

SERFF Tracking Number: MASS-127896260 State: Arkansas  
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
Company Tracking Number: WL-AR-2011  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: WL-2011  
Project Name/Number: WL-2011/WL-2011

## Filing at a Glance

Company: Massachusetts Mutual Life Insurance Company

Product Name: WL-2011

TOI: L071 Individual Life - Whole

Sub-TOI: L071.101 Fixed/Indeterminate  
Premium - Single Life

Filing Type: Form

SERFF Tr Num: MASS-127896260 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 50524

Co Tr Num: WL-AR-2011

State Status: Approved-Closed

Authors: Robin Perez, Jennifer  
Dube, Nick Sheehan

Date Submitted: 12/20/2011

Reviewer(s): Linda Bird

Disposition Date: 01/03/2012

Disposition Status: Approved-  
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: WL-2011

Project Number: WL-2011

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Jennifer Dube

Status of Filing in Domicile: Authorized

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 01/03/2012

State Status Changed: 01/03/2012

Created By: Jennifer Dube

Corresponding Filing Tracking Number: WL-  
AR-2011

Filing Description:

Massachusetts Mutual Life Insurance Company

NAIC#: 435-65935

FEIN #: 04-1590850

WL-AR-2011

Whole Life Policy

WL-AR-2011U Whole Life Policy

SERFF Tracking Number: MASS-127896260 State: Arkansas  
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
Company Tracking Number: WL-AR-2011  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: WL-2011  
Project Name/Number: WL-2011/WL-2011

ABR-2011 Accelerated Death Benefit For Terminal Illness Rider

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, along with any required certifications and filing fee, are also enclosed.

The policies and rider are new and will not replace any previously approved forms. Previously approved applications A60AR1106 (approved by your Department on 10/30/06) and A50GE702 (approved on 10/28/02) will be used with the new forms.

#### WL-AR-2011 & WL-AR-2011U

These are whole life policies with a level death benefit and level premiums that are payable during the lifetime of the insured to age 100. WL-AR-2011 and Policy Specifications Pages WL-AR-2011 will be issued on a sex-distinct basis: WL-AR-2011U and Policy Specifications Pages WL-AR-2011U will be issued on a unisex basis.

#### ABR-2011

This rider provides for payment of the death benefit under a policy to the owner, during the lifetime of the insured, if the insured has a terminal illness. A terminal illness, as defined in this rider is a medical condition that:

- Is first diagnosed by a legally qualified physician;
- With reasonable medical certainty, will result in the death of the Insured within 12 months after the date the legally qualified physician certifies the diagnosis; and
- Is not curable by any means available to the medical profession.

The rider will be automatically attached at issue. There is no charge for the rider.

In the future we may also extend the use of this rider to other traditional products.

Also enclosed, for your information, is Disclosure Statement ABRDS-2011 that will be provided to policyholders.

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

ALIR-2007 Additional Life Insurance Rider

SERFF Tracking Number: MASS-127896260 State: Arkansas  
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
Company Tracking Number: WL-AR-2011  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: WL-2011  
Project Name/Number: WL-2011/WL-2011

GIR-2007 Guaranteed Insurability Ride  
RTR-2007 Renewable Term Life Insurance Rider  
WP-2007 Waiver of Premium Rider  
YTR-2007 Yearly Term Purchase Rider

TZ102 Modification of When Premiums are Due Endorsement  
TZ106 Limitation of Liability for Certain Aviation Hazards Endorsement  
TZ107 Limitation of Liability for Certain Aviation Hazards Endorsement – Military  
TZ108 Limitation of Liability for Certain Avocation Hazards Endorsement  
TZ110 Modification of Representations and Contestability Provision Endorsement  
TZ111 Modification of Death By Suicide Provision Endorsement

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.

## 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: \$120.00

*SERFF Tracking Number:* MASS-127896260      *State:* Arkansas  
*Filing Company:* Massachusetts Mutual Life Insurance Company      *State Tracking Number:* 50524  
*Company Tracking Number:* WL-AR-2011  
*TOI:* L071 Individual Life - Whole      *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life  
  
*Product Name:* WL-2011  
*Project Name/Number:* WL-2011/WL-2011  
**Retaliatory?** No  
**Fee Explanation:**  
**Per Company:** No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Massachusetts Mutual Life Insurance Company	\$120.00	12/20/2011	54673767
Massachusetts Mutual Life Insurance Company	\$30.00	12/27/2011	54835654

SERFF Tracking Number: MASS-127896260 State: Arkansas  
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
 Company Tracking Number: WL-AR-2011  
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: WL-2011  
 Project Name/Number: WL-2011/WL-2011

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/03/2012	01/03/2012

### 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	12/29/2011	12/29/2011	Jennifer Dube	12/30/2011	12/30/2011
Pending Industry Response	Linda Bird	12/27/2011	12/27/2011	Jennifer Dube	12/27/2011	12/27/2011

*SERFF Tracking Number:*      *MASS-127896260*                      *State:*                      *Arkansas*  
*Filing Company:*              *Massachusetts Mutual Life Insurance Company*      *State Tracking Number:*      *50524*  
*Company Tracking Number:*      *WL-AR-2011*  
*TOI:*                      *L071 Individual Life - Whole*                      *Sub-TOI:*                      *L071.101 Fixed/Indeterminate Premium - Single*  
*Product Name:*              *WL-2011*  
*Project Name/Number:*              *WL-2011/WL-2011*

## **Disposition**

Disposition Date: 01/03/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MASS-127896260 State: Arkansas  
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
 Company Tracking Number: WL-AR-2011  
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: WL-2011  
 Project Name/Number: WL-2011/WL-2011

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Disclosure Statement		Yes
Supporting Document	Letter		Yes
Form	Whole Life Policy		Yes
Form	Whole Life Policy		Yes
Form	Accelerated Death Benefit For Terminal Illness Rider		Yes
Rate	Rates		Yes

SERFF Tracking Number: MASS-127896260 State: Arkansas  
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
Company Tracking Number: WL-AR-2011  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: WL-2011  
Project Name/Number: WL-2011/WL-2011

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 12/29/2011  
Submitted Date 12/29/2011  
Respond By Date 01/30/2012

Dear Jennifer Dube,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please advise you are in compliance.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

SERFF Tracking Number: MASS-127896260 State: Arkansas  
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
Company Tracking Number: WL-AR-2011  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: WL-2011  
Project Name/Number: WL-2011/WL-2011

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/30/2011  
Submitted Date 12/30/2011

Dear Linda Bird,

### Comments:

This letter is in regard to your correspondence dated 12/29/11. Responses to the outstanding issues are noted below.

### Response 1

Comments: We certify that we are in compliance with Ark. Code Ann. 23-79-138 (and Bulletin 15-2009).

We certify that a Guaranty Association Notice is provided to each policy owner as required by Regulation 49.

We certify that the policy forms are compliant with Regulation 19s10B, as well as all applicable requirements of the Department.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please advise you are in compliance.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.



SERFF Tracking Number: MASS-127896260 State: Arkansas  
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
Company Tracking Number: WL-AR-2011  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: WL-2011  
Project Name/Number: WL-2011/WL-2011

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 12/27/2011  
Submitted Date 12/27/2011  
Respond By Date 01/27/2012

Dear Jennifer Dube,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$30.00 is received.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

SERFF Tracking Number: MASS-127896260 State: Arkansas  
Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
Company Tracking Number: WL-AR-2011  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: WL-2011  
Project Name/Number: WL-2011/WL-2011

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/27/2011  
Submitted Date 12/27/2011

Dear Linda Bird,

### Comments:

Thank you for your correspondence.

### Response 1

Comments: An additional \$30 has been submitted.

### Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$30.00 is received.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,

Jennifer Dube, Nick Sheehan, Robin Perez

SERFF Tracking Number: MASS-127896260 State: Arkansas  
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
 Company Tracking Number: WL-AR-2011  
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: WL-2011  
 Project Name/Number: WL-2011/WL-2011

## Form Schedule

### Lead Form Number: WL-2011

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	WL-2011(AR)	Policy/Cont Whole Life Policy ract/Fraternal Certificate	Initial		54.500	WL-AR-2011.pdf
	WL-2011U(AR)	Policy/Cont Whole Life Policy ract/Fraternal Certificate	Initial		54.500	WL-AR-2011U.pdf
	ABR-2011	Policy/Cont Accelerated Death ract/Fraternal Benefit For Terminal Illness Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		51.700	ABR-2011.pdf

# Massachusetts Mutual Life Insurance Company

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

## Whole Life Policy

---

INSURED [JOHN A. DOE]  
POLICY DATE [JANUARY 01, 2011]  
ISSUE DATE [JANUARY 01, 2011]

POLICY NUMBER [123456789]  
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.

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. You may contact us at our Home Office, toll free: 1-800-272-2216, or visit our website at [www.massmutual.com](http://www.massmutual.com).

YOU HAVE THE RIGHT TO RETURN THIS POLICY. If you decide not to keep this policy, return it within 30 days after you receive it. It may be returned by delivering or mailing it to our Home 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.

Signed for Massachusetts Mutual Life Insurance Company.

Sincerely yours,

[  ]

PRESIDENT

[  ]

SECRETARY

This Whole Life Policy provides that:

A death benefit is payable when the Insured dies.  
Premiums are payable to a stated date or to the Insured's death, if earlier.  
This policy is participating - Annual dividends may be paid.

## 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 whole 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.

Premiums are payable in advance to a stated date or to the death of the Insured, if earlier. We allow a grace period for payment of each premium after the first one. If a premium is not paid by the end of the grace period, the policy will lapse as of the due date of that premium.

If this policy lapses, the insurance may terminate or it may continue in force for a limited amount. In either case, there is 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 allocated to this policy;
- Change the Face Amount;
- Make loans;
- Make partial surrenders; 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.

## TABLE OF CONTENTS

### Policy Specifications

	<u>Page No.</u>		<u>Page No.</u>
<b>Part 1. - The Basics Of This Policy</b> .....	1	Repayment Of Policy Debt.....	8
The Parties Involved - Owner, Insured, Beneficiary, Irrevocable Beneficiary.....	1	Lapse Benefit .....	8
Dates - Policy Date, Policy Anniversary Date, Policy Year, Issue Date .....	1	What Happens If This Policy Lapses .....	8
Policy A Legal Contract.....	1	Paid-Up Life Insurance.....	8
Representations And Contestability.....	2	Riders Not Included.....	8
Misstatement Of Age Or Gender .....	2	Policy Rights After Lapse .....	8
Death By Suicide.....	2	Reinstating This Policy After Lapse .....	9
Meaning Of In Full Force, Lapse, And In Force .....	2	When Policy May Be Reinstated.....	9
Face Amount.....	3	Requirements To Reinstate .....	9
Ages - Issue Age, Attained Age .....	3	Policy After Reinstatement.....	9
Written Request .....	3	Surrendering This Policy .....	9
Currency.....	3	Right To Surrender.....	9
Home Office .....	3	Policy Value.....	9
		Cash Surrender Value.....	9
		Partial Surrenders .....	10
		How We Pay.....	10
<b>Part 2. - Premium Payments</b> .....	4	<b>Part 4. - The Death Benefit</b> .....	10
When Premiums Are Due .....	4	Death Benefit While Policy Is In Full Force.	10
Regular Premium Payments .....	4	Death Benefit After Lapse .....	10
Grace Period .....	4	When We Pay .....	11
Where To Pay Premiums.....	4	Interest On Death Benefit.....	11
<b>Part 3. - Life Benefits</b> .....	5	<b>Part 5. - Payment Options</b> .....	11
Policy Ownership .....	5	Availability Of Options .....	11
Rights Of Owner.....	5	Minimum Amounts .....	11
Changing The Owner Or Beneficiary .....	5	Description Of Options .....	11
Assigning This Policy .....	5	Option 1 .....	11
This Policy's Share In Dividends.....	5	Options 2, 3, 4, 5, 6 .....	12
Policy Is Participating.....	5	Alternate Life Income .....	12
How Dividends May Be Used .....	5	Electing A Payment Option .....	12
Dividend After Death Of Insured .....	6	Effective Date And Payment Dates.....	12
Changing The Face Amount .....	6	Withdrawals And Changes.....	13
Increases In The Face Amount.....	6	Income Protection .....	13
Decreases In The Face Amount .....	6	Other Payment Option Rules .....	13
Evidence Of Changes .....	6	Payment Option Rates Tables .....	14-20
Borrowing Against This Policy .....	7	<b>Part 6. - Notes On Our Computations</b> .....	21
Right To Make Loans.....	7	Method Of Computing Values.....	21
Maximum Loan Available .....	7	Basis Of Computation .....	21
Interest On Loans.....	7		
Policy Debt Limit .....	7		
Other Borrowing Rules.....	7		
Automatic Premium Loan Plan .....	7		
To Elect Or Cancel The Automatic Premium Loan Plan.....	8		

Any riders and endorsements, and a copy of the application for the policy, follow page 21.

THIS PAGE IS INTENTIONALLY LEFT BLANK

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>ISSUE AGE AND GENDER</b>	[35] [MALE]
<b>POLICY NUMBER</b>	[123456789]	<b>INITIAL FACE AMOUNT</b>	[\$500,000]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**BASIC POLICY INFORMATION**

**PLAN**            Whole Life

Subject to the terms of this policy, the Face Amount is adjustable. If the Face Amount is adjusted, then revised or additional Policy Specifications will be sent.

<b>MINIMUM FACE AMOUNT</b>	[\$25,000]
<b>MINIMUM PAID-UP LIFE INSURANCE AMOUNT</b>	[\$1,000]
<b>PREMIUM FREQUENCY</b>	[Annual]
<b>LOAN INTEREST RATE</b>	[Fixed]

**PREMIUM INFORMATION** (as of [January 01, 2011])

**Payable To**

Annual Policy Premium (excluding Riders):*	[\$5,960.00]	[January 01, 2076]
--	--------------	--------------------

\*All Annual Policy Premiums Include a \$50 Fee.

Initial Annual Premium for all Riders:	[\$ 0.00]
--	-----------

Total Initial Annual Premium:	[\$5,960.00]
-------------------------------	--------------

Total Initial Annual Premium for other available premium frequencies:

Semi-Annually:	[\$3,049.74]
----------------	--------------

Quarterly:	[\$1,543.05]
------------	--------------

Monthly:	[\$ 518.52]
----------	-------------

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**PREMIUM PAYMENT OPTIONS**

Premium Frequency	Premium Payment (Including Installment Payment Charge)	Number of Payments Per Year	Total Premium Per Year	Additional Charge (In Dollars)	Additional Charge (As the Annual Percentage Rate or APR)
Annual	[\$5,960.00]	1	[\$5,960.00]	\$0.00	0.0%
Semi-Annual	[\$3,049.74]	2	[\$6,099.48]	[\$139.48]	[9.6%]
Quarterly	[\$1,543.05]	4	[\$6,172.20]	[\$212.20]	[9.5%]
Monthly	[\$518.52]	12	[\$6,222.24]	[\$262.24]	[9.5%]

**PREMIUM PAYMENT OPTIONS. YOU MAY PAY PREMIUMS ONCE A YEAR (ANNUALLY), TWICE A YEAR (SEMIANNUALLY), FOUR TIMES A YEAR (QUARTERLY), OR TWELVE TIMES A YEAR (MONTHLY). YOU MAY PAY PREMIUMS TWELVE TIMES A YEAR (MONTHLY) ONLY BY PRE-AUTHORIZED ELECTRONIC TRANSFER. IF YOU PAY ANNUAL PREMIUMS BY INSTALLMENTS, THERE WILL BE AN ADDITIONAL CHARGE. THE ADDITIONAL CHARGE BASED ON THE TOTAL INITIAL ANNUAL PREMIUM IS SHOWN IN DOLLARS AND AS ANNUAL PERCENTAGE RATES IN THE TABLE ABOVE. YOU MAY ACCESS OUR "MODAL CHARGE DISCLOSURE AND ANNUAL PERCENTAGE RATE CALCULATOR" LINK AT [WWW.MASSMUTUAL.COM/CALCULATORS](http://WWW.MASSMUTUAL.COM/CALCULATORS) TO DETERMINE THE ADDITIONAL CHARGE FOR RENEWAL PREMIUMS.**

**NOTE: DIVIDENDS ARE NOT GUARANTEED. SEE "THIS POLICY'S SHARE IN DIVIDENDS" IN PART 3.**

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

<b><u>INITIAL FACE AMOUNT SEGMENT</u></b>	[\$500,000]
<b>ISSUE AGE AND GENDER</b>	[35] [Male]
<b>RISK CLASS</b>	[NonTobacco]
<b>EFFECTIVE DATE</b>	[January 01, 2011]

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**TABLE OF GUARANTEED BENEFITS FOR THE BASIC POLICY**

<u>Policy Anniversary Date</u>	<u>Policy and Loan Value</u>	<u>Participating Paid-Up Life Insurance</u>
Jan 01, 2012	\$0.00	\$0.00
Jan 01, 2013	\$0.00	\$0.00
Jan 01, 2014	\$5,415.00	\$23,152.00
Jan 01, 2015	\$11,265.00	\$46,525.00
Jan 01, 2016	\$17,305.00	\$69,047.00
Jan 01, 2017	\$23,550.00	\$90,787.00
Jan 01, 2018	\$29,980.00	\$111,687.00
Jan 01, 2019	\$36,605.00	\$131,810.00
Jan 01, 2020	\$43,415.00	\$151,143.00
Jan 01, 2021	\$50,405.00	\$169,710.00
Jan 01, 2022	\$56,795.00	\$185,001.00
Jan 01, 2023	\$63,345.00	\$199,675.00
Jan 01, 2024	\$70,055.00	\$213,754.00
Jan 01, 2025	\$76,990.00	\$227,393.00
Jan 01, 2026	\$84,140.00	\$240,564.00
Jan 01, 2027	\$91,505.00	\$253,283.00
Jan 01, 2028	\$99,070.00	\$265,532.00
Jan 01, 2029	\$106,800.00	\$277,267.00
Jan 01, 2030	\$114,690.00	\$288,509.00
Jan 01, 2031	\$122,715.00	\$299,251.00
Jan 01, 2032	\$130,850.00	\$309,489.00
Jan 01, 2033	\$139,095.00	\$319,255.00
Jan 01, 2034	\$147,450.00	\$328,579.00
Jan 01, 2035	\$155,980.00	\$337,555.00
Jan 01, 2036 #	\$164,670.00	\$346,179.00
Jan 01, 2037	\$173,495.00	\$354,450.00
Jan 01, 2038 #	\$182,405.00	\$362,342.00
Jan 01, 2039	\$191,345.00	\$369,830.00
Jan 01, 2040	\$200,300.00	\$376,940.00
Jan 01, 2041 #	\$209,270.00	\$383,694.00
Jan 01, 2042	\$218,260.00	\$390,121.00
Jan 01, 2043	\$227,300.00	\$396,267.00
Jan 01, 2044	\$236,425.00	\$402,173.00
Jan 01, 2045	\$245,625.00	\$407,840.00
Jan 01, 2046	\$254,940.00	\$413,313.00]

Continued

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**TABLE OF GUARANTEED BENEFITS FOR THE BASIC POLICY (Continued)**

<u>Policy Anniversary Date</u>	<u>Policy and Loan Value</u>	<u>Participating Paid-Up Life Insurance</u>
Jan 01, 2047	\$264,320.00	\$418,569.00
Jan 01, 2048	\$273,745.00	\$423,605.00
Jan 01, 2049	\$283,085.00	\$428,377.00
Jan 01, 2050	\$292,365.00	\$432,918.00
Jan 01, 2051	\$301,600.00	\$437,241.00
Jan 01, 2052	\$310,785.00	\$441,369.00
Jan 01, 2053	\$319,915.00	\$445,307.00
Jan 01, 2054	\$328,935.00	\$449,047.00
Jan 01, 2055	\$337,780.00	\$452,577.00
Jan 01, 2056	\$346,385.00	\$455,888.00
Jan 01, 2057	\$354,740.00	\$458,990.00
Jan 01, 2058	\$362,790.00	\$461,884.00
Jan 01, 2059	\$370,585.00	\$464,599.00
Jan 01, 2060	\$378,135.00	\$467,149.00
Jan 01, 2061	\$385,425.00	\$469,544.00
Jan 01, 2062	\$392,400.00	\$471,774.00
Jan 01, 2063	\$399,020.00	\$473,834.00
Jan 01, 2064	\$405,270.00	\$475,735.00
Jan 01, 2065	\$411,145.00	\$477,483.00
Jan 01, 2066	\$416,665.00	\$479,091.00
Jan 01, 2067	\$421,870.00	\$480,581.00
Jan 01, 2068	\$426,970.00	\$482,013.00
Jan 01, 2069	\$432,060.00	\$483,413.00
Jan 01, 2070	\$437,270.00	\$484,823.00
Jan 01, 2071	\$442,785.00	\$486,291.00
Jan 01, 2072	\$448,900.00	\$487,881.00
Jan 01, 2073	\$456,340.00	\$489,777.00
Jan 01, 2074	\$466,020.00	\$492,170.00
Jan 01, 2075	\$479,580.00	\$495,399.00
Jan 01, 2076	\$500,000.00	\$500,000.00
Jan 01, 2077	\$500,000.00	- - -
Jan 01, 2078	\$500,000.00	- - -
Jan 01, 2079	\$500,000.00	- - -
Jan 01, 2080	\$500,000.00	- - -
Jan 01, 2081	\$500,000.00	- - -]

Continued

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**TABLE OF GUARANTEED BENEFITS FOR THE BASIC POLICY (Continued)**

<u>Policy Anniversary Date</u>	<u>Policy and Loan Value</u>	<u>Participating Paid-Up Life Insurance</u>
[Jan 01, 2082	\$500,000.00	- - -
Jan 01, 2083	\$500,000.00	- - -
Jan 01, 2084	\$500,000.00	- - -
Jan 01, 2085	\$500,000.00	- - -
Jan 01, 2086	\$500,000.00	- - -
Jan 01, 2087	\$500,000.00	- - -
Jan 01, 2088	\$500,000.00	- - -
Jan 01, 2089	\$500,000.00	- - -
Jan 01, 2090	\$500,000.00	- - -
Jan 01, 2091	\$500,000.00	- - -
Jan 01, 2092	\$500,000.00	- - -
Jan 01, 2093	\$500,000.00	- - -
Jan 01, 2094	\$500,000.00	- - -
Jan 01, 2095	\$500,000.00	- - -
Jan 01, 2096	\$500,000.00	- - -
Jan 01, 2097	\$500,000.00	- - -]

# Anniversaries nearest ages 60, 62 and 65

This table assumes all premiums have been paid to the policy anniversary dates shown. These figures do not reflect any policy debt, paid-up additions, dividend accumulations, supplemental insurance, or liens against this policy.

