Supplement dated August 6, 2020 to the Prospectuses
each dated May 1, 2020 for:

Strategic Group Variable Universal Life®
Variable Universal Life II
Issued by Massachusetts Mutual Life Insurance Company

Variable Universal Life
Issued by Massachusetts Mutual Life Insurance Company in New York and California and C.M. Life Insurance Company in all other states

Variable Life Select
Issued by Massachusetts Mutual Life Insurance Company in New York and Puerto Rico and MML Bay State Life Insurance Company in all other states

THIS SUPPLEMENT MUST BE READ IN CONJUNCTION WITH YOUR PROSPECTUS. PLEASE RETAIN THIS SUPPLEMENT FOR FUTURE REFERENCE.

This supplement amends certain information in the above-referenced prospectuses ("Prospectuses"):

- Effective September 25, 2020, the American Century VP Income & Growth Fund will be renamed American Century VP Disciplined Core Value Fund. All references in the Prospectuses to American Century VP Income & Growth Fund will be replaced with American Century VP Disciplined Core Value Fund.

If you have questions about this supplement or other product questions, you may contact your registered representative, visit us online at www.massmutual.com/contact-us, or call the MassMutual Customer Service Center at the numbers listed below.

Call our **Customer Service Centers** Monday through Friday:	
Strategic Group Variable Universal Life®	**(800) 548-0073** 8 a.m. - 5 p.m. Eastern Time
All other variable products listed above	**(800) 272-2216** 8 a.m. - 8 p.m. Eastern Time

For more information about the fund, read the fund prospectus. Prospectuses are available on our website at www.MassMutual.com.

Strategic Group Variable Universal Life®

Issued by Massachusetts Mutual Life Insurance Company

Massachusetts Mutual Variable Life Separate Account I

This prospectus describes a variable rider issued in connection with certificates issued to individuals participating under a group flexible premium adjustable life insurance policy offered by Massachusetts Mutual Life Insurance Company (MassMutual). The group policy allows individual owners to elect certificates offering participation in MassMutual's fixed account and to elect a rider to the certificate offering additional participation in a separate account of MassMutual. We refer to the certificates we issue to individuals who elect the variable rider as "policy" or "policies." The policy provides lifetime insurance protection for as long as it remains in force.

The owner (you or your) has a number of investment choices in this policy. They include a Guaranteed Principal Account and more than twenty Separate Account divisions of a segment of Massachusetts Mutual Variable Life Separate Account I. Each of the Separate Account divisions invests in a corresponding fund. These funds are listed on the following page.

You bear the investment risk of any premium allocated to these investment funds. The death benefit may vary and the surrender value will vary, depending on the investment performance of the funds.

The prospectus and Statement of Additional Information (SAI) describe all material terms and features of the policy. Certain non-material provisions of your policy may be different than the general description in the prospectus and the SAI, and certain riders may not be available because of legal requirements in your state. Please see your policy for specific variations since any such state variation will be included in your policy or in riders or endorsements attached to your policy.

The policy provides life insurance protection. It is not a way to invest in mutual funds. Replacing any existing life insurance policy with this policy or financing the purchase of the policy through a loan or through withdrawals from another policy may not be to your advantage. Before purchasing, you should consider the policy in conjunction with other life insurance you own.

The policy:

- is not a bank or credit union deposit or obligation.
- is not FDIC or NCUA insured.
- is not insured by any federal government agency.
- is not guaranteed by any bank or credit union.
- may go down in value.
- provides guarantees that are subject to our financial strength and claims-paying ability.

This prospectus is not an offer to sell the policy in any jurisdiction where it is illegal to offer the policy nor is it an offer to sell it to anyone to whom it is illegal to offer the policy.

To learn more about the policy, you can obtain a copy of the SAI. The SAI is incorporated into this prospectus by reference and is legally a part of this prospectus. We filed the SAI with the Securities and Exchange Commission (SEC). The SEC maintains a website (www.sec.gov) that contains the SAI, material incorporated by reference and other information regarding companies that file electronically with the SEC.

For a free copy of the SAI, other information about this policy, or general inquiries, contact our Administrative Office at the address and phone number below:

Massachusetts Mutual Life Insurance Company
LCM Document Management Hub
1295 State Street
PO Box 2488
Springfield, MA 01101-2488
1-800-548-0073
(Fax) 1-413-226-4054
(E-mail) LCMClientServices@MassMutual.com
www.MassMutual.com

You may request a free personalized illustration of death benefits, surrender values, and cash values from your registered representative or by calling our Administrative Office.

Beginning January 1, 2021, we will no longer send you paper copies of fund shareholder reports (Reports) unless you specifically request paper copies from us. The Reports will be available online. We will notify you by mail each time the Reports are posted. The notice will provide the website link(s) to access the Reports as well as instructions for requesting paper copies. If you wish to continue receiving your Reports in paper free of charge from us, please call 1-866-444-2450. Your election to receive the Reports in paper will apply to all funds available with your policy.

If you have already elected to receive the Reports electronically, you will not be affected by this change and need not take any action. If you wish to receive the Reports and other SEC disclosure documents from us electronically, follow the instructions provided on the inside front cover of this prospectus.

The SEC has not approved or disapproved this policy or determined that this prospectus is accurate or complete. Any representation that it has is a criminal offense.

Please read this prospectus carefully before investing. You should keep it for future reference.

Effective May 1, 2020

Massachusetts Mutual Variable Life Separate Account I

The Separate Account invests in the following funds. You may allocate premium to any of the divisions in the Separate Account, and the Separate Account will purchase equivalent shares in the corresponding funds listed below. You may also allocate premium to the Guaranteed Principal Account. You may maintain account value in a total of 25 Separate Account divisions and the Guaranteed Principal Account at any one time. You bear the entire investment risk for all account value you allocate to a Separate Account division.

We will deliver to you copies of the current fund prospectuses and/or summary prospectuses, which contain detailed information about the funds and their investment objectives, strategies, policies, risks and expenses. You may also visit our website (www.MassMutual.com) to access this prospectus, as well as the current fund prospectuses and summary prospectuses, or contact our Administrative Office to request copies.

AIM Variable Insurance Funds (Invesco Variable Insurance Funds)
- Invesco Oppenheimer V.I. Capital Appreciation Fund (Series I)
- Invesco Oppenheimer V.I. Conservative Balanced Fund (Series I)
- Invesco Oppenheimer V.I. Discovery Mid Cap Growth Fund (Series I)
- Invesco Oppenheimer V.I. Global Fund (Series I)
- Invesco Oppenheimer V.I. Global Strategic Income Fund (Series I)
- Invesco Oppenheimer V.I. Government Money Fund (Series I)
- Invesco Oppenheimer V.I. International Growth Fund (Series I)
- Invesco Oppenheimer V.I. Main Street Fund® (Series I)
- Invesco Oppenheimer V.I. Main Street Small Cap Fund® (Series I)
- Invesco Oppenheimer V.I. Total Return Bond Fund (Series I)

American Century Variable Portfolios, Inc.
- American Century VP Income & Growth Fund (Class I)
- American Century VP Value Fund (Class I)

Fidelity® Variable Insurance Products Fund
- Fidelity® VIP Contrafund® Portfolio (Service Class)

MFS® Variable Insurance Trust
- MFS® Growth Series (Initial Class)
- MFS® New Discovery Series (Initial Class)
- MFS® Research Series (Initial Class)

MML Series Investment Fund
- MML Aggressive Allocation Fund (Initial Class)
- MML Balanced Allocation Fund (Initial Class)
- MML Blue Chip Growth Fund (Initial Class)
- MML Conservative Allocation Fund (Initial Class)
- MML Equity Index Fund (Class II)
- MML Growth Allocation Fund (Initial Class)
- MML Moderate Allocation Fund (Initial Class)

MML Series Investment Fund II
- MML Equity Fund (Initial Class)
- MML Managed Bond Fund (Initial Class)
- MML Small Cap Equity Fund (Initial Class)
- MML Strategic Emerging Markets Fund (Class II)

T. Rowe Price Equity Series, Inc.
- T. Rowe Price Mid-Cap Growth Portfolio(1)
- T. Rowe Price New America Growth Portfolio

(1) *The T. Rowe Price Mid-Cap Growth Portfolio is not available as an investment choice for policies issued on May 1, 2004 or later.*

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Summary of Benefits and Risks

Variable life insurance policies are complex insurance products with unique benefits. Before you purchase a variable life insurance policy, you should consider whether, among other things:

- you have a need for death benefit protection;
- you understand the risks and benefits of the policy;
- you can afford to pay the applicable policy charges to keep the policy in force;
- you understand how the policy charges impact your policy's account value;
- you understand your account value will fluctuate when allocated to the Separate Account;
- you understand that the Company prohibits market timing and frequent transfers;
- you understand whether your registered representative will receive more compensation for selling this life insurance policy rather than another;
- you understand that if you are older, the following features of a variable life insurance policy will more likely disadvantage you:
    - the limitations on account value access; and
    - the impact of account value fluctuations on variable death benefit options.

The following is a summary of the principal benefits and risks of the policy. It is only a summary. Additional information on the policy's benefits and risks can be found in later sections of this prospectus.

Benefits of the Policy

Death Benefit. The primary benefit of your policy is life insurance coverage. While the policy is in force, which means the policy has not terminated, a death benefit will be paid to the beneficiary when the insured dies.

Choice of Death Benefit Options. The policy offers two death benefit options. Each is the greater of the minimum face amount in effect on the date of death, or:

- *Death Benefit Option A (a level amount option):* The selected face amount in effect on the date of death.
- *Death Benefit Option B (a variable amount option):* The selected face amount plus the account value of the policy on the date of death.

The death benefit we pay will be reduced by any outstanding policy debt and any unpaid premium needed to avoid policy termination.

Right to Return the Policy. You have a limited period of time after the policy is issued during which you can cancel the policy and receive a refund (free look). Please review your policy carefully for details.

Variable Investment Choices. The policy offers a choice of more than 20 Separate Account divisions within its Separate Account. Each Separate Account division invests in shares of a designated investment fund. You may invest in a maximum of 25 Separate Account divisions at a time.

Guaranteed Principal Account (GPA). In addition to the above mentioned variable investment choices, you may also allocate net premiums to the Guaranteed Principal Account. Amounts allocated to the Guaranteed Principal Account are guaranteed and earn interest daily. Certain restrictions apply to transfers to and from the Guaranteed Principal Account.

Flexibility. The policy is designed to be flexible to meet your specific life insurance needs. Within limitations, you can:

- choose the timing, amount and frequency of premium payments;
- change the death benefit option;
- increase or decrease the policy's face amount;
- change the owner or beneficiary; and
- change your investment selections.

Transfers. Within limitations, you may transfer funds among the Separate Account divisions and the Guaranteed Principal Account. Limitations on transfers are described in the “Risks of the Policy” table and the “Policy Transactions” section. We also offer two automated transfer programs: Automated Account Re-Balancing and Automated Account Value Transfer.

Surrenders and Withdrawals. You may surrender your policy, and we will pay you its surrender value. You may also withdraw a part of the surrender value. A withdrawal will reduce your account value, may increase the risk that the policy will terminate, and may reduce the selected face amount of your policy. Surrenders and withdrawals may result in adverse tax consequences.

Loans. You may take a loan on the policy. The policy secures the loan. Taking a loan may have adverse tax consequences and will increase the risk that your policy may terminate.

Assignability. You may assign the policy as collateral for a loan or other obligation.

Tax Benefits. You are generally not taxed on the policy’s earnings until you withdraw account value from your policy. This is known as tax deferral. Your beneficiary may receive the Death Benefit free of income tax.

Additional Benefits. There are a number of additional benefits you may add to your policy by way of riders. The riders available with this policy are listed in the “Other Benefits Available Under the Policy” section. An additional charge may apply if you elect a rider.

Risks of the Policy

Investment Risks. The value of your policy will fluctuate with the performance of the Separate Account divisions you select. Your Separate Account divisions may decline in value or they may not perform to your expectations. You bear the investment risk of any account value invested in the Separate Account divisions. It is possible you could lose your entire investment.

Suitability. Variable life insurance is designed to help meet long-term financial goals. It is not suitable as a vehicle for short-term savings. You should not purchase the policy if you will need the policy value in a short period of time.

Policy Termination. Your policy could terminate if the value of the policy becomes too low to support the policy’s monthly charges or if total policy debt exceeds the account value. Factors that may cause your policy to terminate include: insufficient premium payments, poor investment performance, withdrawals, and loans (including loan interest) that have not been re-paid. Before the policy terminates, however, you will have a grace period during which you will be notified in writing that your coverage may terminate unless you pay additional premium. Termination of your policy may result in adverse tax consequences.

Limitations on Access to Cash Value.

- Withdrawals are not available during the first six months of the first policy year.
- The minimum withdrawal amount is $500. A withdrawal charge equal to the lesser of 2% of the amount of the withdrawal or $25 will be deducted from the amount of the withdrawal.
- The withdrawal amount may not exceed the non-loaned account value of the Separate Account division(s) or the Guaranteed Principal Account from which the withdrawal is to be made.
- The maximum withdrawal amount is equal to the cash surrender value less an amount equal to one plus the number of monthly calculation dates remaining in your modal term multiplied by your most recent monthly deduction.

Limitations on Transfers.

- Transfers from the Guaranteed Principal Account are generally limited to one per policy year and may not exceed the lesser of
    - 25% of your account value in the Guaranteed Principal Account at the time of your transfer or

  - Your account value in the Guaranteed Principal Account (less any policy debt) less an amount equal to one plus the number of monthly calculation dates remaining in your modal term multiplied by your most recent monthly deduction.
- We reserve the right to restrict or reject transfers if we determine the transfers reflect frequent trading or a market-timing strategy, or we are required to restrict or reject by the applicable fund.
- You may maintain account value in a maximum of 25 Separate Account divisions and the Guaranteed Principal Account at any one time.
- We reserve the right to charge a transfer fee for each transfer after twelve transfers in a policy year.

Impact of Loans. Taking a loan from your policy may increase the risk that your policy will terminate. A loan will have a permanent effect on the policy's surrender value and will reduce the death proceeds. Also, policy termination with an outstanding loan can result in adverse tax consequences.

Withdrawals. A withdrawal will reduce your policy's account value by the amount withdrawn, including the withdrawal fee. If the policy's account value is reduced to a point where it cannot meet a monthly deduction, your policy may terminate. A withdrawal may also reduce your policy's face amount and may have adverse tax consequences.

Adverse Tax Consequences. Certain transactions (including but not limited to withdrawals, surrenders and loans) may lead to a taxable event. Under certain circumstances (usually if your premium payments in the first seven years or less exceed specified limits), your policy may become a "modified endowment contract" (MEC). Under federal tax law, loans, collateral assignments, withdrawals, and other pre-death distributions received from a MEC policy are taxed as income first and recovery of cost basis second. Also, distributions includible in income received before you attain age 59½ may be subject to a 10% penalty. Existing tax laws that affect this policy may change at any time. Please see the "Federal Income Tax Considerations" section.

Policy Charge Changes. We have the right to increase certain policy and rider charges; however, the charges will not exceed the maximum charges identified in the fee tables. If we increase a policy or rider charge, you may need to increase the amount and/or frequency of your premiums to keep your policy in force.

Additional Risks. The type of investments that a fund company makes will also create risk. A comprehensive discussion of the risks of each of the funds underlying the divisions of the Separate Account may be found in that fund's prospectus. You should read the fund's prospectus carefully before investing.

Fee Tables

The following tables describe the fees and expenses that you will pay when buying, owning and surrendering the policy. A more detailed description of these fees can be found in the "Charges and Deductions" section.

Transaction Fees

This table describes fees and expenses that you will pay at the time you pay premium or take account value out of the policy.

Charge	When Charge is Deducted	Amount Deducted	
Sales Load Charge(1)	When you pay premium	Maximum: 5%	Current: Not to exceed 5% of each premium
State Premium Tax Charge	When you pay premium	Maximum: This charge will always equal the applicable state rate multiplied by the premium paid	Current: Not to exceed 5% of each premium
Deferred Acquisition Cost (DAC) Tax Charge	When you pay premium	Maximum: This charge will always represent the expense to MassMutual of the deferred acquisition cost tax	Current: Not to exceed 0.25% of each premium
Withdrawal Charge	When you withdraw a portion of your account value from the policy	Maximum: 2% of the amount withdrawn, not to exceed $25 per withdrawal	Current: 2% of the amount withdrawn, not to exceed $25 per withdrawal
Transfer Charge	Upon each transfer after the first 12 transfers in a policy year	Maximum: $10	Current: $0

(1) *The Sales Load Charge varies for each employer group depending on (1) the group enrollment procedures selected by the employer, (2) the total group premium paid by the employer, (3) the size of the employer group, and (4) other factors. Once the Sales Load Charge is set, it will never change for any of the policies issued to individuals under the same group.*

Periodic Charges Other than Fund Operating Expenses

This table describes the fees and expenses that you will pay periodically, other than fund operating expenses, during the time that you own the policy.

