

At Massachusetts Mutual Life Insurance Company ("MassMutual"), we recognize that our relationships with you are based on integrity and trust. As part of that trust relationship, we want you to understand that in order to provide our products and services to you, we must collect, use and share personal information about you. This Privacy Notice describes policies and practices about how we protect, collect and share personal information related to the products and services you receive from us, including life insurance, disability income insurance, long-term care insurance, and individual annuities. It also describes how you can limit some of that sharing.

Disclosures ::

Privacy Notice

We protect your personal information by:

- Using security measures that include physical, electronic and procedural safeguards to protect your personal information from unauthorized access or use in accordance with state and federal requirements.
- Training employees to safeguard personal information and restricting access to personal information to those employees who need it to perform their job functions.
- Contractually requiring business partners with whom we share your personal information to safeguard it and use it exclusively for the purpose for which it was shared.

Personal information we may collect. The types of personal information we may collect depend on the type of product or service you have with us and may include:

- Information that you provide to us on applications or forms, during conversations with us or our representatives, or when you visit our website (for example, your name, address, Social Security number, date of birth, income, and assets, beneficiaries, and medical or health information).
- Information about your transactions with us and our affiliates, including your policy coverages, premiums, and payment history.
- Information from third parties such as consumer or other reporting agencies and medical or health care providers.

We may share all of the personal information we collect, as described above, with:

- Agents, brokers and others who provide our products and services to you;
- Our affiliated companies, such as insurance or investment companies, insurance agencies or broker-dealers that market our products and services to you;
- Companies that perform marketing or administrative services for us;
- Nonaffiliated companies in order to perform standard business functions on our behalf including those related to processing transactions you request or authorize, or maintaining your policy or contract;

- Courts and government agencies in response to court orders or legal investigations;
- Credit bureaus; and
- Other financial institutions with whom we may jointly market products, if permitted in your state.

In addition, we may share certain of your personal information with your MassMutual financial professional, if he or she is a career agent of ours who terminates their relationship with us to join another financial institution (whom we call a "departing MassMutual financial professional") so that he or she can continue to work with you at his or her new company.

Please note that any personal information consisting of medical or health information is only shared with third parties to perform business, professional or insurance functions on our behalf or as authorized by you.

Important privacy choices. MassMutual respects your privacy choices. If you have a relationship with a departing MassMutual financial professional, as described above, and you prefer that we do not share your personal information, such as information about your insurance policies or contracts held with us, with him or her under these circumstances, you can opt out of this sharing by directing us not to do so. If you wish to opt out of the sharing of your personal information with your departing MassMutual financial professional, you may:

- Call us at (800) 272-2216.

You may make this privacy choice and contact us at any time, however, if we do not hear from you we may share your information with your departing MassMutual financial professional as described above. If this is a joint account, if one joint owner tells us not to share information that choice will apply to the other owner or owners. If you have already told us your choice, there is no need to do so again.

If you have not purchased a product or service through a MassMutual financial professional or you do not have a relationship with a MassMutual financial professional, as described above, you do not need to contact us as we will not share your personal information other than as described in this notice.

Other than as described above, we will only share your personal information as permitted by law and, if the law requires us to obtain your consent or give you the opportunity to opt out of some types of sharing, we will do so before sharing the information.

Disclosures *continued*

Certain state laws may provide residents with additional protections for personal information. If you are a resident of one of the following states, we will not share your personal information with your departing MassMutual financial professional unless we receive your express consent:

Arizona	Massachusetts	North Carolina
California	Minnesota	North Dakota
Connecticut	Montana	Ohio
Georgia	Nevada	Oregon
Illinois	New Jersey	Vermont
Maine	New Mexico	Virginia

If you are no longer our customer, we may continue to share your personal information as described in this Privacy Notice.

If you have any questions or concerns about this Privacy Notice, please contact us at (800) 272-2216.

