

SERFF Tracking Number: MANU-125803892 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 40696  
Company Tracking Number: 09ACCUL/09ESVR/09CVER  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: 09ACCUL/09ESVR/09CVER  
Project Name/Number: 09ACCUL/09ESVR/09CVER/09ACCUL/09ESVR/09CVER

## Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)  
Product Name: 09ACCUL/09ESVR/09CVER SERFF Tr Num: MANU-125803892 State: ArkansasLH  
TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 40696  
Adjustable Life  
Sub-TOI: L09I.001 Single Life Co Tr Num: State Status: Approved-Closed  
09ACCUL/09ESVR/09CVER  
Filing Type: Form Co Status: Reviewer(s): Linda Bird  
Authors: Helene Landow, Karren Disposition Date: 10/29/2008  
Phair, Debbie Tom, Joel Meggs,  
Jacqueline Back  
Date Submitted: 10/27/2008 Disposition Status: Approved  
Implementation Date Requested: Implementation Date:  
State Filing Description:

## General Information

Project Name: 09ACCUL/09ESVR/09CVER Status of Filing in Domicile: Authorized  
Project Number: 09ACCUL/09ESVR/09CVER Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments: Exempt in  
Michigan  
Explanation for Combination/Other: Market Type: Individual  
Submission Type: New Submission Group Market Size:  
Overall Rate Impact: Group Market Type:  
Filing Status Changed: 10/29/2008  
State Status Changed: 10/29/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:  
ARKANSAS  
N.A.I.C. # 904-65838  
SERFF Tracking # MANU-125803892

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Date of Submission:

Filing Description: Policy: Form 09ACCUL – Flexible Premium Adjustable Life Insurance Policy, Non-Participating  
Supplementary Benefits: Form 09CVER – Cash Value Enhancement Rider  
Form 09ESVR – Enhanced Surrender Value Rider

We are submitting the above forms for your approval. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction. The forms will be laser printed, subject only to minor variations in color, paper stock, duplexing, fonts, and positioning. These are new forms and do not replace any currently approved forms. The forms will be effective on the date of approval and will be marketed to the general public. No part of this filing contains any unusual or controversial items that deviate from normal Company or industry standards.

Form 09ACCUL, Flexible Premium Adjustable Life Insurance Policy, is a non-participating single life policy which targets a general market. The policy's Total Face Amount is the sum of the Base Face Amount and any Supplemental Face Amount under the policy. The minimum Total Face Amount is \$100,000 and the minimum Base Face Amount is \$100,000. The policy provides two death benefit options and includes a no-lapse guarantee. The guarantee period for the Base Face Amount runs for the first 5 policy years. The guarantee period for any Supplemental Face Amount runs for the first 2 policy years. The issue age range for the policy presently is 0 to 90 and can vary within this range based on smoking status and risk class. The policy provides flexibility in the timing and amount of premium payments. Premiums are payable until the earlier of the life insured's death or age 100. When we receive a premium payment, we deduct a Premium Charge and credit the net premium to the Guaranteed Interest Account. The Guaranteed Interest Account is credited at rates determined by us, which are guaranteed never to be less than an effective annual rate of 3%.

We make monthly deductions to cover the cost of insurance and insurance charges. If the policy is still in force at age 100 of the life insured, interest will continue to be credited but monthly deductions will cease. The Death Benefit will be determined the same as it was before age 100 except that at the Life Insured's attained age 121 any Supplemental Face Amount will terminate, thereby reducing the Death Benefit by such amount.

Policy loans are available on a variable interest rate basis as specified in the policy.

The policy provides two premium test options for qualification as life insurance for tax purposes under the Internal Revenue Code: Guideline Premium Test or the Cash Value Accumulation Test. The premium test election is made at

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the time of application and cannot be changed after the policy is issued.

Reserves and non-forfeiture values are based on 2001 Commissioners Standard Ordinary Sex Distinct Age-Nearest-Birthday Composite Ultimate Mortality Tables, with substandard ratings as applicable. We also use these tables as the basis for determining maximum cost of insurance rates. For policies subject to the Norris Decision that are purchased by a qualified pension or profit-sharing plan, we issue the policy on a unisex basis with maximum cost of insurance rates based on the Commissioners 2001 Standard Ordinary 80% Male and 20% Female Mortality Table, with substandard ratings as applicable. An Actuarial Memorandum for the policy is enclosed.

The main application form which will be used with this policy is NB5000US (12/2007) Application for Life Insurance, which was approved by your state on February 11, 2008 under SERFF Tracking # MANU-125381606.

#### SUPPLEMENTARY BENEFITS

Form 09CVER – Cash Value Enhancement Rider is designed to enhance the accumulation of cash surrender value under the policy during the surrender charge period. This is accomplished by applying a Cash Value Enhancement Factor to reduce the surrender charge that would otherwise be applicable under the policy. There is a one-time charge of \$500.00 for this benefit. The rider can be added to the policy only at issue.

Form 09ESVR, Enhanced Surrender Value Rider provides an enhanced cash surrender value during the first 5 policy years, that replaces the cash surrender value that would otherwise be paid under the policy. There is a one-time charge of \$1,000 for this benefit. The rider can be added to the policy only at issue.