For Policies Issued After December 31, 2019

Charge	When Charge is Deducted	Amount Deducted	
Cost of Insurance Charge(1)(2)	Monthly, on the policy's monthly calculation date	Maximum Rate per $1,000 of Insurance Risk: • $59.52	Current Range of Rates per $1,000 of Insurance Risk: • $0.09 – $59.52
Cost of Insurance Charge for a 45 year old non-smoker in the standard risk classification, with death benefit option 1(3)	*Monthly, on the policy's monthly calculation date*	*Rate per $1,000 of Insurance Risk* • *$0.12*	

Charge	When Charge is Deducted	Amount Deducted	
Administrative Charge	Monthly, on the policy's monthly calculation date	Maximum: $9 per policy	Current: (i) Policies issued as part of an employer sponsored mandatory (basic) insurance program: • Fewer than 1,000 policies in a case, $5.25 per policy[4] • 1,000+ policies in a case, $0.00 per policy[5] (ii) All other policies, $5.25 per policy
Mortality & Expense Risk Charge	Daily (at the effective annual rate)	<u>Maximum Annual Rate:</u> 1.00% of the policy's average daily net assets in the Separate Account divisions	<u>Current Annual Rate:</u> 0.75% of the policy's average daily net assets in the Separate Account divisions
Loan Interest Rate Expense Charge[6]	Reduces the interest we credit on the loaned value. We credit loan interest daily	Maximum: 1.25%	Current: 0.75%

All of the monthly charges listed in the table above are deducted from the Guaranteed Principal Account. If the value in the Guaranteed Principal Account is less than the charges, the deficiency will be deducted proportionately from the then current account values in the Separate Account divisions. The mortality and expense charge is deducted from the assets of the Separate Account only.

(1) *The cost of insurance charge rates may vary by a number of factors, including but not limited to, the insured's issue age, risk classification, selected face amount, policy duration and group rating. This rate may not be representative of the charge that a particular policy owner will pay. If you would like information on the cost of insurance charge rates for your particular situation, you can request a personalized illustration from your registered representative or by calling our Administrative Office at 1-800-548-0073.*

(2) *For policies that were issued after December 31, 2019, the maximum cost of insurance rates are based on the 2017 Commissioners' Standard Ordinary (2017 CSO) Table. The cost of insurance charge rates reflected in this table are for standard risks.*

(3) *The rates shown for "representative insured" are first year rates for supplemental coverage only. Rates for mandatory coverage for the 1st year are $0.11 (Current Amount Deducted) and $0.29 (Maximum Amount Deducted) for groups issued prior to November 1, 2005 and $0.10 (Current Amount Deducted) and $0.29 (Maximum Amount Deducted) for groups issued on and after November 1, 2005. The rates will increase as the insured ages. For groups issued on and after November 1, 2005, eligibility to maintain these "Current Amount Deducted" rates is contingent upon the group's meeting our established criteria for this rate class. We reevaluate eligibility for the rate class at five-year intervals from the anniversary of the effective date of the employer's participation in the group contract.*

(4) *For employer sponsored mandatory (basic) insurance programs, cases issued with fewer than 1,000 policies will be reviewed annually on the anniversary of the effective date of the employer's participation in the group contract. If on such date the number of policies in the case exceeds 1,000, we will eliminate the monthly Administrative Charge for the policies in that case. Such reduction will take effect within 60 days of the date of the annual review.*

(5) *If you become disassociated from your employer or your employer no longer sponsors the insurance program, the current monthly Administrative Charge for your policy will be $5.25.*

(6) *We charge interest on policy loans, but we also credit interest on the cash value we hold as collateral on policy loans. The loan interest rate expense charge represents the difference (cost) between the loan interest rate we charge and the interest credited on loaned amounts.*

For Policies Issued After December 16, 2008 Up To and Including December 31, 2019

Charge	When Charge is Deducted	Amount Deducted	
Cost of Insurance Charge[1][2]	Monthly, on the policy's monthly calculation date	Maximum Rate per $1,000 of Insurance Risk: • $43.15	Current Range of Rates per $1,000 of Insurance Risk: • $0.09 – $43.15
Cost of Insurance Charge for a 45 year old non-smoker in the standard risk classification, with death benefit option 1[3]	*Monthly, on the policy's monthly calculation date*	*Rate per $1,000 of Insurance Risk* • $0.11	

Charge	When Charge is Deducted	Amount Deducted	
Administrative Charge	Monthly, on the policy's monthly calculation date	Maximum: $9 per policy	Current: (i) Policies issued as part of an employer sponsored mandatory (basic) insurance program: • Fewer than 1,000 policies in a case, $5.25 per policy[4] • 1,000+ policies in a case, $0.00 per policy[5] (ii) All other policies, $5.25 per policy
Mortality & Expense Risk Charge	Daily (at the effective annual rate)	Maximum Annual Rate: 1.00% of the policy's average daily net assets in the Separate Account divisions	Current Annual Rate: 0.75% of the policy's average daily net assets in the Separate Account divisions
Loan Interest Rate Expense Charge[6]	Reduces the interest we credit on the loaned value. We credit loan interest daily	Maximum: 1.25%	Current: 0.75%

All of the monthly charges listed in the table above are deducted from the Guaranteed Principal Account. If the value in the Guaranteed Principal Account is less than the charges, the deficiency will be deducted proportionately from the then current account values in the Separate Account divisions. The mortality and expense charge is deducted from the assets of the Separate Account only.

(1) *The cost of insurance charge rates may vary by a number of factors, including but not limited to, the insured's issue age, risk classification, selected face amount, policy duration and group rating. This rate may not be representative of the charge that a particular policy owner will pay. If you would like information on the cost of insurance charge rates for your particular situation, you can request a personalized illustration from your registered representative or by calling our Administrative Office at 1-800-548-0073.*

(2) *For policies issued after December 16, 2008 up to and including December 31, 2019, the maximum cost of insurance rates are based on the 2001 Commissioners' Standard Ordinary (2001 CSO) Table. The cost of insurance charge rates reflected in this table are for standard risks.*

(3) *The rates shown for "representative insured" are first year rates for supplemental coverage only. Rates for mandatory coverage for the 1st year are $0.11 (Current Amount Deducted) and $0.24 (Maximum Amount Deducted) for groups issued prior to November 1, 2005 and $0.10 (Current Amount Deducted) and $0.24 (Maximum Amount Deducted) for groups issued on and after November 1, 2005. The rates will increase as the insured ages. For groups issued on and after November 1, 2005, eligibility to maintain these "Current Amount Deducted" rates is contingent upon the group's meeting our established criteria for this rate class. We reevaluate eligibility for the rate class at five-year intervals from the anniversary of the effective date of the employer's participation in the group contract.*

(4) *For employer sponsored mandatory (basic) insurance programs, cases issued with fewer than 1,000 policies will be reviewed annually on the anniversary of the effective date of the employer's participation in the group contract. If on such date the number of policies in the case exceeds 1,000, we will eliminate the monthly Administrative Charge for the policies in that case. Such reduction will take effect within 60 days of the date of the annual review.*

(5) *If you become disassociated from your employer or your employer no longer sponsors the insurance program, the current monthly Administrative Charge for your policy will be $5.25.*

(6) *We charge interest on policy loans, but we also credit interest on the cash value we hold as collateral on policy loans. The loan interest rate expense charge represents the difference (cost) between the loan interest rate we charge and the interest credited on loaned amounts.*

For Policies Issued On or Before December 16, 2008

Charge	When Charge is Deducted	Amount Deducted	
Cost of Insurance Charge[1][2]	Monthly, on the policy's monthly calculation date	Maximum Rate per $1,000 of Insurance Risk: • $83.33	Current Range of Rates per $1,000 of Insurance Risk: • $0.05 – $83.33
Cost of Insurance Charge for a 45 year old non-smoker in the standard risk classification, with death benefit option 1[3]	*Monthly, on the policy's monthly calculation date*	*Rate per $1,000 of Insurance Risk* • *$0.11*	

Charge	When Charge is Deducted	Amount Deducted	
Administrative Charge	Monthly, on the policy's monthly calculation date	Maximum: $9 per policy	Current: (i) Policies issued as part of an employer sponsored mandatory (basic) insurance program: • Fewer than 1,000 policies in a case, $5.25 per policy[4] • 1,000+ policies in a case, $0.00 per policy[5] (ii) All other policies, $5.25 per policy
Mortality & Expense Risk Charge	Daily (at the effective annual rate)	<u>Maximum Annual Rate:</u> 1.00% of the policy's average daily net assets in the Separate Account divisions	<u>Current Annual Rate:</u> 0.75% of the policy's average daily net assets in the Separate Account divisions
Loan Interest Rate Expense Charge[6]	Reduces the interest we credit on the loaned value. We credit loan interest daily	Maximum: 1.25%	Current: 0.75%

All of the monthly charges listed in the table above are deducted from the Guaranteed Principal Account. If the value in the Guaranteed Principal Account is less than the charges, the deficiency will be deducted proportionately from the then current account values in the Separate Account divisions. The mortality and expense charge is deducted from the assets of the Separate Account only.

(1) *The cost of insurance charge rates may vary by a number of factors, including but not limited to, the insured's issue age, risk classification, selected face amount, policy duration and group rating. This rate may not be representative of the charge that a particular policy owner will pay. If you would like information on the cost of insurance charge rates for your particular situation, you can request a personalized illustration from your registered representative or by calling our Administrative Office at 1-800-548-0073.*

(2) *For policies that were issued on or before December 16, 2008, the maximum cost of insurance rates are based on the 1980 Commissioners' Standard Ordinary (1980 CSO) Tables.The cost of insurance rates reflected in this table are for standard risks.*

(3) *The rates shown for "representative insured" are first year rates for supplemental coverage only. Rates for mandatory coverage for the 1st year are $0.11 (Current Amount Deducted) and $0.36 (Maximum Amount Deducted) for groups issued prior to November 1, 2005 and $0.10 (Current Amount Deducted) and $0.36 (Maximum Amount Deducted) for groups issued on and after November 1, 2005. The rates will increase as the insured ages. For groups issued on and after November 1, 2005, eligibility to maintain these "Current Amount Deducted" rates is contingent upon the group's meeting our established criteria for this rate class. We reevaluate eligibility for the rate class at five-year intervals from the anniversary of the effective date of the employer's participation in the group contract.*

(4) *For employer sponsored mandatory (basic) insurance programs, cases issued with fewer than 1,000 policies will be reviewed annually on the anniversary of the effective date of the employer's participation in the group contract. If on such date the number of policies in the case exceeds 1,000, we will eliminate the monthly Administrative Charge for the policies in that case. Such reduction will take effect within 60 days of the date of the annual review.*

(5) *If you become disassociated from your employer or your employer no longer sponsors the insurance program, the current monthly Administrative Charge for your policy will be $5.25.*

(6) *We charge interest on policy loans, but we also credit interest on the cash value we hold as collateral on policy loans. The loan interest rate expense charge represents the difference (cost) between the loan interest rate we charge and the interest credited on loaned amounts.*

Rider Charges

This table describes: (1) charges you will pay at the time you exercise a rider and (2) any ongoing charges associated with a rider.

Charge	When Charge is Deducted	Amount Deducted	
Accelerated Benefits Rider	If a claim for Accelerated Benefits is made	Maximum: $250	Current: $0 (there is currently no charge for this rider)

Charge	When Charge is Deducted	Amount Deducted	
Accidental Death and Dismemberment Rider (AD&D)(1)	Monthly, on the policy's monthly calculation date	Maximum Range of Rates per $1,000 of Insurance Risk: • $0.04 – $0.06	Current Range of Rates per $1,000 of Insurance Risk: • $0.04 – $0.06
Accidental Death and Dismemberment Rider charge for a 45 year old, non-smoker, in the standard risk classification(2)	*Monthly, on the policy's monthly calculation date*	*Rate per $1,000 of Insurance Risk:* • *$0.05*	
Waiver of Monthly Charges Rider(1)	Monthly, on the policy's monthly calculation date	Maximum Rate per $1 of Monthly Deduction: (3) • $0.05 – $0.12	Current Rate per $1 of Monthly Deduction:(3) • $0.05 – $0.12
Waiver of Monthly Charges Rider charge for a 45 year old male, non-smoker, in the standard risk classification(2)	*Monthly, on the policy's monthly calculation date*	*Rate per $1 of Monthly Deduction:*(3) • *$0.11*	

(1) *The accidental death and dismemberment rider charges and the waiver of monthly charges rider charges vary based on the individual characteristics of the insured. These rider charges may not be representative of the charges that a particular policy owner will pay. If you would like information on the accidental death and dismemberment rider charges and the waiver of monthly charges rider charges for your particular situation, you can request a personalized illustration from your registered representative or by calling our Administrative Office at 1-800-548-0073.*

(2) *The rates shown for the "representative insured" are first year rates only.*

(3) *The policy's "monthly deduction" is the sum of the following current monthly charges: (a) administrative charge, (b) cost of insurance charge and (c) any applicable rider charges.*

Annual Fund Operating Expenses

While you own the policy, if your assets are invested in any of the divisions of the Separate Account, you will be subject to the fees and expenses charged by the fund in which that Separate Account division invests. The table below shows the minimum and maximum total operating expenses charged by any of the funds, expressed as a percentage of average net assets, for the year ended December 31, 2019 (before any waivers or reimbursements). Current and future expenses may be higher or lower than those shown. More detail concerning each fund's fees and expenses that you may periodically be charged during the time that you own the policy is contained in each fund prospectus.

Charge	*Minimum*	*Maximum*
Total Annual Fund Operating Expenses that are deducted from fund assets, including management fees, distribution, and/or 12b-1 fees, and other expenses. (1)	0.29%	1.33%

(1) *The fund expenses used to prepare this table were provided to us by the funds. We have not independently verified such information provided to us by funds that are not affiliated with us.*

The information above describes the fees and expenses you pay related to the policy. For information on compensation we may receive from the funds and their advisers and sub-advisers, please see "Compensation We Receive from Funds, Advisers and Sub-Advisers" in the "Investment Choices" section. For information on compensation we pay to broker-dealers selling the policy, please see "Distribution" in the "Other Information" section.

Index of Special Terms

We have tried to make this prospectus as readable and understandable for you as possible. By the very nature of the policy, however, certain technical words or terms are unavoidable. We have identified the following as some of these words or terms.

The page that is indicated here is where we believe you will find the best explanation for the word or term.

The Company

In this prospectus, the “Company,” “we,” “us,” and “our” refer to Massachusetts Mutual Life Insurance Company (MassMutual). MassMutual and its domestic life insurance subsidiaries provide individual and group life insurance, disability insurance, individual and group annuities and guaranteed interest contracts to individual and institutional customers in all 50 states of the U.S., the District of Columbia and Puerto Rico. Products and services are offered primarily through MassMutual’s distribution channels: MassMutual Financial Advisors, Digital Direct to Consumer and Business to Business, Institutional Solutions and Workplace Solutions.

MassMutual is organized as a mutual life insurance company. MassMutual’s home office is located at 1295 State Street, Springfield, Massachusetts 01111-0001.

Variable Rider to Group Flexible Premium Adjustable Life Insurance Certificate (GVUL)

Availability

Only certificate owners may elect the variable rider. The certificates are only available to individuals who are members of a group acceptable to MassMutual where the group sponsor such as an employer, sponsoring organization or trust executes a participation agreement requesting participation in a group contract issued by MassMutual. We refer to the certificates we issue to individuals who elect the variable rider as a “policy” or “policies.” We refer to a group of policies sold to individuals with a common employment or other non-insurance motivated relationship as a “case.” We aggregate each individual in a group for purposes of determining:

- issue dates;
- policy dates;
- underwriting classification; and
- sales load percentages.

The group contract and the participation agreement specify the rights and privileges of the employer or group sponsor. The policy is evidence of coverage under the group contract, and you may exercise all rights and privileges under the policy through the employer or group sponsor. After termination of the employment or other relationship or if the employer is no longer sponsoring the program, you may exercise all rights and privileges directly with us.

In certain states, the policy is not available as a variable rider to a group flexible premium adjustable life insurance certificate. In these states, the policy is only available as a group flexible premium variable adjustable life insurance certificate issued under a group flexible premium variable adjustable life insurance policy. The policy will still provide you the opportunity to allocate account value to the Separate Account and in all material respects is identical to the variable rider to a group flexible premium adjustable life insurance certificate.

In connection with the offering and sale of the policy, we reserve the right to reject any purchase application.

General Overview

The policy is a life insurance contract between you (owner) and MassMutual. In exchange for your premium payments, we agree to pay a death benefit to the beneficiary when the insured dies while the policy is in force.

The policy provides premium payment and death benefit flexibility. It permits you to vary the frequency and amount of premium payments and to increase or decrease the policy’s face amount. The policy also offers you a choice of two death benefit options and you can, within limitations, change your death benefit option. This flexibility allows you to meet changing insurance needs under a single life insurance policy.

Generally, you are not taxed on policy earnings until you take money out of the policy. This is known as tax deferral.

The policy is called variable life insurance because you can choose to allocate your net premium payments among various investment choices. Your choices include the funds listed in this prospectus and a Guaranteed Principal Account. Your policy value and the amount of the death benefit we pay may vary due to a number of factors, including, but not limited to, the investment performance of the funds you select, the interest we credit on the Guaranteed Principal Account, and the death benefit option you select. When the insured dies, if the policy is in force, we will pay the beneficiary a death benefit.

From time to time you may want to submit a written request for a change of beneficiary, a transfer, or some other action. We can only act upon your request if we receive it in "good order." "Good order" means that all the documents and forms necessary to process a request are complete and received by us at the location designated by us for the particular transaction (e.g., our Administrative Office; our secure website). Contact our Administrative Office to learn what information we require for your request to be in good order. Your request must include the information, documentation, instructions, and/or authorization we need to complete the action without using our own discretion to carry it out. Additionally, some actions may require that you submit your request on our form. We may, in our sole discretion, determine whether any particular request is in good order, and we reserve the right to change or waive any good order requirements at any time.

In addition to written requests, we may allow requests by telephone, fax or website. Telephone, fax, or website transactions may not always be available. Telephone, fax, and computer systems can experience outages or slowdowns for a variety of reasons. These outages or slowdowns may prevent or delay our receipt of your request. We may make these additional methods available at our discretion. They may be suspended or discontinued at any time without notice. Not all transaction types can be requested by fax, telephone or website.

