



# Disability Income Insurance

Reference Manual for Fully Underwritten Business

- Radius Choice<sup>SM</sup>
- Radius<sup>®</sup>
- Radius Transition Select
- RetireGuard<sup>®</sup>
- Business Overhead Expense
- Buy-Sell

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# Foreword

This guide provides company representatives with basic information ordinarily needed for the solicitation, writing and servicing of MassMutual's disability income insurance business. It contains general information as well as policy provisions.

The rules and regulations that govern these provisions may vary from state to state and may deviate from what is stated in this guide. Information in this guide will continue to apply until it is revised, and is subject to change without notice, as circumstances require.

All references to 21, 15, 12, 10, 07, 04, 01, and 98 refer to a particular policy series. These are not policy names and should not be used in marketing or advertising materials.

# Section 1

## General Information

### SECTION 1

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# General Underwriting Information

## Contact Information

For customer service questions or concerns, please contact our staff toll-free at **1-800-272-2216**, Press 3 for Disability, between the hours of 8 a.m. and 8 p.m. Eastern Standard Time. One of our experienced Customer Service Representatives will be glad to assist you.

## General Information

The purpose of disability income insurance is to ease the severe financial hardship that often results from a loss of earned income due to a lengthy disability. This manual will provide information to assist producers in the disability income insurance sales and underwriting processes.

## Submission of a Complete Application Package and Completing the Application

### Complete Application Package

The Complete Application Package is the most effective way to get DI cases issued quickly and to ease the requirement-gathering process during underwriting. Producers that submit complete applications generally have policies approved at a considerably faster rate than producers with applications that are missing requirements. A Complete Application Package includes the following:

- Correct application for product and state
- Signed by the applicant
- All questions answered, including non-medical questions
- Appropriate financial information (see [page 3-8](#) for requirements)
- Blood (draw) ticket<sup>1</sup>
- IPM (Initial Premium Management) transmittal form, regardless of prepayment
- DI illustration
- Validated GIN/BIN form (for Multi-Life or Buy-Sell)
- HIV consent form (where required)
- Complete A50 (CMI or Tele-CMI)<sup>1</sup>
- Cover letter
- APS ordered<sup>1</sup>
- HIPAA FORMS

<sup>1</sup> See DI1053 for appropriate Age and Amount Requirements and for when to order APS prior to submission.

Complete applications lead to quicker underwriter decisions, faster commission check, and a faster delivery of the policy to the applicant. Tips to completing the application:

- Answer all questions accurately and completely
- Provide full details of any questions that require explanation
- Ensure that the applicant initials all “cross outs” so as to avoid amendments
- Report precise earned and unearned income
- List existing coverage from all sources including individual, group, association, and salary continuation
- Details should include waiting and benefit periods, and whether or not any coverage is offset by, or integrated with, Social Security benefits

## Occupation

The applicant’s occupation plays a much more important role in the underwriting of disability insurance than it does in the underwriting of life insurance. When classifying a client into an occupation class, we consider the following:

- Type of duties performed (sedentary vs. manual labor)
- Variety of duties performed (and percent of time devoted to each)
- Stability of earnings and employment
- Number of years in occupation

See also the Occupation Section beginning on [page 2-1](#) for more information on analyzing occupations.

## Express DI Underwriting<sup>1</sup>

Through our Express DI Underwriting program, applicants who meet certain criteria are eligible to apply for fully underwritten individual disability income (DI) insurance coverage and/or Business Overhead Expense (BOE) coverage with fewer requirements.

Agents simply submit a completed fully underwritten application. MassMutual will request Medical Information Bureau (MIB), Milliman Claim Data Check and prescription (RX) checks.<sup>2</sup> Full program details are described below.

This program applies for new DI business submissions only.<sup>1,3</sup>

<sup>1</sup> MassMutual reserves the right to discontinue the underwriting program at any time.

<sup>2</sup> MassMutual reserves the right to order additional requirements based on cause. This may include a Personal History Interview, Supplementary Health Statement and/or Attending Physician Statement. We also reserve the right to rate, modify, exclude or decline coverage based on our findings.

<sup>3</sup> When in combination with a Life sale, we will hold for Life’s published age and amount requirements for our review.

## EXPRESS DI UNDERWRITING GUIDELINES

	Radius Choice	Business Overhead Expense (BOE)
Issue Age	Up to age 50	Up to age 50
Annual Income	At least \$30,000 <sup>1</sup>	At least \$30,000 <sup>1</sup>
Occupation Class	3A, 3P, 4A, 4P, 5A, 5P	3A, 3P, 4A, 4P, 5A, 5P
State Availability	All states with exception of Puerto Rico	All states with exception of Puerto Rico
Maximum Monthly Benefit	\$10,000 <sup>2,4</sup>	\$10,000 <sup>3,4</sup>
Waiting/Elimination Period	90 days and above	All
Benefit Period	All	All
Available Riders	All <sup>5</sup>	All
Applications	Fully completed A2000 application and <ul style="list-style-type: none"> <li>• Up to \$6,000 – CMI or Tele-CMI</li> <li>• \$6,001–\$10,000 – Tele-CMI</li> </ul>	Fully completed A2000 application, CMI, BOE Supplement
Financial Requirements	<ul style="list-style-type: none"> <li>• Up to \$6,000 – No financial requirements needed</li> <li>• \$6,001–\$10,000 – Published financial requirements</li> </ul>	No financial requirements needed

<sup>1</sup> Starting Professionals will be based on SP Limits by specialty not to exceed the Maximum Monthly Benefit.

<sup>2</sup> Includes inforce and applied for coverage (excluding Group LTD) with any carrier and MassMutual.

<sup>3</sup> Includes inforce and applied for coverage with any carrier and MassMutual.

<sup>4</sup> Must qualify based on our published financial underwriting rules.

<sup>5</sup> If applying for the Benefit Increase Rider, client must purchase 75% of the maximum eligible benefit amount for the Base policy to qualify for this Rider.

See form DI1982 which can be located on FieldNet, for complete program specifications.

### Radius Choice Executive Select Program<sup>1</sup>

The Radius Choice Executive Select program is for your 5A and 4A clients with annual income of \$800,000 or more. Executive Select is one of the industry's only individual disability income insurance programs targeted to high income earning executives that provides non-cancelable, portable coverage with a level premium for the life of the contract.

This disability income insurance program enables executives to cover a larger percentage of their salaries than in the past, up to 50 percent of their pre-disability income at the time the policy is issued (provided they are insured under a Group Long-Term Disability [LTD] plan) to a possible maximum benefit of \$50,000 per month, or over a half a million dollars of tax-free income per year, if totally disabled. Individuals who do not have Group LTD may be eligible for up to 25 percent replacement.

See form **DI1961m**, which can be located on FieldNet, for complete program specifications.

<sup>1</sup> Medical and Dental Occupations are not eligible for this program. Not available in CA, FL, or PR.

## Starting Professional Program Guidelines

Certain applicants in their final stages of training, or in the first two years of professional practice, may be eligible for special issue limits based on anticipated income. The base monthly amounts listed below can be applied for as all-basic coverage, or in combination with the appropriate Social Insurance Rider amount. The Catastrophic Disability Benefit Rider (CAT) and RetireGuard Rider are also available in the amounts shown below. The “first 2 years limits” are available to starting professionals during their first two years in professional practice or within 180 days before completion of their residency or fellowship (medical/ dental specialties) or graduation programs for all other starting specialties.

All limits will be offset by any existing coverage in-force or applied for, however Group Long Term Disability (GLTD) coverage will not be considered when determining the amount of available coverage for physicians and dentists applying under the Starting Professional Program during their first year in professional practice. GLTD should be included on the application as total inforce and applied for coverage cannot exceed our published Maximum Issue and Participation Limits. Or we can consider using a signed employment contract using their new salary up to 180 days before the actual start date when determining the eligible monthly benefit amount — proof of contract is required and we will offset for any GLTD. **Subject to underwriting review.**

Starting medical professionals will be classified in the 3P occupation class, unless a “specialty” is declared that would classify them in a different occupation class. Please refer to the “Occupation Classification” listing later in this guide for the specialty listing.

See [page 5-68](#) for BOE Starting Professional Guidelines and [page 5-80](#) for Buy-Sell Starting Professional Guidelines.

### DI – STARTING PROFESSIONAL PROGRAM

Specialty	Base Amount	CAT Rider	RetireGuard® Rider
<b>Actuary</b>			
First 2 years	\$4,500	\$4,500	\$750
Student (final year)	\$2,500	\$2,500	\$250
<b>Architect</b>			
First 2 years	\$4,500	\$4,500	\$750
Student (final year)	\$2,500	\$2,500	\$250
<b>Attorney</b>			
First 2 years	\$4,500	\$4,500	\$750
Senior year law students	\$2,500	\$2,500	\$250
Paralegal	\$2,500	\$2,500	\$250
Paralegal Student (final year in Master’s degree program)	\$1,500	\$1,500	\$250

**DI – STARTING PROFESSIONAL PROGRAM**

<b>Specialty</b>	<b>Base Amount</b>	<b>CAT Rider</b>	<b>RetireGuard® Rider</b>
<b>Computer/Information Technology (Degreed)</b>			
First 2 years	\$4,500	\$4,500	\$750
Student (final year)	\$2,500	\$2,500	\$250
<b>CPA</b>			
First 2 years	\$4,500	\$4,500	\$750
Accounting Student (final year)	\$2,500	\$2,500	\$250
<b>CRNA</b>			
First 2 years	\$4,000	\$4,000	\$750
Student (final year)	\$2,000	\$2,000	\$250
<b>Dentist</b>			
DDS, first 2 years in specialty	\$6,000	\$6,000	\$1,000
DDS, first 2 years in general	\$5,000	\$5,000	\$1,000
Dental resident/intern	\$4,000	\$4,000	\$750
Dental student (final year)	\$2,500	\$2,500	\$250
<b>Doctor M.D., D.O.</b>			
First 2 years	\$7,500	\$7,500	\$1,000
2nd through last year resident	\$5,500	\$5,500	\$1,000
First-year resident	\$5,500	\$5,500	\$1,000
Interns	\$3,000	\$3,000	\$500
3rd & 4th year medical student	\$2,500	\$2,500	\$250
<b>Economist/Statistician</b>			
First 2 years	\$4,500	\$4,500	\$750
Student (final year)	\$2,500	\$2,500	\$250
<b>Engineer</b>			
First 2 years	\$4,500	\$4,500	\$750
Student (final year)	\$2,500	\$2,500	\$250
<b>Nurse Practitioner</b>			
First 2 years	\$4,000	\$4,000	\$750
Student (final year)	\$2,000	\$2,000	\$250
<b>Optometrist</b>			
First 2 years	\$4,000	\$4,000	\$750
Student (final year)	\$2,000	\$2,000	\$250
<b>Pharmacist</b>			
First 2 years	\$4,500	\$4,500	\$750
Senior Pharmacy student	\$2,500	\$2,500	\$250

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## DI – STARTING PROFESSIONAL PROGRAM

Specialty	Base Amount	CAT Rider	RetireGuard® Rider
<b>Physician Assistant</b>			
First 2 years	\$4,000	\$4,000	\$750
Student (final year)	\$2,000	\$2,000	\$250
<b>Physical Therapist (DPT)</b>			
First 2 years	\$3,000	\$3,000	\$500
Student (final year)	\$2,000	\$2,000	\$250
<b>Podiatrist</b>			
First 2 years	\$4,000	\$4,000	\$750
Residents & Students (final year)	\$2,000	\$2,000	\$250
<b>Psychologist (PHD)</b>			
First 2 years	\$4,000	\$4,000	\$750
Resident	\$2,000	\$2,000	\$250
<b>Scientist (Master's Degree or PHD)</b>			
First 2 years	\$4,000	\$4,000	\$750
Student (final year)	\$2,000	\$2,000	\$250
<b>Senior MBA</b>	\$2,000	\$2,000	\$250
<b>Veterinarian</b>			
First 2 years	\$4,500	\$4,500	\$750
Senior veterinary students	\$3,000	\$3,000	\$500

## Discounts

Available discounts for fully-underwritten policies (non-Guaranteed Standard Issue)

- 5% First-Year Life/DI Cross-Sell
- 10% Spouse Discount

See [page 4-1](#) for information on Association and Multi-Life discounts.

### First-Year Life/DI Cross-Sell Discount<sup>1</sup>

The first-year life/DI discount provides a 5% reduction off the insured's first-year annual DI premium when he/she purchases MassMutual life insurance and Radius Choice concurrently, or if life insurance was purchased within the six months prior to the quote date of Radius Choice. The discount is only allowed at time of the DI policy issue, and is not available in combination with the association, multi-life or large case discounts.

- For BOE, the 5% first-year discount will apply when a Massachusetts Mutual life insurance or Radius Choice policy is purchased concurrently with a Business Overhead Expense policy (BOE-01).
- For Buy-Sell, the 5% first year discount will apply when a Massachusetts Mutual life insurance or Radius Choice policy or Business Overhead Expense policy is purchased concurrently with a Buy-Sell policy.

See individual product specification charts for specific discount information.

<sup>1</sup> Not available in New York.

## Spouse Discount

A 10% Spousal Discount is available if an applicant purchases or has inforce, a Radius Choice, BOE or Buy-Sell policy. The spouse may purchase a Radius Choice Individual policy.

### Features:

- 10% permanent discount for original applicant and spouse IF policies are applied for concurrently, and no other discount exists (applies to sex-distinct rates)
- 10% permanent discount for spouse on a fully-underwritten policy (applies to sex-distinct rates)
- 10% first-year commission reduction

### Discount:

- Individual Sale** — 10% permanent discount to both spouses  
Applies when individual and spouse policy are sold concurrently — concurrent meaning that Part I of each application must be signed within 45 days of the other
- Individual Sale** — 10% permanent discount to spouse  
Applies when spouse policy is sold outside of guidelines above; 10% discount available to the second to apply
- Multi-Life/Association Sale then Individual policy to spouse** — 10% permanent discount to spouse  
A 10% discount is available to the individual not initially offered a discount; only one discount per person will apply

## Concurrent Life and Disability Income Applications

When life and disability income (including Business Overhead Expense) are applied for concurrently, medical underwriting requirements for the life part of the application will prevail unless the disability sections necessitate more extensive requirements. Financial requirements are necessary for all disability applications unless applying under the Starting Professional Limits or the Express DI Underwriting Program.

## Travel and Residence Guidelines

**Foreign Travel** — U.S. citizens planning brief foreign trips (not to exceed 60 continuous days or 120 days total within a one-year period) for business or pleasure will be considered for coverage.

**Any individual with foreign travel exceeding 60 continuous days, or who travels to areas deemed unsettled or dangerous, will not be offered coverage.**

**Foreign Residence** — U.S. citizens planning to reside outside the U.S. for greater than 60 days will not be considered for coverage.

**Non-U.S. Citizens Living in the U.S.** — Clients who are not U.S. citizens, but are living full-time in the U.S., will be considered if they meet the following criteria:

- Occupational Classes: 5A, 5P, 4A, 4P, 3A and 3P
- Residing in the U.S. for at least 3 years
- Owns personal assets in U.S.
- Family members residing in U.S. (even more favorable if U.S. Citizen)
- Has established healthcare provider in U.S.
- Plans to remain in U.S.
- No frequent foreign travel

A Non-Citizen, and/or Foreign Travel and Residence Supplement, form **F6290** can be obtained from FieldNet or WarehouseXpress.

## Overinsurance Guidelines

Disability Income Coverage is offered to clients based on a percent of their current earned income. That percent is ordinarily between 60% and 80%, and varies, depending upon whether the benefits will be taxable or non-taxable and whether Group LTD coverage is inforce. Coverage is offered at this replacement ratio percent so that the insured has incentive to return to work.

Clients who currently have coverage that exceeds our Issue and Participation Limits based on income (i.e., do not financially qualify for additional coverage) are not eligible to apply for additional coverage or products. However, we will issue the following riders and amounts to those clients **NOT** overinsured based on income, but whose coverage does exceed our maximum I & P occupation class limits:

**RetireGuard® (RG) Rider or Stand Alone** — up to \$3,000 over our current maximum I & P occupation class limits

**Catastrophic Disability Benefits rider** — up to \$15,000 over our current maximum I & P occupation class limits

### Example

- 38 year-old, **3P** (dentist) occupation class, income = \$500,000 and IDI inforce = **\$15,500**, annual retirement contribution = **\$40,000 (\$3,333/mo)**

The client does financially qualify for amount of coverage inforce, however, he/she as a 3P occupation class, is subject to a Maximum Issue Limit of \$15,000. While additional disability income coverage to protect income cannot be offered, RetireGuard® can be offered as follows:

- Total Maximum Occupation Class Issue Limit = \$15,000 plus \$3,000 allowed for RG = \$18,000
- Maximum RG allowed = \$18,000 – \$15,500 (DI inforce) or \$2,500

## Policy Placement

Wastage comprises all policies submitted to the Home Office but later declined, not-placed, or postponed (underwriting was not completed). Improving the ratio of policies issued and placed is important because compensation, time service, agency and product costs, and customer satisfaction are positively impacted. Our goal is to place at least 75% of the fully-underwritten policies submitted on an annual basis – that is, no more than 25% should be declined, not-placed, or postponed.

When a policy is not placed, producers lose money because their time was spent working on business for which they will receive no commission. Also, when DI New Business underwriters spend time working on a case that is not placed, their overall time service is slowed on other cases that have a greater chance of being issued and paid for.

### What can you do to improve policy placement?

- Submit complete application packages (see [page 1-1](#) for definition)
  - Answer all questions
  - Provide complete medical and financial information
  - Fulfill state requirements
- Call DI Pre-Sale Support (**1-800-272-2216**, press 3 for DI) to ask medical or financial underwriting questions
- Avoid submitting applications to more than one carrier
- Order APSs up front (Refer to the Disability Income New Business Underwriting Requirements Guide, **DI1053** for age, amount and causal APSs)
- Submit a survey form as recommended by the Disability Income New Business Underwriting Requirements Guide when a potential client has unusual medical/financial problems

## Avocations

The underwriting of individuals engaged in hazardous sports and avocations varies based on case dynamics. Generally an individual, whose income is derived wholly or partially from participation in a hazardous sport or avocation, will not be issued any coverage. Other situations that may prevent issuance include individuals participating in several hazardous sports and avocations, or an individual

who works in an occupation that may be associated with a hobby, if that person derives income or financial benefit from the combination of activities. Examples include an automobile mechanic who also races stock cars, or a scuba diver that also engages in salvage activities. It is important that full details of the proposed insured's interest or participation be furnished. A preliminary inquiry should be made if there is any question as to whether or not the proposed insured will qualify.

An **avocation supplement**, form **A3320**, can be obtained from FieldNet or WarehouseXpress. Form **A3320** must be completed whenever the applicant participates in: underwater diving; automobile, motorcycle, motorboat, or snowmobile racing; hang gliding; para-sailing; para-kiting; parachuting; sky diving; mountain climbing; mountain biking; or any other forms of hazardous activities.

## Exclusion and Benefit Limitation Riders

Many of the above avocations can be handled by use of an exclusion or limited condition rider. The rider must apply to the entire contract.

In New York, exclusion riders and extra premiums are permitted only for the activities listed. For other activities, neither a rider nor an extra premium is allowed. The policy must be issued standard or the application is denied. Therefore, complete information regarding the type and the extent of the activity is critical.

### LIST OF AVOCATIONS BY STATE

The following activities may be excluded in the states indicated.

#### All states EXCEPT Michigan and New York:

Aviation	Water skiing
Hang gliding	Mountain climbing
Sky diving or parachute jumping	Cave exploring
Automobile or motorcycle racing	Hunting
Powerboat racing	Boxing
Skin or scuba diving	Wrestling
Rodeo performing	Surfing
Skiing or ski jumping	

#### In Michigan:

Aviation	Powerboat racing
Sky diving or parachute jumping	Skin or scuba diving
Automobile or motorcycle racing	Rodeo performing
Hunting	

#### In New York:

Aviation	Hang gliding
Sky diving or parachute jumping	

## Medical Underwriting

There are major differences between life and disability income underwriting:

- Disability Income underwriting usually requires a more extensive medical information base
- The frequency and probability of disability claims are under the control and management of the insured to a much greater degree than life claims

In life insurance, mortality is the major concern (i.e., how long will the applicant live). In disability income, the main consideration is morbidity (i.e., whether or not the insured will become disabled).

**Field Underwriting plays a major role in the underwriting process. Providing detail and complete financial, medical, and avocation information with the application is the key to a timely decision.**

### Modified Risks

Certain classes of risks, not eligible for coverage at standard rates, may be considered subject to an extra premium, reduced benefit amount, and/or shorter benefit periods. Many impairments have a more serious effect on the cost of disability insurance than on life insurance. For example, some cases of psychological/emotional disorders may qualify for standard life insurance, but may be ineligible for disability or overhead expense coverage on any basis; or favorable cases of diabetes eligible for life insurance with a moderate rating would require a relatively higher rating for disability coverage. Musculoskeletal problems, such as back history, are not significant for life insurance, but are a concern for disability insurance. Due to this differentiation, Attending Physicians Statements are more frequently requested for disability applications.

Please refer to the Disability Income Insurance New Business Underwriting Requirements Guide, **DI1053**, for those conditions that would necessitate an Attending Physician's Statement (APS) at time of underwriting.

### Build

Significant degrees of obesity may be considered for coverage, provided there are no related impairments and the family history is favorable. The following Build Chart is for both men and women. If the client is within 10 lbs. of the ratable limit, Physical Measurements will be required. Underwriting action will be driven by where the applicant falls within the chart, and the coverage amount and policy design applied for. Offers may range from a small rating, to a reduced benefit period and large rating. Applicants who fall outside of the Build Chart may not be eligible for coverage, and a survey application is recommended.

**BUILD CHART**

Height Feet/Inches	Maximum Standard Weight	Uninsurable Weight
4-10	143	201
4-11	148	208
5-0	153	215
5-1	158	222
5-2	164	229
5-3	169	237
5-4	174	244
5-5	180	252
5-6	186	260
5-7	191	268
5-8	197	276
5-9	203	284
5-10	209	292
5-11	215	301
6-0	221	309
6-1	227	318
6-2	233	326
6-3	240	335
6-4	246	344
6-5	250	355
6-6	255	360

**Survey Applications**

Survey applications should be submitted when a medical history is significant enough where an offer may not be possible. A survey application is only underwritten medically. Survey applications help manage costs, as well as avoid agency wastage.

Examples of situations where a survey application should be submitted include:

- Psychological/emotional disorders
- Diabetes
- Cardiac history
- Build that falls off our chart
- History of alcohol and drug use
- Cancer

A survey application, form **A3050**, can be obtained through FieldNet or WarehouseXpress. Please consult with your Underwriter if you are unsure if a formal application should be taken.

Most histories of psychological and emotional disorders may not qualify for coverage, particularly if rated for life insurance.

Some alcohol/substance abuse problem cases may be considered, however, the maximum benefit period will be limited. Generally, a period of five years of recovery supported by job and lifestyle stability are necessary before any type of disability income insurance can be offered. Certain alcohol/substance abuse problem cases (particularly those involving a history of severe excesses or institutional or medical treatment) will not qualify on any basis, even if the history is sufficiently in the past to permit standard life insurance.

If there is any information indicating the possibility of a rating for life insurance, disability income should not be proposed without consulting DI New Business preliminarily for an opinion. Policies will usually be issued on a rated basis at ages 18 to 64.

### Attending Physician Statements

Medical records may be required in order to develop details surrounding medical treatment received by the proposed insured. Records may be needed due a recent physical examination and/or due to cause (certain medical conditions and/or multiple co-morbid conditions).

Any questions regarding use of this section can be directed to any DI Underwriter or Relationship Manager.

### Guidelines for requesting APS

Producers/agency staff or Underwriters may order APS from EMSI or directly from the Medical Facility. Ordering an APS before the application is submitted to underwriting can save significant time.

Before ordering an APS, the following factors should be considered:

- Age, amount applied for, and recentness of last physical
- When there is complicated medical history with several physicians treating the proposed insured, an underwriter should be contacted to determine which records to order
- The complete name and address of all physicians and medical facilities should be included with the application in order to expedite APS ordering
- If the proposed insured has been rated or declined by another company or if there is any doubt regarding insurability, no APS should be ordered. In those situations a Survey Application should be submitted

The below information should be used as a guideline for determining when an APS may be needed. Each individual application and the specifics of the case will determine the underwriting action. The producer should use judgment with respect to conditions not addressed. If there is doubt, an Underwriter should be consulted.



**Physical Examinations** — APS for routine physical exams or check-ups may be required in accordance with the following monthly benefit amount being applied for as well as overall case factors:

### PHYSICAL EXAMINATIONS

Age	Time Since Physical	Monthly Benefit Amount
18–45	Within 90 days	Greater than \$7,500
46–64	Within 90 days	Greater than \$5,000
65–70	Within 12 months	Greater than \$1,000

**Medical Conditions** — APS may be required due to cause. Examples of cause but not limited to:

### MEDICAL CONDITIONS

Medical Condition	APS recommended if currently being treated or was diagnosed within the past number of years
Alcohol/Drug Abuse	APS in all cases
Arthritis (Rheumatoid/Osteoarthritis/Psoriatic)	5 years
Blood disorders (ITP, hypercoagulable state, anemia over the age of 50)	10 years
Cancer, Tumor or Polyps	APS in all cases
Cardiac/circulatory disorders (to include but not limited to Palpitations, Chest pain, Angina)	10 years
Diabetes	APS in all cases
Disorder of the Digestive system (to include but not limited to Crohn's disease, Ulcerative Colitis, Ulcerative Proctitis, Barrett's esophagus)	5 years
Epilepsy, Seizures, Tremors, Vertigo, Stroke or any Impairment of the nervous system	10 years
Fibromyalgia/Chronic Fatigue Syndrome	APS in all cases
Glaucoma	5 years
Kidney Disorder (other than stones)	5 years
Hypertension	10 years
Liver disorder	5 years
Lung Disorder (to include but not limited to COPD, Emphysema, Tuberculosis)	APS in all cases
Meniere's Disease	5 years
Mental/Nervous or Cognitive disorders (other than situational)	10 years
Optic Neuritis/Uveitis/Iritis	APS in all cases
Sleep Apnea	5 years

## Exclusion Riders

Certain risks, where physical findings or medical histories indicate a more than normal possibility of disability, may be insured with an exclusion rider. An exclusion rider excludes MassMutual's liability for disabilities caused or contributed to by the particular impairment excluded. Examples are back disorders, arthritis, and joint disorders (knees, etc.). Other impairments, such as existing kidney stones, can require an exclusion rider because surgery may be elected and could result in a claim under the policy. In some situations, an exclusion rider will be used to extend the waiting period or limit the benefit period on a specific impairment. This allows a shorter policy waiting period and longer benefit period on everything else.

In some cases, in addition to an exclusion rider, an extra premium will be required because the rider itself does not exclude all extra hazards arising from the specific physical finding or medical history. An exclusion rider can also be used to exclude disabilities resulting from a specific activity or activities. (See Avocations on [page 1-9](#) and Modified Risks on [page 1-11](#).)

Any exclusion rider must be dated and signed by the insured and returned to the Home Office for a valid contract to be in force.

## Limited Condition Riders

These riders are a more liberal alternative to full exclusion riders. Specifically, if disability is due to the impairment or avocation described in the benefit limitation condition rider, a limited benefit will be paid for that disability. As in any other situation, income payments will stop if the insured is no longer disabled. The limitation does not apply to the waiver of premium benefit. Waiver will be allowed as if the rider did not exist.

Whether or not a limited condition rider will be offered in any particular case is at the discretion of DI New Business Underwriter. As is the case with total exclusion riders, any limited condition rider must be dated and signed by the insured and returned to the Home Office for a valid contract to be in force.

## Rated Cases

An extra premium classification (rating) is occasionally necessary due to either medical or non-medical (example, poor driving record) factors. The rating is expressed as a percentage increase in either the sickness portion and/or the injury portion of the standard premium. If a policy is rated, some riders are not available. See the underwriting approval message for details as to the rating.

Dividends, if applicable, are not paid on the rating.

If there are any riders attached to the policy, the additional premium must be calculated for each of them.

## Reconsideration of Modified Risks

Policies modified and issued other than applied for, i.e., an exclusion rider and/or rating, can potentially be re-evaluated at some time in the future if new medical information is available for our review. If the underwriter determines that there is a reduction in the risk, the modification may be removed or reduced. See the underwriting approval message for details regarding reconsideration period.

## Policy Administration

### Replacements

In some situations, the MassMutual applicant has decided to replace coverage inforce with another company. This should be decided only after fully discussing and considering the advantages and disadvantages of that particular replacement. When replacement is elected, the terminating policy amount and carrier must be listed in the Part 1 replacement question. This same information, plus the date to which premiums on the terminating policy are paid, must be listed in the replacement section of the application. When qualification for MassMutual DI is contingent on replacement of existing coverage, completion of our application should be deferred until two or three months prior to the premium due date on the existing policy/policies. To avoid making the applicant pay for duplicate coverage, we can date our policy ahead as much as 90 days to coincide with the premium due date of the expiring policy.

The premium should not be collected prior to the effective date of the MassMutual policy. Delivery will be subject to an unmodified insurability statement.

See the Special State Requirements section on [page 1-17](#) for further information on replacement requirements.

### Policy Dating

#### **Backdating:**

All disability income insurance policies can be backdated to save issue age (including maximum issue age) for up to 60 days from the Part 1 signature date. Backdating to save age will still be subject to insurance age for underwriting requirements.

#### **Postdating:**

All disability income insurance policies can be postdated up to 90 days in advance **of the date of issue** but not to exceed 6 months from the Part 1 signature date. Premium is not accepted more than 10 days prior to the policy date.

## Policy Delivery Guidelines

Before a policy can be receipted by MassMutual and commissions paid, all delivery requirements must be submitted and returned to MassMutual's Home Office. These requirements include:

- PAC forms
- Signed & Dated Amendment Forms (when necessary)
- Signed & Dated Exclusion Forms (when necessary)

## Special State Requirements

### Applications

The general versions of Part 1 and Part 2 Applications are used in most states. Special versions of some of these forms are required. Please refer to the New Business Checklist located on FieldNet for special requirements and form numbers. Some states mandate the use of application supplements. If a supplement is required in your state, remember to send it to the Home Office along with the Part 1.

### State Specific Forms

For state specific forms required for application submission, please refer to the New Business Checklist located on FieldNet.

### Replacements

Some states currently require that a "Notice to Applicant Regarding Replacement of Health Insurance" form be given to the proposed insured when existing coverage with MassMutual or any other company is being replaced by another policy. The content of such replacement forms varies on a state-by-state basis and is available in each agency/sales office. See the table on [page 1-19](#) for states that currently have replacement form requirements.

Two copies of each replacement form must be properly completed. One copy should be sent to MassMutual's Home Office and 1 copy should be given to the proposed insured.

### Outlines of Coverage

Certain states have enacted laws or regulations that mandate the use of Outlines of Coverage. The new generic forms are **OXL — RC –20 (Radius Choice)**. See the table on [page 1-19](#) for a listing of those states.

For those states that required an Outline of Coverage at time of application, the Signature page must be signed by the applicant and mailed to the Home Office with the paper application. A signed Signature page is required in order for the policy to be issued. The Outline of Coverage form can be obtained from FieldNet or WarehouseXpress.

## Risk Located States

Risk located states require agents to be licensed in the state of the insured's residence, in addition to the state where the Part 1 will be signed, if different. The following jurisdictions adhere to this rule:

### RISK LOCATED STATES

AK – Alaska	KS – Kansas	PR – Puerto Rico
AZ – Arizona	LA – Louisiana	WV – West Virginia
CO – Colorado	ME – Maine	
ID – Idaho	NM – New Mexico	

### RADIUS CHOICE APPLICATION FORMS

A2000	Disability Income Application
A52	Part 2, either a CMI or Tele-CMI
F26A	Agent's Certificate
N148-9000	Notice to Applicant
FR1133	Temporary Individual Disability Insurance Agreement

### MISCELLANEOUS APPLICATION FORMS

F200	Policy Change Supplemental Application
F306b	Internal/External Replacement Form
F4875	Short Form Disability Income Application
F100	Application for Additional Disability Benefits (FIO)
F26S	Supplemental Application for HIV Rider Benefits
A3320	Avocation
REIN(DI)	Reinstatement Application
F8186	Authorization for the Release of Personal Health-Related Information (HIPAA)

TABLE OF SPECIAL STATE REQUIREMENTS

State	Outline of Coverage	Replacement Form	State	Outline of Coverage	Replacement Form
Alabama	—	—	Montana	Yes <sup>1</sup>	—
Alaska	—	—	Nebraska	—	—
Arizona	—	—	Nevada	Yes <sup>1</sup>	—
Arkansas	Yes	Yes	New Hampshire	Yes <sup>1</sup>	Yes
California	Yes <sup>1</sup>	—	New Jersey	Yes	Yes
Colorado	—	Yes	New Mexico	—	—
Connecticut	Yes	Yes	New York	Yes	—
Delaware	Yes	Yes	North Carolina	—	—
DC	—	—	North Dakota	Yes <sup>1</sup>	—
Florida	Yes	Yes	Ohio	—	—
Georgia	Yes <sup>1</sup>	—	Oklahoma	Yes	Yes
Hawaii	—	—	Oregon	Yes <sup>1</sup>	—
Idaho	Yes <sup>1</sup>	Yes	Pennsylvania	Yes	Yes
Illinois	Yes	Yes	Puerto Rico	—	—
Indiana	—	—	Rhode Island	Yes	—
Iowa	Yes	Yes	South Carolina	Yes	Yes
Kansas	Yes	—	South Dakota	Yes	—
Kentucky	—	Yes	Tennessee	—	—
Louisiana	—	—	Texas	Yes <sup>1</sup>	Yes
Maine	Yes	Yes	Utah	Yes	Yes
Maryland	—	—	Vermont	Yes	Yes
Massachusetts	Yes	Yes	Virginia	—	Yes
Michigan	—	—	Washington	Yes	Yes
Minnesota	—	—	West Virginia	Yes <sup>1</sup>	Yes
Mississippi	—	—	Wisconsin	Yes <sup>1</sup>	Yes
Missouri	—	—	Wyoming	—	—

<sup>1</sup> Required at time of application. If policy is issued not as applied for, a new outline will be provided with the policy. For all other states the outline will be provided with the policy.

# Contract Changes

After the initial premium is reported any changes to the contract are handled by MassMutual's DI Customer Service Department.

The DI Customer Service Department can prepare quotes to determine the cost of a change, advise on requirements, process approved changes to the contract, apply appropriate commission adjustments and difference in premium adjustments (costs/refunds), and process lost policy agreements.

To initiate a request for a quote to reinstate or change the contract:

- Call DI Service Center at **1-800-272-2216**
- E-mail the form **DI6312** to [ContractChange@MassMutual.com](mailto:ContractChange@MassMutual.com)
- Or fax the Disability Income In-Force Illustration Request form, **DI6312**, to the In-Force Illustration Unit at **1-860-562-6130**.

The form **DI6312** is a fillable form and can be located on FieldNet.

## Requirements for DI Contract Changes

- Underwriting has the option to request additional financial and/or medical requirements after initial review
- Approval of any requested change is subject to the rules in effect at the time of the request
- State versions of some forms are required
- Please call the DI Service Center at **1-800-272-2216** for the availability of riders, waiting/benefit periods, and state requirements

**Re-dates of Paid Cases** — Cases in which the initial premium has been reported.

Re-dates are only processed when there was an issue error. Otherwise, we do not allow the re-dating of paid-for contracts.

## Right to Apply for Additional Benefits

MassMutual's disability income policies include the right to apply for additional benefits. A new application and proof of insurability is required. Current published underwriting guidelines will apply. The maximum amount of additional benefits that can be purchased is subject to the issue and participation limits at the time additional benefits are applied for. Not all riders are available under this provision.

The Right to Apply provides the insured with the ability to increase coverage under the base policy without purchasing an additional policy.<sup>1</sup>

<sup>1</sup> Does not apply to FlexElect Individual, FlexElect Multi-Life, or Radius 06 and Radius 12 in California. We will provide a new policy based on the current policy series being offered in the insured's contract state at the time of application for additional benefits.

**After-issue Rider Attachments** — Available on the Radius Choice product offering only.

These additions will require full medical and financial underwriting unless it is the exercise of a guaranteed option, such as FIO. Please refer to the underwriting guidelines for the application-eligible attachments and the requirements that are needed. Subject to state availability.

## Reinstatement

The guidelines have been streamlined and now apply to **ALL** DI policies serviced by MassMutual (NY and CA policies may have different requirements).

- Policies lapsed less than 63 days — **No underwriting is required**, policy is reinstated by paying the back premium. Grace period applies to only the first 31 days for coverage
- Policies lapsed between 63 and 180 days — Complete the required form, **REIN-97 (DI)** and back premium is due. The underwriter will determine if additional requirements are needed due to cause
- Policies lapsed between 181 and 365 days — Complete the required form **REIN-97 (DI)**, back premium is due and follow the age/amount-underwriting chart for the appropriate medical and financial requirements (see the Disability Income New Business Underwriting Requirements Guide, **DI1053**)

**We do not reinstate policies that have been lapsed for over one year.**

The form REIN (DI) can be located on FieldNet. Please note, form may be state specific.

## Types of Policy Changes

Please note, availability may be limited based on contract series. The form **F200** is required for the following:

**Rider Additions** — adding additional riders or options to a policy after issuance of the contract. These changes represent additional risk and will require full underwriting.

**Reductions in Coverage** — lowering the monthly benefit or removing riders after a contract has been paid for. These changes do not represent additional risk; therefore, no underwriting is required.

**Occupational Class Changes** — a change in occupation/duties that results in a more favorable occupation class designation. This change will require underwriter review and approval.

**Benefit Period Changes** — increases or decreases the length of the benefit period of the policy and/or riders. Decreases will not require underwriting while increases, which present additional risk, will.

**Waiting Period Changes** — increasing or decreasing the length of the waiting period of the policy and/or riders. An increase in the waiting period will not require underwriting while a decrease, which presents additional risk, will.



**Rating Adjustments/Removals** — removal or favorable adjustment of a substandard premium. This change will require underwriter review and approval.

**Exclusion Rider Adjustments/Removals** — certain risks, where physical findings or medical histories indicate a more than normal possibility of disability, may be insured with an exclusion rider. These riders can be adjusted to extend the waiting or benefit period on a specific impairment, or removed based on current medical information.

**Change in Tobacco Status** — if an insured has not used nicotine in any form within the last 12 months and is in as good health as when originally underwritten, subject to underwriter review, the policy may be changed to reflect non-smoker premiums. A current urine specimen will be required.

**Future Insurability Option (FIO)** — the FIO allows the insured to increase his/her monthly disability benefits during a specific “Option Period.” This option requires the form F100<sup>1</sup> and financial underwriting requirements will apply as noted in the underwriting guide. Medical underwriting will be required if the benefit amount applied for exceeds the purchase option amount or if the request for the option is not during the “Option Period.”

#### **Future Insurability Option (FIO) Guidelines for Radius — Pre FIO11<sup>2</sup>**

##### **Maximum FIO Pool**

- Through age 50 -  $2 \times (\text{Base} + \text{SIR benefits})$  to a maximum of \$10,000
- After age 50 -  $50\% \times (\text{Base} + \text{SIR benefits})$  to a maximum of \$10,000

**Minimum Exercisable Amount** — \$100

##### **Maximum Exercisable Amount**

- Through age 50 =  $1 \times (\text{Base} + \text{SIR})$
- Greater than age 50 = one half the initial Monthly Benefit (Base + SIR)

#### **Future Insurability Option (FIO) Guidelines for Radius — FIO11**

##### **Maximum FIO Pool**

- Issue Age 18–50 =  $3 \times (\text{base} + \text{SIR})$  to a maximum of \$10,000
- Issue Age 51–55 =  $50\% \times (\text{base} + \text{SIR})$  to a maximum of \$10,000

##### **Maximum Exercisable Amount**

- Age 18 - 40 = 3X base benefit
- Age 41 - 45 = 2X base benefit
- Age 46 - 50 = 1X base benefit
- Age 51 - 60 = 0.5 x base benefit

<sup>1</sup> For Buy-Sell and BOE form **F200** is required. **Forms F100** and **F200**, can be located on FieldNet or through WarehouseXpress.

<sup>2</sup> The combination of base + SIR + FIO pool will never exceed a maximum issue limit of \$20,000. Issue limits vary by state and occupation class. Please refer to [page 3-12](#) for specific limits.

## Contract Changes with Graded Premium

Future Insurability Option (FIO), Right to Apply (RTA), Automatic Benefit Increase (ABI) and Benefit Increase Rider (BIR)

- Increases will be issued with level premiums
- FIO and RTA will be issued at current rate book
- ABI will be issued at illustrated rate book
- BIR will be issued at current rate book

Increases to a policy with a graded premium, will result in a policy having both graded and level premiums.

### Waiting Period or Benefit Period Change

- New premium will be graded with attained age rates and original rate book will be used

### Adding a rider

- Rider will be issued with level premium, attained age rate and current rate book.
- Exception is for FIO Rider, if it is added after initial issue and policy was originally issued with Graded Premium, the FIO Rider will also be added with Graded Premium.

## CONTRACT CHANGES FORM NUMBERS AND NAMES

Function	Form Number	Product See Legend	Medical Requirements	Financial Requirements	State Specific
Right to Apply	A2000	XL	X	X	Y
FIO	F100	CM, XL		X	Y
DIPR	F100	MM		X	Y
AlB Renewal	F100	XL		X	Y
AlR Renewal	F100	MM		X	Y
Occ Class Change	F200	All Contracts		<sup>1</sup>	Y
Change to Non-tobacco Use	F200	All Contracts	Specimen		Y
Waiting Period Change	F200	Current Products Only	Decrease	X	Y
Benefit Period Change	F200	Current Products Only	Increase	X	Y
Rating/Exclusion Rider Removal	F200	All Contracts	X		Y
Rider Reduction or Cancellation	F200	All Contracts			Y
Rider Attachment	F200	Current Products Only	X	X	Y

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## CONTRACT CHANGES FORM NUMBERS AND NAMES

Function	Form Number	Product See Legend	Medical Requirements	Financial Requirements	State Specific
Decrease in Benefit Amount	F200	All Contracts			Y
Reinstatement	Rein (DI)	All Contracts	6 mo. +	6 mo. +	Y
BOE Conversion	A2000	All Contracts		X	Y
GSR Conversion	F200	XL		X	Y
Conversion of AIR/CMR/ARDI	F100	MM		X	Y
CRDIP Renewal	A1923	MM		X	Y
	A2000	MM			Y
Extending Beyond Age 65	A3DIS 9500	MM (NJ, NY, FL)			Y
	<sup>2</sup>	CM, XL			N
Disability Policy Cancellation Request	F6365	All			N
Duplicate Policy Request	F5307	All			N
Revocable Dividend Order	F5338	MM			N
Agency Transfer, Dividend Option Change, Dividend Withdraw	F5341	All			N
Name Change, Mode Change, Address Change	F6070	All			N
Ownership Change	F5248	All			N
Collateral Assignment	F6088	All			N
Collateral Assignment (BOE)	F6257	All			N
Release of Assignment	F5143	All			N
Pre-authorized Check Service	F6445	All			N
HIPAA Authorization	F8186/8187	All			N
Foreign Travel Form	F6290	All			N

All forms listed can be found on FieldNet.

The **F100** form contains Financial Information only.

<sup>1</sup> Required at underwriter discretion.

<sup>2</sup> Amendment to existing contract. This form should be requested through the DI Service Center 800#.

## Changes Available to In-Force Axis® Policies

- Name change/correction
- Address change/correction
- Billing mode changes

## Changes Available to In-Force MassMutual Income Protection Policies (MMIPO)

- Name change/correction
- Address change/correction
- Billing mode changes (PAC Quarterly is not available)
- Decrease in benefit amounts (Base and CAT amounts must be the same)

### PRODUCT LEGEND

Policy Number Range		
2, 3, 4 & 6 million	9 & 12 million	80 million+
MPR	OPM	XL
Adjustable Benefit (AB) – 79, 83, 84 Non-Cancelable (NC) – 79, 83, 84 Small Business Overhead Expense (SBOE) Prior to Series 79: Modified Premium Plan 65, Guaranteed Continuable Overhead Expense	DI 6500, 7200, 7400, 7800, 8100, 8400, 8700, 8800, 9000, 9200 and 9500 BOE – 9000 and 9200	Radius Choice Radius® XL'88/89, XL'91, XL'92 XLS'92, XL'95 FlexElect Axis® Buy-Sell Business Overhead Expense (BOE'99)

### WHEN TO USE A RESIDENT VS. CONTRACT STATE APPLICATION FOR CONTRACT CHANGE FUNCTIONS:

Right to Apply – Increase to Benefit – Rider Attachment	XL (8 mil)	Resident State
Medically Underwritten Changes	All Products	Resident State
Decrease in Coverage	All Products	Resident State
FIO	XL and MPR	Resident State
DIPR	OPM	Resident State
Reinstatements	All Products	Resident State

# Conditions for Renewals

## Product: Radius Choice 15 and 21

These Policies may be renewed on the Policy Anniversary that falls on or next following the insured's 65th birthday. Renewal is conditional for one-year periods on each Policy Anniversary Date up to the insured's 75th birthday. This Policy Anniversary Date is also the renewal date.

Policy may be renewed if the insured:

- Is not Disabled on the expiration date; and
- Is Actively At Work

Premiums are based on the Insured's Attained Age and are shown in the Policy Specifications. Rates may change at any time when this Policy is Conditionally Renewable. If rates change, new Policy Specifications will be sent to the owner of the policy.

## Product Availability:

- Up to the original base amount — total only (riders will terminate)
- Must not be disabled and must be actively at work a minimum of 30 hours per week

## Application and Underwriting Offer Process:

- Letter for renewal will be sent to the owner of the policy 90 days before expiry date
- Letter will include a tear off to allow opting out of the continuation by signing the bottom portion and returning it to the Home office; otherwise it will automatically renew for one-year periods. Each subsequent year a letter will be sent.

## Products: Radius® 04, Radius® 07, Radius® 10, Radius® 12<sup>1</sup>, FlexElect Individual and FlexElect Multi-Life

These Policies may be renewed on the Policy Anniversary that falls on or next following the insured's 65th birthday. Renewal is conditional for one-year periods on each Policy Anniversary Date up to the insured's 75th birthday. This Policy Anniversary Date is also the renewal date.

Policy may be renewed if the insured:

- Is not Disabled; and
- Is Actively At Work

Premiums at renewal are based on the Insured's Attained Age and rates in effect at the time of renewal.

## Product Availability:

- Available 60 days prior to the Anniversary Date
  - Up to the original base amount — total only
  - Must not be disabled and must be actively at work a minimum of 30 hours per week

## Application and Underwriting Offer Process:

- Completed Disability Income Questionnaire for Continuation

<sup>1</sup> Does not include California, please see [page 1-27](#).

## EXTENDING COVERAGE BEYOND AGE 65

Original Contract	New Contract	Policy Continuation Status
Radius® (98, 01) Radius® (98, '06, 12) in California	Radius Transition Select	Cannot be disabled, renewable for life or until employment decreases below 30 hours
Radius® (98, 01), (FL, NJ, MN)	9500 Conditional Renewable Disability Income Protection	Cannot be disabled, renewable for life or until employment decreases below 30 hours
Radius® (98, 01), NY	9200 Conditional Renewable Disability Income Protection – subject to financial underwriting	Cannot be disabled, renewable for life or until employment decreases below 30 hours
XL 88/89; XL 91; XL 92; XLS 92 and XL 95	Radius Transition Select	Cannot be disabled, renewable for life or until employment decreases below 30 hours
NY XL 88/89; XL 91; XL 92; XLS 92 and XL 95	9200 Conditional Renewable Disability Income Protection – subject to financial underwriting	Cannot be disabled, renewable until age 99 or until employment decreases below 30 hours
FL, NJ, MN XL 88/89; XL 91; XL 92; XLS 92 and XL 95	9500 Conditionally Renewable Disability Income Protection – subject to financial underwriting	Cannot be disabled, renewable until age 99 or until employment decreases below 30 hours
Business Overhead Expense (BOE) 99	Renew	Cannot be disabled, renewable until age 75 on a yearly basis or until employment decreases below 30 hours
Connecticut Mutual (CM) BOE/CM Small Business Overhead Expense (SBOE)	Renew	Cannot be disabled, renewable for life or until employment decreases below 30 hours
Axis®	Renew	Cannot be disabled, renewable until age 75 on a yearly basis or until employment decreases below 30 hours
Prior to Series 79: Modified Premium Plan 65 (MOD); Guaranteed Continuable; and Overhead Expense	Renew	Cannot be disabled, renewable one time for a five year period
Non-Cancelable (NC) 79; Adjustable Benefit (AB) 79; Guaranteed Continuable 79; and Overhead Expense (OE) 79	Renew	Cannot be disabled, renewable until age 72 on a yearly basis
AB 83; NC 83; OE 83; AB 84; NC 84; and BOE 85	Renew	Cannot be disabled, renewable until age 72 on a yearly basis
61+ Contract	Renew	Cannot be disabled, renewable until employment decreases below 30 hours

## EXTENDING COVERAGE BEYOND AGE 65

Original Contract	New Contract	Policy Continuation Status
9000* & 9200 BOE	Disability Income product available at time of expiration, subject to financial underwriting	Cannot be disabled, renewable until employment decreases below 30 hours
8100*; 8400*; 8700*; 8800*; 9000*; 9200; and 9500	Radius Transition Select	Cannot be disabled, renewable until age 99 or until employment decreases below 30 hours
FL, NJ, MN 8100*; 8400*; 8700*; 8800*; 9000*; 9200; and 9500	9500 Conditionally Renewable Disability Income Protection — subject to financial underwriting	Cannot be disabled, renewable until age 99 or until employment decreases below 30 hours
NY 8100*; 8400*; 8700*; 8800*; 9000*; 9200; and 9500	9500 Conditionally Renewable Disability Income Protection — subject to financial underwriting	Cannot be disabled, renewable until age 99 or until employment decreases below 30 hours

\* BOE policies prior to 9000 cannot be converted.

## Instructions on Extending a Policy Beyond Age 65 by Product

### 1. Notification letter for all products:

A letter will be sent to the client approximately 45–60 days prior to his/her policy anniversary date coinciding with or following his/her 65th birthday. This letter advises the client that he/she may be eligible to extend coverage beyond age 65. The letter also advises him/her to contact his/her agent or call the DI Service Center at **1-800-272-2216** for additional information.

#### 1a. Notification letter for the following products: Radius® (98,01)

An “Amendment to Pending Application” form is sent to the policyowner under different cover shortly following the expiry letter. The form may be completed by the policyowner and returned to Account Services, H066. If a premium quote is needed, the letter advises to contact the DI Service Center at **1-800-272-2216**.

#### 1b. Notification letter for the following products:

**Mod 65 (Prior to 79 series), Guaranteed Continuable, Guaranteed Continuable 79, OHD, Non-Cancelable 79 (NC), NC 84, OE 79, OE 83, AB 79, AB83, AB 84, Business Overhead Expense 85**

Attached to the letter is a tear-off form to be signed and returned by the client if he/she would like additional information on extending the coverage beyond age 65. This form may be returned to the agent or DI Account Services (1295 State Street, H066, Springfield, MA 01111-0001). The agent will also receive a copy of this letter.

### 2. When to apply:

Thirty days prior to the policy anniversary date and until 30 days after that date, coinciding with or next following the insured's 65th birthday.

### 3. Effective date of extension:

Expiration date of original policy. Premiums will need to be paid by the client from that date to extend coverage.

### 4. To apply, for the following products:

The agent/client should contact DI Customer Service Center at **1-800-272-2216** or fax **860-987-2208** to receive the following information listed below each product category.

#### 4a. Mod 65 (Prior to 79 series), Guaranteed Continuable, Guaranteed Continuable 79, OHD, Non-Cancelable 79 (NC), NC 84, OE 79, OE 83, AB 79, AB83, AB 84, Business Overhead Expense 85

- “Proposal to Extend Beyond Age 65” form (cost memo); and
- “Amendment to Pending Application” form

If the client wishes to continue coverage, a signature and completed amendment form must be returned to DI Customer Service, H066.

#### 4b. XL89, XL91, XL92, XLS92, XL95, Radius® (98,01), Axis®, CM BOE, SBOE and BOE99

- New premium amount for 61+ contract
- “Amendment to Pending Application Beyond Age 65” form
- Radius® (XL98) will receive the “Amendment to Pending Application Beyond Age 65” form shortly after the expiry letter is sent

If the client wishes to continue coverage, a signature and completed amendment form must be returned to DI Account Services, H066.

#### 4c. 8100, 8400, 8700, 8800, 9000, 9200 and 9500

- New premium amount for 61+ contract
- A completed state specific **A2000** form and financial information. The agent/new business coordinator must Application Data Entry (ADE) a new policy number for the 61+ contract

#### 4d. FL, NJ, NY, MN

##### 8100, 8400, 8700, 8800, 9000, 9200 and 9500

- A completed state specific A3DIS 9500 and financial information must be submitted by the client to DI New Business, H280
- The agent/new business coordinator must Application Data Entry (ADE) a new policy number for the CRDIP



## 5. Additional requirements:

The agent should advise the client that he/she must be working full-time (at least 30 hours a week) and cannot be disabled at time of application to be eligible. MassMutual may require proof of client's employment.

## 6. Coverage for the following products:

### 6a. Mod 65 (Prior to 79 series), Guaranteed Continuable, Guaranteed Continuable 79, OHD, Non-Cancelable 79 (NC), NC 84, OE 79, OE 83, AB 79, AB83, AB 84, Business Overhead Expense 85

**XL89, XL91, XL92, XLS92, XL95, Radius® (98,01), Axis®, CM BOE, SBOE and BOE99**

All riders from original policy will be removed and only the base benefit amount will remain on the extended policy. There will be a two-year benefit period for sickness and injury, and a one-year benefit period for business overhead expense policies (upon claim approval). The waiting period will remain the same as on original policy. A 365-day waiting period will be changed to 180 days.

### 6b. 8100, 8400, 8700, 8800, 9000, 9200 and 9500

**FL, NJ, NY, MN**

**8100, 8400, 8700, 8800, 9000, 9200 and 9500**

The total amount to be converted is the combination of base benefit, Annual Increase Rider (AIR), Additional Monthly Income Rider (ARMI), Annually Renewable Disability Income Rider (ARDI), Contingent Monthly Income Rider (CMR), Deferred Monthly Income Rider (DIR) and the Supplemental Monthly Income Rider (SIR) that was in force at time of conversion, subject to the current issue and participation limits for occupational class and age. (120 day waiting period for 9500 CRDIP)

## 7. Premiums for the following products:

### 7a. Mod 65 (Prior to 79 series), Guaranteed Continuable, Guaranteed Continuable 79, OHD, Non-Cancelable 79 (NC), NC 84, OE 79, OE 83, AB 79, AB83, AB 84, Business Overhead Expense 85

New premiums are based on attained-age rates.

### 7b. XL89, XL91, XL92, XLS92, XL95, Radius® (98,01), Axis®, CM BOE, SBOE and BOE99 8100, 8400, 8700, 8800, 9000, 9200 and 9500

**FL, NJ, NY, MN**

**8100, 8400, 8700, 8800, 9000, 9200 and 9500**

New premiums are based on attained age rates and policy series.

## 8. Policy pages for following products:

### **8a. Mod 65 (prior to 79 series), Guaranteed Continuable, Guaranteed Continuable 79, OHD, Non-Cancelable 79 (NC), NC 84, OE 79, OE 83, AB 79, AB83, AB 84, Business Overhead Expense 85**

New policy pages will not be sent to client. Endorsement pages and premium notices are sent to client when extension is complete.

### **8b. 8100, 8400, 8700, 8800, 9000, 9200 and 9500**

**FL, NJ, NY, MN**

**8100, 8400, 8700, 8800, 9000, 9200 and 9500**

**XL89, XL91, XL92, XLS92, XL95, Radius® (XLS98), Axis®, CM BOE, SBOE and BOE99**

A new policy is sent to client along with premium notices when extension is complete.

## Renewing an Existing Conditionally Renewable DI Policy (CRDIP)

DI Customer Service will send a renewal application to the client approximately 45-60 days prior to the annual renewal date. The renewal is subject to financial underwriting. The client must be actively employed on a full-time basis (at least 30 hours a week) and not be disabled at time of application to qualify for renewal.

# Claim Information

## Claims Processing

As soon as information of an insured's disability is received, full details, including the date of disability, cause of disability and confirmation of the insured's mailing address, should be furnished to MassMutual by calling the DI Service Center at **1-800-272-2216**.

All written communications or any other information concerning the claim, received at any time, should be forwarded to MassMutual's Home Office immediately.

**MassMutual**  
**DI Benefits Department M125**  
**1295 State Street**  
**Springfield, MA 01111-0001**

Cooperation in furnishing as much information as possible with respect to the insured's disability will enable us to provide better service to your clients. The company's decision on each claim will be conveyed to the claimant as soon as all the facts are received and evaluated. In the meantime, no comment should be made as to the company's probable action on any claim.

## Claim Forms

Claim forms will be furnished directly to the claimant from the DI Service Center. The claim forms include a claimant's statement, occupation description form, attending physician's statement, authorization to obtain information and, if applicable, a form to report BOE information, along with a cover letter with detailed instructions on completing the forms.

All policies have specific time limits for notice of claim, the submission of claim forms, and providing proof of loss. Please refer to the specific policy for further clarification when advising your clients.

When a claim is filed by a guardian, conservator, or other legal representative, a current certified copy of the appointment of that official should be furnished to the Home Office. If the insured is mentally incompetent and no legal representative has been appointed, the required claim forms may be completed on the insured's behalf by the person having charge of the insured's affairs. However, no benefit payments can be made until certified proof of the court appointment of legal guardianship or conservatorship is received.

The DI Benefits Department will contact your client if the policy/rider provides an offset for Social Security, worker's compensation or state cash sickness benefits. Proof that an application has been approved or disapproved is necessary.

With regards to Social Security disability benefits, there will be instances where we will hire an outside consultant, at no cost to the insured, to assist in the filing of the Social Security claim.

## Claim Decisions

Upon approval or denial of a claim, the company will write directly to the policyholder or his/her legal representative. Notification of the claim decision will be sent to the producer. The benefit payments will be forwarded directly to the payee. The first benefit payment is payable 30 days after the end of the waiting period, assuming all of the necessary information has been received, reviewed by the Home Office, and the claim is approved.

Periodically, an attending physician statement and/or a claimant's statement form will be required as part of the information to determine continued eligibility for benefits. The DI Benefits Department will send follow-up letters to the insured or his/her legal representative if the required proof of loss is not received within a reasonable time period.

## Additional Claim Resources

Comprehensive information regarding claim services, the claim process, testimonials and other claim related topics can be found on [www.MassMutual.com](http://www.MassMutual.com) and FieldNet.

## Claim FAQs

### 1. If the insured calls the producer to report a possible claim, what should be done?

The producer should ascertain the cause and date of the disability and verify the insured's current mailing address, telephone number, and policy number(s). This information should be immediately provided to the DI Service Center at **1-800-272-2216** (access DI via prompt 3).

### 2. Should the producer review all policy provisions with the insured? What should or should not be said?

The producer should explain the policy provisions if asked by the insured. However, under no circumstances should any guarantees or promises be made to the insured regarding the validity of a claim, how quickly a claim will be paid, whether or when a claim will be approved, or how much of a benefit will be paid.

### 3. How will the producer be kept informed on the status of a claim? Will the producer be copied on all correspondence to the insured?

The producer will be notified, customarily by e-mail if available, when a claim decision is made. Respect for our claimants' privacy limits the amount of information that MassMutual can share regarding a claim matter. A producer may check the status of a claim by calling the claim examiner via our service line: **1-800-272-2216** (access DI via prompt 3).

### 4. What should the producer's relationship to the client's doctor be in the claims process?

Any direct contact with the insured's medical providers will be handled by the Disability Benefits Department.