For more information, see Part 3 of this policy.

**BASIS OF COMPUTATION FOR POLICY VALUES AND PAID-UP INSURANCE BENEFITS**

Mortality Table: 2001 Commissioners' Standard Ordinary Ultimate Mortality Composite Table (Age Nearest Birthday) - [Male]

Interest Rate: 4.00% per year to Attained Age 100  
0.00% thereafter.

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**RIDER INFORMATION** (as of [January 01, 2011])

**Annual Premium**

**Payable To**

**Accelerated Death Benefit for Terminal Illness Rider**      None  
[Rider Issue Date: January 01, 2011]

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**OWNER INFORMATION**

**OWNER**

[THE INSURED]

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**BENEFICIARY INFORMATION**

**BENEFICIARY**

[JANE C. DOE, WIFE OF THE INSURED]

## 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 3.

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 dies. 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, but has no other rights under this policy.

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 3, and see "Part 5. - Payment Options."

### **Dates - Policy Date, Policy Anniversary Date , Policy Year, Issue Date**

The **Policy Date** is shown in the Policy Specifications. It is the starting point for determining premium due dates, **Policy Anniversary Dates** and **Policy Years**. 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 **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. The Application for this policy consists of the written application forms (including any

amendments or supplements thereto) provided by us and completed by the Owner and the Insured, if different, when applying for coverage provided by this policy, including the written application forms used to apply for any riders attached to this policy. 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.

**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. Generally, 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, except for failure to pay premiums.

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, except for failure to pay premiums.

If evidence of insurability is required to reinstate this policy (see "Reinstating This Policy After Lapse" in Part 3), our right to contest the validity of this policy begins again on the date of reinstatement. 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, except for failure to pay premiums.

**Misstatement Of  
Age Or Gender**

If the Insured's date of birth or gender as given in the application is not correct, all benefits and other amounts payable, including but not limited to the Face Amount (discussed in this Part) will be adjusted. The adjustment will reflect the amount provided by what the premiums paid would have bought using 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, we will pay a limited death benefit. In this case, the limited death benefit will be the amount of premiums paid for this policy, less any partial surrenders and less any policy debt.

Partial surrenders and policy debt are discussed in Part 3.

**Meaning Of In Full  
Force, Lapse, And  
In Force**

This policy is "in full force" as long as all premiums are paid when due. It continues in full force during the entire Grace Period of any unpaid premium. If the unpaid premium is not paid by the end of the Grace Period, this policy will "lapse" as of that due date. Then it will no longer be in full force.

Lapse is not necessarily the same as termination. When a policy lapses, the insurance may terminate or it may continue for a limited amount. If insurance continues after lapse, we say that the policy remains "in force" but no longer in full force. See "Lapse Benefit" in Part 3.

Coverage under this policy will take effect 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, coverage will be considered to take effect on the later of (a) the date all required supplemental information is received at our Home 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.

**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.

**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. In the future, we may also allow the telephone, Internet or other electronic media to be used for certain transactions that currently require a Written Request. We will accept such requests only after the appropriate policies, procedures and security measures have been established.

**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 is 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 needed to keep this policy in full force. Premiums for this policy are shown in the Policy Specifications and are discussed in this Part.

### When Premiums Are Due

Premiums are payable in advance to the date shown in the Policy Specifications or to the death of the Insured, if earlier. The first premium is due on the Policy Date. Coverage under this policy will not take effect until the first premium has been paid. Each subsequent premium is due when the period covered by the preceding premium ends. These premiums are due on the same day of the month as the day shown in the Policy Date.

**Example:** You pay a quarterly premium due March 10th. It will cover the period from March 10th through June 9th of that year. Your next premium is due on June 10th.

### Regular Premium Payments

Regular premiums may be paid once a year (annually), twice a year (semiannually), four times a year (quarterly), or twelve times a year (monthly) as shown in the Policy Specifications. Premiums may be paid monthly only under a pre-authorized payment plan or a group billing plan.

If premiums are paid other than annually, there will be an additional charge. The additional charge is shown in dollars and cents and as annual percentage rates in the Policy Specifications.

The frequency of payments may be changed by giving us advance written notice. A change may also be made as of any premium due date, without notice, by paying the regular premium for the frequency wanted.

**Example:** You have been paying premiums annually. Then you pay a quarterly premium instead of the annual premium due June 10. Now premiums are payable quarterly. So your next premium is due September 10th.

### Grace Period

After the first premium has been paid, we allow a grace period to pay each following premium. If the premium is not paid by the thirtieth (30th) day after its due date, we will provide written notice to the Owner and the Insured, if different, and any individual designated by the Owner or the Insured, if different, to receive notice of non-payment of premium. If the premium is not paid within thirty-six (36) days after notice is sent, this Policy will lapse for non-payment of premium. In order to be considered paid during the grace period, any payments sent by U.S. mail must be postmarked within the grace period.

During this grace period the policy remains in full force. See "Lapse Benefit" in Part 3.

### Where To Pay Premiums

All premiums after the first premium are payable to us at our Home 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.

## Part 3. 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 dies 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. 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 other action we took before receiving the written notice of the assignment.

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.

### This Policy's Share In Dividends

**Policy Is Participating** This policy is "participating," which means it may 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.

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, however, we reserve the right to make other options available.

**Cash** - Dividends will be paid in cash.

**Dividend Accumulations** – Dividends will be held by us and interest will be credited at the end of each Policy Year. Interest will be at an annual rate determined by us (but not less than 2 1/2 %) and will be compounded annually. Dividend accumulations may be surrendered as long as they are not being used as collateral for policy debt. See "Borrowing Against This Policy" in this Part for a discussion of policy debt.

**Paid-Up Additions** - Dividends will be used as premiums to buy additional level paid-up life insurance. This additional life insurance will be payable when the death benefit is payable. "Paid-up" means that no further premiums are required on the additional life insurance. This insurance will be participating, as well. Paid-up additions may be surrendered for their value as long as they are not being used as collateral for policy debt.

**Example:** A \$50 dividend is used to buy paid-up additions (paid-up insurance) of \$80. This amount of insurance remains level at \$80. The value of this insurance on the date it is bought is \$50. This value will increase from year to year. Upon surrender of these paid-up additions, this value is payable.

**Reduce Premiums** - Dividends will be used to reduce premium payments. If the dividend is not enough to pay the full premium due, the balance must be paid by the end of the Grace Period. If this balance is not paid, we will use the dividend to pay the next smaller premium (semiannual or quarterly - - but not less than quarterly) that it will cover. Premiums will then be payable at this new frequency.

**Example:** The semiannual premium due on June 10th is \$275. The dividend is \$150. The balance of \$125 is not paid by the end of the Grace Period. Although the \$150 dividend will not cover the semiannual premium, it will cover a quarterly premium of \$140. It will be used to pay the June 10th quarterly premium. Premiums will then be payable quarterly with the next one due September 10th. The remaining \$10 will reduce the next premium.

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 elected in the application, we will apply any dividends payable under the paid-up additions dividend option.

**Dividend After  
Death Of Insured**

The death benefit will include a pro rata share of any dividend allocated to the policy for the year that death occurs.

**Changing The Face Amount**

While this policy is in full force, the Face Amount may be changed. We may limit the number and the size of the changes in a Policy Year.

**Increases In The  
Face Amount**

Increases in the Face Amount will not be allowed.

**Decreases In The  
Face Amount**

After the first Policy Year, the Face Amount may be decreased by the Owner's written request. However, the decrease must not reduce the Face Amount to an amount less than the Minimum Face Amount shown in the Policy Specifications. Any restrictions on decreases in the Face Amount stated in any riders attached to this policy are applicable.

Any decrease is effective on the date we receive written request, satisfactory to us, at our Home Office.

**Evidence Of  
Changes**

If the Face Amount is changed, we will send the Owner any revised and additional Policy Specifications for attachment to this policy.

## Borrowing Against This Policy

### Right To Make Loans

The Owner may borrow against this policy at any time while the Insured is living. However, 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."

### Maximum Loan Available

There is a maximum amount that can be borrowed on any date. It is the lesser of:

- The amount that, with loan interest on it to the next premium due date, will equal the cash surrender value as of that date; and
- The amount that, with loan interest on it to the next Policy Anniversary Date, will equal the cash surrender value as of that date.

If no further premiums are payable, we use the next Policy Anniversary Date in our calculations instead of the next premium due date.

### Interest On Loans

The interest rate on any loan is 6% per year. Interest on loans is not due in advance. This interest accrues (builds up) each day and becomes part of the policy debt as it accrues.

Interest is due on each Policy Anniversary Date. If interest is not paid when due, it will be added to the loan, provided it does not exceed the maximum loan available, and will bear interest at the rate payable on the loan.

**Example:** You have a loan of \$1,000. The interest due on the next Policy Anniversary Date is \$60. If it is not paid on that date, we will add it to the existing loan. From then on, the loan will be \$1,060 and interest will be charged on this new amount.

### Policy Debt Limit

Policy debt (which includes accrued interest) may not equal or exceed the policy value plus any dividend accumulations and the value of any paid-up additions. 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 31 days after the date we mail the notice, this policy will terminate at the end of those 31 days.

### Other Borrowing Rules

If a premium is due when a loan is requested, payment of that premium may be needed before we can make the loan. If so, we will make the loan, pay the premium directly from the loan proceeds, and then send the balance.

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

### Automatic Premium Loan Plan

The automatic premium loan plan is an optional benefit we offer. If elected, it can cover unpaid premiums due. Under this plan we will automatically make a loan to cover a premium not paid by the last day of the Grace Period. The loan will be made effective as of the premium due date. We will not make an automatic premium loan that exceeds the maximum loan available on this policy. Instead, we will loan enough to cover the next smaller premium (semiannual or quarterly -- but not less than quarterly) that will not exceed the maximum loan available. Premiums will then be payable at the new frequency.

**Example:** You elected the automatic premium loan plan. You have not paid an annual premium of \$540 by the end of the Grace Period. The maximum loan available is \$150. The quarterly premium on your policy is \$140. We will loan \$140 to pay the quarterly premium. Premiums will then be payable quarterly instead of annually.

The automatic premium loan plan only covers regular premiums and premiums under a group billing plan. It does not cover premiums under a pre-authorized payment plan. If a premium under this plan is not paid by the end of the Grace Period, the pre-authorized payment plan will terminate. Then, regular premiums will be payable and, if elected, the automatic premium loan plan will apply.

**To Elect Or Cancel  
The Automatic  
Premium Loan Plan**

The automatic premium loan plan may be elected in the application for this policy. Or it may be elected at a later time by filing a written request with us. The request must be received at our Home Office before the Grace Period for the unpaid premium expires.

The automatic premium loan plan may be canceled at any time. The cancellation will apply to premiums coming due after the date we receive written notice of cancellation at our Home Office.

**Repayment Of  
Policy Debt**

All or part of any policy debt may be repaid at any time while the Insured is living. However, any policy debt outstanding while the policy is on a premium-paying basis can only be repaid before the end of the Grace Period for any unpaid premium. Loan repayments will be credited on the date we receive them at our Home Office.

**Lapse Benefit**

**What Happens If  
This Policy  
Lapses**

If a premium is not paid by the end of the Grace Period, this policy will lapse as of the due date of that premium. We call this premium due date the date of lapse.

Several things can occur when this policy lapses. First, this policy is no longer "in full force." If there is no cash surrender value as of the date of lapse, the insurance will terminate. However, if there is a cash surrender value, it will automatically be used as a net single premium at the attained age of the Insured to provide paid-up life insurance and the policy will continue "in force." If the amount of paid-up life insurance is less than the Minimum Paid-Up Life Insurance Amount shown in the Policy Specifications, the cash surrender value will be paid in one sum to the Owner. If this policy is later reinstated (see "Reinstating This Policy After Lapse" in this Part), the cash surrender value will be added to the cost to reinstate.

**Paid-Up Life  
Insurance**

This is a level amount of insurance for the lifetime of the Insured. The cash surrender value on the date of lapse determines the amount of paid-up life insurance that will be provided.

The Table Of Guaranteed Benefits For The Basic Policy in the Policy Specifications shows an amount of paid-up life insurance for each of the values shown on certain Policy Anniversary Dates. When using this Table, note that these values do not include any dividend accumulations, paid-up additions, or policy debt.

**Riders Not Included**

Paid-up life insurance benefits do not apply to any rider included with this policy, unless specifically provided in that rider.

**Policy Rights After  
Lapse**

While this policy is in force as paid-up life insurance, all the rights granted by it are still available unless this policy states otherwise.

## Reinstating This Policy After Lapse

<b>When Policy May Be Reinstated</b>	After this policy has lapsed, it may be reinstated -- that is, put back in full force. However, the policy cannot be reinstated if it has been surrendered for its cash surrender value. Reinstatement must be made within five years after the date of lapse and while the Insured is living.
<b>Requirements To Reinstatement</b>	All policy debt will be reinstated with interest, compounded annually, from the date of lapse to the date of reinstatement. This interest will be at the rate(s) that would have applied during that period of time if the policy had not lapsed. Evidence of insurability satisfactory to us is required. All overdue premiums must be paid with interest from their due dates to the date of reinstatement. Interest will be at an annual rate of 6% and will be compounded annually.
<b>Policy After Reinstatement</b>	<p>Reinstatements are effective on the later of the receipt of the cost to reinstate or when the reinstatement is approved. The Face Amount on the date of reinstatement will be the Face Amount on the termination date.</p> <p>If evidence of insurability is required for the reinstatement, our rights to contest the validity of this policy begin again on the date of reinstatement. See the <b>Representations And Contestability</b> provision in Part 1.</p> <p>In all other respects, we and the Owner will have the same rights under the policy as were in effect on the day before the due date of the unpaid premium.</p>

## Surrendering This Policy

<b>Right To Surrender</b>	This policy may be surrendered in full for its cash surrender value at any time while the Insured is living. The surrender will be effective on the date we receive at our Home Office a written request, satisfactory to us, to surrender. This policy will terminate as of the date of surrender.
<b>Policy Value</b>	<p>The Table Of Guaranteed Benefits For The Basic Policy shows the policy value on certain Policy Anniversary Dates. It assumes that all premiums have been paid to those dates. The policy value can be computed at any time during a Policy Year. In that case, allowance will be made for the period of time since the last Policy Anniversary Date and for any premiums paid for any part of that Policy Year.</p> <p>If this policy is in force after lapse, the policy value at any time is the reserve for the insurance provided.</p>
<b>Cash Surrender Value</b>	<p>The cash surrender value is the policy value with certain additions and deductions. We add any dividend accumulations and the value of any paid-up additions. We then deduct any outstanding policy debt. The result is the cash surrender value.</p> <p>We compute all the amounts that go into the cash surrender value as of the effective date of surrender. However, if this policy is surrendered within 30 days after a Policy Anniversary Date, the policy value and the value of any paid-up additions will be computed as of the Policy Anniversary Date, if such valuation would result in a higher cash surrender value.</p>

**Partial  
Surrenders**

Partial Surrenders may be made by written request while the policy is in force and the Insured is living. Amounts that may be surrendered include dividend accumulations and the value of any paid-up additions.

A partial surrender will be effective on the date we receive the written request satisfactory to us.

**How We Pay**

Any partial surrender made will be paid in one sum. If the policy is surrendered in full, the cash surrender value may be paid in one sum or it may be applied under any payment option elected. See Part 5.

We may delay paying any surrender or partial surrender for up to six months from the date we receive the written request. If payment is delayed, interest will be added. The amount of interest will be the same as would be paid for the same period of time under Option 3 of the payment options or, if greater, the amount using the minimum interest rate for this purpose required by the laws of the state where this policy was delivered. See Part 5 for a description of Option 3.

## **Part 4. The Death Benefit**

The death benefit is the amount of money we will pay when we receive due proof at our Home Office that the Insured died while the policy was in force. The amount will depend on whether the Insured dies while this policy is in full force or while it is in force after lapse as paid-up life insurance. See Part 1 if the distinction between "in full force" and "in force" is not clear.

**Death Benefit  
While Policy Is  
In Full Force**

Except as otherwise provided in the **Death By Suicide** provision, if the Insured dies while this policy is in full force, the death benefit is the face amount as shown in the Policy Specifications, with these additions and deductions.

We add:

- Any paid-up additions -- that is, paid-up additional insurance bought with dividends;
- Any dividend accumulations;
- A pro rata share of any dividend allocated for the year of death; and
- The part of any premium paid for a period beyond the date of death.

We deduct:

- Any policy debt -- that is, any outstanding loans on this policy plus accrued interest to the date of death; and
- That part of the unpaid premium to the date of death, if it occurs during the Grace Period.

**Death Benefit  
After Lapse**

If the Insured dies while this policy is in force after lapse, the death benefit will be the amount of paid-up life insurance, with certain additions and deductions.

If paid-up life insurance is in force, we add any paid-up additions, any dividend accumulations, and a pro rata share of any dividend allocated for the year of death; then we deduct any policy debt. See "Lapse Benefit" in Part 3 for a discussion of paid-up life insurance.

**When We Pay** The death benefit will be paid in a lump sum or paid under a payment option described below 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.

**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.

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 5. 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 cash 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 below. We may make additional options available under this policy. If offered, an alternative option may be elected.

**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.

<b>Option 2</b>	<b>Life Income.</b> 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 <b>Alternate Life Income</b> 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.
<b>Option 3</b>	<b>Interest.</b> 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 3%.
<b>Option 4</b>	<b>Installments Of Specified Amount.</b> 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 3%. 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.
<b>Option 5</b>	<b>Life Income With Payments Guaranteed For Amount Applied.</b> 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 <b>Alternate Life Income</b> 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.
<b>Option 6</b>	<b>Joint Life Income With Reduced Payments To Survivor.</b> 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 <b>Alternate Life Income</b> 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.
<b>Alternate Life Income</b>	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.
<b>Electing A Payment Option</b>	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.
<b>Effective Date And Payment Dates</b>	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. For the cash 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 cash 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.