All financial transactions (including premium payments, surrenders, withdrawals, loan related transactions, and transfers) received in good order will be effective on a valuation date. A "valuation date" is any day on which the net asset value of the units of each division of the Separate Account is determined. Generally, this will be any date on which the New York Stock Exchange (NYSE), or its successor, is open for trading. Our valuation date ends when the NYSE closes. This is usually at 4:00 p.m. Eastern Time. Any financial transaction request (including telephone, fax, and website requests) received after the NYSE closes is processed as of the next valuation date. Under certain circumstances we may defer payment of certain financial transactions. Please see the "When We Pay Death Benefit Proceeds" and the "Other Policy Rights and Limitations" sections. Valuation dates do not include days when the NYSE is not open for trading, which generally includes weekends and major U.S. holidays.

This policy is "participating," which means it may or may not share in any dividends we pay. Each year we determine how much money can be paid as dividends. This is called divisible surplus. We then determine how much of this divisible surplus is to be allocated to this policy. This determination is based on the policy's contribution to divisible surplus. Since we do not expect this policy to contribute to divisible surplus, we do not expect that any dividends will be payable on this policy.

Owner, Insured, Beneficiary

Owner

The owner is the person who will generally make the choices that determine how the policy operates while it is in force. You name the owner in the application. However, the owner may be changed while the policy is in force; therefore, the owner is the person we have listed as such in our records. Generally, the change of owner will take effect as of the date the written request is signed. However, in certain states, you may not change owners without our approval. We will refuse or accept any requested change of owner on a non-discriminatory basis. Please see to your policy. Each change will be subject to any payment we made or other action we took before receiving the written request. When we use the terms "you" or "your" in this prospectus, we are referring to the owner.

The sale of your policy to an unrelated investor, sometimes called a viatical or a life settlement, typically has transaction costs that may reduce the value of the settlement. Discuss the benefits and risks of selling your life insurance policy with your registered representative and estate planner before you enter into a life settlement. Such a sale may also have adverse tax consequences. Please see "Sales to Third Parties" in the "Federal Income Tax Considerations" section for more information.

Insured

The insured is the person on whose life the policy is issued. The insured is named in the application for the policy. The policy owner must have an insurable interest in the life of the insured in order for the policy to be valid under state law and for the policy to be considered life insurance for income tax purposes. If the policy does not comply with the insurable interest requirements of the issue state at the time of issue, the policy may be deemed void from the beginning. As a result, the policy would not provide the intended benefits. It is the responsibility of the policy owner to determine whether proper insurable interest exists at the time of policy issuance. Generally, we will not issue a policy for an insured who is more than 75 years old.

Beneficiary

The beneficiary is the person you name in the application to receive any death benefit. You may name different classes of beneficiaries, such as primary and secondary. These classes will set the order of payment.

Unless an irrevocable beneficiary has been named, you can change the beneficiary at any time before the insured dies by sending a written request in good order to our Administrative Office. If an irrevocable beneficiary has been named, the owner must have their consent to change the beneficiary. Generally, the change will take effect as of the date your request is signed. Each change will be subject to any payment we made or other action we took before receiving the request in good order.

If no beneficiary is living or in existence when the insured dies, we will pay you the death benefit unless the policy states otherwise. If you are deceased, the death benefit will be paid to your estate.

Purchasing a Policy

Purchasing a Policy

To apply for a policy, you must send us a completed application. The minimum selected face amount of a policy is currently $50,000. The owner selects, within our limits, the policy's face amount. The face amount is used to determine the amount of insurance coverage the policy provides while it is in force. The initial selected face amount is the face amount on the policy date and is listed on the first page of your policy. The "policy date" is the date used as the starting point for determining policy anniversary dates, policy years and monthly calculation dates. Your "policy anniversary" is the anniversary of the policy date.

We determine whether to accept or reject the application for the policy. Coverage under the policy generally becomes effective on the policy's issue date. The policy's issue date is the date we actually issue the policy. However, if we have not received the first premium and all documents necessary to process the premium by the issue date, then coverage will not begin until the date those items are received in good order at our Administrative Office.

Your Right to Return the Policy

You have the right to examine your policy. If you change your mind about owning it, generally, you may cancel it within 10 calendar days of receiving it (free look). Your election of the variable rider does not increase or decrease the duration of this free look period. If you cancel the policy within the free look period, we will issue you a refund. The free look period may vary depending on your state's requirements.

The refund equals either:

(1) the account value plus any premium deduction(s) and monthly deduction(s) reduced by any loans or withdrawals; or

(2) where required by state law, all premiums paid, reduced by any loans or withdrawals.

During the free look period, your net premium payment is held in the Guaranteed Principal Account. If you elect the variable rider after the free look period applicable to your certificate has expired, the net premiums that you pay will be applied among the Guaranteed Principal Account and the Separate Account divisions in accordance with your instructions.

To cancel the policy, return it to us at our Administrative Office, to the agent who sold the policy, or to one of our agency offices.

Premiums

Premium Payments

There are two premium concepts under the policy:

- Minimum Initial Premium
- Modal Term Premium

Minimum Initial Premium

You must pay the minimum initial premium and submit the application and all other required forms in good order to our Administrative Office before we will issue your variable rider. The minimum initial premium is $500, which can be paid in one lump sum or throughout the first policy year via payroll deduction or by the Pre-Authorized Check (PAC) Premium Payment Service (described below). The policy year is the twelve month period beginning with the policy date, and each successive twelve month period thereafter. The minimum amount for each payroll deduction or PAC premium payment is $50 per month.

There is no $500 minimum initial premium payment requirement to activate the variable rider in states where we issue the policy as a group flexible premium variable adjustable life insurance certificate instead of as a variable rider to a group flexible premium adjustable life insurance certificate.

Modal Term Premium

Your employer remits the estimated premium amount that is necessary to cover the premium deductions and monthly deductions we assess under the policy during a period of time selected by your employer. We call the estimated premium amount a “modal term premium.” The period of time selected by your employer can be one month, one calendar quarter, a six month period or one year. We call this period of time the “modal term.” We always apply billed modal term premiums to the Guaranteed Principal Account.

We base the modal term premium for a policy upon:

- cost of insurance rates;
- the sales load;
- the state premium tax charge;
- the deferred acquisition cost tax charge;
- the administrative charge; and
- any applicable rider charges.

The modal term premium for your policy may be subject to minimum and maximum amounts depending on:

- the selected face amount of your policy;
- the insured’s age; and
- the employer group.

Please refer to “Appendix A” for the calculation of a hypothetical modal term premium.

The modal term selected by the employer in the participation agreement forms the basis for the billing cycle for your policy. If the employer selects a monthly modal term, then we will send your employer a monthly premium invoice for your policy. If the employer selects a yearly modal term, then we will send your employer an annual premium invoice. The employer may change the selected modal term at any time by written request to us. Your modal term is specified in your policy’s schedule pages.

If you become disassociated from your employer or if your employer no longer sponsors the program, you may elect to continue the policy on your own. If you choose to continue the policy, you will become vested in all policy rights previously held by your employer, including the right to change the modal term to any mode but monthly, unless you select the monthly PAC Premium Payment Service (described below).

There is no penalty if the employer does not pay the modal term premium; however, if the employer does not pay the modal term premium by the premium notice due date, we will deduct that amount from your account value. Payment of this amount does not guarantee coverage for any period of time. Even if the employer pays modal term premiums, the policy terminates if the account value becomes insufficient to pay account value charges and the grace period expires without sufficient payment. (Please refer to “Policy Termination and Reinstatement” in the “Policy Value” section.)

Pre-Authorized Check (PAC) Premium Payment Service

You may elect to pay premiums by pre-authorized check. If you elect this service, we will automatically deduct premium payments from a bank account you designate. We will not send a bill for these automatic payments. You may commence the pre-authorized check service at any time, unless your policy has entered its grace period (see “Policy Termination and Reinstatement” in the “Policy Value” section for more information). You can discontinue this service by contacting our Administrative Office.

We must receive notification of account changes at our Administrative Office prior to ten days before the next draft. Withdrawals from your bank account will be made on the designated draft date. We may discontinue the pre-authorized check service and automatically switch you to quarterly payments if:

- your policy has insufficient value to cover the monthly charges due and your elected premium is below the current monthly deductions; or
- we are unable to obtain the premium payment from your bank account.

Premium Flexibility

While your policy is in force, you may pay premiums at any time before the death of the insured subject to certain restrictions. Except for the minimum initial premium, so long as you have sufficient account value to keep the policy in force, there are no minimum premium payments under the policy.

We have the right to refund a premium paid in any year if it will increase the net amount at risk under the policy. Premium payments must be sent in good order to our Administrative Office.

In some cases, applying a subsequent premium payment in a policy year could result in your policy becoming a MEC. We will not credit any amount of premium to your policy that will exceed MEC limits unless we have written authorization from the policy owner to allow MEC status.

Additionally, we will follow these procedures:

- If we receive a subsequent premium payment that would cause the policy to become a MEC, the premium payment will be considered not in good order. We will credit only that part of the premium payment to the policy that will not cause the policy to become a MEC. We will return the remaining portion of the payment to the premium payer.
- In addition, the payment frequency may be changed to annual to prevent subsequent premium bills from being produced prior to the next policy anniversary date.

These procedures may not apply if there has been a material change to your policy that impacts the 7-pay limit or 7-pay period, because the start of the 7-pay year may no longer coincide with your policy anniversary. Please refer to the “Federal Income Tax Considerations” section.

How and When Your Premium is Allocated

You choose the percentages of your net premiums to be allocated to the Separate Account divisions and/or the Guaranteed Principal Account. Net premium is equal to premium paid less sales load, premium tax charges and federal deferred acquisition cost tax charges. You may choose any percentages (in whole numbers) as long as the total is 100%. You may allocate net premium payments to a maximum of 25 Separate Account divisions and the Guaranteed Principal Account at any time. However, we reserve the right to limit the number of Separate Account divisions to which you can allocate your premiums if the limitation is necessary to protect your policy status as life insurance under federal tax law.

You may change your net premium allocation at any time by sending a Net Premium Allocation Request form to us at our Administrative Office. You may also change your net premium allocation by telephone or fax transmission, subject to certain restrictions. Please note that telephone, fax, or website transactions may not always be available. Telephone, computer systems, and faxes can experience outages or slowdowns for a variety of reasons. These outages or slowdowns may prevent or delay our receipt of your request. To help protect against unauthorized or fraudulent telephone instructions, we will take reasonable steps to confirm that telephone instructions given to us are genuine. We may record all telephone conversations.

A request to change your net premium allocation will become effective on the valuation date we receive your request, in good order, at our Administrative Office. If we receive your request in good order on a non-valuation date or after the end of a valuation date, the change will become effective on the next valuation date.

To allocate net premiums or to transfer account value to an additional Separate Account division, you must transfer 100% of the account value from one or more of your 25 selected Separate Account divisions.

During the free look period, we will apply the initial net premium we receive under certificates to which a variable rider has been added to the Guaranteed Principal Account. At the end of the free look period, we will apply your account value to the Guaranteed Principal Account and/or Separate Account divisions according to your instructions and subject to our current allocation rules.

If a payment is dishonored by your bank after we have applied the premium payment to your policy, the transaction will be deemed void and your payment will be reversed.

Investment Choices

The Separate Account

The part of your premium that you invest in your Separate Account divisions is held in an account that is separate from the general assets of the Company. This account is called the Massachusetts Mutual Variable Life Separate Account I. In this prospectus we will refer to it simply as the "Separate Account." The Company owns the assets in the Separate Account.

We established the Separate Account on July 13, 1988, according to the laws of the Commonwealth of Massachusetts. We registered it with the SEC as a unit investment trust under the Investment Company Act of 1940 (1940 Act).

The Separate Account exists to keep your life insurance assets separate from our other Company assets. As such, any income, gains, or losses credited to, or charged against, the Separate Account reflect only the Separate Account's own investment experience. At no time will the Separate Account reflect the investment experience of the Company's other assets.

We may not use the assets in the Separate Account to pay any liabilities of the Company other than those arising from the policies. We may, however, transfer to our general investment account any assets that exceed anticipated obligations of the Separate Account. We are required to pay, from our general assets, if necessary, all amounts promised under the policies.

We have established a segment within the Separate Account to receive and invest premium payments for the policies.

Currently, we have established more than 25 Separate Account divisions within the policies' designated segment. Each Separate Account division purchases shares in a corresponding fund. Policy owners do not invest directly into the underlying funds. Instead, they invest in the Separate Account divisions. The Separate Account owns the fund shares. The underlying funds are listed in the next section.

Some of the underlying funds offered are similar to mutual funds offered in the retail marketplace. They may have the same investment objectives and portfolio managers as the retail funds. The funds offered in the policy, however, are set up exclusively for variable annuity and variable life insurance products. *Their shares are not offered for sale to the general public, and their performance results will differ from the performance of the retail funds.*

We have the right to make certain changes to the Separate Account as described in "Reservation of Company Rights to Change the Policy or Separate Account" in the "Other Information" section.

Underlying Funds

We do not recommend or endorse any particular fund and we do not provide investment advice. You are responsible for choosing the funds, and the amounts allocated to each, that are appropriate for your own individual circumstances and your investment goals, financial situation, and risk tolerance. Since investment risk is borne by you, decisions regarding investment allocations should be carefully considered. In making your investment selections, we encourage you to thoroughly investigate all of the information regarding the funds that is available to you, including each fund's prospectus, statement of additional information, and annual and semiannual reports. After you select funds for your initial premium, you should monitor and periodically re-evaluate your allocations to determine if they are still appropriate.

You bear the risk of any decline in your policy account value resulting from the performance of the funds you have chosen.

Following is a table listing the investment funds in which the divisions of the Separate Account invest, information on each fund's adviser and sub-adviser, if applicable, as well as the type of fund being offered. More detailed information concerning the funds and their investment objectives, strategies, policies, risks and expenses is contained in each fund's prospectus. You should read the information contained in the fund prospectuses carefully. Each year while you own the policy, we will send you the current fund prospectuses and/or summary prospectuses. You may also visit our website (www.MassMutual.com) to access this prospectus, the current fund prospectuses and summary prospectuses, or contact our Administrative Office to request copies. *There can be no assurance that any of the funds will achieve its stated objective(s). For example, during extended periods of low interest rates, and partly as a result of insurance charges, the yield on the money market investment fund may become extremely low and possibly negative.*

Type of Fund	Investment Funds in Which the Separate Account Divisions Purchase Shares	Investment Fund's Adviser and Sub-Adviser
Asset Allocation		
	MML Aggressive Allocation Fund (Initial Class)(1)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Adviser:*** N/A
	MML Balanced Allocation Fund (Initial Class)(1)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Adviser:*** N/A
	MML Conservative Allocation Fund (Initial Class)(1)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Adviser:*** N/A
	MML Growth Allocation Fund (Initial Class)(1)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Adviser:*** N/A
	MML Moderate Allocation Fund (Initial Class)(1)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Adviser:*** N/A
Money Market		
	Invesco Oppenheimer V.I. Government Money Fund (Series I)(2)	***Adviser:***Invesco Advisers, Inc. ***Sub-Adviser:***N/A
Fixed Income		
	Invesco Oppenheimer V.I. Global Strategic Income Fund (Series I)	***Adviser:***Invesco Advisers, Inc. ***Sub-Adviser:***N/A
	Invesco Oppenheimer V.I. Total Return Bond Fund (Series I)	***Adviser:***Invesco Advisers, Inc. ***Sub-Adviser:***N/A
	MML Managed Bond Fund (Initial Class)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Adviser:*** Barings LLC
Balanced		
	Invesco Oppenheimer V.I. Conservative Balanced Fund (Series I)	***Adviser:***Invesco Advisers, Inc. ***Sub-Adviser:***N/A
Large Cap Value		
	American Century VP Income & Growth Fund (Class I)	***Adviser:*** American Century Investment Management, Inc. ***Sub-Adviser:*** N/A
	American Century VP Value Fund (Class I)	***Adviser:*** American Century Investment Management, Inc. ***Sub-Adviser:*** N/A
	MML Equity Fund (Initial Class)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Advisers:***T. Rowe Price Associates, Inc. and Brandywine Global Investment Management, LLC

Type of Fund	Investment Funds in Which the Separate Account Divisions Purchase Shares	Investment Fund's Adviser and Sub-Adviser
Large Cap Blend		
	Invesco Oppenheimer V.I. Main Street Fund® (Series I)	***Adviser:***Invesco Advisers, Inc. ***Sub-Adviser:***N/A
	Fidelity® VIP Contrafund® Portfolio (Service Class)	***Adviser:*** Fidelity Management & Research Company ***Sub-Adviser:*** FMR Co., Inc.
	MFS® Research Series (Initial Class)	***Adviser:*** Massachusetts Financial Services Company ***Sub-Adviser:*** N/A
	MML Equity Index Fund (Class II)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Adviser:*** Northern Trust Investments, Inc.
Large Cap Growth		
	Invesco Oppenheimer V.I. Capital Appreciation Fund (Series I)	***Adviser:***Invesco Advisers, Inc. ***Sub-Adviser:***N/A
	MFS® Growth Series (Initial Class)	***Adviser:*** Massachusetts Financial Services Company ***Sub-Adviser:*** N/A
	MML Blue Chip Growth Fund (Initial Class)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Adviser:*** T. Rowe Price Associates, Inc.
	T. Rowe Price New America Growth Portfolio	***Adviser:*** T. Rowe Price Associates, Inc. ***Sub-Adviser:*** N/A
Small/Mid Cap Blend		
	Invesco Oppenheimer V.I. Main Street Small Cap Fund® (Series I)	***Adviser:***Invesco Advisers, Inc. ***Sub-Adviser:***N/A
	MML Small Cap Equity Fund (Initial Class)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Adviser:***Invesco Advisers, Inc.
Small/Mid Cap Growth		
	Invesco Oppenheimer V.I. Discovery Mid Cap Growth Fund (Series I)	***Adviser:***Invesco Advisers, Inc. ***Sub-Adviser:***N/A
	MFS® New Discovery Series (Initial Class)	***Adviser:*** Massachusetts Financial Services Company ***Sub-Adviser:*** N/A
	T. Rowe Price Mid-Cap Growth Portfolio(3)	***Adviser:*** T. Rowe Price Associates, Inc. ***Sub-Adviser:*** N/A
International/Global		
	Invesco Oppenheimer V.I. Global Fund (Series I)	***Adviser:***Invesco Advisers, Inc. ***Sub-Adviser:***N/A
	Invesco Oppenheimer V.I. International Growth Fund (Series I)	***Adviser:***Invesco Advisers, Inc. ***Sub-Adviser:***N/A
	MML Strategic Emerging Markets Fund (Class II)	***Adviser:*** MML Investment Advisers, LLC ***Sub-Adviser:***Invesco Advisers, Inc.