### 5. What should the producer do if the insured is represented by an attorney?

The Disability Benefits Department should be notified immediately of any representation by legal counsel, along with the name and address of the attorney. If the producer is contacted directly by the insured's attorney, the attorney should be referred to the Disability Benefits Department.

**6. How often are financial records required? If asked why financial records are needed, what should the producer say?**

The Disability Benefits Department will request financial documentation, usually in the form of tax returns, to establish pre-disability earnings, to validate employment prior to disability, and to verify continued loss of earned income on an annual basis. If the insured is working on a reduced or part-time basis, monthly substantiation of earnings would also be required.

**7. What is the producer's role in the claim process?**

The producer should exhibit compassion and understanding. The producer should encourage the insured to contact the Disability Benefits Department directly with any questions relative to the claim or benefits that might be payable. During the course of the claim, the producer should contact the Disability Benefits Department to relay any concerns so that they may be addressed directly. The producer should also provide any pertinent information relevant to the claim.

**8. Should the producer assist the insured in completing the claim forms?**

The producer may assist the insured in completing the claim forms. However, the Disability Benefits Department would prefer to provide such assistance through initial telephone contact with the insured early in the claims process.

**9. The insured has several disability policies with MassMutual and the former Connecticut Mutual. How will a claim be adjudicated?**

The various proof of loss requirements for all of the insured's policies will be identified and taken into consideration during the claim adjudication. Depending on the definition of disability in the various contracts, the insured might qualify for benefits under one contract but not another. A detailed explanation relating to the specific coverage for each policy will be provided for all claim decisions.

**10. What should the producer say if asked whether the insured's MassMutual coverage offsets for other benefit programs?**

If the policy contains an offset for benefits from social or legislative programs, MassMutual will offset for the receipt of these benefits. This offset is not coordinated with any other insurance carrier.

**11. Which of the insured's physicians should complete the Attending Physician's Statement?**

The licensed physician who has been treating the insured for the claimed disabling condition, and can certify to the restrictions and limitations of the condition, should complete the Attending Physician's Statement. The treatment provided by the physician must be appropriate under normal and customary medical practices, consistent with the claimed disabling condition.

**12. When should the insured submit claim forms?**

When claim forms are sent to the insured by the Disability Benefits Department, the insured is instructed to complete and return the forms as soon as possible. This will allow the Disability Benefits Department to begin evaluating the claim. In the case of an ongoing claim, the insured will be instructed as to when to return the claim forms, along with any additional information deemed necessary to determine continued benefit eligibility.

**13. Can the insured expect to receive a personal visit from a MassMutual representative?**

Yes. The Disability Benefits Department has field representatives located throughout the country. A personal visit can take place at any time during the claims process, and usually involves fact gathering, answering questions, and explaining policy provisions.

**14. Are there any time constraints contained in the policies that may affect disability income insurance benefits?**

Yes. Most policies have provisions regarding the prompt notification of disability and filing of proof of loss. Both provisions place limitations on benefits that might have otherwise been available to the insured if the requirements in the policy had been complied with in a timely manner. The producer should remind the insured of these requirements at the time the policy is delivered and also at the time notification of claim is received.

**15. At the time of disability, the insured's occupation is different than when the policy was issued. How will the claim be handled? Which occupation will be used in evaluating the claim?**

The claim will be evaluated based on the insured's income-producing work activities for the period immediately prior to the date that disability begins.

## Benefit Taxation

### Disability Income, RetireGuard®, Business Overhead Expense and Buy-Sell Benefits

#### Disability Income Benefits:

Benefits paid under disability income policies are treated in one of two ways: (1) as an employer-pay plan, and (2) as a non-employer-pay plan.

To determine whether a case is employer-pay, it is necessary to know who has paid the premium prior to disability, what type of business entity the premium payer is, and what percentage of interest the insured owns of that business. The following table may be used to assist in that determination.

#### BENEFIT TAXATION

Entity	Premium Payor	Benefits
Employee, non-owner	Business	Taxable
Employee, non-owner	Individual	Non-Taxable
Sole Proprietor	Business or Individual	Non-Taxable
Partnership	Business or Individual	Non-Taxable
S-Corp	Business or Individual <sup>1</sup>	Non-Taxable
Corporation	Business	Taxable
Corporation	Business or Individual with premium included on EE's W-2	Non-Taxable

<sup>1</sup> Applies to 2% and greater owners. Otherwise, considered an Employee, non-owner.

If a benefit is determined to be employer-pay (i.e., taxable), FICA taxes will be withheld from any benefit that applies to a period during the first six, full calendar months of total disability, inclusive of the waiting period. After six months of disability has elapsed, FICA taxes will not be withheld, unless the insured continues to work to any degree for the employer. If this occurs then FICA withholding will continue for as long as the insured works for the employer and collects disability benefits from the policy.

Benefits provided under employer-pay plans in which FICA is withheld will be reported to the employer, via letter, to be included on the insured's W-2. Benefits provided under employer-pay plans in which no FICA is withheld will be reported annually to the recipient of benefits via a 1099.

If the employer-pay portion of a disability policy is less than 100%, then the taxation of these benefits will be in direct proportion to the percentage of employer-pay. For example if the employer pays 50% of the premium and the insured/employee pays 50% of the premium, then 50% of the disability benefits are subject to taxation.

**Note:** If an employer collects premium from the employee/ insured (payroll deduction) then pays the premium with a company check, this is not considered to be employer-pay for tax purposes. In this situation, the insured has paid the policy premiums through the employer. The employer did not provide company funds to pay the premiums.

### RetireGuard® Benefits:

The taxation of RetireGuard® benefits is similar to that described above for other disability income policies. However, FICA taxes are generally not withheld because the longer waiting periods exempt the RetireGuard® benefits from these taxes. Benefits provided under employer-pay plans in which no FICA is withheld will be reported annually to the recipient of benefits via a 1099.

### Business Overhead Expense (BOE) Benefits:

All benefits provided under BOE policies are taxable and will be reported via a form 1099 to the person/business entity that is the owner of the policy at the start of the disability. It is strongly suggested that the business own the policy. In this respect, benefits provided under the BOE policy will be paid to, and reported to, the business, not the insured. The business, presumably, will have business expenses to offset the payments made under the BOE policy.

### Buy-Sell Benefits:

Buy-Sell premiums are not a tax-deductible business expense, and any proceeds received by the healthy owner(s) or business entity are tax-free. However, a taxable transaction will occur (to the **disabled owner**) when his/her interest in the business is sold. Since the ownership interest is a capital asset, a capital gain will likely result and will be equal to the excess of the purchase price over the disabled individual's basis in the business.

# Section 2

## Occupational Underwriting

### SECTION 2

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- 2-9 | Occupation Classes



# Occupational Underwriting/ Classifications

This guide contains a listing of common occupations with their appropriate classifications for disability income insurance. It is important that proposed insureds be classified accurately based on this listing, since occupational class determines the premium rate and the maximum amount of coverage available. Occupational classes are assigned based on requirements of an applicant's occupation, and the risks which that occupation poses to an applicant's health. Occupational classifications can also be based on industry claims experience.

Some specific occupations may not be shown here. In these cases, refer to the general guidelines discussed below. For more information, check with your DI Underwriting Key Contact. Remember that these listings are guides only. DI New Business reserves the right to judge each case on its own merits, and will make a final decision on the basis of all information received.

## Completing the Application

Please be specific when describing an applicant's occupation, exact daily duties, and the nature of the business. A job title alone is not sufficient. Occupational classes are determined by the actual duties performed, not by the title, background, or training of the applicant. Include a percentage breakdown of each duty to ensure that the underwriter has a clear understanding of the occupation. Additional information may be provided in the "Remarks" section or in a cover letter.

## Occupational Schedule

- **Class 5A/3\*, 5A** — Consists of those professional and executive occupations with the most favorable experience, where all work is performed in an office setting with minimal travel, and no direct supervision of persons with manual duties exists
- **Class 5P/1\*, 5P** — Includes non-invasive physicians<sup>1</sup>
- **Class 4A/2\*, 4A/1\*, 4A** — Includes other professional and executive occupations
- **Class 4P** — Includes invasive physicians and dental specialists which have exhibited favorable experience
- **Class 3P/2\*, 3P** — Includes general dentists and physician occupations whose claim experience does not justify a 4P designation and those who have not declared their specialties
- **Class 3A** — Encompasses many professional, technical and managerial occupations. In many cases they are "office only" occupations that reflect a high degree of stability and responsibility
- **Class 2A** — Contains people who are supervisors of various occupations and certain skilled clerical and technical workers. Also in the 2A category are some occupations whose claim experience does not justify a 3A designation

<sup>1</sup> Availability varies by state. Please refer to the Disability Product Approval Grid on FieldNet (DI7137). Use 4P if not available.

- **Class A** — Includes skilled workers who have no unusual accident hazard. Also included are clerical workers and sales persons with relatively limited skills

### \*Occupational Class Modifiers — for use with Radius Choice and Radius Choice RetireGuard Standalone

There are also new occupation classes created with the addition of modifiers available for Radius Choice and Radius Choice RetireGuard Standalone. The modifiers create additional price points between the existing occupation classes and allow occupations to be more appropriately classified based on their expected morbidity risk. Availability varies by state; please refer to the occupational classes on [page 2-9](#).

### Description of Terms

**N/A** — Coverage for this occupation is not available.

**Individual Consideration (IC)** — Check with DI Underwriting Key Contact before taking an application. Most IC occupations are available for coverage only under special circumstances.

For assistance in determining an occupational classification, consult with a DI New Business Underwriter. **Business owners will be classified by specific industry and duties performed.**

## Classification Factors

Factors considered in determining the appropriate occupational classification include:

- The nature of the business and exact daily duties
- Hazards inherent to the occupation
- Usual working conditions
- Education, training and experience
- Number of employees
- Age
- The company's and the industry's experience with the occupation
- Part-time employment (working less than 30 hours per week)
- Seasonal occupations
- Hazardous occupations which are uninsurable
- Unemployment or livelihoods which are not dependent on earned income
- Occupations performed in the home or on residential property

**Office Duties or Office Traveling Only** — Refers to individuals whose duties are confined to office responsibilities and business management only, and do not include any retail sales. Duties may, in addition, include outside solicitation or business trips.

**Superintending or Supervising Only** — Refers to an applicant who is not strictly confined to an office.

Although the person is not engaged in the actual work, managerial duties involve the supervision and/or inspection of manufacturing, construction or other physical operations.

**Skilled Workers** — Craft, manual and technical occupations require knowledge of the process involved and a high level of coordination.

- Skilled workers generally are responsible for valuable products or equipment and exercise some degree of judgment
- Such people usually become qualified by serving apprenticeships, or by completing specific technical training programs

**Unskilled Labor** — Job duties require little or no knowledge of the processes involved.

- These jobs require minimal training or past experience
- They usually involve some degree of physical labor

**Part-time Employees<sup>1</sup>** — In all cases, 30 hours per week constitutes a full workweek. Individuals working less than this are not eligible for disability income insurance. When an individual has a part-time job in addition to a full-time job, the duties, income and potential risk factors of both occupations are taken into consideration when determining the occupational classification. The lower occupational classification prevails and will be assigned to the entire contract.

<sup>1</sup> Individuals working in a shift environment and meet a specific criteria may be eligible. See [page 5-41](#) for specifics under the Actively At Work Endorsement.

## Wrap Guidelines

### Federal Employees Retirement System

The Federal Employees Retirement System (FERS) was created in 1987. Many of these employees have disability benefits built into their pension plans. This system coordinates the former Civil Service System with Social Security, and adds a thrift savings program with matching government contributions. When coordinating coverage with these employees, use the following “wrap” guidelines. The Social Insurance Rider should not be used.

#### FEDERAL EMPLOYEES RETIREMENT SYSTEM (FERS)

Service	Restrictions
0–18 months of service	No restrictions
After 18 months of service	Issue/participation limits minus 40% of actual monthly wage. 100% Group Supplement Rider A and 50% GSR B. GSR A can have a minimum 90-day wait, GSR B must have a minimum 365-day wait

**Note:** Use the Participation with Group LTD Limit Chart, to determine benefit. FERS benefits are taxable, remember to multiply by .70.

### Public Employees Retirement Benefits

The Public Employees Retirement Benefits (PERS) is a tax-qualified defined benefit plan created to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earning capacity has been removed or has been substantially reduced by age or disability. When coordinating coverage with these employees use the following guidelines.<sup>1\*</sup>

#### PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

Service	Restrictions
All years of service	Issue/participation limits minus 40% of actual monthly wage

**Note:** Use the Participation with Group LTD Limit Chart to determine benefit. PERS benefits are taxable, remember to multiply by .70.

## WORKING FROM HOME DISABILITY INCOME INSURANCE UNDERWRITING GUIDELINES

Self Employed	
Description	Self employed for at least one year and must be in similar occupation as previous work <sup>1</sup>
Requirements	1 year of complete tax returns required – both personal and business Personal History Interview (PHI) Refer to DI1053 for published underwriting requirements
Coverage Available	No restrictions
Telecommuters	
Description	This occupation generally refers to those who are currently W-2 employees and would be performing the same duties in an office setting with a supervisor/ employee relationship remains intact.
Requirements	Minimum 30 hours per workweek Require W-2 or current paystub with year to date figure Refer to DI1053 for published underwriting requirements
Coverage Available	No restrictions

<sup>1</sup> All others IC.

### Business Owner Upgrade Program

Business owners, whether or not they are listed in the Occupational Underwriting Section, will be eligible for an upgrade provided they work full-time year round and have at least 20% ownership in the business.

The following occupations are not eligible for this program:

- Medical professions
- Dental professions
- Individuals working from home
- Individuals engaged in a new business or profession

### BUSINESS OWNER UPGRADE PROGRAM

Initial Class	Upgrade Class	Requirements	Yrs. Owning Business/Income
A 2A	2A 3A	• 5 or more full-time employees • <20% manual labor	5+ yrs./\$25k or more for last 2 yrs.
3A	4A	• 5 or more full-time employees • <10% manual labor	5+ yrs./\$50k or more for last 2 yrs.
4A	5A	• 10 or more full-time employees • Office and consulting duties only	5+ yrs./\$75k or more for last 2 yrs.

## Special Occupations

The following occupations will be addressed with special underwriting guidelines due to past and potential future instability. Please consult with your underwriter on potential cases for further clarification.

### Entertainment Industry<sup>1</sup>

We will consider self-employed and independent persons<sup>1</sup> who can demonstrate that they are employed year round, show career stability and income progression.

#### Requirements

- Must be an acceptable occupation noted under the Entertainment Industry Category
- Self-employed for at least 3 years (if less than 3 years, individual consideration may be given to those individuals in the same occupation and self-employed for at least one year)
- Demonstrates a long, verifiable, steady income stream — minimum two years of complete tax returns will be required
- List of past credits must be included with a cover letter when submitting the application
- Current employment contract must be in force; if short-term, less than one year, then proof of future contracts will be required

#### Available Offer

- A minimum 180-day wait and a maximum 10-year benefit period will be considered
- 50% Replacement Ratio not to exceed a cap of \$5,000 per month

### Independent Contractors/Consultants

Types of cases — **based on length of time in business**

- A)** Independent contractor out on his/her own for **more than two years**; good history of earnings; has a number of employment contracts or ongoing long-term (one year+) contract(s):

#### Requirements

- Prior years' business tax returns
- Current year profit and loss statement
- Current year contract(s)

<sup>1</sup> Freelance persons not eligible

**Available Offer**

- Offer will not be restricted or modified based on independent contractor status (we reserve the right to modify for other reasons)
- See occupation guide for consultant occupation classes
- Without current profit and loss, we will consider gross receipts from all contracts and expenses from prior year, and average net incomes if increase is more than 15%

**B)** Independent contractor on his/her own **less than two years** (left employer, was laid off or started his/her own business within the past two years). **These cases are higher-risk in nature** and accordingly, we have developed the following requirements and offer guidelines:

**Requirements**

- Must be actively at work during the past 90 days
- Client must be working under long-term contract (one year+)
  - if contract has less than 90 days remaining, obtain renewal contract
  - if contract does not meet above criteria, no offer can be made at this time
- Verification of prior years' income must be submitted – this will verify what client earned as an employee and, if second year on his/her own, will also verify first year income in new venture
- Provide detail of any severance package received from previous employer
- Verify not working from home; if client is working from home, those guidelines will also apply

**Available Offer**

- For benefit amount determination use **lesser** of:
  - average of prior year earned income + 75% of current year contract amount **OR**
  - 75% of current year contract amount
- A minimum 180-day wait and a maximum 5-year benefit period will be considered
- Refer to occupation class section for consultant occupation classes

## Real Estate Developers

When calculating earned income for real estate developers, we will consider all business source income (earned and unearned) that would no longer be received if the insured were to become disabled. Two examples of business unearned income are **net business rental income** and **net capital gains from sale of property** that is developed and sold (consistently) in connection with the applicant's normal business practices. In order to verify such amounts, the following must be obtained and calculated:

### Requirements

- Two years of complete business and personal tax returns
- For income, we will consider all **business** wages, interest, capital gains, and non-passive and passive partnership and S-Corporation interests related to real estate development

### Available Offer

- Subject to our maximum published Issue and Participation Limits
- A total-only (no extended partial) disability policy

## Financial Professionals

There are a variety of financial professionals that are eligible for individual disability coverage. Occupations such as investment bankers, stockbrokers and portfolio managers are usually offered coverage without limitation, unless excessive unearned income exists that would otherwise reduce or eliminate the need for coverage. When considering other investment professionals such as **hedge fund managers** or **venture capitalists**, contact your underwriter to inquire about additional requirements and offer parameters. Some of the factors that are considered are stage of venture (start-up versus operating), ownership interest and unearned income. Financial pre-approval is strongly recommended for these occupations.



# Occupation Classes

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>ACCOUNTANT</b>			
Certified Public Accountant	5A/3	5A	5A
Auditor (IRS or Certified Internal Auditor)	5A	5A	5A
Auditor (other)	3A	3A	3A
Other Accountant	4A	4A	4A
Bookkeeper	3A	3A	3A
Payroll clerk	3A	N/A	3A
Statistician	5A	5A	5A
<b>ACTOR and ACTRESS</b> (see ENTERTAINMENT INDUSTRY)			
<b>ACTUARY</b>			
FSA, ASA, FCA, ACA, MAAA	5A/3	5A	5A
<b>ACUPUNCTURIST</b>			
MD	3P	4P	3P
Ph.D. (min. 5 yrs. experience, \$75,000 net income)	3A	3A	3A
Other licensed	3A	3A	3A
<b>ADJUSTER</b>			
Insurance (see INSURANCE)			
Others	2A	2A	2A
<b>ADVERTISING/MARKETING</b>			
Account executive	5A/3	N/A	5A
Analyst	4A	N/A	4A
Art director	3A	N/A	3A
Graphic artist	3A	3A	3A
Copywriter	4A	4A	4A
Manager	4A	N/A	4A
Freelance	N/A	N/A	N/A
<b>AEROBICS INSTRUCTOR</b>	N/A	N/A	N/A
<b>AGENT</b> (see ENTERTAINMENT or INSURANCE)			

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>AGRICULTURE</b> (farm, dairy, ranch, orchard) (no manual labor, min. 5 yrs.)			
Manager	2A	N/A	2A
Owner	2A	2A	2A
Superintendent	2A	N/A	2A
Office and general duties (incidental manual labor, min. 3 yrs.)	A	N/A	A
Hired hands, seasonal	N/A	N/A	N/A
Owner, manager doing manual labor	N/A	N/A	N/A
<b>AIR CONDITIONING</b> (see CONSTRUCTION)			
<b>AIRLINE INDUSTRY</b>			
Ticket reservations (office only)	3A	N/A	3A
Administrative personnel (office only)	3A	N/A	3A
Air Traffic Controller	N/A	N/A	N/A
Baggage handler, porter	N/A	N/A	N/A
Flight attendant	N/A	N/A	N/A
Ground crew	N/A	N/A	N/A
Pilot	N/A	N/A	N/A
<b>AMBULANCE DRIVER</b>	N/A	N/A	N/A
<b>ANESTHESIOLOGIST</b> (see MEDICAL SERVICES)			
<b>ANTIQUE DEALER</b>			
Incidental sales duties (min. of \$40,000 net income)	3A	3A	3A
No direct sales duties (min. 5 yrs. exp. and \$75,000 net income)	4A	4A	4A
Some sales duties, no manual labor	2A	2A	2A
<b>APPRAISER/INSURANCE</b> (see specific industry)			
Real estate	2A	2A	2A
Jewelry (no manual labor)	3A	3A	3A
Includes jewelry repair	2A	2A	2A
<b>ARCHAEOLOGIST</b> (see SCIENTIST)			
<b>ARCHITECT</b>			
Bachelor's degree, office and consulting only	5A/3	5A	5A
Draftsman	4A	4A	4A
Landscape (office only)	3A	3A	3A
Other landscape (no manual duties)	2A	2A	2A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>ARMED FORCES PERSONNEL</b>	N/A	N/A	N/A
<b>ARMORED CAR PERSONNEL</b>	N/A	N/A	N/A
<b>ART RESTORER</b>	N/A	N/A	N/A
<b>ARTIST</b> (not self-employed, working full-time away from residence only, and not freelance)			
Commercial artist	3A	N/A	3A
Graphic artist	3A	N/A	3A
Cartoonist	2A	N/A	2A
Illustrator	2A	N/A	2A
Self-employed	IC	IC	IC
<b>ATHLETICS</b>			
Athletic director	(Schools only) 3A	N/A	3A
Athletic director (Pro sports)	N/A	N/A	N/A
Club Professional (golf, tennis) (see GOLF CLUB)			
All other professionals	N/A	N/A	N/A
Business Agent	N/A	N/A	N/A
Coach (full-time)	N/A	N/A	N/A
Dance instructor	N/A	N/A	N/A
Professional athlete	N/A	N/A	N/A
Ticket Agent	N/A	N/A	N/A
Trainer	N/A	N/A	N/A
Referee	N/A	N/A	N/A
Umpire	N/A	N/A	N/A
<b>ATOMIC ENERGY/NUCLEAR POWER</b>			
Manager (office duties only)	3A	N/A	3A
Supervisor (office duties only)	3A	N/A	3A
Engineer (degree in engineering, office duties only)	3A	N/A	3A
All others	N/A	N/A	N/A
<b>ATTORNEY</b> (see LEGAL)			
<b>AUCTIONEER</b> (No manual labor)	2A	2A	2A
<b>AUDIOLOGIST</b> (see MEDICAL SERVICES)			
<b>AUDITOR</b> (see ACCOUNTANT)			
<b>AUTHOR</b> (see WRITER)			

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>AUTOMOBILE INDUSTRY</b>			
<b>Auto dealership, sales/service:</b>			
<b>New:</b>			
Owner (executive duties only)	3A	3A	3A
Manager (office duties only, min. of \$50,000 last 3 yrs.)	3A	N/A	3A
Finance manager (other)	3A	N/A	3A
Service manager (other)	3A	N/A	3A
Sales manager (other)	3A	N/A	3A
Salesperson	2A	N/A	2A
<b>Used:</b>			
Owner (executive duties only)	2A	2A	2A
Manager (min. of \$50,000 income last 3 yrs.)	2A	N/A	2A
Service manager	A	N/A	A
Sales manager	A	N/A	A
Salesperson	A	N/A	A
<b>Automotive supplies:</b>			
<b>Store or franchise:</b>			
Sales duties only	3A	3A	3A
Other	2A	2A	2A
Cashier	A	N/A	A
<b>Garage/service station:</b>			
Owner	A	A (BOE only)	A
Attendant	A	N/A	A
Mechanic	A	N/A	A
Auto-body repairman	A	N/A	A
Parking attendant	N/A	N/A	N/A
Washer	N/A	N/A	N/A
Other	N/A	N/A	N/A
Cashier	N/A	N/A	N/A
<b>BACTERIOLOGIST (see SCIENTIST)</b>			
<b>BAGGAGE HANDLER (see AIRLINE INDUSTRY)</b>			
<b>BAIL BONDSPERSON</b>			
Office duties only	2A	2A	2A
Other	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>BAKERY</b>			
Owner, office only	2A	2A	2A
Counter worker	A	N/A	A
Cashier	A	N/A	A
Baker	A	N/A	A
Other shop worker	A	N/A	A
Delivery	N/A	N/A	N/A
<b>BANKING</b>			
Examiner	4A	N/A	4A
Executive	5A/3	N/A	5A
Officer	5A/3	N/A	5A
Investment	4A	N/A	4A
Teller	2A	N/A	2A
Clerk	2A	N/A	2A
Bookkeeper	3A	N/A	3A
Guard	N/A	N/A	N/A
Mortgage Underwriter	4A	N/A	4A
<b>BARBER and BEAUTY PARLOR</b>			
Barber	N/A	N/A	N/A
Beautician	N/A	N/A	N/A
Cosmetologist	N/A	N/A	N/A
Electrologist	N/A	N/A	N/A
Hairdresser	N/A	N/A	N/A
Manicurist	N/A	N/A	N/A
<b>BARTENDER</b> (see RESTAURANT/BAR)			
<b>BEAUTY PARLOR</b> (see BARBER and BEAUTY PARLOR)			
<b>BIOCHEMIST</b> (see SCIENTIST)			
<b>BIOLOGIST</b> (see SCIENTIST)			
<b>BLACKSMITH</b>	N/A	N/A	N/A
<b>BOND BROKER</b> (see BROKER)			
<b>BOOKING AGENT</b> (see ENTERTAINMENT)			
<b>BOTANIST</b> (see SCIENTIST)			

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>BOWLING ALLEY</b>			
Owner (office and supervisory duties)	3A	3A	3A
Manager (office and supervisory duties)	3A	N/A	3A
Attendant	A	N/A	A
<b>BREWERY</b> (see LIQUOR)			
<b>BROKER</b>			
Stock/bond/commodity broker or trader, investment or mortgage broker. Not floor trader, min. \$150,000 income for 3 yrs., min. 5 yrs. in the business, not managing own account	4A/2	4A	4A
Not floortrader, min. \$75,000 income for 2 yrs., min. 3 yrs. in the business, not managing own account	3A	3A	3A
All others	2A	2A	2A
Floor Traders	N/A	N/A	N/A
<b>BUILDING MAINTENANCE</b>			
Supervisor, Superintendent	2A	N/A	2A
Inspector	2A	N/A	2A
Stationary engineer	N/A	N/A	N/A
Doorman	N/A	N/A	N/A
Housekeeper	N/A	N/A	N/A
Janitor	N/A	N/A	N/A
Custodian	N/A	N/A	N/A
Watchman	N/A	N/A	N/A
Elevator repair	N/A	N/A	N/A
Window cleaner	N/A	N/A	N/A
<b>BUILDING WRECKING</b>			
Foreman	N/A	N/A	N/A
Other	N/A	N/A	N/A
<b>BULLDOZER OPERATOR</b>	N/A	N/A	N/A
<b>BUS DRIVER</b> (see DRIVER)			
<b>BUSINESS AGENT</b> (see ATHLETICS or ENTERTAINMENT)			
<b>BUSINESS EXECUTIVE</b> (see specific industry)			

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>BUTCHER</b>			
<b>Office only (no traveling):</b>			
Wholesale merchant	A	A (BOE only)	A
Dealer	A	A (BOE only)	A
Butcher in store	A	A (BOE only)	A
Slaughtering or slaughter	N/A	N/A	N/A
<b>BUYER</b>			
Merchandising (office duties, no produce)	4A	4A	4A
Produce	2A	2A	2A
<b>CAMERAMAN</b> (see ENTERTAINMENT INDUSTRY)			
<b>CARDIOLOGIST</b> (see MEDICAL SERVICES)			
<b>CARPENTER</b> or <b>CABINETMAKER</b>	A	A (BOE only)	A
<b>CARPET</b> and <b>RUG</b>			
Cleaner	N/A	N/A	N/A
Dyer	N/A	N/A	N/A
Mender	N/A	N/A	N/A
Weaver	N/A	N/A	N/A
Installer	N/A	N/A	N/A
<b>CARTOGRAPHER</b>	3A	3A	3A
<b>CARTOONIST</b> (see ARTIST)			
<b>CASHIER</b> (see specific industry)			
Gas station, convenience	N/A	N/A	N/A
<b>CASINO</b>			
Manager (no floor duties)	2A	N/A	2A
Other	N/A	N/A	N/A
<b>CATERER</b>			
Chef	2A	2A	2A
Cook	2A	2A	2A
Manager	2A	N/A	2A
Proprietor	2A	2A	2A
Bus boy	N/A	N/A	N/A
Dishwasher	N/A	N/A	N/A
Waiter/waitress	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>CEMETERIES</b>			
Caretaker	A	N/A	A
Clerk, office duties only	2A	N/A	2A
Superintendent (no manual labor)	A	N/A	A
Other	N/A	N/A	N/A
<b>CHAUFFEUR</b> (see DRIVER)			
<b>CHEF</b> (see RESTAURANT/BAR or CATERER)			
<b>CHEMICAL INDUSTRY</b>			
<b>No alkalis, acids, explosives, or carcinogens:</b>			
Chemist (see SCIENTIST)			
Lab technician	3A	N/A	3A
Machine operator	A	N/A	A
Skilled worker	A	N/A	A
Tester	A	N/A	A
<b>Alkali, acids, explosive or carcinogens:</b>			
Chemist (office only)	N/A	N/A	N/A
Lab technician	N/A	N/A	N/A
Laborer	N/A	N/A	N/A
Machine operator	N/A	N/A	N/A
Other chemist	N/A	N/A	N/A
Skilled worker	N/A	N/A	N/A
Tester	N/A	N/A	N/A
Unskilled worker	N/A	N/A	N/A
<b>CHIMNEYSWEEP</b>	A	N/A	A
<b>CHIROPRACTOR</b>	N/A	N/A	N/A
<b>CLAIMS ADJUSTER</b> (see INSURANCE)			
<b>CLEANERS</b> (see DRY CLEANING, LAUNDRY, DYEING)			
<b>CLERGY</b>			
Ministers, Rabbis and Cantors	3A	3A	3A
<b>CLOCK or WATCH REPAIR</b>	2A	2A	2A
<b>COACH</b> (see ATHLETICS)			
<b>COMMERCIAL ARTIST</b> (see ARTIST)			
<b>COMPTROLLER</b>	5A	N/A	5A



## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>COMPUTER INDUSTRY</b>			
Administrators	5A	5A	5A
Capacity Management Specialists	5A	5A	5A
Consultant (full-time, office)	4A	4A	4A
Consultant (others)	3A	3A	3A
Data entry	A	A (BOE only)	A
DP manager	4A	4A	4A
Installer	2A	2A	2A
Programmer	5A	5A	5A
Repairman	2A	2A	2A
Retail Sales	2A	2A	2A
Security Specialist	4A	4A	4A
Systems Analyst	4A	4A	4A
Technical Analyst	4A	4A	4A
Technical Writer	4A	4A	4A
Web Developer/Engineer/ Architect/Designer	5A/3 <sup>1</sup>	5A <sup>1</sup>	5A <sup>1</sup>
Wholesale sales: (min. 5 yrs. experience, \$75,000 last 2 yrs., no delivery, no lifting)	4A	4A	4A
Others	3A	3A	3A
<b>CONSTRUCTION INDUSTRY</b>			
<b>Office and supervising only — no manual labor:</b>			
Contractor	3A	3A	3A
Estimator	2A	2A	2A
Foreman	2A	N/A	2A
Inspector	2A	2A	2A
Superintendent	2A	N/A	2A
<b>Construction — manual labor:</b>			
Cabinetmaker	A	A (BOE only)	A
Carpenter	A	A (BOE only)	A
Contractor	A	A (BOE only)	A
Drywall	A	A (BOE only)	A
Electrician	A	A (BOE only)	A

<sup>1</sup> Classification is contingent upon holding a degree in computer science or demonstrating a minimum of 5 years' experience.

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>CONSTRUCTION INDUSTRY</b> (continued)			
<b>Construction — manual labor:</b> (continued):			
Glazier	A	A (BOE only)	A
Heating and air-conditioning	A	A (BOE only)	A
Insulation installer	A	A (BOE only)	A
Marble, mosaic or tile setter	A	A (BOE only)	A
Painter (interior)	A	A (BOE only)	A
Paper hanger	A	A (BOE only)	A
Pipe fitter	A	A (BOE only)	A
Plaster or stucco worker	A	A (BOE only)	A
Plasterer	A	A (BOE only)	A
Plumber	A	A (BOE only)	A
Sheet metal worker	A	A (BOE only)	A
Sprinkler installer	A	A (BOE only)	A
Steam fitter	A	A (BOE only)	A
Surveyor	A	A (BOE only)	A
Tinsmith	A	A (BOE only)	A
Air hammer operator	N/A	N/A	N/A
Blaster or explosives handler	N/A	N/A	N/A
Bricklayer/mason/stone	N/A	N/A	N/A
Cable or structural site	N/A	N/A	N/A
Cement or concrete work	N/A	N/A	N/A
Construction equipment	N/A	N/A	N/A
Elevator installation	N/A	N/A	N/A
Ironworker	N/A	N/A	N/A
Painter (exterior)	N/A	N/A	N/A
Roofer	N/A	N/A	N/A
Sander	N/A	N/A	N/A
Spray painter	N/A	N/A	N/A
Steeplejack	N/A	N/A	N/A
Varnisher	N/A	N/A	N/A
Welder	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>CONSULTANT</b>			
Computer Consultant (see COMPUTER INDUSTRY)			
Financial Consultant (see BROKER or INSURANCE)			
Other (not on commission, not working in home <sup>2</sup> , min. 5 yrs. experience, \$50,000 for last 2 yrs.)	4A	4A	4A
Others	3A	3A	3A
Management Consultant	3A	3A	3A
<b>COOK</b> (see CATERER or RESTAURANT/BAR)			
<b>COPYWRITER</b> (see PRINTING and PUBLISHING)			
<b>CORPORATE EXECUTIVE</b> (Employee of a well-established firm whose occupation is not listed elsewhere in the occupation schedule. Office duties only, ≥ \$250,000 and 5 yrs. experience.)	5A/3	N/A	5A
<b>COUNSELOR</b> (see Therapist under MEDICAL SERVICES)			
<b>COURT REPORTER</b>	N/A	N/A	N/A
<b>CREDIT INVESTIGATOR</b>			
Office only	3A	3A	3A
Others	2A	2A	2A
<b>CURATOR</b>			
Museum or art gallery	4A	4A	4A
<b>CUSTOMER SERVICE REP</b>			
With college degree	3A	N/A	3A
Others	2A	N/A	2A
<b>CUSTODIAN</b> (see BUILDING MAINTENANCE)			
<b>DAIRY INDUSTRY</b>			
Inspector	2A	2A	2A
Proprietor (office and general duties)	3A	3A	3A
Skilled worker	2A	N/A	2A
Superintendent	2A	N/A	2A
Tester	2A	N/A	2A
<b>DANCE INSTRUCTOR</b> (see ATHLETICS)			
<b>DAY CARE OPERATOR</b>			
In home	N/A	N/A	N/A
Not in home, not on property	2A	2A	2A
<b>DEAN</b>	5A	N/A	5A

<sup>2</sup> Refer to Working from Home Guidelines on [page 2-5](#).

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>DECORATOR</b>			
<b>Interior:</b>			
Consulting only	3A	3A	3A
Other	2A	2A	2A
Window	A	A (BOE only)	A
Cake (see CATERER)			
<b>DELIVERY PERSON</b> (see DRIVER)			
<b>DENTAL LAB TECHNICIAN</b> (see DENTISTRY)			
<b>DENTISTRY</b>			
Dental Assistant	2A	N/A	2A
Dentist, general	3P	4P	3P
Dentist, advanced degree (AEGD, GPR)	4P	5P	4P
Dental Hygienist	N/A	N/A	N/A
Endodontist	4P	5P	4P
Lab Technician	3A	N/A	3A
Oral & Maxillofacial Surgeons	4P	5P	4P
Orthodontist	4P	5P	4P
Pediatric Dentist	4P	5P	4P
Periodontist	4P	5P	4P
Prosthodontist	4P	5P	4P
<b>DERMATOLOGIST</b> (see MEDICAL SERVICES)			
<b>DETECTIVE</b>	N/A	N/A	N/A
<b>DIAMOND CUTTER</b> (see JEWELER)			
<b>DIETITIAN</b> (see MEDICAL SERVICES)			
<b>DISPATCHER</b> (see specific industry)			
<b>DOCK WORKER</b> (see MARINE INDUSTRY)			
<b>DOMESTIC SERVANT</b>	N/A	N/A	N/A
<b>DRAFTSMAN</b> (see ARCHITECT)			
<b>DRESSMAKER</b> (see TAILORING)			
<b>DRIVER</b>			
Ambulance	N/A	N/A	N/A
Bus	N/A	N/A	N/A
Chauffeur (corporate employee)	N/A	N/A	N/A
Construction Vehicles	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>DRIVER (continued)</b>			
Explosives, test driver	N/A	N/A	N/A
Funeral hearse	N/A	N/A	N/A
Gas or oil delivery	N/A	N/A	N/A
Heavy-duty trucking (more than 3 tons)	N/A	N/A	N/A
Light delivery truck	N/A	N/A	N/A
Long haul (interstate or not self-employed taxi)	N/A	N/A	N/A
Others	N/A	N/A	N/A
Racer	N/A	N/A	N/A
Taxi	N/A	N/A	N/A
Test driver	N/A	N/A	N/A
Tractor	N/A	N/A	N/A
<b>DRUG STORE</b>			
Clerk	2A	N/A	2A
Pharmacist (registered, no retail sales)	4A	4A	4A
<b>DRY CLEANING, LAUNDRY, DYEING</b>			
Cashier	A	N/A	A
Counter Duty	A	N/A	A
Manager (office or supervisory)	3A	N/A	3A
Owner (office or supervisory)	3A	3A	3A
Skilled worker	A	N/A	A
Supervisor	2A	N/A	2A
Unskilled worker	N/A	N/A	N/A
<b>ECONOMIST</b>			
PhD (at least 90% office duties)	5A/3	5A	5A
Masters (at least 90% office duties)	5A	5A	5A
Others	4A	4A	4A
<b>EDITOR (see PRINTING and PUBLISHING)</b>			
<b>ELECTRICAL INDUSTRY and CABLE TV</b>			
Electrician	A	A (BOE only)	A
Electroplater	A	A (BOE only)	A
Meter installer	A	A (BOE only)	A
Meter reader	A	N/A	A
Repairman	A	A (BOE only)	A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>ELECTRICAL INDUSTRY and CABLE TV (continued)</b>			
Skilled worker	A	N/A	A
Cable splicer	N/A	N/A	N/A
Conduit worker	N/A	N/A	N/A
Contractor (field or plant)	N/A	N/A	N/A
Lineman	N/A	N/A	N/A
Maintenance worker	N/A	N/A	N/A
Switchboard attendant	N/A	N/A	N/A
Welder	N/A	N/A	N/A
<b>ELEVATOR</b>			
Inspector	A	A (BOE only)	A
Builder	N/A	N/A	N/A
Installer	N/A	N/A	N/A
Operator	N/A	N/A	N/A
Repairman	N/A	N/A	N/A
<b>EMBALMERS (see FUNERAL DIRECTORS)</b>			
<b>ENGINEER</b>			
Registered professional (RPE, office duties only)	5A/3	5A	5A
Engineer (office and consulting only)	5A/3	5A	5A
Registered; some field and lab work, office duties 50% – 70%	4A	4A	4A
Inspecting or supervising in the field	3A	3A	3A
<b>ENTERTAINMENT INDUSTRY</b>			
Movies/television/radio/theater (not self-employed, independent or freelance) <sup>3</sup>			
Cameraman	2A	N/A	2A
Carpenter	A	N/A	A
Director	4A	N/A	4A
Disc Jockey	2A	N/A	2A
Electrician	A	N/A	A
Film Editor	3A	N/A	3A
Painter	A	N/A	A
Producer	4A	N/A	4A
Projectionist	2A	N/A	2A

<sup>3</sup> Benefits may be limited. Refer to Special Occupation Guidelines [page 2-6](#).

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>ENTERTAINMENT INDUSTRY</b> (not self employed, independent or freelance) <sup>3</sup> (continued)			
Reporter (studio only)	3A	N/A	3A
Reporter (in field)	2A	N/A	2A
Sound engineer	3A	N/A	3A
Stage Manager	A	N/A	A
Theater Manager	A	N/A	A
Writer (TV or film)	3A	N/A	3A
Actor	N/A	N/A	N/A
Actress	N/A	N/A	N/A
Announcer <sup>4</sup>	2A	N/A	2A
Booking agent <sup>4</sup>	2A	N/A	2A
Dancer	N/A	N/A	N/A
Entertainer	N/A	N/A	N/A
Production personnel	N/A	N/A	N/A
Singer	N/A	N/A	N/A
Makeup and wardrobe personnel	N/A	N/A	N/A
Property person	N/A	N/A	N/A
Stagehand	N/A	N/A	N/A
<b>Self-employed, independent or freelance</b>	IC <sup>3</sup>	IC <sup>3</sup>	IC <sup>3</sup>
<b>ENTOMOLOGIST</b> (see SCIENTIST)			
<b>ESTIMATOR</b> (see CONSTRUCTION)			
<b>EVENT PLANNER</b> (see MEETING PLANNER)			
<b>EXECUTIVE</b> (see specific industry or occupational underwriting information)			
<b>EXERCISE INSTRUCTOR</b>	N/A	N/A	N/A
<b>EXERCISE PSYCHOLOGIST</b>	2A	2A	2A
<b>EXPLOSIVE HANDLING</b>	N/A	N/A	N/A
<b>EXTERMINATOR</b>	N/A	N/A	N/A
<b>FARMER</b> (see AGRICULTURE)			
<b>FEDERAL GOVERNMENT EMPLOYEE</b>	IC <sup>5</sup>	IC <sup>5</sup>	IC <sup>5</sup>
<b>FILM PROCESSING</b>			
Developer	2A	2A	2A
Processor	2A	2A	2A

<sup>4</sup> W-2 Employees only.<sup>5</sup> Refer to FERS Guidelines on [page 2-4](#).

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>FINANCIAL PLANNER</b> (must have designation)			
5+ yrs., \$75,000 last 2 yrs.	4A	4A	4A
3+ yrs., \$30,000 last 2 yrs.	3A	3A	3A
<b>FIREFIGHTER</b>	N/A	N/A	N/A
<b>FISHING INDUSTRY</b>			
<b>(Coming ashore daily)</b>			
<b>Fisherman (boats of 85 feet or more):</b>			
Licensed engineer (engineering duties only)	A	A (BOE only)	A
Licensed master (running boat only)	A	A (BOE only)	A
Licensed mate (navigating duties only)	A	A (BOE only)	A
<b>All other boats</b>	N/A	N/A	N/A
Fisherman (boats under 85 feet)	N/A	N/A	N/A
<b>Packing, processing or hatchery:</b>			
Foreman	2A	N/A	2A
Supervisor	2A	N/A	2A
Superintendent	2A	N/A	2A
Skilled worker	N/A	N/A	N/A
Unskilled worker	N/A	N/A	N/A
<b>FLIGHT ATTENDANT</b> (see AIRLINE)			
<b>FLOOR FINISHER/SANDER</b>	N/A	N/A	N/A
<b>FLORIST or NURSERYMAN</b>			
Clerk	2A	N/A	2A
Delivery duties	A	N/A	A
Field worker (full-time, year-round)	A	N/A	A
Greenhouse duties	A	N/A	A
Manager	2A	N/A	2A
Owner	2A	2A	2A
Salesperson	2A	N/A	2A
<b>FUMIGATOR</b> (see EXTERMINATOR)			
<b>FUNERAL DIRECTOR, MORTICIAN, UNDERTAKER</b>			
Embalmer	A	N/A	A
Other (skilled worker)	A	N/A	A
Proprietor, no embalming	3A	3A	3A
<b>FURNITURE MOVER</b>	N/A	N/A	N/A
<b>FURNITURE REFINISHING</b> (Not out of home)	A	A (BOE only)	A



## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>FURRIER</b>			
Office	3A	3A	3A
Sales	3A	3A	3A
<b>GARBAGE COLLECTOR</b> (see SANITATION and SEWAGE DISPOSAL)			
<b>GARDENER, LANDSCAPER</b> (full-time, year-round):			
Owner (no manual labor)	A	A (BOE only)	A
Other	N/A	N/A	N/A
Using heavy equipment	N/A	N/A	N/A
<b>GAS STATION/GARAGE</b> (see AUTOMOTIVE)			
<b>GEOLOGIST</b> (see SCIENTIST)			
<b>GOLF CLUB</b>			
Club professional, golf or tennis (full-time only, year-round)	A	N/A	A
Supervision of min. 2 employees, admin. of pro shop, no instruction, no touring	2A	N/A	2A
No more than 15% of time instructing, supervise 2 employees, admin. of pro shop, no touring	A	N/A	A
Greenskeeper	A	N/A	A
Groundskeeper	A	N/A	A
Instructor	N/A	N/A	N/A
Manager	2A	N/A	2A
Proprietor	2A	2A	2A
Attendant	N/A	N/A	N/A
Maintenance	N/A	N/A	N/A
<b>GOVERNMENT EMPLOYEE</b>	IC <sup>6</sup>	IC <sup>6</sup>	IC <sup>6</sup>
<b>GRAPHIC ARTIST</b> (see ARTIST)			
<b>GROCERY STORE, SUPERMARKET</b>			
Cashier	A	N/A	A
Manager (office duties only)	3A	N/A	3A
Manager (other)	2A	N/A	2A
Proprietor (office duties)	3A	3A	3A
Proprietor (other)	2A	2A	2A
Stock Clerk	A	N/A	A

<sup>6</sup> Refer to Guidelines on [page 2-4](#).

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>GUARD</b>	N/A	N/A	N/A
<b>GUIDANCE COUNSELOR</b>			
College	5A	N/A	5A
High School	4A	N/A	4A
<b>GUNSMITH</b>	2A	2A	2A
<b>HAIRDRESSER</b> (see BARBER and BEAUTY PARLOR)			
<b>HEALTH CLUB MANAGER</b>			
Office duties only	2A	N/A	2A
Other	N/A	N/A	N/A
<b>HEDGE FUND MANAGER</b>	IC <sup>7</sup>	IC <sup>7</sup>	IC <sup>7</sup>
<b>HOSPITAL</b> (see MEDICAL SERVICES)			
<b>HOTEL, MOTEL, INN</b> (AAA recommended, office only, 25 or more employees)			
Cashier	2A	N/A	2A
Clerk	2A	N/A	2A
Maintenance (skilled worker)	A	N/A	A
Manager (office only)	3A	N/A	3A
Other managers	2A	N/A	2A
Proprietor (office only)	3A	3A	3A
Other proprietors	2A	2A	2A
Bellboy	N/A	N/A	N/A
Bartender	N/A	N/A	N/A
Chambermaid	N/A	N/A	N/A
Elevator operator	N/A	N/A	N/A
House detective	N/A	N/A	N/A
Porter	N/A	N/A	N/A
Waiter	N/A	N/A	N/A
<b>HUMAN RESOURCE MANAGER</b>	4A	N/A	4A
<b>ILLUSTRATOR</b> (see ARTIST)			
<b>IMPORTER</b> (no manual duties)	2A	2A	2A
<b>INCINERATION PLANT</b>	N/A	N/A	N/A
<b>INDEPENDENT CONTRACTORS</b>	IC <sup>8</sup>	IC <sup>8</sup>	IC <sup>8</sup>

<sup>7</sup> Benefits may be limited. Refer to Special Occupation Guidelines [page 2-8](#).

<sup>8</sup> Benefits may be limited. Refer to Special Occupation Guidelines [page 2-6](#).

**OCCUPATION TITLE****OCC CLASS**

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>INSPECTOR</b>			
Building	2A	2A	2A
Credit	2A	2A	2A
Elevator	2A	2A	2A
Food	2A	2A	2A
Insurance	2A	2A	2A
Manufacturing	2A	2A	2A
Real estate	2A	2A	2A
Livestock	N/A	N/A	N/A
Lumber	N/A	N/A	N/A
Railroad	N/A	N/A	N/A
Trucks	N/A	N/A	N/A
<b>INSURANCE INDUSTRY</b>			
Adjuster/appraiser	3A	3A	3A
Career Agent (less than 5 yrs. experience)	3A	3A	3A
Career Agent (5 or more yrs. experience)	4A	4A	4A
Career Agents earning \$250,000 and above in total earned income	5A	5A	5A
Broker (5 or more yrs. experience, \$35,000 first-year commission)	3A	3A	3A
Broker (other)	2A	2A	2A
Claims Examiner and Underwriter (home office only)	4A	N/A	4A
Clerk	2A	N/A	2A
General agent	5A	5A	5A
Office manager (over \$100,000 and 5 years' experience)	4A	N/A	4A
Office manager (over \$50,000 and 3 years' experience)	3A	N/A	3A
Office manager (other)	2A	N/A	2A
<b>INTERIOR DECORATOR (see DECORATOR)</b>			
<b>INTERPRETER</b>	3A	3A	3A
<b>JANITOR</b>	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>JEWELER</b>			
Cutting	2A	2A	2A
Merchant (see also RETAIL SALES)	3A	3A	3A
Polishing	2A	2A	2A
Repairing	2A	2A	2A
Setting	2A	2A	2A
<b>JOCKEY</b>	N/A	N/A	N/A
<b>JOURNALIST</b> (see WRITER)			
<b>JUDGE</b> (see LEGAL)			
<b>JUNK DEALER</b>			
Proprietor (office duties)	2A	2A	2A
Proprietor (supervising only, no manual labor)	A	A (BOE only)	A
Other	N/A	N/A	N/A
<b>KENNEL</b>			
Proprietor (office duties)	2A	2A	2A
Groom	N/A	N/A	N/A
Trainer	N/A	N/A	N/A
Other	N/A	N/A	N/A
<b>KEY MAKER</b> (see LOCKSMITH)			
<b>LABOR UNIONS</b>			
Business agent	2A	N/A	2A
Union official, office duties only	3A	N/A	3A
Organizer	N/A	N/A	N/A
<b>LABORATORY TECHNICIAN</b> (see MEDICAL SERVICES)			
<b>LABORER</b> (not otherwise classified)			
Skilled	N/A	N/A	N/A
Unskilled	N/A	N/A	N/A
<b>LANDSCAPE ARCHITECT</b> (see ARCHITECT)			
<b>LANDSCAPER</b> (see GARDENER)			
<b>LAWYER</b> (see LEGAL)			
<b>LAUNDRY</b> (see DRY CLEANING, LAUNDRY, DYEING)			
<b>LEASING COMPANIES</b>			
Executive	3A	3A	3A
Supervision	A	N/A	A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>LECTURERS</b>	IC	IC	IC
<b>LEGAL</b>			
Attorney	5A/3	5A	5A
Court Reporter	N/A	N/A	N/A
Legal Assistant, Certified	3A	N/A	3A
Judge	IC	IC	IC
Other	2A	2A	2A
Legal Secretary	3A	N/A	3A
Legal Transcriber (not at home)	2A	2A	2A
Paralegal	4A	4A	4A
Title Abstractor/Searcher	3A	3A	3A
<b>LENS</b>			
Grinder	2A	2A	2A
Polisher	2A	2A	2A
Cutter	N/A	N/A	N/A
<b>LIBRARIAN</b>	4A	N/A	4A
<b>LIFE/WEALTH COACH</b> (office duties only, \$50,000 income for 2 years)	3A	3A	3A
<b>LIFE/WEALTH COACH</b> (other)	2A	2A	2A
<b>LIQUOR INDUSTRY</b> (also see RESTAURANT/BAR)			
<b>Brewery, distillery, winery:</b>			
Foreman	2A	N/A	2A
Inspector	2A	N/A	2A
<b>Liquor store sales</b> (none consumed on premises):			
Manager (office duties only)	3A	N/A	3A
Manager (supervisory duties only)	2A	N/A	2A
Proprietor (office duties only)	3A	3A	3A
Proprietor (supervisory duties only)	2A	2A	2A
Salesperson	2A	N/A	2A
Shipping clerk	A	N/A	A
<b>LITERARY AGENT</b>	3A	3A	3A
<b>LITHOGRAPHER</b> (see PRINTING)			

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>LIVESTOCK</b>			
Broker (not handling stock)	3A	3A	3A
Buyer (not handling stock)	3A	3A	3A
Farmer or rancher (see AGRICULTURE)			
Inspector	N/A	N/A	N/A
Stockyard worker	N/A	N/A	N/A
Weigher	N/A	N/A	N/A
<b>LOBBYIST</b>	4A	4A	4A
<b>LOCKSMITH</b>	2A	2A	2A
<b>LUMBER INDUSTRY</b> Logging (not in forest, office duties only):			
Proprietor	IC	IC	IC
Clerk	IC	IC	IC
Contractor	IC	IC	IC
Grader	N/A	N/A	N/A
Inspector	N/A	N/A	N/A
Logger	N/A	N/A	N/A
Lumber worker	N/A	N/A	N/A
Mill foreman	N/A	N/A	N/A
Other mill worker	N/A	N/A	N/A
Sawyer	N/A	N/A	N/A
Skilled machine operator	N/A	N/A	N/A
Timber cruiser	N/A	N/A	N/A
Forester (teaching only)	IC	IC	IC
<b>MAGAZINES</b> (see PRINTING and PUBLISHING)			
<b>MANAGEMENT CONSULTANT</b> (see CONSULTANT)			
<b>MANICURIST</b> (see BARBER and BEAUTY PARLOR)			
<b>MANUFACTURING</b> (see also CHEMICAL INDUSTRY)			
Assembler	A	N/A	A
Bench worker (not using machines)	A	N/A	A
Designer (office and consulting only)	3A	3A	3A
Diemaker	A	N/A	A
Draftsman (office and consulting only)	3A	3A	3A
Electrician	A	A (BOE only)	A
Foreman (working)	A	N/A	A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>MANUFACTURING</b> (see also CHEMICAL INDUSTRY) (continued)			
Foreman	2A	N/A	2A
Inspector	2A	2A	2A
Installer	A	N/A	A
Lab technician	2A	N/A	2A
Machine operator	A	N/A	A
Machinist	A	N/A	A
Mechanic	A	N/A	A
Millwright	A	N/A	A
Other skilled worker	2A	N/A	2A
Pattern maker	A	N/A	A
Receiving clerk	2A	N/A	2A
Shipping clerk	2A	N/A	2A
Superintendent	2A	N/A	2A
Tester	A	N/A	A
Toolmaker	A	N/A	A
Craneman	N/A	N/A	N/A
Fireman	N/A	N/A	N/A
Grinder	N/A	N/A	N/A
Kiln operator	N/A	N/A	N/A
Other unskilled worker	N/A	N/A	N/A
Warehouse worker	N/A	N/A	N/A
Welder	N/A	N/A	N/A
Yardman	N/A	N/A	N/A
<b>MANUFACTURER'S REPRESENTATIVE</b> (see specific industry or SALES PERSON)			
<b>MARINE INDUSTRY</b> (also see specific industry)			
Harbor master	2A	N/A	2A
Harbor pilot	A	N/A	A
<b>Marina:</b>			
Manager	2A	N/A	2A
Owner	2A	2A	2A
Skilled worker	A	N/A	A
Unskilled worker	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>MARINE INDUSTRY</b> (also see specific industry) (continued)			
Dock worker	N/A	N/A	N/A
Longshoreman	N/A	N/A	N/A
Passenger liner, freighter, tanker	N/A	N/A	N/A
<b>MARKET RESEARCH ANALYST</b>	3A	3A	3A
<b>MARKETING</b> (see ADVERTISING)			
<b>MASSAGE THERAPIST</b> (see MEDICAL SERVICES)			
<b>MASSEUR</b> (health club only)	A	A (BOE only)	A
<b>MEDICAL SERVICES</b>			
Chiropractor	N/A	N/A	N/A
Homeopath	3A	3A	3A
<b>Hospital:</b>			
Administrator/executive	5A/3	N/A	5A
All others (other administrators)	3A	N/A	3A
Cook	A	N/A	A
Dietitians (no cooking)	3A	N/A	3A
Managers	3A	N/A	3A
Nutritionist	3A	N/A	3A
Other office workers (see OFFICE WORKER)			
<b>All other nonprofessional employees:</b>			
Housekeeping	N/A	N/A	N/A
Kitchen	N/A	N/A	N/A
Laundry workers	N/A	N/A	N/A
Maintenance personnel	N/A	N/A	N/A
Security	N/A	N/A	N/A
EMT (Emergency Medical Technician)	N/A	N/A	N/A
Medical Assistant	3A	N/A	3A
<b>Midwife:</b>			
Registered nurses (with advanced midwifery specialization working in a hospital/clinic/doctor's office setting only)	3A	N/A	3A
Other registered nurses practicing midwifery in hospital/clinic/doctor's office only	2A	N/A	2A
Others, or in rural areas making "house calls" as visiting nurses	IC	IC	IC



## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>MEDICAL SERVICES</b> (continued)			
Naprapathy	2A	2A	2A
Naturopath/homeopath	3A	3A	3A
<b>Nurses (not psychiatric):</b>			
Licensed Practical Nurses (LPN) in hospital (not psychiatric), clinic, (including nursing home only), doctor's office	2A	N/A	2A
Nurses' aides	N/A	N/A	N/A
Nurse anesthetist	3A	3A	3A
Nurse practitioner	3A	3A	3A
Nursing supervisor (admin. duties only)	2A	N/A	2A
Private duty nurse (outside hospital)	N/A	N/A	N/A
Registered Nurses (RN) in hospital (not psychiatric), clinic (including nursing homes only), doctor's office	2A	N/A	2A
Visiting nurses (all levels)	IC	IC	IC
Nurses in psychiatric hospitals	N/A	N/A	N/A
Nurses in restricted psychiatric wards in hospitals	N/A	N/A	N/A
Orderly	N/A	N/A	N/A
Orthotist	3A	3A	3A
Optometrist	5P/1	5P	5P <sup>9</sup>
Ophthalmologist	3P	4P	3P
Optician	3A	3A	3A
<b>Paramedical examiners:</b>			
In paramed facility or clinic exclusively	2A	N/A	2A
Others	N/A	N/A	N/A
Perfusionist	3A	3A	3A
Pharmacist (registered)	4A	4A	4A
Prosthetist	3A	3A	3A
<b>Physicians/Medical Specialist:</b> <sup>10</sup>			
Acupuncturist, MD	3P	4P	3P
Allergist	5P/1	5P	5P <sup>9</sup>
Anesthesiologist	3P	4P	3P
Cardiologist, invasive/interventional	3P	4P	3P

<sup>9</sup> Availability varies by state. Please refer to the Disability Product Approval Grid on FieldNet (DI7137).  
If 5P not available, use 4P.

<sup>10</sup> Best occ class for Invasive Physicians not noted will be 3P.

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>MEDICAL SERVICES</b> (continued)			
<b>Physicians/Medical Specialist</b> (continued): <sup>10</sup>			
Cardiologist, non-invasive	5P	5P	5P <sup>9</sup>
Cardiovascular Surgeon	3P	4P	3P
Critical Care Specialist	4P	5P	4P
Dermatologist, invasive	4P	5P	4P
Dermatologist, non-invasive	5P	5P	5P <sup>9</sup>
Embryologist	4P	5P	4P
Emergency Room	3P	4P	3P
Endocrinologist	5P	5P	5P <sup>9</sup>
Endodontist	4P	5P	4P
ENT	4P	5P	4P
Family Practice Physician	5P/1	5P	5P <sup>9</sup>
Gastroenterologist	5P	5P	5P <sup>9</sup>
Geneticist	4P	5P	4P
Geriatrician	5P/1	5P	5P <sup>9</sup>
Gynecologist	3P/2	4P	3P
Hematologist	5P/1	5P	5P <sup>9</sup>
Hospitalist	5P/1	5P	5P <sup>9</sup>
Hospice Physician	5P	5P	5P <sup>9</sup>
Immunologist	5P	5P	5P <sup>9</sup>
Infectious Disease	4P	5P	4P
Infertility Specialist	4P	5P	4P
Internal Medicine	5P/1	5P	5P <sup>9</sup>
Medical Resident <sup>11</sup>	3P	N/A	3P
Medical Student <sup>11</sup>	3P	N/A	3P
Naturopathic (licensed physician)	3P	4P	3P
Neonatologist, invasive	5P	5P	5P <sup>9</sup>
Neonatologist, non-invasive	5P/1	5P	5P <sup>9</sup>
Nephrologist	5P/1	5P	5P <sup>9</sup>
Neurological Surgery	3P	4P	3P
Neurologist	5P	5P	5P <sup>9</sup>

<sup>9</sup> Availability varies by state. Please refer to the Disability Product Approval Grid on FieldNet (DI7137).  
If 5P not available, use 4P.