A separate Actuarial Memorandum is enclosed for each of the above riders. Neither rider has a separate reserve statement, as neither rider enters into the reserve calculation directly.

Other previously and subsequently approved riders may be made available with this policy. Note that the policy in Section 1, under the Other Benefits and Specifications heading, will include a complete listing of all riders applied for and issued with the policy.

Marketing materials, which have yet to be developed for this product, will be submitted to your Department to the extent

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necessary under insurance laws, unless you indicate otherwise.  
 P.S. At present, there is no advertising or sales material available for this product.

- Enclosures: Actuarial Memorandum (including Reserve Statement) for 09ACCUL, 09CVER, 09ESVR
- Statement of Variability
- Filing Fee (EFT)
- Readability Certificate
- Certificate of Compliance with Standard Non-Forfeiture and Valuation
- John Doe Application
- Compliance Certification re Unfair Sex Discrimination
- Compliance Certification re Ark. Code Ann. 23-79-138 and Regulation 49

## Company and Contact

### Filing Contact Information

Joel Meggs, Sr. Contract Analyst Joel\_Meggs@jhancock.com  
 200 Bloor St E (416) 926-3000 [Phone]  
 Toronto, ON M4W 1E5

### Filing Company Information

John Hancock Life Insurance Company (U.S.A.)	CoCode: 65838	State of Domicile: Michigan
P. O. Box 600	Group Code: 904	Company Type: insurance/financial
Contracts and Compliance	Group Name:	State ID Number:
Buffalo, NY 14201-0600	FEIN Number: 01-0233346	
(416) 926-3000 ext. [Phone]	-----	

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation:



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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	10/27/2008	23496695

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/29/2008	10/29/2008

*SERFF Tracking Number:* MANU-125803892                      *State:* Arkansas  
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## **Disposition**

Disposition Date: 10/29/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Readability Certification		Yes
Supporting Document	Actuarial Memorandum (including Reserve Statement) for 09ACCUL, 09CVER, 09ESVR		No
Supporting Document	Statement of Variability		Yes
Form	Flexible Premium Adjustable Life Insurance Policy, Non-Participating		Yes
Form	Cash Value Enhancement Rider		Yes
Form	Enhanced Surrender Value Rider		Yes

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## Form Schedule

### Lead Form Number:

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	09ACCUL	Policy/Cont	Flexible Premium ract/Fratern al Insurance Policy, Certificate Non-Participating	Initial		45	09ACCUL_A R.pdf
	09CVER	Certificate	Cash Value Amendmen t, Insert Page, Endorseme nt or Rider	Initial		40	09CVER Final October 20, 2008.pdf
	09ESVR	Certificate	Enhanced Surrender Amendmen t, Insert Page, Endorseme nt or Rider	Initial		40	09ESVR Final October 20, 2008.pdf



John Hancock Life Insurance Company (U.S.A.)  
A Stock Company

LIFE INSURED     **[John J. Doe]**  
POLICY NUMBER    [12 345 678]  
PLAN NAME         [Accumulation UL]

**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**

ADJUSTABLE DEATH BENEFIT

BENEFIT PAYABLE ON LIFE INSURED'S DEATH

FLEXIBLE PREMIUMS PAYABLE TO AGE 100 DURING THE LIFE INSURED'S LIFETIME

NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS)

Subject to the conditions and provisions of this policy while the policy is in force, and upon the death of the Life Insured, John Hancock Life Insurance Company (U.S.A.) ("the Company") agrees to pay the Insurance Benefit to the beneficiary in a lump sum, and to provide the other benefits, rights, and privileges, if any, of the policy. The Insurance Benefit is described in Section 6. If the Company makes other plans of payment available other than a lump sum, then a Beneficiary may request written election of any such other plans in lieu of a lump sum.

**READ YOUR POLICY CAREFULLY. It is a contract between you and us.**

**RIGHT TO RETURN POLICY.** If for any reason you are not satisfied with your policy, you may return it for cancellation by delivering or mailing it to us or to the agent who sold it. If this policy does not replace another policy, you may return it within TEN days after receiving it, or if it replaces another policy, you may return it within TWENTY days after receiving it. We will refund in full the payment made. The policy will be void from the beginning.

Signed for the Company by:

  
President

  
Secretary

## **Policy Provisions**

### **Section**

1. Policy Specifications
2. Table of Rates
3. Definitions
4. Qualification as Life Insurance
5. Total Face Amount
6. Insurance Benefit
7. Interest On Proceeds
8. Premiums
9. No-Lapse Guarantee
10. Grace Period
11. Policy Termination
12. Reinstatement
13. Coverage at and after Age 100
14. Policy Value
15. Loan Account and Guaranteed Interest Account
16. Loans
17. Surrenders and Withdrawals
18. Owner and Beneficiary
19. Assignment
20. Misstatements
21. Suicide
22. Incontestability
23. The Contract
24. Right to Postpone Payment of Benefits
25. Claims Of Creditors
26. Reports To Owner
27. How Values Are Computed