(1) *These are fund-of-funds investment choices. They are known as fund-of-funds because they invest in other underlying funds. A Fund offered in a fund-of-funds structure may have higher expenses than a direct investment in its underlying funds because a fund-of-funds bears its own expenses and indirectly bears its proportionate share of expenses of the underlying funds in which it invests.*

(2) *You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at $1.00 per share, it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time. The yield of this fund may become very low during periods of low interest rates. After deduction of Separate Account charges, the yield in the Separate Account division that invests in this fund could be negative.*

(3) *The T. Rowe Price Mid-Cap Growth Portfolio is not available as an investment choice for policies issued on May 1, 2004 or later.*

Addition, Removal, Closure, or Substitution of Funds

We do not guarantee that each fund will always be available for investment through the policy. We have the right to change the funds offered through the policy, but only as permitted by law. If the law requires, we will also get your approval and the approval of any appropriate regulatory authorities. Changes may only impact certain policy owners. Examples of possible changes include: adding new funds or fund classes, removing existing funds or fund classes, closing existing funds or fund classes, or substituting a fund with a different fund. New or substitute funds may have different fees and expenses. We will not add, remove, close, or substitute any shares attributable to your interest in a division of the Separate Account without notice to you and prior approval of the SEC, to the extent required by applicable law. We reserve the right to transfer Separate Account assets to another separate account that we determine to be associated with the class of policies to which your policy belongs.

Conflicts of Interest

The funds available with this policy may also be available to registered separate accounts offering variable annuity and variable life products of other affiliated and unaffiliated insurance companies, as well as to the Separate Account and other separate accounts of MassMutual. Although we do not anticipate any disadvantages to this, it is possible that a material conflict may arise between the interests of the Separate Account and one or more of the other separate accounts participating in the funds. A conflict may occur, for example, as a result of a change in law affecting the operations of variable life and variable annuity separate accounts, differences in the voting instructions of the owners and payees and those of other insurance companies, or some other reason. In the event of a conflict of interest, we will take steps necessary to protect owners and payees, including withdrawing the Separate Account from participation in the funds involved in the conflict or substituting shares of other funds.

Compensation We Receive from Funds, Advisers and Sub-Advisers

Compensation We Receive from Funds

We and certain of our affiliates receive compensation from certain funds pursuant to Rule 12b-1 under the 1940 Act. This compensation is paid out of a fund's assets and may be as much as 0.25% of the average net assets of an underlying fund that are attributable to the variable annuity and variable life insurance products issued by us and our affiliates that offer the particular fund (MassMutual's variable contracts). An investment in a fund with a 12b-1 fee will increase the cost of your investment in this policy.

Compensation We Receive from Advisers and Sub-Advisers

We and certain of our insurance affiliates also receive compensation from the advisers and sub-advisers to some of the funds. We may use this compensation to pay expenses that we incur in promoting, issuing, distributing and administering the policy, and providing services on behalf of the funds in our role as intermediary to the funds. The amount of this compensation is determined by multiplying a specified annual percentage rate by the average net assets held in that fund that are attributable to MassMutual's variable contracts. These percentage rates differ, but currently do not exceed 0.25%. Some advisers and sub-advisers pay us more than others; some advisers and sub-advisers do not pay us any such compensation.

The compensation may not be reflected in a fund's expenses because this compensation may not be paid directly out of a fund's assets. These payments also may be derived, in whole or in part, from the advisory fee deducted from fund assets. Policy owners, through their indirect investment in the funds, bear the costs of these advisory fees (see the funds' prospectuses for more information).

In addition, we may receive fixed dollar payments from the advisers and sub-advisers to certain funds so that the adviser and sub-adviser can participate in sales meetings conducted by MassMutual. Attending such meetings provides advisers and sub-advisers with opportunities to discuss and promote their funds.

For a list of the funds whose advisers currently pay such compensation, visit https://www.MassMutual.com/legal/compensation-arrangements or call our Administrative Office at the number shown on page 1 of this prospectus.

Compensation and Fund Selection

When selecting the funds that will be available with MassMutual's variable contracts, we consider each fund's investment strategy, asset class, manager's reputation, and performance. We also consider the amount of compensation that we receive from the funds, their advisers, sub-advisers, or their distributors. The compensation that we receive may be significant and we may profit from this compensation. Additionally, we offer certain funds through the policy at least in part because they are managed by an affiliate.

The Guaranteed Principal Account

In addition to the Separate Account, you may allocate net premium or transfer account value to the Guaranteed Principal Account. Amounts you allocate or transfer to the Guaranteed Principal Account become part of MassMutual's general account assets, which supports life insurance and annuity obligations. Subject to applicable law, the Company has sole discretion over the assets in its general investment account.

The general investment account has not been registered under the Securities Act of 1933 (1933 Act) or the 1940 Act because of exemptive and exclusionary provisions. Accordingly, neither the general investment account nor any interests therein are generally subject to the provisions of the 1933 Act or the 1940 Act. Disclosures regarding the Guaranteed Principal Account or the general investment account, however, are subject to certain generally applicable provisions of the federal securities laws relating to the accuracy and completeness of statements made in this prospectus. For more information about our general investment account, please see the "Our Ability to Make Payments Under the Policy" section.

You do not share in the investment experience of those assets. Rather, we guarantee a 3% rate of return on your allocated amount.

For amounts transferred to the Guaranteed Principal Account due to a policy loan, the guaranteed rate is the greater of:

- 3%; or
- the policy loan rate less the current loan interest rate expense charge (this charge is currently 0.75% and will not exceed 1.25%).

We may credit a higher rate of interest at our discretion. The interest rate is declared monthly and becomes effective on your policy's monthly calculation date. You bear the risk that no higher rates of interest will be credited.

For more information about our general investment account, refer to the "Our Ability to Make Payments Under the Policy" section.

Policy Value

How the Value of Your Policy is Calculated

The value of your policy is called its account value. The account value has two components:

- the variable account value; and
- the Guaranteed Principal Account value.

We will calculate your account value on each valuation date. Initially, this value equals the net amount of the first premium you and your employer paid under the policy. This amount is applied to the Guaranteed Principal Account until the expiration of the free look period. The account value is then allocated among the Separate Account divisions and/or the Guaranteed Principal Account according to your instructions, subject to applicable restrictions. We always apply billed modal term premiums paid by the employer to the Guaranteed Principal Account.

Variable Account Value

Transactions in your Separate Account divisions are all reflected through the purchase and sale of "accumulation units." For instance, before we invest your net premium payment in a Separate Account division, we convert your net premium payment into accumulation units and then purchase an appropriate number of shares in the designated fund.

The variable account value is the sum of your values in each of the divisions of the Separate Account. It reflects:

- net premiums allocated to the Separate Account;

- transfers to the Separate Account from the Guaranteed Principal Account;
- transfers and withdrawals from the Separate Account;
- fees and charges deducted from the Separate Account; and
- the net investment experience of the Separate Account.

Net Investment Experience

The net investment experience of the variable account value is reflected in the value of the accumulation units.

Every valuation date we determine the value of an accumulation unit for each of the Separate Account divisions. Changes in the accumulation unit value reflect the investment performance of the fund as well as deductions for the mortality and expense risk charge, and fund expenses.

The value of an accumulation unit may go up or down from valuation date to valuation date.

When you make a premium payment, we credit your policy with accumulation units. We determine the number of accumulation units to credit by dividing the amount of the premium payment allocated to a Separate Account division by the value of the accumulation unit for that Separate Account division. When you make a withdrawal, we deduct accumulation units representing the withdrawal amount from your policy. We deduct accumulation units for insurance and other policy charges.

We calculate the value of an accumulation unit for each Separate Account division at the end of each valuation date. Any change in the accumulation unit value will be reflected in your policy's account value.

Guaranteed Principal Account Value

The Guaranteed Principal Account value is the accumulation at interest of:

(1) net premiums allocated to the Guaranteed Principal Account; plus

(2) amounts transferred into the Guaranteed Principal Account from the Separate Account; minus

(3) amounts transferred or withdrawn from the Guaranteed Principal Account; and minus

(4) monthly charges deducted from the Guaranteed Principal Account.

Interest on the Guaranteed Principal Account

The Guaranteed Principal Account value earns interest at an effective annual rate, credited daily.

For the part of the Guaranteed Principal Account value equal to any policy loan, the daily rate we use is the daily equivalent of:

(1) the annual credited loan interest rate minus the loan interest rate expense charge; or

(2) 3%, if greater.

For the part of the Guaranteed Principal Account value in excess of any policy loan, the daily rate we use is the daily equivalent of:

- the current interest rate we declare; or
- the guaranteed interest rate of 3%, if greater.

The current interest rate may change as often as monthly and becomes effective on your policy's monthly calculation date.

Policy Termination and Reinstatement

The policy will not terminate simply because you do not make premium payments. In addition, making premium payments will not guarantee that the policy will remain in force (for example, if the investment experience of the underlying funds has been unfavorable, your cash surrender value may decrease even if you make periodic premium payments). If the policy does terminate, you may be permitted to reinstate it.

Policy termination could have adverse tax consequences for you. If the policy is reinstated, any adverse tax consequences that resulted from the termination cannot be reversed. To avoid policy termination and potential tax consequences in these situations, you may need to make substantial premium payments or loan repayments to keep your policy in force. For more information on the effect of policy termination, refer to the "Federal Income Tax Considerations" section.

Policy Termination

We will not terminate your policy for failure to pay premiums. However, if on a monthly calculation date the account value less any policy debt is insufficient to cover the total monthly deduction, your policy will enter a grace period. We refer to all outstanding loans plus accrued interest as "policy debt."

Grace Period

Before your policy terminates, we allow a grace period during which you can pay the amount of premium needed to avoid termination. We will mail you and any assignee a notice stating this amount.

The grace period begins on the date the monthly charges are due. It ends on the later of:

- 61 calendar days after the date it begins; and
- 30 calendar days after the date we mail you the notice at the last known address shown in our records.

During the grace period, the policy will stay in force; however, policy transactions (as described below) cannot be processed. If the insured dies during this period and the necessary premium has not been paid, we will pay the death benefit proceeds, reduced by the amount of the unpaid monthly deductions.

If we do not receive the required payment by the end of the grace period, the policy will terminate without value.

Reinstatement

For a period of five years after policy termination, you may be able to reinstate the policy during the insured's lifetime. We will not reinstate the policy if it has been surrendered for its cash surrender value.

Before we reinstate the policy, we must receive:

- A completed application to reinstate on our administrative form;
- Evidence of insurability satisfactory to us;
- A premium payment that will produce an account value equal to 3 times the monthly charges due on the monthly calculation date on or next following the date of reinstatement approval; and
- If applicable, a signed acknowledgement that the policy will become a MEC.

If you reinstate your policy, the selected face amount will be the same as it was when the policy terminated. The policy will be reinstated on the monthly deduction date that is on, or next follows, the date we approve your application (reinstatement date). We will assess monthly charges due to us upon reinstatement of the policy as of the reinstatement date. Your account value at reinstatement will be the premium paid at that time, reduced by any applicable sales load, premium tax charges and federal deferred acquisition cost tax charges and any monthly charges then due. We do not reinstate policy debt.

If you reinstate your policy, it may become a MEC under current federal law. Please consult your tax adviser. More information on MECs is included in the "Federal Income Tax Considerations" section.

Reinstatement will not reverse any adverse tax consequences caused by policy termination unless reinstatement occurs within 90 calendar days of the end of the grace period. In no situation, however, can adverse tax consequences resulting from lapse with policy debt be reversed.

Policy Transactions

While your policy is in force, you may generally transfer funds among the Separate Account divisions and to or from the Guaranteed Principal Account. You may also borrow against, make withdrawals from, or surrender the policy. However, these transactions, which are discussed more fully below, cannot be processed during a grace period. You must pay any premium due before subsequent financial transaction requests can be processed.

All transaction requests must be submitted in good order to our Administrative Office. In addition to written requests, we may allow requests by telephone, website, or fax. Please note that telephone, fax, or website transactions may not always be available. Telephone, computer systems, and faxes can experience outages or slowdowns for a variety of reasons. These outages or slowdowns may prevent or delay our receipt of your request. We may make these additional methods available at our discretion. To help protect against unauthorized or fraudulent telephone instructions, we will take reasonable steps to confirm that telephone instructions given to us are genuine. We may record all telephone conversations. We reserve the right to suspend or discontinue telephone, website, and/or fax privileges at any time without notice.

Transfers

You may transfer all or part of a Separate Account division's account value to any other Separate Account division or the Guaranteed Principal Account. Transfers are effective on the valuation date we receive your request in good order at our Administrative Office. If we receive your request in good order on a non-valuation date or after the end of a valuation date, your transfer request will be effective on the next valuation date.

You can make transfers by written request on our administrative form or by calling our Administrative Office. In your transfer request, you must indicate the dollar amount or the percentage (in whole numbers) you wish to transfer.

Generally, there is no limit on the number of transfers that you may make among the Separate Account divisions. However, as discussed more fully in the section below, we may terminate, limit, or modify your ability to make such transfers due to frequent trading or market timing activity. We currently do not charge a fee for transfers. We do, however, reserve the right to charge a fee for transfers if there are more than twelve (12) transfers in a policy year. This fee will not exceed $10 per transfer. We will consider all transfers made on one valuation date to be one transfer.

You may maintain account value in a maximum of 25 Separate Account divisions and the Guaranteed Principal Account at any one time. If you have allocated account value to 25 Separate Account divisions and want to allocate net premium or transfer account value to an additional Separate Account division, you must transfer 100% of the account value from one or more of the 25 active Separate Account divisions.

You may transfer account value from the Separate Account to the Guaranteed Principal Account at any time without incurring a fee. You may only transfer account value from the Guaranteed Principal Account to the Separate Account once per policy year. This transfer may not exceed the lesser of:

- 25% of the Guaranteed Principal Account value (less any policy debt) at the time of your transfer; or
- the Guaranteed Principal Account value (less any policy debt) less an amount equal to one plus the number of monthly calculation dates remaining in your modal term multiplied by your most recent monthly deduction.

There is one exception to this rule. If:

- you have transferred 25% of the Guaranteed Principal Account value in each of the previous three policy years; and
- you have not allocated premium payments or made transfers to the Guaranteed Principal Account during any of the previous three policy years, except as a result of a policy loan, then

you may transfer the remainder of the Guaranteed Principal Account value (less any policy debt) out of the Guaranteed Principal Account in the succeeding policy year.

Limits on Frequent Trading and Market Timing Activity

This policy and its investment choices are not designed to serve as vehicles for what we have determined to be frequent trading or market timing trading activity. We consider these activities to be abusive trading practices that can disrupt the management of a fund in the following ways:

- by requiring the fund to keep more of its assets liquid rather than investing them for long-term growth, resulting in lost investment opportunity; and
- by causing unplanned portfolio turnover.

These disruptions, in turn, can result in increased expenses and can have an adverse effect on fund performance that could impact all owners and beneficiaries under the policy, including long-term owners who do not engage in these activities. Therefore, we discourage frequent trading and market timing trading activity and will not accommodate frequent transfers among the funds. Organizations and individuals that intend to trade frequently and/or use market timing investment strategies should not purchase this policy. We have adopted policies and procedures to help us identify those individuals or entities that we determine may be engaging in frequent trading and/or market timing trading activities. We monitor trading activity to uniformly enforce those procedures. However, those who engage in such activities may employ a variety of techniques to avoid detection. Our ability to detect frequent trading or market timing may be limited by operational or technological systems, as well as by our ability to predict strategies employed by policy owners (or those acting on their behalf) to avoid detection. Therefore, despite our efforts to prevent frequent trading and the market timing of funds among the divisions of the Separate Account, there can be no assurance that we will be able to identify all those who trade frequently or those who employ a market timing strategy (or any intermediaries acting on behalf of such persons) and curtail their trading in every instance. Moreover, our ability to discourage and restrict frequent trading or market timing may be limited by decisions of state regulatory bodies and court orders that we cannot predict. In addition, some of the funds are available with variable products issued by other insurance companies. We do not know the effectiveness of the policies and procedures used by these other insurance companies to detect frequent trading and/or market timing. The funds may reflect lower performance and higher expenses across all policies as a result of undetected abusive trading practices. If we, or the investment adviser to any of the funds available with this policy, determine that an owner's transfer patterns reflect frequent trading or employment of a market timing strategy, we will allow the owner to submit transfer requests by regular mail only. We will not accept the owner's transfer request if submitted by overnight mail, fax, the telephone, our website, or any other type of electronic medium. Additionally, we may reject any single trade that we determine to be abusive or harmful to the fund.

