

## APPENDIX – KEY TERMS & DEFINITIONS

MassMutual – Radius12 CA | Ages 18 - 60 | California Only

**Non-Cancelable** - The Radius® disability income policy is non-cancelable, guaranteed continuable to age 65, and convertible to a conditionally continuable policy for life if you are still actively engaged in full-time employment (30 hours per week) and are not disabled.

**Conversion Privilege at Expiration Date** - The policy terminates on the Expirations Date shown in the Policy Specifications. However, if the insured is totally disabled on the Expiration Date, the Maximum Benefit Period for Total Disability will not be less than 24 months. The policy may be converted by the insured to a new policy on the Expiration Date if the insured is actively employed at least 30 hours per week and is not disabled. The new policy will be the policy Mass Mutual then issues for person over Age 65, except for terms added or excluded in connection with the conversion. The Benefit Period will be 24 months. The Waiting Period will be the lesser of:

- the Total Disability Waiting Period under this policy; or
- the maximum Waiting Period under the new policy.

Mass Mutual will base the premium for the new policy on the Insured's Age and occupation at the time Mass Mutual issues the new policy. The rates will be those Mass Mutual are using at the time the new policy is issued.

**Presumptive Total Disability** - The insured is considered totally disabled when sickness or injury causes the total loss of: speech, hearing, sight, use of both hands, use of both feet or use of one hand and one foot. Benefits will begin to accrue following the Elimination Period or 90 days, whichever is earlier. Benefits will be paid from the date of loss for up to the maximum benefit period, and if the loss is deemed total and irrecoverable Mass Mutual will waive the elimination period, the requirement of a doctor's care, and the requirement that the insured is not working.

**Issue Ages:** Nearest Age 18-64 (Non-Cancellable)

**Total Disability Definition** - Total Disability Definition - You are considered totally disabled as a result of sickness or injury, you are not able to perform with reasonable continuity the Substantial and Material Acts necessary to perform your usual occupation in the Usual and Customary way and you choose not to work at any occupation. You must be under a doctor's care.

**Waiver of Premium** - After 90 days of Total Disability and/or Partial Disability, Mass Mutual will waive premiums for as long as the Insured remains Disabled. Any premiums paid during that 90 day period will be refunded.

**Rehabilitation Benefit** - MassMutual will reimburse you for expenses you have actually paid and which are required for a Rehabilitation Program, if:

- MassMutual conditionally approves the Rehabilitation Program in writing before you begin to participate in it. MassMutual conditional approval will be based on the nature of the disability and the cost and appropriateness of the Rehabilitation Program;
- Disability benefits are currently being paid; and
- those expenses are not defined as covered expenses by another insurer or not actually paid from another source.

MassMutual will periodically review your participation in the agreed upon Rehabilitation Program.

MassMutual's continued financial support will be based on your reasonable progress towards completion of the Rehabilitation Program.

Expenses include the cost of physical therapy prescribed by your Doctor, tuition, books and use of equipment that are actually paid for by the Insured and that are required for the Rehabilitation Program.

**Recurring Disability** - If a disability is related to an earlier disability and starts less than 12 months after a period of disability ends, and the contract has a "To Age 65" or "To Age 67" maximum benefit period, it is considered a recurring disability and a new waiting period is not required. Benefits paid for a recurring disability are treated as a continuation of the prior period for which benefits were paid.

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**Mental Disorder Limitation** - The Maximum Benefit Period for each period of disability caused by or contributed to by a mental disorder is 24 months, with no aggregate lifetime limit. However, if you are confined to a hospital and under a doctor's care, the benefits will continue to be paid up to the Maximum Benefit Period. State Specific - In Vermont the Mental Disorder Limitation of 24 months is removed.

**Suspended Coverage While in Military** - This policy may be suspended if you are in active military service of any country or international authority or reserve component of the armed forces of the United States, including the National Guard, for more than 90 days. If you are released from active duty within 5 years, coverage can be restored within 90 days of your release. Mass Mutual will not require proof of insurability.

### Exclusions:

Policy does not cover:

- caused or contributed to by war, whether declared or undeclared:
- caused or contributed to by intentionally self-inflicted injury.

MassMutual will not pay for any period you are incarcerated after being convicted of a crime.

The policy does not cover hospital, medical or surgical expenses.

## APPENDIX – OPTIONAL\* RIDERS

\*Riders listed below may be available to you – please review your enrollment offer to confirm rider availability  
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**Total Disability with Own Occupation Rider** - provides a monthly benefit when, as a result of Sickness or Injury, the insured is not able to perform with reasonable continuity the Substantial and Material Acts necessary to pursue his/her Usual Occupation in the usual and customary way and is working in another occupation.