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## 1. POLICY SPECIFICATIONS

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<b>Life Insured</b>	[JOHN DOE]	<b>Plan Name</b>	[Accumulation UL]
<b>Age at Policy Date</b>	[35]	<b>Policy Number</b>	[12 345 678]
<b>[Sex]</b>	[MALE]	<b>Issue Date</b>	[January 1, 2009]
<b>Risk Classification</b>	[Standard] [Non Smoker]	<b>Policy Date</b>	[January 1, 2009]
<b>Additional Ratings</b>	[not applicable]		
<b>Owner, Beneficiary</b>	As designated in the application or subsequently changed		
<b>Death Benefit Option at Issue</b>	[Option 1]		
<b>Life Insurance Qualification Test Elected</b>	[Guideline Premium Test]		
		<b>Base Face Amount at Issue</b>	[\$500,000]
		<b>Supplemental Face Amount at Issue</b>	<u>[\$600,000]</u>
		<b>Total Face Amount at Issue</b>	[\$1,100,000]
<b>Governing Law</b>	[Arkansas]		

### PREMIUMS AT ISSUE

<b>Premium Mode</b>	[Annual]
<b>Planned Premium</b>	[\$14,218.00 per year]
<b>Minimum Initial Premium</b>	[\$225.55]
<b>No- Lapse Guarantee Premium</b>	[\$2,706.51 per year]

**Notice:** This policy provides life insurance coverage for the lifetime of the Life Insured if sufficient premiums are paid. Premium payments in addition to the Planned Premium shown may need to be made to keep this policy and coverage in force. Keeping the policy and coverage in force will be affected by factors such as: changes in the current Cost of Insurance rates; the amount, timing and frequency of premium payments; the interest rate being credited to the Guaranteed Interest Account; changes to the Death Benefit Option; changes in the Total Face Amount; loan activity; withdrawals; and deductions for any applicable Supplementary Benefit riders that are attached to, and made a part of, this policy. Also refer to the Grace Period and Policy Termination provisions in Sections 10 and 11.

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**1. POLICY SPECIFICATIONS** (continued) – Policy [12 345 678]

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**SCHEDULE OF SUPPLEMENTAL FACE AMOUNTS**

Supplemental Face Amount At Issue	\$[600,000]
Maximum Increasing Supplemental Face Amount	\$[1,050,000]
Maximum Total Supplemental Face Amount	\$[1,650,000]

<b>Effective at Beginning of Policy Year</b>	<b>Supplemental Face Amount Increases</b>	<b>Total Supplemental Face Amount</b>
1	\$0	\$600,000
2	\$50,000	\$650,000
3	\$50,000	\$700,000
4	\$75,000	\$775,000
5	\$75,000	\$850,000
6	\$100,000	\$950,000
7	\$100,000	\$1,050,000
8	\$100,000	\$1,150,000
9	\$150,000	\$1,300,000
10	\$150,000	\$1,450,000
11	\$200,000	\$1,650,000
12 to 86	\$0	\$1,650,000

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**1. POLICY SPECIFICATIONS** (continued) – Policy [12 345 678]

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**OTHER BENEFITS AND SPECIFICATIONS**

[Not Applicable]

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**1. POLICY SPECIFICATIONS** (continued) – Policy [12 345 678]

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**MAXIMUM EXPENSE CHARGES****Deductions from Premium Payments**

**Premium Charge** 6% of each premium paid

**Monthly Deductions:** the following charges are deducted monthly from the Policy Value

<b>Administrative Charge</b>	<u>Policy Years</u>	<u>Dollar amount</u>
	1	\$30.00
	2+	\$10.00
<b>Face Amount Charge</b>	[\$0.1287] per \$1000 of Base Face Amount for the first 10 Policy Years.	
<b>Cost of Insurance Charge</b>	Determined in accordance with Section 14. Maximum monthly rates per \$1,000 are shown in Section 2.	

**Other Charges**

**Surrender Charge** Charge deducted from the Guaranteed Interest Account during the Surrender Charge Period, as shown under the Table of Values in this Section 1. See Sections 5 and 17 for details of when a Surrender Charge applies.

The Surrender Charge will reduce monthly over the Surrender Charge Period until it becomes zero. The table below shows the applicable grading percentage at the beginning of each Policy Year during the Surrender Charge Period (proportionate grading percentages apply for other Policy Months). The amount to which the Surrender Charge is reduced at any time is determined by multiplying the initial amount of Surrender Charge by the percentage that is applicable at that interval during the Surrender Charge Period.

<b>Surrender Charge Period (Policy Year)</b>	<b>Maximum Percentage of Surrender Charge</b>	<b>Surrender Charge Period (Policy Year)</b>	<b>Maximum Percentage of Surrender Charge</b>
1	[100.00]%	7	[40.00]%
2	[90.00]%	8	[30.00]%
3	[80.00]%	9	[20.00]%
4	[70.00]%	10	[10.00]%
5	[60.00]%	11+	[00.00]%
6	[50.00]%		

**Supplementary Benefit Rider Charges** Charges for applicable riders are shown under Supplementary Benefits of this Section 1.