Compensation

The producer who is selling you the insurance policy or annuity contract for which you are applying is an insurance producer licensed by the state of New York and has been authorized by Massachusetts Mutual Life Insurance Company or, if applicable, one or more of its affiliated insurance companies (MassMutual) to sell such product(s). The role of the insurance producer in this transaction involves conferring with you

about the benefits, terms and conditions of the MassMutual insurance policy or contract you are considering; offering advice about the substantive benefits of the particular insurance policy or contract; and selling and placing the insurance.

Compensation will be paid to the producer by MassMutual based in whole or in part on the insurance policy or contract you purchase. The compensation may vary depending on a number of factors, including, but not limited to, the insurance policy or contract you purchase, the premium amount, and the volume of business the producer provides for MassMutual. In addition, compensation that is paid to producers is generally limited by New York law and producers are prohibited by law from rebating compensation, or otherwise providing an inducement, to an insured in order to make a sale. Note that compensation received for various sales may not be readily comparable due to differences in insurers' distribution systems and compensation structures.

Please contact your producer if you would like more information about the compensation the producer expects to receive in connection with the policy or contract you purchase and about compensation he or she would have received on any alternative quote(s) presented to you.

Our Purpose

Part of our basic Company purpose is to provide insurance at the lowest possible cost. The underwriting process is necessary both to assure this low cost and to make sure that each policyholder contributes his or her fair share of the cost. The procedures described above benefit you as a policyholder, because they assist us in providing your insurance at the lowest possible cost.

This Privacy Notice is being provided on behalf of the following insurance companies: Massachusetts Mutual Life Insurance Company (MassMutual), C.M. Life Insurance Company and MML Bay State Life Insurance Company.

Massachusetts Mutual Life Insurance Company (MassMutual), Springfield, MA 01111-0001. All rights reserved. www.massmutual.com.

1295 State Street, Springfield, Massachusetts 01111-0001

Disclosures

Fair Credit Reporting Act Notice

This notice is to inform you that a consumer report or an investigative consumer report may be obtained from a consumer reporting agency for the purpose of evaluating your insurance application. The report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, which has been obtained from public record sources or through interviews with you, your family, neighbors, friends or associates. Upon written request, we will inform you whether or not an investigative consumer report requested along with the name and address of the consumer reporting agency to whom the request was made. You have a right to receive a copy of the investigative consumer report from the consumer reporting agency that conducts the investigation.

Upon receipt of a request from you, MIB will arrange disclosure of any information it may have in your file. Please contact MIB at 866-692-6901 if you question the accuracy of information in MIB's file. You may contact MIB and seek a correction in accordance with the procedures set forth in the Fair Credit Reporting Act. The address of MIB's information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734. We, or our reinsurers, may also release information in our file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted. Information for consumers about MIB may be obtained on its website at www.mib.com.

DISCLOSURE STATEMENT
GROUP WHOLE LIFE INSURANCE CERTIFICATE ACCELERATED DEATH BENEFIT FEATURES
ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS
AND ACCELERATED DEATH BENEFIT FOR CHRONIC ILLNESS

This document provides disclosures for Accelerated Death Benefit for Terminal Illness feature and includes disclosures for the Accelerated Death Benefit for Chronic Illness available in the Group Whole Life Insurance Certificate.

Notice to buyer: *This endorsement may not cover all of the costs associated with chronic illness of the Insured. The buyer is advised to review carefully the endorsement benefits.*

*Accelerated Death Benefit payments **MAY BE TAXABLE** and assistance should be sought from a personal tax advisor.*

ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS

A. Condition For Payment Of Terminal Illness Benefit

Terminal Illness is defined as a medical condition that will result in death of the Insured with reasonable medical certainty within 12 months from the date diagnosed.

B. Limitations Of The Terminal Illness Benefit

(1) The Terminal Illness Benefit does not provide for long-term care insurance or for nursing-home care insurance. The amount payable under this feature may not be enough to cover the Insured's medical, nursing-home, or other bills.