### **Catastrophic Disability Benefit Rider (CAT rider)**

provides benefit if the insured becomes Catastrophically Disabled. The insured's condition must meet the definition of Presumptive Disability, which includes:

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

Benefits will accrue during the Elimination Period if the disability is deemed a complete and irrecoverable Presumptive Disability.

**RetireGuard® Rider** - Benefits will be paid under the RetireGuard Rider if you are totally disabled as defined in the base policy definition of Total Disability (including Presumptive Disability). A trust is established at time of claim and any benefits payable are paid to the trust\*. You may select the investment funding for that trust account once it is established. When you reach age 65 or age 67 (depending on the benefit period chosen) the trust assets are distributed in accordance with the trust.  
\*Trust services provided by The MassMutual Trust Co., FSB.

**Cost of Living Rider (COLA Rider)** - The COLA rider helps benefits keep pace with inflation in the event of a disability lasting longer than 12 months. Increases start to accrue after you are disabled for 12 months or the full waiting period, whichever is longer. Increases are compounded at 3% and there is no limit to the number of adjustments that may be made under the COLA rider.

**Future Income Option Rider** - This rider provides the opportunity to obtain an additional amount of coverage from time to time without proof of your good health other than proof you are not disabled. Increased coverage may be applied for during each option period. The last option must be exercised on or before your 60th birthday. Increases are postponed during a period of disability.

**Extended Partial Disability Rider** - (This benefit is not an OPTIONAL BENEFIT in California, it is required.) The Extended Partial Disability Benefit provides a disability benefit if, while still disabled, the insured is able to return to work at either his/her usual occupation or a new occupation and as a result of the disability, is unable to earn more than 85% of his/her Pre-Disability Income. Additionally, for the first six months of Partial Disability, whether during the Elimination Period or after, the Insured is also Partially Disabled if due to Sickness or Injury he/she is working at his/her Usual Occupation and either:

1. Can perform with reasonable continuity one or more, but not all, of the Substantial and Material Acts necessary to perform his/her Usual Occupation just prior to the start of Disability; or
2. Can perform with reasonable continuity all the Substantial and Material Acts necessary to perform his/her Usual Occupation, but for no more than 85% of the time they were collectively performed consistently just prior to the start of the Disability.

During the first 12 months of Partial Disability Benefits, the Extended Partial Disability Benefit will never be less than 50% of the base benefit. If income loss exceeds 75%, the maximum monthly benefit will be payable. Beginning in the 13th policy month of the Partial Disability Benefits, monthly benefits will be based on your loss of income.

Adjustment to Pre-Disability Income: Starting after 12 consecutive months of disability and after each consecutive 12 month period of disability thereafter, the amount of pre-disability income will be adjusted. Mass Mutual will increase the previous year's pre-disability income by the greater of 3% or the percentage increase in the Consumer Price Index. There is no cap to these adjustments.

Recovery Benefits: After a period of disability payments, a recovery benefit will be paid after full recovery and return to your own occupation provided there is at least a 15% loss of income. Benefit payments will continue for as long as you can show that the continuing loss of income is related to the previous period of disability. However, benefits will not be paid beyond the maximum benefit period for partial disability.

## APPENDIX – OPTIONAL\* RIDERS CONT'D

\*Riders listed below may be available to you – please review your enrollment offer to confirm rider availability  
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**Group Supplement Rider** - This rider provides partial disability benefits to supplement group benefits provided by an employer.

**Group Supplement Coverage A** - The insured will be considered partially disabled under Coverage A if the insured is not totally disabled and that while actually working in his/her usual occupation, as a result of sickness or injury he/she is unable to earn more than 80% of his/her pre-disability income.

**Group Supplement Coverage B** - The insured will be considered partially disabled under Coverage B if the insured is not totally disabled and that while actually working in an occupation other than his/her usual occupation, as a result of sickness or injury he/she is unable to earn more than 80% of his/her pre-disability Income.

### **A Future Insurability Option and Cost of Living**

**Adjustment** - A Future Insurability Option and Cost of Living Adjustment benefit are built into the Group Supplement Rider. The total additional benefit from the Future Insurability Option that will be available during all option periods cannot exceed the total available benefits for each coverage initially shown in the policy specifications. A Cost of Living Adjustment equal to 5% (compounded annually) will increase the coverage amount after 12 months of disability (or the elimination period if longer) to help offset the effects of inflation.