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**1. POLICY SPECIFICATIONS** (continued) – Policy [12 345 678]

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**TABLE OF VALUES**

**Refer to your policy provisions for details on the terms and values shown in this table.**

Minimum Total Face Amount	\$ 100,000
Minimum Base Face Amount	\$ 100,000
Minimum Base Face Amount Decrease	\$ 10,000
No-Lapse Guarantee Period	
Base Face Amount	First 5 Policy Years from Policy Date
Supplemental Face Amount (if elected)	First 2 Policy Years from Policy Date
Guaranteed Interest Account Annual Rate	Not less than 3%
Loan Interest Rate	As defined in Section 16
Maximum Loan Interest Credited Differential	
Policy Years 1-10	1.25%
Policy Years 11+	.25%
Minimum Withdrawal Amount	\$500
Death Benefit Discount Factor	1.0024663
Surrender Charge for the Base Face Amount at Issue	[\$ 8,980.73]
Partial Surrender Charge Decrease Exemption	10%

**2. TABLE OF RATES**— Policy [12 345 678]

**A. RATE TABLE**

Age	Maximum Monthly Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors	Age	Maximum Monthly Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors
35	0.1008	2.5000	79	5.4132	1.0500
36	0.1067	2.5000	80	6.0417	1.0500
37	0.1117	2.5000	81	6.7617	1.0500
38	0.1200	2.5000	82	7.5145	1.0500
39	0.1284	2.5000	83	8.3304	1.0500
40	0.1376	2.5000	84	9.2413	1.0500
41	0.1492	2.4300	85	10.2754	1.0500
42	0.1634	2.3600	86	11.4349	1.0500
43	0.1793	2.2900	87	12.7150	1.0500
44	0.1993	2.2200	88	14.1052	1.0500
45	0.2211	2.1500	89	15.5935	1.0500
46	0.2419	2.0900	90	17.1705	1.0500
47	0.2645	2.0300	91	18.6733	1.0400
48	0.2779	1.9700	92	20.2654	1.0300
49	0.2938	1.9100	93	21.9737	1.0200
50	0.3138	1.8500	94	23.8121	1.0100
51	0.3389	1.7800	95	25.7927	1.0000
52	0.3732	1.7100	96	27.6414	1.0000
53	0.4117	1.6400	97	29.6537	1.0000
54	0.4594	1.5700	98	31.8509	1.0000
55	0.5156	1.5000	99	34.2595	1.0000
56	0.5751	1.4600	100	0	1.0000
57	0.6389	1.4200			
58	0.6917	1.3800			
59	0.7522	1.3400			
60	0.8254	1.3000			
61	0.9162	1.2800			
62	1.0266	1.2600			
63	1.1497	1.2400			
64	1.2789	1.2200			
65	1.4151	1.2000			
66	1.5523	1.1900			
67	1.6897	1.1800			
68	1.8393	1.1700			
69	1.9916	1.1600			
70	2.1732	1.1500			
71	2.3766	1.1300			
72	2.6482	1.1100			
73	2.9318	1.0900			
74	3.2301	1.0700			
75	3.5614	1.0500			
76	3.9235	1.0500			
77	4.3457	1.0500			
78	4.8401	1.0500			

For Age 100 and above, the Maximum Monthly Rate per \$1,000 of Net Amount at Risk is 0 and the Minimum Death Benefit Factor is 1.0000.

Maximum Monthly Rates are the same for the Base Face Amount and the Supplemental Face Amount and will be adjusted for any applicable Additional Ratings that are applied to the Cost of Insurance Rates as shown in section 1.

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### 3. DEFINITIONS

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The term “**Additional Rating**” is an increase in the Cost of Insurance that is applied when a Life Insured does not meet, at a minimum, our underwriting requirements for the standard Risk Classification.

The term “**Age**” means, on any policy anniversary, the age of the person in question at his or her birthday nearest that date.

The term “**Annual Processing Date**” means every 12th Processing Date starting with the Processing Date next after the Policy Date.

The term “**Business Day**” means any day that we are open for business.

The term “**Cash Surrender Value**” equals the Policy Value less the Surrender Charge.

The term “**date**” means a calendar day ending at midnight local time at our Service Office.

The term “**Guaranteed Interest Account**” is that part of the Policy Value which reflects the value you have in our general account.

The term “**in force**” means that the policy has not terminated in accordance with Sections 9, 10, or 11, or surrendered in accordance with Section 17.

The term “**Issue Date**” is the date shown in the Policy Specifications of this policy from which the Suicide and Incontestability provisions are applied.

The term “**Loan Account**” is that part of the Policy Value which reflects amounts transferred from the Guaranteed Interest Account as collateral for a policy loan.

The term “**Minimum Initial Premium**” means the minimum premium needed to put the policy in force when the Issue Date is equal to or before the Policy Date. It is shown in Section 1.

The term “**Net Cash Surrender Value**” equals the Cash Surrender Value less the Policy Debt.

The term “**Net Policy Value**” equals the Policy Value less the value in the Loan Account.

The term “**Net Premium**” is the gross premium paid less any Premium Charge.

The term “**Partial Surrender Charge Decrease Exemption**” is the percentage of the Base Face Amount at Issue as shown in Section 1 in the Table of Values. This percentage is set at issue of the policy. This exemption applies to cumulative decreases in the Base Face Amount of insurance. Once cumulative decreases exceed this exemption, applicable Surrender Charges will apply. The exemption is not applicable to a full surrender of the policy or Net Cash Surrender Value withdrawals.

