SUL Guard 3

Form Schedule

Lead Form Number: Z0061

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	Z0061	Policy/Cont Modification Of Part ract/Fratern 4. Guaranteed al Death Benefit Safety Certificate: Test Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.900	Z0061 final generic - bracketed.pdf
	Z0062	Policy/Cont Modification Of ract/Fratern Grace Period al Provision Certificate: Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55.800	Z0062 final generic bracketed.pdf

Endorsement

Modification Of Part 4. Guaranteed Death Benefit Safety Test

This endorsement will be effective as of the policy date for the policy with which it is issued.

This policy was changed before it was signed by us. Part 4 of this policy is replaced with the following:

Part 4. Guaranteed Death Benefit Safety Test

On each Monthly Charge Date prior to the younger Insured's Attained Age 121, we test to determine whether the Guaranteed Death Benefit Safety Test is met. The Guaranteed Death Benefit Safety Test is met if the Guaranteed Death Benefit Measure, minus the Guaranteed Death Benefit Measure Offset Amount (GDBM Offset Amount), is greater than or equal to the Guaranteed Death Benefit Monthly Factors due. We will notify you if you fail the Guaranteed Death Benefit Safety Test and this policy will lapse (see the **Grace Period Notification** provision in Part 3).

Guaranteed Death Benefit Measure The Guaranteed Death Benefit Measure is not used to determine this policy's Account Value or death benefit. It is a reference measure that is used to determine if the Guaranteed Death Benefit Safety Test is met on each Monthly Charge Date. For the purpose of calculating the Guaranteed Death Benefit Measure, net premiums allocated to the GDB Premium Account are measured from the Monthly Charge Date that is on or precedes the date on which we receive the premium.

The Guaranteed Death Benefit Measure is equal to:

- Net premiums paid into the GDB Premium Account; plus
- Amounts transferred into the GDB Premium Account; less
- Amounts transferred or withdrawn from the GDB Premium Account; less
- Any surrender charges for this policy that have been deducted from the GDB Premium Account due to any decreases in the Face Amount; less
- Loans and loan interest attributed to the GDB Premium Account; less
- All prior Guaranteed Death Benefit Monthly Factors taken for this policy; plus
- Loans repaid to the GDB Premium Account; plus
- Interest credited to the GDB Premium Account as a result of any policy loan; plus
- Interest on the above amounts credited at the Guaranteed Death Benefit Measure Interest Factors shown in the Policy Specifications.

The Guaranteed Death Benefit Monthly Factors are determined on each Monthly Charge Date.

Guaranteed Death Benefit Measure Interest Factors In the first Policy Year, the interest factor we use will be the daily equivalent of the Year 1 Guaranteed Death Benefit Measure Interest Factor. After the first Policy Year, interest credited to the Guaranteed Death Benefit Measure will be determined as described below.

The daily equivalent of the Guaranteed Death Benefit Measure Band 1 Interest Factor will be applied to the portion of the Guaranteed Death Benefit Measure that does not

exceed the Guaranteed Death Benefit Measure Annual Threshold Amount applicable for the Policy Year shown in the Policy Specifications.

The daily equivalent of the Guaranteed Death Benefit Measure Band 2 Interest Factor will be applied to the portion of the Guaranteed Death Benefit Measure that exceeds the Guaranteed Death Benefit Measure Annual Threshold Amount applicable for the Policy Year shown in the Policy Specifications.

The Guaranteed Death Benefit Measure Annual Threshold Amount is equal to:

- The amount shown for the Attained Age of the younger Insured in the Table Of Guaranteed Death Benefit Banding Annual Thresholds.

**Maximum
Guaranteed Death
Benefit Monthly
Factors**

Three types of monthly factors reduce the Guaranteed Death Benefit Measure:

- Guaranteed Death Benefit Monthly Face Amount Factor;
- Guaranteed Death Benefit Monthly Insurance Factor; and
- Any applicable Guaranteed Death Benefit Rider Factors (which are described in each applicable rider).

These monthly factors reduce the Guaranteed Death Benefit Measure on each Monthly Charge Date prior to the younger Insured's Attained Age 121. Monthly factors will also reduce the Guaranteed Death Benefit Measure on the date that we receive the amount of premium needed to prevent termination, as discussed in the **Determining Amount Of Premium Needed To Avoid Termination** provision in Part 3.

The maximum Guaranteed Death Benefit factors are established on the date(s) this policy and riders are issued and can never be increased.

**Maximum
Guaranteed Death
Benefit Monthly
Face Amount Factor**

The amount of this factor is equal to:

- The Face Amount divided by 1,000; multiplied by
- The Maximum Guaranteed Death Benefit Monthly Face Amount Factor shown in the Policy Specifications.

**Maximum
Guaranteed Death
Benefit Monthly
Insurance Factor**

The Table Of Maximum Guaranteed Death Benefit Monthly Insurance Factors Per Thousand Of Guaranteed Death Benefit Measure Risk is in the Policy Specifications.

The Guaranteed Death Benefit Measure Risk is determined on each date the factor reduces the Guaranteed Death Benefit Measure. We determine the Guaranteed Death Benefit Measure of this policy after all additions and factors other than the Guaranteed Death Benefit Monthly Insurance Factor.

The Guaranteed Death Benefit Measure Risk is equal to:

- The Face Amount divided by an amount equal to 1 plus the monthly equivalent of the Minimum Annual Interest Rate shown in the Policy Specifications; less
- The Guaranteed Death Benefit Measure.

If there are two or more tables of Maximum Guaranteed Death Benefit Monthly Insurance Factors, the pro rata Guaranteed Death Benefit Measure Risk allocated to each table will be based on the proportionate amount of Face Amount for the table to the total Face Amount.