Orders for the purchase of fund shares may be subject to acceptance by the fund. Therefore, we reserve the right to reject, without prior notice, any fund transfer request if the investment in the fund is not accepted for any reason. In addition, funds may assess a redemption fee (which we reserve the right to collect) on shares held for a relatively short period. The prospectuses for the funds describe the funds' frequent trading or market timing policies and procedures, which may be more or less restrictive than the policies and procedures we have adopted. We have entered into a written agreement, as required by SEC regulation, with each fund or its principal underwriter that obligates us to provide to the fund promptly upon request certain information about the trading activity of individual policy owners, and to execute instructions from the fund to restrict or prohibit further purchases or transfers by specific policy owners who violate the frequent trading or market timing policies established by the fund. Policy owners and other persons with interests in the policies should be aware that the purchase and redemption orders received by the funds generally are "omnibus" orders from intermediaries, such as retirement plans or separate accounts funding variable insurance contracts. The omnibus orders reflect the aggregation and netting of multiple orders from individual owners of variable contracts and/or individual retirement plan participants. The omnibus nature of these orders may limit the funds in their ability to apply their frequent trading or market timing policies and procedures. It may also require *us* to restrict or prohibit further purchases or transfers as requested by a fund on all policies owned by a policy owner whose trading activity under one variable contract has violated a fund's frequent trading or market timing policy. If a fund believes that an omnibus order reflects one or more transfer requests from policy owners engaged in frequent trading or market timing activity, the fund may reject the entire omnibus order.

We will notify you in writing if we reject a transfer or if we implement a restriction due to frequent trading or the use of market timing investment strategies. If we do not accept a transfer request, no change will be made to your allocations per that request. We will then allow you to resubmit the rejected transfer by regular mail only. Additionally, we may in the future take any of the following restrictive actions that are designed to prevent the employment of a frequent trading or market timing strategy:

- not accept transfer instructions from an owner or other person authorized to conduct a transfer;
- limit the number of transfer requests that can be made during a policy year; and
- require the value transferred into a fund to remain in that fund for a particular period of time before it can be transferred out of the fund.

We will apply any restrictive action we take uniformly to all owners we believe are employing a frequent trading or market timing strategy. These restrictive actions may not work to deter frequent trading or market timing activity. We reserve the right to revise our procedures for detecting frequent trading and/or market timing at any time without prior notice if we determine it is necessary to do so in order to better detect frequent trading and/or market timing, to comply with state or federal regulatory requirements, or to impose different restrictions on frequent traders and/or market timers. If we modify our procedures, we will apply the new procedure uniformly to all owners.

Automated Account Value Transfer

Automated account value transfer allows you to make monthly transfers of account value in a Separate Account division to any combination of Separate Account divisions and the Guaranteed Principal Account. You may maintain value in a total of 25 Separate Account divisions and the Guaranteed Principal Account at any one time. You must specify the amount you wish to transfer as a dollar amount or a percentage (rounded to two decimal places). Automated account value transfers are not available from more than one Separate Account division or from the Guaranteed Principal Account. We consider this process as one transfer per policy year. We do not charge you for participating in the Automated Account Value Transfer Program.

You can elect, change or cancel automated account value transfer on any valuation date, provided we receive a fully completed written request in good order at our Administrative Office. We will only make transfers on the monthly calculation date. The effective date of the first automated transfer will be the first monthly calculation date after we receive your request in good order at our Administrative Office. If we receive your request before the end of the free look period, your first automated transfer will occur on the valuation date next following the end of this period.

Transfers will occur automatically. However, you must specify:

- the Separate Account division we are to transfer from;
- the Separate Account division(s) and/or Guaranteed Principal Account we are to transfer to; and
- the length of time during which transfers will continue.

If your transfer amount is greater than your account value in the Separate Account division we are transferring from, then we will transfer your remaining value in that Separate Account division in the same proportion as your previously transferred amounts. We will not process any more automated transfers thereafter.

We may at any time modify, suspend or terminate the automated account value transfer program without prior notification.

You may not elect automated account value transfer while you have elected automated account re-balancing for your policy.

Automated Account Re-Balancing

Automated account re-balancing permits you to maintain a specified percentage (rounded to two decimal places) of your account value in any combination of the Separate Account divisions and the Guaranteed Principal Account. You may maintain value in a total of 25 Separate Account divisions and the Guaranteed Principal Account at any one time. We must receive a fully completed written request in order to begin your Automated Account Re-balancing Program. Then, we will make transfers on a quarterly basis to and from the Separate Account divisions and the Guaranteed Principal Account to re-adjust your account value to your specified percentage. Quarterly re-balancing is based on your policy year. The minimum amount we will transfer under this provision is $5.00. We do not charge you for participating in the Automated Account Re-Balancing Program.

This program allows you to maintain a specific fund allocation. We will re-balance your account value only on a monthly calculation date. We consider automated account re-balancing as one transfer per policy year.

You can elect or cancel automated account re-balancing on any valuation date, provided we receive a fully completed written request in good order at our Administrative Office. You may only change allocation percentages once each policy year. In addition, you may only reduce your allocation to the Guaranteed Principal Account by up to 25% once each policy year.

The effective date of the first automated re-balancing will be the first monthly calculation date after we receive your request in good order at our Administrative Office. If we receive the request before the end of the free look period, your first re-balancing will occur on the valuation date next following the end of the free look period. The Automated Account Re-balancing Program is not subject to the restrictions on transfers from the Guaranteed Principal Account to the Separate Account.

We may at any time modify, suspend or terminate the Automated Account Re-balancing Program without prior notification.

You may participate in either the automated account value transfer program or the Automated Account Re-balancing Program at one time.

Withdrawals

After your policy has been in force for six months, you can withdraw value from your policy. You must send a written request on our administrative form to our Administrative Office.

- **Minimum withdrawal amount:** $500 (before deducting the withdrawal charge).
- **Maximum withdrawal amount:** account value less any policy debt less an amount equal to one plus the number of monthly calculation dates remaining in your modal term multiplied by your most recent monthly deduction.

We deduct a charge of 2.0% of the amount you withdraw. This charge will not exceed $25.00.

We deduct the withdrawal amount from your account value on the valuation date that your request is received in good order at our Administrative Office.

You must specify the Guaranteed Principal Account or the Separate Account division(s) from which the withdrawal is to be made. If you do not specify otherwise, we will withdraw the amount in proportion from your values in the Separate Account divisions and the Guaranteed Principal Account, subject to the following restrictions:

- an amount equal to any policy debt plus one plus the number of monthly calculation dates remaining in your modal term multiplied by your most recent monthly deduction must remain in the Guaranteed Principal Account; and
- the withdrawal amount may not exceed the non-loaned account value of the Separate Account division(s) or the Guaranteed Principal Account from which the withdrawal is made.

We will reduce your account value by the amount of the withdrawal, including the withdrawal fee. If the policy's account value is reduced to a point where it cannot meet a monthly deduction, your policy will enter a grace period before it terminates. (Please refer to "Policy Termination and Reinstatement" in the "Policy Value" section.) If necessary, we will reduce your policy's selected face amount upon withdrawal to prevent an increase in the amount at risk, unless you provide us with satisfactory evidence of insurability. Withdrawals may have adverse tax consequences. These tax consequences are discussed in the "Federal Income Tax Considerations" section.

Withdrawal requests will be effective on the valuation date we receive the written request in good order at our Administrative Office. Withdrawal requests determined to be in good order on a non-valuation date or after the end of a valuation date will be effective as of the next valuation date. We will normally pay any withdrawal amounts within seven calendar days after we receive all required documents in good order at our Administrative Office, unless we elect to delay payment of the withdrawal amount. Please refer to "Other Policy Rights and Limitations" in the "Other Information" section.

Surrenders

You may surrender your policy for its cash surrender value at any time while the policy is in force and the insured is alive. The cash surrender value is equal to:

- the account value; less
- any outstanding policy debt.

There is no surrender charge.

The surrender will be effective on the valuation date we receive all required, fully completed forms in good order at our Administrative Office, unless you select a later effective date. If the surrender involves an exchange or transfer of assets to a policy issued by another financial institution or insurance company (not MassMutual or any of its subsidiaries), we also will require a completed absolute assignment form and any state mandated replacement paperwork. If, however, we receive your surrender request on a date that is not a valuation date or after the end of a valuation date, then your surrender will be effective on the next valuation date.

The policy terminates as of the effective date of the surrender and cannot be reinstated. Surrenders may have adverse tax consequences. These tax consequences are discussed in the "Federal Income Tax Considerations" section. It may not be in your best interest to surrender an existing life insurance policy in connection with the purchase of a new life insurance policy.

We will normally pay any surrender amounts within seven calendar days after we receive all required documents in good order at our Administrative Office, unless we elect to delay payment of the surrender amount. Please refer to "Other Policy Rights and Limitations" in the "Other Information" section.

Loans

After your policy has been in force for 6 months, you may take a loan from the policy. We charge interest on policy loans, and the interest may be added to the policy debt. We refer to all outstanding loans plus accrued interest as "policy debt."

You may repay all or part of your policy debt, but you are not required to do so. We will deduct any outstanding policy debt from the proceeds payable at death or the surrender of the policy.

Taking a loan from your policy has several risks:

- *it may increase the risk that your policy will terminate;*
- *it will permanently affect your policy's cash surrender value;*
- *it may increase the amount of premium needed to keep the policy in force;*
- *it will reduce the death proceeds; and*

- *it has potential adverse tax consequences.*

These tax consequences are discussed in the "Federal Income Tax Considerations" section.

Requesting a Loan

To take a loan, you must send a written request on our administrative form to our Administrative Office. You must assign your policy to us as collateral for the loan.

Once we have processed the loan request and deducted the proportionate amounts from the Separate Account divisions and/or the Guaranteed Principal Account, we consider the loan effective and outstanding. If, after we process the loan request, you decide not to cash the check, you may submit a written request to our Administrative Office to repay the loan amount. The loan repayment will be effective on the valuation date the written request is received in good order at our Administrative Office. Loan interest begins to accrue as soon as the loan is effective. Therefore, loan interest will accrue even if the loan check is not cashed.

Maximum Loan Amount

The maximum loan amount allowed at any time is equal to:

(1) 90% of your account value at the time of the loan; less

(2) any outstanding policy debt before the new loan; less

(3) interest on the loan being made and on any outstanding policy debt to the next policy anniversary date; less

(4) an amount equal to one plus the number of monthly calculation dates remaining in your modal term multiplied by your most recent monthly deduction.

Payment of Proceeds

Loans will be effective on the valuation date we receive your written request and all other required documents in good order at our Administrative Office. If, however, we receive your request in good order on a date that is not a valuation date or after the end of a valuation date, then your loan request will be effective on the next valuation date.

On the effective date of the loan, we deduct your requested loan amount from the Separate Account divisions and the Guaranteed Principal Account in proportion to the non-loaned account value of each on the effective date of the loan. However, an amount equal to one plus the number of monthly calculation dates remaining in your modal term multiplied by your most recent monthly deduction must remain in the Guaranteed Principal Account. We liquidate accumulation units in the Separate Account divisions and transfer the resulting dollar amounts to the Guaranteed Principal Account. These dollar amounts become part of the loaned portion of the Guaranteed Principal Account. You may not borrow from the loaned portion of the Guaranteed Principal Account.

We will normally pay any loan amounts within seven calendar days after we receive all required documents in good order at our Administrative Office, unless we elect to delay payment of the loan amount. (Please refer to "Other Policy Rights and Limitations" in the "Other Information" section.)

Interest Credited on Loaned Value

When you take a loan, we transfer an amount equal to the loan to the loan portion of the Guaranteed Principal Account. This amount earns interest at a rate equal to the greater of:

- 3%; or
- the policy loan rate less the loan interest rate expense charge.

The loan interest rate expense charge is currently 0.75%. We guarantee that this charge will not exceed 1.25%.

Loan Interest Rate

Your employer elects a loan interest rate of 6% per year or, where permitted, an adjustable loan rate. All policies within a case must have the same fixed or adjustable loan rate.

Each year we will set the adjustable loan rate that will apply for the next policy year. The maximum adjustable loan rate is based on the monthly average of the composite yield on seasoned corporate bonds as published by Moody's Investors Service. If this Average is no longer published, we will use a substantially similar average. The maximum adjustable loan rate is the greater of:

- the published monthly average for the calendar month ending two months before the policy year begins; or
- 5%.

We will increase the rate if the maximum limit is at least ½% higher than the rate in effect for the previous year. We will decrease the rate if the maximum limit is at least ½% lower than the rate in effect for the previous year.

Interest on policy loans accrues daily and becomes part of the policy debt as it accrues. Therefore, loan interest will accrue even if the loan check is not cashed. Interest is due on each policy anniversary date. If you do not pay interest when due, we will add the interest to the loan, and it will bear interest at the same rate payable on the loan. Any interest capitalized on a policy anniversary will be treated the same as a new loan. We will deduct this capitalized interest from the Separate Account divisions and the Guaranteed Principal Account in proportion to the non-loaned account values in each.

Effect of a Loan on the Values of the Policy

A policy loan negatively affects policy values because we reduce the death benefit and cash surrender value by the amount of the policy debt.

Also, a policy loan, whether or not repaid, has a permanent effect on your policy's cash surrender value because, as long as a loan is outstanding, a portion of the account value equal to the loan is invested in the Guaranteed Principal Account. This amount does not participate in the investment performance of the Separate Account or receive the current interest rates credited to the non-loaned portion of the Guaranteed Principal Account. The longer a loan is outstanding, the greater the effect on your cash surrender value will be. In addition, if you do not repay a loan, your outstanding policy debt will reduce the death benefit and cash surrender value that might otherwise be payable.

Whenever you reach your "policy debt limit," your policy is at risk of terminating. Your policy debt limit is reached when total policy debt exceeds the account value. If this happens, we will notify you in writing. "Policy Termination" in the "Policy Termination and Reinstatement" sub-section of the "Policy Value" section explains more completely what will happen if your policy is at risk of terminating. Please note that policy termination with an outstanding loan also can result in adverse tax consequences. Please see the "Federal Income Tax Considerations" section.

Repayment of Loans

All or part of your policy debt may be repaid at any time while the insured is living and while the policy is in force. We will increase the death benefit and cash surrender value under the policy by the amount of the repayment.

You must clearly identify the payment as a loan repayment or we will consider it a premium payment. We will apply your loan repayments on the valuation date they are received in good order at our Administrative Office. If, however, we receive your loan repayment in good order on a date that is not a valuation date or after the end of a valuation date, then your loan repayment will be effective on the next valuation date.

When we receive a loan repayment and only a portion is needed to fully repay the loan, we will apply any excess as premium and allocate it according to the current premium allocation instructions after deduction of any applicable charges. Any subsequent loan repayments received after the loan is fully repaid will be refunded to the premium payer.

Upon repayment, we will transfer values equal to the repayment from the loaned portion of the Guaranteed Principal Account to the non-loaned portion of the Guaranteed Principal Account and the applicable Separate Account division(s). We will transfer the repayment in proportion to the non-loaned value in each Separate Account division and/or the Guaranteed Principal Account at the time of repayment. If you do not repay the loan, we deduct the loan amount due from the surrender value or death benefit.

Death Benefit

If the insured dies while the policy is in force and we determine that the claim is valid, we will pay the death benefit to the named beneficiary.

The death benefit will be the amount provided by the death benefit option in effect on the date of death, reduced by any outstanding policy debt, and any unpaid premium needed to avoid policy termination. The death benefit is calculated as of the date of the insured's death.

The minimum death benefit for your policy is based on your policy's account value as described below.

Minimum Face Amount

To qualify as life insurance under Internal Revenue Code of 1986, as amended (IRC) Section 7702, the policy must have a minimum face amount. We determine the minimum face amount by multiplying the account value by the minimum face amount percentage. The percentage depends upon the insured's attained age.

Death Benefit Options

In the application or enrollment form, you must choose a selected face amount. We offer two death benefit options. Initially the death benefit option is elected by the employer.

- **Death Benefit Option A –** the death benefit is the greater of:
  - the selected face amount in effect on the date of death; or
  - the minimum face amount in effect on the date of death.
- **Death Benefit Option B –** the death benefit is the greater of:
  - the sum of the selected face amount in effect on the date of death plus the account value on the date of death; or
  - the minimum face amount in effect on the date of death.

If the insured dies while the policy is in force, we will pay the death benefit based on the option in effect on the date of death, with the following adjustments:

- We add the part of any account value charges that apply for the period beyond the date of death; and
- We deduct any policy debt outstanding on the date of death; and
- We deduct any account charges unpaid as of the date of death.

You should note that under Death Benefit Option A, the death benefit amount is not affected by your policy's investment experience unless the death benefit is based on the minimum face amount. Under Death Benefit Option B, the death benefit is a variable death benefit. This means that, because the death benefit amount includes the account value, it can change from day to day. Your policy's account value will vary due to the investment performance of the Separate Account divisions in which you have allocated premium. It is also impacted by the deduction of charges and other policy expenses.

Example:

The following example shows how the death benefit may vary as a result of investment performance and Death Benefit Option in effect on the date of death.

	Policy A	**Policy B**
(a) Selected face amount:	$100,000	$100,000
(b) Account value on date of death	$ 30,000	$ 50,000
(c) Minimum face amount percentage on date of death:	280%	280%
(d) Minimum face amount (b x c):	$ 84,000	$140,000
Death benefit if Death Benefit Option A is in effect [greater of (a) or (d)]:	$100,000	$140,000
Death benefit if Death Benefit Option B is in effect [greater of (a + b) or (d)]:	$130,000	$150,000

The examples assume no additions to or deductions from the selected face amount or minimum face amount are applicable.