The term “**Planned Premium**” means the premium that is selected in the application for the policy, which is intended to be paid on a regular modal basis. It is shown in Section 1.

The term “**Policy Date**” is the date from which charges for the first Monthly Deduction are calculated. The Policy Date is shown in Section 1. Policy Years, Policy Months, and Policy Anniversaries are determined from the Policy Date.

The term “**Policy Debt**” as of any date equals (a) plus (b) plus (c), minus (d), where:

- (a) is the total amount of loans borrowed as of such date;
- (b) is the total amount of any unpaid loan interest charges borrowed against the policy on a Policy Anniversary;
- (c) is any interest charges accrued from the last Policy Anniversary to the current date; and
- (d) is the total amount of loan repayments as of such date.

The term “**Policy Value**” is the sum of the values in the Loan Account and the Guaranteed Interest Account.

The term “**Policy Year**” means (a) or (b) below whichever is applicable.

- (a) The first Policy Year is the period beginning on the Policy Date and ending on the Business Day immediately preceding the first Annual Processing Date.
- (b) Each subsequent Policy Year is the period beginning on an Annual Processing Date and ending on the Business Day immediately preceding the next Annual Processing Date

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### **3. DEFINITIONS** (continued)

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The term "**Processing Date**" means the first day of a Policy Month. A Policy Month shall begin on the day in each calendar month that corresponds to the day of the calendar month on which the Policy Date occurred. The Policy Date is not a Processing Date.

The term "**Service Office**" is the office that we designate to service this policy as shown on the back cover of your policy.

The term "**Surrender Charge Period**" is the period beginning on the Policy Date during which we will assess surrender charges. Surrender charges will apply during this period if you surrender the policy, request a decrease in the Base Face Amount which exceeds the Partial Surrender Charge Decrease Exemption, make a withdrawal that reduces the Base Face Amount, or if the policy terminates due to default. The Surrender Charge Period is shown in Section 1.

The term "**Surrender Date**" means the end of the Business Day on which we receive at our Service Office your written request for full surrender of the policy.

The terms "**we**", "**us**", and "**our**" refer only to the Company.

The term "**written request**" is your request to us which must be in a form satisfactory to us, signed and dated by you, and filed at our Service Office or, if permitted by our administrative practices, an electronic mail message ("e-mail") received by us at the internet address specified by us for receipt of such messages.

The terms "**you**" and "**your**" refer only to the Owner of this policy.

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### **4. QUALIFICATION AS LIFE INSURANCE**

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It is intended that this policy comply with Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, so that, notwithstanding any other provisions of the policy to the contrary, it will be considered as life insurance for federal income tax purposes. We reserve the right to make any reasonable adjustments to the terms or conditions of this policy if it becomes necessary to allow it to qualify as life insurance. This provision should not be construed to guarantee that this policy will receive tax treatment as life insurance or that the tax treatment of life insurance will never be changed by the future actions of any tax authority. One of the following tax qualification tests will apply to the policy. The test you elected is shown in Section 1. Your election cannot be changed after issue.

#### **Guideline Premium Test**

Under this test, if at any time the premiums received under the policy exceed the amount allowable for such tax qualification, such excess amount shall be removed from the policy as of the date of its payment, together with interest thereon from such date, and any appropriate adjustment in the Death Benefit shall be made as of such date. This excess amount shall be refunded to you no later than 60 days after the end of the applicable Policy Year. If this excess amount is not refunded by then, the Total Face Amount under the policy shall be increased retroactively so that at no time is the Death Benefit ever less than the amount necessary to ensure or maintain such tax qualification. In no event, however, will we refuse to accept any premium necessary to prevent the policy from terminating but only if such premium payment would result in a zero Policy Value at the end of the Policy Year. In addition, the Minimum Death Benefit, as described in Section 6, must be maintained.

#### **Cash Value Accumulation Test**

Under this test, the Minimum Death Benefit, as described in section 6, must be maintained.

#### **Effect on Life Insurance Qualification Tests**

A change in Death Benefit Option or Total Face Amount, or certain other policy changes, will often change the policy's limits under the Life Insurance Qualification Test that you elected.

We reserve the right to refuse or limit any request for a change if the change would cause the policy to fail to qualify as life insurance for tax purposes.

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## 5. TOTAL FACE AMOUNT

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The Total Face Amount is made up of two components: (i) the Base Face Amount, and (ii) any Supplemental Face Amount. Minimum Base Face Amount and the Minimum Total Face Amount are shown in Section 1. Scheduled increases in any Supplemental Face Amount are elected on the application and if approved, these amounts, when they are to become effective, and the Maximum Increasing Supplemental Face Amount will be shown in Section 1. If you later request to cancel a scheduled increase, or request a decrease in your Supplemental Face Amount, that request will be honored but all scheduled increases for subsequent policy years will cease. You may not increase your Base Face Amount of insurance under this policy.