**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 3%. 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.)

OPTION 1. INSTALLMENTS FOR A SPECIFIED PERIOD - PAYMENT OPTION RATES	
MONTHLY INCOME PER \$1,000 OF AMOUNT APPLIED	
Years	Monthly Income
1	\$84.47
2	42.86
3	28.99
4	22.06
5	17.91
6	15.14
7	13.16
8	11.68
9	10.53
10	9.61
11	8.86
12	8.24
13	7.71
14	7.26
15	6.87
16	6.53
17	6.23
18	5.96
19	5.73
20	5.51
21	5.32
22	5.15
23	4.99
24	4.84
25	4.71
26	4.59
27	4.47
28	4.37
29	4.27
30	4.18

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	\$3.94	\$3.93	\$3.91	\$3.84	\$3.84
51	4.00	3.99	3.97	3.89	3.87
52	4.07	4.06	4.04	3.94	3.93
53	4.14	4.13	4.10	4.00	3.98
54	4.21	4.20	4.17	4.06	4.05
55	4.29	4.28	4.25	4.11	4.11
56	4.37	4.36	4.32	4.17	4.17
57	4.45	4.44	4.40	4.23	4.24
58	4.54	4.53	4.49	4.30	4.32
59	4.64	4.63	4.58	4.36	4.39
60	4.75	4.73	4.67	4.42	4.47
61	4.86	4.84	4.77	4.49	4.55
62	4.97	4.95	4.88	4.56	4.64
63	5.10	5.07	4.99	4.62	4.73
64	5.23	5.20	5.11	4.69	4.83
65	5.38	5.34	5.23	4.75	4.93
66	5.53	5.49	5.36	4.82	5.04
67	5.69	5.64	5.49	4.88	5.15
68	5.87	5.81	5.63	4.94	5.27
69	6.05	5.98	5.77	5.00	5.39
70	6.25	6.17	5.92	5.06	5.52
71	6.46	6.36	6.07	5.11	5.66
72	6.68	6.56	6.23	5.16	5.80
73	6.91	6.78	6.39	5.21	5.95
74	7.16	7.00	6.56	5.25	6.10
75	7.43	7.24	6.73	5.29	6.27
76	7.71	7.50	6.90	5.33	6.44
77	8.02	7.76	7.07	5.36	6.63
78	8.35	8.04	7.25	5.39	6.82
79	8.70	8.33	7.42	5.41	7.02
80	9.07	8.64	7.60	5.43	7.23
81	9.47	8.96	7.77	5.45	7.46
82	9.89	9.29	7.94	5.46	7.69
83	10.35	9.64	8.10	5.48	7.93
84	10.83	10.00	8.26	5.48	8.19
85	11.35	10.37	8.41	5.49	8.46

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	\$3.64	\$3.64	\$3.63	\$3.60	\$3.58
51	3.69	3.69	3.68	3.63	3.63
52	3.74	3.74	3.73	3.69	3.67
53	3.80	3.80	3.79	3.74	3.72
54	3.86	3.85	3.84	3.79	3.77
55	3.92	3.91	3.90	3.84	3.83
56	3.98	3.98	3.96	3.90	3.88
57	4.05	4.04	4.03	3.95	3.94
58	4.12	4.12	4.10	4.01	4.00
59	4.20	4.19	4.17	4.07	4.07
60	4.28	4.27	4.25	4.14	4.13
61	4.36	4.36	4.33	4.20	4.20
62	4.45	4.45	4.42	4.27	4.28
63	4.55	4.54	4.51	4.34	4.36
64	4.65	4.64	4.60	4.41	4.44
65	4.76	4.75	4.70	4.48	4.53
66	4.88	4.86	4.81	4.55	4.62
67	5.00	4.99	4.92	4.62	4.71
68	5.14	5.12	5.04	4.69	4.82
69	5.28	5.26	5.17	4.76	4.92
70	5.44	5.41	5.30	4.83	5.04
71	5.60	5.57	5.45	4.90	5.16
72	5.78	5.74	5.59	4.97	5.28
73	5.97	5.92	5.75	5.03	5.42
74	6.18	6.12	5.91	5.09	5.56
75	6.40	6.33	6.08	5.15	5.71
76	6.64	6.55	6.26	5.20	5.87
77	6.90	6.79	6.44	5.25	6.04
78	7.18	7.04	6.63	5.29	6.21
79	7.48	7.31	6.82	5.33	6.40
80	7.80	7.60	7.01	5.36	6.59
81	8.14	7.90	7.21	5.39	6.80
82	8.52	8.22	7.40	5.41	7.01
83	8.92	8.56	7.60	5.43	7.24
84	9.36	8.92	7.78	5.45	7.48
85	9.83	9.29	7.96	5.47	7.73

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 AGE	FEMALE IS YOUNGER THAN MALE BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
55	\$3.63	\$3.65	\$3.68	\$3.70	\$3.73	\$3.76	\$3.79	\$3.82	\$3.85	\$3.88
56	3.67	3.70	3.73	3.75	3.78	3.81	3.84	3.87	3.90	3.94
57	3.72	3.75	3.78	3.81	3.84	3.87	3.90	3.93	3.97	4.00
58	3.77	3.80	3.83	3.86	3.89	3.93	3.96	4.00	4.03	4.07
59	3.83	3.86	3.89	3.92	3.96	3.99	4.03	4.06	4.10	4.14
60	3.88	3.92	3.95	3.98	4.02	4.06	4.09	4.13	4.17	4.21
61	3.94	3.98	4.01	4.05	4.09	4.13	4.16	4.21	4.25	4.29
62	4.01	4.04	4.08	4.12	4.16	4.20	4.24	4.28	4.33	4.37
63	4.07	4.11	4.15	4.19	4.23	4.28	4.32	4.37	4.41	4.46
64	4.14	4.18	4.22	4.27	4.31	4.36	4.40	4.45	4.50	4.55
65	4.21	4.26	4.30	4.35	4.39	4.44	4.49	4.54	4.60	4.65
66	4.29	4.33	4.38	4.43	4.48	4.53	4.58	4.64	4.69	4.75
67	4.37	4.42	4.47	4.52	4.57	4.63	4.68	4.74	4.80	4.86
68	4.45	4.50	4.56	4.61	4.67	4.73	4.79	4.85	4.91	4.97
69	4.54	4.59	4.65	4.71	4.77	4.83	4.89	4.96	5.03	5.09
70	4.63	4.69	4.75	4.81	4.87	4.94	5.01	5.08	5.15	5.22
71	4.73	4.79	4.85	4.92	4.99	5.06	5.13	5.20	5.28	5.35
72	4.83	4.89	4.96	5.03	5.10	5.18	5.25	5.33	5.41	5.49
73	4.93	5.00	5.07	5.15	5.23	5.30	5.38	5.47	5.55	5.64
74	5.04	5.12	5.19	5.27	5.35	5.44	5.52	5.61	5.70	5.79
75	5.16	5.24	5.32	5.40	5.49	5.58	5.67	5.76	5.85	5.95
76	5.28	5.36	5.45	5.54	5.63	5.72	5.82	5.92	6.02	6.12
77	5.41	5.50	5.59	5.68	5.78	5.88	5.98	6.08	6.18	6.29
78	5.54	5.63	5.73	5.83	5.93	6.04	6.14	6.25	6.36	6.46
79	5.68	5.78	5.88	5.98	6.09	6.20	6.31	6.42	6.53	6.65
80	5.82	5.93	6.04	6.15	6.26	6.37	6.49	6.60	6.72	6.83
81	5.97	6.08	6.20	6.31	6.43	6.55	6.67	6.79	6.90	7.02
82	6.13	6.25	6.36	6.48	6.61	6.73	6.85	6.97	7.09	7.21
83	6.29	6.41	6.53	6.66	6.79	6.91	7.04	7.16	7.28	7.40
84	6.46	6.58	6.71	6.84	6.97	7.10	7.23	7.35	7.47	7.59
85	6.63	6.76	6.89	7.02	7.15	7.29	7.41	7.54	7.66	7.78

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 AGE*	FEMALE IS OLDER THAN MALE BY:					
	SAME AGE	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
55	\$3.91	\$3.94	\$3.97	\$4.01	\$4.04	\$4.08
56	3.97	4.00	4.04	4.07	4.11	4.15
57	4.04	4.07	4.11	4.15	4.18	4.22
58	4.10	4.14	4.18	4.22	4.26	4.30
59	4.18	4.22	4.26	4.30	4.34	4.39
60	4.25	4.30	4.34	4.38	4.43	4.47
61	4.33	4.38	4.42	4.47	4.52	4.57
62	4.42	4.47	4.52	4.57	4.62	4.67
63	4.51	4.56	4.61	4.66	4.72	4.77
64	4.60	4.66	4.71	4.77	4.83	4.88
65	4.71	4.76	4.82	4.88	4.94	5.00
66	4.81	4.87	4.93	4.99	5.06	5.12
67	4.92	4.99	5.05	5.12	5.18	5.25
68	5.04	5.11	5.18	5.25	5.32	5.39
69	5.16	5.24	5.31	5.38	5.46	5.53
70	5.29	5.37	5.45	5.52	5.60	5.68
71	5.43	5.51	5.59	5.67	5.76	5.84
72	5.58	5.66	5.74	5.83	5.91	6.00
73	5.73	5.81	5.90	5.99	6.08	6.17
74	5.88	5.97	6.07	6.16	6.25	6.34
75	6.05	6.14	6.24	6.33	6.43	6.52
76	6.21	6.31	6.41	6.51	6.61	6.70
77	6.39	6.49	6.59	6.69	6.79	6.89
78	6.57	6.68	6.78	6.88	6.98	7.07
79	6.76	6.86	6.97	7.07	7.17	7.26
80	6.94	7.05	7.16	7.26	7.36	7.45
81	7.13	7.25	7.35	7.45	7.55	7.63
82	7.33	7.44	7.54	7.64	7.73	7.82
83	7.52	7.62	7.73	7.82	7.91	7.99
84	7.70	7.81	7.91	8.00	8.08	8.16
85	7.88	7.99	8.08	8.17	8.25	8.32

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 AGE*	MALE2 IS YOUNGER THAN MALE1 BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
60	\$4.06	\$4.09	\$4.13	\$4.17	\$4.20	\$4.24	\$4.28	\$4.33	\$4.37	\$4.41
61	4.12	4.16	4.20	4.24	4.28	4.32	4.36	4.41	4.45	4.50
62	4.20	4.24	4.28	4.32	4.36	4.41	4.45	4.50	4.54	4.59
63	4.27	4.31	4.36	4.40	4.45	4.49	4.54	4.59	4.64	4.69
64	4.35	4.39	4.44	4.49	4.53	4.58	4.63	4.69	4.74	4.79
65	4.43	4.48	4.53	4.58	4.63	4.68	4.73	4.79	4.84	4.90
66	4.52	4.57	4.62	4.67	4.73	4.78	4.84	4.90	4.95	5.01
67	4.61	4.66	4.72	4.77	4.83	4.89	4.95	5.01	5.07	5.13
68	4.71	4.76	4.82	4.88	4.94	5.00	5.06	5.13	5.19	5.26
69	4.81	4.87	4.93	4.99	5.05	5.12	5.19	5.25	5.32	5.39
70	4.91	4.98	5.04	5.11	5.17	5.24	5.31	5.38	5.46	5.53
71	5.02	5.09	5.16	5.23	5.30	5.37	5.45	5.52	5.59	5.67
72	5.14	5.21	5.28	5.36	5.43	5.51	5.58	5.66	5.74	5.82
73	5.26	5.33	5.41	5.49	5.57	5.65	5.73	5.81	5.89	5.97
74	5.39	5.47	5.55	5.63	5.71	5.79	5.88	5.96	6.04	6.13
75	5.52	5.60	5.69	5.77	5.86	5.95	6.03	6.12	6.21	6.29

MALE1 AGE*	MALE2 IS OLDER THAN MALE 1 BY:					
	SAME AGE	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
60	\$4.45	\$4.50	\$4.54	\$4.59	\$4.63	\$4.68
61	4.54	4.59	4.64	4.69	4.73	4.78
62	4.64	4.69	4.74	4.79	4.84	4.89
63	4.74	4.79	4.84	4.90	4.95	5.00
64	4.85	4.90	4.95	5.01	5.06	5.12
65	4.96	5.01	5.07	5.13	5.19	5.24
66	5.07	5.13	5.19	5.25	5.31	5.37
67	5.20	5.26	5.32	5.38	5.45	5.51
68	5.32	5.39	5.46	5.52	5.58	5.65
69	5.46	5.53	5.59	5.66	5.73	5.79
70	5.60	5.67	5.74	5.81	5.88	5.95
71	5.74	5.82	5.89	5.96	6.03	6.10
72	5.89	5.97	6.04	6.12	6.19	6.26
73	6.05	6.13	6.21	6.28	6.36	6.43
74	6.21	6.29	6.37	6.45	6.53	6.60
75	6.38	6.46	6.54	6.62	6.70	6.77

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	\$3.76	\$3.79	\$3.82	\$3.85	\$3.88	\$3.91	\$3.95	\$3.98	\$4.01	\$4.05
61	3.82	3.85	3.88	3.91	3.94	3.98	4.01	4.05	4.08	4.12
62	3.88	3.91	3.94	3.98	4.01	4.05	4.08	4.12	4.16	4.20
63	3.94	3.97	4.01	4.04	4.08	4.12	4.16	4.19	4.23	4.28
64	4.00	4.04	4.07	4.11	4.15	4.19	4.23	4.27	4.32	4.36
65	4.07	4.11	4.15	4.19	4.23	4.27	4.31	4.36	4.40	4.45
66	4.14	4.18	4.22	4.27	4.31	4.35	4.40	4.45	4.50	4.54
67	4.22	4.26	4.30	4.35	4.40	4.44	4.49	4.54	4.59	4.64
68	4.30	4.34	4.39	4.44	4.49	4.54	4.59	4.64	4.70	4.75
69	4.38	4.43	4.48	4.53	4.58	4.64	4.69	4.75	4.80	4.86
70	4.47	4.52	4.57	4.63	4.68	4.74	4.80	4.86	4.92	4.98
71	4.56	4.62	4.67	4.73	4.79	4.85	4.91	4.98	5.04	5.11
72	4.66	4.72	4.78	4.84	4.91	4.97	5.04	5.10	5.17	5.24
73	4.77	4.83	4.89	4.96	5.03	5.09	5.16	5.24	5.31	5.38
74	4.88	4.94	5.01	5.08	5.15	5.23	5.30	5.38	5.45	5.53
75	4.99	5.06	5.14	5.21	5.29	5.36	5.44	5.52	5.60	5.69

FEMALE1 AGE*	FEMALE2 IS OLDER THAN FEMALE1 BY:					
	SAME AGE	1 Yr.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
60	\$4.08	\$4.12	\$4.16	\$4.19	\$4.23	\$4.27
61	4.16	4.20	4.23	4.27	4.31	4.35
62	4.24	4.28	4.32	4.36	4.40	4.44
63	4.32	4.36	4.40	4.45	4.49	4.54
64	4.40	4.45	4.50	4.54	4.59	4.64
65	4.50	4.54	4.59	4.64	4.69	4.74
66	4.59	4.64	4.70	4.75	4.80	4.85
67	4.70	4.75	4.80	4.86	4.91	4.97
68	4.81	4.86	4.92	4.98	5.04	5.09
69	4.92	4.98	5.04	5.10	5.16	5.23
70	5.04	5.11	5.17	5.24	5.30	5.36
71	5.17	5.24	5.31	5.38	5.44	5.51
72	5.31	5.38	5.45	5.52	5.59	5.66
73	5.46	5.53	5.60	5.68	5.75	5.82
74	5.61	5.69	5.76	5.84	5.92	5.99
75	5.77	5.88	5.93	6.01	6.09	6.16

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.

## Part 6. Notes On Our Computations

This Part covers some technical points about this policy.

### **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 policy values and paid-up insurance benefits. All these values and benefits are not less than those required by the laws of that state.

The value of any paid-up insurance benefits provided by this policy will at any time be equal to the net single premium for those benefits computed on the assumptions stated in the **Basis Of Computation** provision. However, the value of any paid-up additions will not be less than the dividends used to buy them.

### **Basis Of Computation**

We use mortality rates from the mortality table stated in the Policy Specifications in computing the policy value shown on the Table Of Guaranteed Benefits For The Basic Policy. These mortality rates are also used to compute both the amount and value of any paid-up insurance benefits.

In our computations, we assume that any money held to pay future benefits guaranteed by this policy will earn interest at the annual rate stated in the Policy Specifications. Finally, our calculations are based on continuous payment of premiums and immediate payment of death claims.

In computing the minimum payments under payment Options 2, 5, and 6, we use mortality rates from the 1983 Table "a" with Projection G for 32 years. The interest rate used is an annual rate of 3%.

THIS PAGE IS INTENTIONALLY LEFT BLANK

**Massachusetts Mutual  
Life Insurance Company**

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

**Whole Life Policy**

---

This Policy provides that:

A death benefit is payable when the Insured dies.  
Premiums are payable to a stated date or to the Insured's death, if earlier.  
This policy is participating - Annual dividends may be paid.

**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

## Whole Life Policy

INSURED  
POLICY DATE  
ISSUE DATE

[ JOHN A. DOE ]  
[ JANUARY 01, 2011 ]  
[ JANUARY 01, 2011 ]

POLICY NUMBER [ 123456789 ]  
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.

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. You may contact us at our Home Office, toll free: 1-800-272-2216, or visit our website at [www.massmutual.com](http://www.massmutual.com).

YOU HAVE THE RIGHT TO RETURN THIS POLICY. If you decide not to keep this policy, return it within 30 days after you receive it. It may be returned by delivering or mailing it to our Home 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.

Signed for Massachusetts Mutual Life Insurance Company.

Sincerely yours,

[  ]

PRESIDENT

[  ]

SECRETARY

This Whole Life Policy provides that:

A death benefit is payable when the Insured dies.  
Premiums are payable to a stated date or to the Insured's death, if earlier.  
This policy is participating - Annual dividends may be paid.

## 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 whole 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.

Premiums are payable in advance to a stated date or to the death of the Insured, if earlier. We allow a grace period for payment of each premium after the first one. If a premium is not paid by the end of the grace period, the policy will lapse as of the due date of that premium.

If this policy lapses, the insurance may terminate or it may continue in force for a limited amount. In either case, there is 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 allocated to this policy;
- Change the Face Amount;
- Make loans;
- Make partial surrenders; 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.

## TABLE OF CONTENTS

### Policy Specifications

	<u>Page No.</u>		<u>Page No.</u>
<b>Part 1. - The Basics Of This Policy</b> .....	1	Repayment Of Policy Debt.....	8
The Parties Involved - Owner, Insured, Beneficiary, Irrevocable Beneficiary.....	1	Lapse Benefit .....	8
Dates - Policy Date, Policy Anniversary Date, Policy Year, Issue Date .....	1	What Happens If This Policy Lapses .....	8
Policy A Legal Contract.....	1	Paid-Up Life Insurance.....	8
Representations And Contestability.....	2	Riders Not Included.....	8
Misstatement Of Age.....	2	Policy Rights After Lapse .....	8
Death By Suicide.....	2	Reinstating This Policy After Lapse .....	9
Meaning Of In Full Force, Lapse, And In Force .....	2	When Policy May Be Reinstated.....	9
Face Amount.....	3	Requirements To Reinstatement .....	9
Ages - Issue Age, Attained Age .....	3	Policy After Reinstatement.....	9
Written Request .....	3	Surrendering This Policy .....	9
Currency.....	3	Right To Surrender.....	9
Home Office .....	3	Policy Value.....	9
		Cash Surrender Value.....	9
		Partial Surrenders .....	10
		How We Pay.....	10
<b>Part 2. - Premium Payments</b> .....	4	<b>Part 4. - The Death Benefit</b> .....	10
When Premiums Are Due .....	4	Death Benefit While Policy Is In Full Force.	10
Regular Premium Payments .....	4	Death Benefit After Lapse.....	10
Grace Period .....	4	When We Pay .....	11
Where To Pay Premiums.....	4	Interest On Death Benefit.....	11
<b>Part 3. - Life Benefits</b> .....	5	<b>Part 5. - Payment Options</b> .....	11
Policy Ownership .....	5	Availability Of Options .....	11
Rights Of Owner.....	5	Minimum Amounts .....	11
Changing The Owner Or Beneficiary .....	5	Description Of Options .....	11
Assigning This Policy .....	5	Option 1.....	11
This Policy's Share In Dividends.....	5	Options 2, 3, 4, 5, 6 .....	12
Policy Is Participating .....	5	Alternate Life Income .....	12
How Dividends May Be Used .....	5	Electing A Payment Option .....	12
Dividend After Death Of Insured .....	6	Effective Date And Payment Dates.....	12
Changing The Face Amount.....	6	Withdrawals And Changes.....	13
Increases In The Face Amount.....	6	Income Protection .....	13
Decreases In The Face Amount .....	6	Other Payment Option Rules .....	13
Evidence Of Changes .....	6	Payment Option Rates Tables .....	14-17
Borrowing Against This Policy .....	7	<b>Part 6. - Notes On Our Computations</b> .....	18
Right To Make Loans .....	7	Method Of Computing Values.....	18
Maximum Loan Available.....	7	Basis Of Computation .....	18
Interest On Loans.....	7		
Policy Debt Limit .....	7		
Other Borrowing Rules.....	7		
Automatic Premium Loan Plan .....	7		
To Elect Or Cancel The Automatic Premium Loan Plan.....	8		

Any riders and endorsements, and a copy of the application for the policy, follow page 18.

THIS PAGE IS INTENTIONALLY LEFT BLANK

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>ISSUE AGE AND GENDER</b>	[35] [UNISEX]
<b>POLICY NUMBER</b>	[123456789]	<b>INITIAL FACE AMOUNT</b>	[\$500,000]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**BASIC POLICY INFORMATION**

**PLAN**        Whole Life

Subject to the terms of this policy, the Face Amount is adjustable. If the Face Amount is adjusted, then revised or additional Policy Specifications will be sent.

<b>MINIMUM FACE AMOUNT</b>	[\$25,000]
<b>MINIMUM PAID-UP LIFE INSURANCE AMOUNT</b>	[\$1,000]
<b>PREMIUM FREQUENCY</b>	[Annual]
<b>LOAN INTEREST RATE</b>	[Fixed]

**PREMIUM INFORMATION** (as of [January 01, 2011])

**Payable To**

Annual Policy Premium (excluding Riders):*	[\$5,730.00]	[January 01, 2076]
--	--------------	--------------------

\*All Annual Policy Premiums Include a \$50 Fee.