<sup>10</sup> Best occ class for Invasive Physicians not noted will be 3P.

<sup>11</sup> If specialty chosen, then use appropriate occ class.

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>MEDICAL SERVICES</b> (continued)			
<b>Physicians/Medical Specialist</b> (continued): <sup>10</sup>			
Obstetrician	3P	4P	3P
Obstetrician/Gynecologist	3P	4P	3P
Occupational Medicine Specialist	4P	5P	4P
Oncologist	5P/1	5P	5P <sup>9</sup>
Oncologist, surgical	3P/2	4P	3P
Ophthalmologist	3P	4P	3P
Optometrist	5P/1	5P	5P <sup>9</sup>
Orthopedic Surgeon	3P	4P	3P
Osteopath, invasive	4P	5P	4P
Osteopath, non-invasive	4P	5P	4P
Pain Management Specialist	3P	4P	3P
Palliative Care Physician	5P	5P	5P <sup>9</sup>
Pathologist	5P	5P	5P <sup>9</sup>
Pediatrician	5P/1	5P	5P <sup>9</sup>
Physiatrist	5P	5P	5P <sup>9</sup>
Physical Medicine	5P	5P	5P <sup>9</sup>
Podiatrist	3P	4P	3P
Psychiatrist	4P	5P	4P
Psychologist (Ph.D.)	5P	5P	5P <sup>9</sup>
Pulmonologist	5P/1	5P	5P <sup>9</sup>
Radiologist, invasive	4P	5P	4P
Radiologist, non-invasive	5P	5P	5P <sup>9</sup>
Rheumatologist	5P/1	5P	5P
Surgeon (otherwise not listed)	3P/2	4P	3P
Thoracic Surgeon	3P	4P	3P
Urologist	4P	5P	4P
<b>Physician's Assistant</b>	4A	N/A	4A

<sup>9</sup> Availability varies by state. Please refer to the Disability Product Approval Grid on FieldNet (DI7137).  
If 5P not available, use 4P.

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>MEDICAL SERVICES</b> (continued)			
<b>Technicians:</b> (in hospital, clinic or doctor's office only)			
Dialysis	3A	N/A	3A
ECG	3A	N/A	3A
Laboratory	3A	N/A	3A
Medical	3A	N/A	3A
Ultrasound	3A	N/A	3A
X-ray	3A	N/A	3A
<b>Therapists</b> (in hospital, clinic or doctor's office):			
Audiologist	3A	3A	3A
Exercise physiologist	2A	2A	2A
<b>Massage:</b>			
Certified	A	A (BOE only)	A
Licensed	A	A (BOE only)	A
Others	N/A	N/A	N/A
Occupational	3A	3A	3A
Physical	3A	3A	3A
Psychiatrist	4P	5P	4P
Psychologist (Ph.D.)	5P	5P	5P <sup>9</sup>
Psychotherapist	4A	4A	4A
Radiation therapist	2A	N/A	2A
Respiratory	2A	N/A	2A
Speech therapist/pathologist	3A	3A	3A
Others	N/A	N/A	N/A
<b>MEETING and EVENT PLANNER</b>	3A	3A	3A
<b>MERCHANT</b> (see RETAIL SALES)			
<b>METALLURGIST</b> (see SCIENTIST)			
<b>METEOROLOGIST</b> (see SCIENTIST)			
<b>MILITARY PERSONNEL</b>	N/A	N/A	N/A
<b>MINING</b> (office duties only)			
Chemist	3A	3A	3A
Manager	3A	N/A	3A
Owner	3A	3A	3A
Mining engineer	3A	3A	3A

**OCCUPATION TITLE****OCC CLASS**

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>MINING</b> (surface work only, 20% of time)			
Chemist	2A	2A	2A
Manager	2A	N/A	2A
Mining engineer	2A	2A	2A
Owner	2A	2A	2A
Others	N/A	N/A	N/A
<b>MINISTER, RABBI and CANTOR</b>	3A	3A	3A
<b>MODEL</b>	N/A	N/A	N/A
<b>MONUMENT INDUSTRY</b>			
Dealer (office only)	3A	3A	3A
Other dealer (supervisory only)	2A	2A	2A
Proprietor (office only)	3A	3A	3A
Other proprietor (supervisory only)	2A	2A	2A
Delivery person	N/A	N/A	N/A
Engraver	N/A	N/A	N/A
<b>MORTGAGE BROKER</b> (see BROKER)			
<b>MOTEL</b> (see HOTEL, MOTEL, INNS)			
<b>MOTION PICTURE and THEATER</b> (see ENTERTAINMENT INDUSTRY)			
<b>MOVING and STORAGE</b>			
Dispatcher	A	N/A	A
Estimator	A	N/A	A
Foreman	A	N/A	A
Manager (office only)	2A	N/A	2A
Proprietor (office only)	2A	2A	2A
Salesperson (not handling freight)	A	N/A	A
Checker	N/A	N/A	N/A
Driver	N/A	N/A	N/A
Freight Handler	N/A	N/A	N/A
Watchman	N/A	N/A	N/A
<b>MUSICIAN</b>			
Concert (working full-time)	2A	2A	2A
Music teacher (classroom only)	4A	4A	4A
Other music teacher (not in home)	3A	3A	3A
Symphony (working full-time)	2A	2A	2A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>MUSICIAN</b> (continued)			
Others	N/A	NA	NA
<b>NATURAL GAS INDUSTRY</b> (see OIL and NATURAL GAS)			
<b>NEWSPAPER INDUSTRY</b> (see also PRINTING and PUBLISHING)			
Correspondent	2A	N/A	2A
Photographer	2A	N/A	2A
Reporter (in field)	2A	N/A	2A
Deliverer	N/A	N/A	N/A
<b>NURSES</b> (see MEDICAL SERVICES)			
<b>NURSEYMAN</b> (see FLORIST or GARDENER)			
<b>OCCUPATIONAL THERAPIST</b> (see MEDICAL SERVICES)			
<b>OFFICE WORKER</b>			
Administrator	3A	N/A	3A
<b>Administrative Assistant:</b>			
Over \$100,000 and 5 yrs. experience	4A	N/A	4A
Over \$50,000 and 3 yrs. experience	3A	N/A	3A
Others	2A	N/A	2A
<b>Office clerk:</b>			
Min. 3 yrs. of exp., income >\$50,000	3A	N/A	3A
Others	2A	N/A	2A
<b>Office manager</b>			
Over \$100,000 and 5 yrs. experience	4A	N/A	4A
Over \$50,000 and 3 yrs. experience	3A	N/A	3A
Others	2A	N/A	2A
Secretary	2A	N/A	2A
Stenographer	2A	2A	2A
Stenotyper	2A	2A	2A
Typist	2A	2A	2A
<b>OFFICE EQUIPMENT</b>			
Repairing	2A	2A	2A
Sales	3A	3A	3A
Delivery	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>OIL AND NATURAL GAS</b>			
<b>On-shore drilling and certain platform occupations:</b>			
Foreman	A	N/A	A
Manager (no manual duties)	2A	N/A	2A
Off-shore worker, Stationary Engineer	A	N/A	A
Superintendent (no manual duties)	2A	N/A	2A
Blacksmith	N/A	N/A	N/A
Crane Operator	N/A	N/A	N/A
Driller	N/A	N/A	N/A
Firefighter	N/A	N/A	N/A
Off-shore worker, Pumpman	N/A	N/A	N/A
<b>Pipeline:</b>			
Foreman	A	N/A	A
Inspector	N/A	N/A	N/A
Pumper	N/A	N/A	N/A
Repairman	N/A	N/A	N/A
Trench machine operator	N/A	N/A	N/A
Welder	N/A	N/A	N/A
Refinery (see also MANUFACTURING)	N/A	N/A	N/A
<b>OPTICIAN</b>			
Grinding and shop work	2A	2A	2A
Selling and fitting only	3A	3A	3A
<b>OPTOMETRIST</b> (see MEDICAL SERVICES)			
<b>ORTHOTIST</b> (see MEDICAL SERVICES)			
<b>PACKING and SLAUGHTERHOUSE</b>			
All occupations	N/A	N/A	N/A
<b>PAINTER</b>			
Interior	A	A (BOE only)	A
Sign (in shop)	A	A (BOE only)	A
Bridge	N/A	N/A	N/A
Exterior (house or sign)	N/A	N/A	N/A
Spire	N/A	N/A	N/A
Structural steel	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>PAPERHANGER</b>	A	A (BOE only)	A
<b>PARALEGAL</b> (see LEGAL)			
<b>PARKING ATTENDANT</b>	N/A	N/A	N/A
<b>PASTRY CHEF</b> (see RESTAURANT/BAR)			
<b>PAWNBROKER</b>	N/A	N/A	N/A
<b>PAYROLL CLERK</b>	3A	N/A	3A
<b>PERIODONTIST</b> (see DENTISTRY)			
<b>PERSONNEL AGENCY</b>			
Manager	3A	N/A	3A
Proprietor (owner)	4A	4A	4A
Recruiter	3A	3A	3A
Other (see OFFICE WORKER)			
<b>PHARMACIST</b>			
Clinical Pharmacist	5A	N/A	5A
Hospital Pharmacy Doctor	5A	N/A	5A
Registered/retail	4A	4A	4A
<b>PHOTOGRAPHER</b>			
Commercial	2A	2A	2A
Motion picture	2A	2A	2A
Newspaper	2A	2A	2A
Studio (portrait only, not in home)	2A	2A	2A
Aerial	N/A	N/A	N/A
Underwater	N/A	N/A	N/A
<b>PHYSICAL THERAPIST</b> (see MEDICAL SERVICES)			
<b>PHYSICIST</b> (see SCIENTIST)			
<b>PIANO</b>			
Repairer	A	A (BOE only)	A
Tuner	2A	2A	2A
<b>PILOT (Commercial Aircraft)</b>	N/A	N/A	N/A
<b>PODIATRIST</b> (see MEDICAL SERVICES)			
<b>POLICE OFFICER</b>	N/A	N/A	N/A
<b>PORTFOLIO MANAGER</b>			
Earning at least \$200,000/yr. last 2 years	5A	5A	5A
Others	4A	4A	4A



**OCCUPATION TITLE****OCC CLASS**

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>POSTAL EMPLOYEES</b>			
Inspector (office duties only)	3A	N/A	3A
Letter Carriers	N/A	N/A	N/A
Postmaster General	3A	N/A	3A
<b>PRINTING and PUBLISHING (see also NEWSPAPER)</b>			
Bookbinder	2A	2A	2A
Compositor	A	N/A	A
Copywriter (office duties only)	2A	2A	2A
Correspondent	2A	2A	2A
Editor	4A	4A	4A
Electrotypist	A	N/A	A
Engraver	2A	2A	2A
Executive	5A/3	N/A	5A
Foreman	2A	N/A	2A
Linotype operator	A	A (BOE only)	A
Lithographer	A	A (BOE only)	A
Lithographic artist	3A	3A	3A
Machine operator	A	N/A	A
Mechanic	A	N/A	A
Other skilled worker	A	N/A	A
Photographer	2A	2A	2A
Pressman	A	N/A	A
Proofreader	2A	2A	2A
Proprietor	4A	4A	4A
Publisher	4A	4A	4A
Reporter (in field)	2A	N/A	2A
Typesetter	A	N/A	A
<b>PROFESSOR (College/University)</b>			
Masters level instructor	5A	N/A	5A
Ph.D. (not government or municipal employee, classroom duties only)	5A	N/A	5A
<b>PUBLIC RELATIONS AGENT</b>	3A	3A	3A
<b>PROSTHETIST (see MEDICAL SERVICES)</b>			
<b>PURCHASING AGENT (Office duties only)</b>	3A	3A	3A
<b>PYROTECHNIST</b>	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>QUARRY WORKERS</b>			
Compressor engineers	A	N/A	A
Foreman	A	N/A	A
Skilled workers	A	N/A	A
Explosive handlers	N/A	N/A	N/A
<b>RADIO</b> (see ENTERTAINMENT INDUSTRY)			
<b>RAILROAD or SUBWAY</b> (see TRANSPORTATION)			
<b>REAL ESTATE</b>			
Appraiser	2A	2A	2A
Building Superintendent	2A	2A	2A
Commercial sales only	3A	3A	3A
Owner (min. \$100,000 for 3 years)	3A	3A	3A
Owner (less than \$100,000)	2A	2A	2A
Residential sales (min. 3 yrs. in business, \$50,000 income for 2 yrs.)	3A	3A	3A
Others	2A	2A	2A
Inspector	2A	2A	2A
Property Manager (office duties only, \$50,000 income for 2 years)	3A	3A	3A
Property Manager (other)	2A	2A	2A
<b>REAL ESTATE DEVELOPERS</b>	IC <sup>12</sup>	IC <sup>12</sup>	IC <sup>12</sup>
<b>RECRUITER</b>	3A	3A	3A
<b>REPAIRMAN</b> (see specific industry)			
Not otherwise classified	A	A (BOE only)	A
<b>REPORTER</b> (see also NEWSPAPER INDUSTRY)			
Court	N/A	N/A	N/A
Newspaper (in field)	2A	N/A	2A
<b>RESPIRATORY THERAPIST</b> (see MEDICAL SERVICES)			
<b>RESTAURANT/BAR</b> (see also CATERER)			
Cashier	2A	N/A	2A
Chef	3A	N/A	3A
Cook	2A	N/A	2A
Hostess	2A	N/A	2A

<sup>12</sup> Benefits if available will be limited. Refer to Special Occupation Guidelines [page 2-8](#).

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>RESTAURANT/BAR</b> (see also CATERER) (continued)			
Manager	2A	N/A	2A
Proprietor	2A	2A	2A
Bartender	N/A	N/A	N/A
Busboy	N/A	N/A	N/A
Checkroom attendant	N/A	N/A	N/A
Dishwasher	N/A	N/A	N/A
Waiter	N/A	N/A	N/A
Waitress	N/A	N/A	N/A
Nightclubs (all occupations)	N/A	N/A	N/A
<b>Other establishments (diner, drive-in, fast-food):</b>			
Manager (office duties only)	2A	N/A	2A
Proprietor (office duties only)	2A	2A	2A
Bartender	N/A	N/A	N/A
Busboy	N/A	N/A	N/A
Cashier	N/A	N/A	N/A
Chef	N/A	N/A	N/A
Cook	N/A	N/A	N/A
Counterman	N/A	N/A	N/A
Dishwasher	N/A	N/A	N/A
Other employee	N/A	N/A	N/A
Waiter	N/A	N/A	N/A
Waitress	N/A	N/A	N/A
<b>RETAIL SALES</b> (see also specific industry)			
Manager	3A	N/A	3A
Proprietor (office duties only)	4A	4A	4A
Receiving clerk	2A	N/A	2A
Salesclerk (no delivering)	2A	N/A	2A
Shipping clerk (light items)	2A	N/A	2A
Stock clerk (heavy items)	A	N/A	A
Canvassing	N/A	N/A	N/A
Convenience stores (all occupations)	N/A	N/A	N/A
Delivering	N/A	N/A	N/A
Repairing	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>RUG CLEANER</b>	N/A	N/A	N/A
<b>SALES PERSON</b> (see specific industry if not otherwise classified)			
Industrial products	4A	4A	4A
In-home sales (cosmetics, dinnerware)	N/A	N/A	N/A
Inside salesclerk	2A	N/A	2A
Manufacturer's representative (soliciting orders, no delivery, dealing with business only, minimum \$100,000 net income in each of last 2 yrs.)	4A	4A	4A
Manufacturer's representative (other)	3A	3A	3A
Pharmaceutical sales representative	4A	4A	4A
Route salesperson (delivery by truck or van)	N/A	N/A	N/A
Sales manager (salaried, executive duties, incidental travel only, 3 yrs. experience, \$50,000 income)	4A	N/A	4A
Sales manager (other)	3A	N/A	3A
Salesperson (no canvassing, delivering or repairing)	3A	N/A	3A
Salesperson (door-to-door delivery or repairing)	N/A	N/A	N/A
<b>SANITATION and SEWAGE DISPOSAL</b>			
Foreman	A	N/A	A
Collector	N/A	N/A	N/A
Equipment operator	N/A	N/A	N/A
Government employee	N/A	N/A	N/A
Inspector	N/A	N/A	N/A
Maintenance worker	N/A	N/A	N/A
Mechanic	N/A	N/A	N/A
Trucker	N/A	N/A	N/A
<b>SCIENTIST</b> (also see specific industry)			
<b>PhD, Office or laboratory only:</b>			
Archaeologist, Bacteriologist, Biochemist, Biologist, Botanist, Chemist, Entomologist, Geologist, Metallurgist, Meteorologist, Physicist, Scientist, Toxicologist, Zoologist	5A/3	5A	5A
<b>Office or laboratory only:</b>			
Archaeologist, Bacteriologist, Biochemist, Biologist, Botanist, Chemist, Entomologist, Geologist, Metallurgist, Meteorologist, Physicist, Toxicologist, Scientist, Zoologist	5A	5A	5A
Field work – On shore	3A	3A	3A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>SCIENTIST</b> (also see specific industry) (continued)			
<b>Office or laboratory only</b> (continued):			
Field work – Offshore	N/A	N/A	N/A
Data	5A	5A	5A
<b>SEAMSTRESS</b> (see TAILOR)			
<b>SECRETARY</b> (see OFFICE WORKER)			
<b>SERVANT or DOMESTIC</b>	N/A	N/A	N/A
<b>SERVICE STATION</b> (see AUTOMOBILE)			
<b>SHIPBUILDING</b> (see MANUFACTURING)			
<b>SHOE REPAIR</b>	A	A (BOE only)	A
<b>SIGN and BILLBOARD INDUSTRY</b>			
Designer	3A	3A	3A
Draftsman	3A	3A	3A
Other skilled production	A	A (BOE only)	A
Painter (in shop only)	A	A (BOE only)	A
Erector	N/A	N/A	N/A
Maintenance worker	N/A	N/A	N/A
Outside painter	N/A	N/A	N/A
<b>SKATING RINK</b>			
All occupations	N/A	N/A	N/A
<b>SLAUGHTERHOUSE</b> (see PACKING and SLAUGHTERHOUSE)			
<b>SOCIAL MEDIA</b>			
Blogger, Gamer, Influencer, YouTuber	N/A	N/A	N/A
<b>SOCIAL SERVICE WORKER</b>			
<b>LCSW</b> (those working in high risk environments e.g., prison, are (N/A)	4A	4A	4A
<b>MSW</b> (those working in high risk environments e.g., prison, are (N/A)	4A	4A	4A
Other	3A	3A	3A
<b>SPEAKERS</b>	IC	IC	IC
<b>SPEECH THERAPIST</b> (see MEDICAL SERVICES)			
<b>SPORTS</b> (see ATHLETICS)			
<b>STABLE</b>			
All occupations	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>STATISTICIAN</b>	5A	5A	5A
<b>STENOGRAPHER, STENOTYPER</b> (see OFFICE WORKER)			
<b>STEWARDESS</b> (see AIRLINE)			
<b>STOCK BROKER</b> (see BROKER)			
<b>STUDENT</b> (see also Starting Professional Limits <a href="#">page 1-4</a> )	N/A	N/A	N/A
<b>SURVEYOR</b>			
Field work	2A	2A	2A
Supervisory only	3A	3A	3A
<b>TAILORING</b>			
Dressmaker (not in home or factory)	2A	2A	2A
Seamstress	2A	2A	2A
Tailor	2A	2A	2A
<b>TAXICAB DRIVER</b> (see DRIVER)			
<b>TAXIDERMIST</b>	2A	2A	2A
<b>TEACHERS/PROFESSORS</b> (see <a href="#">page 2-4</a> for the PERS guidelines)			
Dean	5A	N/A	5A
Principal/Superintendent of Schools	4A	N/A	4A
<b>Teachers</b>			
Academic (min. 5 yrs. experience and/or master's degree)	4A	N/A	4A
Academic (min. \$25,000 income for past 2 yrs.)	3A	N/A	3A
Academic— all others	2A	N/A	2A
Guidance Counselor (high school)	4A	N/A	4A
Home Economics	3A	N/A	3A
Music teacher (classroom only)	4A	N/A	4A
Physical Education	2A	N/A	2A
Psychology M. Ed, Ed. S.	4A	N/A	4A
Shop/Technical Division	2A	N/A	2A
Teacher Aide	IC	N/A	IC
Professor Master Level Instructor	5A	N/A	5A
Ph.D. (classroom duties only)	5A	N/A	5A
Guidance Counselor (college/university)	5A	N/A	5A
Dance Instructors	N/A	N/A	N/A
Fitness Facility	N/A	N/A	N/A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>TEACHERS/PROFESSORS</b> (see <a href="#">page 2-4</a> for the PERS guidelines) (continued)			
Judo	N/A	N/A	N/A
Karate	N/A	N/A	N/A
Martial Arts	N/A	N/A	N/A
Music (see MUSICIAN)			
<b>TELEPHONE INDUSTRY</b>			
Executive	5A/3	N/A	5A
Foreman	2A	N/A	2A
Inspector	2A	N/A	2A
Installer (inside)	2A	N/A	2A
Manager (office only)	3A	N/A	3A
Supervisor	2A	N/A	2A
Switchboard maintenance	2A	N/A	2A
Switchboard operator	2A	N/A	2A
Cable splicer	N/A	N/A	N/A
Inspector	N/A	N/A	N/A
Lineman	N/A	N/A	N/A
Meter installer	N/A	N/A	N/A
Outside foreman	N/A	N/A	N/A
<b>TELEVISION and RADIO BROADCASTING</b> (see also ENTERTAINMENT INDUSTRY)			
Repairman	2A	2A	2A
<b>Sales and service:</b>			
Dealer, proprietor (no repairing)	3A	3A	3A
Antenna erector	N/A	N/A	N/A
<b>TENNIS CLUB</b> (see ATHLETICS or GOLF CLUB)			
<b>TEXTILE INDUSTRY</b> (see MANUFACTURING)			
<b>THEATER</b> (see ENTERTAINMENT)			
<b>THERAPIST</b> (see MEDICAL SERVICES)			
<b>TOOLMAKER, DIEMAHER</b> (see MANUFACTURING)			
<b>TOPOGRAPHER</b>	3A	3A	3A
<b>TRAINER</b> (see specific industry)			
<b>TRAINING AND DEVELOPMENT SPECIALIST</b>			
Min. 5 yrs. of experience, income >\$50,000	4A	4A	4A
All Others	3A	3A	3A

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>TRANSPORTATION INDUSTRY</b> (BUS or RAIL) (Not government employee)			
Dispatcher	2A	N/A	2A
Executive	3A	N/A	3A
Manager (office only)	3A	N/A	3A
Telegrapher	2A	N/A	2A
Ticket agent	2A	N/A	2A
Baggage handler	N/A	N/A	N/A
Baggage agent	N/A	N/A	N/A
Brakeman	N/A	N/A	N/A
Conductor	N/A	N/A	N/A
Engineer	N/A	N/A	N/A
Fireman	N/A	N/A	N/A
Foreman	N/A	N/A	N/A
Freight agent	N/A	N/A	N/A
Guard inspector	N/A	N/A	N/A
Maintenance worker	N/A	N/A	N/A
Mechanic	N/A	N/A	N/A
Serviceman	N/A	N/A	N/A
Signalman	N/A	N/A	N/A
Watchman in tow	N/A	N/A	N/A
Yard worker	N/A	N/A	N/A
<b>TRAVEL</b>			
Agent	3A	3A	3A
Tour Director (not seasonal)	N/A	N/A	N/A
<b>TREE SERVICES</b>			
Tree Sprayer	N/A	N/A	N/A
Tree Surgeon	A	A (BOE only)	A
Trimmer	N/A	N/A	N/A
<b>TRUCK DRIVER</b>	N/A	N/A	N/A
<b>TV or FILM</b> (see ENTERTAINMENT INDUSTRY)			
<b>ULTRASOUND TECHNICIAN</b> (see MEDICAL SERVICES)			



## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>UNDERTAKER</b> (see FUNERAL DIRECTOR)			
<b>UNION OFFICIAL</b> (see LABOR UNION)			
<b>UPHOLSTERER</b>	A	A (BOE only)	A
<b>VENDING MACHINES</b>			
All occupations	N/A	N/A	N/A
<b>VENTURE CAPITALIST</b>	IC <sup>13</sup>	IC <sup>13</sup>	IC <sup>13</sup>
<b>VETERINARIAN</b>			
Large Animals	3A	3A	3A
Small Animals	5A	5A	5A
Technician	2A	N/A	2A
<b>WAITER or WAITRESS</b> (see RESTAURANT/BAR)			
<b>WAREHOUSE</b>			
Manager (office duties only)	2A	N/A	2A
Proprietor (office duties only)	2A	2A	2A
Manager (general duties)	N/A	N/A	N/A
Proprietor (general duties)	N/A	N/A	N/A
Other workers	N/A	N/A	N/A
Watchman	N/A	N/A	N/A
<b>WATCHMAN</b> (see GUARD)			
<b>WATER PROCESSING</b>			
Filterman	A	N/A	A
Foreman	2A	N/A	2A
Inspector	2A	N/A	2A
Meter installer	A	N/A	A
Other skilled worker	A	N/A	A
Outside superintendent	A	N/A	A
Pumpman	A	N/A	A
Tester	2A	N/A	2A
Well driller	N/A	N/A	N/A
<b>WINDOW CLEANER</b>	N/A	N/A	N/A

<sup>13</sup> Benefits may be limited. Refer to Special Occupation Guidelines [page 2-8](#).

## OCCUPATION TITLE

## OCC CLASS

	Radius Choice 21/ Radius Choice RetireGuard 21	BOE 01/BUY-SELL (N/A in NY—use All Other column)	All Others
<b>WRITER</b>			
On staff of newspaper, magazine (inside only, min. \$45,000 income)	3A	N/A	3A
All others on staff	2A	N/A	2A
Reporter (in field)	2A	N/A	2A
Technical writer	3A	N/A	3A
Freelance	N/A	N/A	N/A
Other	N/A	N/A	N/A
<b>X-RAY</b> (see MEDICAL SERVICES)			
<b>ZOO</b>			
Attendant	N/A	N/A	N/A
Feeder	N/A	N/A	N/A
Zookeeper	N/A	N/A	N/A
<b>ZOOLOGIST</b> (see SCIENTIST)			

# Section 3

## Financial Underwriting

### SECTION 3

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# Financial Underwriting

Disability Income Coverage is offered to clients based on a percent of their current earned income. Ideally, total inforce coverage is large enough to provide income for necessities during a disability, but small enough to retain the motivation to return to work and accustomed income. That percent is ordinarily between 60% and 80% and varies based on whether the benefits will be taxable or non-taxable and whether Group LTD coverage is inforce. Coverage is offered at this replacement ratio percent so that the insured has incentive to return to work. For this reason, financial underwriting is extremely important.

Clients who currently have coverage that exceeds our Issue and Participation Limits ([page 3-11](#)) based on income (i.e., do not financially qualify for additional coverage) are **not** eligible to apply for additional coverage **or products**. For more information and examples, see [page 1-8](#).

## Total Earned Income

For MassMutual underwriting purposes total earned income is defined as income after business expenses and as reported for federal tax purposes. Included are wages, salary, commissions, regular bonuses, and the applicant's share of profits or losses in any entity in which the applicant has an ownership share, including any corporation. For business owners MassMutual will also include employer contributions made to a retirement plan on the owner's behalf that were deducted as a business expense.

## Unearned Income

Because disability income insurance is a need-based product, coverage may be reduced for sizable unearned income. Unearned income less than 20% of earned income per year will usually be ignored. Applicants with substantial amounts of unearned income may be declined for coverage.

## Unearned Income Offset

- We will **disregard** unearned income only if it is equal to or less than 20% of total earned income. Unearned income may include interest, tax-exempt interest, dividends, capital gains/losses, rental income, and passive partnership and S-Corporation interests
- If an amount of unearned income **in excess of 20% of earned income** exists, it will be halved and then divided by 12 to determine the reduction in total monthly coverage (Subtract from I & P Limit)
- Military pensions and other pensions currently being distributed will be used to offset coverage on a dollar for dollar basis. If non-taxable coverage is being applied for, the taxable monthly pension distributions can be converted to a non-taxable benefit by multiplying by .70 (Subtract from I & P Limit)

- Alimony Offset — Short-term alimony agreements 1-3 years will be ignored. Long-term agreements require that we offset dollar for dollar. If non-taxable coverage is being applied for, the taxable monthly alimony payments can be converted to a non-taxable benefit by multiplying by .70 (Subtract from I & P Limit)
- Child support payments are not treated as earned income or unearned income. There will be no offset to the Issue and Participation limits

### Example

#### A potential insured has the following:

- Earned income — \$250,000 (W-2)
- Unearned income — \$100,000 (Comprised of tax-exempt interest, dividends, rental income)

#### What dollar amount of unearned income should be ignored?

\$50,000 should be ignored ( $\$250,000 \times .20 = \$50,000$ ); we ignore 20% of earned income

#### How should the excess amount (of unearned income) be treated?

The excess of \$50,000 ( $\$100,000 - \$50,000$ ) should be divided by 2, then 12 to determine the monthly offset amount to coverage

## Financial Documentation

Financial documentation is required for all cases. See charts on [page 3-8](#) for financial documentation required based on coverage, inforce and applied for. Note that Puerto Rico has different requirements.

## Determining Income for Business Owners

The chart on [page 3-9](#) describes the tax forms required for business owners as well as how and where to find earned income used to underwrite disability income coverage.

## New Businesses

New businesses may take several forms. The most common are:

- Existing business being purchased
- Individual starting his/her own business

**Types of documentation to request:**

- Prior income earned (in same/similar occupation)
- Tax returns of prior business owner
- Current documentation of receipts and expenses
  - **Accountant-prepared** profit and loss statement (P & L)
  - Receipts: contracts
  - Expenses: if a P & L is not available, we may consider only 50 to 75% of receipts

When considering **new businesses** where only a P & L is available, *submit to your underwriter* so that a financial offer can be developed prior to taking an application. In some instances, we may require six to twelve months of documented earnings prior to making an offer.

### Rental Expense as Income? (This addresses situations where a business owner pays rent to him/herself.)

Rent expense is a true expense and must be treated as such. Accordingly, if an applicant is applying for DI and would like us to “add back” rent as earned income, which he/she has paid to him/herself, we cannot. Instead, we recommend offering a BOE policy to insure the rent expense.

Also note that we will exclude the “net rental income” from unearned income for purposes of our 20% rule (see [page 3-1](#)).

### Business Owner Benefit Increase Program

We recognize that earned income may not accurately reflect the amount of income a business owner needs to protect. If an applicant is at least a 20% active working owner, we can offer the Business Owner Benefit Increase Program. This program provides an additional monthly benefit increase of up to \$2,500. The additional monthly benefit amount is determined by increasing the business owner’s earned income by 20%.<sup>1</sup>

**Example****Business Owner earns \$85,000:**

- $\$85,000 \times 20\% = \$17,000$
- $\$85,000 + \$17,000 = \$102,000$

Insurable income used to determine monthly benefit amount is \$102,000.

<sup>1</sup> Not to exceed maximum published limits; not available to medical/dental markets

### Depreciation Expense

Section 179 of the Internal Revenue Code allows a business to deduct, for the current tax year, the FULL purchase price of financed or leased equipment and off-the-shelf software that qualifies for the deduction subject to dollar limitations.

Underwriting will include (i.e. add back) up to \$25,000 of section 179 expense deduction in determining insurable income for business owners. This will be used in conjunction with the Business Owner Benefit Increase Program.

**Example:**

35-year-old self-employed attorney whose net income, after a Section 179 deduction of \$40,000, is \$85,000.

**Step 1 – Calculate Business Owner Benefit Increase**

- $\$85,000 \times 20\% = \$17,000$
- $\$85,000 + \$17,000 = \$102,000$

Adjusted earned income is \$102,000.

**Step 2 – Add back Section 179 expense (capped at \$25,000)**

- $\$102,000 + \$25,000 = \$127,000$

Insurable income used to determine monthly benefit amount is \$127,000.

Using both the Business Owner Benefit Increase Program and the new Section 179 guidelines allows for an additional \$1,600 of base coverage.

## Federal Income Tax Guidelines

Disability income insurance premiums and benefits are subject to varying tax laws depending upon policy ownership, who pays the premium, and who receives the benefit payments. These guidelines are for producer information only.

### Individuals and Disability Insurance

Many disability income policies are set up with the insured as the owner, premium payer, and recipient of benefits. Under these circumstances, premiums are not deductible, and benefits are received tax-free.

### Businesses and Disability Insurance

Businesses may also purchase disability policies for their employees or endorse the sale of disability policies, which are paid for by the employees. Within a business, disability insurance should be offered within a qualified sick pay plan (see below).

Under a traditional employer-pay-all plan, benefits are taxable to the insured. To offset this taxation, higher issue limits are available. Under a “bonus plan,” often referred to as a “section 162 bonus plan,” premiums are included in the taxable income of the insured on an annual basis and benefits are received tax-free.

If a proposed insured has an ownership interest in a partnership, S-Corporation or Limited Liability Partnership and participates in a plan provided by that business, deducted premium payments must be included in each partner's or shareholder's income. Accordingly, benefits are tax-free. Note that sole proprietors cannot deduct disability insurance premiums; therefore, any benefits they receive will be tax-free.

Small business owners may purchase Business Overhead Insurance (BOE) to reimburse them for overhead expenses while disabled. Also, small businesses with at least two active owners may use MassMutual's Buy-Sell product to fund disability Buy-Sell agreements.

The federal income tax effects on all of these uses are shown in the Tax Guide Table on [page 3-10](#) through [3-11](#).

## State Cash Sickness Benefits

Certain states provide residents benefits as part of a state-funded program. State Cash Sickness Benefit states include Rhode Island, New York, New Jersey, Hawaii, Puerto Rico and California. These states provide a benefit to their residents for at least six months. (Rhode Island currently provides benefits for seven months and California for one year.) The existence of these benefits requires programming around any state benefits when considering the issue amount for DI. How this is done depends on whether there is existing Group LTD and when the individual DI benefits will begin.

### Policies for residents of RI, NY, NJ, HI and Puerto Rico

**A) Group LTD** plans already offset for state benefits. A policy with the same or longer waiting period as the Group LTD needs no adjustment. When the waiting period on the individual coverage is shorter than the waiting period on the Group LTD, the following adjustment will be made:

- 2A and A occupation classes with a 60- or 90-day wait need to offset for the State Cash Benefit by using the **Short Term Rider 1**
- 3A/3P, 4A/4P or 5A/5P occupation classes with a 60-day wait need to offset for the State Cash Benefit by using the **Short Term Rider 1**

**B) If no Group LTD** is in force, the following adjustments should be made:

- 2A or A occupation classes must purchase SIR which offsets for State Benefits
- Only 3A/3P, 4A/4P and 5A/5P occupation classes with a 60-day wait need to use the **Short Term Rider 1** offset by the State Cash Benefit



## Policies for Residents of California

California procedures to offset for cash state sickness benefits differ from other states because:

- CA state benefit is payable up to 1 year – twice as long as most other states

### General Information:

- California State Disability Insurance (SDI) is a partial wage replacement insurance plan for California workers, which is state mandated, and funded through employee payroll deductions.
- All employees in California must participate unless employed by an exempt organization (i.e. most government employees, some employees of non-profit agencies, employees who claim religious exemptions, railroad employees) or if voluntarily covered by an insured or self-insured plan through an employer.
- Benefit amount offset currently used is up to \$1,960 taxable, or approximately 55% of earnings. MassMutual will offset for taxes when the client is applying for a non-taxable benefit, therefore, \$1,372 ( $\$1,960 \times .70$ ).
- Benefit period is a maximum of 52 weeks, elimination period 7 days.
- Owners of sole proprietorships, and general partnerships do not have State Cash Sickness benefits.
- Owners of an S-Corporation or C-Corporation may participate if they choose. Information regarding participation is found on their W-2. If they choose to opt out of participating, they must file an Exclusion Form with the State.

**A) If no Group LTD** is inforce, the following adjustments should be made:

- 2A or A occupation classes must purchase SIR which offsets for State Benefits
- Only 3A/3P, 4A/4P and 5A/5P occupation classes with a 180-day wait need to use the **Short Term Rider 1** offset by the State Cash Benefit

**B) Group LTD** plans already offset for state benefits. A policy with the same or longer waiting period as the Group LTD needs no adjustment. When the waiting period on the individual coverage is shorter than the waiting period on the Group LTD, the following adjustment will be made:

- 2A and A occupation classes with a 60- or 90-day wait need to offset for the State Cash Benefit by using the **Short Term Rider 1**
- 3A/3P, 4A/4P or 5A/5P occupation classes with a 60-day wait need to offset for the State Cash Benefit by using the **Short Term Rider 1**

## STATE CASH BENEFIT OFFSETS<sup>1</sup>

California	\$1,960
Hawaii	\$ 1,584
New Jersey	\$1,776
New York	\$ 680
Puerto Rico	\$ 452
Rhode Island	\$ 2,108

<sup>1</sup> Since state cash sickness benefits are ordinarily taxable, we will offset for taxes when client is applying for a non-taxable benefit; our normal tax adjustment of 30% will apply

## Qualified Sick Pay Plans

A Qualified Sick Pay Plan is an agreement that sets company policy before a disability occurs. It establishes who to pay, how much to pay, when payments begin and how long they will be paid. The plan must be instituted before an employee becomes disabled and employees must be aware of the terms of the plan. It must also be in writing and the board of directors must have a resolution adopting the plan.

Where no formal plan exists, the “wages” paid to a disabled employee may not qualify as a business expense, are not tax-deductible nor are the associated payroll taxes.

When a formal plan is in place the employer may deduct premiums paid from company funds. These premiums are considered ordinary and necessary business expenses and are tax-deductible. Employer-paid premiums are not included in the employee’s income.

Establishing a plan solves the tax problem. However, unless the plan is properly funded, the employer is still at risk for paying disability benefits out of company assets. By funding the plan with a MassMutual disability income policy issued on each employee, that risk is transferred. MassMutual will determine eligibility for benefit payments, process the claims and provide all insured benefits. The employer enjoys a fixed premium expense that is tax-deductible.

## Financial Requirements

### DISABILITY INCOME COVERAGE – RADIUS CHOICE AND RADIUS TRANSITION SELECT

Employee, Non-owner	All States
(a) Applied for and inforce Coverage \$3,000 and under	No financial documentation required – Not available in Puerto Rico, W-2 or Current Pay stub with year to date figure required
(b) Applied for and inforce Coverage \$3,001 and under \$10,000	W-2 or current paystub with year to date figure
(c) Applied for and inforce Coverage \$10,000 – \$14,999	Submit the <b>two</b> most recent W-2's or W-2 & Current Pay stub with year to date figure
(d) Applied for and inforce Coverage \$15,000 and over	Submit the <b>two</b> most recent Forms 1040, with all schedules and attachments including W-2's

### DISABILITY INCOME COVERAGE – RADIUS CHOICE AND RADIUS TRANSITION SELECT

BUSINESS OWNER ENTITY <sup>1</sup>		Sole Proprietor (Schedule C)	Partner in a Partnership (Form 1065)	Corporation Shareholder (Form 1120)	S-Corporation Shareholder (Form 1120S)
(a) Applied for and inforce Coverage under \$10,000 <sup>2</sup>	Submit the most recent:	Schedule C	K-1 or form 1040, pages 1 & 2, Sch E, and W-2 if LLC	Form 1120, page 1 and Form 1125E	Form 1120S, pages 1 & K-1 and W-2 or forms 1040, Sch E's and W-2's
(b) Applied for and inforce Coverage \$10,000 – 14,999 <sup>2</sup>	Submit the TWO most recent:	Schedule C's and forms 1040 pages 1 & 2	K-1's and forms 1040, pages 1 & 2, Sch E's, and W-2's if LLC	Forms 1120, pages 1, and Form 1125E, and forms 1040, pages 1 & 2	Forms 1120S, pages 1 & K-1's and forms 1040, pages 1 & 2, Sch E's and W-2's
(c) Applied for and inforce Coverage \$15,000 and over <sup>2</sup>	Submit the TWO most recent:	Forms 1040, with all schedules and attachments	Forms 1065 with all schedules and attachments and forms 1040 with all schedules and attachments, and W-2's if LLC	Forms 1120 with all schedules and attachments and forms 1040, with all schedules and attachments	Forms 1120S with all schedules and attachments and forms 1040 with all schedules and attachments including W-2's

<sup>1</sup> For Limited Liability Companies (LLC) – request tax form filed by business.

<sup>2</sup> In the following situations, documentation required in row (c) should be obtained:

- applicant's unearned income exceeds 20% of earned.

## Business Owners

### HOW TO CALCULATE EARNED INCOME

Business Entity	IRS Form Filed	What Constitutes Earned Income	Where To Find Earned Income <sup>1</sup>	What To Submit <sup>2</sup>
Corporation	1120	Salary plus profit plus pension	Share of 1120 taxable income (page 1, line 28) plus salary (Form 1125E) plus pension contributions	Form 1120, page 1 and Form 1125E
S-Corporation	1120S	Salary plus profit plus pension	Share of 1120S ordinary income (Schedule K-1, line 1) plus salary (W-2) plus pension contributions	Schedule K-1 (1120S) and W-2
Partnership	1065	Ordinary income plus guaranteed payment	Share of partnership ordinary income (Schedule K-1, line 1) plus guaranteed payment (Schedule K-1, line 4)	Schedule K-1 (1065)
Sole Proprietor	Schedule C (included in form 1040)	Net profit	Net profit (Schedule C, line 31)	Schedule C (1040)
Limited Liability Company	Varies	Dependent on IRS Form Filed	Determine how LLC is filing for tax purposes and then obtain tax information indicated above	Dependent on IRS Form Filed

<sup>1</sup> This table provides basic calculations that may differ from MassMutual's interpretation of earned income in some instances.

<sup>2</sup> For non-CA/FL/PR cases and those with less than \$10,000/mo. inforce and applied for; cases outside of these guidelines should follow the chart on [page 3-8](#).

# Disability Income Insurance<sup>1</sup> Tax Consequences

## TAX CONSEQUENCES

Business Entity	Premium Payor	Premium	Benefit Payments	I & P Limits
<b>Non-owner, Individual</b>	Individual	Not tax-deductible IRC §213	Tax-free IRC §104(a)(3)	Non-Taxable
<b>Non-owner, Individual</b>	Business	Tax-deductible IRC §162(a)	Taxable to employee IRC §105(a)	Taxable
<b>Sole Proprietor</b> (Schedule C)	Individual/ Owner	Not tax-deductible IRC §213	Tax-free IRC §104(a)(3)	Non-Taxable
<b>Corporation Shareholder</b> (Form 1120)	Business	Tax-deductible IRC §162(a)	Taxable to owner/ employee IRC §105(a)	Taxable
	Shareholder/ Employee	Not tax-deductible IRC §213	Tax-free IRC §104(a)(3)	Non-Taxable
<b>S-Corporation Shareholder</b> (Form 1120S)	Individual or Business	Tax-deductible as wages (IRC §162(a)) and includible income to shareholder (revenue ruling 91-26)	Tax-free IRC §104(a)(3)	Non-Taxable
<b>Partner in a Partnership</b> (Form 1065)	Individual or Business	Tax-deductible as guaranteed payment (IRC §162(a)) and includible income to partner (revenue ruling 91-26)	Tax-free IRC §104(a)(3)	Non-Taxable

<sup>1</sup> **Note:** A formal sick pay plan should be in place if an employer wishes to deduct disability premium payments paid for employees.

# Business Overhead Expense Coverage – Tax Consequences

## TAX CONSEQUENCES

Business Entity	Premium Payor	Premium	Benefit Payments
<b>Sole Proprietor</b> (Schedule C)	Individual/Business	Deductible business expense IRC §162(a)	Taxable Revenue Ruling 55-264
<b>Corporation</b> (Form 1120)	Individual/Business	Deductible business expense IRC §162(a)	Taxable Revenue Ruling 55-264
<b>S-Corporation</b> (Form 1120S)	Individual/Business	Deductible business expense IRC §162(a)	Taxable Revenue Ruling 55-264
<b>Partnership</b> (Form 1065)	Individual/Business	Deductible business expense IRC §162(a)	Taxable Revenue Ruling 55-264

# Disability Buy-Sell Coverage – Tax Consequences

## TAX CONSEQUENCES

Business Entity	Premium Payor	Premium	Benefit Payments
<b>Corporation</b> (Form 1120)	Individual or Business	Not tax-deductible IRC §265	Tax-free IRC §104(a)(3)
<b>S-Corporation</b> (Form 1120S)	Individual or Business	Not tax-deductible IRC §265	Tax-free IRC §104(a)(3)
<b>Partnership</b> (Form 1065)	Individual or Business	Not tax-deductible IRC §265	Tax-free IRC §104(a)(3)

## MassMutual Issue and Participation Limits

### Use No-Group LTD Issue Limits for:

- Cases with no Group LTD inforce – individual and multi-life

### USE PARTICIPATING WITH GROUP LTD ISSUE AND PARTICIPATION LIMITS FOR:

Non-Taxable with Group LTD	
Radius Choice/Radius	Up to and including \$70,000
Taxable with Group LTD	
Radius Choice/Radius	Up to and including \$100,000

### Maximum MassMutual Issue Limit

- In-force MassMutual coverage in combination with the new MassMutual insurance being applied for cannot exceed MassMutual's Maximum Issue Limit

### Maximum Participation Limits with Individual and Association coverage

- In-force coverage (individual and association) with another company (or companies) in combination with the new MassMutual insurance being applied for cannot exceed MassMutual's Maximum Participation Limit. Additionally, we will never issue more than the Maximum Issue Limit.

### Maximum Participation Limits with Group LTD

- In-force GLTD coverage in combination with the new MassMutual insurance being applied for cannot exceed MassMutual's Maximum Participation Limit. Additionally, we will never issue more than the Maximum Issue Limit.

## Issue and Participation Limit Charts

Our I & P charts are now organized by state:

**A. USXX Chart (all states except CA, FL and PR)**

**B. California, Florida and Puerto Rico Chart**

We continue to segment limits based on available products; when reviewing the chart be certain to look for the product, age and occupation class to determine the maximum issue and participation limit available.

When combined with existing other individual DI coverage and GLTD, please use the GLTD Limits.

**A. USXX Chart** (all states except CA, FL and PR)

### INDIVIDUAL, ASSOCIATION<sup>1</sup> AND MULTI-LIFE RADIUS CHOICE/RADIUS®

Maximum Issue and Participation Limits

Occ Class <sup>2</sup>	USXX Maximum MM Issue – Limit		USXX Maximum Participation (existing other DI coverage) Limit		USXX Maximum Participation (existing GLTD) Limit	
	Ages		Ages		Ages	
	18–60	61+	18–60	61+	18- 60	61+
<b>5A, 4A</b>	\$30,000	\$10,000	\$35,000	\$10,000	\$35,000	\$10,000
<b>5P, 4P, 3P</b>	\$20,000	\$10,000	\$30,000	\$10,000	\$35,000	\$10,000
<b>3A</b>	\$15,000	\$10,000	\$20,000	\$10,000	\$25,000	\$10,000
<b>2A/A</b>	\$10,000	\$5,000	\$15,000	\$5,000	\$20,000	\$5,000

<sup>1</sup> Not available in New York.

<sup>2</sup> Please refer to Section 2, to determine if Occupational Class Modifiers are applicable. For use with Radius Choice only.

## B. California, Florida<sup>1</sup> and Puerto Rico Chart

### INDIVIDUAL, ASSOCIATION AND MULTI-LIFE RADIUS CHOICE/RADIUS®

Maximum Issue and Participation Limits

Occ Class <sup>2</sup>	CA, FL & PR Maximum MM Issue Limit		CA, FL & PR Maximum Participation (existing other DI coverage) Limit		CA, FL & PR Maximum Participation (existing GLTD) Limit	
	Ages		Ages		Ages	
	18-60	61+	18-60	61+	18-60	61+
5A, 4A	\$20,000	\$10,000	\$25,000	\$10,000	\$30,000	\$10,000
5P, 4P, 3P	\$15,000	\$10,000	\$20,000	\$10,000	\$25,000	\$10,000
3A	\$15,000	\$10,000	\$20,000	\$10,000	\$25,000	\$10,000
2A/A	\$10,000	\$5,000	\$15,000	\$5,000	\$20,000	\$5,000

<sup>1</sup> Maximum issue age in FL is 60.

<sup>2</sup> Please refer to Section 2 to determine if Occupational Class Modifiers are applicable. For use with Radius Choice only.

### Participation with Group LTD Coverage

Participation with Group LTD limits allows for flat replacement ratios for all cases with Group LTD.

#### RADIUS CHOICE/RADIUS®

Income Range	Non-Taxable Participation Limit Percent <sup>1</sup>	Income Range	Taxable Participation Limit Percent <sup>1</sup>
\$16,000 – 70,000	Individual Non-taxable Participation Limit	\$16,000 – 100,000	Individual Taxable Participation Limit
\$70,000+	65%	\$100,000	80%

<sup>1</sup> Subject to our maximum published issue and participation limits based on age and occupation class.

## Issue and Participation Limits

### Non-Taxable and Taxable Benefit Tables

**Earned Income** — salary, wages, commissions, bonus and business income after expenses

**Base Monthly** — maximum basic monthly benefit

**Social Insurance Rider Monthly** — maximum Social Insurance monthly benefit

**Individual Issue Limit** — maximum issue available through MassMutual (deduct inforce individual or association coverage)

### Participation with Group LTD Limit

This is the maximum amount of disability income coverage in which MassMutual will share a risk with Group LTD; however, we will never issue more than the Maximum Issue Limit. (Example: Class 4P, not in CA/FL/PR, earning \$520,000 — eligible maximum is \$28,200 — has LTD inforce of \$5,000. While client is eligible for an additional \$23,200, the most we will issue is \$20,000 as this is our maximum issue limit).

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## Rules

1. Minimum income of \$16,000 required for all products
2. Employee Pension Contributions may be insured by either RetireGuard (stand alone) or with a DI policy with a RetireGuard rider
3. The Social Insurance Rider is required:
  - For occupation classes 2A or A
  - Within state cash sickness states for all 5A/5P, 4A/4P and 3A/3P occupation classes with a 60-day wait
4. Social Insurance Rider cannot be used in LTD/DI Combination plans that offset for Social Security. Use the participation with Group LTD Limits to determine the base benefit
5. The Participation with Group LTD Limits applies to LTD/DI combination plans only – not association or individual DI coverage
6. When insuring bonus income, we will include income based on the following:
  - Current year paid bonus is greater than prior year bonus – average the two years
  - Current year paid bonus is less than prior year bonus – use 100% of the current year bonus
  - Only current year paid bonus provided – use 75% of the current year paid bonus
  - Current year bonus is zero – no bonus will be added to income
7. Discount factor, applied to employer-paid group coverage in force when considering employee-paid individual coverage, is 30%. This 30% discount actually converts the employer-pay coverage to what the applicant will receive after taxes,<sup>1</sup> allowing us to compare similar coverage.

<sup>1</sup> Not applicable in Puerto Rico as benefits are received tax-free.

### NON-TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD - Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$16,000	\$350	\$650	\$1,000
\$18,000	\$450	\$650	\$1,100
\$20,000	\$650	\$650	\$1,300
\$22,000	\$670	\$750	\$1,420
\$24,000	\$790	\$750	\$1,540
\$26,000	\$810	\$850	\$1,660
\$28,000	\$880	\$900	\$1,780
\$30,000	\$1,000	\$900	\$1,900
\$32,000	\$1,010	\$1,000	\$2,010
\$34,000	\$1,120	\$1,000	\$2,120
\$36,000	\$1,130	\$1,100	\$2,230

## NON-TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD - Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$38,000	\$1,240	\$1,100	\$2,340
\$40,000	\$1,350	\$1,100	\$2,450
\$42,000	\$1,450	\$1,100	\$2,550
\$44,000	\$1,550	\$1,100	\$2,650
\$46,000	\$1,550	\$1,200	\$2,750
\$48,000	\$1,650	\$1,200	\$2,850
\$50,000	\$1,750	\$1,200	\$2,950
\$52,000	\$1,850	\$1,200	\$3,050
\$54,000	\$1,950	\$1,200	\$3,150
\$56,000	\$2,050	\$1,200	\$3,250
\$58,000	\$2,050	\$1,300	\$3,350
\$60,000	\$2,150	\$1,300	\$3,450
\$65,000	\$2,325	\$1,350	\$3,675
\$70,000	\$2,550	\$1,350	\$3,900
\$75,000	\$2,750	\$1,350	\$4,100
\$80,000	\$2,950	\$1,350	\$4,300
\$85,000	\$3,175	\$1,350	\$4,525
\$90,000	\$3,400	\$1,350	\$4,750
\$95,000	\$3,625	\$1,350	\$4,975
<b>\$100,000</b>	<b>\$3,850</b>	<b>\$1,350</b>	<b>\$5,200</b>
\$105,000	\$4,050	\$1,350	\$5,400
\$110,000	\$4,250	\$1,350	\$5,600
\$115,000	\$4,450	\$1,350	\$5,800
\$120,000	\$4,650	\$1,350	\$6,000
\$125,000	\$4,850	\$1,350	\$6,200
\$130,000	\$5,050	\$1,350	\$6,400
\$135,000	\$5,250	\$1,350	\$6,600
\$140,000	\$5,450	\$1,350	\$6,800
\$145,000	\$5,700	\$1,350	\$7,050
\$150,000	\$5,950	\$1,350	\$7,300
\$155,000	\$6,175	\$1,350	\$7,525

## NON-TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD - Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$160,000	\$6,400	\$1,350	\$7,750
\$165,000	\$6,625	\$1,350	\$7,975
\$170,000	\$6,850	\$1,350	\$8,200
\$175,000	\$7,050	\$1,350	\$8,400
\$180,000	\$7,250	\$1,350	\$8,600
\$185,000	\$7,475	\$1,350	\$8,825
\$190,000	\$7,700	\$1,350	\$9,050
\$195,000	\$7,950	\$1,350	\$9,300
<b>\$200,000</b>	<b>\$8,200</b>	<b>\$1,350</b>	<b>\$9,550</b>
\$210,000	\$8,650	\$1,350	\$10,000
\$220,000	\$9,150	\$1,350	\$10,500
\$230,000	\$9,550	\$1,350	\$10,900
\$240,000	\$9,950	\$1,350	\$11,300
\$250,000	\$10,450	\$1,350	\$11,800
\$260,000	\$10,850	\$1,350	\$12,200
\$270,000	\$11,250	\$1,350	\$12,600
\$280,000	\$11,650	\$1,350	\$13,000
\$290,000	\$12,050	\$1,350	\$13,400
<b>\$300,000</b>	<b>\$12,350</b>	<b>\$1,350</b>	<b>\$13,700</b>
\$310,000	\$12,750	\$1,350	\$14,100
\$320,000	\$13,050	\$1,350	\$14,400
\$330,000	\$13,350	\$1,350	\$14,700
\$340,000	\$13,600	\$1,350	\$14,950
\$350,000	\$13,800	\$1,350	\$15,150
\$360,000	\$14,000	\$1,350	\$15,350
\$370,000	\$14,200	\$1,350	\$15,550
\$380,000	\$14,400	\$1,350	\$15,750
\$390,000	\$14,600	\$1,350	\$15,950
<b>\$400,000</b>	<b>\$14,800</b>	<b>\$1,350</b>	<b>\$16,150</b>
\$410,000	\$15,000	\$1,350	\$16,350
\$420,000	\$15,200	\$1,350	\$16,550

## NON-TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD - Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$430,000	\$15,400	\$1,350	\$16,750
\$440,000	\$15,600	\$1,350	\$16,950
\$450,000	\$15,800	\$1,350	\$17,150
\$460,000	\$16,000	\$1,350	\$17,350
\$470,000	\$16,200	\$1,350	\$17,550
\$480,000	\$16,400	\$1,350	\$17,750
\$490,000	\$16,600	\$1,350	\$17,950
<b>\$500,000</b>	<b>\$16,800</b>	<b>\$1,350</b>	<b>\$18,150</b>
\$510,000	\$17,000	\$1,350	\$18,350
\$520,000	\$17,200	\$1,350	\$18,550
\$530,000	\$17,400	\$1,350	\$18,750
\$540,000	\$17,600	\$1,350	\$18,950
\$550,000	\$17,800	\$1,350	\$19,150
\$560,000	\$18,000	\$1,350	\$19,350
\$570,000	\$18,200	\$1,350	\$19,550
\$580,000	\$18,400	\$1,350	\$19,750
\$590,000	\$18,600	\$1,350	\$19,950
<b>\$600,000</b>	<b>\$18,800</b>	<b>\$1,350</b>	<b>\$20,150</b>
\$610,000	\$19,000	\$1,350	\$20,350
\$620,000	\$19,200	\$1,350	\$20,550
\$630,000	\$19,400	\$1,350	\$20,750
\$640,000	\$19,590	\$1,350	\$20,940
\$650,000	\$19,800	\$1,350	\$21,150
\$660,000	\$20,000	\$1,350	\$21,350
\$670,000	\$20,200	\$1,350	\$21,550
\$680,000	\$20,400	\$1,350	\$21,750
\$690,000	\$20,590	\$1,350	\$21,940
<b>\$700,000</b>	<b>\$20,800</b>	<b>\$1,350</b>	<b>\$22,150</b>
\$710,000	\$21,000	\$1,350	\$22,350
\$720,000	\$21,200	\$1,350	\$22,550
\$730,000	\$21,400	\$1,350	\$22,750

## NON-TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD - Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$740,000	\$21,600	\$1,350	\$22,950
\$750,000	\$21,800	\$1,350	\$23,150
\$760,000	\$22,000	\$1,350	\$23,350
\$770,000	\$22,200	\$1,350	\$23,550
\$780,000	\$22,400	\$1,350	\$23,750
\$790,000	\$22,600	\$1,350	\$23,950
<b>\$800,000</b>	<b>\$22,800</b>	<b>\$1,350</b>	<b>\$24,150</b>
\$810,000	\$23,000	\$1,350	\$24,350
\$820,000	\$23,200	\$1,350	\$24,550
\$830,000	\$23,400	\$1,350	\$24,750
\$840,000	\$23,600	\$1,350	\$24,950
\$850,000	\$23,800	\$1,350	\$25,150
\$860,000	\$24,000	\$1,350	\$25,350
\$870,000	\$24,200	\$1,350	\$25,550
\$880,000	\$24,400	\$1,350	\$25,750
\$890,000	\$24,600	\$1,350	\$25,950
<b>\$900,000</b>	<b>\$24,800</b>	<b>\$1,350</b>	<b>\$26,150</b>
\$910,000	\$25,020	\$1,350	\$26,370
\$920,000	\$25,240	\$1,350	\$26,590
\$930,000	\$25,460	\$1,350	\$26,810
\$940,000	\$25,680	\$1,350	\$27,030
\$950,000	\$25,900	\$1,350	\$27,250
\$960,000	\$26,120	\$1,350	\$27,470
\$970,000	\$26,340	\$1,350	\$27,690
\$980,000	\$26,560	\$1,350	\$27,910
\$990,000	\$26,780	\$1,350	\$28,130
<b>\$1,000,000</b>	<b>\$27,000</b>	<b>\$1,350</b>	<b>\$28,350</b>
\$1,010,000	\$27,220	\$1,350	\$28,570
\$1,020,000	\$27,440	\$1,350	\$28,790
\$1,030,000	\$27,660	\$1,350	\$29,010
\$1,040,000	\$27,880	\$1,350	\$29,230

## NON-TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD - Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$1,050,000	\$28,100	\$1,350	\$29,450
\$1,060,000	\$28,320	\$1,350	\$29,670
\$1,070,000	\$28,540	\$1,350	\$29,890
\$1,080,000	\$28,650	\$1,350	\$30,000
\$1,090,000	\$28,800	\$1,350	\$30,150
<b>\$1,100,000</b>	<b>\$28,950</b>	<b>\$1,350</b>	<b>\$30,300</b>
\$1,110,000	\$29,100	\$1,350	\$30,450
\$1,120,000	\$29,250	\$1,350	\$30,600
\$1,130,000	\$29,400	\$1,350	\$30,750
\$1,140,000	\$29,550	\$1,350	\$30,900
\$1,150,000	\$29,700	\$1,350	\$31,050
\$1,160,000	\$29,850	\$1,350	\$31,200
\$1,170,000	\$30,000	\$1,350	\$31,350
\$1,180,000	\$30,150	\$1,350	\$31,500
\$1,190,000	\$30,300	\$1,350	\$31,650
<b>\$1,200,000</b>	<b>\$30,450</b>	<b>\$1,350</b>	<b>\$31,800</b>
\$1,210,000	\$30,600	\$1,350	\$31,950
\$1,220,000	\$30,750	\$1,350	\$32,100
\$1,230,000	\$30,900	\$1,350	\$32,250
\$1,240,000	\$31,050	\$1,350	\$32,400
\$1,250,000	\$31,200	\$1,350	\$32,550
\$1,260,000	\$31,350	\$1,350	\$32,700
\$1,270,000	\$31,500	\$1,350	\$32,850
\$1,280,000	\$31,650	\$1,350	\$33,000
\$1,290,000	\$31,800	\$1,350	\$33,150
<b>\$1,300,000</b>	<b>\$31,950</b>	<b>\$1,350</b>	<b>\$33,300</b>
\$1,310,000	\$32,100	\$1,350	\$33,450
\$1,320,000	\$32,250	\$1,350	\$33,600
\$1,330,000	\$32,400	\$1,350	\$33,750
\$1,340,000	\$32,550	\$1,350	\$33,900
\$1,350,000	\$32,700	\$1,350	\$34,050

## NON-TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD - Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$1,360,000	\$32,850	\$1,350	\$34,200
\$1,370,000	\$33,000	\$1,350	\$34,350
\$1,380,000	\$33,150	\$1,350	\$34,500
\$1,390,000	\$33,300	\$1,350	\$34,650
<b>\$1,400,000</b>	<b>\$33,450</b>	<b>\$1,350</b>	<b>\$34,800</b>
\$1,410,000	\$33,600	\$1,350	\$34,950
\$1,420,000	\$33,650	\$1,350	\$35,000

<sup>1</sup> For class 5A/5P, 4A/4P and 3A/3P risks, the individual issue limit column may be used to determine the Base Monthly benefit available, provided there is no participation with Group LTD or any other Social Security offset product in force. For class 2A and A, the individual limit column may only be used if SIR is elected, otherwise only the Base Monthly benefit is allowed.

