## APPENDIX – KEY TERMS & DEFINITIONS

MassMutual – MaxElect 13 | Age 65+ | New York Only

Waiting Period: 60 Days Benefit Period: 24 months

**Conditional Renewable** - The base 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. We 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 inforce:

- 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 we will waive the requirement of a doctor's care.

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.

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 - We 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. We 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. We will not require proof of insurability.

## **APPENDIX – KEY TERMS & DEFINITIONS**

MassMutual – MaxElect 13 | Age 65+ | New York Only

## We Do Not Cover Any Disability:

- 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.

**Termination** - This Policy will terminate on the earliest of the following dates:

- 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 we will refund any unearned premium to the premium payor;
- 5. As of the date we receive your written request at the Home Office and we will refund any unearned premium to the premium payor.

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

We 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 we will refund any unearned premium to the premium payor;
- 5. As of the date we receive your written request at the Home Office and we will refund any unearned premium to the premium payor.

## 3/12 - Limitation of Pre-Existing Conditions for Coverage with Simplified Underwriting

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.