Initial Annual Premium for all Riders:	[\$ 0.00]
--	-----------

Total Initial Annual Premium:	[\$5,730.00]
-------------------------------	--------------

Total Initial Annual Premium for other available premium frequencies:

Semi-Annually:	[\$2,932.05]
Quarterly:	[\$1,483.50]
Monthly:	[\$ 498.51]

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**PREMIUM PAYMENT OPTIONS**

Premium Frequency	Premium Payment (Including Installment Payment Charge)	Number of Payments Per Year	Total Premium Per Year	Additional Charge (In Dollars)	Additional Charge (As the Annual Percentage Rate or APR)
Annual	[\$5,730.00]	1	[\$5,730.00]	\$0.00	0.0%
Semi-Annual	[\$2,932.05]	2	[\$5,864.10]	[\$134.10]	[9.6%]
Quarterly	[\$1,483.50]	4	[\$5,934.00]	[\$204.00]	[9.5%]
Monthly	[\$498.51]	12	[\$5,982.12]	[\$252.12]	[9.5%]

**PREMIUM PAYMENT OPTIONS. YOU MAY PAY PREMIUMS ONCE A YEAR (ANNUALLY), TWICE A YEAR (SEMIANNUALLY), FOUR TIMES A YEAR (QUARTERLY), OR TWELVE TIMES A YEAR (MONTHLY). YOU MAY PAY PREMIUMS TWELVE TIMES A YEAR (MONTHLY) ONLY BY PRE-AUTHORIZED ELECTRONIC TRANSFER. IF YOU PAY ANNUAL PREMIUMS BY INSTALLMENTS, THERE WILL BE AN ADDITIONAL CHARGE. THE ADDITIONAL CHARGE BASED ON THE TOTAL INITIAL ANNUAL PREMIUM IS SHOWN IN DOLLARS AND AS ANNUAL PERCENTAGE RATES IN THE TABLE ABOVE. YOU MAY ACCESS OUR "MODAL CHARGE DISCLOSURE AND ANNUAL PERCENTAGE RATE CALCULATOR" LINK AT [WWW.MASSMUTUAL.COM/CALCULATORS](http://WWW.MASSMUTUAL.COM/CALCULATORS) TO DETERMINE THE ADDITIONAL CHARGE FOR RENEWAL PREMIUMS.**

**NOTE: DIVIDENDS ARE NOT GUARANTEED. SEE "THIS POLICY'S SHARE IN DIVIDENDS" IN PART 3.**

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

<b><u>INITIAL FACE AMOUNT SEGMENT</u></b>	[\$500,000]
<b>ISSUE AGE AND GENDER</b>	[35] [Unisex]
<b>RISK CLASS</b>	[NonTobacco]
<b>EFFECTIVE DATE</b>	[January 01, 2011]

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**TABLE OF GUARANTEED BENEFITS FOR THE BASIC POLICY**

<u>Policy Anniversary Date</u>	<u>Policy and Loan Value</u>	<u>Participating Paid-Up Life Insurance</u>
[Jan 01, 2012	\$0.00	\$0.00
Jan 01, 2013	\$0.00	\$0.00
Jan 01, 2014	\$5,185.00	\$22,698.00
Jan 01, 2015	\$10,875.00	\$45,987.00
Jan 01, 2016	\$16,755.00	\$68,445.00
Jan 01, 2017	\$22,835.00	\$90,123.00
Jan 01, 2018	\$29,100.00	\$110,978.00
Jan 01, 2019	\$35,555.00	\$131,049.00
Jan 01, 2020	\$42,195.00	\$150,345.00
Jan 01, 2021	\$49,015.00	\$168,882.00
Jan 01, 2022	\$55,255.00	\$184,153.00
Jan 01, 2023	\$61,650.00	\$198,798.00
Jan 01, 2024	\$68,200.00	\$212,841.00
Jan 01, 2025	\$74,965.00	\$226,434.00
Jan 01, 2026	\$81,925.00	\$239,528.00
Jan 01, 2027	\$89,085.00	\$252,155.00
Jan 01, 2028	\$96,430.00	\$264,299.00
Jan 01, 2029	\$103,935.00	\$275,938.00
Jan 01, 2030	\$111,590.00	\$287,077.00
Jan 01, 2031	\$119,375.00	\$297,723.00
Jan 01, 2032	\$127,270.00	\$307,869.00
Jan 01, 2033	\$135,275.00	\$317,555.00
Jan 01, 2034	\$143,390.00	\$326,810.00
Jan 01, 2035	\$151,665.00	\$335,706.00
Jan 01, 2036 #	\$160,090.00	\$344,250.00
Jan 01, 2037	\$168,645.00	\$352,442.00
Jan 01, 2038 #	\$177,290.00	\$360,262.00
Jan 01, 2039	\$185,985.00	\$367,705.00
Jan 01, 2040	\$194,715.00	\$374,786.00
Jan 01, 2041 #	\$203,480.00	\$381,530.00
Jan 01, 2042	\$212,280.00	\$387,955.00
Jan 01, 2043	\$221,140.00	\$394,102.00
Jan 01, 2044	\$230,085.00	\$400,006.00
Jan 01, 2045	\$239,115.00	\$405,683.00
Jan 01, 2046	\$248,250.00	\$411,155.00]

Continued

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**TABLE OF GUARANTEED BENEFITS FOR THE BASIC POLICY (Continued)**

<u>Policy Anniversary Date</u>	<u>Policy and Loan Value</u>	<u>Participating Paid-Up Life Insurance</u>
Jan 01, 2047	\$257,445.00	\$416,403.00
Jan 01, 2048	\$266,685.00	\$421,435.00
Jan 01, 2049	\$275,855.00	\$426,204.00
Jan 01, 2050	\$284,980.00	\$430,748.00
Jan 01, 2051	\$294,065.00	\$435,075.00
Jan 01, 2052	\$303,105.00	\$439,206.00
Jan 01, 2053	\$312,095.00	\$443,148.00
Jan 01, 2054	\$320,985.00	\$446,891.00
Jan 01, 2055	\$329,725.00	\$450,432.00
Jan 01, 2056	\$338,260.00	\$453,764.00
Jan 01, 2057	\$346,590.00	\$456,907.00
Jan 01, 2058	\$354,620.00	\$459,832.00
Jan 01, 2059	\$362,385.00	\$462,570.00
Jan 01, 2060	\$369,915.00	\$465,144.00
Jan 01, 2061	\$377,190.00	\$467,561.00
Jan 01, 2062	\$384,165.00	\$469,813.00
Jan 01, 2063	\$390,870.00	\$471,924.00
Jan 01, 2064	\$397,200.00	\$473,866.00
Jan 01, 2065	\$403,180.00	\$475,662.00
Jan 01, 2066	\$408,830.00	\$477,320.00
Jan 01, 2067	\$414,265.00	\$478,883.00
Jan 01, 2068	\$419,905.00	\$480,473.00
Jan 01, 2069	\$425,775.00	\$482,091.00
Jan 01, 2070	\$431,930.00	\$483,756.00
Jan 01, 2071	\$438,485.00	\$485,486.00
Jan 01, 2072	\$445,635.00	\$487,333.00
Jan 01, 2073	\$454,045.00	\$489,446.00
Jan 01, 2074	\$464,565.00	\$492,004.00
Jan 01, 2075	\$479,145.00	\$495,404.00
Jan 01, 2076	\$500,000.00	\$500,000.00
Jan 01, 2077	\$500,000.00	- - -
Jan 01, 2078	\$500,000.00	- - -
Jan 01, 2079	\$500,000.00	- - -
Jan 01, 2080	\$500,000.00	- - -
Jan 01, 2081	\$500,000.00	- - -]

Continued

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**TABLE OF GUARANTEED BENEFITS FOR THE BASIC POLICY (Continued)**

<u>Policy Anniversary Date</u>	<u>Policy and Loan Value</u>	<u>Participating Paid-Up Life Insurance</u>
[Jan 01, 2082	\$500,000.00	- - -
Jan 01, 2083	\$500,000.00	- - -
Jan 01, 2084	\$500,000.00	- - -
Jan 01, 2085	\$500,000.00	- - -
Jan 01, 2086	\$500,000.00	- - -
Jan 01, 2087	\$500,000.00	- - -
Jan 01, 2088	\$500,000.00	- - -
Jan 01, 2089	\$500,000.00	- - -
Jan 01, 2090	\$500,000.00	- - -
Jan 01, 2091	\$500,000.00	- - -
Jan 01, 2092	\$500,000.00	- - -
Jan 01, 2093	\$500,000.00	- - -
Jan 01, 2094	\$500,000.00	- - -
Jan 01, 2095	\$500,000.00	- - -
Jan 01, 2096	\$500,000.00	- - -
Jan 01, 2097	\$500,000.00	- - -]

# Anniversaries nearest ages 60, 62 and 65

This table assumes all premiums have been paid to the policy anniversary dates shown. These figures do not reflect any policy debt, paid-up additions, dividend accumulations, supplemental insurance, or liens against this policy.

For more information, see Part 3 of this policy.

**BASIS OF COMPUTATION FOR POLICY VALUES AND PAID-UP INSURANCE BENEFITS**

Mortality Table: 2001 Commissioners' Standard Ordinary Ultimate Mortality Composite Table (Age Nearest Birthday) - [Unisex (80)]

Interest Rate: 4.00% per year to Attained Age 100  
0.00% thereafter.

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**RIDER INFORMATION** (as of [January 01, 2011])

**Annual Premium**

**Payable To**

**Accelerated Death Benefit for Terminal Illness Rider**    None  
[Rider Issue Date: January 01, 2011]

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**OWNER INFORMATION**

**OWNER**

[THE INSURED]

**POLICY SPECIFICATIONS  
WHOLE LIFE POLICY**

<b>INSURED</b>	[JOHN A. DOE]	<b>POLICY NUMBER</b>	[123456789]
<b>POLICY DATE</b>	[JANUARY 01, 2011]		
<b>ISSUE DATE</b>	[JANUARY 01, 2011]		

**BENEFICIARY INFORMATION**

**BENEFICIARY**

[JANE C. DOE, WIFE OF THE INSURED]

## 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 3.

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 dies. 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, but has no other rights under this policy.

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 3, and see "Part 5. - Payment Options."

### **Dates - Policy Date, Policy Anniversary Date , Policy Year, Issue Date**

The **Policy Date** is shown in the Policy Specifications. It is the starting point for determining premium due dates, **Policy Anniversary Dates** and **Policy Years**. 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 **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. The Application for this policy consists of the written application forms (including any

amendments or supplements thereto) provided by us and completed by the Owner and the Insured, if different, when applying for coverage provided by this policy, including the written application forms used to apply for any riders attached to this policy. 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.

**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. Generally, 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, except for failure to pay premiums.

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, except for failure to pay premiums.

If evidence of insurability is required to reinstate this policy (see "Reinstating This Policy After Lapse" in Part 3), our right to contest the validity of this policy begins again on the date of reinstatement. 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, except for failure to pay premiums.

**Misstatement Of  
Age**

If the Insured's date of birth as given in the application is not correct, all benefits and other amounts payable, including but not limited to the Face Amount (discussed in this Part) will be adjusted. The adjustment will reflect the amount provided by what the premiums paid would have bought using 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, we will pay a limited death benefit. In this case, the limited death benefit will be the amount of premiums paid for this policy, less any partial surrenders and less any policy debt.

Partial surrenders and policy debt are discussed in Part 3.

**Meaning Of In Full  
Force, Lapse, And  
In Force**

This policy is "in full force" as long as all premiums are paid when due. It continues in full force during the entire Grace Period of any unpaid premium. If the unpaid premium is not paid by the end of the Grace Period, this policy will "lapse" as of that due date. Then it will no longer be in full force.

Lapse is not necessarily the same as termination. When a policy lapses, the insurance may terminate or it may continue for a limited amount. If insurance continues after lapse, we say that the policy remains "in force" but no longer in full force. See "Lapse Benefit" in Part 3.

Coverage under this policy will take effect 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, coverage will be considered to take effect on the later of (a) the date all required supplemental information is received at our Home 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.

**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.

**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. In the future, we may also allow the telephone, Internet or other electronic media to be used for certain transactions that currently require a Written Request. We will accept such requests only after the appropriate policies, procedures and security measures have been established.

**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 is 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 needed to keep this policy in full force. Premiums for this policy are shown in the Policy Specifications and are discussed in this Part.

### When Premiums Are Due

Premiums are payable in advance to the date shown in the Policy Specifications or to the death of the Insured, if earlier. The first premium is due on the Policy Date. Coverage under this policy will not take effect until the first premium has been paid. Each subsequent premium is due when the period covered by the preceding premium ends. These premiums are due on the same day of the month as the day shown in the Policy Date.

**Example:** You pay a quarterly premium due March 10th. It will cover the period from March 10th through June 9th of that year. Your next premium is due on June 10th.

### Regular Premium Payments

Regular premiums may be paid once a year (annually), twice a year (semiannually), four times a year (quarterly), or twelve times a year (monthly) as shown in the Policy Specifications. Premiums may be paid monthly only under a pre-authorized payment plan or a group billing plan.

If premiums are paid other than annually, there will be an additional charge. The additional charge is shown in dollars and cents and as annual percentage rates in the Policy Specifications.

The frequency of payments may be changed by giving us advance written notice. A change may also be made as of any premium due date, without notice, by paying the regular premium for the frequency wanted.

**Example:** You have been paying premiums annually. Then you pay a quarterly premium instead of the annual premium due June 10. Now premiums are payable quarterly. So your next premium is due September 10th.

### Grace Period

After the first premium has been paid, we allow a grace period to pay each following premium. If the premium is not paid by the thirtieth (30th) day after its due date, we will provide written notice to the Owner and the Insured, if different, and any individual designated by the Owner or the Insured, if different, to receive notice of non-payment of premium. If the premium is not paid within thirty-six (36) days after notice is sent, this Policy will lapse for non-payment of premium. In order to be considered paid during the grace period, any payments sent by U.S. mail must be postmarked within the grace period.

During this grace period the policy remains in full force. See "Lapse Benefit" in Part 3.

### Where To Pay Premiums

All premiums after the first premium are payable to us at our Home 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.

## Part 3. 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 dies 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. 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 other action we took before receiving the written notice of the assignment.

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.

### This Policy's Share In Dividends

#### Policy Is Participating

This policy is "participating," which means it may 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.

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, however, we reserve the right to make other options available.

**Cash** - Dividends will be paid in cash.

**Dividend Accumulations** – Dividends will be held by us and interest will be credited at the end of each Policy Year. Interest will be at an annual rate determined by us (but not less than 2 1/2 %) and will be compounded annually. Dividend accumulations may be surrendered as long as they are not being used as collateral for policy debt. See "Borrowing Against This Policy" in this Part for a discussion of policy debt.

**Paid-Up Additions** - Dividends will be used as premiums to buy additional level paid-up life insurance. This additional life insurance will be payable when the death benefit is payable. "Paid-up" means that no further premiums are required on the additional life insurance. This insurance will be participating, as well. Paid-up additions may be surrendered for their value as long as they are not being used as collateral for policy debt.

**Example:** A \$50 dividend is used to buy paid-up additions (paid-up insurance) of \$80. This amount of insurance remains level at \$80. The value of this insurance on the date it is bought is \$50. This value will increase from year to year. Upon surrender of these paid-up additions, this value is payable.

**Reduce Premiums** - Dividends will be used to reduce premium payments. If the dividend is not enough to pay the full premium due, the balance must be paid by the end of the Grace Period. If this balance is not paid, we will use the dividend to pay the next smaller premium (semiannual or quarterly - - but not less than quarterly) that it will cover. Premiums will then be payable at this new frequency.

**Example:** The semiannual premium due on June 10th is \$275. The dividend is \$150. The balance of \$125 is not paid by the end of the Grace Period. Although the \$150 dividend will not cover the semiannual premium, it will cover a quarterly premium of \$140. It will be used to pay the June 10th quarterly premium. Premiums will then be payable quarterly with the next one due September 10th. The remaining \$10 will reduce the next premium.

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 elected in the application, we will apply any dividends payable under the paid-up additions dividend option.

**Dividend After  
Death Of Insured**

The death benefit will include a pro rata share of any dividend allocated to the policy for the year that death occurs.

**Changing The Face Amount**

While this policy is in full force, the Face Amount may be changed. We may limit the number and the size of the changes in a Policy Year.

**Increases In The  
Face Amount**

Increases in the Face Amount will not be allowed.

**Decreases In The  
Face Amount**

After the first Policy Year, the Face Amount may be decreased by the Owner's written request. However, the decrease must not reduce the Face Amount to an amount less than the Minimum Face Amount shown in the Policy Specifications. Any restrictions on decreases in the Face Amount stated in any riders attached to this policy are applicable.

Any decrease is effective on the date we receive written request, satisfactory to us, at our Home Office.

**Evidence Of  
Changes**

If the Face Amount is changed, we will send the Owner any revised and additional Policy Specifications for attachment to this policy.

## Borrowing Against This Policy

### Right To Make Loans

The Owner may borrow against this policy at any time while the Insured is living. However, 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."

### Maximum Loan Available

There is a maximum amount that can be borrowed on any date. It is the lesser of:

- The amount that, with loan interest on it to the next premium due date, will equal the cash surrender value as of that date; and
- The amount that, with loan interest on it to the next Policy Anniversary Date, will equal the cash surrender value as of that date.

If no further premiums are payable, we use the next Policy Anniversary Date in our calculations instead of the next premium due date.

### Interest On Loans

The interest rate on any loan is 6% per year. Interest on loans is not due in advance. This interest accrues (builds up) each day and becomes part of the policy debt as it accrues.

Interest is due on each Policy Anniversary Date. If interest is not paid when due, it will be added to the loan, provided it does not exceed the maximum loan available, and will bear interest at the rate payable on the loan.

**Example:** You have a loan of \$1,000. The interest due on the next Policy Anniversary Date is \$60. If it is not paid on that date, we will add it to the existing loan. From then on, the loan will be \$1,060 and interest will be charged on this new amount.

### Policy Debt Limit

Policy debt (which includes accrued interest) may not equal or exceed the policy value plus any dividend accumulations and the value of any paid-up additions. 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 31 days after the date we mail the notice, this policy will terminate at the end of those 31 days.

### Other Borrowing Rules

If a premium is due when a loan is requested, payment of that premium may be needed before we can make the loan. If so, we will make the loan, pay the premium directly from the loan proceeds, and then send the balance.

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

### Automatic Premium Loan Plan

The automatic premium loan plan is an optional benefit we offer. If elected, it can cover unpaid premiums due. Under this plan we will automatically make a loan to cover a premium not paid by the last day of the Grace Period. The loan will be made effective as of the premium due date. We will not make an automatic premium loan that exceeds the maximum loan available on this policy. Instead, we will loan enough to cover the next smaller premium (semiannual or quarterly -- but not less than quarterly) that will not exceed the maximum loan available. Premiums will then be payable at the new frequency.

**Example:** You elected the automatic premium loan plan. You have not paid an annual premium of \$540 by the end of the Grace Period. The maximum loan available is \$150. The quarterly premium on your policy is \$140. We will loan \$140 to pay the quarterly premium. Premiums will then be payable quarterly instead of annually.

The automatic premium loan plan only covers regular premiums and premiums under a group billing plan. It does not cover premiums under a pre-authorized payment plan. If a premium under this plan is not paid by the end of the Grace Period, the pre-authorized payment plan will terminate. Then, regular premiums will be payable and, if elected, the automatic premium loan plan will apply.

**To Elect Or Cancel  
The Automatic  
Premium Loan Plan**

The automatic premium loan plan may be elected in the application for this policy. Or it may be elected at a later time by filing a written request with us. The request must be received at our Home Office before the Grace Period for the unpaid premium expires.

The automatic premium loan plan may be canceled at any time. The cancellation will apply to premiums coming due after the date we receive written notice of cancellation at our Home Office.

**Repayment Of  
Policy Debt**

All or part of any policy debt may be repaid at any time while the Insured is living. However, any policy debt outstanding while the policy is on a premium-paying basis can only be repaid before the end of the Grace Period for any unpaid premium. Loan repayments will be credited on the date we receive them at our Home Office.

**Lapse Benefit**

**What Happens If  
This Policy  
Lapses**

If a premium is not paid by the end of the Grace Period, this policy will lapse as of the due date of that premium. We call this premium due date the date of lapse.

Several things can occur when this policy lapses. First, this policy is no longer "in full force." If there is no cash surrender value as of the date of lapse, the insurance will terminate. However, if there is a cash surrender value, it will automatically be used as a net single premium at the attained age of the Insured to provide paid-up life insurance and the policy will continue "in force." If the amount of paid-up life insurance is less than the Minimum Paid-Up Life Insurance Amount shown in the Policy Specifications, the cash surrender value will be paid in one sum to the Owner. If this policy is later reinstated (see "Reinstating This Policy After Lapse" in this Part), the cash surrender value will be added to the cost to reinstate.

**Paid-Up Life  
Insurance**

This is a level amount of insurance for the lifetime of the Insured. The cash surrender value on the date of lapse determines the amount of paid-up life insurance that will be provided.

The Table Of Guaranteed Benefits For The Basic Policy in the Policy Specifications shows an amount of paid-up life insurance for each of the values shown on certain Policy Anniversary Dates. When using this Table, note that these values do not include any dividend accumulations, paid-up additions, or policy debt.

**Riders Not Included**

Paid-up life insurance benefits do not apply to any rider included with this policy, unless specifically provided in that rider.