Right to Change the Death Benefit Option

You may change your Death Benefit Option at any time while the insured is living by written request and subject to our guidelines regarding proof of insurability. However, no change will be permitted after the policy anniversary nearest the insured's 100th birthday. There is no charge for a change in the Death Benefit Option; however the monthly deduction amount will change.

The effective date of any change in the Death Benefit Option will be your first policy anniversary on, or next following, the later of:

- 15 calendar days after we receive (in good order at our Administrative Office) and approve your written request for such change; or
- the requested effective date of the change.

Right to Change the Selected Face Amount

You may request an increase or decrease in the selected face amount. If you change your selected face amount, your policy charges will change accordingly.

If you increase or decrease the selected face amount, your policy may become a MEC under federal tax law. MECs are discussed in the "Federal Income Tax Considerations" section; however, you should consult your tax adviser for information on how a MEC may effect your tax situation.

Increases in Selected Face Amount

You may increase the selected face amount by sending us a new enrollment form, or by sending us an application if you are no longer associated with your employer. We may request adequate evidence of insurability for an increase.

We will not allow an increase in the selected face amount after the policy anniversary following the insured's 75th birthday. Any increase in the selected face amount will be effective on the monthly calculation date which is on, or next follows, the later of:

- 15 calendar days after we have received (in good order at our Administrative Office) and approved your written request for such change; or
- the requested effective date of the change.

Any increase for policyowners no longer associated with the employer must be at least $5,000.

Decreases in Selected Face Amount

You may also decrease your policy's selected face amount. We allow a decrease in the selected face amount only once per policy year. The selected face amount after a decrease must be at least $50,000.

We will not allow a decrease in the selected face amount after the policy anniversary following the insured's 100th birthday. Any requested decrease in the selected face amount will be effective on the monthly calculation date which is on, or next follows the latest of:

- 15 calendar days after we receive (in good order at our Administrative Office) and approve your written request for such change;
- the one year period following the effective date of your previously requested decrease; or
- the requested effective date of the change.

A decrease in the policy's selected face amount may have adverse tax consequences.

When We Pay Death Benefit Proceeds

If the policy has not terminated and it is determined that the claim is valid, we will normally pay the death benefit within seven calendar days after the date we receive due proof of the insured's death and all required documents in good order at our Administrative Office.

We investigate all death claims that occur within two years:

- after the policy is issued;
- after an increase in the selected face amount; or

- after reinstatement.

These two-year periods are called the policy's "contestable periods." We may also investigate death claims beyond the contestable periods. After any two-year contestable period, in the absence of fraud, we cannot contest the validity of a policy or a selected face amount increase, except for failure to pay premiums.

We generally determine whether the contested claim is valid within five days after we receive the information from the completed investigation. Since it may take some time to receive the information, payment could be delayed during this period.

We can delay payment of the death benefit if the policy has account value invested in the Separate Account on the date of death during any period that:

- it is not reasonably practicable to determine the amount because the NYSE is not open for trading, except for normal weekend or holiday closings;
- trading is restricted by the SEC;
- an emergency exists as a result of which disposal of shares of the funds is not reasonably practicable or we cannot reasonably value the shares of the funds; or
- the SEC, by order, permits us to delay payment for the protection of our policy owners.

We will pay interest on the death benefit from the date of death to the date of a lump sum payment or the effective date of a payment option. The interest rate equals the rate determined under the interest payment option, but not less than that required by law. Interest paid on the death benefit is taxable as ordinary income in the year such interest is credited.

Payment Options

We will pay the death benefit in a lump sum or under one of the payment options described more fully in the table below.

If the payment option is a lump sum when the insured dies, the beneficiary may elect any payment option, with our consent. If the beneficiary does not elect a payment option and you have not elected a payment option during the insured's lifetime, the death benefit will be paid as a single lump sum.

The table below provides information about the different death payment options. None of these benefits depends upon the performance of the Separate Account or the Guaranteed Principal Account.

Fixed Amount Payment Option. We make a monthly payment for an agreed fixed amount. The amount of each payment may not be less than $10 for each $1,000 applied. We credit interest of at least 3% per year each month on the unpaid balance and add the interest to this balance. Payments continue until the amount we hold runs out. The last payment will be for balance only.

Fixed Time Payment Option. We make equal monthly payments for any period selected, up to 30 years. The amount of each payment depends on:

- the total amount applied;
- the period selected; and
- the monthly interest rate we credit to the unpaid balance.

Lifetime Payment Option. We make equal monthly payments on the life of a named person. Three variations are available:

- Payments for life only;
- Payments guaranteed for five, ten or twenty years or the death of the named person, whichever is later; or
- Payments guaranteed for the amount applied or the death of the named person, whichever is later.

Interest Payment Option. We hold any amount applied under this option. We will pay interest monthly on the amount at an effective annual rate determined by us. This rate will not be less than 3% per year on the unpaid balance.

Joint Lifetime Payment Option. We make equal monthly payments based on the lives of two named persons. While both named persons are living, we make one payment per month. When one of the named persons dies, the same payment continues for the lifetime of the other named person. We offer two variations:

- Payments guaranteed for 10 years or when both named persons die, whichever is later; and
- Payments for two lives only. We do not guarantee a specific number of payments. We stop payments when both named persons die.

Joint Lifetime Payment Option with Reduced Payments to Survivor. We make monthly payments based on the lives of two named persons. While both named persons are living, we make one payment each month. When one dies, we reduce the payments by one-third and continue for the lifetime of the other named person. We stop payments when both named persons die.

The minimum amount that can be applied under a payment option is $2,000 per beneficiary. If the periodic payment under any option is less than $20, we reserve the right to make payments at less frequent intervals. Once payments have begun, only the fixed amount and interest payment options may be changed.

All payment option elections must be sent to our Administrative Office in writing. You may change the payment option during the insured's lifetime.

Although the Death Benefit is generally excludible from the income of the beneficiary who receives it, interest on the Death Benefit is includible in the beneficiary's income in the year such interest is credited.

Suicide

If the insured dies by suicide, while sane or insane, and the policy is in force, the policy will terminate.

- If the death occurs within two years from the issue date, we will pay a limited death benefit equal to the amount of premiums paid for the policy, less any policy debt and amounts withdrawn.
- If the death occurs after two years from the issue date but within two years from an increase in any selected face amount, we will pay a limited death benefit equal to the sum of the monthly charges associated with the selected face amount increase. However, if the limited death benefit as described in the preceding bullet is payable, there will be no death benefit for the increase.
- If the death occurs within two years after the policy is reinstated, we will pay a limited death benefit equal to the sum of any amount paid to reinstate the policy plus any premiums paid thereafter, less any policy debt and amounts withdrawn.

Misstatement of Age

If the insured's age is misstated in the application, or the policy has been issued incorrectly, we may adjust the face amount. The adjustment will reflect the amount provided by the most recent monthly cost of insurance charges using the correct age. If the adjustment is made while the insured is living, monthly charges after the adjustment will be based on the correct age.

Charges and Deductions

This section describes the charges and deductions we make under the policy to compensate us for the services and benefits we provide, costs and expenses we incur, and risks we assume. We may profit from the charges deducted, and we may use any such profits for any purpose, including payment of distribution expenses.

In addition, the funds pay operating expenses that are deducted from the assets of the funds. For more information about these expenses, please see the individual fund prospectuses.

Transaction Charges

Deductions from Premiums

Prior to applying your premium to the Guaranteed Principal Account or the selected Separate Account divisions, we deduct a sales load, state premium tax and a deferred acquisition cost tax charge from your premium.

Sales Load Charge

We deduct a sales load from your premium for the expenses related to the sale and distribution of the policies. The sales load varies for each employer group depending on:

- group enrollment procedures selected by the employer;
- total group premium paid by the employer;
- the size of the employer group; and
- other factors.

Once the charge is set, it will never change for any of the policies issued to individuals under the same group. The maximum sales load charge that we can deduct is 5% of each premium.

The amount of the sales load in a policy year is not necessarily related to our actual sales expenses for that particular year. To the extent that our sales expenses are not covered by the sales load, they will be recovered from our surplus, including any amounts derived from the mortality and expense risk charge or the cost of insurance charge.

State Premium Tax Charge

States assess premium taxes at various rates. We currently deduct the applicable state rate from each premium to cover premium taxes assessed against us by the states. The state rate will be either the Massachusetts rate or the applicable state rate. We may increase or decrease this charge if there is any change in the tax or change of residence. You should notify us of any residence change. Any change in this charge will be effective immediately. The current range of this charge is 0% to 5% of each premium.

Deferred Acquisition Cost (DAC) Tax Charge

This charge is related to our federal income tax burden, under IRC Section 848. The current charge is 0% to 0.25% of each premium. This charge will always represent the expense to MassMutual of the deferred acquisition cost tax.

Transfer Charge

We currently allow you to make 12 transfers each policy year free of charge. We reserve the right to assess a charge for transfers if there are more than 12 in a policy year. The charge will not exceed $10 for each additional transfer. We will deduct any transfer charge from the amount being transferred. If imposed, the fee will reimburse us for processing the transfer.

For purposes of assessing a transfer charge, we consider all transfers made on one valuation date to be one transfer. We consider all transfers made in connection with automated account value transfer, and all transfers made in connection with automated account re-balancing, as one transfer per policy year. Transfers made in connection with loans, however, do not count as transfers for the purpose of assessing a transfer charge. Please see the “Policy Transactions” section.

Withdrawal Charge

If you make a withdrawal from your policy, we deduct a charge of 2% of the money you withdraw. This charge will not exceed $25. This fee is guaranteed not to increase for the duration of the policy. (We will deduct the withdrawal charge from the amount withdrawn.) This charge reimburses us for processing the withdrawal.

Surrender Charges

There are no surrender charges.

Periodic Charges

Loan Interest Rate Expense Charge

We assess a loan interest rate expense charge against policies with outstanding loan balances. This charge represents the difference between the interest we charge on policy loans and the interest we credit on the cash value we hold as collateral on policy loans. The maximum loan interest rate expense charge is 1.25%. It is deducted from the policy loan rate to determine the interest rate we use to credit interest to the loaned portion of the Guaranteed Principal Account. This charge reimburses us for the ongoing expense of administering the loan.

Monthly Charges Against the Account Value

The monthly calculation date is the date on which monthly charges for the policy are due. The first monthly calculation date is the policy date, and subsequent monthly calculation dates are on the same day of each succeeding calendar month.

The following charges are deducted from the account value on each monthly calculation date:

- An administrative charge;
- A cost of insurance charge; and
- Any rider charge (if applicable).

We deduct the monthly account value charges from the Guaranteed Principal Account on each monthly calculation date. If the value in the Guaranteed Principal Account is less than the account value charge, then we will deduct the deficiency from the Separate Account pro rata according to the account value in the Separate Account divisions.

Administrative Charge

We deduct a monthly charge for costs we incur for providing certain administrative services. These services include premium billing and collection, record keeping, processing claims, and communicating with policy owners. The maximum administrative charge is $9.00 per month.

Cost of Insurance Charge

We refer to this charge as the "Mortality Charge" in your policy.

The cost of insurance charge compensates us for providing you with life insurance protection. We expect to profit from this charge and may use these profits for any lawful purpose. We deduct a cost of insurance charge based on your policy's insurance risk. This charge is deducted first from the Guaranteed Principal Account until the Guaranteed Principal Account value is exhausted. Any remaining charge not deducted from the Guaranteed Principal Account will be deducted from the divisions of the Separate Account in proportion to the value in each as of the date of the deduction.

We determine the cost of insurance separately for the initial face amount and for any increases in face amount. If we approve an increase in face amount, then a different cost of insurance charge may apply to the increase, based on the insured's circumstances at the time of the increase.

The maximum cost of insurance charge rates associated with your policy are shown in the policy's schedule pages.

- For policies issued on or before December 16, 2008, these rates are calculated using the 1980 Commissioners' Standard Ordinary Mortality Table, Table B (80% male), non-smoker or smoker table, and age of the insured based on his/her last birthday.
- For policies issued after December 16, 2008 up to and including December 31, 2019, these rates are calculated using the 2001 Commissioners' Standard Ordinary Mortality Table and age of the insured based on his/her last birthday.
- For policies issued after December 31, 2019, these rates are calculated using the 2017 Commissioners' Standard Ordinary Mortality Table and age of the insured based on his/her last birthday.

We may charge less than the maximum monthly insurance charges shown in the table(s). In this case, the monthly insurance charge rates will be based on a number of factors, including but not limited to, our expectations for future mortality, investment earnings, persistency and expense results, capital and reserve requirements, taxes, future profits, and other factors unrelated to mortality experience. The expense component of these rates is used to offset sales and issue expenses, which decrease over time. Any change in these charges will apply to all individuals in the same class.

Your policy's actual or current cost of insurance charge rates are based on the insured's issue age and the rate class to which the policy belongs. Rate class is based on risk classification (which may include smoking status) and group rating (including whether coverage is mandatory or voluntary). Within a rate class, cost of insurance charge rates generally increase as the insured's age increases and may vary with the number of years coverage has been in force, the group's status and whether the insured continues to be employed by or associated with the sponsoring employer or group.

How the Cost of Insurance Charge is Calculated

We calculate the cost of insurance charge on the first day of each policy month by multiplying the current cost of insurance charge rate by a discounted insurance risk. Insurance risk is a liability of the insurance company and is equal to the difference between the death benefit and the account value.

The insurance risk is the difference between:

- the amount of death benefit available, on that date, under the death benefit option in effect, discounted by the monthly equivalent of 3% per year; and
- the account value at the beginning of the policy month before the monthly insurance charge is due.

The following two steps describe how we calculate the insurance charge for your policy:

Step 1: We calculate the insurance risk for your policy:

(a) We divide the amount of the death benefit available under the death benefit option in effect that would be available at the beginning of the policy month by 1.0024663; and

(b) We subtract your policy's account value at the beginning of the policy month (before deduction of the monthly cost of insurance charge) from the amount we calculated in Step 1(a) above.

Step 2: We multiply the insurance risk by the cost of insurance charge rate. This amount is your cost of insurance charge.

Additional Information about the Cost of Insurance Charge

We will apply any changes in the cost of insurance charges in a manner not unfairly discriminatory to policy owners. No change in insurance class or cost will occur on account of deterioration of the insured's health after we issue the policy.

Because your account value and death benefit may vary from month to month, your cost of insurance charge may also vary on each monthly calculation date. The cost of your insurance depends on the amount of the insurance risk on your policy. Factors that may affect the insurance risk include:

- the amount and timing of premium payments;
- investment performance;
- fees and charges assessed;
- rider charges;
- withdrawals;
- policy loans;
- changes to the selected face amount; and
- changes to the death benefit option.

Rider Charges

You can obtain additional benefits by applying for riders on your policy. The purpose of the charge for these riders is to compensate us for the anticipated cost of providing the additional benefits.

Daily Charges Against the Separate Account

The following charge is deducted daily from the Separate Account.

Mortality and Expense Risk Charge

We refer to this charge as the "Net Investment Factor Asset Charge" in your policy.

The mortality and expense risk charge imposed is a percentage of the policy's average daily net assets held in the Separate Account. The maximum percentage is 1.0%.

The charge is deducted from the Separate Account but not from the Guaranteed Principal Account.

This charge compensates us for the mortality and expense risks we assume under the policies and for acquisition costs. The mortality risk we assume is that the group of lives insured under our policies may, on average, live for shorter periods of time than we estimated, and as a result, the cost of insurance charges will be insufficient to meet actual claims.

The expense risk we assume is that our costs of issuing, distributing and administering the policies will exceed the administrative charges collected.

If all the money we collect from this charge is not needed to cover death benefits and expenses, it will be our gain. We will use this gain for any purpose, including payment of sales commissions. If the money we collect is insufficient, we will still pay all valid claims and expenses.

Other Charges

We do not currently charge the Separate Account divisions for federal income taxes attributable to them. However, we reserve the right to eventually charge the Separate Account divisions to provide for future federal income tax liability of the Separate Account divisions.

Fund Expenses

The Separate Account purchases shares of the funds at net asset value. The net asset value of each fund reflects expenses already deducted from the assets of the fund. Such expenses include investment management fees and other expenses and may include acquired fund fees and expenses. For some funds, expenses will also include 12b-1 fees to cover distribution and/or certain service expenses. When you elect a fund as an investment choice, that fund's expenses will increase the cost of your investment in the policy. Please see each fund's prospectus for more information regarding these expenses.

Reduction of Charges

We may reduce or eliminate certain charges (sales load, administrative charge, cost of insurance charge, or other charges), where the size or nature of the group results in savings in sales, underwriting, administrative or other costs, to us. These charges may be reduced in certain groups, sponsored arrangements or special exchange programs made available by us. Eligibility for reduction in charges and the amount of any reduction is determined by a number of factors, including:

- the number of insureds;
- the total premium expected to be paid;
- total assets under management for the policy owner;
- the nature of the relationship among individual insureds;
- the purpose for which the policies are being purchased;
- the expected persistency of individual policies; and
- any other circumstances which are rationally related to the expected reduction in expenses.

The extent and nature of reductions may change from time to time. The charge structure may vary. Variations are determined in a manner not unfairly discriminatory to policy owners which reflects differences in costs of services. Any reduction in charges may be discontinued after policy termination of employment or other relationship or if the employer is no longer sponsoring the program.

