

## APPENDIX – KEY TERMS & DEFINITIONS

MassMutual – MaxElect 13 | Ages 18 - 64 | NY Only

**Non-Cancelable** - The base policy is non-cancelable to the policy anniversary on or next following your 65th birthday. This means premiums will not go up (unless coverage is changed) and MassMutual cannot cancel the policy as long as the premiums are paid on time. Thereafter, the policy becomes conditionally renewable as long as you are still actively at work (20 hrs./wk.) and are not disabled. MassMutual can change the premium rates at any time when this policy is conditionally renewable.

**Renewable Lifetime after age 65.** Conditionally Renewable - The policy is conditionally renewable. It will remain conditionally renewable as long as you are still actively at work, are not disabled and premiums are paid on time. Actively at work means you are continuously at work for 20 hours or more per week performing the duties of your occupation in the usual and customary manner without limitation due to sickness or injury. Mass Mutual may change the premium rates at any time.

**Presumptive Total Disability** - You are considered to have a Presumptive Total Disability, even if you are able to work, if any of these conditions begin and continue while the policy is in force:

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

You must be under a doctor's care. Benefits will start to accrue after the waiting period for total disability. If the loss is complete and irrecoverable, benefits will be paid from the date of disability, up to the maximum benefit period and Mass Mutual will waive the requirement of a doctor's care.

**Coverage Increases With Simplified Underwriting** - You may have the opportunity to increase the monthly benefit on your policy periodically without medical underwriting, subject to eligibility requirements and your Employer's arrangement with MassMutual.

**Issue Ages:** Nearest Age 65-80 (Conditional Renewable)

**Total Disability Definition** - The occurrence of a condition caused by a sickness or injury, in which you cannot perform the main duties of your occupation and are not working at any occupation. You must be under a doctor's care. The disability must begin while the policy is in force.

**Waiver of Premium** - After 90 days of total and/or partial disability, (partial only if the Extended Partial Disability Benefits Rider is attached to the Policy), MassMutual will waive premiums for as long as you remain disabled. Any premiums paid during that 90-day period will be refunded.

**Rehabilitation Benefit** - Mass Mutual will reimburse you for covered expenses actually incurred in a pre-approved rehabilitation program such as: cost of physical therapy prescribed by a physician, tuition, books and use of equipment required for rehabilitation. Mass Mutual will not cover expenses that are defined as covered expenses by another insurer or actually paid by another source.

**Recurring Disability** - If a disability is related to an earlier disability and starts less than 6 months after a period of disability ends, it is considered a recurring disability. Benefits paid for a recurring disability are treated as a continuation of the prior period for which benefits were paid.

**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.

**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.

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### Exclusions

Policy does not cover:

- caused by war or any act of war (whether declared or undeclared), service in the Armed Forces or units auxiliary thereto.
- caused by any intentionally self-inflicted injury.
- sustained during your commission of, or attempt to commit, a felony or while engaged in an illegal occupation.
- Monthly benefits will not be provided for more than 12 months in total during a period of disability while you are outside the United States and/or Canada.
- The policy does not cover hospital, medical or surgical expenses.

New York policies: This policy provides disability income insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department. The expected benefit ratio for this policy is 61.0 percent. This ratio is the portion of future premiums which the company expects to return as benefits, when averaged over all the people with this policy.

**Renewability, Cancellability and Terminations** - This policy is Conditionally Renewable as long as the insured is not disabled and is Actively at Work.

Mass Mutual can change the premium rates at any time. Actively At Work means the insured is continuously at work for 20 hours or more per week performing the duties of his/her Occupation in the usual and customary manner without limitation (for example, reduced work hours or days, or job restrictions or modifications) due to sickness or injury.

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

1. The date following the end of the Grace Period, if premiums are not paid prior to the end of the Grace Period;
2. If the insured is disabled, the last date of the Maximum Benefit Period if monthly benefits have been paid to the end of that period;
3. If the insured is not disabled, the date the insured is no longer Actively At Work, or if premium had been paid prior to the date that the insured is no longer Actively At Work, the policy will terminate at the end of the billing period for which premium had been paid;
4. The date of the insured's death and Mass Mutual will refund any unearned premium to the premium payor;
5. As of the date Mass Mutual receives your written request at the Home Office and Mass Mutual will refund any unearned premium to the premium payor.