**Policy Rights After  
Lapse**

While this policy is in force as paid-up life insurance, all the rights granted by it are still available unless this policy states otherwise.

## Reinstating This Policy After Lapse

### When Policy May Be Reinstated

After this policy has lapsed, it may be reinstated -- that is, put back in full force. However, the policy cannot be reinstated if it has been surrendered for its cash surrender value. Reinstatement must be made within five years after the date of lapse and while the Insured is living.

### Requirements To Reinstatement

All policy debt will be reinstated with interest, compounded annually, from the date of lapse to the date of reinstatement. This interest will be at the rate(s) that would have applied during that period of time if the policy had not lapsed. Evidence of insurability satisfactory to us is required. All overdue premiums must be paid with interest from their due dates to the date of reinstatement. Interest will be at an annual rate of 6% and will be compounded annually.

### Policy After Reinstatement

Reinstatements are effective on the later of the receipt of the cost to reinstate or when the reinstatement is approved. The Face Amount on the date of reinstatement will be the Face Amount on the termination date.

If evidence of insurability is required for the reinstatement, our rights to contest the validity of this policy begin again on the date of reinstatement. See the **Representations And Contestability** provision in Part 1.

In all other respects, we and the Owner will have the same rights under the policy as were in effect on the day before the due date of the unpaid premium.

## Surrendering This Policy

### Right To Surrender

This policy may be surrendered in full for its cash surrender value at any time while the Insured is living. The surrender will be effective on the date we receive at our Home Office a written request, satisfactory to us, to surrender. This policy will terminate as of the date of surrender.

### Policy Value

The Table Of Guaranteed Benefits For The Basic Policy shows the policy value on certain Policy Anniversary Dates. It assumes that all premiums have been paid to those dates. The policy value can be computed at any time during a Policy Year. In that case, allowance will be made for the period of time since the last Policy Anniversary Date and for any premiums paid for any part of that Policy Year.

If this policy is in force after lapse, the policy value at any time is the reserve for the insurance provided.

### Cash Surrender Value

The cash surrender value is the policy value with certain additions and deductions. We add any dividend accumulations and the value of any paid-up additions. We then deduct any outstanding policy debt. The result is the cash surrender value.

We compute all the amounts that go into the cash surrender value as of the effective date of surrender. However, if this policy is surrendered within 30 days after a Policy Anniversary Date, the policy value and the value of any paid-up additions will be computed as of the Policy Anniversary Date, if such valuation would result in a higher cash surrender value.

**Partial  
Surrenders**

Partial Surrenders may be made by written request while the policy is in force and the Insured is living. Amounts that may be surrendered include dividend accumulations and the value of any paid-up additions.

A partial surrender will be effective on the date we receive the written request satisfactory to us.

**How We Pay**

Any partial surrender made will be paid in one sum. If the policy is surrendered in full, the cash surrender value may be paid in one sum or it may be applied under any payment option elected. See Part 5.

We may delay paying any surrender or partial surrender for up to six months from the date we receive the written request. If payment is delayed, interest will be added. The amount of interest will be the same as would be paid for the same period of time under Option 3 of the payment options or, if greater, the amount using the minimum interest rate for this purpose required by the laws of the state where this policy was delivered. See Part 5 for a description of Option 3.

**Part 4. The Death Benefit**

The death benefit is the amount of money we will pay when we receive due proof at our Home Office that the Insured died while the policy was in force. The amount will depend on whether the Insured dies while this policy is in full force or while it is in force after lapse as paid-up life insurance. See Part 1 if the distinction between "in full force" and "in force" is not clear.

**Death Benefit  
While Policy Is  
In Full Force**

Except as otherwise provided in the **Death By Suicide** provision, if the Insured dies while this policy is in full force, the death benefit is the face amount as shown in the Policy Specifications, with these additions and deductions.

We add:

- Any paid-up additions -- that is, paid-up additional insurance bought with dividends;
- Any dividend accumulations;
- A pro rata share of any dividend allocated for the year of death; and
- The part of any premium paid for a period beyond the date of death.

We deduct:

- Any policy debt -- that is, any outstanding loans on this policy plus accrued interest to the date of death; and
- That part of the unpaid premium to the date of death, if it occurs during the Grace Period.

**Death Benefit  
After Lapse**

If the Insured dies while this policy is in force after lapse, the death benefit will be the amount of paid-up life insurance, with certain additions and deductions.

If paid-up life insurance is in force, we add any paid-up additions, any dividend accumulations, and a pro rata share of any dividend allocated for the year of death; then we deduct any policy debt. See "Lapse Benefit" in Part 3 for a discussion of paid-up life insurance.

**When We Pay** The death benefit will be paid in a lump sum or paid under a payment option described below 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.

**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.

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 5. 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 cash 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 below. We may make additional options available under this policy. If offered, an alternative option may be elected.

**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.

<b>Option 2</b>	<b>Life Income.</b> 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 <b>Alternate Life Income</b> 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.
<b>Option 3</b>	<b>Interest.</b> 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 3%.
<b>Option 4</b>	<b>Installments Of Specified Amount.</b> 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 3%. 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.
<b>Option 5</b>	<b>Life Income With Payments Guaranteed For Amount Applied.</b> 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 <b>Alternate Life Income</b> 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.
<b>Option 6</b>	<b>Joint Life Income With Reduced Payments To Survivor.</b> 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 <b>Alternate Life Income</b> 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.
<b>Alternate Life Income</b>	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.
<b>Electing A Payment Option</b>	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.
<b>Effective Date And Payment Dates</b>	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. For the cash 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 cash 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.

#### **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 3%. 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.)

OPTION 1. INSTALLMENTS FOR A SPECIFIED PERIOD - PAYMENT OPTION RATES	
MONTHLY INCOME PER \$1,000 OF AMOUNT APPLIED	
Years	Monthly Income
1	\$84.47
2	42.86
3	28.99
4	22.06
5	17.91
6	15.14
7	13.16
8	11.68
9	10.53
10	9.61
11	8.86
12	8.24
13	7.71
14	7.26
15	6.87
16	6.53
17	6.23
18	5.96
19	5.73
20	5.51
21	5.32
22	5.15
23	4.99
24	4.84
25	4.71
26	4.59
27	4.47
28	4.37
29	4.27
30	4.18

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	\$3.76	\$3.75	\$3.74	\$3.70	\$3.68
51	3.81	3.81	3.80	3.74	3.72
52	3.87	3.87	3.85	3.79	3.77
53	3.93	3.93	3.91	3.84	3.83
54	3.99	3.99	3.97	3.90	3.88
55	4.06	4.05	4.04	3.95	3.94
56	4.13	4.12	4.10	4.01	4.00
57	4.21	4.20	4.18	4.07	4.06
58	4.29	4.28	4.25	4.13	4.12
59	4.37	4.36	4.33	4.19	4.19
60	4.46	4.45	4.41	4.25	4.26
61	4.55	4.54	4.50	4.32	4.34
62	4.65	4.64	4.60	4.39	4.42
63	4.76	4.75	4.69	4.45	4.50
64	4.88	4.86	4.80	4.52	4.59
65	5.00	4.98	4.91	4.59	4.68
66	5.13	5.10	5.02	4.66	4.78
67	5.27	5.24	5.14	4.73	4.88
68	5.41	5.38	5.27	4.80	4.99
69	5.57	5.53	5.41	4.87	5.10
70	5.74	5.70	5.55	4.93	5.22
71	5.92	5.87	5.69	4.99	5.35
72	6.12	6.05	5.85	5.05	5.48
73	6.33	6.25	6.00	5.11	5.62
74	6.55	6.46	6.17	5.16	5.77
75	6.79	6.68	6.34	5.21	5.93
76	7.05	6.92	6.52	5.26	6.09
77	7.33	7.17	6.70	5.30	6.26
78	7.62	7.43	6.88	5.33	6.44
79	7.94	7.71	7.06	5.36	6.63
80	8.28	8.00	7.25	5.39	6.84
81	8.65	8.31	7.44	5.42	7.05
82	9.04	8.64	7.62	5.44	7.27
83	9.46	8.98	7.80	5.45	7.51
84	9.92	9.34	7.98	5.47	7.75
85	10.41	9.72	8.15	5.48	8.01

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 AGE	UNISEX2 IS YOUNGER THAN UNISEX1 BY:									
	10 Yrs.	9 Yrs.	8 Yrs.	7 Yrs.	6 Yrs.	5 Yrs.	4 Yrs.	3 Yrs.	2 Yrs.	1 Yr.
55	\$3.62	\$3.64	\$3.67	\$3.69	\$3.72	\$3.74	\$3.77	\$3.80	\$3.83	\$3.86
56	3.66	3.69	3.72	3.74	3.77	3.80	3.83	3.86	3.89	3.92
57	3.71	3.74	3.77	3.80	3.83	3.85	3.89	3.92	3.95	3.98
58	3.76	3.79	3.82	3.85	3.88	3.91	3.95	3.98	4.01	4.05
59	3.82	3.85	3.88	3.91	3.94	3.98	4.01	4.04	4.08	4.12
60	3.88	3.91	3.94	3.97	4.01	4.04	4.08	4.11	4.15	4.19
61	3.94	3.97	4.00	4.04	4.07	4.11	4.15	4.19	4.23	4.27
62	4.00	4.04	4.07	4.11	4.15	4.18	4.22	4.26	4.31	4.35
63	4.07	4.10	4.14	4.18	4.22	4.26	4.30	4.35	4.39	4.43
64	4.14	4.18	4.22	4.26	4.30	4.34	4.39	4.43	4.48	4.53
65	4.21	4.25	4.29	4.34	4.38	4.43	4.48	4.52	4.57	4.62
66	4.29	4.33	4.38	4.42	4.47	4.52	4.57	4.62	4.67	4.73
67	4.37	4.42	4.46	4.51	4.56	4.62	4.67	4.72	4.78	4.83
68	4.46	4.50	4.56	4.61	4.66	4.72	4.77	4.83	4.89	4.95
69	4.55	4.60	4.65	4.71	4.76	4.82	4.88	4.94	5.00	5.07
70	4.64	4.70	4.75	4.81	4.87	4.94	5.00	5.06	5.13	5.19
71	4.74	4.80	4.86	4.92	4.99	5.05	5.12	5.19	5.26	5.33
72	4.85	4.91	4.97	5.04	5.11	5.18	5.25	5.32	5.39	5.46
73	4.96	5.03	5.09	5.16	5.24	5.31	5.38	5.46	5.53	5.61
74	5.07	5.15	5.22	5.29	5.37	5.45	5.52	5.60	5.68	5.76
75	5.20	5.27	5.35	5.43	5.51	5.59	5.67	5.76	5.84	5.92
76	5.33	5.41	5.49	5.57	5.65	5.74	5.83	5.92	6.00	6.09
77	5.46	5.54	5.63	5.72	5.81	5.90	5.99	6.08	6.17	6.26
78	5.60	5.69	5.78	5.87	5.97	6.06	6.16	6.25	6.35	6.44
79	5.75	5.84	5.94	6.03	6.13	6.23	6.33	6.43	6.53	6.62
80	5.90	6.00	6.10	6.20	6.30	6.41	6.51	6.61	6.71	6.81
81	6.06	6.16	6.26	6.37	6.48	6.58	6.69	6.80	6.90	7.00
82	6.22	6.33	6.44	6.55	6.66	6.77	6.88	6.99	7.09	7.19
83	6.39	6.50	6.61	6.73	6.84	6.95	7.07	7.18	7.28	7.39
84	6.56	6.67	6.79	6.91	7.03	7.14	7.26	7.37	7.47	7.58
85	6.73	6.85	6.97	7.09	7.21	7.33	7.45	7.56	7.66	7.76

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  AGE*	UNISEX2 IS OLDER THAN UNISEX1 BY:					
	SAME AGE	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS
55	\$3.89	\$3.92	\$3.95	\$3.98	\$4.01	\$4.04
56	3.95	3.98	4.01	4.04	4.08	4.11
57	4.01	4.05	4.08	4.11	4.15	4.18
58	4.08	4.12	4.15	4.19	4.22	4.26
59	4.15	4.19	4.23	4.26	4.30	4.34
60	4.23	4.27	4.31	4.35	4.39	4.43
61	4.31	4.35	4.39	4.43	4.48	4.52
62	4.39	4.43	4.48	4.52	4.57	4.62
63	4.48	4.53	4.57	4.62	4.67	4.72
64	4.57	4.62	4.67	4.72	4.77	4.82
65	4.67	4.73	4.78	4.83	4.88	4.94
66	4.78	4.83	4.89	4.94	5.00	5.05
67	4.89	4.95	5.00	5.06	5.12	5.18
68	5.01	5.07	5.13	5.19	5.25	5.31
69	5.13	5.19	5.26	5.32	5.38	5.45
70	5.26	5.33	5.39	5.46	5.52	5.59
71	5.39	5.46	5.53	5.60	5.67	5.74
72	5.54	5.61	5.68	5.76	5.83	5.90
73	5.69	5.76	5.84	5.92	5.99	6.06
74	5.84	5.92	6.00	6.08	6.16	6.23
75	6.01	6.09	6.17	6.25	6.33	6.41
76	6.18	6.26	6.35	6.43	6.51	6.58
77	6.35	6.44	6.53	6.61	6.69	6.77
78	6.53	6.62	6.71	6.80	6.88	6.95
79	6.72	6.81	6.90	6.99	7.07	7.14
80	6.91	7.00	7.09	7.18	7.26	7.33
81	7.10	7.19	7.28	7.37	7.45	7.52
82	7.29	7.39	7.47	7.56	7.63	7.70
83	7.48	7.58	7.66	7.74	7.82	7.88
84	7.67	7.76	7.85	7.92	7.99	8.06
85	7.86	7.94	8.02	8.10	8.17	8.23

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.

## Part 6. Notes On Our Computations

This Part covers some technical points about this policy.

### 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 policy values and paid-up insurance benefits. All these values and benefits are not less than those required by the laws of that state.

The value of any paid-up insurance benefits provided by this policy will at any time be equal to the net single premium for those benefits computed on the assumptions stated in the **Basis Of Computation** provision. However, the value of any paid-up additions will not be less than the dividends used to buy them.

### Basis Of Computation

We use mortality rates from the mortality table stated in the Policy Specifications in computing the policy value shown on the Table Of Guaranteed Benefits For The Basic Policy. These mortality rates are also used to compute both the amount and value of any paid-up insurance benefits.

In our computations, we assume that any money held to pay future benefits guaranteed by this policy will earn interest at the annual rate stated in the Policy Specifications. Finally, our calculations are based on continuous payment of premiums and immediate payment of death claims.

In computing the minimum payments under payment Options 2, 5, and 6, we use mortality rates from the 1983 Table "a" with Projection G for 32 years. The interest rate used is an annual rate of 3%.

THIS PAGE IS INTENTIONALLY LEFT BLANK

**Massachusetts Mutual  
Life Insurance Company**

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

**Whole Life Policy**

---

This Policy provides that:

A death benefit is payable when the Insured dies.  
Premiums are payable to a stated date or to the Insured's death, if earlier.  
This policy is participating - Annual dividends may be paid.

**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.

## Accelerated Death Benefit For Terminal Illness Rider

Subject to the terms of this rider, an accelerated death benefit payment will be paid to the Owner, upon request, once we receive proof that the Insured has a terminal illness. All the provisions of this policy apply to this rider, except for those that are inconsistent with this rider.

**Benefits payable under this rider may be taxable. The Owner should seek tax advice prior to requesting an accelerated death benefit payment.**

**If an accelerated death benefit payment is made under this rider, the death benefit, cash values, and loan values under this policy will be reduced.**

**An accelerated death benefit payment will not be allowed if the Owner is required to request the payment by any third party (including any creditor, governmental agency, trustee in bankruptcy, or any other person) or as the result of a court order.**

**This rider does not provide for long-term care insurance or for nursing-home care insurance.**

### Accelerated Death Benefit Payment

In this section, we discuss payment of the accelerated death benefit and the amounts used in determining the amount of the payment.

#### Eligible Amount

The Eligible Amount is the amount of death benefit under this policy that can be considered for acceleration. The Eligible Amount is determined on the Acceleration Date and is the sum of :

- The death benefit payable under the base policy; and
- The amount payable upon death of the policy Insured under any life insurance rider included with this policy, if that rider provides level or increasing coverage on the life of the policy Insured for at least 12 months after the Acceleration Date.

The Eligible Amount does not include:

- The amount payable under any life insurance rider that does not provide level or increasing coverage on the life of the policy Insured for at least 12 months after the Acceleration Date.
- The amount of any insurance provided under this policy on the life of someone other than the Insured under the policy.
- The amount of benefit under any accidental death benefit rider.

#### Amount To Be Accelerated

Subject to the terms of this rider, the Owner may accelerate any portion of the Eligible Amount up to the maximum amount. The maximum amount to be accelerated is equal to the lesser of :

- 75% of the Eligible Amount; and
- \$250,000.

We reserve the right to impose a minimum limit of not less than \$25,000 on the amount to be accelerated.

<b>Amount Of Payment</b>	<p>The amount of payment under this rider will be equal to the portion of the Eligible Amount requested for acceleration less:</p> <ul style="list-style-type: none"> <li>• A fee of not more than \$250; and</li> <li>• Twelve months interest on the amount accelerated at the annual interest rate we have declared for benefits under this rider as of the Acceleration Date. This rate will not exceed the greater of: <ul style="list-style-type: none"> <li>• The effective annual yield on 90-day U.S. Treasury Bills as of the Acceleration Date; or</li> <li>• The maximum adjustable policy loan interest rate in effect on the Acceleration Date, as allowed by law.</li> </ul> </li> </ul> <p>If required, a statement of the method we use to compute the amount of the accelerated death benefit payment has been filed with the insurance department of the state where this policy was delivered.</p> <p>Upon request for an accelerated death benefit payment, the Owner and any irrevocable beneficiary will be given a statement illustrating the effect of the accelerated benefit payment on the policy.</p>
<b>How We Pay</b>	<p>Payment of the accelerated death benefit will be made to the Owner in a lump sum. However, we will not make the payment if we first receive due proof of the Insured's death; in this case, we will pay the death benefit as if no request had been received under this rider.</p>
<b>When We Pay</b>	<p>The accelerated benefit payment will be paid immediately upon receipt of all requirements for acceleration. We will add interest from the date all requirements are met to the date of payment. The amount of interest will be computed using an effective annual rate not less than 2 ½%.</p> <p>Additional interest will be added to the date of payment at an effective annual rate of 10% beginning 31 days after we receive all requirements for acceleration.</p>
<b>Effect On Policy</b>	<p>After the accelerated benefit payment is made, this policy will remain in force. Any riders not included in determining the Eligible Amount will not be affected; they will continue in accordance with their terms. For any other riders and for the base policy, the amounts of insurance and all values will be reduced by the ratio of the amount to be accelerated to the Eligible Amount. Any outstanding policy loans and loan interest will also be reduced by this ratio.</p> <p>After acceleration, premiums for the base policy and any accelerated riders will be based on the reduced amount of insurance and will be based on the rates in effect for the Insured on the Acceleration Date.</p> <p>When the accelerated benefit payment is made, we will send the Owner revised Policy Specifications.</p> <p>Once the accelerated benefit payment has been made, our liability under the policy for the amount accelerated ends.</p>
<b>Statement Of Effect Of Payment</b>	<p>When the accelerated benefit payment is made, the Owner will be provided with a Statement Of Effect Of Payment. Included in this statement will be the amount of payment and the values in the policy both before and after the payment of the accelerated benefit.</p>

## Other Definitions And Requirements

<b>Acceleration Date</b>	The "Acceleration Date" is defined in this rider as the first date on which all the requirements for acceleration, except any confirming examination that we may require, have been met. Our right to require a confirming examination is discussed below in the <b>Proof Of Terminal Illness</b> provision.
<b>Terminal Illness</b>	"Terminal illness" is defined in this rider as a medical condition that: <ul style="list-style-type: none"><li>• Is first diagnosed by a legally qualified physician;</li><li>• With reasonable medical certainty, will result in the death of the Insured within 12 months after the date the legally qualified physician certifies the diagnosis; and</li><li>• Is not curable by any means available to the medical profession.</li></ul>
<b>Proof Of Terminal Illness</b>	"Proof of terminal illness" is defined in this rider as written certification, satisfactory to us, that a legally qualified physician has diagnosed the Insured as having a terminal illness. To establish this proof, we reserve the right to require that the diagnosis be confirmed with an examination of the Insured, at our expense, by a physician of our choice. This confirming examination may include any x-rays, blood tests, and other procedures that are reasonable and necessary to determine whether the Insured has a terminal illness. To be acceptable to us, the confirming examination must be completed within 90 days after the date we notify the Owner of this requirement. In the event of a difference of opinion between the Insured's physician and the physician of our choice, a third opinion may be obtained from a physician acceptable to us and the Insured.
<b>Legally Qualified Physician</b>	A "legally qualified physician" is defined in this rider as a person who is licensed by the state in which he or she practices to give advice or treatment for terminal illness and who is acting within the scope of that license. A legally qualified physician must be someone other than the Owner, the Insured, a spouse, mother-in-law, father-in-law, stepparent, natural or adoptive brother, sister, parent, grandparent, or child of the Owner or Insured.
<b>Requirements For Acceleration</b>	We must receive, at our Home Office, all of the following requirements for acceleration before the accelerated death benefit payment can be made to the Owner: <ul style="list-style-type: none"><li>• The Owner's written request for payment of an accelerated death benefit under this policy;</li><li>• The Insured's written authorization to release medical records to us;</li><li>• The written consent to this request of any assignee and any Irrevocable Beneficiary under this policy; and</li><li>• Proof of terminal illness.</li></ul>

If this policy is in force after lapse as extended term insurance, it must have been under that lapse option for the entire 12-month period preceding the Acceleration Date.