Other Benefits Available Under The Policy

At your employer's request, the policy can include additional benefits. We approve these benefits based on our standards and limits for issuing insurance and classifying risks. Any additional benefit we provide by rider is subject to the terms of both the rider and the policy. We generally deduct the cost of any rider as part of the monthly charges. Some riders do not result in monthly charges; however, we may charge a one-time fee when you exercise the rider. Subject to state availability, the following riders are available.

Accelerated Benefits Rider

This rider permits part of the proceeds of the policy to be available before death if the insured becomes terminally ill. We will require proof, satisfactory to us, that the insured is terminally ill and is not expected to live longer than 12 months prior to activation of the rider. In return for the advanced payment, we establish a lien against the policy, equal to the amount of the accelerated benefit. We do not charge interest against the lien. This rider is available under all policies. If a claim is made under this rider, then we will assess a charge of no more than $250. There is currently no charge for this rider.

Accidental Death and Dismemberment Rider

With this rider we will pay a benefit equal to a percentage of the accidental death and dismemberment rider face amount specified in the following table if the insured dies or becomes dismembered due to accidental causes prior to attaining age 65. The rider's selected face amount will be the lesser of the policy's selected face amount or $500,000. Your employer determines whether this rider becomes available under your policy. There is an additional charge for this rider that varies based on the individual characteristics of the insured. You can only elect this rider in the policy's application.

Loss of	Percent of Rider Face Amount Payable
Life	100%
Both Legs or Feet	100%
Both Arms or Hands	100%
Sight of Both Eyes	100%
One Leg/Foot and Sight of One Eye	100%
One Arm/Hand and Sight of One Eye	100%
One Leg/Foot or One Arm/Hand	50%
Sight of One Eye	50%

Waiver of Monthly Charges Rider

Under this rider we will waive the account value charges of your policy if:

- the insured becomes totally disabled before the policy anniversary after the insured's 65th birthday; and
- such total disability continues for 6 months.

The Waiver of Monthly Charges Rider will terminate when any of the following occurs:

- the insured is no longer totally disabled; or
- you do not give us the required satisfactory proof of continued total disability; or
- the insured fails or refuses to have a required examination; or
- the policy anniversary date after the insured's 65th birthday, or, if later, the date two years from the date the total disability began.

We will not return any premiums paid; however, we will adjust the account value according to the terms of the rider. There is an additional charge for this rider that varies based on the individual characteristics of the insured. You can only elect this rider in the policy's application.

Federal Income Tax Considerations

The information in this prospectus is general and is not an exhaustive discussion of all tax questions that might arise under the policy. The information presented is not written or intended as tax or legal advice. You are encouraged to seek tax and legal advice from a qualified tax advisor. In addition, we do not profess to know the likelihood that current federal income tax laws and Treasury Regulations or the current interpretations of the Internal Revenue Code of 1986, as amended (IRC), Regulations, and other guidance will continue. We cannot make any guarantee regarding the future tax treatment of any policy. We reserve the right to make changes in the policy to assure that it continues to qualify as life insurance for tax purposes.

No attempt is made in this prospectus to consider any applicable state or other tax laws.

Policy Proceeds and Loans

We believe the policy meets the IRC definition of life insurance. Therefore, the death benefit under the policy generally is excludible from the beneficiary's gross income under federal tax law. If you sell the policy or there is a transfer for value under IRC Section 101(a)(2), all or a portion of the death benefit under the policy may become taxable unless an exception applies.

As a life insurance policy under the IRC, the gain accumulated in the policy is not taxed until it is withdrawn or otherwise accessed. Any gain withdrawn from the policy is taxed as ordinary income.

From time to time, the Company may be entitled to certain tax benefits related to the investment of Company assets, including those comprising the policy value. These tax benefits, which may include foreign tax credits and the corporate dividends received deduction, are not passed back to you since the Company is the owner of the assets from which the tax benefits are derived.

The following information applies only to a policy that is not a MEC under federal tax law. Please see "Modified Endowment Contracts" later in this section for information about MECs.

As a general rule, withdrawals are taxable only to the extent that the amounts received exceed your cost basis (also referred to as investment in the contract) in the policy. Cost basis equals the sum of the premiums and other consideration paid for the policy less any prior withdrawals under the policy that were not subject to income taxation. For example, if your cost basis in the policy is $10,000, amounts received under the policy will not be taxable as income until they exceed $10,000 in the aggregate; then, only the excess over $10,000 is taxable.

However, special rules apply to certain withdrawals associated with a decrease in the policy death benefit. The IRC provides that if:

- there is a reduction of benefits during the first 15 years after a policy is issued; and
- there is a cash distribution associated with the reduction,

you may be taxed on all or a part of the amount distributed. After 15 years, cash distributions are not subject to federal income tax, except to the extent they exceed your cost basis.

If you surrender the policy for its net surrender value, all or a portion of the distribution may be taxable as ordinary income. The distribution represents income to the extent the value received exceeds your cost basis in the policy. For this calculation, the value received is equal to the account value, reduced by any surrender charges, but not reduced by any outstanding policy debt. Therefore, if there is a loan on the policy when the policy is surrendered, the loan will reduce the cash actually paid to you but will not reduce the amount you must include in your taxable income as a result of the surrender.

To illustrate how policy termination with an outstanding loan can result in adverse tax consequences as described above, suppose that your cost basis in the policy is $10,000, your account value is $15,000, you have no surrender charges, and you have received no other distributions and taken no withdrawals under the policy. If, in this example, you have an outstanding policy debt of $14,000, you would receive a payment equal to the net surrender value of only $1,000; but you still would have taxable income at the time of surrender equal to $5,000 ($15,000 account value minus $10,000 cost basis).

The potential that policy debt will cause taxable income from policy termination to exceed the payment received at termination also may occur if the policy terminates without value. Factors that may contribute to these potential situations include:

- amount of outstanding policy debt at or near the maximum loan value;
- unfavorable investment results affecting your policy account value;
- increasing monthly policy charge rates due to increasing attained ages of the insureds (An insured's "attained age" is equal to his or her issue age plus the number of completed policy years.);
- high or increasing amount of insurance risk, depending on death benefit option and changing account value; and
- increasing policy loan rates if the adjustable policy loan rate is in effect.

One example occurs when the policy debt limit is reached. If, using the previous example, the account value were to decrease to $14,000 due to unfavorable investment results, and the policy were to terminate because the policy debt limit is reached, the policy would terminate without any cash paid to you; but your taxable income from the policy at that time would be $4,000 ($14,000 account value minus $10,000 cost basis). The policy also may terminate without value if unpaid policy loan interest increases the outstanding policy debt to reach the policy debt limit.

To avoid policy terminations that may give rise to significant income tax liability, you may need to make substantial premium payments or loan repayments to keep your policy in force.

You can reduce the likelihood that these situations will occur by considering these risks before taking a policy loan. If you take a policy loan, you should monitor the status of your policy with your registered representative and your tax adviser at least annually, and take appropriate preventative action.

We believe that, under current tax law, any loan taken under the policy will be treated as policy debt of the owner. If your policy is not a MEC, the loan will not be considered income to you when received.

Interest on policy loans used for personal purposes generally is not tax-deductible. However, you may be able to deduct this interest if the loan proceeds are used for "trade or business" or "investment" purposes, provided that you meet certain narrow criteria.

If the owner is a corporation or other business, additional restrictions may apply. For example, there are limits on interest deductions available for loans against a business-owned policy. In addition, the IRC restricts the ability of a business to deduct interest on debt totally unrelated to any life insurance, if the business holds a cash value policy on the life of certain insureds. The alternative minimum tax (AMT) may apply to the gain accumulated in a policy held by a corporation. The corporate AMT may apply to a portion of the amount by which death benefits received exceed the policy's net surrender value on the date of death. The Tax Cuts and Jobs Act of 2017 has repealed the corporate AMT effective for tax years starting on or after January 1, 2018.

Investor Control and Diversification

There are a number of tax benefits associated with variable life insurance policies. Gains on the net investment experience of the Separate Account are deferred until withdrawn or otherwise accessed, and gains on transfers among divisions of the Separate Account also are deferred. For these benefits to continue, the policy must continue to qualify as life insurance. In addition to other requirements, federal tax law dictates that the insurer, and not the policy owner, has control of the investments underlying the various Separate Account divisions for the policy to qualify as life insurance.

You may make transfers among divisions of the Separate Account, but you may not direct the investments each Separate Account division makes. If the Internal Revenue Service (IRS) were to conclude that you, as the investor, have control over these investments, then the policy would no longer qualify as life insurance and you would be taxed on the gain in the policy as it is earned rather than when it is withdrawn or otherwise accessed.

The IRS has provided some guidance on investor control, but many issues remain unclear. One such issue is whether a policy owner can have too much investor control if the variable life policy offers a large number of Separate Account divisions in which to invest account values. We do not know if the IRS will provide any further guidance on the issue. We do not know if any such guidance would apply retroactively to policies already in force.

Consequently, we reserve the right to further limit net premium allocations and transfers under the policy, so that it will not lose its qualification as life insurance due to investor control.

In addition, the IRC requires that the investments of the Separate Account divisions be "adequately diversified" in order for a policy to be treated as a life insurance contract for federal income tax purposes. It is intended that the Separate Account divisions, through their underlying investment funds, will satisfy these diversification requirements.

Modified Endowment Contracts

If a policy is a modified endowment contract (MEC) under federal tax law, loans, withdrawals, and other amounts distributed under the policy are taxable to the extent of any income accumulated in the policy. The policy income is the excess of the account value (both loaned and non-loaned) over your cost basis. For example, if your cost basis in the policy is $10,000 and the account value is $15,000, then all distributions up to $5,000 (the accumulated policy income) are immediately taxable as income when withdrawn or otherwise accessed. The collateral assignment of a MEC is also treated as a taxable distribution. Death benefits paid under a MEC, however, are not taxed any differently than death benefits payable under other life insurance contracts.

If any amount is taxable as a distribution of income under a MEC, it will also be subject to a 10% penalty tax. There are a few exceptions to the additional penalty tax for distributions to individual owners. The penalty tax will not apply to distributions:

- made on or after the date the taxpayer attains age 59½; or
- made because the taxpayer became disabled; or

- made as part of a series of substantially equal periodic payments paid for the life or life expectancy of the taxpayer, or the joint lives or joint life expectancies of the taxpayer and the taxpayer's beneficiary. These payments must be made at least annually.

A policy is a MEC if it satisfies the IRC definition of life insurance but fails the "7-pay test." A policy fails this test if:

(1) the accumulated amount paid under the policy at any time during the first seven contract years

exceeds

(2) the total premiums that would have been payable at that time for a policy providing the same benefits guaranteed after the payment of seven level annual premiums.

A life insurance policy may pass the 7-pay test and still be taxed as a MEC if it is received in a section 1035 tax-deferred exchange for a MEC.

If certain changes are made to a policy, we will retest it to determine if it has become a MEC. For example, if you reduce the death benefit during a 7-pay testing period, we will retest the policy using the lower benefit amount from the start of that testing period. If the reduction in death benefit causes the policy to fail the 7-pay test for any prior policy year, the policy will be treated as a MEC beginning with the policy year in which the reduction takes place.

Any reduction in benefits attributable to the non-payment of premiums will not be taken into account if the benefits are reinstated within 90 calendar days after the reduction in such benefits.

We will retest whenever there is a "material change" to the policy while it is in force. If there is a material change, a new 7-pay test period begins at that time. The term "material change" includes certain increases in death benefits.

Since the policy provides for flexible premium payments, we have procedures for determining whether increases in death benefits or additional premium payments cause the start of a new 7-pay test period or cause the policy to become a MEC.

Once a policy fails the 7-pay test, loans and distributions taken in the year of failure and in future years are taxable as distributions from a MEC to the extent of gain in the policy. In addition, the IRS has authority to apply the MEC taxation rules to loans and other distributions received in anticipation of the policy's failing the 7-pay test. The IRC authorizes the issuance of regulations providing that a loan or distribution, if taken within two years prior to the policy's becoming a MEC, shall be treated as received in anticipation of failing the 7-pay test. However, such written authority has not yet been issued.

Under current circumstances, a loan, collateral assignment, or other distribution under a MEC may be taxable even though it exceeds the amount of gain accumulated in that particular policy. For purposes of determining the amount of taxable income received from a MEC, the law considers the total of all gain in all the MECs issued within the same calendar year to the same owner by an insurer and its affiliates. Loans, collateral assignments, and distributions from any one MEC are taxable to the extent of this total gain.

Other Tax Considerations

A change of the owner or an insured, or an exchange or assignment of the policy, may cause the owner to recognize taxable income.

The impact of federal income taxes on values under the policy and on the benefit to you or your beneficiary depends on MassMutual's tax status and on the tax status of the individual concerned. We currently do not make any charge against the Separate Account for federal income taxes. We may make such a charge eventually in order to recover the future federal income tax liability to the Separate Account.

Under current laws in several states, we may incur state and local taxes (in addition to premium taxes). These taxes are not now significant and we are not currently charging for them. If they increase, we may deduct charges for such taxes.

Federal estate and gift taxes, state and local estate taxes, and other taxes depend on the circumstances of each owner or beneficiary.

Qualified Plans

The policy may be used as part of certain tax-qualified and/or ERISA employee benefit plans. Since the rules concerning the use of a policy with such plans are complex, you should not use the policy in this way until you have consulted a competent tax adviser. You may not use the policy as part of an Individual Retirement Account (IRA) or as part of a Tax-Sheltered Annuity (TSA) or an IRC Section 403(b) custodial account.

Employer-Owned Policies

The IRC contains certain notice and consent requirements for "employer-owned life insurance" policies. The IRC defines "employer-owned life insurance" as a life insurance contract: (a) that is owned by a person or entity engaged in a trade or business (including policies owned by related or commonly controlled parties); (b) insuring the life of a U.S. citizen or resident who is an employee on the date the contract is issued; and (c) under which the policyholder is directly or indirectly a beneficiary.

The tax-free death benefit for employer-owned life insurance is limited to the amount of premiums paid unless certain notice and consent requirements are met. The notice requirements are met if, before the contract is issued, the employee is notified in writing of the following:

(1) the employer intends to insure the employee's life;

(2) the maximum face amount for which the employee could be insured at the time the contract was issued; and

(3) the employer will be the beneficiary of any proceeds payable on the death of the employee.

Prior to issuance of the contract, the employee must provide written consent to being insured under the contract and to continuation of the coverage after employment terminates.

The law also imposes annual reporting and record keeping requirements for businesses owning employer-owned life insurance policies. The employer must maintain records of the employer's notice and the employee's consent, and must file certain annual reports with the IRS.

Provided that the notice and consent requirements are satisfied, the death proceeds of an employer-owned life insurance policy will generally be income tax-free in the following situations:

- At the time the contract is issued, the insured employee is a director, highly compensated employee, or highly compensated individual within the meaning of IRC Section 101(j)(2)(A)(ii);
- The insured was an employee at any time during the 12-month period before his or her death;
- The proceeds are paid to a member of the insured's family, an individual who is the designated beneficiary of the insured under the contract, a trust established for the benefit of any such member of the family or designated beneficiary, or the insured's estate; or
- The proceeds are used to purchase an equity interest in the employer from any of the persons described in (3).

Death proceeds that do not fall within one of the enumerated exceptions will be subject to ordinary income tax (even if the notice and consent requirements were met), and MassMutual will report payment of taxable proceeds to the IRS, where applicable.

Business Uses of Policy

Businesses can use the policies in various arrangements, including nonqualified deferred compensation or salary continuance plans, split dollar insurance plans, executive bonus plans, tax exempt and nonexempt welfare benefit plans, retiree medical benefit plans and others. The tax consequences of such plans may vary depending on the particular facts and circumstances. The Internal Revenue Service and Treasury have issued guidance that may substantially affect these arrangements. If you are purchasing the policy for any arrangement the value of which depends in part on its tax consequences, you should consult a qualified tax adviser.

Tax Shelter Regulations

Prospective owners that are corporations should consult a tax adviser about the treatment of the policy under the Treasury Regulations applicable to corporate tax shelters.

Alternative Minimum Tax

If the owner of the life insurance policy is a corporation, there may also be an indirect tax upon the income in the policy or the proceeds of the policy under the federal corporate alternative minimum tax. The Tax Cuts and Jobs Act of 2017 has repealed the corporate AMT effective for tax years starting on or after January 1, 2018.

Generation Skipping Transfer Tax

Under certain circumstances, the IRC may impose a "generation skipping transfer tax" when all or part of a life insurance policy is transferred to, or a death benefit is paid to, an individual two or more generations younger than the owner. Regulations issued under the IRC may require us to deduct the tax from your policy, or from any applicable payment, and pay it directly to the IRS.

Federal Income Tax Withholding

To the extent that policy distributions are taxable, they are generally subject to withholding for federal income tax. Owners can generally elect, however, not to have tax withheld from distributions.

Life Insurance Purchases by Residents of Puerto Rico

Income received by residents of Puerto Rico under life insurance policies issued by a United States life insurance company is U.S.-source income that is generally subject to United States federal income tax.

Non-Resident Aliens and Foreign Entities

Generally, a distribution from a contract to a non-resident alien or foreign entity is subject to federal income tax withholding at a rate of 30% of the amount of the income that is distributed. A non-resident alien is a person who is neither a citizen, nor a resident, of the United States of America (U.S.). We are required to withhold the tax and send it to the IRS. Some distributions to non-resident aliens or foreign entities may be subject to a lower (or no) tax if a treaty applies. In order to obtain the benefits of such a treaty, the non-resident alien must claim the treaty benefit on Form W-8BEN (or the equivalent entity form), providing us with:

- proof of residency (in accordance with IRS requirements); and
- the applicable taxpayer identification number.