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### **Limitation of Pre-Existing Conditions for Coverage with Simplified Underwriting**

**3/12** - The policy will not provide benefits under any coverage for any disability that begins before the coverage has been in force for 12 months or more and is caused or contributed to by, or resulting from a Pre-Existing Condition, unless the Pre-Existing Condition was fully and accurately described in an application for coverage.

A Pre-Existing Condition is a condition for which you:

- Received medical treatment, consultation, care or services including diagnostic measures, or were taking prescribed drugs or medications, within 3 months immediately prior to the coverage date or,
- Had symptoms that would have caused an ordinarily prudent person to consult a health care provider in the 3 months immediately prior to the coverage date.

**6/12** - The policy will not provide benefits under any coverage for any disability that begins before the coverage has been in force for 12 months or more and is caused or contributed to by, or resulting from a Pre-Existing Condition, unless the Pre-Existing Condition was fully and accurately described in an application for coverage.

A Pre-Existing Condition is a condition for which you:

- Received medical treatment, consultation, care or services including diagnostic measures, or were taking prescribed drugs or medications, within 6 months immediately prior to the coverage date or,
- Had symptoms that would have caused an ordinarily prudent person to consult a health care provider in the 6 months immediately prior to the coverage date.

**12/12** - The policy will not provide benefits under any coverage for any disability that begins before the coverage has been in force for 12 months or more and is caused or contributed to by, or resulting from a Pre-Existing Condition, unless the Pre-Existing Condition was fully and accurately described in an application for coverage.

A Pre-Existing Condition is a condition for which you:

- Received medical treatment, consultation, care or services including diagnostic measures, or were taking prescribed drugs or medications, within 12 months immediately prior to the coverage date or,
- Had symptoms that would have caused an ordinarily prudent person to consult a health care provider in the 12 months immediately prior to the coverage date.

## 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** - The occurrence of a condition caused by a sickness or injury in which you:

- cannot perform the main duties of your occupation;
- are working in another occupation;
- must be under a doctor's care; and
- the disability must begin while this rider is in force.

**Extended Partial Disability Rider** - You qualify for this benefit when you are back to work in your own occupation or a new occupation but due to a current disability requiring a doctor's care, suffer at least a 15% loss of income compared to pre-disability income. During the first 6 months of partial disability an income loss is not required. You are considered partially disabled if you are working, but due to disability, cannot perform the main duties of your occupation for more than 85% of the time or have a 15% income loss compared to pre-disability earnings.

During the first 12 months of partial disability benefit, the Extended Partial Disability Rider payment will never be less than 50% of the monthly benefit. If your income loss is greater than 50% of the monthly benefit, the monthly payment will be your actual loss of income up to 100% of the monthly benefit. If the income loss is 75% or more, the maximum monthly benefit will be payable beginning in the 13th month of disability benefits. Monthly payments will be based on your loss of income relative to your pre-disability income.

Adjustments to Pre-Disability Income: Starting after 12 consecutive months of disability and for each consecutive 12-month period thereafter, the amount of pre-disability income will be adjusted. MassMutual will increase the previous year's pre-disability income by the greater of 3% or the percentage increase of 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 the insured 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.

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

provides benefits that cover up to 100% of pre-disability earned income when combined with a base policy. You are considered catastrophically disabled if you 1) meet the definition of presumptive disability, or 2) are totally disabled and cannot perform two of six Activities of Daily Living (ADL's)\* without assistance, or 3) are totally disabled and suffer a severe cognitive impairment.

\*Activities of Daily Living include bathing, dressing, eating, toileting, transferring (the ability to transfer from one location to another such as getting in and out of bed), and continence (the ability to maintain bladder functions, or when unable, the ability to perform associated personal hygiene).

**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.

## 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 - Provides a benefit when you are partially disabled and working at your occupation, but suffer an income loss of at least 15% due to the disability.

Group Supplement Coverage B - Provides a benefit when you are partially disabled and working in a new occupation for which you are reasonably suited by education, training, or experience, but suffer an income loss of at least 15% due to the disability.

A Future Insurability Option and Cost of Living adjustment benefit are built into the Group Supplement Rider. The maximum amount of future insurability available during any option period prior to the policy anniversary on or next after your 50th birthday is 1 times the initial monthly benefit. Afterwards, the maximum amount during any option period is ½ the initial monthly benefit. A cost of living adjustment equal to 3% (compounded annually) will adjust the coverage after 12 months of disability (or the Waiting Period if longer) to offset the effects of inflation.