## General Provisions

<b>Rider Part Of This Policy</b>	This rider is made a part of this policy as of its Rider Issue Date. There are no premiums for this rider.
<b>Termination Of This Rider</b>	This rider will end automatically if and when: <ul style="list-style-type: none"><li>• An accelerated death benefit payment is made under this rider; or</li><li>• An accelerated benefit payment is made under an Accelerated Death Benefit For Long Term Care Services Rider attached to this policy; or</li></ul>

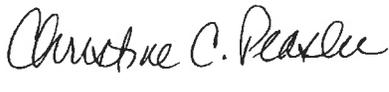
- This policy terminates for any reason; or
- This policy is changed to a different policy on which this rider is not available.

**Cancellation Of This Rider** This rider may be cancelled upon the Owner's written request.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

[  ]

PRESIDENT

[  ]

SECRETARY

SERFF Tracking Number: MASS-127896260 State: Arkansas  
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
 Company Tracking Number: WL-AR-2011  
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: WL-2011  
 Project Name/Number: WL-2011/WL-2011

## Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
	Rates		New		L00V2 Premiums incl unisex rev 10.26.11.pdf

**Massachusetts Mutual Life Insurance Company**  
**Whole Life Legacy 100 Version 2**  
**Basic Annual Premiums Per \$1,000 (Face Amounts less than \$25,000)**

Issue Age	Male					Female					Unisex				
	Ultra Pref Nontobacco	Select Pref Nontobacco	Select Pref Nontobacco	Select Pref Tobacco	Select Pref Tobacco	Ultra Pref Nontobacco	Select Pref Nontobacco	Select Pref Nontobacco	Select Pref Tobacco	Select Pref Tobacco	Ultra Pref Nontobacco	Select Pref Nontobacco	Select Pref Nontobacco	Select Pref Tobacco	Select Pref Tobacco
18	9.73	9.73	9.80	10.49	10.58	8.51	8.51	8.56	9.21	9.32	9.49	9.49	9.56	10.23	10.33
19	10.01	10.01	10.07	10.82	10.98	8.80	8.80	8.85	9.47	9.66	9.77	9.77	9.82	10.55	10.72
20	10.29	10.29	10.35	11.17	11.39	9.08	9.08	9.15	9.74	10.02	10.05	10.05	10.11	10.88	11.12
21	10.63	10.63	10.71	11.54	11.85	9.38	9.38	9.48	10.10	10.44	10.38	10.38	10.47	11.26	11.57
22	10.98	10.98	11.11	11.93	12.33	9.68	9.68	9.81	10.46	10.86	10.74	10.74	10.85	11.64	12.05
23	11.35	11.35	11.49	12.33	12.82	9.99	9.99	10.13	10.83	11.30	11.08	11.08	11.23	12.04	12.53
24	11.72	11.72	11.90	12.75	13.33	10.32	10.32	10.48	11.21	11.74	11.44	11.44	11.62	12.44	13.02
25	12.10	12.10	12.32	13.18	13.87	10.65	10.65	10.85	11.61	12.21	11.81	11.81	12.03	12.87	13.54
26	12.47	12.47	12.66	13.58	14.35	10.92	10.92	11.15	11.96	12.58	12.17	12.17	12.37	13.26	14.01
27	12.85	12.85	13.01	14.00	14.85	11.23	11.23	11.47	12.33	12.98	12.52	12.52	12.71	13.67	14.48
28	13.24	13.24	13.39	14.43	15.37	11.52	11.52	11.81	12.71	13.38	12.91	12.91	13.08	14.10	14.99
29	13.65	13.65	13.78	14.89	15.92	11.86	11.86	12.17	13.12	13.81	13.29	13.29	13.46	14.56	15.50
30	14.10	14.10	14.22	15.41	16.52	12.19	12.19	12.53	13.54	14.25	13.72	13.72	13.88	15.04	16.07
31	14.59	14.59	14.71	16.02	17.02	12.53	12.53	12.84	13.99	14.76	14.18	14.18	14.33	15.61	16.57
32	15.11	15.11	15.22	16.64	17.55	12.87	12.87	13.17	14.47	15.31	14.66	14.66	14.82	16.22	17.11
33	15.67	15.67	15.79	17.33	18.15	13.23	13.23	13.49	14.96	15.87	15.17	15.17	15.32	16.85	17.68
34	16.24	16.24	16.37	18.02	18.76	13.59	13.59	13.84	15.48	16.46	15.71	15.71	15.86	17.53	18.30
35	16.83	16.83	16.96	18.77	19.41	13.98	13.98	14.20	16.03	17.08	16.26	16.26	16.41	18.22	18.94
36	17.58	17.58	17.76	19.52	20.22	14.59	14.59	14.77	16.66	17.77	16.97	16.97	17.15	18.94	19.72
37	18.36	18.36	18.57	20.31	21.06	15.22	15.22	15.39	17.32	18.50	17.72	17.72	17.93	19.71	20.54
38	19.17	19.17	19.45	21.13	21.93	15.87	15.87	16.01	18.01	19.27	18.51	18.51	18.75	20.50	21.40
39	20.01	20.01	20.32	21.98	22.83	16.53	16.53	16.68	18.73	20.06	19.33	19.33	19.60	21.34	22.30
40	20.90	20.90	21.25	22.87	23.79	17.22	17.22	17.36	19.49	20.90	20.16	20.16	20.47	22.20	23.21
41	21.46	21.46	21.90	23.67	24.69	17.81	17.81	18.03	20.18	21.55	20.74	20.74	21.13	22.98	24.06
42	22.08	22.08	22.60	24.55	25.67	18.45	18.45	18.74	20.91	22.25	21.35	21.35	21.84	23.83	24.98
43	22.74	22.74	23.36	25.48	26.71	19.09	19.09	19.48	21.68	22.98	22.01	22.01	22.57	24.72	25.98
44	23.43	23.43	24.16	26.49	27.83	19.79	19.79	20.26	22.49	23.76	22.69	22.69	23.36	25.68	27.01
45	24.17	24.17	25.01	27.55	29.01	20.50	20.50	21.08	23.33	24.57	23.44	23.44	24.22	26.72	28.12
46	25.01	25.01	26.01	28.81	30.32	21.39	21.39	22.05	24.36	25.58	24.28	24.28	25.20	27.93	29.35
47	25.91	25.91	27.07	30.11	31.66	22.30	22.30	23.08	25.43	26.63	25.18	25.18	26.25	29.18	30.64
48	26.84	26.84	28.16	31.48	33.07	23.26	23.26	24.16	26.57	27.76	26.12	26.12	27.38	30.50	32.00
49	27.87	27.87	29.36	32.91	34.55	24.25	24.25	25.30	27.75	28.94	27.13	27.13	28.55	31.87	33.42
50	28.96	28.96	30.63	34.42	36.13	25.32	25.32	26.52	28.98	30.19	28.22	28.22	29.81	33.33	34.94
51	30.13	30.13	31.94	36.01	37.84	25.93	25.93	27.23	30.07	31.21	29.28	29.28	30.98	34.82	36.50
52	31.36	31.36	33.32	37.71	39.66	26.60	26.60	27.97	31.21	32.30	30.40	30.40	32.24	36.41	38.19
53	32.69	32.69	34.76	39.55	41.61	27.32	27.32	28.75	32.43	33.44	31.62	31.62	33.58	38.13	39.98
54	34.08	34.08	36.33	41.54	43.72	28.11	28.11	29.61	33.72	34.67	32.88	32.88	35.01	39.97	41.92
55	35.55	35.55	37.98	43.69	45.99	28.97	28.97	30.51	35.10	35.94	34.23	34.23	36.50	41.96	43.99
56	37.11	37.11	39.65	45.62	48.04	30.45	30.45	31.95	36.79	37.64	35.76	35.76	38.13	43.86	45.98
57	38.74	38.74	41.40	47.69	50.19	31.99	31.99	33.44	38.54	39.44	37.41	37.41	39.84	45.87	48.08
58	40.50	40.50	43.30	49.88	52.53	33.63	33.63	35.05	40.42	41.36	39.12	39.12	41.64	47.98	50.29

**Massachusetts Mutual Life Insurance Company**  
**Whole Life Legacy 100 Version 2**  
**Basic Annual Premiums Per \$1,000 (Face Amounts less than \$25,000)**

Issue Age	Male					Female					Unisex				
	Ultra Pref Nontobacco	Select Pref Nontobacco	Select Pref Nontobacco	Select Pref Tobacco	Select Pref Tobacco	Ultra Pref Nontobacco	Select Pref Nontobacco	Select Pref Nontobacco	Select Pref Tobacco	Select Pref Tobacco	Ultra Pref Nontobacco	Select Pref Nontobacco	Select Pref Nontobacco	Select Pref Tobacco	Select Pref Tobacco
59	42.36	42.36	45.30	52.25	55.00	35.33	35.33	36.72	42.37	43.36	40.99	40.99	43.60	50.27	52.70
60	44.37	44.37	47.47	54.77	57.66	37.16	37.16	38.53	44.46	45.50	42.93	42.93	45.69	52.69	55.24
61	46.53	46.53	50.01	57.39	60.43	38.80	38.80	40.53	46.55	47.73	44.98	44.98	48.14	55.22	57.92
62	48.77	48.77	52.69	60.18	63.37	40.56	40.56	42.66	48.78	50.12	47.13	47.13	50.67	57.91	60.71
63	51.19	51.19	55.51	63.14	66.44	42.50	42.50	44.91	51.12	52.72	49.47	49.47	53.40	60.72	63.74
64	53.71	53.71	58.49	66.29	69.76	44.55	44.55	47.36	53.69	55.47	51.91	51.91	56.24	63.76	66.91
65	56.43	56.43	61.63	69.64	73.30	46.77	46.77	49.96	56.45	58.42	54.51	54.51	59.30	67.01	70.34
66	59.69	59.69	65.25	73.27	77.09	49.57	49.57	52.94	59.45	61.77	57.68	57.68	62.78	70.47	74.04
67	63.22	63.22	69.09	77.11	81.15	52.57	52.57	56.16	62.65	65.33	61.08	61.08	66.54	74.24	78.01
68	67.06	67.06	73.30	81.31	85.58	55.81	55.81	59.60	66.06	69.13	64.81	64.81	70.53	78.23	82.32
69	71.18	71.18	77.79	85.78	90.31	59.28	59.28	63.33	69.77	73.22	68.78	68.78	74.90	82.60	86.92
70	75.64	75.64	82.73	90.68	95.43	63.04	63.04	67.31	73.78	77.64	73.09	73.09	79.65	87.27	91.90
71	80.35	80.35	87.82	95.53	100.57	67.27	67.27	71.80	78.09	82.21	77.70	77.70	84.61	92.01	96.91
72	85.33	85.33	93.21	100.70	105.98	71.90	71.90	76.70	82.76	87.10	82.65	82.65	89.93	97.14	102.28
73	90.77	90.77	99.10	106.35	111.89	76.83	76.83	81.94	87.89	92.46	87.93	87.93	95.68	102.61	107.99
74	96.59	96.59	105.39	112.39	118.20	82.27	82.27	87.69	93.40	98.23	93.73	93.73	101.91	108.63	114.27
75	103.02	103.02	112.33	118.95	125.15	88.11	88.11	93.88	99.41	104.59	100.03	100.03	108.67	115.06	121.07
76	109.37	109.37	119.21	126.44	132.98	94.34	94.34	100.48	106.50	112.10	106.38	106.38	115.51	122.48	128.81
77	116.27	116.27	126.70	134.44	141.45	101.08	101.08	107.61	114.28	120.25	113.29	113.29	122.86	130.41	137.29
78	123.77	123.77	134.73	143.18	150.70	108.56	108.56	115.53	122.72	129.16	120.69	120.69	130.95	139.07	146.35
79	131.83	131.83	143.46	152.42	160.49	116.71	116.71	124.15	132.02	138.91	128.82	128.82	139.57	148.30	156.21
80	140.54	140.54	152.88	162.47	171.01	125.79	125.79	133.75	142.14	149.61	137.63	137.63	149.03	158.35	166.72
81	149.99	149.99	162.81	173.38	182.56	135.23	135.23	143.84	151.98	160.04	147.10	147.10	158.93	169.06	178.06
82	160.07	160.07	173.53	185.08	194.82	145.42	145.42	154.85	162.57	171.14	157.21	157.21	169.76	180.56	190.10
83	171.16	171.16	184.99	197.88	208.20	156.55	156.55	166.77	173.99	183.34	168.32	168.32	181.33	193.11	203.23
84	183.02	183.02	197.54	211.48	222.43	168.69	168.69	179.90	186.53	196.47	180.23	180.23	194.06	206.51	217.25

**Massachusetts Mutual Life Insurance Company**  
**Whole Life Legacy 100 Version 2**  
**Basic Annual Premiums Per \$1,000 (Face Amounts Of \$25,000-\$99,999)**

Issue Age	Male					Female					Unisex				
	Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref		
	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco
18	7.14	7.14	7.36	7.94	8.14	6.05	6.05	6.32	6.40	6.51	6.90	6.90	7.15	7.63	7.81
19	7.28	7.28	7.65	8.09	8.41	6.11	6.11	6.58	6.66	6.86	7.04	7.04	7.44	7.81	8.10
20	7.43	7.43	7.96	8.27	8.70	6.18	6.18	6.86	6.93	7.22	7.18	7.18	7.74	8.00	8.40
21	7.60	7.60	8.18	8.46	8.97	6.38	6.38	7.09	7.20	7.53	7.36	7.36	7.97	8.21	8.68
22	7.78	7.78	8.43	8.66	9.26	6.57	6.57	7.31	7.48	7.85	7.56	7.56	8.22	8.43	8.99
23	7.98	7.98	8.68	8.87	9.57	6.78	6.78	7.54	7.76	8.19	7.74	7.74	8.45	8.65	9.30
24	8.18	8.18	8.94	9.10	9.89	7.00	7.00	7.78	8.06	8.53	7.94	7.94	8.71	8.89	9.62
25	8.39	8.39	9.22	9.35	10.24	7.23	7.23	8.05	8.37	8.89	8.16	8.16	8.99	9.15	9.97
26	8.68	8.68	9.51	9.74	10.62	7.47	7.47	8.33	8.60	9.23	8.44	8.44	9.28	9.52	10.36
27	8.98	8.98	9.82	10.16	11.03	7.74	7.74	8.63	8.86	9.60	8.72	8.72	9.59	9.89	10.74
28	9.28	9.28	10.14	10.57	11.44	8.00	8.00	8.95	9.12	9.97	9.04	9.04	9.91	10.30	11.17
29	9.61	9.61	10.49	11.03	11.90	8.30	8.30	9.29	9.42	10.37	9.35	9.35	10.26	10.72	11.59
30	9.98	9.98	10.88	11.54	12.40	8.60	8.60	9.63	9.72	10.78	9.70	9.70	10.63	11.18	12.08
31	10.32	10.32	11.26	12.08	12.91	8.96	8.96	9.95	10.06	11.14	10.05	10.05	10.99	11.68	12.56
32	10.69	10.69	11.65	12.64	13.45	9.33	9.33	10.28	10.43	11.53	10.41	10.41	11.38	12.21	13.07
33	11.11	11.11	12.10	13.27	14.05	9.71	9.71	10.62	10.82	11.93	10.82	10.82	11.80	12.78	13.62
34	11.53	11.53	12.56	13.90	14.67	10.10	10.10	10.97	11.23	12.36	11.24	11.24	12.24	13.38	14.21
35	11.97	11.97	13.04	14.58	15.33	10.51	10.51	11.34	11.67	12.83	11.68	11.68	12.70	14.00	14.83
36	12.49	12.49	13.58	15.21	16.05	10.90	10.90	11.76	12.29	13.36	12.16	12.16	13.20	14.63	15.51
37	13.03	13.03	14.13	15.90	16.80	11.30	11.30	12.22	12.94	13.93	12.68	12.68	13.74	15.30	16.23
38	13.62	13.62	14.74	16.60	17.58	11.74	11.74	12.69	13.62	14.55	13.24	13.24	14.32	16.01	16.97
39	14.22	14.22	15.35	17.35	18.39	12.17	12.17	13.20	14.33	15.18	13.83	13.83	14.93	16.75	17.77
40	14.88	14.88	16.02	18.12	19.26	12.64	12.64	13.73	15.08	15.86	14.43	14.43	15.56	17.52	18.58
41	15.59	15.59	16.81	19.10	20.25	13.05	13.05	14.19	15.68	16.49	15.09	15.09	16.29	18.42	19.50
42	16.36	16.36	17.66	20.15	21.31	13.50	13.50	14.69	16.32	17.16	15.79	15.79	17.07	19.39	20.48
43	17.18	17.18	18.56	21.26	22.44	13.97	13.97	15.21	16.98	17.87	16.53	16.53	17.89	20.40	21.54
44	18.02	18.02	19.51	22.44	23.64	14.48	14.48	15.78	17.70	18.62	17.30	17.30	18.75	21.48	22.63
45	18.91	18.91	20.50	23.68	24.91	15.01	15.01	16.39	18.45	19.41	18.13	18.13	19.68	22.64	23.81
46	19.89	19.89	21.58	24.82	26.21	15.76	15.76	17.19	19.32	20.32	19.05	19.05	20.69	23.72	25.00
47	20.92	20.92	22.73	25.99	27.52	16.53	16.53	18.05	20.22	21.27	20.03	20.03	21.78	24.84	26.26
48	21.99	21.99	23.91	27.24	28.92	17.35	17.35	18.98	21.21	22.31	21.06	21.06	22.94	26.03	27.59
49	23.15	23.15	25.20	28.54	30.37	18.20	18.20	19.95	22.22	23.39	22.15	22.15	24.15	27.27	28.98
50	24.38	24.38	26.55	29.93	31.94	19.13	19.13	21.00	23.29	24.54	23.32	23.32	25.44	28.60	30.46
51	25.50	25.50	27.80	31.64	33.66	20.11	20.11	22.01	24.49	25.82	24.42	24.42	26.62	30.20	32.07
52	26.68	26.68	29.12	33.46	35.49	21.15	21.15	23.06	25.76	27.16	25.57	25.57	27.90	31.91	33.82
53	27.98	27.98	30.50	35.40	37.44	22.23	22.23	24.15	27.09	28.55	26.84	26.84	29.24	33.75	35.67
54	29.32	29.32	32.01	37.51	39.56	23.39	23.39	25.32	28.51	30.03	28.13	28.13	30.69	35.71	37.67
55	30.74	30.74	33.60	39.78	41.84	24.62	24.62	26.52	30.00	31.56	29.52	29.52	32.19	37.81	39.79
56	32.28	32.28	35.32	41.76	43.94	25.94	25.94	27.94	31.56	33.19	31.00	31.00	33.85	39.73	41.81
57	33.89	33.89	37.10	43.89	46.16	27.31	27.31	29.40	33.19	34.91	32.59	32.59	35.59	41.76	43.94
58	35.63	35.63	39.05	46.14	48.55	28.78	28.78	30.99	34.94	36.77	34.26	34.26	37.42	43.89	46.19

**Massachusetts Mutual Life Insurance Company**  
**Whole Life Legacy 100 Version 2**  
**Basic Annual Premiums Per \$1,000 (Face Amounts Of \$25,000-\$99,999)**