(2) Receipt of the Terminal Illness Benefits available under this Certificate **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.

(3) Only the Certificateowner has the right to accelerate the death benefit payment. A Terminal Illness Benefit payment will not be allowed if the Certificateowner is required to request the payment by any third party (including any creditor, government agency, trustee in bankruptcy, or any other person) or as the result of a court order. The Certificateowner cannot be required to apply for an accelerated death benefit before qualifying for Medicaid.

(4) The right to a Terminal Illness Benefit automatically ends if and when:

- A Terminal Illness Benefit payment has been made; or
- The Certificate terminates for any reason.

C. Amount of Payment

The amount of Death Benefit under the Certificate that can be considered for the Terminal Illness Benefit is called the Eligible Amount. The Eligible Amount is 50% of the Death Benefit. The amount of the payment is the Eligible Amount less:

- Any due but unpaid premiums; and
- 50% of any loans or loan interest outstanding.

D. Premium For The Terminal Illness Benefit:

No additional premium is charged for the Accelerated Death Benefit for Terminal Illness feature. There are no liens, discounts, or administrative charges associated with the Accelerated Death Benefit for Terminal Illness feature.

E. Effect On Certificate For Exercising the Terminal Illness Benefit:

After a Terminal Illness Benefit payment is made, the Certificate will remain In Full Force. For the Certificate, the amounts of insurance and all values will be reduced by 50%. Premiums for the Certificate will be based on the reduced amount of insurance. Any outstanding Certificate loans and loan interest will also be reduced by 50%.

F. Illustrative Example of Terminal Illness Benefit: This example assumes the Insured age 45, purchased Group Whole Life Insurance with a \$50,000 face amount. The Insured is attained age 55, with a \$50,000 face amount and a loan outstanding of \$1,000 immediately prior to exercising the Terminal Illness Benefit. The Terminal Illness Benefit is exercised on the Certificate anniversary and the payment is \$24,500. The chart below illustrates the certificate values prior to and immediately following the payment of the Terminal Illness Benefit.

	Before Acceleration	After Acceleration
Face Amount	\$50,000	\$25,000
Annual Premium	\$ 990	\$ 519
Certificate Debt Outstanding	\$ 1,000	\$ 500
Guaranteed Cash Value	\$ 4,972	\$ 2,486
Cash Surrender Value	\$ 3,972	\$ 1,986
Loan Amount Available	\$ 3,972	\$ 1,986
Death Benefit Payable	\$49,000	\$24,500

ACCELERATED DEATH BENEFIT FOR CHRONIC ILLNESS

A. Condition For Payment Of Chronic Care Benefit

The Chronic Care Endorsement provides an accelerated death benefit for Chronic Illness if the Insured has a Chronic Illness. We call this accelerated death benefit a Chronic Care Benefit.

A Chronic Care Benefit requires due proof of Chronic Illness, satisfactory to us, be provided to us at our Administrative Office when requesting a Chronic Care Benefit. Due proof of Chronic Illness includes a written certification by a Licensed Health Care Practitioner be dated within the preceding 12-months, that the Insured has a Chronic Illness.

An Insured has a Chronic Illness, if the Insured will require continuous care for the remainder of the Insured's life in an Eligible Facility or at home as a result of:

- (a) Being unable to perform without Substantial Assistance at least two (2) Activities of Daily Living for a period of ninety (90) consecutive days due to loss of functional capacity; or
- (b) Having a level of disability similar to the level of disability described in (a); or
- (c) Severe Cognitive Impairment requiring Substantial Supervision to protect oneself from threats to health or safety.

Activities of Daily Living are:

- Bathing: the washing of oneself by sponge bath, or in either a tub or shower, including the task of getting in or out of the tub or shower.
- Continence: the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).

- Dressing: putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- Eating: feeding oneself by getting food to the body from a receptacle (such as a plate, cup or table) or being fed by a feeding tube or intravenously.
- Toileting: getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- Transferring: moving into or out of a bed, chair, or wheelchair.