### Unscheduled Increases in Supplemental Face Amount

After the first Policy Year, while the Life Insured is alive and the policy is in force, unscheduled increases to the Supplemental Face Amount may be requested in writing. We reserve the right to limit the number of such unscheduled increases to one per Policy Year. We also reserve the right to limit the maximum and minimum amounts of unscheduled increases. The increases are subject to our normal underwriting practices, including evidence of insurability. Any increase will be effective on the next Annual Process Date after our approval, at which time we may require a minimum premium payment for the increase. When a requested increase becomes effective, and if required by our then current rules, a change in future Planned Premiums will automatically be effected to comply with those rules. Such increases will not be approved if the Life Insured does not continue to qualify for their same Risk Classification that applied when this policy was issued.

### Reduction of Total Face Amount

You may request a reduction in Total Face Amount any time after the first Policy Year while this policy is in force. The Minimum Total Face Amount Decrease is shown in Section 1. Any reduction in the Total Face Amount will generally be implemented by first reducing any Supplemental Face Amount, although we reserve the right to allow a reduction in Base Face Amount first. If there is a reduction in Base Face Amount, a charge may be deducted from the Policy Value. This charge will be equal to a proportionate part of the Surrender Charge that would have applied if the policy had been surrendered on the date the reduction in Base Face Amount takes effect. The proportion will be equal to the amount of the reduction in Base Face Amount which exceeds the Partial Surrender Charge Decrease Exemption divided by the amount of Base Face Amount in effect immediately before the reduction, less any applicable Partial Surrender Charge Decrease Exemption. This charge will also apply if a withdrawal, as described in Section 17, results in a reduction in Base Face Amount. Without our prior approval, the Base Face Amount cannot be reduced below the minimum as shown in Section 1. Any reduction in Supplemental Face Amount or Base Face Amount will be effective on the next Processing Date after our approval.

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## 6. INSURANCE BENEFIT

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If the Life Insured dies while the policy is in force, we will pay the Insurance Benefit upon receipt of due proof of death of the Life Insured, subject to any applicable provisions of the policy. If the Life Insured dies on or after the date we receive a request from you to surrender the policy, no Insurance Benefit will be paid. We will pay the amount payable under the Surrenders and Withdrawals provision instead.

### Insurance Benefit

The Insurance Benefit payable is:

- (a) the Death Benefit as described below; plus
- (b) any amounts payable under any Supplementary Benefit riders as a result of the Life Insured's death that form part of the policy; less
- (c) any outstanding Policy Debt at the date of death.

If the Life Insured dies during a grace period, the Policy Value used in the calculation of the Death Benefit will be the Policy Value as of the date of the death of the Life Insured, and the Insurance Benefit will be reduced by any outstanding Monthly Deductions due.

### Death Benefit

The Death Benefit will depend on whether Option 1 or Option 2 is in effect on the date of the Life Insured's death.

### Death Benefit Options

Under Option 1, the Death Benefit is equal to the Total Face Amount at the date of death of the Life Insured. Under Option 2, the Death Benefit is equal to the Total Face Amount at the date of death of the Life Insured plus the Policy Value at the date of death of the Life Insured.

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## 6. INSURANCE BENEFIT (continued)

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The Death Benefit after the Life Insured's Attained Age 100 will be as described in Section 13. If any withdrawals are made, the Death Benefit, whether Option 1 or Option 2 is in effect, will be less than it would have been if no withdrawals were made. Withdrawals reduce the Death Benefit by reducing:

- (a) the Total Face Amount if Option 1 is in effect, as specified in Section 17; or
- (b) the Policy Value if Option 2 is in effect.

### Change of Death Benefit Options

You may request in writing to change your Death Benefit Option from Option 2 to Option 1 at any time after the first Policy Year while the policy is in force, subject to the Minimum Base Face Amount shown in Section 1. The change will be effective on the next Processing Date following the date we approve the request, and the Total Face Amount after the change will be equal to the Total Face Amount immediately before the change plus the Policy Value as of the effective date of the change. You may not change your Death Benefit Option from Option 1 to Option 2 at any time.

### Minimum Death Benefit

The sum of the Death Benefit as described above and the benefit payable upon the death of the Life Insured under any Supplementary Benefit riders will never be less than the Minimum Death Benefit. The Minimum Death Benefit is equal to the Minimum Death Benefit Factor for the Age of the Life Insured multiplied by the greater of the Policy Value or the Cash Surrender Value as defined in Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, on the date of the death of the Life Insured. The Minimum Death Benefit Factors are shown in Section 2. However, at no time will the Minimum Death Benefit be less than the amount required to maintain qualification of this policy as a life insurance contract for federal income tax purposes. If you elect the Cash Value Accumulation Test as the life insurance qualification test, we reserve the right to modify the Minimum Death Benefit Factors shown in Section 2, retroactively if necessary, to maintain qualification of this policy as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of this policy to the contrary.

To the extent that the Net Amount at Risk associated with the Minimum Death Benefit that results from this calculation exceeds our guidelines and limitations that may be in effect, we reserve the right to:

- (a) distribute to you a portion of the Policy Value such that the Net Amount at Risk associated with the resulting Minimum Death Benefit does not exceed our guidelines and limitations in effect; or
- (b) if we should decide to accept the additional death benefit, it will be subject to our normal underwriting practices, including evidence of insurability.