<sup>2</sup> For Incomes greater than \$60,000, the maximum amount of the Social Insurance Rider benefit will always be \$1,350.

### California Rules (no Group LTD in force)

These additional rules as well as special issue and participation limits apply:

<sup>1</sup> For class 5A, 5P, 4A/4P and 3A/3P risks, the individual issue limit column may be used to determine the Base Monthly benefit available, provided there is no participation with Group LTD or any other Social Security offset product in force.

<sup>2</sup> For class 2A and A, the individual limit column may only be used if SIR is elected, otherwise only the Base Monthly benefit is allowed.

<sup>3</sup> For class 5A, 5P, 4A/4P and 3A/3P risks, the individual issue limit may be used to determine the base monthly benefit available if the policy has a 180-day elimination period. For class 5A, 5P, 4A/4P, 3A/3P, risks for policies with less than a 180-day elimination period, short-term rider 1 may be added to shorten the overall elimination period. Calculate by subtracting \$1,372 (\$1,960 discounted for taxes) of state cash sickness benefits, from the table issue limit, subject to our maximum published issue and participation limits based on age and occupation class. Sole proprietors may receive up to the individual issue limit if they have chosen to opt out of the State Cash Sickness (SDI) Program.

<sup>4</sup> For Incomes greater than \$60,000, the maximum amount of the Social Insurance Rider benefit will always be \$1,350.

## TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD – Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$16,000	\$525	\$650	\$1,175
\$18,000	\$650	\$650	\$1,300
\$20,000	\$800	\$650	\$1,450
\$22,000	\$850	\$750	\$1,600
\$24,000	\$995	\$750	\$1,745
\$26,000	\$1,025	\$850	\$1,875

## TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD – Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$28,000	\$1,125	\$900	\$2,025
\$30,000	\$1,275	\$900	\$2,175
\$32,000	\$1,325	\$1,000	\$2,325
\$34,000	\$1,475	\$1,000	\$2,475
\$36,000	\$1,500	\$1,100	\$2,600
\$38,000	\$1,650	\$1,100	\$2,750
\$40,000	\$1,800	\$1,100	\$2,900
\$42,000	\$1,950	\$1,100	\$3,050
\$44,000	\$2,100	\$1,100	\$3,200
\$46,000	\$2,150	\$1,200	\$3,350
\$48,000	\$2,250	\$1,200	\$3,450
\$50,000	\$2,400	\$1,200	\$3,600
\$52,000	\$2,525	\$1,200	\$3,725
\$54,000	\$2,650	\$1,200	\$3,850
\$56,000	\$2,800	\$1,200	\$4,000
\$58,000	\$2,850	\$1,300	\$4,150
\$60,000	\$3,000	\$1,300	\$4,300
\$65,000	\$3,300	\$1,350	\$4,650
\$70,000	\$3,650	\$1,350	\$5,000
\$75,000	\$4,000	\$1,350	\$5,350
\$80,000	\$4,350	\$1,350	\$5,700
\$85,000	\$4,583	\$1,350	\$5,933
\$90,000	\$4,850	\$1,350	\$6,200
\$95,000	\$5,117	\$1,350	\$6,467
<b>\$100,000</b>	<b>\$5,400</b>	<b>\$1,350</b>	<b>\$6,750</b>
\$105,000	\$5,583	\$1,350	\$6,933
\$110,000	\$5,950	\$1,350	\$7,300
\$115,000	\$6,100	\$1,350	\$7,450
\$120,000	\$6,450	\$1,350	\$7,800
\$125,000	\$6,600	\$1,350	\$7,950
\$130,000	\$6,950	\$1,350	\$8,300
\$135,000	\$6,983	\$1,350	\$8,333
\$140,000	\$7,650	\$1,350	\$9,000
\$145,000	\$7,800	\$1,350	\$9,150



## TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD – Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$150,000	\$8,250	\$1,350	\$9,600
\$155,000	\$8,450	\$1,350	\$9,800
\$160,000	\$8,850	\$1,350	\$10,200
\$165,000	\$9,000	\$1,350	\$10,350
\$170,000	\$9,500	\$1,350	\$10,850
\$175,000	\$9,700	\$1,350	\$11,050
\$180,000	\$10,250	\$1,350	\$11,600
\$185,000	\$10,550	\$1,350	\$11,900
\$190,000	\$10,850	\$1,350	\$12,200
\$195,000	\$11,000	\$1,350	\$12,350
<b>\$200,000</b>	<b>\$11,450</b>	<b>\$1,350</b>	<b>\$12,800</b>
\$210,000	\$12,150	\$1,350	\$13,500
\$220,000	\$12,650	\$1,350	\$14,000
\$230,000	\$13,150	\$1,350	\$14,500
\$240,000	\$13,850	\$1,350	\$15,200
\$250,000	\$14,250	\$1,350	\$15,600
\$260,000	\$14,450	\$1,350	\$15,800
\$270,000	\$14,650	\$1,350	\$16,000
\$280,000	\$14,850	\$1,350	\$16,200
\$290,000	\$15,050	\$1,350	\$16,400
<b>\$300,000</b>	<b>\$15,250</b>	<b>\$1,350</b>	<b>\$16,600</b>
\$310,000	\$15,450	\$1,350	\$16,800
\$320,000	\$15,650	\$1,350	\$17,000
\$330,000	\$15,850	\$1,350	\$17,200
\$340,000	\$16,050	\$1,350	\$17,400
\$350,000	\$16,250	\$1,350	\$17,600
\$360,000	\$16,450	\$1,350	\$17,800
\$370,000	\$16,650	\$1,350	\$18,000
\$380,000	\$17,150	\$1,350	\$18,500
\$390,000	\$17,400	\$1,350	\$18,750
<b>\$400,000</b>	<b>\$17,650</b>	<b>\$1,350</b>	<b>\$19,000</b>
\$410,000	\$17,850	\$1,350	\$19,200
\$420,000	\$18,050	\$1,350	\$19,400

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## TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD – Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$430,000	\$18,450	\$1,350	\$19,800
\$440,000	\$18,650	\$1,350	\$20,000
\$450,000	\$18,850	\$1,350	\$20,200
\$460,000	\$19,050	\$1,350	\$20,400
\$470,000	\$19,250	\$1,350	\$20,600
\$480,000	\$19,450	\$1,350	\$20,800
\$490,000	\$19,850	\$1,350	\$21,200
<b>\$500,000</b>	<b>\$20,050</b>	<b>\$1,350</b>	<b>\$21,400</b>
\$510,000	\$20,250	\$1,350	\$21,600
\$520,000	\$20,450	\$1,350	\$21,800
\$530,000	\$20,650	\$1,350	\$22,000
\$540,000	\$21,150	\$1,350	\$22,500
\$550,000	\$21,650	\$1,350	\$23,000
\$560,000	\$21,850	\$1,350	\$23,200
\$570,000	\$22,050	\$1,350	\$23,400
\$580,000	\$22,250	\$1,350	\$23,600
\$590,000	\$22,450	\$1,350	\$23,800
<b>\$600,000</b>	<b>\$22,650</b>	<b>\$1,350</b>	<b>\$24,000</b>
\$610,000	\$22,850	\$1,350	\$24,200
\$620,000	\$23,050	\$1,350	\$24,400
\$630,000	\$23,250	\$1,350	\$24,600
\$640,000	\$23,450	\$1,350	\$24,800
\$650,000	\$23,650	\$1,350	\$25,000
\$660,000	\$23,850	\$1,350	\$25,200
\$670,000	\$24,050	\$1,350	\$25,400
\$680,000	\$24,250	\$1,350	\$25,600
\$690,000	\$24,450	\$1,350	\$25,800
<b>\$700,000</b>	<b>\$24,650</b>	<b>\$1,350</b>	<b>\$26,000</b>
\$710,000	\$24,850	\$1,350	\$26,200
\$720,000	\$25,050	\$1,350	\$26,400
\$730,000	\$25,250	\$1,350	\$26,600
\$740,000	\$25,450	\$1,350	\$26,800
\$750,000	\$25,650	\$1,350	\$27,000

## TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD – Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$760,000	\$25,850	\$1,350	\$27,200
\$770,000	\$26,050	\$1,350	\$27,400
\$780,000	\$26,250	\$1,350	\$27,600
\$790,000	\$26,450	\$1,350	\$27,800
<b>\$800,000</b>	<b>\$26,650</b>	<b>\$1,350</b>	<b>\$28,000</b>
\$810,000	\$26,850	\$1,350	\$28,200
\$820,000	\$27,050	\$1,350	\$28,400
\$830,000	\$27,250	\$1,350	\$28,600
\$840,000	\$27,450	\$1,350	\$28,800
\$850,000	\$27,650	\$1,350	\$29,000
\$860,000	\$27,850	\$1,350	\$29,200
\$870,000	\$28,050	\$1,350	\$29,400
\$880,000	\$28,250	\$1,350	\$29,600
\$890,000	\$28,450	\$1,350	\$29,800
<b>\$900,000</b>	<b>\$28,650</b>	<b>\$1,350</b>	<b>\$30,000</b>
\$910,000	\$28,850	\$1,350	\$30,200
\$920,000	\$29,050	\$1,350	\$30,400
\$930,000	\$29,250	\$1,350	\$30,600
\$940,000	\$29,450	\$1,350	\$30,800
\$950,000	\$29,650	\$1,350	\$31,000
\$960,000	\$29,850	\$1,350	\$31,200
\$970,000	\$30,050	\$1,350	\$31,400
\$980,000	\$30,250	\$1,350	\$31,600
\$990,000	\$30,450	\$1,350	\$31,800
<b>\$1,000,000</b>	<b>\$30,650</b>	<b>\$1,350</b>	<b>\$32,000</b>
\$1,010,000	\$30,850	\$1,350	\$32,200
\$1,020,000	\$31,050	\$1,350	\$32,400
\$1,030,000	\$31,250	\$1,350	\$32,600
\$1,040,000	\$31,450	\$1,350	\$32,800
\$1,050,000	\$31,650	\$1,350	\$33,000
\$1,060,000	\$31,850	\$1,350	\$33,200
\$1,070,000	\$32,050	\$1,350	\$33,400
\$1,080,000	\$32,250	\$1,350	\$33,600

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## TAXABLE ISSUE LIMIT CHART NO GROUP LTD

No Group LTD — Radius Choice/Radius			
Earned Income	Base (3)	Social Insurance Rider (2)	Individual Issue Limit (1,4)
\$1,090,000	\$32,450	\$1,350	\$33,800
<b>\$1,100,000</b>	<b>\$32,650</b>	<b>\$1,350</b>	<b>\$34,000</b>
\$1,110,000	\$32,850	\$1,350	\$34,200
\$1,120,000	\$33,050	\$1,350	\$34,400
\$1,130,000	\$33,250	\$1,350	\$34,600
\$1,140,000	\$33,450	\$1,350	\$34,800
\$1,150,000	\$33,650	\$1,350	\$35,000

<sup>1</sup> For class 5A/5P, 4A/4P and 3A/3P risks, the individual issue limit column may be used to determine the Base Monthly benefit available, provided there is no participation with Group LTD or any other Social Security offset product in force. For class 2A and A, the individual limit column may only be used if SIR is elected, otherwise only the Base Monthly benefit is allowed.

<sup>2</sup> For Incomes greater than \$60,000, the maximum amount of the Social Insurance Rider benefit will always be \$1,350.

### These additional rules as well as special issue and participation limits apply:

<sup>1</sup> For class 5A, 5P, 4A/4P and 3A/3P risks, the individual issue limit column may be used to determine the Base Monthly benefit available, provided there is no participation with Group LTD or any other Social Security offset product in force.

<sup>2</sup> For class 2A and A, the individual limit column may only be used if SIR is elected, otherwise only the Base Monthly benefit is allowed.

<sup>3</sup> For class 5A, 5P, 4A, 4P and 3A/3P risks, the individual issue limit may be used to determine the base monthly benefit available if the policy has a 180-day elimination period. For class 5A, 5P, 4A/4P, 3A/3P, risks for plans with less than a 180-day elimination period, short-term rider 1 may be added to shorten the overall elimination period. Calculate by subtracting \$1,960 of state cash sickness benefits, from the table issue limit, subject to our maximum published issue and participation limits based on age and occupation class. Sole proprietors may receive up to the individual issue limit if they have chosen to opt out of the State Cash Sickness (SDI) Program.

<sup>4</sup> For Incomes greater than \$60,000, the maximum amount of the Social Insurance Rider benefit will always be \$1,350.

## Non-Taxable Issue and Participation Limit Chart

### With Group LTD Only — Radius Choice/Radius

Participation Limits provided for incomes up to and including \$70,000 for cases in participation with Group LTD where a replacement ratio in excess of 65% is desired.

## NON-TAXABLE ISSUE AND PARTICIPATION LIMIT CHART WITH GROUP LTD ONLY—RADIUS CHOICE/RADIUS

Earned Income	Individual Issue Limit (2, 3)	Participation with Group LTD (1)
\$16,000	\$1,000	\$1,020
\$18,000	\$1,100	\$1,120
\$20,000	\$1,300	\$1,320

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## NON-TAXABLE ISSUE AND PARTICIPATION LIMIT CHART WITH GROUP LTD ONLY—RADIUS CHOICE/RADIUS

Earned Income	Individual Issue Limit (2, 3)	Participation with Group LTD (1)
\$22,000	\$1,420	\$1,440
\$24,000	\$1,540	\$1,560
\$26,000	\$1,660	\$1,680
\$28,000	\$1,780	\$1,800
\$30,000	\$1,900	\$1,920
\$32,000	\$2,010	\$2,030
\$34,000	\$2,120	\$2,140
\$36,000	\$2,230	\$2,250
\$38,000	\$2,340	\$2,360
\$40,000	\$2,450	\$2,470
\$42,000	\$2,550	\$2,570
\$44,000	\$2,650	\$2,670
\$46,000	\$2,750	\$2,770
\$48,000	\$2,850	\$2,870
\$50,000	\$2,950	\$2,970
\$52,000	\$3,050	\$3,070
\$54,000	\$3,150	\$3,170
\$56,000	\$3,250	\$3,270
\$58,000	\$3,350	\$3,370
\$60,000	\$3,450	\$3,470
\$65,000	\$3,675	\$3,695
\$70,000	\$3,900	\$3,920

**For incomes above \$70,000 use the 65% replacement ratio:**

65% monthly income less Group LTD/other coverage = MassMutual issue (subject to max issue/participation limits)

<sup>1</sup> For all occupation classes, the participation with Group LTD column may be used to determine the Base Monthly benefit available, subject to the Maximum I & P limits based on occupation class.

The participation with Group LTD limits does not apply when programming with association, state or federal coverage. Group LTD must be applied for simultaneously, or must be in force in order to receive these limits.

<sup>2</sup> In-force MassMutual coverage in combination with new MassMutual coverage cannot exceed the Individual Issue Limit.

### California Rules (incomes up to and including \$70,000 with Group LTD inforce)

These additional rules as well as special issue and participation limits apply:

<sup>3</sup> If the individual benefit starts before the Group LTD benefit, short-term riders 1 and 2 may be used to shorten the overall elimination period. Calculate by subtracting \$1,372 (\$1,960 discounted for taxes) of state cash sickness benefits, from the lesser of the table issue limit based on income or occ. class issue limit. Sole proprietors may receive up to the Individual Issue Limit if they have chosen to opt out of the State Cash Sickness (SDI) Program.

## Taxable Issue and Participation Limit Chart With Group LTD Only — Radius Choice/Radius

Participation Limits provided for incomes up to and including \$100,000 for cases in participation with Group LTD where a replacement ratio in excess of 80% is desired.

### ISSUE AND PARTICIPATION LIMIT CHART WITH GROUP LTD ONLY - RADIUS CHOICE/RADIUS

Earned Income	Individual Issue Limit (2, 3)	Participation with Group LTD (1)
\$16,000	\$1,175	\$1,200
\$18,000	\$1,300	\$1,325
\$20,000	\$1,450	\$1,475
\$22,000	\$1,600	\$1,625
\$24,000	\$1,745	\$1,770
\$26,000	\$1,875	\$1,900
\$28,000	\$2,025	\$2,050
\$30,000	\$2,175	\$2,200
\$32,000	\$2,325	\$2,350
\$34,000	\$2,475	\$2,500
\$36,000	\$2,600	\$2,625
\$38,000	\$2,750	\$2,775
\$40,000	\$2,900	\$2,925
\$42,000	\$3,050	\$3,075
\$44,000	\$3,200	\$3,225
\$46,000	\$3,350	\$3,375
\$48,000	\$3,450	\$3,475
\$50,000	\$3,600	\$3,625
\$52,000	\$3,725	\$3,750
\$54,000	\$3,850	\$3,875
\$56,000	\$4,000	\$4,025

## ISSUE AND PARTICIPATION LIMIT CHART WITH GROUP LTD ONLY - RADIUS CHOICE/RADIUS

Earned Income	Individual Issue Limit (2, 3)	Participation with Group LTD (1)
\$58,000	\$4,150	\$4,175
\$60,000	\$4,300	\$4,325
\$65,000	\$4,650	\$4,675
\$70,000	\$5,000	\$5,025
\$75,000	\$5,350	\$5,375
\$80,000	\$5,700	\$5,725
\$85,000	\$5,933	\$5,958
\$90,000	\$6,200	\$6,225
\$95,000	\$6,467	\$6,492
\$100,000	\$6,750	\$6,775

For incomes above \$100,000, use the 80% replacement ratio:

**80% monthly income less Group LTD/other coverage = MassMutual issue (subject to max issue/participation limits)**

<sup>1</sup> For all occupation classes, the participation with Group LTD column may be used to determine the Base Monthly benefit available, subject to the Maximum I & P limits based on occupation class.

The participation with Group LTD limits do not apply when programming with association, state or federal coverage. Group LTD must be applied for simultaneously, or must be in force in order to receive these limits.

<sup>2</sup> In-force MassMutual coverage in combination with new MassMutual coverage cannot exceed the Individual Issue Limit.

### California Rules (incomes up to and including \$100,000 with Group LTD in force)

These additional rules as well as special issue and participation limits apply:

<sup>3</sup> If the individual benefit starts before the Group LTD benefit, short-term riders 1 and 2 may be used to shorten the overall elimination period. Calculate by subtracting \$1,960 of state cash sickness benefits, from the lesser of the table issue limit based on income or occ. class issue limit. Sole proprietors may receive up to the individual issue limit if they have chosen to opt out of the State Cash Sickness (SDI) Program.

# Examples of Group LTD with Individual Coverage Plan Formulas

When determining the replacement benefit percent, the amount of individual coverage may not exceed the Maximum Individual Issue Limit.

## Taxable Group LTD Benefit and Non-Taxable Individual Plan

If the Group LTD plan is employer pay (the employer is paying 50% or more of the premium) and the insured is paying 100% of the individual disability premium, then the employer pay Group LTD can be converted to a non-taxable benefit by multiplying the Group LTD benefit by .70 and using the non-taxable table. The following is an example of that calculation:

Example A	Chart	Formula
Annual Income	\$60,000	\$150,000
LTD Benefit 50%	\$2,500	\$6,250
Multiply by .70	x .70	x .70
LTD Benefit to Subtract	\$1,750	\$4,375
MM Participation Limit	\$3,470	\$8,125
Minus LTD Benefit of	\$1,750	\$4,375
Total amount of Coverage We will issue	\$1,720	\$3,750

## Non-Taxable Group LTD Benefit and Non-Taxable Individual Plan

If the Group LTD plan is employee-pay (the employee is paying 50% or more of the premium) and the insured is paying 100% of the individual disability premium, then the non-taxable benefit table should be used. The following is an example of that calculation:

Example B	Chart	Formula
Annual Income	\$60,000	\$150,000
LTD Benefit 50%	\$2,500	\$6,250
LTD Benefit to Subtract	\$2,500	\$6,250
MM Participation Limit	\$3,470	\$8,125
Minus LTD benefit of	\$2,500	\$6,250
Total amount of coverage We will issue	\$970	\$1,875



## Taxable Group LTD Benefit and Taxable Individual Plan

If the Group LTD plan is employer-pay (the employer is paying 50% or more of the premium) and the individual disability coverage is also employer-pay (the employer is paying 50% or more of the premium), then the taxable benefit table should be used. The following is an example of that calculation:

<b>Example C</b>	<b>Chart</b>	<b>Formula</b>
<b>Annual Income</b>	\$75,000	\$150,000
<b>LTD Benefit 50%</b>	\$3,125	\$6,250
<b>LTD Benefit to Subtract</b>	\$3,125	\$6,250
<b>MM Participation Limit</b>	\$5,375	\$10,000
<b>Minus LTD benefit of</b>	\$3,125	\$6,250
<b>Total amount of coverage We will issue</b>	\$2,250	\$3,750

## Non-Taxable Group LTD Benefit and Taxable Individual Plan

If the Group LTD plan is employee-pay (the employee is paying 50% or more of the premium) and the individual disability is employer-pay (the employer is paying 50% or more of the premium), LTD can be converted to a taxable benefit by dividing the LTD benefit by .70 and using the taxable table. The following is an example of that calculation:

<b>Example D</b>	<b>Chart</b>	<b>Formula</b>
<b>Annual Income</b>	\$75,000	\$150,000
<b>LTD Benefit 50%</b>	\$3,125	\$6,250
<b>Divide by .70</b>	/.70	/.70
<b>LTD Benefit to Subtract</b>	\$4,464	\$8,928
<b>MM Participation Limit</b>	\$5,375	\$10,000
<b>Minus LTD Benefit of</b>	\$4,464	\$8,928
<b>Total amount of coverage We will issue</b>	\$911	\$1,072

**Note:** the same rationale is used when inforce coverage is individual, instead of Group LTD. However, the Individual Issue Limit would be used for calculations rather than the participation limit.

## Business Overhead Expense Issue and Participation Limits

### ISSUE AND PARTICIPATION LIMITS

<b>Occ Class</b>	<b>Maximum Issue and Participation Limit</b>
5A/5P, 4A/4P, 3A/3P	\$30,000 w/24 mo BP
	\$40,000 w/18 mo BP
	\$50,000 w/12 mo BP
2A/A	\$10,000

## Buy-Sell is Available in Three Options

- Lump Sum
- Monthly
- Down Payment (Combination of lump sum and monthly pay-out. Lump sum must be a minimum of 25% of the total benefit amount and a maximum of 50% of the total benefit amount. Maximum lump sum in down payment option = \$1,500,000)

## Disability Business Buy-Sell Issue and Participation Limits

### ISSUE AND PARTICIPATION LIMITS

Elimination Period	Maximum Lump Sum (1)		Benefit Period	Maximum Monthly Indemnity Periodic Pay (1)		Total Pay-Out Limit (1, 2)	
	5A/5P, 4A/4P, 3P	3A, 2A		5A/5P, 4A/4P, 3P	3A, 2A	5A/5P, 4A/4P, 3P	3A, 2A
365 days	\$1,500,000	\$1,000,000	2 Years	\$72,920	\$52,100	\$1,750,000	\$1,250,000
			3 Years	\$48,610	\$34,725	\$1,750,000	\$1,250,000
			5 Years	\$29,167	\$20,835	\$1,750,000	\$1,250,000
540 days	\$1,750,000	\$1,250,000	2 Years	\$104,165	\$62,500	\$2,500,000	\$1,500,000
			3 Years	\$69,445	\$41,670	\$2,500,000	\$1,500,000
			5 Years	\$41,665	\$25,000	\$2,500,000	\$1,500,000
730 days	\$2,250,000	\$1,250,000	2 Years	\$125,000	\$62,500	\$3,000,000	\$1,500,000
			3 Years	\$83,340	\$41,670	\$3,000,000	\$1,500,000
			5 Years	\$50,000	\$25,000	\$3,000,000	\$1,500,000

<sup>1</sup> In Florida and Puerto Rico, Physicians/Dentists are limited to 60% of the maximum published I & P limits. All other occupations are eligible for 100% of the maximum published I & P limits.

<sup>2</sup> This is the Maximum Disability Buy-Sell amount which can be written combining Lump Sum and Periodic Pay, or as total Periodic Pay. When combining Lump Sum and Periodic Pay, the maximum Periodic Pay is the difference between the Lump Sum and the Total Pay-Out, divided by the number of months in the Periodic Pay benefit period.

# Section 4

## Multi-Life Underwriting

### SECTION 4

- 4-1 | Multi-Life Cases Defined for New York
- 4-2 | Multi-Life Cases Defined for All States with the Exception of New York
- 4-4 | Multi-Life Case/Guaranteed Standard Issue (GSI) Guidelines
- 4-5 | Case Underwriting
- 4-8 | Corporate Situs
  - 4-9 | Agent Licensing
  - 4-9 | Policy Assurance Program/Modified Guarantee Issue (MGI)
  - 4-9 | Association Guidelines
  - 4-10 | 1099 Associates
- 4-11 | ERISA Information

## Multi-Life Cases Defined for New York

There are two types of multi-life cases MassMutual will consider. They are defined as follows:

- 1. Employer Paid**

- Employer is paying 100% of the premium

- 2. Employer Sponsored**

- An employer must sponsor MassMutual for use of gender-specific rates.

Additionally, in New York, the Multi-Life discount only applies once two of the three applications submitted are approved by underwriting. If there are 25 or more eligible lives in the group, the disability income insurance sold in conjunction with the GIN must be supplementing any group LTD coverage. This includes any benefits provided by the Public Employees Pension System (PERS) and the Federal Employees Pension System (FERS).

For complete details please refer to the “GIN Guidelines for Fully – Underwritten DI Business” located on FieldNet.

## Multi-Life Cases Defined for All States with the Exception of New York

There are four types of multi-life cases MassMutual will consider. They are defined as follows:

### 1. **Employer Paid**

- Employer is paying 100% of the premium

### 2. **Non-Employer Paid**

- These are cases where a producer, or producers, market to individuals who work for a common employer where the employer is not paying the premium

### 3. **Student Groups**

- Available to students in universities where there is no established employer/employee relationship
- Students do not receive a stipend
- Qualifying students are those included in MassMutual's Starting Professional Program

### 4. **Association**

- Common professions/occupations in defined target markets
- Local associations versus statewide or national
- Not formed for buying insurance only
- 100-life minimum
- Published roster of members
- Dues required for membership

For complete details please refer to the "GIN Guidelines for Fully – Underwritten DI Business" located on FieldNet.

## RADIUS CHOICE MULTI-LIFE DISCOUNTS (ALL STATES EXCEPT NEW YORK)

	Multi-Life Non-Employer Paid <sup>1</sup>	Multi-Life Student Groups <sup>1</sup>	Multi-Life Employer Paid <sup>2</sup>	Association <sup>1</sup>
3 – 20 Lives	10% 20% in CA & FL	10% 20% in CA & FL	15% 25% in CA & FL	10%
21 – 199 Lives	20%	20%	25%	10%
200+ Lives	25%	25%	35%	10%

<sup>1</sup> Discounts are available with gender-specific rates except in MT where discounts are applied to unisex/gender-neutral rates.

<sup>2</sup> Discount is available with unisex/gender-neutral rates. Refer to the GIN Guidelines for requirements. Home Office approval is required prior to solicitation.

## RADIUS CHOICE MULTI-LIFE DISCOUNTS FOR NEW YORK

	Multi-Life Employer Sponsored <sup>1</sup>	Multi-Life Student Group	Multi-Life Employer Paid <sup>2</sup>	Association
3 – 20 Lives	20%	N/A	25%	N/A
21 – 199 Lives	20%	N/A	25%	N/A
200+ Lives	25%	N/A	35%	N/A

<sup>1</sup> Discounts are available with gender-specific rates.

<sup>2</sup> Discount is available with unisex/gender-neutral rates. Refer to the GIN Guidelines for requirements. Home Office approval is required prior to solicitation.

- All of the above discounts are noncancelable and portable in the event the insured leaves the employer through whom the discount was received.
- For other Product Discounts please refer to the Policy Specifications in Section 5.

### Applying for a Multi-life Case Discount – Group Identification Number (GIN)

- Submit a completed Group Billing Form, form **F6749**, to MassMutual's Home Office. Form **F6749** is available in FieldNet.
- The Home Office will assign the GIN and inform the producer.
- The assigned GIN should be included on each future application submitted for the case.

# Multi-Life Case/Guaranteed Standard Issue (GSI) Guidelines<sup>1</sup>

## General Information

The following guidelines provide a general framework for producers in the multi-life market. When the DI Multi-Life New Business area receives complete information about the employer and employees, they will review the offer request to determine if an underwriting offer is available. Guarantee standard issue offers will be considered for employer-pay cases of 10 or more, and voluntary cases<sup>2</sup> of 75 or more eligible employees.

## Multi-Life Business Profile

The following questions represent the information that the producer must gather for the DI Multi-life Underwriter prior to a case being presented to MassMutual and this information should be submitted on the multi-life offer request form:

- What is the nature of the business?
- How long has it been in existence?
- Is the business financially stable?
- How many full-time employees, part-time employees?
- Does the company have a history of layoffs?
- What are the hiring practices?
- Does the company perform physical exams, screening for drugs, moral investigations, etc.?
- Does the company support a fitness program or other wellness/prevention activities for employees?
- Does the company provide alternative work arrangements (working at home, job sharing, etc.)?

Information regarding employee benefit plans is also considered:

- Does the employer have a group medical insurance plan for employees?
- Does the employer provide Group LTD, and who pays the premium, the employer or employee?

The DI Multi-Life Underwriter will require Group LTD experience for cases with 1,000 or more eligible lives. The DI Multi-Life Underwriter reserves the right to request Group LTD experience on smaller cases. A Group LTD plan booklet is also required for all employer-pay or employer-endorsed cases. This information is used in the risk analysis and assessment process to determine plan design.

<sup>1</sup> Please contact your Worksite representative for any information pertaining to Worksite products.

<sup>2</sup> Not available for Vermont based companies.

## Employer Participation

When assessing multi-life cases, the DI Multi-Life Underwriter views 100% employer-pay cases differently than voluntary cases endorsed by the employer. Employer premium sharing and payroll deduction plans demonstrate a level of commitment by the employer. We have found that an employer's participation is key to the success of an application period.

## Job Information

Accurate job information is important to assign the appropriate occupation class. If the job title requires clarification, we may request additional information to determine specific duties, travel, and length of time in the position.

## Income Information

Accurate salary and bonus information is critical to determine our underwriting offer. The employer census with salary and a two-year bonus history, if applicable, should be submitted with the offer request in Excel format.

When insuring bonus income, we will include income based on the following:

- Two years' of bonus income submitted — average and consider 100% (if most recent bonus is less than prior year, we will consider 100% of most recent bonus)
- One year of bonus income submitted — consider 75%
- Current Year Bonus is zero — no bonus will be added to income

## Case Underwriting

### Eligibility Requirements

All eligible employees must be included on the census provided to MassMutual. In addition, employees must be continuously actively at work on a full-time basis for 90 days prior to the application date, and employed on a full-time basis for the same employer at the time of policy delivery. Employees must be a U.S. citizen or hold a permanent resident visa. In addition, employees must work and reside in the U.S.

- Employees currently disabled or on claim are ineligible
- Employees that have been disabled by what the multi-life underwriter deems to have been a significant impairment within 90 days prior to application are ineligible
- Newly eligible employees applying for coverage after the initial application period must submit an application within 30 days of becoming eligible, otherwise regular underwriting rules for medical and financial insurability will apply



## Underwriting Offers

### Guaranteed Standard Issue (GSI)

- These applications use simplified/streamlined underwriting. We guarantee to offer everyone<sup>1</sup> who has been actively at work in the designated case a policy with a specific maximum monthly benefit amount, waiting period and benefit period at standard rates. We will need full financial underwriting where required by our regular underwriting guidelines, including programming around existing individual and Group LTD coverage
- The policy will not be ridered or rated for medical conditions or avocation activities on the specific monthly benefit amount

### Modified Guaranteed Issue (MGI)

- These applications are fully-underwritten. We guarantee to offer everyone in the designated case a policy with a specific maximum monthly benefit amount, waiting period and benefit period. We will need full financial underwriting where required by our regular underwriting guidelines, including programming around existing individual and Group LTD coverage
- The policy may be issued with a rating or with exclusion rider(s), or both, based on the risk profile and/or current medical status of the individual

### Modified Guaranteed Acceptance (MGA)

- These applications are fully-underwritten. We guarantee to offer everyone in the designated case a policy with a specific maximum monthly benefit amount but the policy may be issued with a longer waiting period or shorter benefit period, or both. We will need full financial underwriting where required by our regular underwriting guidelines, including when programming around existing individual and Group LTD coverage
- The policy may be issued with a rating or with exclusion rider(s), or both, based on the risk profile and/or current medical status of the individual
- The policy may be issued with a longer waiting period or shorter benefit period, or both

### Guaranteed Acceptance (GA)

- These applications are fully-underwritten. We guarantee to offer everyone in the designated case a policy but may modify the monthly benefit amount
- The policy may be issued with a rating or with exclusion rider(s), or both, based on the risk profile and/or current medical status of the individual
- The policy may be issued with a longer waiting period or shorter benefit period, or both

### Maximum Benefit Period Endorsement

- Available only on select employer-pay cases of 20+ lives with prior underwriting approval. The cost will be 10% of premium and is available for all classes

<sup>1</sup> Special consideration may be given to those employees on a temporary assignment.

## Case Factors

There are many factors that are taken into consideration by the DI Multi-life Underwriter to determine the offer. Consideration is given, but not limited to:

- Quality of the producer's block of business with MassMutual
- MassMutual's morbidity experience on the occupations being insured
- Level of commitment and endorsement from the employer
- Experience of the employer's group long-term disability plan — **required for cases with 1,000+ eligible lives**
- Age groups and male/female ratio on the census data, age and gender demographics
- Financial stability of the employer
- History of layoffs, current or recent merger/acquisition activity

## Other Underwriting Offer Criteria

**Medical Underwriting** — May be required for some cases based on our offer. Requirements may vary from individual case underwriting.

**Financial Underwriting** — Required for all cases. Applications must be completed in full, and additional financials may be requested for amounts in excess of the GSI offer.

**Waiting Periods Available** — Our waiting period should coordinate with the Group LTD waiting period. We typically offer 90-day, 180-day, and longer waiting periods.

**Benefit Periods Available** — Benefit periods up to age 65 and 67 are available. Shorter benefit periods are available and may be appropriate for certain cases or classes of employees.

**Offer Period** — All offers will be made in writing from the Home Office. If the employer does not accept an offer within 90 days, it will automatically be withdrawn. Signature of an authorized representative of the employer is considered acceptance of the offer. When the employer accepts the offer, an application period will be established.

**Application Period** — The application period for coverage will be based on the start date established by the employer and MassMutual, with an end date of 30 days or less from the start date. For offers with a pre-existing condition limitation, employees may be re-solicited under the offer. For offers without a pre-existing condition limitation, any employee currently eligible, who chooses not to apply at this time, will not be eligible in the future for the underwriting guarantees available under the offer. However, we will consider an employee on an individual basis, subject to evidence of full insurability and regular underwriting rules.

New employees will be covered under the offer; however, all must apply within the selected timeframe included in the offer letter. Otherwise, for offers without a pre-existing condition limitation, full evidence of insurability will be required and regular underwriting rules will apply.

**Offer Renewals** — Signed offers are in effect one or two years from the date of the employer signature; offers are subject to underwriting review upon expiration and must be renewed in order to continue to submit GSI applications. The renewal process requires:

- Most offers may be renewed with validation of current multi-life offer request information
- In some cases, an updated electronic census of all eligible employees, including those that accepted and declined the prior offer, as well as newly eligible employees may be required
- Submission of the multi-life offer request form to update parameters of the renewal request and to request changes to the prior offer

The DI Sales Support unit will review the offer, case experience and will communicate the renewal decision to the producer.

## Corporate Situs

Corporate Situs is available to employer-paid multi-life cases with a GSI underwriting offer with prior Home Office approval.

### **What is corporate situs?**

The corporation is the owner of the DI policy, and the contract state for all employees becomes the state where the corporate headquarters is located.

### **Why would a corporate situs arrangement be used?**

For consistency and non-discrimination, essentially, when the employer wants all employees to have the same contract.

## Criteria for using Corporate Situs

- The employer must be owner on the application
- The employer must pay all or a majority of the premium
- The policies must be delivered to the corporation
- Transfer of ownership — the employer must agree to transfer ownership to the employee upon termination of employment

## Agent Licensing

Corporate Situs is subject to current state licensing rules; all regular licensing rules apply.

The agent must be licensed where the solicitation takes place (where the corporation is located). The agent must also be licensed in any risk located states.

### RISK LOCATED/COUNTERSIGNATURE STATES

AK – Alaska	KS – Kansas	PR – Puerto Rico
AZ – Arizona	LA – Louisiana	WV – West Virginia
CO – Colorado	ME – Maine	
ID – Idaho	NM – New Mexico	

The employer must sign a Corporate Situs agreement before any solicitation takes place.

## Policy Assurance Program/Modified Guarantee Issue (MGI)

Policy Assurance Program (PAP) offers will be considered for employer-pay cases of 3 to 9 eligible employees. 100% participation of the eligible employees is required. The applications are fully underwritten. These discounted offers guarantee all eligible employees a specific maximum monthly benefit amount, waiting period and benefit period. The offer also guarantees the Extended Partial Disability Benefits Rider. The policies may be issued with a rating or with exclusion rider(s) or both, based on the risk profile and/or current medical status of the individual.

The PAP is ideal for use in an executive carve-out. Plan design and monthly benefit amount will be determined using the demographics of the group of eligible employees and the design of any inforce Group Long Term Disability (GLTD).

Prequalification approval is required by Underwriting and requests should be e-mailed to [MGI@iuo.MassMutual.com](mailto:MGI@iuo.MassMutual.com)

## Association Guidelines

Only associations that meet the following criteria will be considered. Professionals with occupation classes of 5A, 4A and 3A are eligible. Examples of targeted occupations include:

- Accountants
- Advertising Executives
- Architects
- Attorneys
- CPAs
- Computer Programmers, Managers and Executives
- Engineers

**Note:** Dental cases are not eligible for the Association Discount. Groups not meeting this criteria include chambers of commerce, credit unions and fraternal organizations.

## Association Types

A local association is defined by a single agent's scope of marketing capabilities. We will determine "local" based on the producer's marketing strategy. Experience has shown that national associations cannot be marketed to full potential. Exceptions may be made if the producer intends to market to a local segment of a national association and obtains an endorsement to this effect. Multi-state associations will be evaluated on a case by case basis, and associations will only be approved for states in which the product has been approved. Association discounts require DI Underwriting approval please contact David DiCesare at [DDiCesare@massmutual.com](mailto:DDiCesare@massmutual.com).

## Association Case Requirements

- Endorsement letter from the president of the association, on association letterhead, endorsing the producer as well as MassMutual Individual DI exclusively
- Detailed marketing plan from the producer illustrating application strategy for the first 3-6 months of the application process
- Only associations that have been in existence for at least two years will be considered
- Current roster of all association members
- Copy of the association bylaws

## Applying for an Association Discount after receiving DI Underwriting approval

- Please see "Multi-Life Discount" guidelines on [page 4-3](#).

## 1099 Associates

1099 associates are independent contractors; they are not employees. We may consider 1099 employees for a multi-life discount and possibly an underwriting offer as noted below.

### A) Employer with "incidental" 1099 Associates –

Cases where less than 20% of the total population of employees, including 1099 associates, is made up of 1099 associates

- We will consider treating the 1099 associates as employees and assess the overall risk by applying standard underwriting guidelines and practices and they may be included in the underwriting offer

### B) Employer with "significant" 1099 Associate exposure

Cases where more than 20% of the total population of employees, including 1099 associates, is made up of 1099 associates

- The risk associated with these associates is significantly different from the risk associated with true employees; therefore, we do not treat as employees for multi-life offers
- The same financial and medical underwriting requirements that are used for fully-underwritten business will apply

### **C) Employer that hires “almost exclusively” captive 1099 Associates**

- If it is the employer’s practice to contract captive 1099 associates, select cases may be considered for underwriting offers. Standard underwriting and risk selection criteria will apply

## **ERISA Information**

Many employers are aware that some employee benefit arrangements are covered by the Employee Retirement Income Security Act of 1974 (ERISA). These typically include group benefit plans or retirement plans that employers provide their employees.

ERISA rules can also apply to certain employer-sponsored arrangements that provide for insurance for their employees. Should an employer elect to offer insurance products to their employees, whether on a voluntary or an employer-paid basis, the employer will need to determine if the insurance will be part of an employee benefit plan subject to ERISA.

In connection with any insurance offer that MassMutual makes to an employer, MassMutual will need the employer to identify whether the insurance will be part of a plan subject to ERISA. MassMutual must obtain this information in order to comply with certain requirements under ERISA when it issues insurance products as part of an ERISA plan.

We’ve prepared an ERISA brochure for employers entitled “Employer FAQ – ERISA and Welfare Benefit Plans” (Form #RS9871), that provides some general guidance to help employers determine if the MassMutual insurance being considered will be subject to ERISA regulations.

# Section 5

## Product Information

### SECTION 5

- 5-1 | Product Information
- 5-2 | Radius Choice 21 Policy Information
  - 5-16 | Optional Riders
- 5-45 | Radius Transition Select (Formerly 61+) Policy Information
- 5-49 | RetireGuard® Policy Information
- 5-54 | Business Overhead Expense Policy (BOE-01)
- 5-62 | Optional Riders
- 5-67 | Endorsements
- 5-70 | Buy-Sell Policy Information
- 5-77 | Optional Riders
- 5-91 | California Product Information
- 5-92 | Radius® Policy Information – Available in California for Guaranteed Standard Issue business only.
- 5-116 | Radius Transition Select 06 – Available in California only. (Formerly 61+) Policy Information
- 5-120 | Business Overhead Expense Policy – Available in California only. (BOE '06/SBOE '06)
- 5-130 | RetireGuard® '12 Policy Information – Available in California Guaranteed Standard Issue business only.

All product sections include basis policy information, rider information, and medical and financial requirements.

# Product Information

## Choosing Your Target Market

One of MassMutual's strengths is our comprehensive product portfolio that enables producers to provide high quality disability income insurance products to diverse markets. We help individuals meet their unique and changing income protection needs throughout their working years with products and services for wage earners and business owners alike. While our top-of-the-line products are geared more for the highly skilled, affluent professionals, we also have products suitable for more modest incomes.



# Radius Choice 21 Policy Information

## Radius Choice

**Content provided is for reference purposes only. Titles including “Definition” are actual definitions from the contract; all other materials are not. Please refer to the policy for the complete set of definitions and contract provisions. If there is a conflict between this manual and the policy provisions, the policy will govern.**

Radius Choice has been filed through the Interstate Insurance Product Regulation Commission (ICC). The ICC includes the following states: AK, AL, AR, AZ, CO, CT, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, NE, NH, NJ, NM, NV, OH, OK, OR, PA, PR, RI, SC, TN, TX, UT, VA, VT, WA, WI, WV. ICC states will offer the same policy form. This manual reflects the ICC approved policy forms; any policy variations for states outside of the ICC will be noted.

**Please see the California Reference Product section starting on [page 5-91](#) for other available products in California.**

Radius Choice is MassMutual’s flagship product for individual and multi-life sales where a Guaranteed Standard Issue Offer (GSI) offer is not made. Radius Choice is extremely flexible and can be customized to meet a vast spectrum of customer needs. By using benefit riders, you have the ability to help meet your client’s unique needs, while maintaining the flexibility to align coverage with the amount of premium commitment your client is able to make.

## Radius Choice 21 Specifications

### RADIUS CHOICE SPECIFICATIONS

Issue Age	18 through 64 (18 - through 60 for California and Florida)
Occupation Class	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P, 2A, and A <sup>1</sup>
Waiting Periods <sup>2</sup>	60, 90, 180, 365 and 730 <sup>3</sup> days
Maximum Benefit Periods	<ul style="list-style-type: none"> <li>• 2 years, 5 years, 10 years, to Age 65, to Age 67, and to Age 70</li> <li>• See <a href="#">page 5-88</a> for the Benefit Payout Schedule</li> </ul>
Premium	<ul style="list-style-type: none"> <li>• Individual: Sex Distinct (All policies unisex in Montana)</li> <li>• Association: Sex Distinct (All policies unisex in Montana)</li> <li>• Multi-Life Employer Group               <ul style="list-style-type: none"> <li>– Employer Endorsed: Unisex</li> <li>– Non-Employer Endorsed: Sex Distinct<sup>4</sup> (All policies unisex in Montana)</li> </ul> </li> <li>• Rates are level premium or graded premium</li> </ul>
Tobacco Use	35% Surcharge <sup>5</sup>
Discounts	<ul style="list-style-type: none"> <li>• 5% First-Year Life/DI Cross-Sell<sup>6</sup></li> <li>• 10% Spouse Discount</li> <li>• 10% Association discount, 3+ Lives<sup>5</sup></li> <li>• Multi-life discounts – See <a href="#">page 4-3</a></li> </ul>
Minimum Annual Income Requirements	<ul style="list-style-type: none"> <li>• Individual/Association All Classes – \$16,000</li> <li>• Multi-life All Classes – \$16,000</li> </ul>
Minimum Policy Size	\$500/Month base or \$300/Month base with \$200 GSR or \$200 SIR

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occupation class modifiers.

<sup>2</sup> Elimination Period in CA and FL.

<sup>3</sup> Not available in CA and NY.

<sup>4</sup> Employer Sponsored in NY.

<sup>5</sup> For Tobacco Use, a factor of 1.35 is applied. The Tobacco Use surcharge will be included for cigarettes, cigars, pipe smokers, snuff, chewing tobacco, the nicotine patch and nicotine gum, electronic cigarettes/e-cigarettes and herbal cigarettes.

<sup>6</sup> Not available in New York.

## Policy Description

### Non cancellable to Age 65 (Radius Choice)

This Policy is Non-Cancellable until the Policy Anniversary on or next following the Insured's 65th birthday.

This Policy becomes Conditionally Renewable on the Policy Anniversary on or next following the Insured's 65th birthday if the Insured is not Disabled and is Actively At Work, and will remain Conditionally Renewable until the Policy Anniversary on or next following the Insured's 75th birthday.

The conditions for ongoing renewal are that the Insured:

- Is not disabled; and
- Is actively at work

The policy will terminate in accordance with the Termination provisions (refer to [page 5-16](#)).

Premiums at renewal are based on the insured's attained age and rates are subject to change.

### Definition of Total Disability

The occurrence of a condition caused by a Sickness or Injury, in which the Insured cannot perform the main duties of his/her Occupation and the Insured is not working at any other occupation. The Insured must be under a Doctor's Care. The Disability must begin while this Policy is In Force.

The definition of disability may vary by state.

**TABLE OF NON-ICC STATE DISABILITY DEFINITIONS**

State	Total Disability
California	As a result of Sickness or Injury, the Insured is not able to perform with reasonable continuity the Substantial and Material Acts necessary to perform his/her Usual Occupation in the usual and customary way and the Insured chooses not to work in any occupation.
Delaware	Same as the ICC
District of Columbia	Same as the ICC
Florida	<p>The occurrence of a condition caused by a Sickness or Injury, in which the Insured:</p> <ul style="list-style-type: none"> <li>• For the first 12 months of Disability, is unable to perform the material and substantial duties of his/her Occupation; and</li> <li>• After the first 12 months of Disability, is unable to perform the material and substantial duties of his/her Occupation and is not working at any occupation for which he/she is qualified by reason of education, training, or experience.</li> <li>• The Insured must be under a Doctor's care. The Disability must begin while this Policy is In Force.</li> </ul>
Montana	Same as the ICC

**TABLE OF NON-ICC STATE DISABILITY DEFINITIONS**

State	Total Disability
New York	Same as the ICC
North Dakota	Same as the ICC
South Dakota	Same as the ICC
Wyoming	Same as the ICC

### Definition of Pre-existing Condition

A condition for which symptoms existed that would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 12-month period immediately prior to the Coverage Date(s), or for which medical advice or treatment was recommended by a Doctor or received from a Doctor within a 24-month period prior to the Coverage Date(s).

**TABLE OF NON-ICC PRE-EXISTING CONDITION DEFINITIONS**

State	Pre-Existing Condition
California	The Insured suffered from a physical or mental condition, whether diagnosed or undiagnosed which was misrepresented or not disclosed in the application (i) for which the Insured received a Doctor's advice or treatment within 24 months before the Coverage Date(s), or (ii) which caused symptoms within 12 months before the Coverage Date(s) for which a prudent person would usually seek medical advice or treatment; and the Disability caused or substantially contributed to by the condition begins in the first 24 months after the Coverage(s) becomes Effective.
Delaware	A pre-existing condition is a condition for which symptoms existed that would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 5-year period immediately prior to the Coverage Date(s), or for which medical advice or treatment was recommended by a Doctor or received from a Doctor within a 5-year period prior to the Coverage Date(s).
District of Columbia	A condition for which symptoms existed that would cause a person to seek diagnosis, care or treatment within a 5-year period immediately prior to the Coverage Date(s), or for which medical advice or treatment was recommended by a Doctor or received from a Doctor within a 5-year period prior to the Coverage Date(s).
Florida	<p>A condition for which symptoms existed that would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 5-year period immediately prior to the Coverage Date(s), or for which medical advice or treatment was recommended by a Doctor or received from a Doctor within a 5-year period prior to the Coverage Date(s).</p> <p>Routine follow-up care to determine whether a breast cancer has recurred in a person who has been previously determined to be free of breast cancer does not constitute medical advice, diagnosis, care, or treatment for purposes of determining Pre-Existing Conditions, unless evidence of breast cancer is found during or as a result of the follow-up care.</p>
Montana	A condition for which medical advice, diagnosis, care, or treatment was recommended by a Doctor or received from a Doctor within the 3 years preceding the date Coverage becomes Effective.

**TABLE OF NON-ICC PRE-EXISTING CONDITION DEFINITIONS**

State	Pre-Existing Condition
<b>New York</b>	A condition for which symptoms existed that would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 24 -month period immediately prior to the Coverage Date(s), or for which medical advice or treatment was recommended by a Doctor or received from a Doctor within a 24-month period prior to the Coverage Date(s).
<b>North Dakota</b>	A sickness or injury which occurred within a 24-month period immediately prior to the Coverage Date(s), or a condition for which medical advice or treatment was recommended by a Doctor or received from a Doctor within a 24-month period preceding to the Coverage Date(s).
<b>South Dakota</b>	A pre-existing limitation is a condition for which symptoms existed that would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 12-month period immediately prior to the Coverage Date(s), or for which medical advice Or treatment was recommended by a Doctor or received from a Doctor within a 12-month period prior to the Coverage Date(s).
<b>Wyoming</b>	A condition for which medical advice, diagnosis, care, or treatment was recommended by a Doctor or received from a Doctor within a 6-month period immediately prior to the Coverage Date(s) or the date the reinstatement becomes Effective.

### Definition of Presumptive Total Disability

The Insured is considered to have a Presumptive Total Disability even if he/she is able to work if certain conditions exist. These conditions are any of those listed below that begin while this Policy is In Force and are caused by Sickness or Injury:

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

## Disability Benefits

### Total Disability

We will pay the Total Disability Monthly Benefit shown in the policy specifications if the insured is Totally Disabled.

### Presumptive Total Disability

We will consider the Insured to be Totally Disabled and eligible for benefits under the Total Disability Benefit provision as long as the Presumptive Total Disability begins and continues while this Policy is In Force and the Insured is under a Doctor's Care. Benefits will start to accrue after the Waiting Period for Total Disability.

If the Presumptive Total Disability is complete and irrecoverable as of the onset of Disability, We will waive:

- the required Waiting Period; **and**
- the requirement that the Insured be under a Doctor's Care.

### Recurring Disability

For Disability Benefits with a Maximum Benefit Period to Age 65 or to Age 67 or to Age 70, a Recurring Disability is a related Disability that starts less than 12 months after a period of Disability ends.

For Disability Benefits with any other Maximum Benefit Period, a Recurring Disability is a related Disability that starts less than 6 months after a period of Disability ends.

We will treat a Recurring Disability as a continuation of the prior Disability. A Recurring Disability does not receive a new Maximum Benefit Period. Periods of Recurring Disability will be accumulated under the same Maximum Benefit Period. Benefits will be paid only up to the balance of the original Maximum Benefit Period.

If the Waiting Period has been satisfied, no new Waiting Period is required. If the Waiting Period has not been satisfied, periods of Recurring Disability will be accumulated to satisfy the Waiting Period.

## Rehabilitation Benefits<sup>1</sup>

Prior to the Policy becoming Conditionally Renewable, We will consider participation in a Rehabilitation Program. Participation in a Rehabilitation Program is voluntary. Our role in the Rehabilitation Program will be determined by Our written agreement with the Owner. Any benefits provided by this Policy during the Rehabilitation Program will be set by the terms of the agreement, which include but are not limited to:

- Our approval of the Rehabilitation Program in writing before the Insured begins to participate in it. Our approval will be based on the nature and extent of the Disability and the cost and appropriateness of the Rehabilitation Program;
- Disability benefits are currently being paid;
- We have not disapproved the Rehabilitation Program based on Our periodic review; and
- Rehabilitation Program expenses are not defined as covered expenses by another insurer or not actually paid by another source.

We will periodically review the Insured's Rehabilitation Program. Our continued approval will be based on the nature and extent of the Disability at the time of review, along with the cost and appropriateness of the Rehabilitation Program.

### <sup>1</sup> **Rehabilitation Benefit – New York Specific**

Prior to this Policy becoming Conditionally Renewable, We will consider participation in a Rehabilitation Program. Participation in a Rehabilitation Program is voluntary. Our role in the Rehabilitation Program will be determined by Our written agreement with the Insured and the Owner, if different. Any benefits provided by this Policy during the Rehabilitation Program will be set by the terms of the agreement, which include but are not limited to:

- Our approval of the Rehabilitation Program in writing before the Insured begins to participate in it. Our approval will be based on the nature and extent of the Disability and the cost and appropriateness of the Rehabilitation Program;
- Disability benefits are currently being paid;
- We have not disapproved the Rehabilitation Program based on Our periodic review; and
- Rehabilitation Program expenses are not actually paid as benefits provided under governmental program(s), any State or Federal workers' compensation, employers' liability or occupational disease law.

We will periodically review the Insured's Rehabilitation Program. Our continued approval will be based on the nature and extent of the Disability at the time of review, along with the cost and appropriateness of the Rehabilitation Program.

## Waiver of Premium

After the Insured has been Disabled for 90 days and while the Insured remains Disabled, We will waive payment of premiums for any Coverage(s) for which the Insured is eligible to receive benefits due to the Disability until the later of:

- the end of the Maximum Benefit Period; or
- the Policy Anniversary on or next following the Insured's 65th birthday.

For the eligible Coverage(s), the premiums that will be waived are those which:

- were due during the 90-day period before the Insured qualified for the Waiver Of Premium Benefit; and
- becomes due after the Insured has been Disabled for 90 days.

## Dividends

Dividends, if any, are not anticipated to be credited before the end of the fifth policy year (sixth policy year in CA, FL, and PR). Any dividends that may be allocated will be paid to the premium payor in cash. Dividends are not guaranteed.

## Grace Period

Each premium after the first must be paid within 31 days after the due date to keep this Policy In Force. This is the Grace Period. This Policy will stay In Force during the Grace Period.

## Reinstatement

If this Policy terminates for non-payment of premium, it may be eligible for reinstatement. The owner may reinstate the policy within 12 months of the lapse by paying the back premiums that are due. We may require an application and proof of insurability to reinstate the policy.

The reinstated Policy will cover Disabilities that occur on or after the date reinstatement becomes Effective and are:

- caused by Injuries that occur or Sickness that appears (makes itself known) after the reinstatement is effective; or
- caused or contributed to by, or resulting from, an accidental bodily injury that occurs or an illness or disease that first appears (makes itself known) after this Policy terminates for non-payment of premium and before the date reinstatement becomes Effective if such illness, injury, or disease was:
  - (1) fully and accurately described in the application for reinstatement, and
  - (2) not specifically excluded by name or specific description.

After 12 months, full underwriting will be required for consideration of a new policy.



## Making a Claim

Notice of claim must be given to the Home Office within 20 days<sup>1</sup> after the disability starts, or as soon afterwards as it is reasonably possible to do so. When this notice is received, appropriate claim forms will promptly be sent to the person claiming benefits. Proof of Disability, proof of any Loss of Income, if applicable, and any other proof required to substantiate the claim must be given to the Home Office within 90 days after the end of each Monthly Benefit claimed. If it is not reasonably possible to provide that proof within this time limit, then proof may be given as soon thereafter as it is reasonably possible to do so. Unless the delay is due to legal incapacity, this extension of time is limited to one year.

<sup>1</sup> Montana is 6 months and Wyoming is 60 days.

## Duty to Cooperate<sup>2</sup>

The Insured has the duty to cooperate with Us concerning all claim matters relating to this Policy. This cooperation includes, but is not limited to:

- submitting all required forms and other documentation according to the provisions of this Policy; and
- securing appropriate medical treatment for the condition(s) upon which the Insured's claim for benefits under this Policy is based.

