

# Massachusetts Mutual Life Insurance Company US Insurance\* Privacy Notice

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

## **We Protect Your Personal Information By:**

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

## **Personal Information We May Collect:**

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

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

## **We May Share All of the Personal Information We Collect, as Described Above, With:**

- Agents, brokers and others who provide our products and services to you;
- Our affiliated companies, such as insurance or investment companies, insurance agencies or broker-dealers that market our products and services to you;
- Companies that perform marketing or administrative services for us;
- Nonaffiliated companies in order to perform standard business functions on our behalf including those related to processing transactions you request or authorize, or maintaining your policy or contract;
- Courts and government agencies in response to court orders or legal investigations;
- Credit bureaus; and
- Other financial institutions with whom we may jointly market products, if permitted in your state.



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

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

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### **Important Privacy Choices**

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

- Call us at 1-800-272-2216

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

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

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

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

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

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

If you have any questions or concerns about this Privacy Notice, please contact us at 1-800-272-2216.



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



## NOTICE OF INFORMATION PRACTICES

### Collection of Information

In order to underwrite and administer your insurance coverage, we, the Massachusetts Mutual Life Insurance Company, or its Affiliated MML Insurance Company to whom you are applying to for insurance, must collect a certain amount of necessary and helpful information. The amount and type of information collected may vary depending upon the amount and type of coverage applied for. In general, we will be seeking information about your age, occupation, finances, physical condition, health history, mode of living, avocations, and other personal characteristics. In addition, your agent may aid in the collection of this information and collect information to update and improve your insurance program.

### Sources of Information

You are our most important source of information. We may also collect or verify information by contacting medical professionals and institutions which have provided care to you or members of your family proposed for coverage, employer and business associates, family, friends and neighbors, and other insurance companies to which you have applied. We may collect information by exchanges of correspondence, by telephone, and by personal contact. In some cases we may ask an insurance support organization to collect information and submit an investigative consumer report to us. That organization may retain a copy of the report and may disclose its contents to others for whom it performs such services.

### Disclosure of Information

Any information obtained will be treated confidentially. Under some circumstances we, or your agent, may make disclosures of personal information, without your authorization, to third parties. Some of the persons or organizations to whom certain items of information may be disclosed are as follows:

- Persons or organizations which perform business, professional, or insurance functions for us;
- Your agent, General Agent, consumer reporting agencies hired to prepare investigative reports, and other insurance companies to which you have applied for coverage or benefits;
- Your attending physician or treating medical professional.

A description of the circumstances under which information about you might be disclosed without your authorization to the types of persons and organizations referred to above will be sent to you upon request.

### Access to and Correction of Information

You have a right to learn the nature and substance of any personal information about you in our files upon written request. Should you feel any information we have in our files is inaccurate, incomplete or irrelevant, you may request correction, amendment, or deletion of that information. A description of access and correction procedures will be sent to you upon your request.

*Should you have any questions about the above or about our information practices please contact the Underwriting Department.*

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

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

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

**ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS**

**A. Condition For Payment Of Terminal Illness Benefit**

Terminal illness reducing life expectancy to 12 months or less that is first diagnosed after the Certificate Date.

**B. Limitations Of The Terminal Illness Benefit**

- (1) The Terminal Illness Benefit does not provide for long-term care insurance or for nursing-home care insurance. The amount payable under this feature may not be enough to cover the Insured's medical, nursing-home, or other bills.
- (2) Receipt of the Terminal Illness Benefits available under this Certificate **MAY AFFECT MEDICAID** and **SUPPLEMENTAL SECURITY INCOME ("SSI")** eligibility. Exercising the option to accelerate benefits and receiving those benefits before applying for these programs, or while receiving government benefits, may affect initial or continued eligibility. Contact the Medicaid Unit of the local Department of Public Welfare and the Social Security Administration Office for more information.
- (3) The right to a Terminal Illness Benefit automatically ends if and when:
  - An accelerated death benefit payment has been made; or
  - The Certificate is no longer in full force; or
  - The Certificate terminates for any reason.