Issue Age	Male					Female					Unisex				
	Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref		
	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco
59	37.47	37.47	41.08	48.57	51.09	30.31	30.31	32.63	36.77	38.69	36.07	36.07	39.41	46.20	48.63
60	39.46	39.46	43.30	51.14	53.80	31.98	31.98	34.42	38.73	40.76	37.96	37.96	41.53	48.64	51.20
61	41.59	41.59	45.61	53.86	56.67	33.82	33.82	36.38	40.93	43.05	40.02	40.02	43.78	51.27	53.98
62	43.81	43.81	48.05	56.74	59.71	35.78	35.78	38.47	43.28	45.50	42.20	42.20	46.12	54.06	56.87
63	46.19	46.19	50.65	59.81	62.90	37.91	37.91	40.67	45.74	48.16	44.55	44.55	48.66	56.98	59.98
64	48.69	48.69	53.39	63.05	66.32	40.16	40.16	43.08	48.43	50.97	47.02	47.02	51.31	60.12	63.25
65	51.38	51.38	56.30	66.50	69.96	42.58	42.58	45.64	51.30	53.98	49.63	49.63	54.17	63.47	66.78
66	54.50	54.50	59.78	70.14	73.75	45.26	45.26	48.50	54.30	57.13	52.67	52.67	57.51	66.94	70.44
67	57.89	57.89	63.47	73.98	77.81	48.14	48.14	51.60	57.51	60.50	55.93	55.93	61.13	70.72	74.37
68	61.59	61.59	67.54	78.19	82.25	51.26	51.26	54.92	60.93	64.09	59.52	59.52	64.98	74.70	78.65
69	65.57	65.57	71.88	82.66	86.98	54.61	54.61	58.53	64.65	67.99	63.35	63.35	69.21	79.08	83.21
70	69.89	69.89	76.68	87.57	92.10	58.25	58.25	62.39	68.66	72.21	67.53	67.53	73.82	83.76	88.15
71	74.41	74.41	81.61	92.57	97.39	62.33	62.33	66.72	73.16	76.97	71.96	71.96	78.62	88.66	93.32
72	79.20	79.20	86.85	97.88	102.96	66.81	66.81	71.46	78.01	82.06	76.73	76.73	83.79	93.94	98.85
73	84.45	84.45	92.57	103.68	109.01	71.59	71.59	76.54	83.32	87.60	81.82	81.82	89.37	99.56	104.72
74	90.08	90.08	98.71	109.86	115.48	76.88	76.88	82.13	89.01	93.57	87.44	87.44	95.45	105.73	111.16
75	96.32	96.32	105.49	116.57	122.58	82.57	82.57	88.16	95.21	100.12	93.56	93.56	102.05	112.32	118.12
76	102.65	102.65	112.44	123.85	130.26	88.81	88.81	94.77	102.01	107.32	99.90	99.90	108.95	119.51	125.68
77	109.53	109.53	120.00	131.64	138.58	95.56	95.56	101.91	109.50	115.16	106.79	106.79	116.36	127.21	133.98
78	117.02	117.02	128.10	140.17	147.70	103.04	103.04	109.83	117.64	123.76	114.19	114.19	124.51	135.66	142.87
79	125.06	125.06	136.90	149.20	157.34	111.20	111.20	118.46	126.65	133.20	122.30	122.30	133.19	144.66	152.55
80	133.75	133.75	146.39	159.04	167.71	120.29	120.29	128.07	136.48	143.59	131.10	131.10	142.71	154.48	162.88
81	143.17	143.17	156.21	169.48	178.82	129.60	129.60	138.16	146.12	153.74	140.53	140.53	152.52	164.78	173.81
82	153.23	153.23	166.82	180.72	190.64	139.66	139.66	149.16	156.51	164.58	150.58	150.58	163.25	175.86	185.45
83	164.29	164.29	178.15	193.06	203.58	150.66	150.66	161.07	167.71	176.50	161.65	161.65	174.73	188.01	198.17
84	176.13	176.13	190.59	206.20	217.37	162.67	162.67	174.19	180.05	189.37	173.50	173.50	187.36	200.99	211.79

**Massachusetts Mutual Life Insurance Company**  
**Whole Life Legacy 100 Version 2**  
**Basic Annual Premiums Per \$1,000 (Face Amounts Of \$100,000-\$249,999)**

Issue Age	Male					Female					Unisex				
	Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref		
	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco
18	6.22	6.22	6.29	6.89	7.03	4.95	4.95	5.12	5.29	5.35	5.97	5.97	6.05	6.57	6.69
19	6.35	6.35	6.41	7.10	7.32	5.18	5.18	5.31	5.51	5.61	6.11	6.11	6.19	6.78	6.98
20	6.48	6.48	6.55	7.32	7.62	5.40	5.40	5.52	5.74	5.88	6.26	6.26	6.34	7.00	7.27
21	6.66	6.66	6.76	7.57	7.89	5.61	5.61	5.76	6.00	6.15	6.45	6.45	6.56	7.26	7.54
22	6.86	6.86	7.00	7.83	8.18	5.81	5.81	5.99	6.26	6.43	6.66	6.66	6.80	7.52	7.84
23	7.06	7.06	7.23	8.11	8.49	6.02	6.02	6.23	6.53	6.71	6.86	6.86	7.03	7.80	8.14
24	7.28	7.28	7.48	8.40	8.81	6.25	6.25	6.48	6.81	7.01	7.07	7.07	7.28	8.08	8.45
25	7.50	7.50	7.75	8.71	9.16	6.49	6.49	6.76	7.11	7.33	7.30	7.30	7.55	8.39	8.79
26	7.80	7.80	8.09	9.10	9.55	6.76	6.76	7.05	7.43	7.65	7.60	7.60	7.88	8.77	9.18
27	8.11	8.11	8.44	9.52	9.97	7.06	7.06	7.35	7.78	8.01	7.89	7.89	8.22	9.17	9.57
28	8.42	8.42	8.81	9.94	10.40	7.35	7.35	7.67	8.12	8.35	8.22	8.22	8.59	9.59	10.01
29	8.76	8.76	9.20	10.40	10.87	7.68	7.68	8.01	8.51	8.74	8.54	8.54	8.97	10.04	10.44
30	9.14	9.14	9.64	10.91	11.38	8.01	8.01	8.36	8.90	9.13	8.91	8.91	9.38	10.51	10.93
31	9.50	9.50	10.06	11.43	11.94	8.30	8.30	8.63	9.27	9.56	9.26	9.26	9.77	11.00	11.47
32	9.89	9.89	10.50	11.97	12.53	8.59	8.59	8.92	9.66	10.02	9.62	9.62	10.19	11.52	12.03
33	10.31	10.31	10.99	12.57	13.18	8.90	8.90	9.21	10.07	10.50	10.02	10.02	10.62	12.07	12.64
34	10.75	10.75	11.50	13.18	13.85	9.21	9.21	9.52	10.50	11.00	10.44	10.44	11.09	12.66	13.28
35	11.21	11.21	12.02	13.84	14.56	9.55	9.55	9.84	10.97	11.54	10.88	10.88	11.58	13.27	13.96
36	11.75	11.75	12.59	14.52	15.26	9.94	9.94	10.28	11.52	12.12	11.38	11.38	12.11	13.92	14.63
37	12.32	12.32	13.17	15.25	16.00	10.35	10.35	10.76	12.10	12.74	11.92	11.92	12.68	14.62	15.35
38	12.93	12.93	13.81	16.00	16.76	10.78	10.78	11.25	12.71	13.40	12.50	12.50	13.29	15.34	16.09
39	13.56	13.56	14.45	16.79	17.56	11.22	11.22	11.78	13.35	14.08	13.11	13.11	13.93	16.11	16.89
40	14.24	14.24	15.15	17.61	18.41	11.69	11.69	12.33	14.03	14.81	13.73	13.73	14.59	16.90	17.69
41	14.94	14.94	15.97	18.52	19.39	12.17	12.17	12.90	14.68	15.48	14.40	14.40	15.37	17.76	18.61
42	15.70	15.70	16.85	19.50	20.44	12.69	12.69	13.51	15.37	16.20	15.10	15.10	16.19	18.68	19.59
43	16.51	16.51	17.78	20.54	21.56	13.23	13.23	14.15	16.09	16.95	15.85	15.85	17.05	19.65	20.65
44	17.34	17.34	18.76	21.65	22.75	13.81	13.81	14.83	16.86	17.75	16.62	16.62	17.95	20.68	21.74
45	18.22	18.22	19.78	22.82	24.01	14.41	14.41	15.55	17.66	18.58	17.46	17.46	18.93	21.80	22.92
46	19.11	19.11	20.75	23.79	25.08	15.18	15.18	16.43	18.51	19.57	18.32	18.32	19.87	22.74	23.95
47	20.06	20.06	21.78	24.80	26.17	15.97	15.97	17.37	19.40	20.60	19.24	19.24	20.88	23.73	25.04
48	21.04	21.04	22.85	25.88	27.34	16.82	16.82	18.37	20.37	21.72	20.19	20.19	21.97	24.78	26.21
49	22.12	22.12	24.02	27.02	28.57	17.69	17.69	19.42	21.37	22.88	21.22	21.22	23.10	25.89	27.43
50	23.26	23.26	25.26	28.24	29.91	18.64	18.64	20.55	22.42	24.11	22.33	22.33	24.32	27.08	28.75
51	24.42	24.42	26.57	30.05	31.79	19.56	19.56	21.49	23.60	25.27	23.44	23.44	25.54	28.76	30.47
52	25.64	25.64	27.95	31.97	33.78	20.54	20.54	22.46	24.84	26.49	24.61	24.61	26.85	30.54	32.32
53	26.97	26.97	29.40	34.02	35.90	21.56	21.56	23.48	26.15	27.77	25.90	25.90	28.23	32.46	34.28
54	28.35	28.35	30.97	36.23	38.18	22.66	22.66	24.57	27.54	29.13	27.21	27.21	29.71	34.49	36.38
55	29.81	29.81	32.62	38.60	40.62	23.83	23.83	25.70	29.01	30.54	28.61	28.61	31.25	36.67	38.61
56	31.32	31.32	34.31	40.55	42.69	25.13	25.13	27.10	30.55	32.15	30.07	30.07	32.88	38.56	40.60
57	32.91	32.91	36.07	42.64	44.87	26.48	26.48	28.54	32.16	33.85	31.64	31.64	34.60	40.56	42.70
58	34.62	34.62	37.99	44.86	47.23	27.94	27.94	30.11	33.89	35.68	33.28	33.28	36.40	42.65	44.91

**Massachusetts Mutual Life Insurance Company**  
**Whole Life Legacy 100 Version 2**  
**Basic Annual Premiums Per \$1,000 (Face Amounts Of \$100,000-\$249,999)**

Issue Age	Male					Female					Unisex				
	Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref		
	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco
59	36.44	36.44	40.00	47.25	49.73	29.45	29.45	31.73	35.70	37.58	35.07	35.07	38.37	44.93	47.32
60	38.40	38.40	42.19	49.79	52.41	31.10	31.10	33.50	37.64	39.63	36.94	36.94	40.46	47.34	49.86
61	40.51	40.51	44.48	52.51	55.28	32.92	32.92	35.44	39.80	41.88	38.98	38.98	42.69	49.96	52.63
62	42.70	42.70	46.90	55.39	58.32	34.86	34.86	37.51	42.10	44.29	41.13	41.13	45.01	52.74	55.51
63	45.06	45.06	49.47	58.45	61.50	36.97	36.97	39.69	44.52	46.90	43.46	43.46	47.52	55.65	58.62
64	47.53	47.53	52.19	61.69	64.92	39.20	39.20	42.08	47.16	49.67	45.90	45.90	50.15	58.78	61.88
65	50.20	50.20	55.08	65.14	68.56	41.60	41.60	44.62	49.99	52.64	48.49	48.49	52.99	62.12	65.40
66	53.26	53.26	58.49	68.68	72.25	44.26	44.26	47.46	52.96	55.75	51.47	51.47	56.27	65.50	68.97
67	56.58	56.58	62.11	72.42	76.21	47.12	47.12	50.54	56.13	59.08	54.68	54.68	59.83	69.19	72.81
68	60.22	60.22	66.11	76.53	80.54	50.21	50.21	53.83	59.52	62.64	58.21	58.21	63.62	73.09	77.00
69	64.13	64.13	70.38	80.90	85.17	53.54	53.54	57.42	63.20	66.50	61.99	61.99	67.79	77.38	81.47
70	68.39	68.39	75.11	85.71	90.19	57.16	57.16	61.26	67.18	70.68	66.11	66.11	72.34	81.97	86.32
71	72.89	72.89	79.98	90.66	95.43	61.22	61.22	65.57	71.63	75.39	70.52	70.52	77.09	86.82	91.44
72	77.66	77.66	85.15	95.93	100.95	65.68	65.68	70.29	76.44	80.43	75.27	75.27	82.20	92.06	96.92
73	82.89	82.89	90.81	101.68	106.96	70.45	70.45	75.35	81.70	85.93	80.34	80.34	87.73	97.63	102.74
74	88.50	88.50	96.88	107.82	113.38	75.72	75.72	80.92	87.35	91.85	85.94	85.94	93.75	103.76	109.13
75	94.72	94.72	103.60	114.48	120.43	81.39	81.39	86.93	93.50	98.35	92.04	92.04	100.30	110.30	116.04
76	101.03	101.03	110.44	121.72	128.00	87.58	87.58	93.49	100.19	105.44	98.35	98.35	107.10	117.44	123.49
77	107.89	107.89	117.89	129.47	136.21	94.28	94.28	100.58	107.57	113.17	105.22	105.22	114.41	125.09	131.68
78	115.35	115.35	125.87	137.97	145.21	101.72	101.72	108.45	115.60	121.66	112.59	112.59	122.45	133.48	140.45
79	123.37	123.37	134.56	146.96	154.74	109.83	109.83	117.03	124.50	130.99	120.68	120.68	131.03	142.43	150.02
80	132.04	132.04	143.94	156.76	165.00	118.87	118.87	126.59	134.22	141.27	129.45	129.45	140.45	152.20	160.24
81	141.44	141.44	153.82	167.19	176.05	128.14	128.14	136.52	143.98	151.54	138.85	138.85	150.28	162.51	171.15
82	151.47	151.47	164.49	178.42	187.81	138.16	138.16	147.37	154.49	162.49	148.88	148.88	161.03	173.61	182.76
83	162.51	162.51	175.89	190.74	200.69	149.12	149.12	159.12	165.82	174.53	159.92	159.92	172.53	185.77	195.46
84	174.32	174.32	188.39	203.87	214.42	161.09	161.09	172.09	178.28	187.51	171.75	171.75	185.18	198.77	209.05

**Massachusetts Mutual Life Insurance Company**  
**Whole Life Legacy 100 Version 2**  
**Basic Annual Premiums Per \$1,000 (Face Amounts Of \$250,000-\$999,999)**

Issue Age	Male					Female					Unisex				
	Ultra Pref		Select Pref		Select Pref Tobacco	Ultra Pref		Select Pref		Select Pref Tobacco	Ultra Pref		Select Pref		Select Pref Tobacco
	Nontobacco	Nontobacco	Nontobacco	Tobacco		Nontobacco	Nontobacco	Nontobacco	Tobacco		Nontobacco	Nontobacco	Nontobacco	Tobacco	
18	5.99	5.99	6.09	6.59	6.73	4.75	4.75	4.81	5.04	5.13	5.74	5.74	5.84	6.28	6.41
19	6.08	6.08	6.21	6.82	7.02	4.91	4.91	4.99	5.26	5.39	5.85	5.85	5.97	6.51	6.70
20	6.18	6.18	6.35	7.07	7.33	5.07	5.07	5.18	5.49	5.66	5.96	5.96	6.12	6.75	7.00
21	6.36	6.36	6.56	7.33	7.62	5.30	5.30	5.42	5.73	5.92	6.15	6.15	6.34	7.01	7.28
22	6.55	6.55	6.80	7.60	7.93	5.52	5.52	5.66	5.98	6.19	6.36	6.36	6.58	7.28	7.59
23	6.75	6.75	7.03	7.89	8.25	5.76	5.76	5.90	6.23	6.47	6.56	6.56	6.81	7.56	7.91
24	6.96	6.96	7.28	8.19	8.59	6.01	6.01	6.16	6.50	6.76	6.77	6.77	7.06	7.85	8.23
25	7.18	7.18	7.55	8.51	8.96	6.27	6.27	6.44	6.78	7.07	7.00	7.00	7.33	8.16	8.58
26	7.47	7.47	7.89	8.90	9.35	6.54	6.54	6.72	7.08	7.38	7.29	7.29	7.66	8.54	8.97
27	7.77	7.77	8.24	9.32	9.77	6.84	6.84	7.02	7.41	7.73	7.58	7.58	8.00	8.93	9.36
28	8.08	8.08	8.61	9.74	10.20	7.13	7.13	7.33	7.74	8.07	7.90	7.90	8.36	9.35	9.79
29	8.41	8.41	9.00	10.20	10.67	7.46	7.46	7.67	8.11	8.45	8.22	8.22	8.74	9.79	10.22
30	8.78	8.78	9.44	10.71	11.18	7.79	7.79	8.01	8.48	8.83	8.58	8.58	9.15	10.26	10.71
31	9.17	9.17	9.86	11.23	11.74	8.05	8.05	8.29	8.89	9.28	8.95	8.95	9.54	10.76	11.25
32	9.59	9.59	10.30	11.77	12.33	8.32	8.32	8.59	9.33	9.76	9.33	9.33	9.96	11.29	11.82
33	10.05	10.05	10.79	12.37	12.98	8.60	8.60	8.89	9.78	10.26	9.75	9.75	10.40	11.85	12.43
34	10.52	10.52	11.30	12.98	13.65	8.89	8.89	9.21	10.26	10.78	10.19	10.19	10.87	12.45	13.08
35	11.01	11.01	11.82	13.64	14.36	9.20	9.20	9.54	10.77	11.34	10.65	10.65	11.36	13.07	13.76
36	11.55	11.55	12.39	14.24	14.98	9.57	9.57	9.98	11.32	11.92	11.15	11.15	11.89	13.66	14.37
37	12.12	12.12	12.97	14.89	15.64	9.96	9.96	10.46	11.90	12.54	11.68	11.68	12.46	14.29	15.02
38	12.73	12.73	13.61	15.56	16.32	10.38	10.38	10.95	12.51	13.20	12.26	12.26	13.07	14.95	15.70
39	13.36	13.36	14.25	16.27	17.04	10.80	10.80	11.48	13.15	13.88	12.86	12.86	13.71	15.65	16.43
40	14.04	14.04	14.95	17.01	17.81	11.25	11.25	12.03	13.83	14.61	13.48	13.48	14.37	16.38	17.17
41	14.74	14.74	15.77	18.00	18.87	11.78	11.78	12.62	14.48	15.28	14.16	14.16	15.15	17.30	18.15
42	15.50	15.50	16.65	19.06	20.00	12.35	12.35	13.25	15.17	16.00	14.87	14.87	15.98	18.29	19.20
43	16.31	16.31	17.58	20.18	21.20	12.93	12.93	13.91	15.89	16.75	15.63	15.63	16.84	19.32	20.32
44	17.14	17.14	18.56	21.37	22.47	13.56	13.56	14.61	16.66	17.55	16.41	16.41	17.75	20.42	21.48
45	18.02	18.02	19.58	22.62	23.81	14.21	14.21	15.35	17.46	18.38	17.26	17.26	18.73	21.60	22.72
46	18.91	18.91	20.55	23.59	24.88	14.94	14.94	16.23	18.31	19.37	18.11	18.11	19.67	22.54	23.75
47	19.86	19.86	21.58	24.60	25.97	15.69	15.69	17.17	19.20	20.40	19.02	19.02	20.68	23.53	24.84
48	20.84	20.84	22.65	25.68	27.14	16.50	16.50	18.17	20.17	21.52	19.97	19.97	21.77	24.58	26.01
49	21.92	21.92	23.82	26.82	28.37	17.33	17.33	19.22	21.17	22.68	20.99	20.99	22.90	25.69	27.23
50	23.06	23.06	25.06	28.04	29.71	18.24	18.24	20.35	22.22	23.91	22.09	22.09	24.12	26.88	28.55
51	24.22	24.22	26.37	29.85	31.59	19.20	19.20	21.29	23.40	25.07	23.21	23.21	25.34	28.56	30.27
52	25.44	25.44	27.75	31.77	33.58	20.22	20.22	22.26	24.64	26.29	24.39	24.39	26.65	30.34	32.12
53	26.77	26.77	29.20	33.82	35.70	21.28	21.28	23.28	25.95	27.57	25.68	25.68	28.03	32.26	34.08
54	28.15	28.15	30.77	36.03	37.98	22.42	22.42	24.37	27.34	28.93	27.00	27.00	29.51	34.29	36.18
55	29.61	29.61	32.42	38.40	40.42	23.63	23.63	25.50	28.81	30.34	28.41	28.41	31.05	36.47	38.41
56	31.12	31.12	34.11	40.35	42.49	24.93	24.93	26.90	30.35	31.95	29.87	29.87	32.68	38.36	40.40
57	32.71	32.71	35.87	42.44	44.67	26.28	26.28	28.34	31.96	33.65	31.44	31.44	34.40	40.36	42.50
58	34.42	34.42	37.79	44.66	47.03	27.74	27.74	29.91	33.69	35.48	33.08	33.08	36.20	42.45	44.71

**Massachusetts Mutual Life Insurance Company**  
**Whole Life Legacy 100 Version 2**  
**Basic Annual Premiums Per \$1,000 (Face Amounts Of \$250,000-\$999,999)**