### <sup>2</sup> **Duty To Cooperate – New York Specific**

The Insured has the duty to cooperate with Us concerning all claim matters relating to this Policy. This cooperation includes, but is not limited to:

- submitting all required forms and other documentation according to the provisions of this Policy; and
- securing the medical treatment that, under prevailing medical standards and as determined by a Doctor, is appropriate for the condition(s) upon which the Insured's claim for benefits under this Policy is based.

## Whom We Will Pay

Monthly Benefits will be paid to the Recipient of Benefits.

## Coverage Exclusions

This Policy does not provide any benefit for any Disability:

- during a period of legal incarceration in a penal or correctional institution of more than 7 days or during a period of legal detainment of more than 7 days. Also, this time does not apply for completion of the Waiting Period.<sup>1</sup>
- sustained during declared war or undeclared war or act of war.
- caused or contributed to by normal pregnancy or childbirth.<sup>2</sup> **This exclusion has been deleted via the EDI-35 endorsement to the policy.**
- sustained during participation in a riot or insurrection.
- resulting from active duty in the armed forces of any nation or international governmental authority or units auxiliary thereto or the National Guard or similar government organizations.<sup>3</sup> **This exclusion has been deleted via the EDI-35 endorsement to the policy.**
- caused by any intentionally, self-inflicted Injury.<sup>4</sup>
- sustained during the Insured's commission of, or attempt to commit, a felony under local, state or federal law, or while engaged in an illegal occupation.<sup>5</sup>
- that results from, or is contributed to, by a disease, disorder or physical condition that was excluded as a result of the underwriting process by name or specific description.<sup>6</sup>

<sup>1</sup> Exclusion does not apply in California and North Dakota.

<sup>2</sup> California is "caused or significantly contributed to by pregnancy or childbirth." (Removed for multi-life cases.)

<sup>3</sup> Exclusion does not apply in California. New York is "service in the armed forces or units auxiliary thereto."

<sup>4</sup> Exclusion does not apply in Montana.

<sup>5</sup> California is "caused or contributed to during the Insured's commission of, or attempt to commit, a felony or to which a contributing cause was the Insured's being engaged in an illegal occupation."  
In Montana: to which a contributing cause was the insured's commission of, or attempt to commit, a felony or to which a contributing cause was the Insured's being engaged in an illegal occupation.

<sup>6</sup> Removed in CA and NY; see Pre-Existing Condition Limitation section for CA & NY-specific details.

## Mental Disorder Limitation

The Maximum Benefit Period is 24 months for each period of Disability caused, or contributed to, by a Mental Disorder. However, We will pay benefits, subject to the Maximum Benefit Period shown in the Policy Specifications, as long as the Insured is confined in a Hospital for the treatment of a Mental Disorder, and under a Doctor's Care.<sup>1</sup>

Full mental health coverage is mandatory in Vermont for policies with a Benefit Period greater than two (2) years. These policies require the Maximum Benefit Period Endorsement. This Endorsement is available as an option in all other states Radius Choice 21 is available.<sup>2</sup> The associated cost is 15% of the premium. Please refer to [page 5-41](#) for more information.

<sup>1</sup> Under a Doctor's Care is not required in California.

<sup>2</sup> Not available in California.

## Pre-Existing Condition Limitation<sup>1</sup>

We will not provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins before the Coverage(s) has been In Force for 24 months 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 the application for Coverage; or
- We have not specifically excluded the Pre-Existing Condition by name or specific description.

In accordance with other Policy provisions and except as described in the Suspension Of Policy While In Military, Suspension Of Policy For Unemployment, and Reinstatement provisions, We will provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins after that Coverage has been In Force for more than 24 months and is caused or contributed to by, or resulting from a disease, disorder or physical condition that existed before that Coverage began, unless excluded by name or specific description in the Time Limit On Certain Defenses provision.

### <sup>1</sup> State Variation(s)

**California** — The Insured suffered from a physical or mental condition, whether diagnosed or undiagnosed which was misrepresented or not disclosed in the application (i) for which the Insured received a Doctor's advice or treatment within 24 months before the Coverage Date(s), or (ii) which caused symptoms within 12 months before the Coverage Dates(s) for which a prudent person would usually seek medical advice or treatment; and the Disability caused or substantially contributed to by the condition begins in the first 24 months after the Coverage(s) becomes Effective.

In accordance with other Policy provisions and except as described in the Suspension Of Policy While In Military, Suspension Of Policy For Unemployment, and Reinstatement provisions, We will provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins after that Coverage has been In Force for more than 24 months and is caused or substantially contributed to by the condition that existed before that Coverage began, unless excluded by name or specific description in the Time Limit On Certain Defenses provision.

**District of Columbia** — We will not provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins before the Coverage(s) has been In Force for 24 months 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 the application for Coverage; or
- We have not specifically excluded the Pre-Existing Condition by name or specific description.

In accordance with other Policy provisions and except as described in the Suspension Of Policy While In Military, Suspension Of Policy For Unemployment, and Reinstatement provisions, We will provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins after that Coverage has been In Force for more than 24 months and is caused or contributed to by, or resulting from a disease, disorder or physical condition that existed before that Coverage began, unless excluded by name or specific description in the Time Limit On Certain Defenses provision.

**Montana** — We will not provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins before the Coverage(s) has been In Force for 12 months 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 the application for Coverage; or
- We have not specifically excluded the Pre-Existing Condition by name or specific description.

In accordance with other Policy provisions and except as described in the Suspension Of Policy While In Military, Suspension Of Policy For Unemployment, and Reinstatement provisions, We will provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins after that Coverage has been In Force for more than 12 months and is caused or contributed to by, or resulting from a disease, disorder or physical condition that existed before that Coverage began, unless excluded by name or specific description in the Time Limit On Certain Defenses provision.

**New York** — We will not provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins before the Coverage(s) has been In Force for 24 months 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 the application for Coverage; or
- We have not specifically excluded the Pre-Existing Condition by name or specific description.

**South Dakota** — We will not provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability during the 12 months after the date that Coverage becomes Effective that is caused or contributed to by, or resulting from, a Pre-Existing Condition, unless:

- the Pre-Existing Condition was fully and accurately described in the application for Coverage; or
- We have not specifically excluded the Pre-Existing Condition by name or specific description.

**Wyoming** — We will not provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins before the Coverage(s) has been In Force for 12 months 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; or
- We have not specifically excluded the Pre-Existing Condition by name or specific description.

In accordance with other Policy provisions and except as described in the Suspension Of Policy While In Military, Suspension Of Policy For Unemployment, and Reinstatement provisions, We will provide benefits under any Coverage (which requires Proof of Good Health to purchase) for a Disability that begins after that Coverage has been In Force for 12 months and is caused or contributed to by, or resulting from a disease, disorder or physical condition that existed before that Coverage began, unless excluded by name or specific description in the Time Limit On Certain Defenses provision.

## Right to Suspend Policy While in Military

If the Insured enters active military service of any country or international authority or is in a reserve component of the armed forces of the United States, including the National Guard, the owner may request a suspension of the Policy. A written request is required providing information that the Insured is eligible for the suspension. If the Insured is eligible MassMutual will suspend this Policy from the date of receipt of the written request (or a later date if requested by the owner) and refund to the premium payor any unearned premiums for the period of suspension. This suspension does not apply to active duty for training which is scheduled to last 90 days or less.

During any period of suspension:

- this Policy will not be In Force;
- no Monthly Benefits, Waiver of Premium, or any other Policy benefit will be available;
- payment of premiums will not be required; and
- no dividends, if any, will be payable.

If the Insured is released from active duty within 5 years from the date the Insured entered active military service, the owner may restore this Policy. A written request must be received within 90 days of the Insured's release from active duty and pay the required premium due. We will not require Proof of Insurability. The premium rate will be the same as if this Policy had not been suspended. The restoration will be Effective as of the date of termination of active duty subject to payment of the required premiums. Subject to the limitations below, the restored Coverage(s) shall be on the same basis as before the date of suspension.

The time periods specified in the Limitation Of Pre-Existing Conditions For Coverage provision are not changed as a result of a suspension and restoration of Coverage(s). The time periods that each Coverage is In Force prior to the suspension and In Force after the restoration becomes Effective shall accumulate for that Coverage to determine the satisfaction of the time periods specified in the Limitation Of Pre-Existing Conditions For Coverage provision.

The restored Policy will only cover Disabilities caused or contributed to by, or resulting from, an accidental bodily injury that occurs or an illness or disease that first appears (makes itself known) after restoration becomes Effective.

If this Policy is in a state of suspension on the Policy Anniversary on or next following the Insured's 65th birthday, this Policy cannot be renewed and will terminate in accordance with the Termination provision.

### Right to Suspend the Policy for Unemployment

After this Policy has been In Force for at least 12 months from the Policy Date and before it becomes Conditionally Renewable, the owner may suspend the Policy if the Insured becomes unemployed and has received 60 days of state or federal unemployment benefits.

A written request must be sent to the Home Office to include the following:

- a determination letter from the state or federal agency responsible for administering unemployment benefits. This letter must indicate that the Insured qualifies for unemployment compensation.
- proof, satisfactory to Us, that the Insured has been receiving such compensation for at least 60 consecutive days and is still unemployed on the date we receive the written request.

If the Insured is eligible MassMutual will suspend the policy on the date We receive the written request with all necessary supporting documentation, and refund to the premium payor any unearned premiums for the period of suspension.

During any period of suspension:

- this Policy will not be In Force;
- no Monthly Benefits, Waiver of Premium, or any other Policy benefit will be available;
- payment of premiums will not be required; and
- no dividends, if any, will be payable.

The suspension will end on the earlier of:

- (1) 12 months after the date the suspension began, at which time You will be notified that this Policy has been placed back In Force and premiums are due; or
- (2) the date We received Your Written Request to end the suspension.

A pro rata premium is due from the time the suspension ends up to the next premium due date. We will not require Proof of Insurability. The premium rate will be the same as if this Policy had not been suspended. The restoration will be Effective as of the date the suspension ends, subject to payment of the required premiums. Subject to the limitations below, the restored Coverage(s) shall be on the same basis as before the date of suspension.

The time periods specified in the Limitation Of Pre-Existing Conditions For Coverage provision are not changed as a result of a suspension and restoration of Coverage(s). The time periods that each Coverage is In Force prior to the suspension and In Force after the restoration becomes Effective shall accumulate for that Coverage to determine the satisfaction of the time periods specified in the Limitation Of Pre-Existing Conditions For Coverage provision.

The restored Policy will not cover any Disability caused or contributed to by, or resulting from, an accidental bodily injury that occurs or an illness or disease that first appears (makes itself known) during the period of suspension.

The policy cannot be suspended for a subsequent period of unemployment until 24 months after the end of the previous suspension.

If the policy is in a state of suspension on the Policy Anniversary on or next following the Insured's 65th birthday, this Policy cannot be renewed and will terminate in accordance with the Termination provision.

## Right to Apply for Additional Benefits

Unless otherwise restricted in a rider attached to this Policy, You may apply for additional Coverage at any time while this Policy is In Force and the Insured is not Disabled. We will require a new application, Proof of Insurability, and proof of the nature of the Insured's Occupation. The additional Coverage will begin on the Coverage Date for that Coverage (shown in the Policy Specifications) provided it is Effective.

In order to apply for additional benefits under the Insured's existing Policy, the Insured must qualify for a minimum of \$100 of additional Monthly Benefit on the basis of Our Published Underwriting Limits.

The maximum additional benefits You can buy are based on Our Published Underwriting Limits at the time You apply for additional benefits.

The premiums for the additional Coverage will be based on the table of premiums rates We are using for new insurance on the date each additional benefit becomes Effective. We will base the premium on the amount and type of Coverage purchased and the Insured's Age and risk class on the date of application for the additional Coverage.

## Termination

This Policy will terminate on the earliest of:

- (1) the date following the end of the Grace Period, if premiums for this Policy are not paid prior to the end of the Grace Period;**
- (2) if the Insured is Disabled, this Policy will terminate on the later of:**
  - the last date of the Maximum Benefit Period if Monthly Benefits have been paid to the end of the Maximum Benefit Period, or
  - the Policy Anniversary on or next following the Insured's 65th birthday;
- (3) when this Policy is Conditionally Renewable and the Insured is not Disabled, this Policy will terminate on the earlier of:**
  - 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, this Policy will terminate at the end of the billing period for which premium had been paid, or
  - the Policy Anniversary on or next following the Insured's 75th birthday;
- (4) the date of the Insured's death and We will refund any unearned premium to the premium payor;**
- (5) the date We receive Your Written Request to terminate this Policy at Our Home Office and We will refund any unearned premium to the premium payor; or**
- (6) the Policy Anniversary on or next following the Insured's 65th birthday if this Policy is suspended in accordance with either the Suspension Of Coverage For Unemployment or the Suspension Of Policy While In Military provision.**

## Optional Riders

Rider attachment is subject to MassMutual's rules and regulations in effect when application is made. The following riders are available for Radius Choice:

- **ABI** — Automatic Benefit Increase Rider
- **BIR** — Benefit Increase Rider
- **CAT** — Catastrophic Disability Benefit Rider
- **COLA** — Cost of Living Adjustment Rider
- **EPR** — Extended Partial Disability Benefits Rider
- **FIO** — Future Insurability Option Rider
- **GSR** — Group Supplement Disability Benefits Rider
- **OWN OCC** — Own Occupation Rider
- **RGR** — RetireGuard® Rider
- **SIR** — Social Insurance Rider
- **SLR** — Student Loan Rider
- **STR** — Short Term Disability Benefits Rider

## ABI – Automatic Benefit Increase Rider

The ABI Rider is a supplemental benefit rider which, when added to the policy, allows the automatic annual purchase of benefits without evidence of medical (other than the fact the insured must not be disabled) or financial insurability. The insured may elect the ABI Rider at the time of application or at any policy anniversary while the policy is in force. Evidence of insurability is required to add this rider after issue. There is no additional cost for this rider.

### ABI SPECIFICATIONS

<b>Issue Ages</b>	18–55 (Attained Age); Increases through Age 60
<b>Occupation Classes</b>	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P, 2A, and A <sup>1</sup>
<b>Availability</b>	<ul style="list-style-type: none"> <li>• Minimum increase is \$50</li> <li>• No premium charge to add rider to base policy</li> </ul>
<b>Features</b>	<ul style="list-style-type: none"> <li>• 3% simple automatic increases</li> <li>• 5-year string is from date of issue</li> <li>• ABI increases will not reduce the FIO pool</li> <li>• Purchases base and EPR, OWN OCC and COLA</li> <li>• Available on standard and substandard policies</li> </ul>
<b>Renewability</b>	<ul style="list-style-type: none"> <li>• Subject to renewal every 5 years</li> <li>• Financial evidence only</li> <li>• 90 days before 5th policy anniversary</li> <li>• 4 out of 5 increases must be in force</li> <li>• Attained Age 55 or younger</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• The Right to Apply for Additional Coverage provision does not apply to this Rider</li> <li>• Rider will terminate in accordance with the Termination provision of the policy</li> </ul>

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

This rider allows the insured to automatically increase the original monthly benefit on five consecutive policy anniversaries, provided the insured is not disabled. Each increase will be the greater of \$50 or 3% of all fully underwritten coverage. Fully underwritten coverage includes coverage for which medical evidence of insurability was provided but does not include prior ABI or FIO increases.

## BIR – Benefit Increase Rider

The Benefit Increase Rider (BIR) allows the policy owner to increase the amount of monthly disability coverage under the base, Extended Partial Disability Benefits Rider, Cost of Living Adjustment Rider and Own Occupation Rider as the insured's income increases so long as he/she financially qualifies, is actively at work and is not disabled. The Rider must be renewed every 3 years in order to remain in force. There is no additional cost for this rider.



## BIR SPECIFICATIONS

<b>Issue Ages</b>	18–52 (Attained Age)
<b>Occupation Classes</b>	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P, 2A, and A <sup>1</sup>
<b>Maximum Exercisable Amount</b>	<ul style="list-style-type: none"> <li>• Availability is based on underwriting rules then in effect at time of increase</li> </ul>
<b>Minimum Exercisable Amount</b>	<ul style="list-style-type: none"> <li>• \$100</li> </ul>
<b>Business Rules</b>	<ul style="list-style-type: none"> <li>• Available at time of new business only</li> <li>• Client must purchase 75% of the maximum eligible benefit amount for the Base policy to qualify for this Rider</li> <li>• For physician and dental residents and fellows, we will accept 75% of the starting professional limit or 75% of the maximum benefit amount based on earned income.</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard policies</li> <li>• Due to the Maximum Issue Limits applicable to the BIR and FIO riders for Radius Choice policies, the following restriction applies: An Insured is eligible for coverage under either the BIR or the FIO on one (1) Radius Choice policy. An Insured with multiple Radius Choice policies will not be eligible for any additional BIR or FIO riders</li> <li>• Occupation classes are not guaranteed; increase amount will receive the occupation class that is available for the insured's occupation at the time of the increase</li> <li>• Limits are based on Our Published Underwriting Limits then in effect at time of coverage increase</li> <li>• Premium increases are calculated on an attained age basis</li> <li>• BIR applies to the base policy, EPR, COLA and OWN OCC</li> <li>• The Right to Apply for Additional Coverage provision does not apply to this Rider</li> <li>• Rider will terminate in accordance with the Termination provision of the policy</li> </ul>

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occupation class modifiers.

### Benefit Increases

An increase under the BIR can only be exercised at the time of the Rider's renewal. Subject to the Rider's restrictions, the Rider must be renewed every 3 years by the Coverage End Date by completing an application without providing proof of good health other than the insured is actively at work and is not disabled within the required time period.

If the insured's income has not increased by 10% or more within the last 3 years, no additional financial documentation is required. If income has increased more than 10%, normal financial underwriting guidelines apply.

If the insured does not apply for renewal, the BIR will terminate on the Coverage End Date.

Following an insured's application, if he/she is deemed ineligible for an increase and is Attained Age 52 or younger on the Coverage End Date of this Rider, the BIR will renew for another 3 years.

Following an insured's application, if he/she is deemed eligible for an increase, the insured must accept at least 50% of that increase offer in order to renew the BIR for another 3 years. If the insured accepts less than 50% of that increase offer, the requested amount will be applied to eligible coverage(s) and the Rider will terminate thereafter.

If the insured's Attained Age is greater than 52 on the Coverage End Date of this Rider, he/she may apply to increase coverage but the Rider will not be renewed.

The Rider cannot be added back onto the policy once it has terminated.

### Additional Benefit Option<sup>1</sup>

The insured may apply for an increase in Coverage(s) no later than 6 months prior to the Coverage End Date of this Rider if the Insured satisfies one of the following qualifying events:

- (1) The Insured's current employer has discontinued offering group long term disability insurance (or has reduced the benefit amount) and does not plan to offer similar insurance for at least 36 months.
- (2) The Insured changes employment and the Insured's new employer does not offer group long term disability insurance benefits within 36 months of the start date of the Insured's new employment. The Insured must have had group long term disability insurance benefits with the prior employer when employment ended.
- (3) The Insured has had at least a [30%] increase in Income.

To apply for an increase in Coverage(s) the insured must submit a completed application within 90 days of a qualifying event.

<sup>1</sup> The Additional Benefit Option is not available with BIR-15.

## CAT – Catastrophic Disability Benefit Rider

The Catastrophic Disability Benefit Rider (CAT) provides benefits to cover up to 100% of pre-disability earned income (at time of issue) when combined with a base policy. It is a total only disability benefit and terminates on the Policy Anniversary on or next following the Insured's 65th birthday. There is an additional cost for this rider.

### CAT SPECIFICATIONS

<b>Issue Ages</b>	18–64, 18 – 60 for California and Florida (Attained Age)
<b>Occupation Classes</b>	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P, 2A, and A <sup>1</sup>
<b>Waiting Periods<sup>2</sup></b>	60 days, 90 days, 180 days, or 365 days Waiting periods: <ul style="list-style-type: none"> <li>• Cannot be less than the waiting period of the base contract. If the policy is issued with the COLA rider, then the waiting period of the CAT must match the base waiting period</li> <li>• If the insured qualifies for a benefit based on a <b>complete &amp; irrecoverable</b> presumptive disability, then the waiting period is waived</li> </ul>
<b>Benefit Periods</b>	<ul style="list-style-type: none"> <li>• 2 years, 5 years, 10 years, To Age 65, To Age 67, and To Age 70</li> <li>• Benefit period can be less than, greater than or equal to the base policy benefit period.</li> </ul> <b>Exception:</b> If the policy is issued with the COLA rider (or added after issue), then the benefit period of the CAT must match the base benefit period
<b>Minimum Rider Amount</b>	\$300/mo.
<b>Maximum Rider Amount</b>	\$15,000/mo.
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard</li> <li>• BIR, FIO and ABI will not apply to the Catastrophic rider; the insured will not be allowed to use his/her FIO pool to purchase additional CAT</li> <li>• The Right to Apply for Additional Coverage provision applies to this Rider.</li> <li>• Rider will terminate in accordance with the Termination provision of the policy.</li> </ul>

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

<sup>2</sup> Elimination Periods in CA and FL.

## Definition of Catastrophic Disability or Catastrophically Disabled

The Insured's condition has met either (1) or (2) where:

**(1) The definition of “Presumptive Disability” as defined in Your Policy, which includes:**

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

**(2) The definition of “Total Disability” as defined in Your Policy, and (a) or (b) where:**

- (a) The inability to perform two (2) of six (6) Activities of Daily Living (ADLs), as defined below, without assistance.

**ADLs:**

- **Bathing** — washing oneself by sponge bath; or in either a tub or shower, including the task of getting in to or out of the tub or shower.
- **Continence** — the ability to maintain control of bowel or bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for 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 into the body from a receptacle (such as plate, cup or table) or by feeding tube or intravenously.
- **Toileting** — means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- **Transferring** — means moving into or out of a bed, chair, or wheelchair.

- (b) **Severe Cognitive Impairment** — The Insured is suffering severe deterioration and/or loss of cognitive capacity that is due to Injury or Sickness as measured by standardized tests commonly accepted for use in the medical community.<sup>1</sup>

<sup>1</sup> The CAT Rider in California covers Presumptive Disabilities only. It does not cover Total Disability with the inability to perform two Activities of Daily Living or with Severe Cognitive Impairment.

## Overinsurance

The CAT rider **will not be offered** to those clients who are currently over insured based on income. We will, however, issue the CAT rider to those clients who are over our maximum I & P limits, not to exceed \$15,000.

**Catastrophic Disability benefits shall not directly or indirectly provide any Coverage for long term care services.**

Please refer to [page 5-15](#) regarding RTA guidelines.

## COLA – Cost of Living Adjustment Rider – 3%

The purpose of the COLA rider is to help benefits keep pace with inflation in the event of a disability lasting longer than 12 months. Increases start to accrue after the insured is disabled for 12 months or the full waiting period, whichever is longer. Increases are compounded at three percent and there is no limit to the number of adjustments that may be made under the COLA rider. There is an additional cost for this rider.

### COLA SPECIFICATIONS

Issue Ages	18–60 (Attained Age)
Occupation Classes	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P, 2A, and A <sup>1</sup>
Availability	<ul style="list-style-type: none"> <li>• Available on standard and substandard policies</li> <li>• Will increase benefits under base, Extended Partial Rider, OWN OCC Rider, SIR and CAT</li> </ul>
Increase Amount	3% Compounded – No Cap
Benefit Periods	10 years, To Age 65, To Age 67, and To Age 70
Other	<ul style="list-style-type: none"> <li>• The Right To Apply For Additional Coverage provision under the Policy will apply to this Rider</li> <li>• Rider will terminate in accordance with the Termination provision of the policy.</li> </ul>

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

Upon recovery from a period of disability for which COLA adjustments were made, the insured has the right to purchase the additional monthly benefits created through COLA increases. This coverage can be purchased using current attained age rates (rates in use at the time of purchase of the additional coverage) for the insured's current occupation class applicable at time of purchase of additional coverage. The current occupation class may differ from the occupation class at time of original issue of COLA. Purchase can be made, if the insured:

- Is Actively At Work at an occupation consistent with his/her education, training or experience;
- Has not reached his/her 60th birthday at the time of application for the additional benefits; and
- Applies for additional benefits within 90 days after the Insured's Disability ends.

This increase in coverage may be purchased **without** evidence of medical or financial insurability.

## EPR – Extended Partial Disability Benefits Rider<sup>1</sup>

The EPR rider provides benefits during a period of eligible partial disability. There is an additional cost for this rider.

### EPR SPECIFICATIONS

<b>Issue Ages</b>	18–60 (Attained Age)
<b>Occupation Classes</b>	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P, 2A, and A <sup>2</sup>
<b>Waiting Periods<sup>3</sup></b>	<ul style="list-style-type: none"> <li>• 60, 90, 180, 365 and 730<sup>4</sup> days</li> <li>• Must be same as base policy</li> </ul>
<b>Benefit Periods</b>	<ul style="list-style-type: none"> <li>• 2 years, 5 years, 10 years, To Age 65, To Age 67 and To Age 70</li> <li>• Must be same as base policy</li> </ul>
<b>Benefit Amount</b>	<ul style="list-style-type: none"> <li>• Equals the base coverage + SIR</li> <li>• Includes Recovery Benefit</li> <li>• Increased through FIO, ABI, BIR and Right to Apply</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard policies — If the OWN OCC Rider is on the policy, refer to the Modification to the Partial Disability Benefit provision included in OWN OCC Rider</li> <li>• Required with Group Supplemental Disability Benefits Rider</li> <li>• The Right To Apply For Additional Coverage provision under the Policy will apply to this Rider</li> <li>• Rider will terminate in accordance with the Termination provision of the policy.</li> </ul>

<sup>1</sup> This is a mandatory rider in California.

<sup>2</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

<sup>3</sup> Elimination Periods in CA and FL.

<sup>4</sup> Not available in CA and NY.

### Definition of Partial Disability<sup>1</sup>

For the first 6 months of Partial Disability, whether during the Waiting Period or after, the Insured is Partially Disabled if due to Sickness or Injury he/she:

- is working at his/her Occupation or another occupation;
- is not Totally Disabled;
- is under a Doctor's Care; and
- fulfills the circumstances described in either (1), (2) or (3) below:
  - (1) can do some, but not all, of the main duties of his/her Occupation. The main duty(ies) that the Insured is unable to perform must account for at least 15% of the time he/she spent in his/her Occupation just prior to the start of the Disability.
  - (2) can perform all the main duties of his/her Occupation, but for no more than 85% of the time they were collectively performed consistently just prior to the start of the Disability.

- (3) • has a reduced capacity to perform his/her Occupation;
- has a Loss of Income of at least 15% of Pre-Disability Income; and
- can show a Demonstrated Relationship between the Loss of Income and the current Disability.

After the first 6 months of Partial Disability, whether during the Waiting Period or after, the Insured is Partially Disabled if due to Sickness or Injury he/she:

- is working at his/her Occupation or another occupation;
- is not Totally Disabled;
- is under a Doctor's Care;
- has a reduced capacity to perform his/her Occupation;
- has a Loss of Income of at least 15% of Pre-disability Income; and
- can show a Demonstrated Relationship between the Loss of Income and the current Disability.

<sup>1</sup> California – PARTIAL DISABILITY – The Insured is Partially Disabled if he/she is not Totally Disabled and while actually working in his/her Usual Occupation or another occupation, as a result of Sickness or Injury he/she is unable to earn more than 85% of his/her Pre-Disability Income.

Additionally, for the first 6 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 or another 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 the 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.

## Payment of Partial Disability Benefits<sup>1</sup>

In order for Partial Disability benefits to be paid, the Insured must have been Disabled throughout the full Waiting Period for this Rider shown in the Policy Specifications. No benefits are accrued during the Waiting Period. Once the Waiting Period has been satisfied and while the Insured is Partially Disabled, We will pay benefits as follows:

During the first 6 months of Partial Disability, we will pay the Total Disability benefits shown in the Policy Specifications for any portion of that 6 month period that is not used to satisfy the Waiting Period and during which, due to Sickness or Injury, the Insured is working less than 20% of the time worked just prior to the start of the Disability.

Otherwise We will pay benefits as Follows:

### For the first 12 months of Partial Disability Benefits:

Any monthly payment for Partial Disability will be at least 50% of the Extended Partial Disability Monthly Benefit shown in the Policy Specifications.

Based on the Insured's Loss of Income, the monthly payment can exceed the 50% minimum as determined below:

- If the Insured's Loss of Income is more than 50% of the Extended Partial Disability Monthly Benefit shown in the Policy Specifications, the monthly payment will be the Insured's actual Loss of Income, up to the Extended Partial Disability Monthly Benefit shown in the Policy Specifications; or
- If the Insured's Loss of Income is greater than 75% of Pre-Disability Income, the monthly payment will be the Total Disability Monthly Benefit shown in the Policy Specifications.

If eligible under more than one of the above conditions, the greatest of the eligible monthly payments will be made.

### Starting with the 13th month of Partial Disability Benefits:

Any monthly payment for Partial Disability will be based on the Insured's Loss of Income relative to the Pre-Disability Income. The monthly payment will be determined as follows:

- If the Insured's Loss of Income is equal to or greater than 15% of Pre-Disability Income, but less than or equal to 75% of Pre-Disability Income, the monthly payment will be determined by the following:

$$\text{Extended Partial Disability Monthly Benefit} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$

- If the Insured's Loss of Income is greater than 75% of Pre-Disability Income, the monthly payment will be the Total Disability Monthly Benefit shown in the Policy Specifications.

If eligible under more than one of the above conditions, the greatest of the eligible monthly payments will be made.

Partial Disability Benefits and Total Disability Benefits are not payable concurrently.

### Recovery Benefit

After a period of Total Disability or Partial Disability payments, a Recovery Benefit will be paid provided the Insured's Loss of Income is at least 15% of Pre-Disability Income and there is a Demonstrated Relationship between the Insured's Loss of Income and the previous Disability. The Recovery Benefit will be paid following the Insured's full recovery and return to his/her Occupation as it was being performed just prior to the start of Disability. The monthly payment will be determined as follows:

$$\text{Extended Partial Disability Monthly Benefit} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$



We will periodically reevaluate the Demonstrated Relationship between the Insured's Loss of Income and the previous Disability. We will continue to make monthly payments as long as the Insured's Loss of Income is at least 15% of Pre-Disability Income and there is a Demonstrated Relationship between the Insured's Loss of Income and the previous Disability. Monthly payments will not exceed the Maximum Benefit Period for Partial Disability.

### Adjustment to Pre-Disability Income<sup>1</sup>

After each 12 months of Disability, Pre-Disability Income will be increased to reflect the increase in the Consumer Price Index (CPI). The increase will never be less than 3%.

<sup>1</sup> **California** – in order for Partial Disability benefits to be paid, the Insured must have been Disabled throughout the full Elimination Period for this Rider shown in the Policy Specifications. No benefits are accrued during the Elimination Period. Once the Elimination Period has been satisfied and while the Insured is Partially Disabled, We will pay benefits as follows:

During the first 6 months of Partial Disability, We will pay the Total Disability benefits shown in the Policy Specifications for any portion of that 6 month period that is not used to satisfy the Elimination Period and during which, due to Sickness or Injury, the Insured is working less than 20% of the time worked just prior to the start of the Disability.

Otherwise We will pay benefits as follows:

For the first 12 months of Partial Disability Benefits:

Any monthly payment for Partial Disability will be at least 50% of the Extended Partial Disability Monthly Benefit shown in the Policy Specifications. Based on the Insured's Loss of Income, the monthly payment can exceed the 50% minimum as determined below:

If the Insured's Loss of Income is more than 50% of the Extended Partial Disability Monthly Benefit shown in the Policy Specifications, the monthly payment will be the Insured's actual Loss of Income, up to the Extended Partial Disability Monthly Benefit shown in the Policy Specifications; or

If the Insured's Loss of Income is greater than 75% of Pre-Disability Income, the monthly payment will be the Total Disability Monthly Benefit shown in the Policy Specifications.

If eligible under more than one of the above conditions, the greatest of the eligible monthly payments will be made.

Starting with the 13th month of Partial Disability Benefits:

Any monthly payment for Partial Disability will be based on the Insured's Loss of Income relative to the Pre-Disability Income. The monthly payment will be determined as follows:

- If the Insured's Loss of Income is equal to or greater than 15% of Pre-Disability Income, but less than or equal to 75% of Pre-Disability Income, the monthly payment will be determined by the following:

$$\begin{array}{ccc} \text{Extended} & & \text{Loss of Income} \\ \text{Partial Disability} & \times & \frac{\text{Pre-Disability Income}}{\text{Pre-Disability Income}} \\ \text{Monthly Benefit} & & \end{array}$$

- If the Insured's Loss of Income is greater than 75% of Pre-Disability Income, the monthly payment will be the Total Disability Monthly Benefit shown in the Policy Specifications.

If eligible under more than one of the above conditions, the greatest of the eligible monthly payments will be made.

Partial Disability Benefits and Total Disability Benefits are not payable concurrently.

### Recovery Benefit

After a period of Total Disability or Partial Disability payments, a Recovery Benefit will be paid provided the Insured's Loss of Income is at least 15% of Pre-Disability Income. The Insured's Loss of Income must be directly related to the current Disability. The Recovery Benefit will be paid following the Insured's full recovery and return to his/her Usual Occupation as it was being performed just prior to the start of Disability. The monthly payment will be determined as follows:

$$\begin{array}{c} \text{Extended} \\ \text{Partial Disability} \\ \text{Monthly Benefit} \end{array} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$

We will periodically evaluate the relationship between the Insured's Loss of Income and the previous Disability. We will continue to make monthly payments as long as the Insured's Loss of Income is at least 15% of Pre-Disability Income. The Insured's Loss of Income must be directly related to the current Disability. Monthly payments will not exceed the Maximum Benefit Period for Partial Disability.

### Adjustment to Pre-Disability Income

The amount of Pre-Disability Income will be increased after each 12 months of Disability. We will increase it by the same percentage that the Consumer Price Index (CPI) rose during the preceding 12 months of Disability. The CPI will be the one used for adjusting Social Security benefits. If the CPI is replaced by another index, We will use the one used for adjusting Social Security benefits. The percentage will never be less than [3%]. Once adjusted, the Pre-Disability Income will not be decreased during that period of Disability. We will ignore decreases in the CPI.

## FIO – Future Insurability Option Rider

This rider allows the policy owner to increase the amount of monthly disability coverage as the insured's income increases before disability.

At issue, the FIO creates a pool of benefits which will be available during annual option periods to increase coverage. Increases to coverage using the FIO Rider require financial underwriting only. The insured cannot be disabled and must be Actively at Work. There is an additional cost for this rider.

The FIO "pool" amount can be increased, subject to maximum benefit amounts with financial and medical underwriting, at any time while the Rider is In Force prior to the Policy Anniversary on or next following the Insured's 55th birthday. Current underwriting guidelines will apply.

If the insured is disabled during the option period, he/she may apply for the increased benefits upon recovery if any option periods remain.

An option period occurs each year through age 60. During an option period, the insured may apply to purchase additional benefits from the FIO pool. We will require financial documentation to provide evidence of insurability as well as information about other disability income benefits inforce or applied for. The insured must not be disabled.

If the insured's risk class at the time of application for additional benefits is more favorable, we will use the more favorable class when issuing the benefits. If the risk class at the time of application for additional benefits is less favorable, the original class will be retained.

An insured may request a change in option dates by written request at the time the insured has a significant life change. Significant life changes include marriage, birth or adoption of a child or children, purchase of a home, change in employment that results in a loss of GLTD, or similar life event subject to Home Office approval. The change will be effective on the next monthly anniversary following the date we approve the request.

### FIO SPECIFICATIONS

<b>Issue Ages</b>	18–55 (Attained Age)
<b>Occupation Classes</b>	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P, 2A, and A <sup>1</sup>
<b>Maximum Pool Size<sup>2</sup></b>	<ul style="list-style-type: none"> <li>Issue Age 18–50 = 3 x (base + SIR) up to the maximum issue limit not to exceed \$20,000</li> <li>Issue Age 51–55 = 50% x (base + SIR) up to the maximum issue limit not to exceed \$20,000</li> </ul>
<b>Minimum FIO Pool</b>	Minimum Initial Issue Amount \$500
<b>Maximum Exercisable Amount<sup>3</sup></b>	<ul style="list-style-type: none"> <li>Age 18–45 = 3X base benefit</li> <li>Age 46–50 = 1X base benefit</li> <li>Age 51–60 = 0.5 x base benefit</li> </ul>
<b>Minimum Exercisable Amount</b>	\$100
<b>Availability</b>	<ul style="list-style-type: none"> <li>90 days before each option date up to insured's 60th birthday</li> <li>Option date may be different than policy anniversary</li> <li>Available on standard and substandard policies</li> <li>Issue and Participation limits are guaranteed (at time of option the insured will receive the more favorable of the original I + P limits or the current I + P limits)</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>Premium increases are calculated on an attained age basis</li> <li>FIO applies to the base policy, EPR, COLA Rider, OWN OCC Rider, Short Term Riders and SIR</li> <li>Rider will terminate in accordance with the Termination provision of the policy.</li> <li>Due to the Maximum Issue Limits applicable to the BIR and FIO riders for Radius Choice policies, the following restriction applies: An Insured is eligible for coverage under either the BIR or the FIO on one (1) Radius Choice policy. An Insured with multiple Radius Choice policies will not be eligible for any additional BIR or FIO riders.</li> <li>CAT, RG Rider and SLR cannot be purchased through an FIO Option</li> <li>The Right To Apply For Additional Coverage provision under the Policy will not apply to this Rider</li> </ul>

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

<sup>2</sup> New limits are only available with Radius Choice FIO. The combination of base + SIR + FIO pool will never exceed a maximum issue limit of \$20,000. Issue limits vary by state and occupation class. Please refer to [page 3-12](#) for specific limits.

<sup>3</sup> Underwriting guidelines subject to change and apply to the Radius Choice FIO only. Please refer to [page 1-22](#) for other FIO underwriting guidelines. Exercised amount will be at Attained Ages.

## GSR – Group Supplement Rider

This rider provides additional return-to-work benefits supplementing the benefits an insured receives from his/her group LTD plan during a period of eligible Partial Disability. The GSR benefit is advantageous for the insured – it provides greater income protection in a return-to-work scenario. It is also advantageous for the employer by providing an incentive for his/her employees to return to work sooner from a disability. There is an additional cost for this rider.

### GSR SPECIFICATIONS

<b>Issue Ages</b>	<ul style="list-style-type: none"> <li>• 18–60 includes built-in COLA (Attained Age)</li> <li>• 18–55 includes built-in FIO (Attained Age)</li> <li>• 56–60 does not include FIO (Attained Age)</li> </ul>
<b>Occupation Classes</b>	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P, 2A, and A <sup>1</sup>
<b>Waiting Periods<sup>2</sup></b>	<ul style="list-style-type: none"> <li>• 60, 90, 180, 365, 730<sup>3</sup> days</li> <li>• Can differ from base policy but cannot be less than the base policy</li> </ul>
<b>Benefit Periods</b>	10 Years, To Age 65, To Age 67 (LTD Plan must have To Age 65)
<b>Other Riders</b>	Extended Partial Disability Benefits Rider required on base policy
<b>Additional Features/Information</b>	<ul style="list-style-type: none"> <li>• FIO and COLA Riders built into GSR (see Issue Ages above) and available on standard policies only               <ul style="list-style-type: none"> <li>– GSR B not allowed on policies with the OWN OCC Rider</li> <li>– Minimum \$200 of GSR monthly benefit amount</li> <li>– Half Wrap – Max. monthly benefit amount = 50% Net LTD Benefit</li> <li>– Full Wrap – Max. monthly benefit amount = 100% Net LTD Benefit</li> </ul> </li> <li><b>Group LTD Booklet must accompany application when considering Full Wrap</b> <ul style="list-style-type: none"> <li>– GSR A &amp; B Waiting Period<sup>2</sup> = base WP on LTD for full wrap only</li> <li>– GSR A &amp; B Waiting Period<sup>2</sup> = 365 or 730 days for half wrap only</li> </ul> </li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• The Right To Apply For Additional Coverage provision under the Policy will apply to this Rider</li> <li>• Rider will terminate in accordance with the Termination provision of the policy.</li> </ul>

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

<sup>2</sup> Elimination Periods in CA and FL.

<sup>3</sup> Not available in CA and NY.

## Coverage A (Partial)

The insured will be considered Partially Disabled under Coverage A if he/she:

- is suffering a current disability;
- is not Totally Disabled;
- is working at and receiving Income from his/her Occupation;
- has a Loss of Income of at least 15% of Pre-Disability Income;
- can show the Loss of Income is directly related to the current Disability; and
- is under a Doctor's Care.

If the insured is Partially Disabled, We will pay the monthly payment for this Coverage if during the Waiting Period:

- the Insured has been Partially Disabled; or
- the Insured has been Totally Disabled for at least 30 days.

During the first 12 months of Disability, any monthly payment will equal 50% of the Monthly Benefit for this Coverage shown in the Policy Specifications.

However, if We receive proof of Loss of Income of more than 50% of Pre-Disability Income, the Insured may qualify for a larger benefit. The monthly payment will be determined as follows:

If the Insured's Loss of Income is greater than 50% but less than or equal to 75% of Pre-Disability Income, any monthly payment will be determined as follows:

$$\text{Coverage A Monthly Benefit} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$

If the Insured's Loss of Income exceeds 75% of Pre-Disability Income, We will pay the Monthly Benefit for this Coverage shown in the Policy Specifications.

Beginning with the 13th month following the start of Disability, any monthly payment will be determined as follows:

- If the Insured's Loss of Income is 15% or greater, but less than or equal to 75% of Pre-Disability Income, any monthly payment will be determined as follows:

$$\text{Coverage A Monthly Benefit} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$

- If the Insured's Loss of Income exceeds 75% of Pre-Disability Income, We will pay the Monthly Benefit for this Coverage shown in the Policy Specifications.

## Coverage B<sup>1</sup>

The insured will be considered Partially Disabled under Coverage B if he/she:

- is suffering a current disability;
- is not Totally Disabled;
- is working at and receiving Income from a new occupation for which he/she is reasonably suited by education, training and experience;
- has a Loss of Income of at least 15% of Pre-Disability Income;
- can show the Loss of Income is directly related to the current Disability; and
- Is under a Doctor's Care.

<sup>1</sup> **California** – The Insured will be considered Partially Disabled under Coverage B if he/she is not Totally Disabled and 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.

Any monthly payment will be determined as follows:

- If the Insured's Loss of Income is 15% or greater, but less than or equal to 75% of Pre-Disability Income, any monthly payment will be determined as follows:

$$\text{Coverage B Monthly Benefit} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$

- If the Insured's Loss of Income exceeds 75% of Pre-Disability Income, we will pay the Monthly Benefit for this Coverage shown in the Policy Specifications.

## Features Included in GSR

**Future Insurability Option (FIO)** – This benefit is conditionally available based on underwriting and may be issued as part of the Group Supplement Disability Benefits Rider as long as the issue age is less than 56. FIO allows the insured to apply during an option period for additional benefits. The insured must not be disabled.

**Cost of Living Adjustment (COLA)** – This benefit is conditionally available based on underwriting and may be issued as part of the Group Supplement Disability Benefits Rider up to and including issue age 60. Issue ages greater than 60 will not include COLA. While the insured is disabled, we will make increases to the monthly benefit. No benefits accrue during the first 12 months that the insured is disabled or the full waiting period, whichever is greater. The increase to the GSR will be computed by multiplying the GSR monthly benefit by 3%. After every 12 months of monthly benefit payments, we will increase the monthly benefit payment again computed at 3% compounded.

## OWN OCC – Own Occupation Rider

The Own Occupation rider provides a Monthly Benefit when the Insured is totally disabled and is working in another occupation. There is an additional cost for this rider.

### OWN OCC SPECIFICATIONS

<b>Issue Ages</b>	<ul style="list-style-type: none"> <li>• 18–60 (Attained Age)</li> </ul>
<b>Occupation Classes</b>	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, and 3P <sup>1</sup>
<b>Waiting Periods<sup>2</sup></b>	<ul style="list-style-type: none"> <li>• 60, 90, 180, 365 or 730<sup>3</sup> days</li> <li>• Must be same as the base policy</li> </ul>
<b>Benefit Period</b>	<ul style="list-style-type: none"> <li>• 2 years, 5 years, 10 years and To Age 65, To Age 67, To Age 70</li> <li>• Must be the same as base policy</li> <li>• If OWN OCC Rider and COLA exists on the same policy, the policy's BP must be 10 years, To Age 65, To Age 67 or To Age 70</li> </ul>
<b>Benefit Amount</b>	<ul style="list-style-type: none"> <li>• Equals the base coverage + SIR</li> <li>• Increased through FIO, BIR and ABI</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard policies</li> <li>• Not available with GSR B and STR</li> <li>• The Right To Apply For Additional Coverage provision under the Policy will apply to this Rider</li> <li>• Rider will terminate in accordance with the Termination provision of the policy.</li> </ul>

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

<sup>2</sup> Elimination Periods in CA and FL.

<sup>3</sup> Not available in CA and NY.

### Definition of Total Disability or Totally Disabled<sup>1</sup>

The occurrence of a condition caused by a Sickness or Injury in which the Insured:

- cannot perform the main duties of his/her Occupation;
- is working in another occupation;
- must be under a Doctor's Care; and
- the Disability must begin while this Rider is In Force.

<sup>1</sup> California – As a result of Sickness or Injury, the Insured is unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue his/her Usual Occupation in the usual and customary way.

Solely for the Monthly Benefits available under this Rider, the definition of "Occupation"<sup>1</sup> is revised as follows:

**OCCUPATION** – The Insured's regular profession(s) or business(es) at the start of Disability for which the Insured receives or can receive remuneration.

<sup>1</sup> In California, "Usual Occupation" is defined as the employment, business, trade, or profession that involves the Substantial and Material Acts of the occupation that the Insured was regularly performing when the Disability began. Usual Occupation is not necessarily limited to the specific job the Insured performed.

If the Insured's Occupation is that of a medical or dental specialty and the main duties of that specialty are verified by the Billing Codes for the 12 months before Disability began, We will deem that specialty to be the Insured's Occupation.

**Billing Codes.** Billing Codes mean codes generally accepted by the healthcare and insurance industries, such as Current Procedural Terminology (CPT) or American Dental Association (ADA), that are used to identify and describe medical, surgical, diagnostic, or dental services directly performed by the Insured.

### **Own Occupation Benefit**

After the satisfaction of the Waiting Period for this Rider shown in the Policy Specifications, We will pay the Own Occupation Monthly Benefit as shown in the Policy Specifications if the Insured has a Total Disability as defined in this Rider.

## **Modification to the Partial Disability Benefits provision if the Extended Partial Disability Benefits Rider is In Force**

The following is added to the Partial Disability Benefits provision of the Extended Partial Disability Benefits Rider, if In Force:

Monthly Benefit payments under this Own Occupation Rider will be in lieu of any Monthly Benefit under the Extended Partial Disability Benefits Rider equal to the Monthly Benefit for this Own Occupation Rider shown in the Policy Specifications. We will evaluate eligibility for Monthly Benefits under the Extended Partial Disability Benefits Rider for the amount, if any, that exceeds the Monthly Benefit of this Own Occupation Rider.

## **Cost of Living Adjustment Rider**

The Monthly Benefit under this Rider will be included when determining the increase to the Monthly Benefit from the Cost Of Living Adjustment Rider if:

- the Cost of Living Adjustment Rider is In Force on Your Policy;
- the Insured meets all of the requirements of the Cost Of Living Adjustment Rider; and
- the Insured fulfills the eligibility requirements to receive Monthly Benefits from the Own Occupation Rider.

Following a period of Disability during which monthly increases were paid, You will have the opportunity to purchase additional Monthly Benefits for this Own Occupation Rider in accordance with the Cost Of Living Adjustment Rider, if In Force. The maximum additional Monthly Benefit available for this Rider will be computed by multiplying the:

- accrued percentage on which the last Cost Of Living Adjustment Monthly Benefit increase was based; and
- Own Occupation Monthly Benefit shown in the Policy Specifications.



## RGR – RetireGuard® Rider

RetireGuard® can help replace an amount equal to the Insured's retirement plan contributions (including both the employee's and employer's contributions) that would have been made to a client's eligible retirement plans if he/she had not become totally disabled. It is not a retirement plan, nor a substitute for one. There is an additional cost for this rider.

### RGR SPECIFICATIONS

<b>Issue Ages</b>	18–60 Individual (Attained Age)
<b>Occupation Classes</b>	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P, 2A, and A <sup>1</sup>
<b>Waiting Periods<sup>2</sup></b>	180 days and 365 days
<b>Benefit Periods</b>	10 year, To Age 65, To Age 67 (base portion of coverage may have any Benefit Period)
<b>Maximum Issue Limits</b>	Match IRS maximum defined contribution limits; see FieldNet for current limits
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard policies</li> <li>• We will cover <b>100%</b> of employee and employer contributions to the maximum on a non-taxable basis</li> <li>• We will cover <b>133%</b> of employee and employer contributions to the maximum on a taxable basis</li> <li>• <b>Minimum Rider Amount:</b> \$100 (Must meet \$500 of Radius Choice minimum base benefit requirement. This can be all base, base plus SIR or base plus GSR).</li> <li>• The Right To Apply For Additional Coverage provision under the Policy will apply to this Rider</li> <li>• Rider will terminate in accordance with the Termination provision of the policy.</li> </ul>

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

<sup>2</sup> Elimination Periods in CA and FL

When insured with RetireGuard, during a period of total disability, MassMutual will pay benefits into an irrevocable trust. The trust offers different investment options at the time of claim so that a client can select the option that best meets his/her retirement goals. The proceeds of the trust are paid to the insured at retirement age as set forth in the trust. Trust services are provided by The MassMutual Trust Company, FSB.

### Total Disability<sup>1</sup>

The definition of total disability will match that of the base contract.

<sup>1</sup> **California** has a state specific definition of TOTAL DISABILITY OR TOTALLY DISABLED – During the Elimination Period and for the first 24 months of Disability payments, Total Disability means that as a result of Sickness or Injury, the Insured is not able to perform with reasonable continuity the Substantial and Material Acts necessary to perform his/her Usual Occupation in the usual and customary way; thereafter, Total Disability means that as a result of Sickness or Injury, the Insured is not able to engage with reasonable continuity in any occupation in which he/she could reasonably be expected to perform satisfactorily in light of his/her age, education, training, experience, station in life, and physical and mental capacity.

## Optional Electives

- A) RetireGuard® COLA – 3%:** COLA may be elected on this rider. RetireGuard® – COLA 3% will be separately defined on the Policy Specification page.
- **Issue Ages** – 18–60 for all occupation classes
- B) RetireGuard® FIO – FIO** may be elected on this rider (RetireGuard®-FIO). The pool amount would equal 2x the RetireGuard® Rider amount not to exceed \$7,500 in combination with base RetireGuard® coverage, but will not be less than \$500. Minimum exercisable option is \$100. The FIO pool amount is separate and distinct from the Radius Choice base policy and can only be used to increase the RetireGuard® Rider amount when financially qualifying.
- **Issue Ages** – 18–55 for all occupation classes
  - **Option Period** – Starting 90 days prior to each Option Date
  - **Termination** – On the policy anniversary date next following the insured's 60th birthday (FIO will no longer be included in the premium from age 60 on)
  - **Premium Impact** – Would impact rider base and rider COLA
  - **Increased Coverage** – Applies to rider base and rider COLA

## General Information

This rider is available at issue or after issue. If issued after the policy was issued, we will provide new Policy Specifications. We will allow RG-COLA and RG-FIO to be added after issue with full underwriting at attained age and current series rates.

In most cases, annual investment earnings on the disability benefits paid to the trust will be taxable to the insured. Also, if benefit payments are taxable (because the premium is employer-paid), then the insured will be required to pay taxes on monthly benefits paid into the trust. Upon written request of the insured, MassMutual will withhold federal taxes on the benefit payments. Trust assets may be tax-deferred depending on the investment option(s) selected.

Benefit payments **are not paid** to an employer-established retirement plan. At time of claim when benefits become payable, the insured decides how these disability benefits will be invested. A broad list of investment options includes securities listed on the New York Stock Exchange, NASDAQ and; the *Wall Street Journal* listed mutual funds, as well as any deferred annuity that holds a minimum A rating with AM Best and two additional secure ratings.

## Eligible Plans include

- Defined Contribution Pension Plans
  - 401(k) Plans
  - Profit-Sharing Plans
  - Keogh Plans
  - Stock Bonus Plans

- Employee Stock-Ownership Plans (ESOPs)
- Individual Retirement Accounts (IRAs)
- Simplified Employee Pensions (SEPs)
- Tax-Sheltered Annuity Arrangements/403(b) Plans and
- Certain Non-Qualified Deferred Compensation Arrangements

## Insuring Income Via RetireGuard® Rider

- For RetireGuard® Rider the total of employee PLUS employer contributions can be insured
- Income will not be reduced in order to qualify for the RetireGuard® Rider, up to the IRS maximum defined contribution limit for 401(k) and 403(b) plans.

### Example

#### 42-year old, 5A occupation class in RI

- Attorney is a business owner who earns \$400,000 per year including a \$40,000 retirement contribution made by the business
- Client's inforce coverage totals \$15,000/mo (dis. Group of \$7,500 and \$7,500 IDI). At \$400,000, the client would qualify for \$20,000 (using 60% replacement ratio) based on income, therefore, with \$15,000 of inforce coverage, client is not overinsured. Total annual retirement contributions are \$40,000. This would allow the client to be issued a RetireGuard Rider of \$3,333.

## Overinsurance

The RetireGuard® Rider **will not be offered** to those clients who are currently overinsured based on income. We will, however, issue the RetireGuard® Rider to those clients who are over our maximum I & P limits, not to exceed \$3,000.

### Example 1

3P (Dentist) earns **\$150,000** and has **\$8,000** of MassMutual inforce individual disability insurance coverage. The coverage is not in participation with group or any other individual carrier and is non-taxable. Since the client is overinsured based on our table limits (\$6,900) he/she will not qualify for RetireGuard®.

### Example 2

3P (Dentist) earns **\$500,000** and has **\$15,500** of MassMutual inforce individual disability insurance coverage. The coverage is not in participation with group or any other individual carrier and is non-taxable. Since the client is not overinsured based on our table limits he/she will qualify for RetireGuard®. The maximum we can offer (including FIO) is \$2,500. This is the maximum I & P limit + \$3,000 less inforce coverage or  $(\$15,000 + \$3,000) - \$15,500$ .

## Ability to Add RetireGuard Rider to In-force Business

- This rider is available at issue or after issue on Radius Choice.
- In all instances, premiums will be based upon attained age and current rates.

## SIR – Social Insurance Rider

The Social Insurance Rider provides monthly income benefits during disability without duplicating disability benefits provided by Other Benefit Programs described below.

The SIR is available at issue and/or after issue, subject to medical and financial underwriting for attachment to the Radius Choice policy. There is an additional cost for this rider.

### SIR SPECIFICATIONS

<b>Issue Ages</b>	18–60 (Attained Age)
<b>Occupation Classes</b>	<ul style="list-style-type: none"> <li>• 5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P<sup>1</sup></li> <li>• 2A and A (required if there is no GLTD)</li> </ul>
<b>Availability</b>	<ul style="list-style-type: none"> <li>• Required for 2A and A occupation classes in State Cash Sickness States HI, NJ, and RI</li> <li>• Required for 5A, 5P, 4A, 4P and 3A, 3P occupation classes with a waiting period less than 90 days in State Cash Sickness states HI, NJ, and RI</li> <li>• Optional for 5A, 5P, 4A, 4P and 3A, 3P occupation classes with a waiting period of 90 days or greater in State Cash Sickness states HI, NJ and RI</li> <li>• Not available when participating with LTD plans with Social Insurance offset</li> <li>• Available on standard and substandard policies</li> <li>• SIR is used in calculation of EPR</li> <li>• SIR benefits increased by COLA</li> <li>• Used to calculate ABI and FIO amount</li> </ul>
<b>Benefit Amount</b>	<ul style="list-style-type: none"> <li>• Minimum Benefit \$200</li> <li>• Maximum Benefit \$1,350</li> </ul>
<b>Waiting Periods<sup>2</sup></b>	<ul style="list-style-type: none"> <li>• 60, 90, 180, 365, 730<sup>3</sup> days</li> <li>• Must be same as base policy</li> </ul>
<b>Benefit Periods</b>	2 years, 5 years, 10 years, To Age 65, and To Age 67 (same as base policy)
<b>Other</b>	<ul style="list-style-type: none"> <li>• The Right To Apply For Additional Coverage provision under the Policy will apply to this Rider</li> <li>• Rider will terminate in accordance with the Termination provision of the policy.</li> <li>• Social Insurance Substitute Rider in New York</li> </ul>

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

<sup>2</sup> Elimination Period in CA and FL.

<sup>3</sup> Not available in CA and NY.

## Other Benefit Programs

Except in New York, Rider benefits are reduced by the actual amount of benefits payable (even if not received) from the following programs (dollar-for-dollar offset):

**Social Security Disability Benefits For The Insured** — This is the Social Security program that provides income payments for the insured's disability, excluding any Family Disability Benefit.

**Social Security Family Disability Benefits** — This is the Social Security program that provides disability income payments to any person because of that person's relationship to the disabled insured.

**Workers' (or Workmen's) Compensation Disability Benefits** — This is any workers' or workmen's compensation law or plan, either federal or state that provides payments for the Insured's disability.

**Compulsory Disability Benefits (Cash Sickness)** — This is any state law requiring a plan of accident or sickness disability benefits, other than Workers' Compensation, for a disabled insured.

**Compulsory Disability Benefits (Government Retirement System)** — This is any retirement program sponsored by any governmental unit of any kind that pays disability benefits to an Insured due to his/her disability. If such disability payments cause a reduction in the amount payable at normal retirement, there is no SIR offset.

**No Social Insurance Monthly Benefit will be paid for any month that the Insured is receiving Social Security retirement income benefits.**

Before any SIR payments can be made, we must receive satisfactory evidence as to any amounts payable under the above programs. Such evidence includes proof that an application for payments has been made, written authorization for us to receive information as to the status of the application, and proof that the application has been approved or disapproved. If disapproved, we require proof that the appeals process has been followed and approval or disapproval received.

At any time, we may require proof that the insured continues to be disabled and is (or is not) receiving payments from Social Security retirement or any of the above programs.

Once benefits begin under one of the above programs, no benefit being paid under this rider will be adjusted due to a cost-of-living increase in that program.

SIR is not available to members of the clergy or if the insured has LTD insurance in place that includes a Social Security offset.

**New York** will not be a dollar-for-dollar offset. For any month that no benefits for disability of the Insured are payable from all Other Benefit Programs, the benefit We pay will be the Social Insurance Monthly Benefit as shown in the Policy Specifications. For any uncompleted month of Disability for which a benefit is payable under this Rider, We will pay 1/30th of that Social Insurance Monthly Benefit for each day that the Insured is Disabled. For any month in which benefits are payable to the insured from any other benefit programs, no monthly benefit will be paid under this rider.

## STR – Short Term Disability Benefits Rider

The purpose of this rider is to provide disability benefits for a short period of time during the waiting period of employer-pay salary continuation plans, or LTD plans with 180-day or longer waiting periods. There is an additional cost for this rider.

### STR SPECIFICATIONS

<b>Issue Ages</b>	18–64; 18–60 for California and Florida (Attained Age)
<b>Occupation Classes</b>	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, 3P, 2A, and A <sup>1</sup>
<b>Waiting Periods<sup>2</sup></b>	• 60, 90, and 180 days
<b>Benefit Periods</b>	<ul style="list-style-type: none"> <li>• STR1 – 3 and 4 months</li> <li>• STR2 – 6 months</li> <li>• May not overlap with base policy or each other</li> </ul>
<b>Minimum Benefit Amount</b>	\$100 monthly
<b>Other</b>	<ul style="list-style-type: none"> <li>• Up to 2 short-term riders may be issued</li> <li>• Available on standard and substandard policies</li> <li>• Not allowed on policies with the OWN OCC Rider</li> <li>• The Right To Apply For Additional Coverage provision under the Policy will apply to this Rider</li> <li>• Rider will terminate in accordance with the Termination provision of the policy.</li> </ul>

<sup>1</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

<sup>2</sup> Elimination Periods in CA and FL.