**C. Payment Option Available**

The amount of Terminal Illness Benefit is equal to 75% of the Death Benefit less:

- Any due but unpaid premiums; and
- 75% of any loans or loan interest outstanding.

**D. Premium For The Terminal Illness Benefit:**

No additional premium is charged for the Accelerated Death Benefit for Terminal Illness feature.

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

If a Terminal Illness Benefit payment is made, the Certificate will remain in full force. For the Certificate, the amounts of insurance and all values will be reduced by 75%. Premiums for the Certificate will be based on the reduced amount of insurance. Any outstanding Certificate loans and loan interest will also be reduced by 75%.

## **ACCELERATED DEATH BENEFIT FOR CHRONIC ILLNESS**

### **A. Condition For Payment Of Chronic Care Benefit**

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

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

An Insured will have a Chronic Illness, if the Insured is permanently unable to perform without Substantial Assistance:

- At least two (2) Activities of Daily Living due to loss of functional capacity; or
- Requires Substantial Supervision to protect the Insured from threats to health or safety due to permanent Severe Cognitive Impairment.

**Activities of Daily Living** are:

- Bathing: the washing of oneself by sponge bath, or in either a tub or shower, including the task of getting in or out of the tub or shower.
- Continence: the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- Dressing: putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- Eating: feeding oneself by getting food to the body from a receptacle (such as a plate, cup or table) or being fed by a feeding tube or intravenously.
- Toileting: getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- Transferring: moving into or out of a bed, chair, or wheelchair.

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

**Qualified Medical Practitioner** is any licensed medical practitioner, other than the Insured, the Certificateowner, or an Insured's household or family member.

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

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

which requires Substantial Supervision.

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

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

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

**B. Limitations Of The Chronic Care Benefit**

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

(2) Receipt of the Chronic Care Benefit available under this Certificate **MAY AFFECT MEDICAID** and **SUPPLEMENTAL SECURITY INCOME (“SSI”)** eligibility. Exercising the option to accelerate benefits and receiving those benefits before applying for these programs, or while receiving government benefits, may affect initial or continued eligibility. Contact the Medicaid Unit of the local Department of Public Welfare and the Social Security Administration Office for more information.

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

(4) The Chronic Care Benefit will be capped at the maximum amount allowed by the Internal Revenue Code in section 7702B(d)(4). This maximum is calculated as the per diem dollar amount adjusted for inflation and multiplied by three hundred sixty-five (365).

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

- An accelerated death benefit payment has been made; or
- The Certificate is no longer in full force; or
- The Certificate terminates for any reason.

**C. Payment Option Available For The Chronic Care Benefit**

The Eligible Amount for the Chronic Care Benefit is determined on the date we receive due proof of Chronic Illness, and is 75% of the Face Amount plus any paid-up additions. The Eligible Amount for the Chronic Care Benefit does not include the amount of benefit under any Rider, unless otherwise specified in the Rider.

The amount of the Chronic Care Benefit payment will be fixed at the time we receive due proof of Chronic Illness. The amount of the Chronic Care Benefit payment is the Eligible Amount for the Chronic Care Benefit, less the sum of:

- The fee for exercising the Chronic Care Benefit; plus
- Any due but unpaid premiums; plus
- 75% of any Certificate Debt outstanding.

**D. Fee For Exercising The Chronic Care Benefit**

There is not a premium charge for the Chronic Care Benefit. There is a fee for exercising the Chronic Care Benefit. The fee is a percentage of the Eligible Amount for the Chronic Care Benefit, and is determined based upon the Attained Age of the Insured on the date we receive due proof of Chronic Illness.

<b>Insured Attained Age</b>	<b>Fee As A Percentage Of The Eligible Amount For The Chronic Care Benefit</b>
Under age 35	36%
Ages 35 - 44	27%
Age 45 and above	18%

## **E. Effect On Certificate For Exercising The Chronic Care Benefit**

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

For the Certificate, the amounts of insurance and all values, excluding any dividend accumulations, will be reduced by 75%. Premiums for the Certificate will be based on the reduced amount of insurance. Any outstanding Certificate Debt will also be reduced by 75%.

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

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