Issue Age	Male					Female					Unisex				
	Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref		
	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco
59	36.24	36.24	39.80	47.05	49.53	29.25	29.25	31.53	35.50	37.38	34.87	34.87	38.17	44.73	47.12
60	38.20	38.20	41.99	49.59	52.21	30.90	30.90	33.30	37.44	39.43	36.74	36.74	40.26	47.14	49.66
61	40.31	40.31	44.28	52.31	55.08	32.72	32.72	35.24	39.60	41.68	38.78	38.78	42.49	49.76	52.43
62	42.50	42.50	46.70	55.19	58.12	34.66	34.66	37.31	41.90	44.09	40.93	40.93	44.81	52.54	55.31
63	44.86	44.86	49.27	58.25	61.30	36.77	36.77	39.49	44.32	46.70	43.26	43.26	47.32	55.45	58.42
64	47.33	47.33	51.99	61.49	64.72	39.00	39.00	41.88	46.96	49.47	45.70	45.70	49.95	58.58	61.68
65	50.00	50.00	54.88	64.94	68.36	41.40	41.40	44.42	49.79	52.44	48.29	48.29	52.79	61.92	65.20
66	53.06	53.06	58.29	68.48	72.05	44.06	44.06	47.26	52.76	55.55	51.27	51.27	56.07	65.30	68.77
67	56.38	56.38	61.91	72.22	76.01	46.92	46.92	50.34	55.93	58.88	54.48	54.48	59.63	68.99	72.61
68	60.02	60.02	65.91	76.33	80.34	50.01	50.01	53.63	59.32	62.44	58.01	58.01	63.42	72.89	76.80
69	63.93	63.93	70.18	80.70	84.97	53.34	53.34	57.22	63.00	66.30	61.79	61.79	67.59	77.18	81.27
70	68.19	68.19	74.91	85.51	89.99	56.96	56.96	61.06	66.98	70.48	65.91	65.91	72.14	81.77	86.12
71	72.69	72.69	79.78	90.46	95.23	61.02	61.02	65.37	71.43	75.19	70.32	70.32	76.89	86.62	91.24
72	77.46	77.46	84.95	95.73	100.75	65.48	65.48	70.09	76.24	80.23	75.07	75.07	82.00	91.86	96.72
73	82.69	82.69	90.61	101.48	106.76	70.25	70.25	75.15	81.50	85.73	80.14	80.14	87.53	97.43	102.54
74	88.30	88.30	96.68	107.62	113.18	75.52	75.52	80.72	87.15	91.65	85.74	85.74	93.55	103.56	108.93
75	94.52	94.52	103.40	114.28	120.23	81.19	81.19	86.73	93.30	98.15	91.84	91.84	100.10	110.10	115.84
76	100.83	100.83	110.24	121.52	127.80	87.38	87.38	93.29	99.99	105.24	98.15	98.15	106.90	117.24	123.29
77	107.69	107.69	117.69	129.27	136.01	94.08	94.08	100.38	107.37	112.97	105.02	105.02	114.21	124.89	131.48
78	115.15	115.15	125.67	137.77	145.01	101.52	101.52	108.25	115.40	121.46	112.39	112.39	122.25	133.28	140.25
79	123.17	123.17	134.36	146.76	154.54	109.63	109.63	116.83	124.30	130.79	120.48	120.48	130.83	142.23	149.82
80	131.84	131.84	143.74	156.56	164.80	118.67	118.67	126.39	134.02	141.07	129.25	129.25	140.25	152.00	160.04
81	141.24	141.24	153.62	166.99	175.85	127.94	127.94	136.32	143.78	151.34	138.65	138.65	150.08	162.31	170.95
82	151.27	151.27	164.29	178.22	187.61	137.96	137.96	147.17	154.29	162.29	148.68	148.68	160.83	173.41	182.56
83	162.31	162.31	175.69	190.54	200.49	148.92	148.92	158.92	165.62	174.33	159.72	159.72	172.33	185.57	195.26
84	174.12	174.12	188.19	203.67	214.22	160.89	160.89	171.89	178.08	187.31	171.55	171.55	184.98	198.57	208.85

**Massachusetts Mutual Life Insurance Company**  
**Whole Life Legacy 100 Version 2**  
**Basic Annual Premiums Per \$1,000 (Face Amounts Of \$1,000,000 or greater)**

Issue Age	Male					Female					Unisex				
	Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref			Ultra Pref	Select Pref	Select Pref		
	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco	Nontobacco	Nontobacco	Nontobacco	Tobacco	Tobacco
18	5.86	5.86	5.99	6.46	6.63	4.62	4.62	4.65	4.90	5.02	5.61	5.61	5.72	6.15	6.31
19	5.93	5.93	6.11	6.71	6.90	4.81	4.81	4.84	5.10	5.28	5.71	5.71	5.86	6.39	6.58
20	6.00	6.00	6.25	6.97	7.20	5.01	5.01	5.04	5.32	5.55	5.80	5.80	6.01	6.64	6.87
21	6.18	6.18	6.46	7.23	7.50	5.22	5.22	5.27	5.56	5.81	5.99	5.99	6.23	6.90	7.16
22	6.37	6.37	6.70	7.50	7.81	5.43	5.43	5.50	5.81	6.08	6.19	6.19	6.47	7.17	7.47
23	6.56	6.56	6.93	7.79	8.14	5.65	5.65	5.73	6.06	6.37	6.39	6.39	6.69	7.45	7.80
24	6.77	6.77	7.18	8.09	8.48	5.89	5.89	5.98	6.33	6.66	6.59	6.59	6.94	7.74	8.12
25	6.99	6.99	7.45	8.41	8.86	6.13	6.13	6.25	6.61	6.97	6.82	6.82	7.21	8.05	8.48
26	7.28	7.28	7.79	8.80	9.25	6.40	6.40	6.53	6.92	7.28	7.11	7.11	7.54	8.43	8.87
27	7.57	7.57	8.14	9.22	9.67	6.70	6.70	6.82	7.27	7.63	7.39	7.39	7.88	8.82	9.26
28	7.88	7.88	8.51	9.64	10.10	6.98	6.98	7.13	7.61	7.97	7.71	7.71	8.24	9.25	9.69
29	8.20	8.20	8.90	10.10	10.57	7.31	7.31	7.46	8.00	8.35	8.02	8.02	8.62	9.69	10.12
30	8.57	8.57	9.34	10.61	11.08	7.64	7.64	7.80	8.38	8.73	8.38	8.38	9.03	10.16	10.61
31	8.98	8.98	9.76	11.13	11.64	7.89	7.89	8.10	8.79	9.18	8.77	8.77	9.42	10.66	11.15
32	9.42	9.42	10.20	11.67	12.23	8.15	8.15	8.42	9.23	9.66	9.16	9.16	9.85	11.19	11.72
33	9.91	9.91	10.69	12.27	12.88	8.42	8.42	8.75	9.68	10.16	9.60	9.60	10.29	11.75	12.33
34	10.40	10.40	11.20	12.88	13.55	8.70	8.70	9.09	10.16	10.68	10.05	10.05	10.77	12.35	12.98
35	10.91	10.91	11.72	13.54	14.26	9.00	9.00	9.44	10.67	11.24	10.53	10.53	11.26	12.97	13.66
36	11.45	11.45	12.29	14.14	14.88	9.39	9.39	9.88	11.22	11.82	11.03	11.03	11.79	13.56	14.27
37	12.02	12.02	12.87	14.79	15.54	9.80	9.80	10.36	11.80	12.44	11.57	11.57	12.36	14.19	14.92
38	12.63	12.63	13.51	15.46	16.22	10.24	10.24	10.85	12.41	13.10	12.15	12.15	12.97	14.85	15.60
39	13.26	13.26	14.15	16.17	16.94	10.68	10.68	11.38	13.05	13.78	12.76	12.76	13.61	15.55	16.33
40	13.94	13.94	14.85	16.91	17.71	11.15	11.15	11.93	13.73	14.51	13.38	13.38	14.27	16.28	17.07
41	14.64	14.64	15.67	17.90	18.77	11.68	11.68	12.52	14.38	15.18	14.06	14.06	15.05	17.20	18.05
42	15.40	15.40	16.55	18.96	19.90	12.25	12.25	13.15	15.07	15.90	14.77	14.77	15.88	18.19	19.10
43	16.21	16.21	17.48	20.08	21.10	12.83	12.83	13.81	15.79	16.65	15.53	15.53	16.74	19.22	20.22
44	17.04	17.04	18.46	21.27	22.37	13.46	13.46	14.51	16.56	17.45	16.31	16.31	17.65	20.32	21.38
45	17.92	17.92	19.48	22.52	23.71	14.11	14.11	15.25	17.36	18.28	17.16	17.16	18.63	21.50	22.62
46	18.81	18.81	20.45	23.49	24.78	14.84	14.84	16.13	18.21	19.27	18.01	18.01	19.57	22.44	23.65
47	19.76	19.76	21.48	24.50	25.87	15.59	15.59	17.07	19.10	20.30	18.92	18.92	20.58	23.43	24.74
48	20.74	20.74	22.55	25.58	27.04	16.40	16.40	18.07	20.07	21.42	19.87	19.87	21.67	24.48	25.91
49	21.82	21.82	23.72	26.72	28.27	17.23	17.23	19.12	21.07	22.58	20.89	20.89	22.80	25.59	27.13
50	22.96	22.96	24.96	27.94	29.61	18.14	18.14	20.25	22.12	23.81	21.99	21.99	24.02	26.78	28.45
51	24.12	24.12	26.27	29.75	31.49	19.10	19.10	21.19	23.30	24.97	23.11	23.11	25.24	28.46	30.17
52	25.34	25.34	27.65	31.67	33.48	20.12	20.12	22.16	24.54	26.19	24.29	24.29	26.55	30.24	32.02
53	26.67	26.67	29.10	33.72	35.60	21.18	21.18	23.18	25.85	27.47	25.58	25.58	27.93	32.16	33.98
54	28.05	28.05	30.67	35.93	37.88	22.32	22.32	24.27	27.24	28.83	26.90	26.90	29.41	34.19	36.08
55	29.51	29.51	32.32	38.30	40.32	23.53	23.53	25.40	28.71	30.24	28.31	28.31	30.95	36.37	38.31
56	31.02	31.02	34.01	40.25	42.39	24.83	24.83	26.80	30.25	31.85	29.77	29.77	32.58	38.26	40.30
57	32.61	32.61	35.77	42.34	44.57	26.18	26.18	28.24	31.86	33.55	31.34	31.34	34.30	40.26	42.40
58	34.32	34.32	37.69	44.56	46.93	27.64	27.64	29.81	33.59	35.38	32.98	32.98	36.10	42.35	44.61

**Massachusetts Mutual Life Insurance Company**  
**Whole Life Legacy 100 Version 2**  
**Basic Annual Premiums Per \$1,000 (Face Amounts Of \$1,000,000 or greater)**

Issue Age	Male					Female					Unisex				
	Ultra Pref Nontobacco	Select Pref Nontobacco	Nontobacco	Select Pref Tobacco	Tobacco	Ultra Pref Nontobacco	Select Pref Nontobacco	Nontobacco	Select Pref Tobacco	Tobacco	Ultra Pref Nontobacco	Select Pref Nontobacco	Nontobacco	Select Pref Tobacco	Tobacco
59	36.14	36.14	39.70	46.95	49.43	29.15	29.15	31.43	35.40	37.28	34.77	34.77	38.07	44.63	47.02
60	38.10	38.10	41.89	49.49	52.11	30.80	30.80	33.20	37.34	39.33	36.64	36.64	40.16	47.04	49.56
61	40.21	40.21	44.18	52.21	54.98	32.62	32.62	35.14	39.50	41.58	38.68	38.68	42.39	49.66	52.33
62	42.40	42.40	46.60	55.09	58.02	34.56	34.56	37.21	41.80	43.99	40.83	40.83	44.71	52.44	55.21
63	44.76	44.76	49.17	58.15	61.20	36.67	36.67	39.39	44.22	46.60	43.16	43.16	47.22	55.35	58.32
64	47.23	47.23	51.89	61.39	64.62	38.90	38.90	41.78	46.86	49.37	45.60	45.60	49.85	58.48	61.58
65	49.90	49.90	54.78	64.84	68.26	41.30	41.30	44.32	49.69	52.34	48.19	48.19	52.69	61.82	65.10
66	52.96	52.96	58.19	68.38	71.95	43.96	43.96	47.16	52.66	55.45	51.17	51.17	55.97	65.20	68.67
67	56.28	56.28	61.81	72.12	75.91	46.82	46.82	50.24	55.83	58.78	54.38	54.38	59.53	68.89	72.51
68	59.92	59.92	65.81	76.23	80.24	49.91	49.91	53.53	59.22	62.34	57.91	57.91	63.32	72.79	76.70
69	63.83	63.83	70.08	80.60	84.87	53.24	53.24	57.12	62.90	66.20	61.69	61.69	67.49	77.08	81.17
70	68.09	68.09	74.81	85.41	89.89	56.86	56.86	60.96	66.88	70.38	65.81	65.81	72.04	81.67	86.02
71	72.59	72.59	79.68	90.36	95.13	60.92	60.92	65.27	71.33	75.09	70.22	70.22	76.79	86.52	91.14
72	77.36	77.36	84.85	95.63	100.65	65.38	65.38	69.99	76.14	80.13	74.97	74.97	81.90	91.76	96.62
73	82.59	82.59	90.51	101.38	106.66	70.15	70.15	75.05	81.40	85.63	80.04	80.04	87.43	97.33	102.44
74	88.20	88.20	96.58	107.52	113.08	75.42	75.42	80.62	87.05	91.55	85.64	85.64	93.45	103.46	108.83
75	94.42	94.42	103.30	114.18	120.13	81.09	81.09	86.63	93.20	98.05	91.74	91.74	100.00	110.00	115.74
76	100.73	100.73	110.14	121.42	127.70	87.28	87.28	93.19	99.89	105.14	98.05	98.05	106.80	117.14	123.19
77	107.59	107.59	117.59	129.17	135.91	93.98	93.98	100.28	107.27	112.87	104.92	104.92	114.11	124.79	131.38
78	115.05	115.05	125.57	137.67	144.91	101.42	101.42	108.15	115.30	121.36	112.29	112.29	122.15	133.18	140.15
79	123.07	123.07	134.26	146.66	154.44	109.53	109.53	116.73	124.20	130.69	120.38	120.38	130.73	142.13	149.72
80	131.74	131.74	143.64	156.46	164.70	118.57	118.57	126.29	133.92	140.97	129.15	129.15	140.15	151.90	159.94
81	141.14	141.14	153.52	166.89	175.75	127.84	127.84	136.22	143.68	151.24	138.55	138.55	149.98	162.21	170.85
82	151.17	151.17	164.19	178.12	187.51	137.86	137.86	147.07	154.19	162.19	148.58	148.58	160.73	173.31	182.46
83	162.21	162.21	175.59	190.44	200.39	148.82	148.82	158.82	165.52	174.23	159.62	159.62	172.23	185.47	195.16
84	174.02	174.02	188.09	203.57	214.12	160.79	160.79	171.79	177.98	187.21	171.45	171.45	184.88	198.47	208.75

SERFF Tracking Number: MASS-127896260 State: Arkansas  
 Filing Company: Massachusetts Mutual Life Insurance Company State Tracking Number: 50524  
 Company Tracking Number: WL-AR-2011  
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
 Product Name: WL-2011  
 Project Name/Number: WL-2011/WL-2011

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> Readability Certification.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> not applicable		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Life & Annuity - Acturial Memo		
<b>Comments:</b>		
<b>Attachments:</b> Act Memo ABR-2011.pdf Act Memo WL-2011 & WL-2011U.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Disclosure Statement		
<b>Comments:</b>		
<b>Attachment:</b> ABRDS-2011.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Letter		



## 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.

<b><u>FORM NUMBER AND TITLE</u></b>		<b><u>FLESCH SCORE</u></b>
WL-AR-2011	Whole Life Policy	54.5
WL-AR-2011U	Whole Life Policy	54.5
ABR-2011	Accelerated Death Benefit For Terminal Illness Rider	51.7

Signature:

**Jo-Anne  
Rankin**

Jo-Anne Rankin  
Vice President

Date: 12/14/2011

Digitally signed by Jo-Anne Rankin  
DN: cn=Jo-Anne Rankin, c=US,  
o=MassMutual Financial Group,  
email=jrankin@massmutual.com  
Reason: I agree to the terms defined by the  
placement of my signature on this document  
Date: 2011.12.14 12:35:11 -0500

**Massachusetts Mutual Life Insurance Company**  
Home Office - Springfield, Massachusetts 01111-0001

**DISCLOSURE STATEMENT FOR  
ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER**

**A. Condition For Acceleration**

Subject to the terms of the rider, an Accelerated Death Benefit Payment will be paid if the Insured has a terminal illness.

A terminal illness is a medical condition that:

- Is first diagnosed by a legally qualified physician; and
- With reasonable medical certainty, will result in the death of the Insured within 12 months after the date the legally qualified physician certifies the diagnosis; and
- Is not curable by any means available to the medical profession.

**B. Limitations Of The Accelerated Death Benefit**

- The benefit payable under the rider **MAY BE TAXABLE**. The Owner should seek tax advice prior to requesting an accelerated death benefit payment.
- Receipt of accelerated death benefits under the rider **MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI")** eligibility. Exercising the option to accelerate benefits and receiving those benefits before applying for these programs, or while receiving government benefits, may affect initial or continued eligibility. Contact the Medicaid Unit of the local Department of Public Welfare and the Social Security Administration Office for more information.
- An Accelerated Death Benefit Payment will not be allowed if the Owner is required to request the payment by any third party (including any creditor, governmental agency, trustee in bankruptcy, or any other person) or as the result of a court order.

**C. Accelerated Death Benefit Payment**

The accelerated benefit is payable in a lump sum subject to a maximum limit. The maximum amount to be accelerated is equal to the lesser of:

- 75% of the Eligible Amount; and
- \$250,000.

We reserve the right to impose a minimum limit of not less than \$25,000.

The amount of payment under this rider will be equal to the portion of the Eligible Amount requested for acceleration less:

- A fee of not more than \$250; and
- Twelve months interest on the amount accelerated at the annual interest rate we have declared for benefits under this rider as of the Acceleration Date. This rate will not exceed the greater of:

- The effective annual yield on 90-day U.S. Treasury Bills as of the Acceleration Date; or
- The maximum adjustable policy loan interest rate in effect on the Acceleration Date, as allowed by law.

**D. Premium For Accelerated Death Benefit**

No premium is charged for the Accelerated Death Benefit For Terminal Illness Rider.

**E. Administrative Expense Charge**

In computing the amount of the accelerated death benefit payment, an administrative expense charge, or a fee of not more than \$250 will be deducted.

**F. Termination of the Rider**

The rider will end automatically if and when:

- An accelerated death benefit payment is made; or
- An accelerated benefit payment is made under an Accelerated Death Benefit For Long Term Care Services Rider attached to this policy; or
- The policy terminates for any reason; or
- The policy is changed to a different policy on which this rider is not available.

**G. Effect On Policy**

After the accelerated benefit payment is made, this policy will remain in force. Any riders not included in determining the Eligible Amount will not be affected; they will continue in accordance with their terms. For any other riders and for the base policy, the amounts of insurance and all values will be reduced by the ratio of the amount to be accelerated to the Eligible Amount. Any outstanding policy loans and loan interest will also be reduced by this ratio.

After acceleration, premiums for the base policy and any accelerated riders will be based on the reduced amount of insurance and will be based on the rates in effect for the Insured on the Acceleration Date of the policy.

This is a disclosure statement only. Detailed information is contained in the issued rider. The terms of the issued rider take precedence over the information in this disclosure statement.

Policy No.(s): \_\_\_\_\_ Owner: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_



December 20, 2011

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

WL-AR-2011 Whole Life Policy  
WL-AR-2011U Whole Life Policy

ABR-2011 Accelerated Death Benefit For Terminal Illness 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, along with any required certifications and filing fee, are also enclosed.

The policies and rider are new and will not replace any previously approved forms. Previously approved applications A60AR1106 (approved by your Department on 10/30/06) and A50GE702 (approved on 10/28/02) will be used with the new forms.

**WL-AR-2011 & WL-AR-2011U**

These are whole life policies with a level death benefit and level premiums that are payable during the lifetime of the insured to age 100. WL-AR-2011 and Policy Specifications Pages WL-AR-2011 will be issued on a sex-distinct basis: WL-AR-2011U and Policy Specifications Pages WL-AR-2011U will be issued on a unisex basis.

**ABR-2011**

This rider provides for payment of the death benefit under a policy to the owner, during the lifetime of the insured, if the insured has a terminal illness. A terminal illness, as defined in this rider is a medical condition that:

- Is first diagnosed by a legally qualified physician;
- With reasonable medical certainty, will result in the death of the Insured within 12 months after the date the legally qualified physician certifies the diagnosis; and
- Is not curable by any means available to the medical profession.

The rider will be automatically attached at issue. There is no charge for the rider.

In the future we may also extend the use of this rider to other traditional products.

Also enclosed, for your information, is Disclosure Statement ABRDS-2011 that will be provided to policyholders.

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

ALIR-2007	Additional Life Insurance Rider
GIR-2007	Guaranteed Insurability Ride
RTR-2007	Renewable Term Life Insurance Rider
WP-2007	Waiver of Premium Rider
YTR-2007	Yearly Term Purchase Rider
TZ102	Modification of When Premiums are Due Endorsement
TZ106	Limitation of Liability for Certain Aviation Hazards Endorsement
TZ107	Limitation of Liability for Certain Aviation Hazards Endorsement – Military
TZ108	Limitation of Liability for Certain Avocation Hazards Endorsement
TZ110	Modification of Representations and Contestability Provision Endorsement
TZ111	Modification of Death By Suicide Provision Endorsement

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 direct all correspondence and questions regarding this filing to my attention. Thank you for your assistance.

Sincerely,

Elyse Plosky, ACP, ACS  
Director, USIG State Filing  
(860) 562-3465 (telephone)  
(860) 562-6109 (facsimile)  
EPlosky@massmutual.com