Eligible Facility is a skilled nursing or other licensed medical facility that provides continuous care for the remainder of the Insured's life.

Hands-On Assistance is the physical assistance of another person without which the Insured would be unable to perform an Activity of Daily Living.

Immediate Family Member means spouse (current and former); domestic partner (or equivalent); birth or adoptive child; parent, grandparent; grandchild; or the spouse or domestic partner (or equivalent) of a grandchild or grandparent. Immediate Family Member also includes sibling, stepparent, stepchild, stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Licensed Health Care Practitioner is any licensed physician or licensed medical practitioner, other than the Insured, the Certificateowner, or an Insured's Immediate Family Member.

Severe Cognitive Impairment is the deterioration or loss of intellectual capacity that is comparable to, and includes, Alzheimer's disease and similar forms of irreversible dementia, resulting in a deficiency in the Insured's:

- Short or long term memory;
- Orientation as to person (such as the person's identity), place (such as the person's location) and time (such as day, date and year);
- Deductive or abstract reasoning; or
- Judgment as it relates to safety awareness,

which requires Substantial Supervision.

Stand-By Assistance is the presence of another person within arm's reach of the Insured that is necessary to prevent, by physical intervention, injury to the Insured while the Insured is performing the Activities of Daily Living.

Substantial Assistance is Hands-On Assistance or Stand-By Assistance.

Substantial Supervision is the continual supervision by another person to protect a person with a Severe Cognitive Impairment or others from threats to health or safety (such as may result from wandering). Such supervision may include cueing by verbal prompting, gestures or other similar demonstrations.

B. Limitations Of The Chronic Care Benefit

(1) **This is a life insurance certificate endorsement that accelerates the death benefit on account of chronic illness and is not a health insurance certificate providing long-term care insurance subject to the minimum requirements of New York Law, does not qualify for the New York State Long Term Care Partnership Program and is not a Medicare supplement certificate.**

(2) The Chronic Care Benefit does not provide for long-term care insurance or for nursing-home care insurance. The amount payable under this feature may not be enough to cover the Insured's medical, nursing-home, or other bills.

(3) Receipt of the Chronic Care Benefit available under this Endorsement **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.

(4) Only the Certificateowner has the right to accelerate the death benefit payment. A Chronic Care Benefit payment will not be allowed if the Certificateowner is required to request the payment by any third party (including any creditor, government agency, trustee in bankruptcy, or any other person) or as the result of a court order. The Certificateowner cannot be required to apply for the accelerated death benefit before qualifying for Medicaid.

(5) The Chronic Care Benefit will be capped at the maximum amount allowed by the Internal Revenue Code in section 7702B(d)(4). This maximum is calculated as the per diem dollar amount on the first day of the period for which the acceleration is being made multiplied by three hundred sixty-five (365).

(6) The right to a Chronic Care Benefit automatically ends if and when:

- An accelerated death benefit payment has been made; or
- The Certificate terminates for any reason.

C. Amount of Payment

Eligible Amount For The Chronic Care Benefit

The period of the benefit payment will be retroactive to include the required 90 days and may at the Certificateowner's request be retroactive for up to 12 months, if the Insured's Chronic Illness is certified for that period by the Licensed Health Care Practitioner.

- When The Certificate Is In Full Force

The Eligible Amount for the Chronic Care Benefit is determined on the date we approve the request to accelerate the death benefit, and is 50% of the Face Amount plus any paid-up additions. The Eligible Amount for the Chronic Care Benefit does not include the amount of benefit under any Rider, unless otherwise specified in the Rider.

- When The Certificate Is In Force After Lapse

If the Certificate is in force as paid-up life insurance, under its Lapse Benefit section, a Chronic Care Benefit is still available.