### Short Term Rider Option One

- Available waiting periods – 60 and 90 days
- Benefits payable to 180th day of eligible disability

### Short Term Rider Option Two

- Available waiting period – 180 days
- Benefits payable to 365th day of eligible disability

## SLR – Student Loan Rider

The Student Loan Rider (SLR) pays a monthly benefit during periods of eligible Total Disability for the purpose of reimbursing the insured's student loan debt. Documentation will be required at time of claim to verify the benefit amount we will pay under the Rider. There is an additional cost for this rider.

### SLR SPECIFICATIONS

<b>Issue Ages</b>	Ages 18–40 <sup>1</sup> : 15 Year Coverage Term from the coverage date Ages 18–45 <sup>1</sup> : 10 Year Coverage Term from the coverage date Ages 41–45 <sup>1</sup> : 10 Year Coverage Term from the coverage date
<b>Occupation Classes</b>	5A/3, 5A, 5P/1, 5P, 4A/2, 4A/1, 4A, 4P, 3A, 3P/2, and 3P <sup>2</sup>
<b>Waiting Periods<sup>3</sup></b>	90 and 180 days
<b>Coverage Term</b>	Rider is inforce from 10 or 15 years from Coverage Date. Policy owner may apply for a new SLR once the original Rider reaches its Coverage Term, so long as he/she is not yet 45 years old.
<b>Maximum Benefit Amount</b>	\$100 to \$2,500 amounts available
<b>Other</b>	<ul style="list-style-type: none"> <li>• The Policy Owner and Insured must be the same</li> <li>• Available on standard and substandard policies</li> <li>• Only the 10 Year Coverage Term is available on substandard policies</li> <li>• Waiting Period does not need to match the base</li> <li>• Issue amount does not count toward I and P limits</li> <li>• The Right To Apply For Additional Coverage provision under the Policy will not apply to this Rider</li> <li>• Rider will terminate in accordance with the Termination provision of the policy.</li> <li>• Not available in New York.</li> </ul>

<sup>1</sup> Attained Age.

<sup>2</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class modifiers.

<sup>3</sup> Elimination Periods in CA and FL.

### Reimbursement

The benefit amount provided to the insured under the SLR will be the lesser of the Maximum Benefit Amount under the Rider and the reimbursement amount requested and verified at time of claim. For example, if the maximum monthly benefit amount under the SLR is \$2,000, and the insured submits an invoice for student loan debt totaling \$1,500 that is due during his/her period of eligible Total Disability, the insured is eligible to receive a benefit of \$1,500 under the SLR.

## Endorsement – Actively At Work Endorsement

Professionals who meet the criteria for the endorsement will be considered Actively at Work if they are working at least 20 hours per week. We will require the employment agreement which must include the number of agreed upon hours between the employer and the employee. The underwriter will request the employment agreement if it is not submitted with the application and will determine the applicant's eligibility for the Actively at Work Endorsement following review of the application and the employment agreement. If approved, the endorsement will be attached to the policy at time of issue. It cannot be added to inforce policies. There is no additional cost for this endorsement.

### Specifications

- Issue ages 18–60 (Attained Age)
- Available on standard and substandard policies.
- Insured must earn a minimum \$75,000 per year in salary
- Available to specifically identified 4A and 5A occupations and healthcare professionals in any occupation class that are working in a shift environment
- The Employment Agreement or other similar documentation must include the number of agreed upon hours worked at time of underwriting

## Endorsement – Maximum Benefit Period Endorsement (MBPE)<sup>1</sup>

- Changes the definition of Maximum Benefit Period to remove the 24-month benefit limitation for Mental Disorders
- Removes the “Mental Disorder Limitation” provision from the “What is Not Covered Section” of the policy
- Clients may elect to add this endorsement at an additional premium (approx. 15% of total premium)<sup>2</sup>
- Not available to occ classes 2A or A, or to the following occupations: emergency room physicians, anesthesiologists, pain management physicians and nurse anesthetists (including any resident who has declared one of these specialties), and general dentists (does not apply to VT policies)



- Not available with a 2-year Benefit Period. Option available at time of new business only and cannot be added or removed once the policy has been put in force
- Not available with Radius Choice Executive Select (does not apply to VT policies)<sup>3</sup>

<sup>1</sup> The MBPE is subject to full underwriting review and approval, except in VT where the endorsement is required by law on all policies with a Benefit Period greater than two years.

<sup>2</sup> The cost for MBPE in VT will now be 15% of the total premium (this does not impact VT policies already in-force). Not available in California.

## Graded Premium

Graded premium is an alternative premium structure under which the initial premiums are significantly less than a level premium structure in the earlier years of the policy. These premiums gradually increase annually until they become level at age 50 for the duration of the policy. Over the life of the policy, the cost for the graded premium structure may result in a higher overall cost than if the policy was issued with a level premium structure.

### Specifications

- Radius Choice and RetireGuard® (standalone). Not available with inforce policies.
- Issue Ages: 18–35
- Available to all occupations
- Available with all riders with the exception of the Student Loan Rider; premium will be level for the SLR
- Available on standard and substandard policies
- Premiums:
  - Increase annually on the policy anniversary
  - Levelize at age 50
  - Graded premium rates are guaranteed
- Conversion to level premium is available up to age 40; at attained rates using the original rate series in effect at the time the graded premium policy was issued

**MODAL FACTORS FOR ALL STATES**

Mode	% Annual Premium	Modal Policy Fee
Annual	100.00	\$50.00
Semi-Annual	52.00	\$25.00
Quarterly	26.00	\$12.50
Monthly	8.65	\$4.17
10 pay	10.50	\$5.00
13 pay	8.00	\$4.00
24 pay	4.33	\$2.30
26 pay	4.00	\$2.20
52 pay	2.00	\$1.25

See [page 5-89](#) and [page 5-90](#) for additional information regarding billing.

## Radius Choice

**MEDICAL REQUIREMENTS**

Monthly benefit <sup>1</sup>	Ages	
	18 – 45	46 – 64
Up to \$1000	CMI <sup>2</sup>	CMI <sup>2</sup>
\$1,001 – \$5,000	CMI <sup>2</sup> Oral Fluids <sup>3</sup>	CMI <sup>2</sup> Blood Profile/Urine Physical Measurements
\$5,001 – \$7,500	CMI <sup>2</sup> Blood Profile/Urine Physical Measurements	CMI <sup>2</sup> Blood Profile/Urine Physical Measurements
Greater than \$7,500	Tele-CMI Blood Profile/Urine Physical Measurements	Tele-CMI Blood Profile/Urine Physical Measurements

<sup>1</sup> Highest short-term rider or Base + SIR + 50% of highest Group Supplement Rider.

<sup>2</sup> Tele-CMI, Blood Profile/Urine and Physical Measurements required at \$1, for Puerto Rico.

<sup>3</sup> No Oral Fluids required for 5A occupational classes up to \$3,500.

## Radius Choice

## FINANCIAL REQUIREMENTS

Employee, Non-owner	
(a) Applied for and inforce Coverage under \$3,000	No financial documentation required — Not available in Puerto Rico, W-2 or Current Pay stub with year to date figure required
(b) Applied for and inforce Coverage \$3,001 and under \$10,000	W-2 or Current Pay stub with year to date figure
(c) Applied for and inforce Coverage \$10,000 — \$14,999	Submit the two most recent W-2s or W-2 & Current Pay stub with year to date figure
(d) Applied for and inforce Coverage \$15,000 and over	Submit the two most recent Forms 1040, with all schedules and attachments including W-2s

## Special Notes

- When determining financial risk for DI, include all DI and LTD, inforce and applied for since the last full financial documentation was submitted for a MassMutual disability policy.
- Financial documentation is not required for Starting Professionals where inforce and applied for coverage is within the starting practice limits or for individuals under the Express DI Underwriting Program.
- Total issue and participation limits include all other coverages, both individual and group.

## FINANCIAL REQUIREMENTS

BUSINESS OWNER <sup>2</sup> ENTITY		Sole Proprietor (Schedule C)	Partner in a Partnership (Form 1065)	Corporation Shareholder (Form 1120)	S-Corporation Shareholder (Form 120S)
(a) Applied for and inforce Coverage under \$10,000 <sup>1</sup>	Submit the most recent:	Schedule C	K-1 <b>OR</b> Form 1040, pages 1 & 2, Sch E, <b>and</b> W-2 if LLC	Form 1120, page 1, and Form 1125E	Form 1120S, pages 1 & K-1 <b>and</b> W-2 <b>OR</b> forms 1040, Sch E's <b>and</b> W-2s
(b) Applied for and inforce Coverage \$10,000 — 14,999 <sup>1</sup>	Submit the TWO most recent:	Schedule C's <b>and</b> forms 1040 pages 1 & 2	K-1s <b>and</b> forms 1040, pages 1 & 2, Sch E's, <b>and</b> W-2s if LLC	Forms 1120, pages 1, and Form 1125E, <b>and</b> forms 1040, pages 1 & 2	Forms 1120S, pages 1 & K-1s <b>and</b> forms 1040, pages 1 & 2, Sch E's <b>and</b> W-2s
(c) Applied for and inforce Coverage \$15,000 and over <sup>1</sup>	Submit the TWO most recent:	Forms 1040, with all schedules and attachments	Forms 1065 with all schedules and attachments <b>and</b> forms 1040 with all schedules and attachments, and W-2s if LLC	Forms 1120 with all schedules and attachments <b>and</b> forms 1040, with all schedules and attachments	Forms 1120S with all schedules and attachments <b>and</b> forms 1040 with all schedules and attachments including W-2s

<sup>1</sup> In the following situations, documentation required in row (c) should be obtained:

- applicant's unearned income exceeds 20% of earned.

<sup>2</sup> For Limited Liability Companies (LLC) — request business tax return filed with IRS.

# Radius Transition Select (Formerly 6 1+) Policy Information

Content provided is for reference purposes only. Titles including “Definition” are actual definitions from the contract; all other materials are not. Please refer to the policy for the complete set of definitions and contract provisions. For Radius Transition Select in California, please see the California Product section starting on [page 5-91](#).

## Radius Transition Select:

- allows you to write new business on individuals aged 65–70;
- is used in multi-life sales for new business on individuals aged 65–70; and
- is the contract to which the insured converts previous Radius 98’ and 01’ coverage to continue coverage after the individual, non-cancelable contract expires at age 65.

### RADIUS TRANSITION SELECT SPECIFICATIONS

<b>Issue Ages</b>	65–70
<b>Occupation Classes</b>	Individual: 5A, 5P, 4A, 4P, 3A, 3P and 2A Association: 5A, 5P, 4A, 4P, 3A and 3P Multi-Life: 5A, 5P, 4A, 4P, 3A, 3P, 2A, and A
<b>Availability</b>	<ul style="list-style-type: none"> <li>• New Business — not available on rated policies</li> <li>• Conversions — rating or rider will carry over to the Age 65 Plus policy</li> <li>• Not available in FL, MN, NJ and NY</li> <li>• Not available in NM for new sales; only available for conversions</li> </ul>
<b>Minimum Policy Size</b>	\$500/mo. (In-force policies of less than \$500/mo. will be grandfathered)
<b>Premiums</b>	Conditionally renewable on an annual basis; Unisex rates
<b>Waiting Periods</b>	New Business: 60, 90, and 180 days Converted Business: 60, 90, and 180 days
<b>Benefit Period</b>	• 2 years only
<b>Discounts</b>	<ul style="list-style-type: none"> <li>• 10% 3–9 lives — all occupation classes</li> <li>• 15% 10+ lives — all occupation classes</li> <li>• 25% employer-sponsored groups for 5A, 5P, 4A, 4P, 3A and 3P occ classes. The criteria is 15+ lives in group, \$25,000 premium and 75% participation of all eligible lives. 2A and A occupation classes not eligible for the 25% discount</li> </ul>

## Definition of Total Disability

The occurrence while the Policy is In-Force of a condition caused by a Sickness or Injury in which the Insured cannot perform the main duties of his/her Occupation and is not working at any other Occupation. The Insured must be under a Doctor’s Care.

## Policy Description

In order for disability income benefits to be paid, the insured must be totally disabled throughout the full waiting period. No benefits accrue during the waiting period. The waiting period and the maximum benefit period are shown in the policy specification. The benefit will not be larger if the insured is disabled from more than one cause, nor will the maximum benefit period be extended. We will continue to pay benefits while the insured is totally disabled up to the maximum benefit period.

## Presumptive Total Disability

We will consider the insured to be disabled as long as the presumptive total disability continues and the insured is under a doctor's care. Benefits will start to accrue following the earlier of 90 days or the waiting period for total disability. We will pay the total disability income insurance monthly benefit for up to the maximum benefit period. If the loss is deemed by us to be total and uncorrectable, we will waive the required waiting period and the requirement of a doctor's care.

## Recurring Disability

A recurring disability is a related disability that starts less than six months after a period of disability ends.

It is also an unrelated disability that starts less than 30 days after the insured returns to work full-time, at least 30 hours per week. The work must be consistent with his/her education, training, and experience. We will treat the recurring disability as a continuation of the prior one.

A recurring disability does not receive a new maximum benefit period. Periods of recurring disability will be accumulated under the same maximum benefit period. Benefits will be paid only up to the balance of the original maximum benefit period.

If the waiting period has been satisfied, no new waiting period is required. If the waiting period has not been satisfied, periods of recurring disability will be accumulated to satisfy the waiting period.

## Waiver of Premium

After the insured has been disabled for 90 days, we will waive payment of premiums for as long as the insured remains disabled, but not beyond the maximum benefit period. We will also refund any premium paid during the 90-day period before the insured qualified for these benefits.

We will waive premiums for this policy based on the premium mode in effect when the insured becomes disabled.

## What Is Not Covered

### Radius Transition Select does not cover:

- partial disability
- benefits provided by rider;
  - if a conversion, all riders on the original contract are discontinued
- rehabilitation benefits
- return-to-work benefits

## Renewal Provision

The Radius Transition Select may be conditionally renewed each year if:

- the insured is employed at least 30 hours per week
- the insured is not disabled or receiving disability benefits from any other source

## The premiums on this new contract:

- will increase each year on the policy anniversary date
- if sold in the multi-life market, are eligible for multi-life discounts
- are not guaranteed

## Radius Transition Select

### MEDICAL REQUIREMENTS

Monthly Benefit	Ages
	65–70
Up to \$1,000	Tele-CMI <sup>1</sup> Physical Measurements
\$1,001 and greater	Tele-CMI Blood Profile/Urine Physical Measurements APS PHI

<sup>1</sup> Blood Profile/Urine required at \$1, for PR

## Radius Transition Select

### FINANCIAL REQUIREMENTS

Employee, Non-owner	
(a) Applied for and inforce Coverage \$3,000 and under	No financial documentation required — Not available in Puerto Rico, W-2 or Current Pay stub with year to date figure required
(b) Applied for and inforce Coverage \$3,001 and under \$10,000	W-2 or Current Pay stub with year to date figure
(c) Applied for and inforce Coverage \$10,000 — \$14,999	Submit the <b>two</b> most recent W-2's or W-2 & Current Pay stub with year to date figure
(d) Applied for and inforce Coverage \$15,000 and over	Submit the <b>two</b> most recent Forms 1040, with all schedules and attachments including W-2's

#### Special Notes

- When determining financial risk for DI, include all DI and LTD, inforce and applied for since the last full financial documentation was submitted for a MassMutual disability policy
- Total issue and participation limits include all other coverages, both individual and group

## Radius Transition Select (continued)

### FINANCIAL REQUIREMENTS

Business Owner <sup>1</sup> Entity		Sole Proprietor (Schedule C)	Partner in a Partnership (Form 1065)	Corporation Shareholder (Form 1120)	S-Corporation Shareholder (Form 1120S)
(a) Applied for and inforce Coverage under \$10,000*	Submit the most recent:	Schedule C	K-1 OR form 1040, pages 1 & 2, Sch E, and W-2 if LLC	Form 1120, page 1, and Form 1125E	Form 1120S, pages 1 & K-1 and W-2 OR forms 1040, Sch E's and W-2's
(b) Applied for and inforce Coverage \$10,000 — 14,999*	Submit the TWO most recent:	Schedule C's and forms 1040 pages 1 & 2	K-1's and forms 1040, pages 1 & 2, Sch E's, and W-2's if LLC	Forms 1120, pages 1, and Form 1125E, and forms 1040, pages 1 & 2	Forms 1120S, pages 1 & K-1's and forms 1040, pages 1 & 2, Sch E's and W-2's
(c) Applied for and inforce Coverage \$15,000 and over*	Submit the TWO most recent:	Forms 1040, with all schedules and attachments	Forms 1065 with all schedules and attachments and forms 1040 with all schedules and attachments, and W-2's if LLC	Forms 1120 with all schedules and attachments and forms 1040, with all schedules and attachments	Forms 1120S with all schedules and attachments and forms 1040 with all schedules and attachments including W-2's

<sup>1</sup> For Limited Liability Companies (LLC) — request business tax return filed with IRS.

<sup>2</sup> In the following situations, documentation required in row (c) should be obtained:

- applicant's unearned income exceeds 20% of earned.

# RetireGuard® Policy Information

Content provided is for reference purposes only. Titles including “Definition” are actual definitions from the contract; all other materials are not. Please refer to the policy for the complete set of definitions and contract provisions. RetireGuard is not available in Wyoming.

RetireGuard® can help replace an amount equal to the insured’s retirement plan contributions (including both the employee’s and employer’s contributions) that would have been made to a client’s eligible defined contribution plan if he/she had not become totally disabled. It is not a retirement plan, nor a substitute for one.

## RETIREGUARD® SPECIFICATIONS – USING RADIUS CHOICE<sup>1</sup>

<b>Issue Ages</b>	18–60 Individual
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A, and A <sup>2</sup>
<b>Waiting Periods</b>	180 and 365 days
<b>Benefit Periods</b>	<ul style="list-style-type: none"> <li>• 10 Year<sup>3</sup>, To age 65, To age 67<sup>3</sup></li> <li>• See <a href="#">page 5-88</a> for the Benefit Payout Schedule</li> </ul>
<b>Premium</b>	<ul style="list-style-type: none"> <li>• Rates are level premium or graded premium</li> </ul>
<b>Benefit Amount</b>	<ul style="list-style-type: none"> <li>• Minimum \$500/month</li> <li>• Maximum based on current IRS Defined Contribution Maximums — see FieldNet for current limits</li> <li>• For certain Non-Qualified Deferred Compensation Plans (approved by underwriter): 50% up to a maximum of \$5,000 (after amounts from Qualified Plans are insured)</li> <li>• Available on standard and substandard policies</li> <li>• We will cover <b>100%</b> of employee and employer contributions to the maximum on a non-taxable basis</li> <li>• We will cover <b>133%</b> of employee and employer contributions to the maximum on a taxable basis</li> </ul>
<b>Riders Available</b>	1) FIO — Non-taxable and taxable: amount is \$7,500 — issue amount = FIO pool available (not to exceed 2x base) 2) COLA
<b>Discounts</b>	See Radius Choice Specifications for applicable discounts

<sup>1</sup> California has a state-specific definition of TOTAL DISABILITY OR TOTALLY DISABLED – During the Elimination Period and for the first 24 months of Disability payments, Total Disability means that as a result of Sickness or Injury, the Insured is not able to perform with reasonable continuity the Substantial and Material Acts necessary to perform his/her Usual Occupation in the usual and customary way; thereafter, Total Disability means that as a result of Sickness or Injury, the Insured is not able to engage with reasonable continuity in any occupation in which he/she could reasonably be expected to perform satisfactorily in light of his/her age, education, training, experience, station in life, and physical and mental capacity.

<sup>2</sup> Please refer to the Occupational Underwriting/Classification section for details regarding occ class and occ class modifier if applicable.

<sup>3</sup> Please refer to the Generic DI Reference Manual dated December 2015 for RetireGuard using Radius 12.



When insured with RetireGuard, during a period of total disability, MassMutual will pay benefits into an irrevocable trust. The trust offers different investment options at the time of claim so that a client can select the option that best meets his/her retirement goals. The proceeds of the trust are paid to the insured at retirement age as set forth in the trust. Trust services are provided by The MassMutual Trust Company, FSB.

In most cases, annual investment earnings on disability benefits to the trust will be taxable to the insured. Also, if benefit payments are taxable (because the premium is employer-paid), then the insured will be required to pay taxes on monthly benefits paid into the trust. Upon written request of the insured, MassMutual will withhold federal taxes on the benefit payments. Trust assets may be tax-deferred depending on the investment option(s) selected.

Benefit payments **are not paid** to an employer-established retirement plan. At time of claim when benefits become payable, the insured decides how these disability benefits will be invested. The insured may direct the Trustee to acquire and retain in trust, and to sell and reinvest in trust, publicly traded securities and mutual funds subject only to possible administrative and operational limitations.

### Eligible Retirement Plans

- Defined Contribution Pension Plans
  - 401(k) Plans
  - Profit-Sharing Plans
  - Keogh Plans
  - Stock Bonus Plans
- Employee Stock-Ownership Plans (ESOPs)
- Individual Retirement Accounts (IRAs)
- Simplified Employee Pensions (SEPs)
- Tax-Sheltered Annuity Arrangements/403(b) Plans (non-STRS plans)
- Certain Non-Qualified Deferred Compensation Arrangements (evaluated and issued on a case-by-case basis)

### Plans Not Eligible

- Defined Benefit Plans
- Deferred Stock Options
- FERS (Federal Employee Retirement Systems)
- PERS (Public Employees Retirement Systems)
- STRS (State Teachers Retirement Systems)
- Any Retirement Plan with Waiver of Premium

## Underwriting/Application Rules

### Overinsurance

RetireGuard® **will not be offered** to those clients who are currently overinsured based on income. We will, however, issue RetireGuard® to those clients who are over our maximum I & P limits, not to exceed \$3,000.

#### Example 1

3P Dentist earns **\$150,000** and has **\$8,000** of MassMutual inforce individual disability insurance coverage. The coverage is not in participation with Group LTD or any other individual carrier and is non-taxable. Since the client is overinsured based on our table limits (\$6,900) he/she will not qualify for RetireGuard®.

#### Example 2

3P Dentist earns **\$500,000** and has **\$15,500** of MassMutual inforce individual disability insurance coverage. The coverage is not in participation with Group LTD or any other individual carrier and is non-taxable. Since the client is not overinsured based on our table limits he/she will qualify for RetireGuard®. The maximum we can offer (including FIO) is \$2,500. This is the maximum I & P limit + \$3,000 less inforce coverage or  $(\$15,000 + \$3,000) - \$15,500$ .

### What amount can be insured via RetireGuard® and how does that impact income insured for Individual Disability Coverage?

- The total of employee contributions PLUS employer contributions can be insured
- Income will not be reduced in order to qualify for the RetireGuard®, up to the IRS maximum defined contribution limit for 401(k) and 403(b) plans.

#### Example

- Client's W-2 is \$150,000 with a 401(k) deferral of \$13,000
  - The employer match is \$6,000
  - Client has an inforce Radius Choice policy
  - DI insurable income is \$150,000, we would need to validate that the inforce coverage does not exceed current I&P limits at \$150,000
- If client is not overinsured, RetireGuard® is available
- RetireGuard® insurable income is \$19,000  $(\$13,000 + \$6,000)$  or \$1,583/mo.

### Application/Underwriting

Recipient of benefits should be completed as follows:

**MassMutual Trust Co., FSB, Trustee**  
**100 Bright Meadow Blvd.**  
**Enfield, CT 06082**

## Optional Riders

Rider attachment is subject to company rules and regulations in effect when application is made. The following riders are available for RetireGuard®:

- COLA — Cost of Living Adjustment
- FIO — Future Insurability Option

### COLA — 3%

COLA may be elected on this policy.

- **Issue Ages** — 18–60 for all occupation classes

### FIO

The pool amount would equal 2x the RetireGuard® benefit amount, not to exceed \$7,500 in combination with base RetireGuard® coverage, but will not be less than \$500. Minimum exercisable option is \$100.

- **Issue Ages** — 18–55 for all occupation classes
- **Option Period** — Starting 90 days prior to each Option Date
- **Termination** — On the policy anniversary date next following the insured's 60th birthday. (FIO will no longer be included in the premium from age 60 on)

### General Information

These riders are available at issue or after issue. If issued after the RetireGuard® policy was issued, we will provide new policy specifications. We will allow COLA and FIO to be added after issue, with full underwriting at attained age and current series rates.

## Endorsement — Maximum Benefit Period Endorsement (MBPE)

Please refer the Radius Choice Product section on [page 5-41](#) for full details.

# RetireGuard

## MEDICAL REQUIREMENTS

Monthly Benefit	Ages	
	18–45	46–64
Up to \$3,000	CMI <sup>1</sup>	CMI <sup>1</sup>
Greater than \$3,000	CMI <sup>1</sup> Oral Fluids <sup>2</sup>	Tele-CMI Blood Profile/Urine Physical Measurements

<sup>1</sup> Tele-CMI, Blood Profile/Urine and Physical Measurements required at \$1, for PR.

<sup>2</sup> No Oral Fluids required for 5A occupational classes up to \$3,500.

## FINANCIAL REQUIREMENTS

Entity <sup>1</sup>	Employee, non-owner	Sole Proprietor	Partner in a partnership	Corporation Shareholder	S-Corporation Shareholder
Submit the most recent:	No financial documentation required	Schedule C's and Form 1040, page 1	K-1 and Form 1040, page 1 OR Form 1040, Schedule E and Form 1040, page 1	Form 1120, page 1, and Form 1125E	Form 1120S, page 1 and K-1 and W-2

<sup>1</sup> For Limited Liability Companies — request tax form filed by business.

# Business Overhead Expense Policy (BOE-01)

## Policy Information

Content provided is for reference purposes only. Titles including “Definition” are actual definitions from the contract; all other materials are not. Please refer to the policy for the complete set of definitions and contract provisions. BOE-01 is not available in California, Florida, Massachusetts, and New York. Please see the California Product section starting on [page 5-91](#).

The information in this section only covers the BOE-01 versions. Information pertaining to the states that have not been approved to use the BOE-01 can be found in the chapter on BOE and SBOE in the **DI1075 399** or by contacting the Disability Income Division at **1-800-272-2216**, extension 3.

The business overhead expense policy is designed for small-business owners actively engaged in their business on a full-time basis. The purpose of the policy is to reimburse business owners for overhead expenses while they are disabled in order to keep the business operating.

## BUSINESS OVERHEAD EXPENSE SPECIFICATIONS

<b>Issue Ages</b>	18–60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A (Insured must work a minimum of 30 hrs. per week, year-round, to be considered full-time)
<b>Waiting Periods</b>	30, 60 and 90 days
<b>Benefit Periods</b>	12, 18 and 24 months
<b>Min. Annual Income Requirement</b>	\$16,000
<b>Min. Monthly Benefit</b>	\$1,000
<b>Discounts</b>	<ul style="list-style-type: none"> <li>• 5% first-year cross-sell discount (not available in NJ and NY; will not be applied to the rated portion of a policy)</li> <li>• 10% association discount is available (not available in MT)</li> <li>• 15% Multi-Life Discount (for 3 or more lives)</li> <li>• Only one discount per policy is allowed</li> </ul>
<b>Dividends</b>	Participating, paid at end of year 5, not guaranteed
<b>Rate Structure</b>	<ul style="list-style-type: none"> <li>• Non-cancelable, level premiums to age 65</li> <li>• Conditionally renewable from 65–75</li> <li>• Sex distinct rates for individual, association and multi-life (Female rates used for both sexes in Montana)</li> <li>• Rates vary by age and occupation class</li> <li>• Nicotine surcharge of 25%</li> <li>• Puerto Rico subject to 35% surcharge</li> <li>• Upon approval, FL will have 35% surcharge</li> <li>• Substandard rating may be applied</li> </ul>

### Availability

Generally, Business Overhead Expense is issued to groups with five or fewer owners and businesses with 15 employees or less.<sup>1</sup> Coverage is not usually available to an individual whose business is located in the home.

The owner's share of income or loss plus salary must be at least \$16,000 in order to qualify. Therefore, individuals who have recently joined an existing business may qualify; however, those starting a business may not. As with our other products, we are concerned with overinsurance. Accordingly, clients who have disability income coverage in force and are currently overinsured based on income, may not qualify for a BOE policy. Please contact your underwriter for details.

Business overhead expense is designed to reimburse the overhead expenses of self-employed professionals and select business owners with less than 10% manual duties. A Managerial Duties Endorsement may be added to each contract when the insured performs manual duties more than 10%, but less than 25% of the time, while performing his/her regular occupation. An individual who performs manual duties more than 25% of the time is not eligible.

<sup>1</sup> We will consider, on a case by case basis, businesses with up to 10 owners with at least a 10% interest in the business; contact your underwriter for details.

## BOE DEFINITIONS OF TOTAL DISABILITY

State	Total Disability
<b>Generic</b>	The occurrence, while this Policy is In-Force, of a condition caused by Sickness or Injury, in which the Insured:
	Cannot perform the main duties of his/her Occupation; <b>and</b>
	Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.
<b>Illinois</b>	The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury, in which the Insured:
	Cannot perform the main duties of his/her Occupation; <b>and</b>
	Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.
	If the Insured is retired at the start of Disability, he/she is Totally Disabled if unable to engage in the normal activities of a retired person of like age and good health.
<b>Maryland</b>	The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury, in which the Insured:
	Cannot perform each and every one of the main duties of his/her Occupation; <b>and</b>
	Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.
	The Disability must begin while this Policy is In-Force.
<b>Missouri</b>	The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury, in which the Insured:
	Cannot perform the material and substantial duties of his/her Occupation; <b>and</b>
	Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.
<b>New Jersey</b>	The Insured is Totally Disabled if, due to Injury or Sickness, he/she:
	Cannot perform the main duties of his/her Occupation; <b>and</b>
	Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.
<b>South Dakota</b>	The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury, in which the Insured:
	Cannot perform the material and substantial duties of his/her regular Occupation; <b>and</b>
	Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.

## Policy Description

### Renewability

The policy is non-cancelable and guaranteed continuable to the policy anniversary after the insured's 65th birthday. Premiums are guaranteed to this same date.

### Definition of Total Disability

The occurrence, while this Policy is In Force, of a condition caused by a Sickness or Injury, in which the Insured:

- Cannot perform the main duties of his/her Occupation **and**
- Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured

### Definition of Presumptive Total Disability

The Insured is considered to have a Presumptive Total Disability even if he or she is able to work, if certain conditions exist. These conditions are any of those listed below that begin while this Policy is In Force:

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

## Disability Benefits

### Total Disability Benefit

Benefits begin to accrue after the waiting period shown in the policy specifications. The first monthly benefit will be paid one month after the waiting period ends and proof of business overhead expenses paid is submitted. Each month benefits will be paid equal to the business expenses incurred; however, the maximum monthly amount reimbursed will not exceed the monthly benefit shown in the policy specifications.

### Maximum Benefit Amount

The monthly benefit for total disability times the number of months in the benefit period equals the maximum benefit amount. Under the accumulation benefit provision, benefits will continue to be paid until the maximum benefit amount has been reached, as long as the insured remains totally disabled and continues to have qualifying business overhead expenses.



## Accumulation of Benefits

When expenses for any month of total disability are less than the monthly benefit, the unused portion of benefit may be carried forward and used to reimburse expenses in a later month when the expenses exceed the monthly benefit. This may extend the benefit period.

## Business Overhead Expenses

These are expenses that the insured was responsible for in running his/her business before becoming disabled. These expenses include but are not limited to:

- Rent
- Heat and water
- Electricity
- Cost to lease equipment
- Laundry
- Interest payments on the business premises and/or equipment the insured owns and uses in running the business, **plus** the greater of scheduled depreciation for federal tax purposes or scheduled principal payments on the business premises and/or equipment the insured owns and uses in running the business. At the beginning of a period of disability, the insured must choose whether to claim depreciation or payment of principal or debt.
- Employees' salaries and benefits, including family members, if they are employed by the business for a minimum of 12 months prior to the insured's disability and serve an appropriate business function.

## Business Overhead Expenses *do not include:*

- Cost of goods sold
- Additions to inventory
- Purchase costs of tools, instruments or wares used in the insured's profession or occupation
- Fees or drawing accounts received by the insured's spouse or member of the insured's family, if employed by the business for less than 12 months
- Any expense which the insured did not have in running the business prior to the disability
- Salaries, fees or other compensation for any revenue producing employee with the same or similar occupation as the insured

## Exchange Privilege

Prior to the insured's 60th birthday, a Business Overhead Expense contract may be exchanged for an individual disability income insurance policy. MassMutual will require up-to-date information on other disability income benefits inforce or applied for, and the insured's earned and unearned income. The monthly benefit will be the lesser of: 30% of the monthly benefit for total disability under the Business Overhead Expense contract, **OR** \$3,000, **OR** our published underwriting limits for the new policy **PLUS** the Income Protection Rider, if included as a rider on the BOE policy. The new policy will be issued with a 2-year benefit period, the same waiting period (unless it is 30 days, then the new contract will have a 60-day waiting period), the same exclusions for medical

conditions, and the same risk classifications. The premium will be based on rates in effect when the policy is exchanged and will include the application for this policy.

### Waiver of Premium

After the insured has been totally or partially disabled for the waiting period, MassMutual will waive premium payments for as long as the insured remains disabled. Any premium that falls due and was paid during the waiting period before the insured qualified for these benefits will be waived. Premiums for the policy will be waived based on the premium mode in effect when the insured became disabled. If the insured suffers a recurrent disability, any premium that becomes due within the waiting period prior to that recurrence, will also be waived. Dividends, if payable, are paid in cash while premiums are being waived.

### Recurring Disability

Recurring disability refers to a period of disability that is due to the same condition or related condition as that of an earlier period of disability. If that period of disability recurs within six months of the prior disability, it will be considered a continuation of the prior period (if state statute conflicts with this policy, the requirements will be changed to meet the requirements of such statute). A recurring disability is also an unrelated disability that begins less than 30 days after the insured returns to work full-time.

### Benefits to Survivors

If the insured dies prior to age 65, MassMutual will pay a benefit equal to 2x the monthly benefit for total disability if the policy is in force and the insured's ownership of the business has not been sold. The benefit will be paid to the insured's business.

### Exclusions and Limitations<sup>1</sup>

The policy excludes benefits from any disability caused by war or an act of war while the insured is in the military forces of any country at war or in any civilian non-combatant unit serving with those forces. The policy does not provide any benefit for any time period during which the insured is imprisoned. Also, this time period will not apply to the completion of the waiting period. This policy does not provide any benefits for any disability sustained while participating in an illegal activity, or for intentionally self-inflicted conditions. The policy does not provide any benefit for a condition caused or contributed to by normal pregnancy or childbirth.

<sup>1</sup> **Wyoming** – This Policy does not provide any benefit for any Disability:

- during a period of legal incarceration in a penal or correctional institution of more than 7 days or during a period of legal detainment of more than 7 days. Also, this time does not apply for completion of the Waiting Period.
- sustained during declared war or undeclared war or act of war.
- caused or contributed to by normal pregnancy or childbirth.
- caused by any intentionally self-inflicted Injury.
- sustained during the Insured's commission of, or attempt to commit, a felony under local, state or federal law, or while engaged in an illegal occupation.

## Coordination of Benefits

If the insured is covered for Business Overhead Expenses under other disability insurance policies with MassMutual or other insurers, any total disability benefit paid will be adjusted to reflect the total amount of coverage inforce. The “total amount of coverage” during the month is the sum of the monthly benefit under this policy and the maximum monthly amounts under all other policies inforce on the insured during the month. The amount of monthly benefit paid will be the actual BOE monthly expenses multiplied by the total monthly benefit on the specification page of the MassMutual policy, divided by the total of all coverage inforce.

Under no circumstances will the monthly benefit paid exceed the monthly benefit in the policy specifications.

The Non-Duplication of Benefits Endorsement will be added in 14 states where coordination of benefits is not permitted within the policy. These states are CO, GA, IA, IL, MA, MD, MI, NH, NC, NJ, OK, PA, SC, and WA. The following paragraph is added to the Other Exclusions and Limitations section of the policy:

MassMutual will not provide payment for Business Overhead Expenses that are payable by another company that has a policy inforce at the time this policy is issued. MassMutual has the right to require proof of payment by the other company(s) to determine the extent of liability under this policy.

## Right to Continue Coverage at Age 65

This policy expires on the policy anniversary on or after the insured’s 65th birthday. Conversion may be made to a yearly renewable version of the business overhead expense insurance policy if the insured is not disabled on the policy’s expiration date and is working a minimum of 30 hours per week. The policy expires on the policy anniversary on or after the insured’s 75th birthday. The insured can apply for renewal through age 74. If renewed, a new specifications page will be delivered. At age 65, all optional benefits will be dropped from the policy, except the additional monthly benefit rider. The waiting period and benefit period will remain the same as prior to age 65.

## Right to Suspend Policy

If the insured enters full-time active duty in military service (other than active duty for training lasting 3 months or less), the owner may suspend the BOE policy. Written request for the suspension is required, and the policy will be suspended as of the date the company received the written request. A pro-rata part of any premium paid for a period beyond the date of suspension will be refunded. During the suspension the policy will not be inforce, no premiums will be required and no dividends will be payable. After the insured returns from active duty, he/she has 90 days to reinstate the policy without medical or financial underwriting.

## Lapse

If an unpaid premium in default is not paid (or waived) by the end of the 31-day grace period, the policy will lapse without value as of the due date for that premium, and the insurance will terminate.

## Reinstatement

This policy may be reinstated within 12 months after the end of the grace period. All overdue premiums must be paid. We may require an application and proof of insurability. The terms of the policy will be the same as before the termination, except for terms added or excluded in connection with the reinstatement process. After 12 months, full underwriting will be required for consideration of a new policy. If the insured is over 60 and the policy has been lapsed for over one year, there is no option for a new policy.

## Claims Processing

Notice of claim must be given to the Home Office before the end of 20 days after the waiting period, or as soon afterward as it is reasonably possible to do so. Any delay in giving notice will not affect the right to any benefits for the six months before the date the notice was given. Proof of disability, appropriate medical care and business overhead expenses must be submitted.

## Premium Refund at Death

That part of any premium paid for a period beyond the date of the insured's death will be refunded. This provision does not apply to any premium that was waived.

# Optional Riders

Rider attachment is subject to company rules and regulations in effect when application is made. The following riders are available for BOE-01:

- **ABI** – Automatic Benefit Increase Rider
- **AMBR** – Additional Monthly Benefit Rider
- **FIO** – Future Insurability Option Rider
- **IPR** – Income Protection Rider
- **PDR** – Partial Disability Rider
- **PRER** – Professional Replacement Expense Rider

## ABI – Automatic Benefit Increase Rider

This rider provides a supplemental benefit, which allows the automatic annual purchase of benefits for five years without medical or financial evidence of insurability. Evidence of insurability will be required to add this rider at a later date. There is no cost for this rider.

### ABI SPECIFICATIONS

<b>Issue Ages</b>	18–55 (Increases through age 60)
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Increase Amount</b>	\$50 or 3%, whichever is greater
<b>Other</b>	Purchases base, AMBR, PDR, IPR and PRER Available on standard and substandard Not available in FL and PR

Unless requested otherwise, additional benefits are automatically purchased each year on the policy anniversary. The amount of additional benefit will be the greater of \$50 or 3% of the monthly benefit for total disability on fully-underwritten coverage including base and riders noted above (rounded to the nearest dollar). Coverage will not be increased while the insured has a pending or active disability claim. Upon recovery, the automatic benefit increases will resume and continue for the renewal period. There is no additional charge for ABI in the year of attachment. Premiums for the increases will be based on the insured's attained age, using the level premium rate in use at the time of the ABI increase.

ABI will be terminated if two consecutive increases are declined.

To renew this rider the insured must re-qualify financially, beginning 90 days prior to each fifth policy anniversary up to age 55. However, the insured may reapply for a new Automatic Benefit Increase rider with proof of insurability.

## AMBR – Additional Monthly Benefit Rider

This rider provides an additional benefit with a waiting period identical to the base but with a different benefit period. AMBR can be used to cover special expenses with a shorter duration than other covered expenses insured under the base policy. It may also be added after issue with full underwriting or via FIO. There is an additional cost for this rider.

### AMBR SPECIFICATIONS

<b>Issue Ages</b>	18–60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Waiting Periods</b>	30 days, 60 days and 90 days (must be same as base)
<b>Benefit Periods</b>	12 and 18 months (must be less than base)
<b>Rates</b>	Same as base benefit
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard business</li> <li>• Partial Disability Rider will apply, if on base contract</li> <li>• Managerial Duties Endorsement available</li> <li>• Benefit amount is included in the maximum published limits</li> </ul>

## FIO – Future Insurability Option Rider

This rider allows the policy owner to increase the amount of monthly Business Overhead Expense coverage as his/her business expenses increase. At issue, the FIO creates a pool of benefits which will be available during annual option periods to increase coverage. Increases to coverage using this rider require only financial underwriting. There is an additional cost for this rider.

### FIO SPECIFICATIONS

<b>Issue Ages</b>	18–55
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Minimum FIO Pool Issue Amount</b>	\$500
<b>Maximum FIO Pool Issue Amount</b>	Through age 50, 2 x (base + AMBR) to a maximum of \$20,000 After age 50, 50% x (base + AMBR) to a maximum of \$20,000
<b>Minimum Exercisable Amount</b>	\$100
<b>Maximum Exercisable Amount</b>	Through age 50: 1 x base + AMBR After age 50: 50% x base + AMBR
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard business</li> <li>• If less than \$100 left in pool, rider will terminate</li> <li>• FIO pool amount can be increased, subject to maximums and full underwriting during any option period prior to age 55. The entire pool must be depleted before considering. Premiums for the total increased pool will be at attained age rates, using the level premium rates in use at the time of the increase.</li> </ul>

Applying for additional benefits requires up-to-date information on other business overhead expense benefits in force or applied for, and the insured's income, business expenses and occupation class. If the insured's risk class at the time of application for additional benefits is more favorable than it was when the rider became effective, the more favorable risk class will be used for additional benefits. However, if the risk class is less favorable at time of execution, the original risk class will be maintained.

All waiting periods and benefit periods for any increases remain the same as on the initial coverage.

The option period begins 90 days before each option date, one per year, and ends on that option date. The option date is assumed to be the policy anniversary, but a specific date can be elected. Options may be exercised during each option period through the option period immediately before the insured's 60th birthday.

When base coverage is increased through an FIO option, the benefits associated with the Partial Disability Rider will increase accordingly. If requested by the insured, FIO can also purchase AMBR.

## IPR – Income Protection Rider

The IPR Rider provides income protection for the business owner in the event of total disability. This is a disability income benefit with a 90-day waiting period and a 24-month benefit period. There is an additional cost for this rider.

**This rider is not available if the insured has any LTD or individual disability coverage in force at time of application.** The insured may apply for up to 60% of his/her income to a maximum of \$5,000. There are no partial disability benefits available.

### IPR SPECIFICATIONS

<b>Issue Ages</b>	18–60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Waiting Period</b>	90 days
<b>Benefit Period</b>	24 months
<b>Benefit Amount</b>	60% of income up to maximum of \$5,000, not included in BOE I & P limit
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard</li> <li>• Available with Managerial Duties Endorsement</li> <li>• Increases through ABI, up to \$5,000</li> <li>• Financial documentation is required for all cases and amounts</li> </ul>

## PDR – Partial Disability Rider

This rider provides a disability benefit if the insured, while still disabled, is able to return to work at his/her regular occupation but in a reduced capacity. There is an additional cost for this rider.

### PDR SPECIFICATIONS

<b>Issue Ages</b>	18–60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A and 3P are eligible
<b>Increases</b>	Through Future Insurability Option and Automatic Benefit Increase
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard policies</li> <li>• Not available with the Managerial Duties Endorsement</li> <li>• Does not apply to the Income Protection Rider and Professional Replacement Expense Rider</li> </ul>

### Definition of Partial Disability

The Insured is considered Partially Disabled if he/she:

- Is suffering from a current Disability;
- Is working at his/her regular Occupation;
- Can do some, but not all of the main duties of his/her Occupation or can work at his/her Occupation no more than 80% of the hours worked before becoming Disabled, and
- Is under a Doctor's Care.

### Partial Disability Benefits

If the insured is partially disabled, MassMutual will pay **an amount** equal to the excess of expenses (including cost of goods sold) over gross income of the business, up to a maximum of the total monthly benefit.

### EXAMPLE

An accountant has a policy with a total disability benefit of \$8,000 per month. He/she is partially disabled during the months of June, July and August. The following is the schedule of income, expenses (including cost of goods sold) and partial disability benefit payable.

	June	July	August
Receipts	5,000	7,800	7,500
Expenses	11,000	7,750	8,500
Net Income	(6,000)	50	(1,000)
Amount Payable	6,000	0	1,000



## PRER – Professional Replacement Expense Rider

This rider will pay the salary of a person employed to perform the insured's duties during a total disability. The professional replacement cannot be an immediate family member of the insured and must perform the related job functions of the insured. At the time of the insured's disability, the professional replacement cannot be employed by the insured. There is an additional cost for this rider.

### PRER SPECIFICATIONS

<b>Issue Ages</b>	18–60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A and 3P are eligible (not available for 2A and A occupation classes)
<b>Waiting Period</b>	Same as base
<b>Benefit Period</b>	Less than or equal to base
<b>Benefit Amount</b>	Benefit cannot be more than 50% of the base monthly benefit and cannot exceed \$15,000
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard</li> <li>• Will be increased through ABI</li> <li>• Available with Managerial Duties Endorsement</li> <li>• Benefit amount is over and above the maximum published limits</li> </ul>

# Endorsements

## Managerial Duties Endorsement

The Managerial Duties Endorsement modifies the definition of total disability and partial disability, if the Partial Disability Rider is purchased. The endorsement permits MassMutual to offer occupation classifications to business owners that are more liberal than would be offered if covering the business owner's manual duties. It may be issued on policies where the insured's occupation contains more than 10%, but less than 25% manual duties.

### MANAGERIAL DUTIES ENDORSEMENT SPECIFICATIONS

<b>Issue Ages</b>	18–60
<b>Occupation Classes</b>	3A, 2A and A
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard policies with all riders</li> <li>• Not available in New Jersey</li> </ul>

The definition of Total Disability will be replaced as follows:

**Definition of Total Disability** — The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury in which the Insured:

- Cannot perform the main Managerial Duties of his/her Occupation; and
- Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.

## Underwriting Guidelines

### Business Guidelines

- 5 principal owners or less\*
- 15 employee/wage earners or less
- Minimum of 20% ownership\*, and responsibility for incurred expenses must exist

### ISSUE AND PARTICIPATION LIMITS<sup>1</sup>

Occ Class	Maximum Issue and Participation Limits
5A, 5P, 4A, 4P, 3A, 3P	\$30,000 w/24 mo BP
	\$40,000 w/18 mo BP
	\$50,000 w/12 mo BP
2A/A	\$10,000

<sup>1</sup> We will consider, on a case by case basis, businesses with up to 10 owners with at least 10% interest in the business.

## Starting Professionals

The following professionals in their final stages of training or in the first year of professional practice may be eligible for \$10,000 issue limit based on anticipated expenses.

### STARTING PROFESSIONAL PROGRAM – BOE LIMITS

Occupation	Issue Limit	Occupation	Issue Limit
Actuary	\$12,500	Nurse Practitioner	\$5,000
Architect	\$12,500	Optometrist	\$12,500
Attorney	\$15,000	Physician	\$15,000
CPA	\$12,500	Physician Assistant	\$5,000
Dentist	\$15,000	Podiatrist	\$10,000
Economist/Statistician	\$12,500	Psychologist	\$10,000
Engineer	\$12,500	Veterinarian	\$12,500

Starting non-professionals are not eligible for special issue limits but are reviewed on an individual basis. Consult with your underwriter.

### MODAL FACTORS

Type	Factor	Fee
<b>List Bill</b>		
Annual List Bill	100.00%	\$50.00
Semi-Annual List Bill	52.00	\$27.00
Monthly List Bill	8.65	\$5.50
<b>Direct Bill</b>		
Annual Direct Bill	100.00	\$50.00
Semi-Annual Direct Bill	52.00	\$27.00
<b>PAC</b>		
Monthly PAC	8.80	\$5.50

See [pages 5-89](#) and [5-90](#) for additional information regarding billing.

## Business Overhead Expense Policy (01 Series)<sup>1</sup>

### MEDICAL REQUIREMENTS

Monthly Benefit	Ages	
	18–45	46–60
Up to \$5,000	CMI <sup>2</sup>	CMI <sup>2</sup>
\$5,001 – \$7,500	CMI <sup>2</sup> Oral Fluids Physical Measurements	CMI <sup>2</sup> Blood Profile/Urine Physical Measurements
Greater than \$7,500	Tele-CMI Blood Profile/Urine Physical Measurements	Tele-CMI Blood Profile/Urine Physical Measurements

<sup>1</sup> Not available in California

<sup>2</sup> Tele-CMI, Blood Profile/Urine and Physical Measurements required at \$1, for PR

## Financial Requirements

### Special Notes

- When determining financial risk for DI and/or BOE, include all DI, LTD or BOE, inforce and applied-for since the last full financial documentation was submitted for a MassMutual disability policy.
- Financial documentation is not required for Starting Professionals where inforce and applied-for coverage is within the starting practice limits.
- Total issue and participation limits include all other coverages, both individual and group.

### BUSINESS OVERHEAD EXPENSE COVERAGE

Applied For and In-Force Coverage \$20,000 and Over	
<b>Business Entity<sup>1</sup></b>	Submit the Most Recent
<b>Sole Proprietor</b>	Schedule C with all schedules and attachments
<b>Corporation Shareholder</b>	Form 1120 with all schedules and attachments
<b>S-Corporation Shareholder</b>	Form 1120S with all schedules and attachments
<b>Partner in a Partnership</b>	Form 1065 with all schedules and attachments

<sup>1</sup> Limited Liability Company (LLC) members should submit business tax returns filed with the IRS.

# Buy-Sell Policy Information

Content provided is for reference purposes only. Titles including “Definition” are actual definitions from the contract; all other materials are not. Please refer to the policy for the complete set of definitions and contract provisions. Buy-Sell is not available in California and Massachusetts.

Disability Buy-Sell is designed for small-business owners to provide funds for the purchase of the insured’s share of ownership in the business in the event that he/she is totally disabled. The policy is primarily designed for partnerships and professional corporations comprised of five or fewer principals.<sup>1</sup> The policy owner may be the business, a trust, or each business owner may own a policy on the other business owners. The existence of a formal Buy-Sell agreement is required.

<sup>1</sup> We will consider, on a case by case basis, businesses with up to 10 owners with at least a 10% interest in the business.

## BUY-SELL SPECIFICATIONS

<b>Issue Ages</b>	18–60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P and 2A
<b>Rates</b>	Sex Distinct, female rates in MT
<b>Waiting Periods</b>	12, 18 and 24 months
<b>Benefit Periods</b>	<ul style="list-style-type: none"> <li>• 2, 3 and 5 years (Monthly-Pay)</li> <li>• Lump-Sum</li> <li>• Combination of Lump-Sum and Monthly-Pay</li> </ul>
<b>Policy Size</b>	<ul style="list-style-type: none"> <li>• Minimum — \$100,000</li> <li>• Maximum — Up to \$3,000,000 based on occupation class, funding method and waiting period</li> </ul>
<b>Riders</b>	FIO
<b>Discounts</b>	<ul style="list-style-type: none"> <li>• 5% first-year cross-sell discount (not available in NJ and NY)</li> <li>• 15% multi-life discount (for 2 or more lives) — 25% in FL (not available in NY)</li> </ul>

## Policy Description

### Renewability

The Buy-Sell policy is conditionally renewable and has guaranteed premiums to the policy anniversary on or following the insured's 65th birthday by timely payment of premiums. Unless the policy is being reinstated after lapse, and the insured meets the conditionally renewable terms of the contract, MassMutual does not have the right to reduce or restrict any rights or benefits provided by this policy, increase premium, or extend the premium paying period.

The policy may be continued at guaranteed premium rates until the earliest of the following:

- The insured's 65th birthday
- The date the insured terminates active full-time employment for reasons other than total disability
- The date the Buy-Sell agreement is ended
- The date a benefit is paid
- The date one person owns more than 90% of the business entity

The policyowner must certify to the existence of a Buy-Sell agreement within one year of the policy issue, or the policy will be treated as if it were never issued and all premiums will be returned.

### Definition of Total Disability

The occurrence, while this Policy is In Force, of a condition caused by Sickness or Injury, in which the Insured:

- Cannot perform the main duties of his/her Occupation
- Is not at work for the Business **and**
- Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured

## BUY-SELL POLICY TABLE OF TOTAL DISABILITY DEFINITIONS

State	Total Disability
<b>Illinois</b>	<p>The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury, in which the Insured:</p> <p>Cannot perform the main duties of his/her Occupation; Is not at work for the Business; <b>and</b></p> <p>Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.</p> <p>If the Insured is retired at the start of Disability, he/she is Totally Disabled if unable to engage in the normal activities of a retired person of like age and good health.</p>
<b>Maryland</b>	<p>The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury, in which the Insured:</p> <p>Cannot perform each and every one of the main duties of his/her Occupation; Is not at work for the Business; <b>and</b></p> <p>Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.</p> <p>The Disability must begin while this Policy in In-Force.</p>
<b>Missouri</b>	<p>The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury, in which the Insured:</p> <p>Cannot perform the material and substantial duties of his/her Occupation; Is not at work for the Business; <b>and</b></p> <p>Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.</p>
<b>New Jersey</b> [for BSELL-00 (NJ), and BSELL-00 (NJ-15)]	<p>The Insured is Totally Disabled if, due to Injury or Sickness, he/she:</p> <p>Cannot perform the main duties of BSELL-00 (NJ-10), his/her Occupation; Is not at work for the Business; <b>and</b></p> <p>Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.</p>
<b>North Carolina</b>	<p>The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury, in which the Insured:</p> <p>Cannot perform the main duties of his/her Occupation; Is not at work for the Business; <b>and</b></p> <p>Is under a Doctor's Care, unless the Insured has reached the maximum point of recovery. The Disability will continue when there is no doubt the Insured is Disabled but in the opinion of the Doctor, future or continued treatment would be of no benefit.</p>
<b>South Dakota</b>	<p>The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury, in which the Insured:</p> <p>Cannot perform the material and substantial duties of his/her regular Occupation; Is not at work for the Business; <b>and</b></p> <p>Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.</p>
<b>Tennessee</b>	<p>The occurrence, while this Policy is In-Force, of a condition caused by a Sickness or Injury, in which the Insured:</p> <p>Cannot perform each and every one of the main duties of his/her Occupation; Is not at work for the Business. This does not include necessary duties which may be performed on a limited basis of less than 10 hours per week; <b>and</b></p> <p>Is under a Doctor's Care. We will waive this requirement if We receive written proof acceptable to Us that further Doctor's Care is no longer of benefit to the Insured.</p>

## Definition of Maximum Benefit Amount

The Maximum Benefit Amount is the total amount payable to You. This amount is the lesser of:

- The Total Benefit Amount stated in the Policy Specifications **and**
- The Fair Market Value **and**
- The Purchase Price

## Payment of Disability Benefits

Policy benefits are payable at end of the waiting period, or the date the Buy-Sell is executed, whichever is later. After satisfying the waiting period, the maximum benefit amount will be paid regardless of whether the insured recovers. However, if the insured dies while payments are being made, all payments will cease and the policy will terminate. A death benefit, described on below, may also be paid.

The total benefit amount decreases after age 60 according to the following schedule:

Age	Benefit Limit
Under 61	100% of maximum
61	80% of maximum
62	60% of maximum
63	40% of maximum
64	20% of maximum

## Waiver of Premium

After the insured has been disabled for a total of 90 days, MassMutual will waive payment of premiums for as long as the insured remains disabled. We will also refund any premium that falls due and has been paid during the waiting period before the insured qualified for these benefits. Premiums for the policy will be waived based on the premium mode in effect when the insured became disabled. If the insured suffers a recurrent disability, any premiums due within the waiting period prior to that recurrence will also be waived. Dividends are paid in cash while premiums are being waived.

## Recurrent Disability

Recurrent disability refers to a period of disability that is due to the same condition or related condition as that causing an earlier period of disability. If that period of disability recurs within six months of the prior disability (subject to state statutes) it will be considered a continuation of the prior period. A recurring disability is also an unrelated disability that begins less than 30 days after the insured returns to work full-time.



## Death Benefit

Following the death of the insured, a benefit will be paid equal to two times the monthly benefit for total disability, as long as the owner is receiving a monthly benefit and the insured died prior to age 65. If the benefit is lump-sum, this benefit is not applicable. If there is down-payment funding, the benefit will be applicable to the monthly benefit only. The death benefit will be paid to the owner of the policy.

## Exclusions and Limitations<sup>1</sup>

The policy excludes benefits for any disability caused by war or an act of war while the insured is in the military forces of any country at war or in any civilian noncombatant unit serving with those forces. The policy does not provide any benefit for any time period during which the insured is imprisoned. In addition, this time period will not apply to the completion of the waiting period. The policy does not provide any benefits for intentionally self-inflicted conditions, or for any disability sustained while participating in an illegal activity.

<sup>1</sup> **Wyoming** – This Policy does not provide any benefit for any Disability:

- during a period of legal incarceration in a penal or correctional institution of more than 7 days or during a period of legal detainment of more than 7 days. Also, this time does not apply for completion of the Waiting Period.
- sustained during declared war or undeclared war or act of war.
- caused by any intentionally, self-inflicted Injury.
- sustained during the Insured's commission of, or attempt to commit, a felony under local, state or federal law, or while engaged in an illegal occupation.

## Coordination of Benefits

If the insured is covered for Buy-Sell under other disability income insurance policies with MassMutual or other insurers, any total disability benefit paid under this policy will be adjusted to reflect the total amount of coverage in force. The “total amount of coverage” is the maximum benefit amount under this policy, and under all other policies in force on the insured at the time of ownership transfer and Buy-Sell agreement execution. The amount of benefit paid will be the actual Buy-Sell amount, multiplied by a fraction equal to the maximum benefit amount divided by the “total amount of coverage.” The benefit will not be greater than the maximum benefit amount shown in the policy specifications.

## Special Coordination of Benefits Wording (SC and IL)

A new Coordination of Benefits wording has been created in response to the requirements of certain states. This would allow MassMutual to coordinate benefits on new coverage that was not in place at the time of application. Coordination and refund of any premiums that would be due to the insured will be paid at claim.

## Non-Duplication Endorsement

This endorsement will be added for the states where coordination of benefits is not permitted within the policy (CO, GA, IA, IL, MA, MI, NC, NJ, NY, OK, PA, SC, TN, and WA). The following paragraph is added to the Other Exclusions and Limitations section of the policy:

*“We will not provide payment for any Lump-Sum Benefit and/or Monthly Benefit that is payable by another company whose policy is in effect at the time this Policy is issued and was not disclosed in the Application for this Policy. We have the right to require proof of eligibility of payment by the other company(s) to determine the extent of Our liability under this Policy.”*

## Special Underwriting Rule for Kansas and New Hampshire

We are prohibited from including Coordination of Benefits **OR** Non-Duplication of Benefits language in our Buy-Sell policy in Kansas and NH. Accordingly, if an insured has existing DI Buy-Sell coverage in force with another insurance carrier, we are unable to participate in offering Buy-Sell in these states.

## Right to Suspend Policy

If the insured enters full-time active duty in military service (other than active duty for training lasting three months or less), the owner may suspend the Buy-Sell policy. A written request for the suspension is required. The policy will be suspended as of the date the company receives the written request. A pro-rata part of any premium paid for a period beyond the date of suspension will be refunded. During the suspension, the policy will not be in force, no premiums will be required, and no dividends will be payable. After the insured returns from active duty, he or she has 90 days to reinstate the policy without medical or financial underwriting.

## Lapse

If an unpaid premium in default is not paid (or waived) by the end of the 31-day grace period, the policy will lapse without value as of the due date of that premium, and the insurance will terminate.