If the above conditions are not met, we will withhold 30% of the income from the distribution. Additionally, under the Foreign Account Tax Compliance Act, effective July 1, 2014, U.S. withholding may be required for certain entity owners (including foreign financial institutions and non-financial foreign entities (such as corporations, partnerships and trusts)) at a rate of 30% without regard to lower treaty rates.

Sales to Third Parties

If you sell your policy to a viatical settlement provider, and the insured is considered terminally or chronically ill within the meaning of IRC Section 101(g), the proceeds of the sale will be treated as death benefit proceeds, and will generally be received by you income tax-free.

However, the sale of your policy to an unrelated investor in a sale that does not qualify as a viatical settlement may have adverse tax consequences. IRS guidance issued in 2009 provides that the gain from such a sale is taxed as ordinary income to the extent that you would have realized ordinary income if you had instead surrendered your policy. Any amount you receive in excess of that amount is taxed as capital gain income. Under the Tax Cuts and Jobs Act of 2017, these sales may qualify as reportable sales and require the purchaser and the contract issuer to report the sale to the seller and the IRS. Previously the IRS had taken the position that your cost basis in the policy for computing the gain on the sale must be decreased by the cumulative cost of insurance charge incurred prior to the sale. The Tax Cuts and Jobs Act of 2017 provides that for reportable sales that take place after August 25, 2009, no reduction in the cost basis for the cost of insurance incurred is required.

Medicare Hospital Insurance Tax

A Medicare Hospital Insurance Tax (known as the "Unearned Income Medicare Contribution") applies to all or part of a taxpayer's "net investment income," at a rate of 3.8%, when certain income thresholds are met. "Net investment income" is defined to include, among other things, non-qualified annuities and net gain attributable to the disposition of property. Under final tax regulations, this definition includes the taxable portion of any annuitized payment from a life insurance contract and it may also include the gain from the sale of a life insurance contract. Under current guidance we are required to report to the IRS whether a distribution is potentially subject to the tax. You should consult a tax adviser as to the potential impact of the Medicare Hospital Insurance Tax on your policy.

Other Information

Paid-up Policy Date

The paid-up policy date is the policy anniversary after the insured's 100th birthday. On and after this date, your selected face amount will equal the account value. As of this date and thereafter, the death benefit option will be Death Benefit Option A, the charge for cost of insurance will be $0 and we will no longer accept premium payments. We will continue to deduct any other account value charges. Your payment of premiums does not guarantee that the policy will continue in force to the paid-up policy date.

Distribution

The policies are sold by both registered representatives of MML Investors Services, LLC (MMLIS), a subsidiary of MassMutual, and by registered representatives of other broker-dealers who have entered into distribution agreements with MML Distributors, LLC (MML Distributors), a subsidiary of MassMutual. Pursuant to separate underwriting agreements with the Company, on its own behalf and on behalf of the separate account, MMLIS serves as principal underwriter of the policies sold by its registered representatives, and MML Distributors serves as principal underwriter of the policies sold by registered representatives of other broker-dealers who have entered into distribution agreements with MML Distributors.

Both MMLIS and MML Distributors are registered with the SEC as broker-dealers under the Securities Exchange Act of 1934 and are members of the Financial Industry Regulatory Authority (FINRA). MMLIS and MML Distributors receive compensation for their actions as principal underwriters of the policies.

Commissions

Commissions are paid to MMLIS and all broker-dealers who sell the policy. Commissions for sales of the policies by MMLIS registered representatives are paid by MassMutual on behalf of MMLIS to its registered representatives. Commissions for sales of the policies by registered representatives of other broker-dealers are paid by MassMutual on behalf of MML Distributors to those broker dealers.

Commissions are a percentage of premiums paid under the policies. Commissions will not exceed 30% of premiums, plus 0.25% of the policy's average annual variable account value.

Additional Compensation Paid to MMLIS

Most MMLIS registered representatives are also MassMutual insurance agents, and as such, are eligible for certain cash and non-cash benefits from MassMutual. Cash compensation includes bonuses and allowances based on factors such as sales, productivity and persistency. Non-cash compensation includes various recognition items such as prizes and awards as well as attendance at, and payment of the costs associated with attendance at, conferences, seminars and recognition trips. Sales of this policy may help these registered representatives and their supervisors qualify for such benefits. MMLIS registered representatives who are also General Agents or sales managers of MassMutual also may receive overrides, allowances and other compensation that is based on sales of the policy by MMLIS registered representatives.

Additional Compensation Paid to Certain Broker-Dealers

In addition to the commissions described above, we may make cash payments to certain broker-dealers to attend sales conferences and educational seminars, thereby promoting awareness of our products. This additional compensation is not offered to all broker-dealers and the terms of the arrangements may differ among broker-dealers. Any such compensation will be paid by MML Distributors or us out of our or MML Distributors' assets and will not result in any additional direct charge to you.

Compensation in General

The compensation arrangements described in the paragraphs above may provide a registered representative with an incentive to sell this policy over other available policies whose issuers do not provide such compensation or which provide lower levels of compensation. You may want to take these compensation arrangements into account when evaluating any recommendations regarding this policy.

We intend to recoup a portion of the cash and non-cash compensation payments that we make through the assessment of certain charges described in this prospectus, including the contingent deferred sales charge. We may also use some of the 12b-1 distribution fee payments (if applicable) and other payments that we receive from certain funds to help us make these cash and non-cash payments.

Your registered representative typically receives a portion of the compensation that is payable to his or her broker-dealer, depending on the agreement between the representative and their firm. MassMutual is not involved in determining compensation paid to a registered representative of an unaffiliated broker-dealer. You may contact, as applicable, MMLIS, your broker-dealer or registered representative to find out more information about the compensation they may receive in connection with your purchase of a policy.

Other Policy Rights and Limitations

Right to Assign the Policy

You may assign your policy as collateral for a loan or other obligation, subject to any outstanding policy debt. In certain states, you cannot assign the policy without our approval. We will refuse or accept any request to assign the policy on a non-discriminatory basis. Please see your policy. For any assignment we allow to be binding on us, we must receive, in good order, written notice of the assignment and a signed assignment in proper form at our Administrative Office. We are not responsible for the validity of any assignment. If you assign your policy, certain of your rights may only be exercised with the consent of the assignee of record.

Dividends

Each year we determine the money available to pay dividends. We then determine if we will pay any dividend under this policy. If any dividends are paid to this policy, they will be paid on your policy anniversary. We do not expect to pay any dividends under this policy.

Your Voting Rights

We are the legal owner of the fund shares. However, you have the right to instruct us how to vote on questions submitted to the shareholders of the funds supporting the policy. This right is limited to the extent you are invested in those Separate Account divisions on the record date. We vote shares for which we do not receive instructions in the same proportion as the shares for which we do receive instructions. The shares held in the name of the Company and its affiliates will also be proportionally voted. This process may result in a small number of policy owners controlling the vote. There is no minimum number of votes required. If we determine that we are no longer required to comply with the above, we will vote the shares in our own right.

Your right to instruct us is based on the number of shares of the funds attributable to your policy. The number of shares of any fund, attributable to your policy, is determined by dividing the account value held in that Separate Account division by $100. Fractional votes are counted.

We will send you or, if permitted by law, make available electronically, proxy material and a form to complete giving us voting instructions.

We may, when required by state insurance regulatory authorities, disregard voting instructions, if such instructions would require shares to be voted so as to cause a change in the sub-classification or investment objective of a fund or to approve or disapprove an investment advisory contract for the fund. In addition, we may disregard voting instructions that would require a change in the investment policy or investment adviser of one or more of the available funds. Our disapproval of such change must be reasonable and based on a good faith determination that the change would be contrary to state law or otherwise inappropriate, considering the fund's objectives and purpose. If we disregard owner voting instructions, we will advise owners of our action and the reasons for such action in the next available annual or semi-annual report.

Deferral of Payments

We may delay payment of any surrenders, withdrawals and loan proceeds from the Guaranteed Principal Account for up to 6 months from the date the request is received at our Administrative Office.

We may suspend or postpone transfers from the Separate Account divisions, or delay payment of any surrenders, withdrawals, loan proceeds, and death benefits from the Separate Account during any period when:

- it is not reasonably practicable for us to determine the amount because the NYSE is not open for trading, except for normal weekend or holiday closings, or trading is restricted by the SEC;
- an emergency exists as a result of which disposal of shares of the funds is not reasonably practicable or we cannot reasonably value the shares of the funds; or
- the SEC permits us to delay payment for the protection of our policy owners.

If, pursuant to SEC rules, a money market fund suspends payment of redemption proceeds in connection with a liquidation of the fund, we will delay payment of any transfer, partial withdrawal, surrender, loan, or death benefit from a money market division until the fund is liquidated.

If we delay payment of a surrender or withdrawal for 30 calendar days or more, we add interest to the date of payment at the same rate it is paid under the interest payment option.

Possible Restrictions on Financial Transactions

Federal laws designed to counter terrorism and prevent money laundering might, in certain circumstances, require us to reject a premium payment or block an owner's ability to make certain transactions and thereby refuse to accept any request for transfers, withdrawals, surrenders, loans, or death benefits, until the instructions are received from the appropriate regulator. We may also be required to provide additional information about you and your policy to government regulators.

Reservation of Company Rights to Change the Separate Account

Separate Account Changes

We reserve the right, subject to compliance with applicable federal securities laws and regulations and any other federal or state law, to create separate accounts and make certain material changes to the structure and operation of the Separate Account, including, among other things to:

- create new divisions of the Separate Account;
- create new segments of the Separate Account for any new variable life insurance products we create in the future;
- eliminate divisions of the Separate Account;
- close existing divisions of the Separate Account to allocations of new premium payments by current or new policy owners;
- combine the Separate Account or any Separate Account divisions with one or more different separate accounts or Separate Account divisions;
- transfer the assets of the Separate Account or any division of the Separate Account that we may determine to be associated with the class of contracts to which the policy belongs to another separate account or Separate Account division;
- operate the Separate Account as a management investment company under the 1940 Act or in any other form permitted by law;
- de-register the Separate Account under the 1940 Act in the event such registration is no longer required; and
- change the name of the Separate Account.

Computer System, Cybersecurity, and Service Disruption Risks

The Company and its business partners rely on computer systems to conduct business, including customer service, marketing and sales activities, customer relationship management and producing financial statements. While the Company and its business partners have policies, procedures, automation and backup plans designed to prevent or limit the effect of failures, our respective computer systems may be vulnerable to disruptions or breaches as the result of natural disasters, man-made disasters, criminal activity, pandemics, or other events beyond our control. The failure of our or our business partners' computer systems for any reason could disrupt operations, result in the loss of customer business and adversely impact profitability.

The Company and its business partners retain confidential information on our respective computer systems, including customer information and proprietary business information. Any compromise of the security of our or our business partners' computer systems that results in the disclosure of personally identifiable customer information could damage our reputation, expose us to litigation, increase regulatory scrutiny and require us to incur significant technical, legal, and other expenses.

Geopolitical and other events, including natural disasters, war, terrorism, economic uncertainty, trade disputes, public health crises and related geopolitical events, and widespread disease, including pandemics (such as COVID-19) and epidemics, have led, and in the future may lead, to increased market volatility, which may disrupt U.S. and world economies and markets and may have significant adverse direct or indirect effects on the Company. These events may adversely affect computer and other systems on which the Company relies, interfere with the processing of contract-related transactions (including the processing of orders from owners and orders with the funds) and the Company's ability to administer this contract in a timely manner, or have other possible negative effects. These events may also impact the issuers of securities in which the funds invest, which may cause the funds underlying the contract to lose value. There can be no assurance that we, the funds or our service providers will avoid losses affecting the contract due to these geopolitical and other events. If we are unable to receive U.S. mail or fax transmissions due to a closure of U.S. mail delivery by the government or due to the need to protect the health of our employees, you may still be able to submit transaction requests to the Company electronically or over the telephone. Our inability to receive U.S. mail or fax transmissions may cause delays in the pricing and processing of transaction requests submitted to us by U.S. mail or by fax during that time period.

Legal Proceedings

The Company is subject to legal and regulatory actions, including class action lawsuits, in the ordinary course of its business. Our pending legal and regulatory actions include proceedings specific to us, as well as proceedings generally applicable to business practices in the industry in which we operate. From time to time, we also are subject to governmental and administrative proceedings and regulatory inquiries, examinations, and investigations in the ordinary course of our business. In addition, we, along with other industry participants, may occasionally be subject to investigations, examinations, and inquiries (in some cases industry-wide) concerning issues upon which regulators have decided to focus. Some of these proceedings involve requests for substantial and/or unspecified amounts, including compensatory or punitive damages.

While it is not possible to predict with certainty the ultimate outcome of any pending litigation proceedings or regulatory action, management believes, based on information currently known to it, that the ultimate outcome of all pending litigation and regulatory matters, after consideration of applicable reserves and rights to indemnification, is not likely to have a material adverse effect upon the Separate Account, the ability of the principal underwriter(s) to perform in accordance with its contracts with the Company on behalf of the Separate Account, or the ability of the Company to meet its obligations under the policy.

For more information regarding the Company's litigation and other legal proceedings, please see the notes to the Company's financial statements contained within the SAI.

Our Ability to Make Payments Under the Policy

Our Claims Paying Ability

Our "claims-paying ability" is our ability to meet any contractual obligation we have to pay amounts under the policy. These amounts include death benefits, withdrawals, surrenders, policy loans, and any amounts paid through the policy's additional features and guarantees. It is important to note that there is no guarantee that we will always be able to meet our claims-paying obligations, and as with any insurance product, there are risks to purchasing this policy. For this reason, when purchasing a policy and making investment decisions, you should consider our financial strength and claims-paying ability to meet our obligations under the policy.

Obligations of Our Separate Account

Net premium and account value may be allocated to the divisions of the Separate Account. The Separate Account will purchase equivalent shares in the corresponding funds. Any death benefits, withdrawals, surrenders, policy loans, or transfers of account value from the divisions of the Separate Account will be redeemed from the corresponding funds. We cannot use the Separate Account's assets to pay any of our liabilities other than those arising from the policies. Please see "The Separate Account" in the "Investment Choices" section.

Obligations of Our General Investment Account

Net premium and account value you allocate to the Guaranteed Principal Account is maintained in our general investment account. The assets of our general investment account support our insurance and annuity obligations and are subject to our general liabilities from our business operations and to claims by our creditors. We use general investment account assets for many purposes including to pay death benefits, withdrawals, surrenders, policy loans, and transfers from the Guaranteed Principal Account as well as to pay amounts we provide to you through elected additional features and guarantees that are in excess of your variable account value allocated to the Separate Account.

Because of exemptive and exclusionary provisions, the general investment account, unlike the Separate Account, has not been registered under the 1933 Act or the 1940 Act. As a result, the general investment account is generally not subject to the provisions of the 1933 Act or the 1940 Act. Those disclosures, however, are subject to certain generally applicable provisions of the federal securities laws that require complete and accurate statements in prospectuses.

Unclaimed Property

Every state has some form of unclaimed property law that imposes varying legal and practical obligations on insurers and, indirectly, on policy owners, insureds, beneficiaries, and any other payees of proceeds from a policy. Unclaimed property laws generally provide for the transfer of benefits or payments under various circumstances to the abandoned property division or unclaimed property office in the state of last residence. This process is known as escheatment. To help avoid escheatment, keep your own information, as well as beneficiary and any other payee information up-to-date, including: full names, postal and electronic media addresses, telephone numbers, dates of birth, and social security numbers. To update this information, contact our Administrative Office.

Financial Statements

We encourage both existing and prospective owners to read and understand our financial statements and those of the Separate Account. Our audited statutory financial statements and the Separate Account's audited U.S. GAAP financial statements are included in the SAI. You can request an SAI by contacting our Administrative Office at the number or address on page 1 of this prospectus.

Appendix A

Modal Term Premium Calculation

The modal term premium is an estimate of the premium that will be sufficient to cover the premium deductions and the monthly deduction for the modal term. It equals the monthly deduction(s) during the modal term divided by 1 less the premium deduction discounted at a rate no lower than the monthly equivalent of the minimum annual interest rate for the Guaranteed Principal Account.

Example:

a. Specified Amount:	$250,000
b. Monthly Guaranteed Interest at 3%	.246627%
c. NAAR = a./(1 + b.):	$249,384.95
d. Monthly COI Rate:	$.00009788
e. Monthly COI Charge = c. x d.:	$24.41
f. Monthly Policy Fee:	$5.25
g. Monthly Deduction Before Premium Load = e. + f.:	$29.66
h. Premium Load:	3%
i. Monthly Deduction = g./(1 – h.):	$30.58
j. Monthly Annuity Due at 3%:	11.83895088
k. Annual Modal Term Premium = i. x j.:	$362.00

The SAI contains additional information about the Separate Account and the policy. The SAI is incorporated into this prospectus by reference and it is legally part of this prospectus. We filed the SAI with the SEC. The SEC maintains a website (www.sec.gov) that contains the SAI, material incorporated by reference and other information regarding companies that file electronically with the SEC.

Reports and other information about the Separate Account, including the SAI, are available on the SEC website (www.sec.gov).

For a free copy of the SAI, other information about this policy, or general inquiries, contact our Administrative Office:

Massachusetts Mutual Life Insurance Company
LCM Document Management Hub
1295 State Street
PO Box 2488
Springfield, MA 01101-2488
1-800-548-0073
(Fax) 1-413-226-4054
(E-mail) LCMClientServices@MassMutual.com
www.MassMutual.com

You can also request, free of charge, a personalized illustration of death benefits, surrender values, and cash values from your registered representative or by calling our Administrative Office.

Investment Company Act file number: 811-08075
Securities Act file number: 333-22557
Class (Contract) Identifier: C000027261

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