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## 7. INTEREST ON PROCEEDS

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We will pay interest on the Insurance Benefit proceeds paid as stipulated by the state. If the state does not specify the interest rate, we will use the rate for insurance benefits left on deposit with us.

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## 8. PREMIUMS

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The Minimum Initial Premium is shown in Section 1. No insurance will take effect under this policy until our underwriters approve issuance of this policy and the conditions specified in the application form have been satisfied, including receipt of at least the Minimum Initial Premium at our Service Office.

Subsequent premiums can be paid at any time at our Service Office, and in any amount subject to the limits described below. On request, we will give you a receipt signed by one of our officers.

If coverage under the policy takes effect in accordance with the provisions of the application, we will process any premium payment as of the end of the Business Day the payment is received at our Service Office, subject to the limitations of the life insurance qualification test elected by you and to our maximum limits then in effect, unless one of the following exceptions applies.

- (i) We will process a payment received prior to the Policy Date as if received on the Policy Date.
- (ii) We will process the portion of any premium payment for which we require evidence of the Life Insured's continued insurability on the first Business Day after we have received such evidence and found it satisfactory to us.
- (iii) If our receipt of any premium payment (or portion thereof) would cause the policy not to qualify as a "life insurance contract" under the federal income tax laws, we will not process such payment or portion. However, in the case of certain other tax situations, we will process the payment (or portion thereof) on the first Business Day after we have received satisfactory written instructions from you.

You may pay premiums until the Life Insured reaches Age 100, at which time Monthly Deductions cease and no further premiums may then be paid as described in Section 13.

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## **8. PREMIUMS** (continued)

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If any premium payment would result in the Minimum Death Benefit exceeding the Total Face Amount, we reserve the right to either refund the premium or to require additional underwriting, including evidence of insurability, for any increase in the Minimum Death Benefit.

### **Continuation of Insurance Upon Discontinuance of Premium Payments**

If you discontinue paying premiums, we will continue taking the Monthly Deductions from the Policy Value. Your insurance coverage will continue subject to the No-Lapse Guarantee, Grace Period, and Policy Termination provisions in Sections 9, 10, and 11.

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## **9. NO-LAPSE GUARANTEE**

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Your policy includes a No-Lapse Guarantee. The guarantee periods applicable to the Base Face Amount and to any Supplemental Face Amount are shown in the Table of Values in Section 1. During your No-Lapse Guarantee Period, if the Net Cash Surrender Value falls to zero or below, your policy will not go into default provided it satisfies the cumulative premium test. However, this benefit will not prevent your policy from going into default if the Policy Debt is greater than zero and exceeds the Policy Value.

### **Cumulative Premium Test**

The test will be performed on any Processing Date that your policy would otherwise be in default in the absence of the No-Lapse Guarantee. Your policy will satisfy the test if the sum of the premiums received, less any Policy Debt, and less any withdrawals, taken on or before the date of the test, is equal to or greater than the sum of the monthly No-Lapse Guarantee Premiums due from the Policy Date to the date of the test. The test will exclude any period during which the Life Insured was totally disabled if the Total Disability Waiver Of Monthly Deductions Rider Supplementary Benefit is included in the policy. The No-Lapse Guarantee Premium is shown as an annualized amount in the Table of Values in Section 1.

The No-Lapse Guarantee Premium may change if any of the following changes occur under your policy:

- (a) a Supplementary Benefit rider is added, terminated, or changed (including any change in its cost or the expiration thereof);
- (b) the Death Benefit Option is changed;
- (c) there is a change in the Base Face Amount or the Supplemental Face Amount; or
- (d) there is a change in the Life Insured's Risk Classification, or if applicable, Additional Rating.

We will inform you of any change to the No-Lapse Guarantee Premium resulting from any such change. The revised No-Lapse Guarantee premium will be effective from the date of the change. For the purpose of performing the Cumulative Premium Test, we will use the No-Lapse Guarantee Premium in effect as of the Policy Date up to the date of the change, including any revised premium in effect as of the date of a prior change.

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## **10. GRACE PERIOD**

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### **Default**

Subject to the No-Lapse Guarantee feature of the policy, the policy and any Supplementary Benefit riders will go into default if, at the beginning of any Policy Month, the Net Cash Surrender Value is less than or equal to zero after we take the Monthly Deduction that is due for that month.

### **Grace Period Duration**

We will allow 61 days from the date the policy goes into default, for you to pay the amount that is required to bring the policy out of default. At least 30 days prior to termination of coverage, we will send notice to your last known address, specifying the amount you must pay to bring the policy out of default. If we have notice of a policy assignment on file at our Service Office, we will also mail a copy of the notice of the amount due to the assignee on record.

### **Default Payment**

The amount required to bring the policy out of default, referred to as the Default Payment, is equal to (a) plus (b) plus (c) where:

- (a) is the amount necessary to bring the Net Cash Surrender Value to zero if it is less than zero, at the date of default;
- (b) is an amount equal to 3 times the Monthly Deduction due on the date of default;
- (c) is the applicable Premium Charge.