## Reinstatement

Reinstatement may require an application and proof of insurability. It will require payment of back premiums due, and will be reinstated on the 45th day following the date of receipt of back premiums due. The terms of the policy will be the same as before termination, except for terms added or excluded in connection with the reinstatement process. After one year, full underwriting will be required for consideration of a new policy. This policy may not be reinstated if the insured has attained age 60.

## Claims Processing

Notice of claim must be given to the Home Office before the end of 20 days after a period of disability begins, or as soon afterwards as it is reasonably possible to do so. We will consider the commencement of the waiting period to be either six months prior to the date notice of claim is received, or the date disability begins, whichever date is more recent.

## Premium Refund at Death

That part of any premium paid for a period beyond the date of the insured's death will be refunded. This provision does not apply to any premium that was waived.

## Transferability

After the policy has been in force for two years, coverage may be transferred to a new business as long as the following conditions are met:

- The insured ends active full-time employment with the business entity
- The insured is under age 50
- The insured is not totally disabled

The transfer must be requested within 90 days after this policy ends. The amount of coverage to be approved will be based on the value of the insured's share of the new business entity, but under no circumstances can it exceed the aggregate benefit payable under the existing contract. The policy cannot be transferred to a business we would not ordinarily issue. A new policy will be issued using attained age and current series rates.

## Professional Fee Reimbursement

MassMutual will reimburse the owner for legal fees and accounting fees incurred for execution of the Buy-Sell agreement for up to 1% of the maximum benefit on the schedule page. This benefit is payable only in the event of a disability.

# Optional Riders

## FIO — Future Insurability Option

This rider allows the policy owner to increase the amount of Buy-Sell coverage as the value of his/her business increases. At issue, the FIO creates a pool of benefits which will be available during annual option periods to increase coverage. Increases to coverage using the FIO rider require financial underwriting only.

### FIO SPECIFICATIONS

<b>Issue Ages</b>	18–49
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P and 2A
<b>Minimum FIO Pool Issue Amount</b>	\$200/month, \$10,000 lump-sum
<b>Maximum FIO Pool Issue Amount</b>	<ul style="list-style-type: none"> <li>• Through age 44 — 50 % x base to a maximum of \$500,000</li> <li>• Age 45–49 — 25 % x base to a maximum of \$250,000</li> </ul>
<b>Minimum Exercisable Amount</b>	\$200/month, \$10,000 lump-sum
<b>Maximum Exercisable Amount</b>	Up to the maximum issue limit in effect at time of exercise is 25 % x base
<b>Down Payment Funding</b>	Total Benefit Available will be 50% or 25% (depending on age) of the Lump-Sum and Monthly Benefit amounts. There will be 2 separate pools — one for Lump-Sum and one for Monthly Benefits, and the percentage will be applied to each benefit amount. The available benefit amounts must meet the minimum exercisable issue amounts for both pools in order to be eligible for the FIO rider.
<b>Availability</b>	<ul style="list-style-type: none"> <li>• Standard and substandard</li> <li>• For all funding methods</li> </ul>
<b>Termination</b>	<ul style="list-style-type: none"> <li>• If there is less than \$200/month, \$10,000 lump-sum left in the pool, the rider will terminate</li> <li>• Rider will be terminated at age 52 and premium reduced appropriately</li> </ul>

## Underwriting Rules — FIO

The FIO pool amount can be increased, subject to maximums and full underwriting, during any option period prior to age 50 and the entire pool must be depleted before considering. When applying for additional benefits, current financial information and information on the Buy-Sell agreement will be required.

If the insured's risk class at the time of application for additional benefits is more favorable than it was when the rider became effective, we will use the more favorable risk class for the additional benefits. However, if the insured's risk class is less favorable at the time of execution, the original issue risk class will be maintained.

Premiums for the total increased pool will be at attained age rates using the level premium rates in use at the time of the increase.

The option period to exercise the FIO begins 90 days before each option date and ends on that option date. Option dates occur every two years on the policy anniversary, and may be exercised through the option date that occurs on or immediately before the insured's 52nd birthday.

## Type of Purchase & Tax Implications

**The following information is to be used for general selling/marketing purposes only. Qualified tax or legal counsel should be consulted to address your client's specific situation.**

Two basic types of agreements can be used in a Buy-Sell arrangement:

### 1. Cross-Purchase Agreement

This agreement is between the individual partners or shareholders. Each partner or shareholder will own a policy on each of the other partner(s) or shareholder(s).<sup>1</sup> If one of the owners becomes disabled, each of the remaining owners will receive policy proceeds and then use them to purchase the disabled owner's share of the business.

<sup>1</sup> For more than two owners of a business, MassMutual requires a Trust be established (to pay the premiums and act as the policyholder/ beneficiary).

The policy proceeds are tax-free. However, a taxable transaction to the disabled owner will occur when the remaining owner(s) purchase the disabled owner's share. Since the ownership interest is a capital asset, a capital gain will likely result and will be equal to the excess of the purchase price over the disabled individual's basis in the business.

**Creation of a Trust** — A Trust may be created and used as the vehicle to pay the Buy-Sell premiums, as well as receive any proceeds. A Trust is typically used in Cross-Purchase Agreements to ease the administration process and reduce the number of policies that must be issued. Accordingly, it is required that in situations where more than two owners desire a Cross-Purchase Agreement, a Trust be created.

### 2. Entity Purchase Agreement

This agreement is made between the partners or shareholders of the business and the actual business entity. If one of the owners becomes disabled, the business entity (partnership or corporation) will receive the policy proceeds and then use them to purchase the disabled owner's share of the business.

The business receives the policy proceeds tax-free. However, a taxable transaction will occur (to the disabled owner) when the corporation uses such funds to purchase the disabled owner's interest in the business. Since the ownership interest is a capital asset, a capital gain will likely result and will be equal to the excess of the purchase price over the disabled individual's basis in the business.

Further, if the business is organized as a C-Corporation, it may be subject to alternative minimum tax (see instructions for form **4626**, Alternative Minimum Tax — Corporations, or your tax advisor for details).

A Trust may also be used in an Entity Purchase Agreement, if desired.

## Other Tax Information

**Premiums** — Premiums paid are not deductible. This is true regardless of who pays the premiums and the type of purchase agreement chosen. (IRC Section 265)

**Benefits** — Benefits received by the policy owner(s) are tax-free. (IRC Section 104.) Please note, however, that benefits paid to a corporation may be subject to Alternative Minimum Tax. (IRC Section 56)

**Basis** — Business owners who use a Cross-Purchase Agreement will receive a stepped-up basis in their individual cost basis of the business. Accordingly, a smaller capital gain will be recognized when their interest is sold.

If an Entity Purchase agreement is used, the remaining business owners do not receive the advantage of the stepped-up basis.

## General Underwriting Guidelines

In order for a Buy-Sell policy to be issued, the insured's business must meet the following Underwriting Guidelines:

- Minimum number of owners is two and the maximum is five<sup>1</sup>
- Minimum percent of ownership is 20%<sup>i</sup>
- Single person or sole business owners are not eligible
- Businesses which have more than one owner, but desire Buy-Sell on only one owner, are not eligible (if other owner is a decline, special consideration will be given)
- All eligible owners of the business must apply for coverage in the same proportion as their business ownership
- Minimum number of years in the business:
  - Business should be in existence for at least three years
  - Service professionals joining existing business, e.g., MD, Attorney — one year
- Closely held family businesses involving siblings or cousins are eligible for Buy-Sell
- Husband and wife, or parent and child businesses **not** considered

<sup>1</sup> We will consider, on a case by case basis, businesses with up to 10 owners with at least 10% interest in the business; for businesses with more than 10 owners and an existing agreement, please contact your underwriter for consideration.

## New Starting Professional Limits

Medical, dental, and attorney professionals may apply for the Buy-Sell amounts below. Starting professionals, with an ownership interest in the business of at least 10% and a base salary amount that covers the professional amount suggested, will receive consideration on a case-by-case basis. Additionally, the starting professional must be joining an existing firm with disability Buy-Sell in force with original owners.

### STARTING PROFESSIONAL PROGRAM – BUY-SELL LIMITS

Occupation	Issue Limit Lump Sum
Actuary	\$250,000
Architect	\$250,000
Attorney	\$500,000
CPA	\$250,000
Dentist	\$500,000
Economist/Statistician	\$250,000
Engineer	\$250,000
Optometrist	\$250,000
Physician	\$500,000
Podiatrist	\$250,000
Psychologist	\$250,000
Veterinarian	\$250,000

## Disability Business Buy-Sell

### ISSUE AND PARTICIPATION LIMITS

Elimination Period	Maximum Lump Sum (1)		Benefit Period	Maximum Monthly Indemnity Periodic Pay (1)		Total Pay-Out Limit (1, 2)	
	5A/5P, 4A/4P, 3P	3A, 2A		5A/5P, 4A/4P, 3P	3A, 2A	5A/5P, 4A/4P, 3P	3A, 2A
365 days	\$1,500,000	\$1,000,000	2 Years	\$72,920	\$52,100	\$1,750,000	\$1,250,000
			3 Years	\$48,610	\$34,725	\$1,750,000	\$1,250,000
			5 Years	\$29,167	\$20,835	\$1,750,000	\$1,250,000
540 days	\$1,750,000	\$1,250,000	2 Years	\$104,165	\$62,500	\$2,500,000	\$1,500,000
			3 Years	\$69,445	\$41,670	\$2,500,000	\$1,500,000
			5 Years	\$41,665	\$25,000	\$2,500,000	\$1,500,000
730 days	\$2,250,000	\$1,250,000	2 Years	\$125,000	\$62,500	\$3,000,000	\$1,500,000
			3 Years	\$83,340	\$41,670	\$3,000,000	\$1,500,000
			5 Years	\$50,000	\$25,000	\$3,000,000	\$1,500,000

<sup>1</sup> In Florida and Puerto Rico, Physicians/Dentists are limited to 60% of the maximum published I & P limits. All other occupations are eligible for 100% of the maximum published I & P limits.

<sup>2</sup> This is the Maximum Disability Buy-Sell amount which can be written combining Lump Sum and Periodic Pay, or as total Periodic Pay. When combining Lump Sum and Periodic Pay, the maximum Periodic Pay is the difference between the Lump Sum and the Total Pay-Out, divided by the number of months in the Periodic Pay benefit period.

### Monthly Benefit Funding (Minimum Based on Benefit Period)

Benefit Period	Monthly Benefit
2 years	\$4,167
3 years	\$2,778
5 years	\$1,667

## How the Valuation & Calculation Process Works

### Business Valuation

Part of the underwriter's role in evaluating the Buy-Sell risk is to determine if the amounts applied for are reasonable relative to the value of the business. This is the most important process of underwriting disability Buy-Sell coverage. The process of business valuation is based on the underwriter's assessment of economic and financial conditions, industry and market data, and the financial condition of the business being insured. The Buy-Sell evaluation attempts to assess a reasonable value for the business in the event of a forced sale resulting from the disability of a principal in the business.



## Buy-Sell Calculation Methods

To efficiently and accurately determine the benefit amount available of the prospective business, we have streamlined our Buy-Sell calculations into two basic methods. Please contact your underwriter who will prepare the calculations for you upon receipt of required financial information. The following will assist you in determining which method might be most appropriate for your client:

### Personal Services

- Accountants
- Actuaries
- Architects
- Attorneys/Engineers — Consulting only
- Insurance Agents
- Other Consultants

### Professional Services

- All Medical Professionals
- Dentists

### Non-Service Businesses

- Retailers
- Wholesalers
- Manufacturers

**Personal and Professional Services** — Concentrates on the business' most valuable asset, which is considered to be the skills of its owners. Method for calculating the eligible benefit amount for these businesses relies mainly on performance of the individuals and their income.

**Non-Service Businesses** — Concentrates on those businesses that manufacturer and/or sell goods, not services. Method for calculating the eligible benefit amount for these businesses relies much more on the performance of the business over time, and much less on the incomes of its owners.

## Calculations

### Method 1 — Personal and Professional Services<sup>1</sup>

#### Insurable Estimate

- **Owners' Annual Salaries PLUS**
- **Business Profit/Loss x 3**
- The sum of the salaries **plus** profit/loss **x3** equals the business' total **Insurable Estimate**

#### Example

Law Practice with two Principals.

Each has equal ownership in the business.

Owners' Salaries	\$500,000
Business Profit	\$50,000

<sup>1</sup> May consider Net Book Value if provided

### Personal and Professional Services Worksheet

1. Owners' Salaries \$500,000
2. Plus Business Profit/Loss \$50,000
3. Subtotal = \$550,000
4. x 3
5. **Insurable Estimate = \$1,650,000**

#### DETERMINING BUY-SELL BENEFIT AMOUNTS

Benefit Period	Insurable Estimate <sup>1</sup>	X% of Ownership	= Individual Indemnity <sup>2</sup>
Lump-Sum	\$1,650,000	50%	\$825,000
2 years	\$1,650,000	50% divided by 24 mos.	\$34,375
3 years	\$1,650,000	50% divided by 36 mos.	\$22,917
5 years	\$1,650,000	50% divided by 60 mos.	\$13,750

<sup>1</sup> Round to nearest \$5,000.

<sup>2</sup> Refer to overall Issue and Participation Chart.

Individual Indemnity is within our overall Issue and Participation Limits.

## Method 2 — Non-Service Businesses

### Calculating Insurable Estimate

- **25% of the Owners' Annual Salaries** plus business profit/loss
- Multiply this by the **Multiple of Earnings Factor**
- Add to this amount the **Net Book Value** (minus Goodwill) to determine **Insurable Estimate**

### DETERMINING THE MULTIPLE OF EARNINGS FACTORS

	Best (9-10)	Good (7-8)	Acceptable (5-6)
<b>Type of Business</b>	5A/5P or 4A/4P professional or well established marketing, hi-tech firms	Consulting businesses, other service industry firms	Construction, automotive, restaurants, trucking
<b>Length of Time in Business</b>	Over 6 years	4-6 years	Less than 4 years
<b>Financial Stability</b>	Increasing profits and book value	Stable book value, no losses	Losses or financial reversals
<b>Growth</b>	Over 10%	1-10%	0%

In order to determine what multiple is used, MassMutual will first review the business type. The type establishes the range for what multiple might be used. For example, if a restaurant is being evaluated, it is not likely that the multiple will exceed 4; on the other hand, marketing firms are generally more favorable and have the opportunity to receive the highest multiple.

Next, the length of time in business is noted which, in conjunction with the accompanying financials, provides a historical perspective on how the business has fared. In reviewing the financials, the following is reviewed:

- Growth/decline in sales
- Growth/decline in gross profit
- Growth/decline in available income (i.e., net income **plus** officer salaries)

Finally, the producer's cover letter and any other information (e.g. notes to financial statements, company web site) that will help us to further evaluate insurable value is considered.

### Example

7-year-old Hi-Tech Firm with 2 principals. Each has equal ownership in the business.

Owners' Salaries

- \$250,000

Business Profit/Loss

- \$100,000

Net Book Value

- \$500,000

## NON-SERVICE BUSINESS WORKSHEET

YEAR 1 (Most recent)	
Multiply Owners'	(\$250,000 x .25)
Annual Salaries by 25%	\$62,500
Business Profit/Loss	\$100,000
Adjusted Net Profit	\$162,500
Weight Factor	x 100%
Weighted, Adjusted Net Profit – Year 1	\$162,500
Multiply by Multiple of Earnings Factor (5 to 10)	x10 = \$1,625,000
Net Book Value	\$500,000
Net Worth/Insurable Estimate	\$2,125,000

## DETERMINING BUY-SELL BENEFITS

Benefit Period	Insurable Estimate <sup>1</sup>	X% of Ownership	= Individual Indemnity <sup>2</sup>
Lump-Sum	\$2,125,000	50%	\$1,062,500
2 years	\$2,125,000	50% divided by 24 mos.	\$44,270
3 years	\$2,125,000	50% divided by 36 mos.	\$29,514
5 years	\$2,125,000	50% divided by 60 mos.	\$17,708

<sup>1</sup> Round to nearest \$5,000

<sup>2</sup> Refer to overall Issue and Participation Chart

Individual Indemnity is within our overall Issue and Participation Limits.

## MODAL FACTORS

Type	Factor	Fee
<b>List Bill</b>		
Annual List Bill	100.00%	\$50.00
Semi-Annual List Bill	52.00	\$27.00
Monthly List Bill	8.65	\$5.50
<b>Direct Bill</b>		
Annual Direct Bill	100.00	\$50.00
Semi-Annual Direct Bill	52.00	\$27.00
<b>PAC</b>		
Monthly PAC	8.80	\$5.50

See [pages 5-89](#) and [5-90](#) for additional information regarding billing.

## FLORIDA MODAL FACTORS FOR BUY-SELL

Type	% Annual Premium	Policy Fee
<b>List Bill</b>		
Annual List Bill	1.0000	\$50.00
Semiannual List Bill	0.5200	\$26.00
Quarterly List Bill	0.2625	\$13.13
10 Pay List Bill	0.1060	\$5.30
Monthly List Bill	0.0875	\$4.38
13 Pay List Bill	0.0810	\$4.05
24 Pay List Bill	0.0440	\$2.20
26 Pay List Bill	0.0405	\$2.03
52 Pay List Bill	0.0204	\$1.02
<b>Direct Bill</b>		
Annual Direct	1.0000	\$50.00
Semiannual Direct	0.5200	\$26.00
Quarterly Direct	0.2650	\$13.25
Monthly Direct	0.090	\$4.50
<b>PAC</b>		
Quarterly PAC	0.2625	\$13.13
Monthly PAC	0.0890	\$4.45
<b>Individual Bill</b>		
Annual Individual List Bill	1.0000	\$50.00
Semiannual Individual List Bill	0.5200	\$26.00
Quarterly Individual List Bill	0.2650	\$13.25
Monthly Individual List Bill	0.0890	\$4.45

See [pages 5-89](#) and [5-90](#) for additional information regarding billing.

## Buy-Sell

### MEDICAL REQUIREMENTS

Total Pay-Out	Ages	
	18–45	46–60
\$100,000 – \$300,000	CMI <sup>1</sup> Oral Fluids	CMI <sup>1</sup> Blood Profile/Urine Physical Measurements
Greater than \$300,000	Tele-CMI Blood Profile/Urine Physical Measurements	Tele-CMI Blood Profile/Urine Physical Measurements

<sup>1</sup> Tele-CMI, Blood Profile/Urine and Physical Measurements required at \$1, for PR

## Buy-Sell

### FINANCIAL REQUIREMENTS

Amounts	Business Type
	Professional & Personal Services and Non-service businesses
Applied for and inforce \$1,000,000 and below	Most recent Business Return <sup>1</sup> to include all schedules and attachments OR Reviewed/Audited Financial Statement.
Applied for and inforce \$1,000,001 and above	Last 2 years Business Returns <sup>1</sup> to include all schedules and attachments OR Reviewed/Audited Financial Statement. (2 years)

<sup>1</sup> Business Returns required

<sup>2</sup> For Limited Liability Companies — request tax form filed by business.

### Buy-Sell Identification Number (BIN) Form

In order for MassMutual to track the submission of the formal Buy-Sell Agreement, it is necessary that a separate Buy-Sell Identification Number be established. Complete a Group Billing Form, form **F6748**, and fax to the Multi-Life Service Unit prior to sending applications to a New Business. Form **F6748** is available in FieldNet.

## Benefit Payout Schedule

### Maximum Benefit Periods Allowed for a Disability with a To Age 65

Benefit Period are as follows:

**If Disability begins:**

Before Age 61 .....	To Age 65
At Age 61, but before Age 62 .....	48 Months
At Age 62, but before Age 63 .....	42 Months
At Age 63, but before Age 64 .....	36 Months
At Age 64, but before Age 65 .....	30 Months

### Maximum Benefit Periods Allowed for a Disability with a 10-Year

Benefit Period are as follows:

**If Disability begins:**

Before Age 55 .....	120 Months
At Age 55, but before Age 61 .....	To Age 65
At Age 61, but before Age 62 .....	48 Months
At Age 62, but before Age 63 .....	42 Months
At Age 63, but before Age 64 .....	36 Months
At Age 64, but before Age 65 .....	30 Months

### Maximum Disability Benefits Payable for 5-Year

Benefit Period are as follows:

**If Disability begins:**

Before Age 61 .....	60 Months
At Age 61, but before Age 62 .....	48 Months
At Age 62, but before Age 63 .....	42 Months
At Age 63, but before Age 64 .....	36 Months
At Age 64, but before Age 65 .....	30 Months

### Maximum Disability Benefits Payable for To Age 67

Benefit Period are as follows:

**If Disability begins:**

Before Age 64 .....	To Age 67
At Age 64, but before Age 65 .....	36 Months

### Maximum Benefit Periods for Total Disability To Age 70 Benefit Period<sup>1</sup>

**If Total Disability begins:**

Before Age 65 .....	To Age 70
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### Maximum Benefit Period for Disability If Policy Continued At Age 65

At or after Age 65, but before Age 75 .....	24 Months
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<sup>1</sup> Available with Radius Choice only.

## Disclosure Statement About Our Policies Premium Payment Options

### Please Read This Information Carefully

As a policyholder of MassMutual, you have the right to choose among four payment plan options for paying your annual premium. Each payment option, other than annual, costs more money. Among our policyholders, the additional cost varies depending upon the type of policy and its original issue date. A generic description of the payment options and range of costs, expressed as dollars and as annual percentage rates, are described below.

### Premium Payment Options

You may pay premiums once a year (annually), twice a year (semi-annually), or four times a year (quarterly) or twelve times a year (monthly).

If you pay your annual premium by installments, there will be an additional charge.

- a. If you pay semi-annually, the additional charge equals an annual percentage rate (APR) in the range of 8.2% to 18%. This would amount to an additional annual charge in the range of \$20 to \$43 on an annual premium of \$1,000.
- b. If you pay quarterly, the additional charge equals an annual percentage rate (APR) in the range of 2.4% to 23.7%. This would amount to an additional annual charge in the range of \$9 to \$88 on an annual premium of \$1,000.
- c. If you pay monthly, the additional charge equals an annual percentage rate (APR) in the range of 4.3% to 22.1%. This would amount to an additional annual charge in the range of \$20 to \$103 on an annual premium of \$1,000.

There may be other premium payment options available on certain products. Please contact MassMutual at **1-800-272-2216** for more information. If you would like to know the exact dollar amount of the additional charge or the Annual Percentage Rate that you are paying because you pay your annual premium in installments, you may access our “Modal Charge Disclosure and Annual Percentage Calculator” link at [www.MassMutual.com/calculators](http://www.MassMutual.com/calculators) and follow the simple instructions. Alternatively, you may call this toll free number **1-800-272-2216** and we will provide you with the information.



## How To Change Your Premium Payment Option<sup>1</sup>

You also have the right to change this option during the lifetime of your policy. In order to make a change, you must either:

- Inform your MassMutual agent that you wish to change the premium payment frequency for your policy; or
- Notify MassMutual in writing via regular mail (MassMutual Financial Group Customer Service Hub at 1295 State Street, Springfield, Mass. 01111-0001) or e-mail ([www.MassMutual.com](http://www.MassMutual.com)) that you wish to change the premium payment frequency for your policy's premiums. Be sure to include in the letter the policy number for which you wish to change the premium payment frequency; or
- Contact a MassMutual Customer Service Representative at **1-800-272-2216** and inform the representative that you wish to change the premium payment frequency for your policy.

<sup>1</sup> If your premium is paid through a payroll deduction, there may be limitations on your ability to change the payment option. Contact your MassMutual agent to determine if your premium payment option can be changed.

This notice does not change any of the terms of your MassMutual policy.

Massachusetts Mutual Life Insurance Company and affiliates Springfield, MA 01111-0001

COR4565 504

# California Product Information

## Choosing Your Target Market

One of MassMutual's strengths is our comprehensive product portfolio that enables producers to provide high quality disability income products to diverse markets. We help individuals meet their unique and changing income protection needs throughout their working years with products and services for wage-earners and business owners alike. While our top-of-the-line products are geared more for the highly skilled, affluent professionals, we also have products suitable for more modest incomes.

**All references to 12, '06 and '98 refer to a particular policy series. These are not policy names and should not be used in marketing or advertising materials. This information is being provided in summary form. If there are any discrepancies between this manual and information in relevant policies, the policy documents will govern. For complete details of any policy please refer to the policy form.**

# Radius® Policy Information – Available in California for Guaranteed Standard Issue business only.

## Radius® 12

Content provided is for reference purposes only. Titles including “Definition” are actual definitions from the contract; all other materials are not. Please refer to the policy for the complete set of definitions and contract provisions.

Radius is MassMutual’s flagship product for individual and small multi-life sales. Radius is extremely flexible and can be customized to meet a vast spectrum of customer needs. By using benefit riders, you have the ability to help meet your client’s unique needs, while maintaining the flexibility to align coverage with the amount of premium commitment your client is able to make. **Not all features described in this section are applicable to CA Radius Guaranteed Standard Issue policies. Please contact your Worksite representative for information about Worksite products.**

### RADIUS® 12 SPECIFICATIONS

Issue Age	18-60
Occupation Class	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
Elimination Periods	60, 90, 180, and 365 days
Maximum Benefit Periods	<ul style="list-style-type: none"> <li>• 2 years</li> <li>• 5 years</li> <li>• 10 years — Available with Radius 98 — all changes, Radius 06 — Decrease in risk only</li> <li>• to Age 65</li> <li>• to Age 67 — Available with Radius 98, not Radius ‘06</li> </ul>
Premium	<ul style="list-style-type: none"> <li>• Individual: Sex Distinct</li> <li>• Association: Sex Distinct</li> <li>• Employer-pay/endorsement: Unisex</li> <li>• Rates are level premium or graded premium</li> <li>• California has a premium surcharge               <ul style="list-style-type: none"> <li>– 25% for Individual cases, Class 5A</li> <li>– 30% for all other occupation classes</li> <li>– 30% for Association and multi-life cases, all classes</li> </ul> </li> </ul>

**RADIUS® 12 SPECIFICATIONS**

Tobacco Use	35% Surcharge*
Discounts	<ul style="list-style-type: none"> <li>• 5% First Year Life/DI Cross Sell</li> <li>• 10% Association discount</li> <li>• 25% Multi-life discount 3+ lives</li> <li>• 35% Multi-life discount 101+ lives, employer-paid</li> <li>• Student and Residence: 25%, 35%</li> <li>• Spouse: 10%</li> </ul>
Minimum Annual Income Requirements	<ul style="list-style-type: none"> <li>• Individual/Association all Classes — \$16,000</li> <li>• Multi-life all Classes — \$16,000</li> </ul>
Minimum Policy Size	\$500/Month base or \$300/Month base with \$200 GSR or \$200 SIR

\* For nicotine use, a factor of 1.35 is applied. The nicotine surcharge will be included for cigarettes, cigars, pipe smokers, chewing tobacco, the nicotine patch and nicotine gum.

## Policy Description

### Non-cancelable, Guaranteed Continuable to Age 65

The policy is non-cancelable, guaranteed continuable to age 65 and convertible to a conditionally renewable policy as long as the insured is working 30 hours per week and is not disabled.

Premiums upon conversion are based on the insured's attained age, occupation and rates in effect at the time of conversion.

### Definition of Total Disability

As a result of Sickness or injury, the Insured is not able to perform with reasonable continuity the Substantial and Material Acts necessary to perform his/her Usual Occupation in the usual and customary way and the Insured chooses not to work at any occupation.

### Definition of Presumptive Total Disability

The Insured is Presumptively Totally Disabled when Sickness or Injury causes a total loss of:

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

### Disability Benefits Total Disability

Benefits will be paid based on the total disability benefit shown in the policy specifications if the insured is totally disabled.

## Presumptive Total Disability

While the policy is in force, if the insured:

- suffers a presumptive disability, and
- is under a doctor's care,

then full total disability benefits will be paid following the earlier of the elimination period or 90 days for total disability. If medical evidence deems the loss to be total and irrecoverable, full total disability benefits will be paid immediately. We will waive the requirement of doctor's care, elimination period and requirement that the insured is not working.

## Definition of Mental Disorder

Mental Disorder means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM), published by the American Psychiatric Association, most current as of the date of Disability. Mental Disorder includes, but is not limited to a mental, emotional, or behavioral disorder, or a disorder related to stress or to substance abuse or dependency, unless such substances were administered under the advice of a physician. If the DSM is discontinued or replaced, Mental Disorder will include those disorders classified in the diagnostic manual then in use by the American Psychiatric Association as of the date of Disability.

## Mental Disorder Limitation

The maximum benefit period for each period of disability caused by a mental disorder is 24 months, with no aggregate lifetime limit. However, if the insured remains disabled, and is confined to a hospital for the mental disorder, and under the care of a doctor, additional monthly benefits will be paid up to the elected maximum benefit period.

Note: This limitation can be waived under the Maximum Benefit Period Endorsement, available only on employer-pay cases of 20 or more lives with approval from a multi-life underwriter. There is an additional cost associated with this endorsement.

## 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 at least a "To Age 65" maximum benefit period, it is considered a recurring disability and a new elimination period is not required. A recurring disability is also an unrelated disability that begins less than 30 days after the insured returns to work full time in his/her occupation or another occupation, which is consistent with his/her education, training, and experience. Benefits paid for a recurring disability are treated as a continuation of the prior period for which benefits are paid.

Note: For disability benefits with a maximum benefit period less than to age 65, a recurring disability is a related disability which starts less than six months after a period of disability ends. Some states allow only a six-month recurrent period regardless of the maximum benefit period.

## Rehabilitation Benefits

We will reimburse the insured for expenses he/she has actually paid and which are required for a Rehabilitation Program, if:

- We conditionally approve the Rehabilitation Program in writing before the insured begins to participate in it. Our 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.

We will periodically review the Insured's participation in the agreed upon Rehabilitation Program. Our continued financial support will be based on the Insured's reasonable progress towards completion of the Rehabilitation Program.

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

## Waiver of Premium

After 90 days of total disability and/or partial disability if a partial disability rider is purchased, we will waive premiums for as long as the insured remains disabled. Any premiums paid during that 90-day period will be refunded.

## Dividends

Dividends may become payable at the end of the fifth policy year (if available). There is only one dividend option available, cash. In California, dividends (if available) are payable at the end of the 6th policy year. Dividends are not guaranteed. We currently do not illustrate dividends on Radius GSI policies.

## Lapse

If an unpaid premium in default is not paid (or waived) by the end of the 31-day grace period, the policy will lapse without value as of the due date of that unpaid premium and the insurance will terminate.

## Reinstatement

The owner may reinstate the policy after it has lapsed up to 12 months by paying the back premiums that are due. We may require an application and proof of insurability to reinstate the policy. The reinstated policy will only cover disabilities caused by injuries that occur after the reinstatement is effective. It will only cover disabilities caused by sickness that first appears (makes itself known) more than 10 days after the date the reinstatement is effective.

## Conversion Privilege at Expiration Date

If the insured is working at least 30 hours per week on the policy's expiration date and is not disabled, conversion may be made to a disability income policy we issue for persons over age 65 at that time. Prior to expiration of Radius, the insured will receive a Conversion Option notification and application for conversion. Converted coverage may be continued for life, as long as the insured is not disabled and is working full time on each renewal date. Renewal beyond age 65 is on a conditionally renewable basis at attained age rates in effect on each renewal date. There is no medical underwriting required.

## Claim Forms

After We receive notification of the Insured's Disability, We will send a claim form. If such form is not furnished within 15 days after We receive notice of claim, You can comply with this request by providing us with written proof covering the occurrence, character and extent of loss for which a claim is being made.

## Proof of Disability Requirements

In order for Us to pay benefits, We must receive within 90 days after each Monthly Benefit claimed, proof of Disability, and proof of any Loss of Income, if applicable, and any other proof required to substantiate the claim.

If it is not possible to send it within 90 days, send it as soon as reasonably possible. Your claim will not be reduced because of the delay, but We will not accept proof of loss later than 1 year after it was due. We will make an exception if You were not then competent to make the claim.

Proof of continuing Disability must be furnished monthly or at intervals as We may require.

If necessary to determine eligibility for benefits, We may also require satisfactory proof of the Insured's Income before and during the Disability. This proof may include, but is not limited to, copies of the Insured's W-2 form(s) and/or income tax returns.

If necessary to determine eligibility for benefits, We may require the submission of financial records of the Insured relating to the documentation of Pre-Disability Income, Income, Current Income and Loss of Income. If the Insured owns any portion of any profession or business, including any corporation, and it is necessary to determine eligibility for benefits, We may also require the submission of financial records of that profession, business or corporation. This will be required as often as is reasonably necessary during the Disability.

At reasonable intervals, We may require the Insured to be examined by Doctors We choose. We will pay for any examination We may require. If the Insured unreasonably fails to submit to such examination, We will stop paying benefits.

## Disabilities Not Covered

We do not cover Disabilities caused or contributed to by:

- war, whether declared or undeclared;
- caused or significantly contributed to by pregnancy or childbirth<sup>1</sup>; or
- caused or contributed to by an intentionally, self-inflicted injury.

We will not pay Policy benefits for any period the Insured is incarcerated after being convicted of a crime.

<sup>1</sup> Removed for multi-life cases.

## Right to Suspend Policy

If the insured enters full time active duty in military service (other than active duty or training lasting three months or less), the owner may suspend a disability income insurance policy. Written request for suspension is required. The policy will be suspended as of the date MassMutual receives the written request.

A pro rata part of any premium paid for a period beyond the date of suspension will be refunded. During suspension the policy will not be in force. No benefits of any kind will be available; no premiums will be required; no dividends will be payable. When military service ends, the owner may place the policy back in force according to the terms of the policy. After the policy has been placed back in force it shall not cover any disability due to injury which occurred, or sickness which first manifested itself, during a period of suspension. It will cover disabilities caused by a sickness that first appears more than 10 days after restoration is effective.

## Right to Apply for Additional Benefits

Additional benefits can be applied for at any time while this policy is in force and the insured is not disabled. A new application and proof of medical and financial insurability is required.

Premiums will be based on attained age, current rates and our published underwriting limits in effect at the time of application for additional benefits. We will provide a new policy based on the current product being offered in the insured's contract state at the time of application for additional benefits.

The insured must qualify for the minimum benefit amount under our current product offering at the time of application. The maximum additional benefits the insured can buy are based on our current published underwriting limits in effect at the time the insured applies for additional benefits.

## Premium Refund at Death

That part of any premium paid for a period beyond the end of the Policy month in which the insured dies will be refunded. This provision does not apply to any premium that was waived.



## Pre-Existing Condition Limitation

The Insured is not covered for a Disability caused or substantially contributed to by a pre-existing condition or medical or surgical treatment of a pre-existing condition.

The insured has a pre-existing condition if:

The insured suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in the application (i) for which the Insured received a physician's advice or treatment within 2 years before the effective date, or (ii) which caused symptoms within 1 year before the effective date for which a prudent person would usually seek medical advice or treatment; and

The disability caused or substantially contributed to by the condition begins in the first 2 years after the Effective date of coverage under the policy.

## Mandatory Rider

### Extended Partial Disability Benefit Rider (EPR)

The Insured is Partially Disabled if he/she is not Totally Disabled and that while actually working in his/her Usual Occupation or another occupation, as a result of Sickness or Injury he/she is unable to earn more than 85% of his/her Pre-Disability Income.

There is a separate cost associated with this rider.

#### EPR SPECIFICATIONS

<b>Issue Ages</b>	18-60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Elimination Periods</b>	<ul style="list-style-type: none"> <li>• 60, 90, 180, 365 days</li> <li>• Must be same as base policy</li> </ul>
<b>Benefit Periods</b>	<ul style="list-style-type: none"> <li>• 2 years, 5 years, 10 years and To Age 65, To Age 67</li> <li>• Must be same as Base policy</li> </ul>
<b>Benefit Amount</b>	<ul style="list-style-type: none"> <li>• Equals the base coverage + SIR</li> <li>• Includes Recovery Benefit</li> <li>• Increased through FIO</li> </ul>

## Partial Disability Benefits

The insured is eligible for benefits under the EPR if they are partially disabled and, during the elimination period:

- Has been partially disabled and unable to earn 85% of 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 the Disability; or
- 2) Can perform with reasonable continuity all of 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 less the elimination period, a minimum 50% of the EPR monthly benefit will be paid if the insured is partially disabled. More than 50% will be paid if the insured's loss of income due to the disability is greater than 50% and 100% of the EPR monthly benefit will be paid if the loss of income due to the disability is greater than 75%.

Starting with the 13th month of partial disability a proportionate EPR monthly benefit will be paid for a 15% to 75% loss of income due to the disability if the insured is partially disabled and 100% of the EPR monthly benefit will be paid if the loss of income due to the disability is greater than 75%.

## Recovery Benefit

After a period of total disability or partial disability payments, a recovery benefit will be paid provided the insured's loss of income is at least 15% of pre-disability income and loss of income is directly related to the current disability. The recovery benefit will be paid through the 6th month following the insured's full recovery and return to work.

We will periodically reevaluate the relationship between the insured's loss of income and the previous disability to determine if a 15% loss of income exists. As long as the loss remains, we will continue to pay a monthly income not to exceed the maximum benefit period for partial disability.

## Optional Riders

Rider attachment is subject to MassMutual's rules and regulations in effect when application is made. The following riders are only available for Radius 12:

1. **CAT** – Catastrophic Disability Benefit Rider
2. **COLA** – Cost Of Living Adjustment Rider 3%
3. **FIO** – Future Insurability Option
4. **GSR** – Group Supplement Disability Benefits Rider
5. **HIV** – HIV Rider
6. **OWN OCC** – Own – Occupation Rider
7. **RGR** – RetireGuard Rider
8. **SIR** – Social Insurance Rider
9. **STR** – Short Term Disability Benefits Rider

## CAT – Catastrophic Disability Benefit Rider

The Catastrophic Disability Benefit Rider (CAT Rider) provides benefits that cover up to 100% of pre-disability earned income when combined with a base policy. It is a total only disability benefit and terminates when the insured reaches age 65. There is an additional cost for this rider.

### CAT SPECIFICATIONS

<b>Issue Ages</b>	18-60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Waiting Periods</b>	60 days, 90 days, 180 days, 365 days Waiting periods: <ul style="list-style-type: none"> <li>• Cannot be less than the waiting period of the base contract. If the policy is issued with the COLA rider then the waiting period of the CAT must match the base waiting period</li> <li>• If the insured qualifies for a benefit based on a complete &amp; irrecoverable presumptive disability, then the waiting period is waived</li> </ul>
<b>Benefit Periods</b>	<ul style="list-style-type: none"> <li>• 2 years, 5 years, 10 years, To Age 65, To Age 67</li> <li>• Benefit period can be less than, greater than or equal to the base policy benefit period. Exception: If the policy is issued with the COLA rider (or added after issue), then the benefit period of the CAT must match the base benefit period</li> </ul>
<b>Minimum Rider Amount</b>	\$300/mo.
<b>Maximum Rider Amount</b>	\$12,000/mo.
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard</li> <li>• Available on Radius 12, Radius 98</li> <li>• FIO will not apply to the Catastrophic rider; the insured will not be allowed to use their FIO pool to purchase additional CAT</li> </ul>

## Definition of Catastrophic Disability or Catastrophically Disabled

The Insured's condition meets the definition of Presumptive Disability.

(1) The definition of Presumptive Disability, as defined in Your Policy, 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, or both feet, or one hand and one foot.

The CAT Rider in California covers Presumptive Disabilities only. It does not cover Total Disability with the inability to perform two Activities of Daily Living or with Severe Cognitive Impairment.

### 1. COLA – Cost of Living Adjustment Rider – 3%

The purpose of the COLA rider is to help benefits keep pace with inflation in the event of a disability lasting longer than 12 months. Increases start to accrue after the insured is disabled for 12 months or the full elimination period, whichever is longer. Increases are compounded at 3 percent and there is no limit to the number of adjustments that may be made under the COLA rider. There is an additional cost for this rider.

#### COLA SPECIFICATIONS

<b>Issue Ages</b>	18-60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Availability</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard policies</li> <li>• Available on Base policy only</li> <li>• Will increase benefits under Base, Extended Partial Rider, OWN OCC Rider, SIR and CAT</li> </ul>
<b>Increase Amount</b>	3% Compounded – No Cap
<b>Benefit Period</b>	10 years, To Age 65, To Age 67

Upon recovery from a period of disability for which COLA adjustments were made, the insured has the right to purchase the additional monthly benefits created through COLA increases. This coverage can be purchased using current attained age rates (rates in use at the time of purchase of the additional coverage) for the insured's current occupation class applicable at time of purchase of additional coverage. The current occupation class may differ from the occupation class at time of original issue of COLA. Purchase can be made, if the insured:

- Returns to work full time at least 30 hours per week at an occupation consistent with their education, training or experience;
- Has not reached his/her 60th birthday
- Applies within 90 days after the disability ends.

This increase in coverage may be purchased without evidence of medical or financial insurability.

## 2. FIO – Future Insurability Option Rider

This rider allows the insured to increase the amount of monthly disability coverage as his/her income increases before disability. At issue, the FIO creates a pool of benefits which will be available during annual option periods to increase coverage. Increases to coverage using the FIO rider require financial underwriting only. The insured cannot be disabled. There is an additional cost for this rider.

### FIO SPECIFICATIONS

<b>Issue Ages</b>	18-55
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Maximum Pool Size</b>	<ul style="list-style-type: none"> <li>• Issue Age 18-50 = 2 x (Base + SIR) to a maximum of \$10,000</li> <li>• Issue Age 51-55 = 50% x (Base + SIR) to a maximum of \$10,000</li> </ul>
<b>Minimum Pool Size</b>	\$500
<b>Maximum Exercisable Amount</b>	<ul style="list-style-type: none"> <li>• Through age 50 = 1 x base</li> <li>• After age 50 = one half the initial monthly benefit x Base</li> </ul>
<b>Minimum Exercisable Amount</b>	\$100
<b>Availability</b>	<ul style="list-style-type: none"> <li>• 90 days before each option date up to insured's 60th birthday</li> <li>• Option date may be different than policy anniversary</li> <li>• Available on standard and substandard policies</li> <li>• Issue and Participation limits are guaranteed (at time of option the insured will receive the more favorable of the original I + P limits or the current I + P limits)</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• Premium Increases are calculated on an attained age basis</li> <li>• FIO applies to the base policy (total and extended partial benefits),</li> <li>• Cost of Living Adjustment Rider, OWN OCC Rider Short Term Riders, SIR and EPR</li> <li>• The rider will terminate if less than \$100 remains in the FIO pool</li> </ul>

The FIO “pool” amount can be increased, subject to maximum benefit amounts with financial and medical underwriting, during any option period prior to age 55. Current underwriting guidelines will apply and the entire original pool must be depleted before considering.

If the insured is disabled during the option period, he/she may apply for the increased benefits upon recovery if any option periods remain.

An option period occurs each year through age 60. During an option period, the insured may apply to purchase additional benefits from the FIO pool. We will require financial documentation to provide evidence of insurability as well as information about other disability income benefits in force or applied for. The insured must not be disabled.

If the insured's risk class at the time of application for additional benefits is more favorable, we will use the more favorable class when issuing the benefits. If the risk class is less favorable at the time of application the insured will retain his/her original class.

### 3. GSR – Group Supplement Rider

This rider provides additional return-to-work benefits enhancing the benefits an insured receives from his/her group LTD plan during a partial disability. The GSR benefit is advantageous for the insured – it provides greater income protection in a return-to-work scenario. It is also advantageous for the employer by providing an incentive for his/her employees to return to work sooner from a disability. There is an additional cost for this rider.

#### GSR SPECIFICATIONS

<b>Issue Ages</b>	<ul style="list-style-type: none"> <li>• 18-60 includes COLA</li> <li>• 18-55 includes FIO</li> <li>• 56-60 does not include FIO</li> </ul>
<b>Occupation Classes</b>	5A, 5P, 4P, 3A, 3P, 2A and A
<b>Elimination Periods</b>	<ul style="list-style-type: none"> <li>• 60, 90, 180 and 365 days</li> <li>• Can differ from Base policy but cannot be less than the Base policy</li> </ul>
<b>Benefit Periods</b>	To Age 65, To Age 67 (LTD Plan must have To Age 65)
<b>Additional Features/ Information</b>	<ul style="list-style-type: none"> <li>• FIO and COLA Riders built into GSR</li> <li>• Available on standard and substandard policies</li> <li>• GSR B not allowed on policies with the OWN OCC Rider</li> <li>• Minimum \$200 of GSR monthly benefit amount</li> <li>• Half Wrap – Max. monthly benefit amount = 50% Net LTD Benefit</li> <li>• Full Wrap – Max. monthly benefit amount = 100% Net LTD Benefit Group LTD Booklet must accompany application when considering Full Wrap.</li> <li>• GSR A &amp; B Elimination Period = Base EP on LTD for full wrap only</li> <li>• GSR A &amp; B Elimination Period = 365 days for half wrap only</li> </ul>

#### 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.

If the insured is Partially Disabled, we will pay the monthly payment for this coverage if during the elimination period:

- The insured has been partially disabled and is unable to earn at least 80% of pre-disability income; or
- The insured has been totally disabled for at least 30 days.

During the first 12 months of disability, any monthly payment will equal 50% of the monthly benefit for this coverage.

However, if we receive proof of loss of income of more than 50% of pre-disability income, the insured may qualify for a larger benefit. The monthly benefit will be determined as follows:

$$\text{Coverage A: Monthly Benefit} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$

If the loss of income is between 50% and 75%, the monthly payment will be determined as follows:

If the loss exceeds 75%, then the monthly benefit will be the amount shown in the policy specification page.

Beginning in the 13th month, if the loss of income is between 20% and 75% of pre-disability income, the monthly benefit will be determined as noted above. If the loss exceeds 75% of pre-disability income, we will pay the full monthly benefit.

## 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.

The monthly benefit is based on the insured's loss of income, based on the following coverage:

$$\text{Coverage B: Monthly Benefit} \times \frac{\text{Loss of Income}}{\text{Pre-Disability Income}}$$

## Features Included in GSR

**Future Insurability Option (FIO)** — This benefit is conditionally available based on underwriting and may be issued as part of the Group Supplement Rider as long as the issue age is less than 56. FIO allows the insured to apply during an option period for additional benefits. The insured must not be disabled.

**Cost of Living Adjustment (COLA)** — This benefit is conditionally available based on underwriting and may be issued as part of the Group Supplement Rider up to and including issue age 60. Issue ages greater than 60 will not include COLA. While the insured is disabled, we will make increases to the monthly benefit. No benefits accrue during the first 12 months that the insured is disabled or the full elimination period, whichever is greater. The increase to the GSR will be computed by multiplying the GSR monthly benefit by 5%. After every 12 months of monthly benefit payments, we will increase the monthly benefit payment again computed at 5% compounded.

## 4. HIV – HIV Rider

This rider provides monthly benefits should the insured test positive for HIV. Benefits will be paid whether the insured is working or not, whether he/she is symptomatic or not, and regardless of how the virus was contracted. The HIV rider is designed to provide a transitional benefit while a health care worker makes future career decisions. In order to be eligible for the HIV rider, the applicant must be a health care worker and have patient contact. There is an additional cost for this rider.

### HIV SPECIFICATIONS

<b>Issue Ages</b>	18-60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Elimination Period</b>	None
<b>Benefit Period</b>	2 years only
<b>Benefit Amount</b>	<ul style="list-style-type: none"> <li>• 2 x (base + SIR + GSR)</li> <li>• \$10,000/Month Maximum</li> <li>• \$2,000/Month Minimum</li> </ul>

The maximum monthly benefit amount available for issue is equal to two times the sum of the base benefit, the SIR and GSR up to a maximum of \$10,000 per month. The minimum amount is \$2,000 per month. The HIV rider is only available if two times the base benefit plus GSR equals \$2,000 or more.

The HIV rider is available for all classes with a maximum benefit period of 24 months. There is no elimination period and no doctor's care requirement.

Benefits are payable as soon as the insured tests positive for HIV in laboratories chosen by MassMutual and under the supervision of doctors chosen by MassMutual. This is a 10-year benefit and must be renewed on the policy's 10th anniversary.



## OWN OCC – Own-Occupation Rider

This Own-Occupation rider provides a Monthly Benefit when the Insured is totally disabled and is working in another occupation. There is an additional cost for this rider.

### OWN OCC SPECIFICATIONS

<b>Issue Ages</b>	18-60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A and 3P
<b>Waiting Period</b>	<ul style="list-style-type: none"> <li>• 60, 90, 180, 365 days</li> <li>• Must be same as the base policy</li> </ul>
<b>Benefit Period</b>	<ul style="list-style-type: none"> <li>• 2 years, 5 years, 10 years and To Age 65, To Age 67</li> <li>• Must be the same as base policy</li> <li>• If COLA exists on the policy, the OWN OCC Rider BP must be 10 years, To Age 65 and To Age 67</li> </ul>
<b>Benefit Amount</b>	<ul style="list-style-type: none"> <li>• Equals the base coverage + SIR</li> <li>• Increased through FIO</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard policies</li> <li>• Not available with GSR B, or, STR</li> </ul>

## Definition of Total Disability

The occurrence of a condition caused by a Sickness or Injury in which 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.

Modification to the Partial Disability Benefit provision when the Extended Partial Disability Benefits Rider is In Force.

## Modification to the Partial Disability Benefit provision when the Extended Partial Disability Benefits Rider is In Force

The following is added to the Partial Disability Benefits provision of the Extended Partial Disability Benefits Rider:

Monthly Benefit payments under this Own Occupation Rider will be in lieu of any Monthly Benefit under the Extended Partial Disability Benefits Rider equal to the Monthly Benefit for this Own Occupation Rider shown in the Policy Specifications. We will evaluate eligibility for Monthly Benefits under the Extended Partial Disability Benefits Rider for the amount, if any, that exceeds the Monthly Benefit of this Own Occupation Rider.

## Cost of Living Rider

The Monthly Benefit under this Rider will be included when determining the increase to the Monthly Benefit from the Cost of Living Rider if:

- the Cost of Living Rider is In Force on Your Policy;
- the Insured meets all of the requirements of the Cost of Living Rider; and
- the Insured fulfills the eligibility requirements to receive Monthly Benefits from the Own-Occupation Rider.

Following a period of Disability during which monthly increases were paid, You will have the opportunity to purchase additional Monthly Benefits for this Own Occupation Rider in accordance with the Cost of Living Rider, if In Force. The maximum additional Monthly Benefit available for this Rider will be computed by multiplying the:

- accrued percentage on which the last Cost of Living Monthly Benefit increase was based; and
- Own Occupation Monthly Benefit shown in the Policy Specifications.

## RGR – RetireGuard® Rider

RetireGuard® can help replace up to an amount equal to the retirement plan contributions (including both the employee's and employer's contributions) that would have been made to a client's eligible defined contribution plan if he/ she had not become totally disabled. It is not a retirement plan, nor a substitute for one. There is an additional cost for this rider.

### RGR SPECIFICATIONS

<b>Issue Ages</b>	18-60 Individual
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Waiting Period</b>	• 180 day and 365 days
<b>Benefit Period</b>	• 10 year, To Age 65, To Age 67
<b>Maximum Issue Limits</b>	• Match IRS maximum defined contribution limits; see FieldNet for current limits
<b>Other</b>	<ul style="list-style-type: none"> <li>• Available on standard and substandard</li> <li>• We will cover 100% of employee and employer contributions to the maximum on a non-taxable basis</li> <li>• We will cover 133% of employee and employer contributions to the maximum on a taxable basis</li> <li>• Minimum Rider Amount: \$100 (Must meet \$500 of Radius® minimum base benefit requirement. This can be all base, base plus SIR or base plus GSR)</li> </ul>

When insured with RetireGuard, during a period of total disability, MassMutual will pay benefits into an irrevocable trust. The trust offers different investment options at the time of claim so that a client can select the option that best meets his/her retirement goals. The proceeds of the trust are distributed in accordance with the terms of the trust which currently provides for the distribution of trust assets when the insured reaches age 65 or age 67 (depending upon the benefit period chosen).

Trust services are provided by The MassMutual Trust Company, FSB, a wholly owned subsidiary of MassMutual.

This rider is available under all base benefit periods (i.e. base benefit period of 2 years, 5 years, 10 years, To Age 65 and To Age 67).

## Total Disability

During the Elimination Period and for the first 24 months of Disability payments, Total Disability means that 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; thereafter, Total Disability means that as a result of Sickness or Injury the Insured is not able to engage with reasonable continuity in any occupation in which he/she could reasonably be expected to perform satisfactorily in light of his/her age, education, training, experience, station in life and physical and mental capacity.

## Optional Electives

- A) RetireGuard® COLA – 3%:** COLA may be elected on this rider. RetireGuard® COLA 3% will be separately defined on the policy specification page.
- Issue Ages – 18-60 for all occupation classes
- B) RetireGuard® FIO – FIO** may be elected on this rider (RetireGuard®-FIO). The pool amount would equal 2x the RetireGuard® Rider amount not to exceed \$7,500 in combination with base RetireGuard® coverage, but will not be less than \$500. Minimum exercisable option is \$100. The FIO pool amount is separate and distinct from the Radius® base policy and can only be used to increase the RetireGuard® Rider amount when financially qualifying.
- Issue Ages – 18-55 for all occupation classes
  - Option Period – Starting 90 days prior to each Option Date
  - Termination – On the policy anniversary date next following the insured's 60th birthday (FIO will no longer be included in the premium from age 60 on.)
  - Premium Impact – Would impact rider base and rider COLA
  - Increased Coverage – Applies to rider base and rider COLA

## General Information

This rider is available at issue.

In most cases, annual investment earnings on the disability benefits paid to the trust will be taxable to the insured. Also, if benefit payments are taxable (because the premium is employer-paid), then the insured will be required to pay taxes on monthly benefits paid into the trust. Upon written request of the insured, MassMutual will withhold federal taxes on the benefit payments. Trust assets may be tax-deferred depending on the investment option(s) selected.

Benefit payments are not paid to an employer-established retirement plan. At time of claim when benefits become payable, the insured decides how these disability benefits will be invested. A broad list of investment options includes: securities listed on the New York Stock Exchange; NASDAQ Stock Exchange; the Wall Street Journal listed mutual funds; as well as any deferred annuity that holds a minimum A rating with AM Best and two additional secure ratings.

## Eligible Plans include

- Defined Contribution Pension Plans
  - 401(k) Plans
  - Profit-Sharing Plans
  - Keogh Plans
  - Stock Bonus Plans
- Employee Stock-Ownership Plans (ESOPs)
- Individual Retirement Accounts (IRAs)
- Simplified Employee Pensions (SEPs)
- Tax-Sheltered Annuity Arrangements/403(b) Plans and
- Certain Non-Qualified Deferred Compensation Arrangements

## Insuring Income Via RetireGuard® Rider Versus Radius® (base)

- For RetireGuard® Rider the total of employee PLUS employer contributions can be insured.
- Income will not be reduced in order to qualify for the RetireGuard® Rider, up to the IRS maximum defined contribution limit for 401(k) and 403(b) plans.

## Overinsurance

The RetireGuard® Rider will not be offered to those clients who are currently overinsured based on income. We will, however, issue the RetireGuard® Rider to those clients who are over our maximum I & P limits, not to exceed \$3,000.

### Example 1

3P (Dentist) earns \$150,000 and has \$8,000 of MassMutual inforce individual disability insurance coverage. The coverage is not in participation with group or any other individual carrier and is non-taxable. Since the client is overinsured based on our table limits (\$6,900) he/she will not qualify for RetireGuard®.

### Example 2

3P (Dentist) earns \$500,000 and has \$15,500 of MassMutual inforce individual disability insurance coverage. The coverage is not in participation with group or any other individual carrier and is non-taxable. Since the client is not overinsured based on our table limits he/she will qualify for RetireGuard®. The maximum we can offer (including FIO) is \$2,500. This is the maximum I & P limit + \$3,000 less inforce coverage or  $(\$15,500 + \$3,000) - \$15,500$ .

## SIR – Social Insurance Rider

The Social Insurance Rider provides monthly income benefits during disability without duplicating disability benefits provided by Social Security, State Cash Sickness or Workers' Compensation. There is an additional cost for this rider.

### SIR SPECIFICATIONS

<b>Issue Ages</b>	18-60
<b>Occupation Classes</b>	<ul style="list-style-type: none"> <li>• 5A, 5P, 4A, 4P, 3A and 3P</li> <li>• 2A, and A (required if there is no LTD)</li> </ul>
<b>Availability</b>	<ul style="list-style-type: none"> <li>• Required for 2A and A occupation</li> <li>• Required for 5A, 5P, 4A, 4P and 3A, 3P occupation classes with a waiting period less than 90 days</li> <li>• Optional for 5A, 5P, 4A, 4P and 3A, 3P occupation classes with a waiting period of 90 days or greater</li> <li>• Not available when participating with LTD plans with Social Insurance offset</li> <li>• Available on standard and substandard policies</li> <li>• SIR is used in calculation of EPR</li> <li>• SIR benefits increased by COLA</li> <li>• Used to calculate FIO amount</li> </ul>
<b>Benefit Amount</b>	<ul style="list-style-type: none"> <li>• Minimum Benefit \$200</li> <li>• Maximum Benefit \$1,350</li> </ul>
<b>Waiting Periods</b>	<ul style="list-style-type: none"> <li>• 60, 90, 180, 365,</li> <li>• Must be same as base policy</li> </ul>
<b>Benefit Periods</b>	<ul style="list-style-type: none"> <li>• 2 Years, 5 years, 10 years, To Age 65 and to Age 67 (same as base policy)</li> </ul>

Rider benefits are reduced by the benefits that are actually paid from the following programs (dollar- for-dollar offset):

**Social Security Disability Benefits For The Insured** — This is the Social Security program that provides income payments for the insured's disability, excluding any family disability benefits.

**Social Security Family Disability Benefits** — This is the Social Security program that provides disability income payments to any person because of that person's relationship to the disabled insured.

**Workers' (or Workmen's) Compensation Disability Benefits** — This is any workers' compensation law or plan, either federal or state, that provides payments for the Insured's disability. Lump sum workers' compensation payments are considered as covering a specific period. That period is determined by taking the award and dividing it by the weekly benefit amount.

**Compulsory Disability Benefits (State Cash Sickness)** — This is any state law requiring a plan of accident or sickness weekly disability benefits, other than workers' compensation, for a disabled insured.

**Compulsory Disability Benefits (Government Retirement System)** — This is any retirement program, sponsored by a governmental unit, that pays benefits to a disabled insured. If such disability payments cause a reduction in the amount payable at normal retirement, there is no SIR offset.

No monthly benefit is paid under the SIR Rider for any month that the insured is receiving Social Security retirement income benefit.

Before any SIR payments can be made, we must receive satisfactory evidence as to any amounts payable under the above programs. Such evidence includes proof that an application for payments has been made, written authorization for us to receive information as to the status of the application, and proof that the application has been approved or disapproved. If disapproved, we require proof that the appeals process has been followed and approval or disapproval received.

At any time, we may require proof that the insured continues to be disabled and is (or is not) receiving payments from Social Security retirement or any of the above programs.

Once benefits begin under one of the above programs, no benefit being paid under this rider will be adjusted due to a cost-of-living increase in that program.

SIR is not available to members of the clergy or if the insured has LTD insurance in place that includes a Social Security offset.

Because coverage is non-cancelable, if an insured moves in or out of a State Cash Sick state, drops his/her LTD coverage or changes occupation from an occupation such as clergy, with no Social Security benefits, to an occupation with Social Security benefits, we cannot mandate any change to the policy.

The Social Insurance Rider is participating (dividends may be payable) (dividends are not guaranteed).

## 6. STR – Short Term Disability Benefits Riders

The purpose of these riders is to provide disability benefits for a short period of time during the elimination period of employer-pay salary continuation plans, or LTD plans with 180-day or longer elimination periods. There is an additional cost for these riders.

These riders are also used to program around State Cash Sickness Benefits in California.