Any premiums refunded under the **Right To Refund Premiums** provision in Part 2 are excluded from the Guaranteed Death Benefit Safety Test calculation.

**GDBM
Offset Amount**

In the first Policy Year, The GDBM Offset Amount is equal to zero. After the first Policy Year, the GDBM Offset Amount will never be less than zero and is equal to:

- 80% of the amount by which the Guaranteed Death Benefit Measure Annual Threshold Amount exceeds the Guaranteed Death Benefit Measure Annual Threshold Premium (shown in the Policy Specifications) until the younger Insured's Attained Age 92. After the younger Insured's Attained Age 92, the percentage decreases by 10 points each year until it equals zero at the younger Insured's Attained Age 100.

The GDBM Offset Amount will not be used in the Guaranteed Death Benefit Safety Test on a Monthly Charge Date if (A) is greater than (B) where (A) and (B) are defined as follows:

- A. The net Premiums paid into the GDB Premium Account over the prior 14 months; plus
Amounts transferred into the GDB Premium Account over the prior 14 months;
less
Amounts transferred or withdrawn from the GDB Premium Account over the prior 14 months.
- B. The net premium that would need to be allocated to the GDB Premium Account at the beginning of the current Policy Year, such that the Guaranteed Death Benefit Measure would stay positive throughout the Policy Year and equal zero at the end of the Policy Year, calculated using the following assumptions (regardless of actual policy values or transactions):
 - The Guaranteed Death Benefit Measure was equal to zero at the beginning of the current Policy Year;
 - No transfers or withdrawals are deducted from the GDB Premium Account for the remainder of the Policy Year;
 - No additional net premium is paid into the GDB Premium Account for the remainder of the Policy Year;
 - No amounts are transferred into the GDB Premium Account for the remainder of the current Policy Year;
 - There is no loan attributable to the GDB Premium Account at the beginning of the current Policy Year; and
 - No loan transactions are attributed to the GDB Premium Account for the remainder of the current Policy Year.

**Safety Test
Example**

On the 6th Monthly Charge Date, there is no policy debt and the monthly charges due are \$100. The Guaranteed Death Benefit Measure is 75, the Guaranteed Death Benefit Monthly Factors due are 70, and the GDBM Offset Amount is zero. The Guaranteed Death Benefit Safety Test is met and the policy remains in force because the Guaranteed Death Benefit Measure minus the GDBM Offset Amount is greater than the Guaranteed Death Benefit Monthly Factors due on that Monthly Charge Date.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

 [Christine C. Peaslee]

SECRETARY

Endorsement

Modification Of Grace Period Provision

This endorsement will be effective as of the policy date for the policy with which it is issued.

This policy was changed before it was signed by us. The Grace Period provision is replaced with the following:

Grace Period

The policy will enter the grace period if:

1. The policy debt limit is exceeded; or
2. The Net Surrender Value (Account Value less surrender charges and less policy debt) is less than the monthly charges due and the Guaranteed Death Benefit Safety Test is not met; or
3. There is an outstanding loan on the Monthly Charge Date and the Account Value minus policy debt is less than the monthly charges due, even if the Guaranteed Death Benefit Safety Test is met.

The grace period begins on the date that monthly charges are due. It ends 61 days after that date or, if later, 31 days after we mail a written notice to the last known address(es) of the Owner and any assignee shown in our records.

During the grace period, the policy will stay in force. If the second death occurs during the grace period, any unpaid premium amount needed to avoid termination will be deducted from the death benefit (see **Amount Of Death Benefit** provision in Part 6). The policy will terminate without value if we do not receive payment of the required amount by the end of the grace period.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

 [Handwritten signature of Christine C. Pearson]

SECRETARY

SERFF Tracking Number: MASS-127142885 State: Arkansas
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48877
Company Tracking Number:
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: SUL Guard 3
Project Name/Number: SUL Guard 3/SUL Guard 3

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attachment:

Generic SUL Guard 3 Readability Cert.pdf

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

FLESCH SCORE

Z0061	Modification Of Part 4. Guaranteed Death Benefit Safety Test Endorsement	52.9
Z0062	Modification Of Grace Period Provision Endorsement	55.8

Signature:


Jo-Anne Rankin
Vice President

Date:

4-18-11

SERFF Tracking Number: MASS-127142885 State: Arkansas
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 48877
 Company Tracking Number:
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: SUL Guard 3
 Project Name/Number: SUL Guard 3/SUL Guard 3

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/25/2011	Form	Modification Of Grace Period Provision Endorsement	05/26/2011	Z0062 final generic - bracketed.pdf (Superseded)

Endorsement

Modification Of Grace Period Provision

This endorsement will be effective as of the policy date for the policy with which it is issued.

This policy was changed before it was signed by us. The Grace Period provision is replaced with the following:

Grace Period

The policy will enter the grace period if:

1. The policy debt limit is exceeded; or
2. The Net Surrender Value (Account Value less surrender charges and less policy debt) is less than the monthly charges due and the Guaranteed Death Benefit Safety Test is not met; or
3. If there is an outstanding loan on the Monthly Charge Date, but the policy debt limit has not been reached, and
 - a. The Account Value minus Debt is less than the monthly charges due, and
 - b. The Guaranteed Death Benefit Safety Test is met.

The grace period begins on the date that monthly charges are due. It ends 61 days after that date or, if later, 31 days after we mail a written notice to the last known address(es) of the Owner and any assignee shown in our records.

During the grace period, the policy will stay in force. If the second death occurs during the grace period, any unpaid premium amount needed to avoid termination will be deducted from the death benefit (see **Amount Of Death Benefit** provision in Part 6). The policy will terminate without value if we do not receive payment of the required amount by the end of the grace period.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

[*Christine C. Pearson*]

SECRETARY