The Eligible Amount for the Chronic Care Benefit is determined on the date we approve the request to accelerate the death benefit. The Eligible Amount for the Chronic Care Benefit is 50% of the amount of paid-up life insurance plus any paid-up additions. The Eligible Amount for the Chronic Care Benefit does not include the amount of benefit under any Rider, unless otherwise specified in the Rider.

The amount of the Chronic Care Benefit payment will be fixed at the time we approve the request to accelerate the death benefit. The amount of the Chronic Care Benefit payment is the Eligible Amount for the Chronic Care Benefit, less the sum of:

- The actuarial discount for exercising the Chronic Care Benefit; plus
- Any due but unpaid premiums; plus
- 50% of any Certificate Debt outstanding.

D. Actuarial Discount For Exercising The Chronic Care Benefit

There is not a premium charge for the Chronic Care Benefit. There is an actuarial discount for exercising the Chronic Care Benefit. The actuarial discount is a percentage of the Eligible Amount for the Chronic Care Benefit, and is determined based upon the Attained Age of the Insured on the date we approve the request to accelerate the death

benefit.

Insured Attained Age	Actuarial Discount As A Percentage Of The Eligible Amount For The Chronic Care Benefit
Under age 35	36%
Ages 35-44	27%
Age 45 and above	18%

E. Effect On Certificate For Exercising The Chronic Care Benefit

Any Riders not included in determining the Eligible Amount for the Chronic Care Benefit will not be affected; they will continue in accordance with their terms. If the Certificate has a Waiver of Premium Rider and premium is not currently being waived at the time a Chronic Care Benefit is paid, we will review your eligibility for any Waiver of Premium Rider benefit as a result of the due proof of Chronic Illness.

For the Certificate, the amounts of insurance and all values, excluding any dividend accumulations, will be reduced by 50%. Premiums for the Certificate will be based on the reduced amount of insurance. Any outstanding Certificate Debt will also be reduced by 50%.

- F. Illustrative Example of Chronic Care Benefit:** This example assumes the Insured age 45, purchased Group Whole Life Insurance with a \$50,000 face amount. The Insured is attained age 55, with a \$50,000 face amount and a loan outstanding of \$1,000 immediately prior to exercising the Chronic Care Benefit. The Chronic Care Benefit is exercised on the Certificate anniversary and the benefit payment is \$20,000. Here is how the Chronic Care Benefit payment is calculated for this example.

Eligible Amount for the Chronic Care Benefit	\$25,000
<i>(50% of the face amount plus any paid up additions)</i>	
<i>Less the sum of:</i>	
<i>Actuarial Discount</i>	\$4,500
<i>(18% of the Eligible Amount for the Chronic Care Benefit)</i>	
<i>Any due but unpaid premium</i>	\$0
<i>50% of any Certificate Debt Outstanding</i>	<u>\$500</u>
<i>(50% of \$1,000)</i>	
	\$5,000
Chronic Care Benefit Payment	\$20,000

The chart below illustrates the certificate values prior to and immediately following the payment of the Chronic Care Benefit.

	Before Acceleration	After Acceleration
Face Amount	\$50,000	\$25,000
Annual Premium	\$ 990	\$ 519
Certificate Debt Outstanding	\$ 1,000	\$ 500
Guaranteed Cash Value	\$ 4,972	\$ 2,486
Cash Surrender Value	\$ 3,972	\$ 1,986
Loan Amount Available	\$ 3,972	\$ 1,986
Death Benefit Payable	\$49,000	\$24,500

When a Terminal Illness Benefit or a Chronic Care Benefit payment is made, we will send the Certificateowner revised Certificate Specifications. An Accidental Death Benefit Rider if attached to the Certificate, is not affected by the accelerated death benefit.

Upon request for a Terminal Illness Benefit or a Chronic Care Benefit payment, the Certificateowner will be given a statement illustrating the effect of the acceleration of the death benefit on the Certificate. This is a disclosure statement only. Detailed information is contained in the issued Certificate. The terms of the issued Certificate take precedence over the information in this disclosure statement.