### STR SPECIFICATIONS

<b>Issue Ages</b>	18-60
<b>Occupation Classes</b>	5A, 5P, 4A, 4P, 3A, 3P, 2A and A
<b>Elimination Periods</b>	• 60, 90, and 180 days
<b>Benefit Periods</b>	<ul style="list-style-type: none"> <li>• STR1 – To 6 months</li> <li>• STR2 – To 1 year</li> <li>• May not overlap base policy</li> </ul>
<b>Minimum Benefit</b>	\$100 monthly
<b>Other Guidelines</b>	<ul style="list-style-type: none"> <li>• Up to 2 short-term riders may be issued</li> <li>• Benefit periods may not overlap</li> <li>• Increased by FIO</li> <li>• Available with EPR, FIO, COLA and GSR, and SIR</li> <li>• Available on standard and substandard policies</li> <li>• Not allowed on policies with the OWN OCC Rider</li> </ul>

#### Short Term Rider One

- Available elimination periods – 60 and 90 days
- Benefits payable to 180 days

#### Short Term Rider Two

- Available elimination periods – 180 days
- Benefits payable to 365 days

## Endorsement – Guaranteed Insurability Option

This Guaranteed Insurability Option (GIO) provides the right to purchase new permanent life insurance without Proof of Good Health other than proof the insured is not disabled.

### Specifications

- The GIO will be issued with a Radius 12 version policy only.  
It cannot be added to inforce policies.
- No additional cost for this endorsement
- Issue ages 18 – 35
- Available to all occupations
- Not available with substandard ratings

### Benefit

While this Policy is In Force and the Insured is living, new permanent life insurance may be purchased during each Option Period. This new life insurance may be either a new life policy or an increase in the Face Amount of an existing inforce life policy (if that policy allows for increases in the Face Amount). The Face Amount is the amount of insurance coverage the life policy provides while the life policy is in force.

If new life insurance is not purchased during an Option Period, the right to purchase life insurance during that Option Period is lost. However, the right to purchase new permanent life insurance during each later Option Period will not be affected.

### Option Details

- \$25,000 face amount per option period
- Cannot be disabled at time option is exercised
- Option periods at attained ages: 25, 28, 31, 34, 37, 40, 43 and 46
- Each Regular Option Period begins 30 days before a Regular Option Date; it ends 30 days after that Date
- Same rates as existing permanent policy for increases to an existing inforce life policy
- Life Insurance waiver of premium is not available when using GIO to purchase a new permanent life insurance

A Substitute Option Period may be used in place of a Regular Option period. A Substitute Option Period is the 91-day period beginning on the date any of the following events occurs:

- Marriage or registered domestic partnership of the Insured;
- Birth of a child of the Insured; or
- Legal adoption of a child by the Insured.



A Substitute Option Period begins only if the event occurs while this Policy is In Force and there is a right to purchase new life insurance during the next Regular Option Period. If new life insurance is purchased during a Substitute Option Period, then the right to purchase new life insurance again during the next Regular Option Period is lost. However, the right to purchase new life insurance during each later Regular Option Period will not be affected.

## Graded Premium

Graded premium is an alternative premium structure under which the initial premiums are significantly less than a level premium structure in the earlier years of the policy. These premiums gradually increase annually until they become level at age 50 for the duration of the policy.

### Specifications

- Radius® 12 and RetireGuard 12® (standalone). Not available with inforce policies.
- Issue Ages: 18–35
- Available to all occupations
- Available with all riders
- Available on standard and substandard policies
- Premiums:
  - Increase annually on the policy anniversary
  - Levelize at age 50
  - Graded premium rates are guaranteed
- Conversion to level premium is available up to age 40; at attained rates using the original rate series in effect at the time the graded premium policy was issued.

## California Requirements

### RADIUS® MEDICAL REQUIREMENTS<sup>1</sup>

Monthly Benefit	Ages 18-45	Ages 46-60
Up to \$1,000	CMI	CMI
\$1,001 – \$5,000	CMI Oral Fluids <sup>2</sup>	CMI Blood Profile/Urine Physical Measurements
\$5,001 – \$7,500	CMI Blood Profile/Urine Physical Measurements	Tele-CMI Blood Profile/Urine Physical Measurements
Greater than \$7,500	Tele-CMI Blood Profile/Urine Physical Measurements	Tele-CMI Blood Profile/Urine Physical Measurements

<sup>1</sup> Highest short term rider or base + SIR + 50% of highest Group Supplement Rider.

<sup>2</sup> No Oral Fluids required for 5A occupational classes up to \$3,500.

## RADIUS®\* FINANCIAL REQUIREMENTS

Employee, Non-owner	California
(a) Applied for and in force Coverage under \$3,000	No financial documentation required
(b) Applied for and in force Coverage \$3001 and under \$10,000	W-2 or Current paystub with year to date figure
(c) Applied for and inforce Coverage \$10,000-\$14,999	Submit the two most recent W-2's or W-2 & Current Pay stub with year to date figure
(d) Applied for and inforce Coverage \$15,000 and over	Submit the two most recent Forms 1040, with all schedules and attachments including W-2's

\* Business owners applying for Radius must submit business tax returns; for employees applying for amounts above the GSI, additional financial information may also be requested.

## Financial Requirements

### DISABILITY INCOME COVERAGE – RADIUS®

BUSINESS OWNER*		Sole Proprietor (Schedule C)	Partner in a Partnership (Form 1065)	Corporation Shareholder (Form 1120)	S-Corporation Shareholder (Form 1120S)
(a) Applied for and inforce Coverage under \$10,000	Submit the most recent:	Schedule C	K-1 or form 1040's, pages 1 & 2, Sch E, and W-2 if LLC	Form 1120, pages 1 & 2 (include Form 1125E for returns 2011 and later)	Form 1120S, page 1 & K-1 and W-2 OR forms 1040, Sch E's and W-2's
(b) Applied for and inforce Coverage \$10,000-\$14,999	Submit the two most recent:	Schedule C's and forms 1040 pages 1 & 2	K-1's and forms 1040, pages 1 & 2, Sch E's, and W-2's if LLC	Forms 1120, pages 1 & 2 (include Form 1125E for returns 2011 and later) and forms 1040, pages 1 & 2 and W-2's	Forms 1120S, pages 1 & K-1's and forms 1040, pages 1 & 2, Sch E's and W-2's
(c) Applied for and inforce Coverage \$15,000 and over	Submit the two most recent:	Forms 1040, with all schedules and attachments	Forms 1065 with all schedules and attachments and forms 1040 with all schedules and attachments, and W-2's if LLC	Forms 1120 with all schedules and attachments and forms 1040 with all schedules and attachments	Forms 1120S with all schedules and attachments and forms 1040 with all schedules and attachments including W-2's

\* For Limited Liability Companies — request tax form filed by business.

#### Special Notes

<sup>1</sup> When determining financial risk for DI include all DI and LTD in force and applied for since the last full financial documentation was submitted for a MassMutual disability policy.

<sup>2</sup> Financial documentation is not required for Starting Professionals where inforce and applied for coverage is within the starting practice limits or for individuals under the Express DI Underwriting Program.

<sup>3</sup> Total issue and participation limits include all other coverages, both individual and group.

# Radius Transition Select 06 – Available in California only. (Formerly 6 1+) Policy Information

Content provided is for reference purposes only. Titles including “Definition” are actual definitions from the contract; all other materials are not. Please refer to the policy for the complete set of definitions and contract provisions.

## Radius Transition Select 06:

- allows you to write new business on individuals aged 61-70;
- is used in multi-life sales for new business on individuals aged 61-70; and
- is the contract to which the insured converts previous Radius ‘98 and 06’ ‘12 coverage to continue coverage after the individual, noncancelable contract expires at age 65.

### RADIUS TRANSITION SELECT 06 SPECIFICATIONS

Issue Ages	61-70
Occupation Classes	Individual: 5A, 4A, 4P, 3A, 3P and 2A Association: 5A, 4A, 4P, 3A and 3P Multi-Life: 5A, 4A, 4P, 3A, 3P, 2A and A
Availability	<ul style="list-style-type: none"> <li>• New Business — not available on rated policies</li> <li>• Conversions — rating or rider will carry over to the Radius Transition Select policy</li> </ul>
Minimum Policy Size	• \$500/mo. (In-force policies of less than \$500/mo. will be grandfathered)
Premiums	Conditionally renewable on an annual basis; Unisex rates
Elimination Periods	New Business: 60, 90, and 180 days Converted Business: 60, 90, and 180 days
Benefit Period	• 2 years only
Discounts	<ul style="list-style-type: none"> <li>• 10% 3-9 lives — all occupation classes</li> <li>• 15% 10+ lives — all occupation classes</li> <li>• 25% employer-sponsored groups for 5A, 4A, 4P, 3A and 3P occ classes. The criteria is 15+ lives in group, \$25,000 premium and 75% participation of all eligible lives. 2A and A occupation classes not eligible for the 25% discount</li> </ul>

## Total Disability, Disability, Disabilities, or Disabled

As a result of Sickness or Injury, the Insured is unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue his/her Usual Occupation in the usual or customary way.

## Policy Description

In order for disability income benefits to be paid, the insured must be totally disabled throughout the full elimination period. No benefits accrue during the elimination period. The elimination period and the maximum benefit period are shown in the policy specification. The benefit will not be larger if the insured is disabled from more than one cause, nor will the maximum benefit period be extended. We will continue to pay benefits while the insured is totally disabled up to the maximum benefit period.

## Presumptive Total Disability

We will consider the insured to be disabled as long as the presumptive total disability continues and the insured is under a doctor's care. Benefits will start to accrue following the earlier of 90 days or the elimination period for total disability. We will pay the total disability income insurance monthly benefit for up to the maximum benefit period.

## Recurring Disability

A recurring disability is a related disability that starts less than six months after a period of disability ends.

It is also an unrelated disability that starts less than 30 days after the insured returns to work full-time, at least 30 hours per week. The work must be consistent with his/her education, training, and experience. We will treat the recurring disability as a continuation of the prior one.

A recurring disability does not receive a new maximum benefit period. Periods of recurring disability will be accumulated under the same maximum benefit period. Benefits will be paid only up to the balance of the original maximum benefit period.

If the elimination period has been satisfied, no new elimination period is required. If the elimination period has not been satisfied, periods of recurring disability will be accumulated to satisfy the elimination period.

## Waiver of Premium

After the insured has been disabled for 90 days, we will waive payment of premiums for as long as the insured remains disabled, but not beyond the maximum benefit period. We will also refund any premium paid during the 90-day period before the insured qualified for these benefits.

We will waive premiums for this policy based on the premium mode in effect when the insured becomes disabled.

## Disabilities Not Covered

### Radius Transition Select does not cover:

- partial disability
- benefits provided by rider;
  - if a conversion, all riders on the original contract are discontinued
- rehabilitation benefits
- return-to-work benefits

## Renewal Provision

The Radius Transition Select may be conditionally renewed each year if:

- the insured is employed at least 30 hours per week
- the insured is not disabled or receiving disability benefits from any other source

## The premiums on this new contract:

- will increase each year on the policy anniversary date
- if sold in the multi-life market, are eligible for multi-life discounts
- are not guaranteed

### RADIUS TRANSITION SELECT 06 MEDICAL REQUIREMENTS

Monthly Benefit	Ages 61-70
All Amounts	Tele-CMI Blood Profile/Urine Physical Measurements APS PHI

## RADIUS TRANSITION SELECT 06 FINANCIAL REQUIREMENTS

Employee, Non-owner	California
(a) <b>Applied for and in force Coverage \$3000 and under</b>	No financial documentation required
(b) <b>Applied for and in force Coverage \$3001 and under \$10000</b>	W-2 or Current Pay stub with year to date figure
(c) <b>Applied for and in force Coverage \$10,000-\$14,999</b>	Submit the two most recent W-2's or current or W-2 & Current Pay stub with year to date figure
(d) <b>Applied for and in force Coverage \$15,000 and over</b>	Submit the two most recent Forms 1040, with all schedules and attachments including W-2's

### Special Notes

- When determining financial risk for DI, include all DI and LTD, inforce and applied for since the last full financial documentation was submitted for a MassMutual disability policy
- Total issue and participation limits include all other coverages, both individual and group

## Financial Requirements

BUSINESS OWNER* ENTITY		Sole Proprietor (Schedule C)	Partner in a Partnership (Form 1065)	Corporation Shareholder (Form 1120)	S-Corporation Shareholder (Form 1120S)
Applied for and inforce Coverage under \$10,000**	Submit the most recent:	Schedule C	K-1 or form 1040, pages 1 & 2, and W-2 of LLC	Form 1120 pages 1 & 2 (include Form 1125E for returns 2011 and later)	Form 1120S, page 1 and K-1 and W-2 or forms 1040, Sch E's and W-2's
Applied for and inforce coverage \$10,000-\$14,999**	Submit the two most recent:	Schedule C's and forms 1040 pages 1 & 2	K-1's and forms 1040, pages 1 & 2, Sch E's and W-2's if LLC	Forms 1120, pages 1 & 2 (include Form 1125E for returns 2011 and later) and forms 1040, pages 1 & 2 and W-2's	Forms 1120S, pages 1 & K-1's and forms 1040, pages 1 & 2, Sch E and W-2's
Applied for and inforce coverage \$15,000 and over**	Submit the two most recent:	Forms 1040, with all schedules and attachments	Forms 1065 with all schedules and attachments and forms 1040 with all schedules and attachments, and W-2 if LLC	Forms 1120 with all schedules and attachments and forms 1040 with all schedules and attachments	Forms 1120S with all schedules and attachments and forms 1040 with all schedules and attachments including W-2's

\* For Limited Liability Companies (LLC) – request business tax return filed with IRS .

\*\* In the following situations, documentation required in row (c) should be obtained:

- applicant's unearned income exceeds 20% of earned.

# Business Overhead Expense Policy – Available in California only. (BOE '06/SBOE '06)

## Policy Information

**Content provided is for reference purposes only. Titles including “Definition” are actual definitions from the contract; all other materials are not. Please refer to the policy for the complete set of definitions and contract provisions.**

The information in this section only covers the BOE 06 and SBOE 06 versions. Current published Issue & Participation Limits should be used.

These policies are designed specifically for professionals and small business owners who are actively engaged in their profession/business on a full-time basis, and whose office is located away from their residence. The applicant must demonstrate that his/her presence is vital to the running of the entity and that a disability will result in a loss of income to the entity. Individuals who generate receipts that normally cover overhead expenses are appropriate candidates for coverage.

### BUSINESS OVERHEAD EXPENSE SPECIFICATIONS

<b>Issue Ages</b>	18-60
<b>Occupation Classes</b>	<ul style="list-style-type: none"> <li>• BOE – 5A, 4A, 4P, 3P and select 3A</li> <li>• SBOE – 3A and 2A</li> </ul>
<b>Elimination Periods</b>	30, 60 and 90 days
<b>Benefit Periods</b>	12, 18 and 24 months
<b>Minimum Net Business Income</b>	\$16,000
<b>Minimum Monthly Benefit</b>	\$500
<b>Rate Structure</b>	<ul style="list-style-type: none"> <li>• Non-cancelable, level premiums to age 65</li> <li>• Conditionally continuable after age 65</li> <li>• Unisex rates for individual and multi-life</li> <li>• Rates vary by age and occupation class</li> <li>• Nicotine surcharge of 20%</li> <li>• California surcharge of 10%</li> <li>• Substandard rating may be applied</li> </ul>
<b>Discounts</b>	<ul style="list-style-type: none"> <li>• 5% first year cross-sell discount (will not be applied to the rated portion of a policy)</li> <li>• 10% Multi-Life Discount (for 3 or more lives)</li> <li>• Only one discount per policy is allowed</li> </ul>

## Availability

Generally, Business Overhead Expense is issued to groups with five or fewer owners and businesses with eight employees or less\*. Coverage is not usually available to an individual whose business is located in the home.

The owner's share of income or loss plus salary must be at least \$16,000 in order to qualify. Therefore, individuals who have recently joined an existing business may qualify, however, those starting a business may not. As with our other products, we are concerned with overinsurance. Accordingly, clients who have disability income coverage in force and are currently overinsured based on income may not qualify for a BOE policy. Please contact your underwriter for details.

Business Overhead Expense (BOE 06) for Professionals is designed to reimburse the overhead expenses of self-employed professionals and select business owners with less than 10 percent manual duties. Both total disability benefits and partial disability benefits are available.

Small Business Overhead Expense (SBOE 06) is designed to protect the overhead expenses of small business owners. SBOE provides total disability benefits only and can be used in sales situations that may not warrant partial coverage. Partial disability benefits are not available.

\* We will consider, on a case by case basis, businesses with up to 10 owners with at least a 10% interest in the business; contact your underwriter for details

## Policy Description

### Renewability

The policy is non-cancelable and guaranteed continuable to age 65 and conditionally continuable for life if the insured is actively employed full time and continues to be a business owner responsible for expenses in maintaining an office or business.

### Definition of Total Disability

As a result of Sickness or Injury, the Insured is unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue his/her Usual Occupation in the usual or customary way.

### Definition of Presumptive Total Disability

The Insured is Presumptively Totally Disabled when Sickness or Injury causes a total loss of:

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



## Disability Benefits

### Total Disability Benefit

While the insured is totally disabled, we will pay a monthly benefit in amount equal to the monthly business overhead expenses the insured actually incurred during the prior month of disability up to the monthly benefit shown in the policy specifications.

### Maximum Benefit Amount

The monthly benefit for total disability times the number of months in the benefit period equals the maximum benefit amount. Under the accumulation benefit provision, benefits will continue to be paid until the maximum benefit amount has been reached as long as the insured remains totally disabled and continues to have qualifying business overhead expenses.

### Accumulation of Benefits

When expenses for any month of total disability are less than the monthly benefit, the unused portion of benefit may be carried forward and used to reimburse expenses in a later month when the expenses exceed the monthly benefit. This may extend the benefit period.

### Exceeding the Monthly Benefit

The business overhead expenses in any, one month may exceed the monthly benefit for the total disability. If so, any excess business overhead expenses may be reimbursed in a later month of the same period of disability when the expenses are less than the monthly benefit. In no event will the benefit be paid in any one month exceed the monthly benefit plus the accumulation benefit.

### Definition of Partial Disability (the following provision is included in the Business Overhead Expense (BOE '06) policy only)

The insured is Partially Disabled if he/she:

- is suffering from a current Disability
- is working at his/her Occupation
- can do some, but not all the duties of his/her Occupation; or can work at his/her Occupation no more than 3/4 the hours worked before becoming Disabled.

## Partial Disability Benefit (Business Overhead Expense (BOE) policy only)

Benefits for partial disability will start to accrue following the elimination period for partial disability. In order to collect partial disability benefits:

- the insured must be totally or partially disabled for the elimination period
- any monthly benefits for total disability must have ended
- the insured must be partially disabled and
- we must receive proof of business overhead expenses paid

## Business Overhead Expenses

These are expenses that the insured was responsible for in running his/her business before becoming disabled. These expenses include but are not limited to:

- Rent
- Heat and water
- Electricity
- Cost to lease equipment
- Laundry
- Interest payments on the business premises and/or equipment the insured owns and uses in running the business PLUS the greater of scheduled depreciation for federal tax purposes or scheduled principal payments on the business premises and/or equipment the insured owns and uses in running the business. *At the beginning of a period of disability the insured must choose whether to claim depreciation or payment principal of debt.*
- Employee's salaries (except as limited below)
- Professional Replacement Expense, which is the salary expense incurred in employing an individual(s) to perform the insured's occupation, while the insured is disabled.

## Business Overhead Expenses do not include:

- Cost of goods sold
- Additions to inventory
- Purchase costs of tools, instruments or wares used in the insured's profession or occupation
- Salaries, fees, drawing accounts or other compensation received by the Insured's spouse or registered domestic partner or a member of the Insured's Family, or the spouse's or registered domestic partner's family
- Any expense which the insured did not have in running the business prior to the disability except for any Professional Replacement Expense

## Exchange Privilege

Prior to the insured's 60th birthday, a Business Overhead Expense contract may be exchanged for an individual disability income policy. MassMutual will require up-to-date information on other disability income benefits in force or applied for, and the insured's earned and unearned income. The monthly benefit will be the lesser of:

- 30% of the monthly benefit for total disability under the Business Overhead Expense contract, or
- \$3,000, or
- our published underwriting limits for the new policy We may change these limits from time to time. If we do, the client may elect to use the limits in effect when the policy was purchased, or the limits in effect when applying to exchange the policy.

The new policy will:

- Be issued with a maximum benefit period of two years
- Be issued with the same elimination period shown in the policy specifications. If the same elimination period is not available, the new policy will be issued with a elimination period chosen by MassMutual
- Be issued with the same exclusions for medical conditions, and the same risk classifications, including but not limited to substandard premium classifications
- Be based on the premium rates in effect when the policy is exchanged and will include the application for this policy.

## Waiver of Premium

We will waive all premiums that come due after the insured has been disabled for 90 days. Any premiums that come due while the insured remains disabled will be waived. We will refund any premiums paid during the 90-day period before the insured qualified for the waiver of premium benefit.

We will not waive payment of premiums for any period the insured is incarcerated or has a disability described in the "disabilities not covered" provision of the policy.

## Recurring Disability

There will be no elimination period if any related disability starts less than 6 months after a period of disability or an unrelated disability that starts less than 30 days after the insured returns to work on a full-time basis. Any recurring disability will be treated as a continuation of the prior disability and will not receive a new benefit period or a new maximum benefit amount.

If the elimination period has been satisfied, no new elimination period is required. If the elimination period has not been satisfied, periods of recurring disability will be accumulated to satisfy the elimination period.

## Benefits to Survivors

Following the insured's death, MassMutual will pay a benefit equal to two times the monthly benefit for total disability if:

- Total disability benefits were being paid at the time of the insured's death; and
- The insured died prior to age 65.

## Disabilities Not Covered

We do not cover Disabilities:

- caused or contributed to by war, whether declared or undeclared;
- caused or significantly contributed to by pregnancy or childbirth; or
- caused or contributed to by an intentionally, self-inflicted injury.

We will not pay Policy benefits for any period the Insured is incarcerated after being convicted of a crime.

## Right to Continue Coverage at Age 65

The BOE and SBOE policies expire at age 65 but may be continued beyond the expiration date if the insured:

- is employed at least 30 hours per week
- is responsible for expenses in maintaining an office or business
- is not disabled
- notifies MassMutual at least 60 days before the expiration date

This policy:

- must be renewed annually
- is subject to premium change upon renewal
- will have the same monthly benefit for Total Disability
- will have a benefit period of 12 months for disabilities which begin after age 75

## Right to Suspend Policy

If the insured enters full-time active duty in military service (other than active duty for training lasting three months or less), the owner may suspend the BOE policy. Written request for the suspension is required, and the policy will be suspended as of the date the company received the written request. A pro-rata part of any premium paid for a period beyond the date of suspension will be refunded. During the suspension the policy will not be in force, no premiums will be required and no dividends will be payable. After the insured returns from active duty, he/she has 90 days to reinstate the policy without medical or financial underwriting.

## Grace Period

If an unpaid premium in default is not paid (or waived) by the end of the 31-day grace period, the policy will lapse without value as of the due date for that premium, and the insurance will terminate.

## Reinstatement

This policy may be reinstated within 12 months after the end of the grace period. All overdue premiums must be paid. MassMutual may require an application and proof of insurability. The terms of the policy will be the same as before the termination except for terms added or excluded in connection with the reinstatement process. After 12 months, full underwriting will be required for consideration of a new policy. If the insured is over 60 and the policy has been lapsed for over one year, there is no option for a new policy.

## Claims Forms

After We receive notification of the Insured's Disability, We will send a claim form. If such form is not furnished within 15 days after We receive notice of claim, You can comply with this request by providing us with written proof covering the occurrence, character and extent of loss for which a claim is being made.

## Proof of Loss

In order for Us to pay benefits, We must receive within 90 days after each Monthly Benefit claimed, satisfactory proof that Business Overhead Expenses have been incurred, and any other proof We may require to substantiate the claim.

If it is not possible to send proof within 90 days, send it as soon as reasonably possible. Your claim will not be reduced because of the delay if it was not reasonably possible to send proof within such time. We will not accept proof of loss later than one year after it was due. We will make an exception if You were not then competent to make the claim.

Proof of continuing Disability must be furnished at reasonable intervals as We may require.

If necessary to determine eligibility for benefits, We may require the submission of financial records relating to Business Overhead Expenses of any profession or business, including but not limited to, any corporation for which a Business Overhead Expense Benefit is claimed. This will be done as often as is reasonably necessary during the period of Disability. Proof required to substantiate Your claim may include, but is not limited to, copies of the Insured's personal and business income tax returns filed with the Internal Revenue Service or with any other government authority, financial statements, accountant statements and other proof.

At reasonable intervals, We may require the Insured to be examined by Doctors We choose. We will pay for any examinations We may require. If the Insured unreasonably fails to submit to such examinations, We will stop paying benefits.

## Premium Refund at Death

That part of any premium paid for a period beyond the date of the insured's death will be refunded. This provision does not apply to any premium that was waived.

## Optional Riders

Rider attachment is subject to company rules and regulations in effect when application is made. The following rider is available for BOE and SBOE:

### FIO – Future Insurability Option Rider

This rider allows the insured to increase the amount of monthly Business Overhead Expense coverage as his/her business expenses increase. At issue, the FIO creates a pool of benefits which will be available during annual option periods to increase coverage. Increases to coverage using this rider require only financial underwriting. There is an additional cost for this rider.

#### FIO SPECIFICATIONS

<b>Issue Ages</b>	18-55
<b>Occupation Classes</b>	5A, 4A, 4P, 3A, 3P and 2A
<b>Minimum FIO Pool Issue Amount</b>	\$500
<b>Maximum FIO Pool Issue Amount</b>	All ages = 1 X base to a maximum of \$5,000
<b>Minimum Exercisable Amount</b>	\$100
<b>Maximum Exercisable Amount</b>	Maximum increase per option date: <ul style="list-style-type: none"> <li>• Through age 50: 1 x base</li> <li>• After age 50: 50% x base</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• If less than \$100 left in pool, rider will terminate</li> <li>• FIO pool amount can be increased, subject to maximums and full underwriting during any option period prior to age 55. Premiums for the total increased pool will be at attained age rates, using the level premium rates in use at the time of the increase.</li> </ul>

Applying for additional benefits requires up to date information on other business overhead expense benefits in force or applied for, the insured's income, business expenses and occupation class. If the insured's risk class at the time of application for additional benefits is more favorable than it was when the rider became effective, the more favorable risk class will be used for additional benefits. However, if risk class is less favorable at time of execution, the original risk class will be maintained.

All elimination periods and benefit periods for any increases remain the same as on the initial coverage.

The option period begins 90 days before each option date, one per year, and ends on that option date. The option date is assumed to be the policy anniversary, but a specific date can be elected.

Options may be exercised during each option period through the option period immediately before the insured's 60th birthday.

When the base coverage is increased through an FIO option, the base policy (total and partial benefits) will increase. Partial benefits are not available with SBOE.

## Underwriting Guidelines

### Business Guidelines

- Five principal owners or less\*
- 15 employee/wage earners or less
- Minimum of 20% ownership\*, and responsibility for incurred expenses must exist

### BOE ISSUE AND PARTICIPATION LIMITS

Occ Class	Maximum Issue and Participation Limit
5A, 4A, 4P, 3A, 3P	\$30,000 w/24 mo BP
	\$40,000 w/18 mo BP
	\$50,000 w/12 mo BP
2A/A	\$10,000

### Starting Professionals

The following professionals in their final stages of training or in the first year of professional practice may be eligible for the limits outlined in the chart below based on anticipated expenses.

### STARTING PROFESSIONAL PROGRAM – BOE LIMITS

Occupation	Issue Limit	Occupation	Issue Limit
Actuary	\$12,500	Nurse Practitioner	\$5,000
Architect	\$12,500	Optometrist	\$12,500
Attorney	\$15,000	Physician	\$15,000
CPA	\$12,500	Physician Assistant	\$5,000
Dentist	\$15,000	Podiatrist	\$10,000
Economist/Statistician	\$12,500	Psychologist	\$10,000
Engineer	\$12,500	Veterinarian	\$12,500

Starting non-professionals are not eligible for special issue limits but are reviewed on an individual basis. Consult with your underwriter.

\* We will consider, on a case by case basis, businesses with up to 10 owners with at least 10% interest in the business.

## BUSINESS OVERHEAD MEDICAL REQUIREMENTS

Monthly Benefit	Ages	
	18-45	45-60
Up to \$5,000	CMI	CMI
\$5,001 – \$7,500	CMI Oral Fluids Physical Measurements	CMI Blood Profile/Urine Physical Measurements
Greater than \$7,500	Tele-CMI Blood Profile/Urine Physical Measurements	Tele-CMI Blood Profile/Urine Physical Measurements

- Any amount of coverage issued with MassMutual within the past 3 years should be added to the current amount to determine the medical underwriting requirements needed unless the requirement called for has been obtained in the interim.
- When determining financial risk for BOE include all BOE in force and applied.

## Financial Requirements

### Special Notes

When determining financial risk for DI and/or BOE; include all DI, LTD or BOE, in force and applied for since the last full financial documentation was submitted for a MassMutual disability policy.

Financial documentation is not required for Starting/Young Professionals where in force and applied for coverage is within the starting practice limits.

Total issue and participation limits include all other coverages, both individual and group.

## BUSINESS OVERHEAD EXPENSE COVERAGE FINANCIAL REQUIREMENTS

Applied for and In-Force Coverage Over \$20,000	
<b>Business Entity*</b>	Submit the most recent
<b>Sole Proprietor</b>	Schedule C with all schedules and attachments
<b>Corporation Shareholder</b>	Form 1120 with all schedules and attachments
<b>S-Corporation Shareholder</b>	Form 1120S with all schedules and attachments
<b>Partner in a Partnership</b>	Form 1065 with all schedules and attachments

\* Limited Liability Company (LLC) members should submit business tax returns filed with the IRS.



# RetireGuard® '12 Policy Information – Available in California Guaranteed Standard Issue business only.

Content provided is for reference purposes only. Titles including “Definition” are actual definitions from the contract; all other materials are not. Please refer to the policy for the complete set of definitions and contract provisions.

RetireGuard® can help replace an amount equal to up to 100% of the retirement plan contributions (including both the employee’s and employer’s contributions) that would have been made to a client’s eligible defined contribution plan if he/she had not become totally disabled. It is not a retirement plan, nor a substitute for one.

## RETIREGUARD® SPECIFICATIONS

<b>Issue Ages</b>	18-60
<b>Occupation Classes</b>	5A, 5P, 4P, 3A, 3P, 2A and A
<b>Elimination Periods</b>	180 and 365 days
<b>Benefit Periods</b>	• 10 years, to Age 65, to Age 67
<b>Benefit Amount</b>	<ul style="list-style-type: none"> <li>• Minimum \$500/month (if no other coverage) or \$200/month (if other coverage is in force or applied for with MassMutual)</li> <li>• Maximum based on current IRS Defined Contribution Maximums – see FieldNet for current limits</li> <li>• For certain Non-Qualified Deferred Compensation Plans (approved by underwriter): 50% up to a maximum of \$5,000 (after amounts from Qualified Plans are insured)</li> <li>• Available on standard and substandard</li> <li>• We will cover 100% of employee and employer contributions to the maximum on a non-taxable basis</li> <li>• We will cover 133% of employee and employer contributions to the maximum on a taxable basis</li> </ul>
<b>Riders Available</b>	1) FIO – Non-taxable and taxable: amount is \$7,500 – issue amount = FIO pool available (not to exceed 2x base) 2) COLA
<b>Discounts</b>	5% First Year Life/DI Cross Sell <ul style="list-style-type: none"> <li>• 10% Association discount</li> <li>• 25% Multi-life discount 3+ lives</li> <li>• 35% Multi-life discount 100+ lives, employer-paid</li> </ul>

When insured with RetireGuard, during a period of total disability, MassMutual will pay benefits into an irrevocable trust. The trust offers different investment options at the time of claim so that a client can select the option that best meets his/her retirement goals. The proceeds of the trust are distributed in accordance with the terms of the trust which currently provides for the distribution of trust assets when the insured reaches age 65, the trust assets are distributed to the insured.

Trust services are provided by The MassMutual Trust Company, FSB, a wholly owned subsidiary of MassMutual.

In most cases, annual investment earnings will be taxable to the insured. Also, if benefit payments are taxable (because the premium is employer-paid), then the insured will be required to pay taxes on monthly benefits paid into the trust. Upon written request of the insured, MassMutual will withhold federal taxes on the benefit payments. Trust assets may be tax-deferred depending on the investment option(s) selected.

Benefit payments **are not paid** to an employer-established retirement plan. When benefits become payable, the insured decides how these disability benefits will be invested. The insured may direct the Trustee to acquire and retain in trust, and to sell and reinvest in trust, publicly traded securities and mutual funds subject only to possible administrative and operational limitations.

### Eligible Retirement Plans

- Defined Contribution Pension Plans
  - 401(k) Plans
  - Profit-Sharing Plans
  - Keogh Plans
  - Stock Bonus Plans
- Employee Stock-Ownership Plans (ESOPs)
- Individual Retirement Accounts (IRAs)
- Simplified Employee Pensions (SEPs)
- Tax-Sheltered Annuity Arrangements/403(b) Plans (non-STRS plans)
- Certain Non-Qualified Deferred Compensation Arrangements (evaluated and issued on a case-by-case basis)

### Plans Not Eligible

- Defined Benefit Plans
- Deferred Stock Options
- FERS (Federal Employee Retirement Systems)
- PERS (Public Employees Retirement Systems)
- STRS (State Teachers Retirement Systems)
- Any Retirement Plan with Waiver of Premium

## Policy Description

### Non-cancelable, Guaranteed Continuable to Age 65

The policy is non-cancelable, guaranteed continuable to age 65 and convertible to a conditionally renewable policy as long as the insured is working 30 hours per week and is not disabled.

Premiums upon conversion are based on the insured's attained age, occupation and rates in effect at the time of conversion.

### Definition of Total Disability

During the Elimination Period and for the first 24 months of Disability payments, Total Disability means that 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; thereafter, Total Disability means that as a result of Sickness or Injury the Insured is not able to engage with reasonable continuity in any occupation in which he/she could reasonably be expected to perform satisfactorily in light of his/her age, education, training, experience, station in life and physical and mental capacity.

### Definition of Presumptive Total Disability

The Insured is Presumptively Totally Disabled when Sickness or Injury causes a total loss of:

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

### Disability Benefits Total Disability

Benefits will be paid based on the total disability benefit shown in the policy specifications if the insured is totally disabled.

### Presumptive Total Disability

While the policy is in force, if the insured:

- suffers a presumptive disability, and
- is under a doctor's care,

then full total disability benefits will be paid following the earlier of the elimination period or 90 days. If medical evidence deems the loss to be total and irrecoverable, we will waive the requirement of doctor's care, elimination period and requirement that the insured is not working.

## Definition of Mental Disorder

Mental Disorder means any disorder classified in the Diagnostic and Statistical Manual of Mental Disorders (DSM), published by the American Psychiatric Association, most current as of the date of Disability. Mental Disorder includes, but is not limited to a mental, emotional, or behavioral disorder, or a disorder related to stress or to substance abuse or dependency, unless such substances were administered under the advice of a physician. If the DSM is discontinued or replaced, Mental Disorder will include those disorders classified in the diagnostic manual then in use by the American Psychiatric Association as of the date of Disability.

## Mental Disorder Limitation

The maximum benefit period for each period of disability caused by a mental disorder is 24 months, with no aggregate lifetime limit. However, if the insured remains disabled, and is confined to a hospital for the mental disorder, and under the care of a doctor, additional monthly benefits will be paid up to the elected maximum benefit period.

Note: This limitation can be waived under the Maximum Benefit Period Endorsement, available only on employer-pay cases of 20 or more lives with approval from a multi-life underwriter. There is an additional cost associated with this endorsement.

## 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 at least a “To Age 65” maximum benefit period, it is considered a recurring disability and a new elimination period is not required. A recurring disability is also an unrelated disability that begins less than 30 days after the insured returns to work full time in his/her occupation or another occupation, which is consistent with his/her education, training, and experience. Benefits paid for a recurring disability are treated as a continuation of the prior period for which benefits are paid.

Note: For disability benefits with a maximum benefit period less than to age 65, a recurring disability is a related disability which starts less than six months after a period of disability ends. Some states allow only a six-month recurrent period regardless of the maximum benefit period.

## Rehabilitation Benefits

We will reimburse the Insured for expenses he/she has actually paid and which are required for a Rehabilitation Program, if:

- We conditionally approve the Rehabilitation Program in writing before the insured begins to participate in it. Our 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.

We will periodically review the Insured's participation in the agreed upon Rehabilitation Program. Our continued financial support will be based on the Insured's reasonable progress towards completion of the Rehabilitation Program.

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

### Waiver of Premium

After 90 days of total disability, we will waive premiums for as long as the insured remains disabled. Any premiums paid during that 90-day period will be refunded.

### Dividends

Dividends may become payable at the end of the fifth policy year (if available). If payable, they will be paid at 5 percent of premium per year, for the life of the contract. There is only one dividend option available, cash. In California, dividends (if available) are payable at the end of the 6th policy year. Dividends are not guaranteed.

### Grace Period

If an unpaid premium in default is not paid (or waived) by the end of the 31-day grace period, the policy will lapse without value as of the due date of that unpaid premium and the insurance will terminate.

### Reinstatement

The owner may reinstate the policy after it has lapsed up to 12 months by paying the back premiums that are due. We may require an application and proof of insurability to reinstate the policy. The reinstated policy will only cover disabilities caused by injuries that occur after the reinstatement is effective. It will only cover disabilities caused by sickness that first appears (makes itself known) more than 10 days after the date the reinstatement is effective. After 12 months, full underwriting will be required for consideration of a new policy.

### Claim Forms

After we receive notification of the insured's disability, we will send a claim form. If such form is not furnished within 15 days after we receive notice of claim, the person claiming benefits can comply with this request by providing us with written proof covering the occurrence, character and extent of loss for which a claim is being made.

## Proof of Disability Requirements

Monthly Benefit claimed, proof of Disability, and proof of any Loss of Income, if applicable, and any other proof required to substantiate the claim.

If it is not possible to send it within 90 days, send it as soon as reasonably possible. Your claim will not be reduced because of the delay, but We will not accept proof of loss later than 1 year after it was due. We will make an exception if You were not then competent to make the claim.

Proof of continuing Disability must be furnished monthly or at intervals as We may require.

If necessary to determine eligibility for benefits, We may also require satisfactory proof of the Insured's Income before and during the Disability. This proof may include, but is not limited to, copies of the Insured's W-2 form(s) and/or income tax returns.

If necessary to determine eligibility for benefits, We may require the submission of financial records of the Insured relating to the documentation of Pre-Disability Income, Income, Current Income and Loss of Income. If the Insured owns any portion of any profession or business, including any corporation, and it is necessary to determine eligibility for benefits, We may also require the submission of financial records of that profession, business or corporation. This will be required as often as is reasonably necessary during the Disability.

At reasonable intervals, We may require the Insured to be examined by Doctors We choose. We will pay for any examination We may require. If the Insured unreasonably fails to submit to such examination, We will stop paying benefits.

## Disabilities Not Covered

We do not cover Disabilities caused or contributed to by:

- war, whether declared or undeclared;
- caused or significantly contributed to by pregnancy or childbirth<sup>1</sup>; or
- caused or contributed to by an intentionally, self-inflicted injury.

We will not pay Policy benefits for any period the Insured is incarcerated after being convicted of a crime.

<sup>1</sup> Removed for multi-life cases.

## Right to Suspend Policy

If the insured enters full time active duty in military service (other than active duty or training lasting three months or less), the owner may suspend a disability income insurance policy. Written request for suspension is required. The policy will be suspended as of the date MassMutual receives the written request.

A pro rata part of any premium paid for a period beyond the date of suspension will be refunded. During suspension the policy will not be in force. No benefits of any kind will be available; no premiums will be required; no dividends will be payable. When military service ends, the owner may place the policy back in force according to the terms of the policy. After the policy has been placed back in force it shall not cover any disability due to injury which occurred, or sickness which first manifested itself, during a period of suspension. It will cover disabilities caused by a sickness that first appears more than 10 days after restoration is effective.

### Right to Apply for Additional Benefits

Additional benefits can be applied for at any time while this policy is in force and the insured is not disabled. A new application and proof of medical and financial insurability is required.

Premiums will be based on attained age, current rates and our published underwriting limits in effect at the time of application for additional benefits. We will provide a new policy based on the current product being offered in the insured's contract state at the time of application for additional benefits.

The insured must qualify for the minimum benefit amount under our current product offering at the time of application. The maximum additional benefits the insured can buy are based on our current published underwriting limits in effect at the time the insured applies for additional benefits.

### Premium Refund at Death

That part of any premium paid for a period beyond the end of the Policy month in which the Insured dies will be refunded. This provision does not apply to any premium that was waived.

### Pre-Existing Condition Limitation

The Insured is not covered for a Disability caused or substantially contributed to by a pre-existing condition or medical or surgical treatment of a pre-existing condition. The insured has a pre-existing condition if:

The insured suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in the application (i) for which the Insured received a physician's advice or treatment within 2 years before the effective date, or (ii) which caused symptoms within 1 year before the effective date for which a prudent person would usually seek medical advice or treatment; and

The disability caused or substantially contributed to by the condition begins in the first 2 years after the Effective date of coverage under the policy.

## Optional Riders

Rider attachment is subject to company rules and regulations in effect when application is made. The following riders are available for RetireGuard®:

- COLA — Cost of Living Adjustment
- FIO — Future Insurability Option

### COLA — 3%

COLA may be elected on this policy.

- Issue Ages — 18-60 for all occupation classes

### FIO

The pool amount would equal 2x the RetireGuard® benefit amount, not to exceed \$5,000 in combination with base RetireGuard® coverage, but will not be less than \$500. Minimum exercisable option is \$100.

- Issue Ages — 18-55 for all occupation classes
- Option Period — Starting 90 days prior to each Option Date
- Termination — On the policy anniversary date next following the insured's 60th birthday. (FIO will no longer be included in the premium from age 60 on)

## RETIREGUARD<sup>1</sup> MEDICAL REQUIREMENTS

Monthly Benefit	Ages 18-64	Ages 46-60
Up to \$3,000	CMI	CMI
Greater than \$3,000	CMI Oral Fluids <sup>1</sup>	Tele-CMI Blood Profile/Urine Physical Measurements

<sup>1</sup> No Oral Fluids required for 5A occupational classes up to \$3,500



## Financial Requirements

### RETIREGUARD

ENTITY*	Submit the most recent:
Employee, non-owner	No financial documentation needed
Sole Proprietor	Form 1040 including Schedule C
Partner in a Partnership	K-1 and Form 1040, page 1, and W-2 if LLC or Form 1040, page 1 and Schedule E, and W-2 if LLC
Corporation Shareholder	Forms 1120 (include Form 1125E for returns 2011 and later)
S-Corporation Shareholder	Form 1120S, page 1 and K-1 and W-2

\* For Limited Liability Companies — request tax form filed by business.

## Underwriting/Application Rules

### Overinsurance

RetireGuard® **will not be offered** to those clients who are currently overinsured based on income. We will, however, issue RetireGuard® to those clients who are over our maximum I & P limits, not to exceed \$3,000.

#### Example 1

3P Dentist earns **\$150,000** and has **\$8,000** of MassMutual inforce individual disability insurance coverage. The coverage is not in participation with Group LTD or any other individual carrier and is non-taxable. Since the client is overinsured based on our table limits (\$6,900) he/she will not qualify for RetireGuard®.

#### Example 2

3P Dentist earns **\$600,000** and has **\$16,000** of MassMutual inforce individual disability insurance coverage. The coverage is not in participation with Group LTD or any other individual carrier and is non-taxable. Since the client is not overinsured based on our table limits he/she will qualify for RetireGuard®. The maximum we can offer (including FIO) is \$2,000. This is the maximum I & P limit + \$3,000 less inforce coverage or (\$15,000 + \$3,000) – \$16,000.

### What amount can be insured via RetireGuard® and how does that impact income insured for Individual Disability Coverage?

- The total of employee contributions PLUS employer contributions that would have been made can be insured
- Income will not be reduced in order to qualify for the RetireGuard®, up to the IRS maximum defined contribution limit for 401(k) and 403(b) plans.

**Example**

- Client's W-2 is \$150,000 with a 401(k) deferral of \$13,000
  - The employer match is \$6,000
  - Client has an inforce Radius® policy
  - DI insurable income is \$150,000. We would need to validate that the inforce coverage does not exceed current I & P limits at \$150,000
- If client is not within I & P limits, RetireGuard® is not available based on the overinsurance rules (see previous page)
- If client is not overinsured, RetireGuard® is available
- RetireGuard® insurable income is \$19,000 (\$13,000 + \$6,000) or \$1,583/mo.

**Application/Underwriting**

Recipient of benefits should be completed as follows:

**MassMutual Trust Co., FSB, Trustee**  
**100 Bright Meadow Blvd.**  
**Enfield, CT 06082**

# Section 6

## Examples/Index

### SECTION 6

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# Examples

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## 1. Extended Partial Disability Benefits Rider Example

### Assumptions

- Insured has \$100,000 of pre-disability income or \$8,333/ month
- Base policy and EPR benefit amount = \$5,000
- Assume Insured suffers a 60% income loss throughout the waiting period and for the next 24 months, so insured is making \$3,333 per month:

**For the first 12 months benefits payable are determined by the actual income loss up to the maximum EPR benefit amount:**

- 60% loss = \$5,000 ( $\$8,333 \times .60$ )
- EPR benefit amount = \$5,000, so \$5,000/month would be payable

**Thereafter, still assuming a continuing 60% income loss:**

- \$5000 loss of income / 8333 pre-disability income = .60 loss
- \$5000 EPR face amount  $\times .60 = \$3,000$  so \$3,000/month would be payable

## 2. Examples of Radius Choice FIO

### Assumptions

- Insured is age 35, 4A or 5A occupational class residing in MA
- Earning \$100,000 annually
- Has Radius Choice policy with \$5,050 (\$3,700 Base + \$1,350 SIR) monthly benefit
- FIO pool at issue = \$14,950 (3X [Base + SIR] to a maximum issue limit of \$20,000 - \$5,050 monthly benefit.)

#### At age 38, insured changes job — new income is \$115,000

Issue Limit Is	\$5,450 (on \$115,000 income)
	–\$3,700 Base
	–\$1,350 SIR
	<hr/>
	\$400 = Benefit Gap

#### Insured can exercise \$400 FIO increase

New Base Policy Is	\$4,100 (\$3,700 + \$400 FIO)
	+ \$1,350 SIR
	<hr/>
	\$5,450 Total Radius Choice coverage

#### FIO pool remaining is \$14,550 (\$14,950 - \$400)

#### At age 45 insured changes job — new income \$280,000

Issue Limit Is	\$12,250 (on \$280,000 income)
	–\$3,700 Original Base
	–\$1,350 Original SIR
	–\$400 Prior FIO Option Increase
	<hr/>
	\$6,800 Benefit Gap

#### Insured can exercise \$6,800 FIO increase

New Radius Choice coverage =	\$12,250 (\$5,450 + \$6,800 FIO)
FIO Pool Remaining Is	\$7,750
	\$14,950 Original FIO Pool
	–\$400 First FIO Option
	–\$6,800 Second FIO Option
	<hr/>
	\$7,750 Total Pool Remaining

In this example, the insured was able to more than double disability income insurance with financial underwriting only, as no medical underwriting is required. The FIO also allowed the insured to exercise a \$6,800 increase at a single-option period.

## Assumptions

- Insured is age 30 and a 5A attorney residing in CT, who qualifies under the Starting Professional Limits for a Radius Choice policy for \$4,000
- FIO pool at issue = \$12,000 (3x [Base + SIR] not to exceed maximum issue Limit of \$20,000. \$12,000 + \$4,000 of monthly benefit = \$16,000.

### At age 35, insured's salary increases to \$175,000

Issue Limit Is	\$8,025 (on \$175,000 income)
	–\$4,000 Base
	<hr/>
	\$4,025 = Benefit Gap

### Insured can exercise \$4,025 FIO increase

New Base Policy Is	\$8,025 (\$4,000 + \$4,025 FIO)
	<hr/>
	\$8,025 Total Radius Choice coverage

### FIO pool remaining is \$7,975 (\$12,000 - \$4,025)

### At age 40 insured makes partner — new income \$280,000

Issue Limit Is	\$12,250 (on \$280,000 income)
	–\$4,000 Original Base
	–\$4,025 Prior FIO Option Increase
	<hr/>
	\$4,225 Benefit Gap

### Insured can exercise \$4,225 FIO increase

New Radius Choice coverage = \$12,250 (\$4,000 + \$8,250 FIO)

FIO Pool Remaining Is	\$3,750
	\$12,000 Original FIO Pool
	–\$4,025 First FIO Option
	–\$4,225 Second FIO Option
	<hr/>
	\$3,750 Total Pool Remaining

In this example, the insured was able to triple disability income insurance with financial underwriting only, as no medical underwriting is required.

### 3. Example of ABI with FIO

To avoid overinsurance with future increases, we will review the total ABI and FIO applied for while coordinating with base coverage. We will also determine how ABI and FIO increases will impact future coverage. Recall that while clients must qualify financially for FIO, ABI automatically increases the base policy amount.

When determining our maximum offer, the total base coverage plus ABI and FIO cannot exceed the client's current maximum I & P limit by age and occupation class.

#### Example

- 3A occupation class
- Client qualifies financially for \$6,000 base (assuming no other coverage is inforce)
- Can \$4,000 FIO and ABI be added?

**Note:** Maximum issue limit for 3A occupation class is \$15,000, which includes FIO and ABI increases.

#### Base coverage applied for \$6,000

ABI =  $[(\$6,000 \times .03) \times 5]$  or \$900

FIO requested of \$4,000

Total coverage of \$10,900 (\$6,000 + \$900 ABI + \$4,000) is within our issue limit for this occupation class, therefore \$4,000 FIO and ABI may be added.



## 4. Examples of GSR

### Assumptions

- Insured has base salary of \$100,000
- Bonus is \$25,000 and is equal to prior year bonus
- LTD covers base salary only – 90-day wait
- LTD is an Employer-Paid Plan with a 30% taxable level and Partial benefits
- LTD coverage equals 60% to \$5,000 cap
- Individual contract is Radius Choice – 90-day wait
- Insured has GSR A+B option – 365-day wait
- Insured returns to own occupation
- Insured has GSR 50% “Wrap” on Base policy (100% “Wrap” not available if LTD has partial)

### GSR EXAMPLE

\$3,271 Individual Radius Choice Benefit (Extended Partial Rider included)		
	\$1,750 Group Supplement Rider (Additional return-to-work benefit)	
\$3,500 Net LTD Benefit		
90 Days	365 Days	To Age 65

**\$3,271** represents the maximum amount of individual coverage the Insured can purchase.

**\$3,500** represents the net amount of LTD the Insured will receive from his employer-paid plan,  $\$5,000 \times .70 = \$3,500$  (taxable rate of 30%).

**\$1,750** represents the maximum GSR benefit available on a proportionate basis once the Insured returns to work while still partially disabled (50% of net LTD benefit).

In this case, if the Insured returns to work at 50% of the time and does not have the GSR, the two benefit streams (the LTD and Radius Choice) would be reduced by 50%. The net benefit would only be \$3,385, or just 33% of his/her prior income. However, with the GSR an additional \$875 of benefit would be paid making the total benefit \$4,260 or almost 50% of his/her prior income when adjusted for taxes. The benefits combined with his/her earnings the Insured would actually receive almost 92% of his/her prior pay while working only 50% of the time.

## Calculation of Group Supplement Rider (GSR) Coverage Amount

**Note:** Our illustration systems will automatically calculate the maximum GSR coverage available based on Group LTD information entered into the system.

### Information Required to Calculate GSR Coverage Amount

- The Insured's income
- Group LTD plan parameters (Plan Formula, Partial/ Residual/Rehabilitation Benefits, Definition of Covered Income)
- Who is paying the premium for group LTD?
- Who is paying the premium for individual DI coverage?

### Coverage Amount Determination — “50% or 100% Wrap”

In general, the amount of GSR coverage is a mirror of the group LTD benefit.

- If the group LTD plan pays no benefit when the Insured goes back to work, the GSR amount is equal to the group coverage amount — 100% Wrap. (Will require group benefit booklet at time of underwriting)
- If the group LTD plan offsets for back-to-work earnings when the Insured returns to work or pays partial benefits based on a loss of income formula, the GSR amount is equal to half of the group coverage amount — 50% Wrap
- If the group LTD plan pays full benefits when the Insured goes back to work in a new occupation, GSR Coverage B is not available

## Calculation Example

### Assumptions

- Annual income = \$120,000/year or \$10,000/month
- Group LTD plan covers 60% of income to a maximum of \$6,000 and pays proportionate partial benefits based on loss of income
- Employer-pays Group LTD premium, individual pays DI premium. Example “A” (see I + P Chart for details)

#### Base Policy Calculation

Non-taxable Participation Limit (\$120,000 income x .65)	\$6,500
Group LTD Benefit (\$6,000 x .70)	\$4,200
Maximum Base Policy Coverage	\$2,300

#### Group Supplement Rider Calculation

Maximum GSR Coverage (100% Wrap)	
(100% Wrap unavailable because LTD pays a Partial benefit)	N/A
Maximum GSR Coverage (50% Wrap)	\$4,200
	x .50
	\$2,100

The Insured can only purchase up to \$2,100 GSR (50% “Wrap”) because the LTD pays a partial/proportionate benefit based on loss of income.

## 5. RetireGuard®

### How to Determine if RetireGuard® Can be Added to an Existing Contract

Guidelines have been established to determine what can be issued for RetireGuard® when the client has existing coverage. For clients that are not overinsured based on income, we will issue a RetireGuard® policy or add a RetireGuard® rider up to \$3,000 over the Maximum I & P Limits.

### Steps

- Determine that the client is NOT overinsured based on current income
  - If the client is overinsured BASED ON INCOME, RetireGuard® CANNOT be offered
- Determine the Maximum I & P Limit, add \$3,000 then subtract the total inforce coverage. This will equal our maximum RetireGuard® offer to include FIO, subject to current RetireGuard® issue limits and FIO rules

### Example 1

- 38-year old, 3A occupation class individual in NY
- Earns \$250,000 and defers \$12,000/yr. into a 401(k) plan
- Employer contributes an additional \$6,000
- Client's inforce coverage totals \$11,000/mo. (disc. Group of \$6,000 + \$5,000 IDI)

At \$250,000, \$13,542/mo. is available. Client is not overinsured.

Total annual retirement contributions are \$18,000/yr (\$12,000 employee contribution plus \$6,000 employer contribution)

Maximum Participation Limit = \$25,000 + \$3,000 or \$28,000 less inforce coverage of \$11,000 or \$17,000 (the client will not be subject to the current, maximum RetireGuard® limit)

This would allow the client to be issued a RetireGuard® policy of \$1,500/mo. (\$18,000/12) along with FIO of \$3,000 (2x base), which does not exceed the maximum RetireGuard limit of \$4,833.

### Example 2

- 42-year old, 3P occupation class in RI
- Physician is a business owner who earns \$540,000 per year including a \$40,000 retirement contribution made by the business
- Client's inforce coverage totals \$25,000 (disc. Group of \$15,000 + \$10,000 IDI)

At \$540,000 the client would qualify for \$29,250, based on income, therefore, with \$25,000 of inforce coverage, client is not overinsured.

Total annual retirement contributions are \$40,000.

Maximum Participation Limit = \$35,000 + \$3,000 or \$38,000 less inforce coverage of \$25,000 or \$13,000

This would allow the client to be issued a RetireGuard® policy of \$4,833/mo. FIO available of \$13,000 less \$4,833 or \$8,167.

## 6. CAT Rider Benefit Calculation

When considering Disability Income, MassMutual typically covers or participates in covering between 60% and 80% of a person's income, depending on tax status. We have designed the CAT rider to replace the remaining 40% to 20%. As such, we will offer CAT coverage on the difference between our **maximum I & P limits** and total current monthly income, subject to a CAT rider maximum of \$15,000.

Note that the CAT calculation is not based on what the client is applying for but rather the maximum I & P limit (based on income or occupation class, whichever is less).

The CAT rider **will not be offered** to those clients who are currently overinsured based on income. We will, however, issue the CAT rider to those clients who are over our maximum I & P limits, not to exceed \$15,000.

### Procedure — New Coverage and CAT Applied for Concurrently

1. Determine applicant's total monthly income<sup>1</sup>
2. Determine what replacement ratio or limit chart should be used
3. Calculate current issue/participation limit based on income or Maximum I & P Limit, whichever is less
4. Subtract figure determined in Step 3 from monthly income determined in Step #1
5. CAT rider maximum will be answer in Step 4 or \$15,000, whichever is less

### Example 1

1. Employee with annual salary of \$450,000 or \$37,500/mo., 4A occupation class
2. Replacement Ratio of 65% should be used since the client has group coverage and will pay for base and CAT coverage
3.  $\$450,000 \times .65 = \$292,500$  or  $\$24,375/\text{mo.}$  Maximum Participation Limit is  $\$35,000/\text{mo.}$  Choose lesser or  $\$24,375/\text{mo.}$
4. Monthly Earned Income  $\$37,500$  less  $\$24,375 = \$13,125$
5. Compare to  $\$15,000/\text{mo.}$  maximum Lesser amount of  $\$13,125$  is also CAT Maximum

### Example 2

1. Business owner with annual earned income of \$80,000 or \$6,667/mo., 3A occupation class
2. "Non-Taxable Issue Limit Chart — No Group" should be used since the client has no Group LTD inforce and will pay for base and CAT coverage
3. Table Issue Limit is  $\$4,250/\text{mo.}$  Maximum Issue Limit is  $\$15,000/\text{mo.}$  Choose lesser or  $\$4,250/\text{mo.}$
4. Monthly Earned Income of  $\$6,667$  less  $\$4,250 = \$2,417$
5. Compare to  $\$15,000/\text{mo.}$  maximum Lesser amount of  $\$2,417$  is also CAT Maximum

<sup>1</sup> Income means earned income as defined in the base policy

## Procedure — CAT Added After Issue<sup>1</sup>

1. Determine applicant's total monthly income<sup>2</sup>
2. Determine total inforce coverage from all sources (MM and non-MM)
3. Determine if client is overinsured based on income
  - A) If "YES" — CAT is not available
  - B) If "NO" — Continue
4. Determine if client's total inforce coverage exceeds our Maximum I & P Limits
  - A) If "NO" — Continue to step 6
  - B) If "YES" — new CAT maximum will be established (step 5)
5. New CAT Maximum = \$15,000 — amount over maximum I & P
6. CAT = Monthly Income — greater of: Max coverage available based on Maximum I & P Limit or total inforce coverage (subject to CAT maximum; lesser of \$15,000 or "new CAT Maximum")

### Example 1

1. Earned income = \$30,000/mo. (2A Occ Class, Group N/T Table)
2. Total inforce = \$12,000
3. Client is NOT overinsured based on income (65% RR) = \$19,500
4. Client is not over the maximum I & P limits (I & P with Group LTD = \$20,000)
5.  $\$30,000 - \$19,500 = \$10,500$  of CAT

### Example 2

1. Earned income = \$10,000/mo. (4A Occ Class Using No Group N/T Table)
2. Total inforce = \$5,000
3. Client is NOT overinsured based on income (\$5,650 available — No group N/T table)
4. Client is NOT over maximum I & P Limits (\$20,000 limit)
5. N/A
6.  $\$10,000 - \$5,650 = \$4,350$  CAT

<sup>1</sup> CAT can be added to existing Radius Choice.

<sup>2</sup> Income means earned income as defined in the base policy.

### Example 3

1. Earned income = \$5,000/mo. (3A Occ Class)
2. Total inforce = \$3,000
3. Client is NOT overinsured based on income (\$3,470 available — with Group N/T Table)
4. Client is NOT over maximum I & P Limits (\$25,000 limit)
5. N/A
6.  $\$5,000 - \$3,470 = \$1,530$  CAT

### Example 4

1. Earned income = \$10,000/mo. (4A Occ Class)
2. Total inforce = \$8,000
3. Client IS overinsured based on income (only \$5,650 available — No Group N/T Table)

**CAT not available**

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DI1075 0823