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## **10. GRACE PERIOD (continued)**

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When payment is received, any expense charges which are past due and unpaid will be immediately deducted from the Net Policy Value. If the Default Payment has not been paid by the end of the grace period, the policy will terminate. Upon termination of the policy, the remaining Net Cash Surrender Value, if any, will be paid to the Owner. If the Life Insured dies during the grace period, then we will deduct from the Insurance Benefit proceeds all Monthly Deductions due and unpaid as of the date of the Life Insured's death. No Insurance Benefit under the policy or any Supplementary Benefit riders will be in effect after the policy terminates.

### **No-Lapse Guarantee**

If the policy is in the No-Lapse Guarantee Period, and the Cumulative Premium Test has been met, then one of the following will apply.

- During the first 2 Policy Years, the Base Face Amount, any Supplemental Face Amount, and any Supplementary Benefit riders will remain in effect.
- For the remainder of the No-Lapse Guarantee Period, if any, (see Section 1 for the duration of the No-Lapse Guarantee Period), the Base Face Amount will remain in effect, but any Supplemental Face Amount and any Supplementary Benefit riders (unless otherwise stated therein) will be subject to termination. The amount required to maintain any Supplemental Face Amount and any applicable Supplementary Benefit riders is equal to the Default Payment specified above. If a payment at least equal to the Default Payment is not received by the end of the grace period, then any Supplemental Face Amount, and any Supplementary Benefit riders (unless otherwise stated therein), will cease to be in effect and will be terminated from the policy.

### **Failure to Meet Cumulative Premium Test**

If the policy is in the No-Lapse Guarantee Period, and the Cumulative Premium Test has not been met, then the Base Face Amount, any Supplemental Face Amount, and any Supplementary Benefit riders will go into default, as described above. The Grace Period Duration and Default Payment provisions described above will apply. In lieu of the Default Payment, however, you may pay the shortfall needed to meet the Cumulative Premium Test, in which case one of the following will apply.

- During the first 2 Policy Years, the Base Face Amount, any Supplemental Face Amount, and any Supplementary Benefit riders will remain in effect.
- For the remainder of the No-Lapse Guarantee Period, if any, the Base Face Amount will remain in effect, but any Supplemental Face Amount and any Supplementary Benefit riders (unless otherwise stated therein) will terminate as of the end of the Grace Period.

The shortfall will be equal to the amount necessary to satisfy the Cumulative Premium Test as of the date of default, plus the No-Lapse Guarantee Premium for the next three Policy Months.

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## **11. POLICY TERMINATION**

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This policy terminates on the earliest of the following events:

- (a) the end of the grace period for which we have not received the amount necessary to bring the policy out of default;
- (b) surrender of the policy for its Net Cash Surrender Value; or
- (c) the death of the Life Insured.

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## **12. REINSTATEMENT**

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If the policy terminates at the end of a grace period in which you did not make a required payment, the policy may be reinstated within 3 years from the date of default. The policy cannot be reinstated if it has been surrendered for its Net Cash Surrender Value.

The requirements for reinstatement are as follows:

- (1) we must receive written request for reinstatement;
- (2) reinstatement is subject to our normal underwriting practices, including evidence of insurability for the Life Insured and for any insureds covered under any Supplementary Benefit rider that you wish to reinstate;
- (3) we must receive at our Service Office a premium equal to the amount that was required to bring the policy out of default immediately prior to termination, plus the amount needed to keep the policy in force for the next 3 Policy Months.

Requirements (2) and (3) must be satisfied within 60 days after the date we receive written request for reinstatement.

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## **12. REINSTATEMENT** (continued)

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If we approve your request,

- (a) the reinstatement date will be the date we receive the required payment at our Service Office;
- (b) the Base Face Amount and any Supplemental Face Amount will be reinstated to the same amounts as they were on the date the policy terminated;
- (c) any Surrender Charge will be reinstated to the amount it was at the date of default
- (d) the remaining Surrender Charge Period, if any, will be the same as on the date of default;
- (e) the Policy Value on the date of reinstatement, prior to the crediting of any Net Premium paid on the reinstatement, will be equal to the Policy Value on the date the policy terminated.

If a Schedule of Supplemental Face Amounts is shown in Section 1 which includes increases that would have otherwise become effective except for this policy having been terminated after being in default, such increases in Supplemental Face Amount will be effective on the next Annual Processing Date after the reinstatement date.

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## **13. COVERAGE AT AND AFTER AGE 100**

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Provided the policy is in force at and after the Life Insured's Age 100, we will continue the policy subject to the stipulations stated below.

### **At and After Age 100**

We will not accept any further premium payments and we will cease to take Monthly Deductions for charges listed in Section 1.

We will continue to credit interest monthly to the Policy Value.

Loan interest will continue to be charged if there is an outstanding loan. Loan repayments will be accepted.

The policy will go into default at any time the Policy Debt exceeds the Policy Value, and Section 10, Grace Period, and Section 16, Loans, will apply.

### **At and After Age 121**

Stipulations stated above for At and After Age 100 will continue to apply, in addition to the further stipulations stated below.

Any Supplemental Face Amount will be terminated, thereby reducing the Death Benefit by such amount. Apart from this change, the Death Benefit will be determined in the same respect as specified in Section 6.

New loans will not be allowed.

Withdrawals will not be allowed.

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## **14. POLICY VALUE**

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### **Net Premiums Added**

When we receive your premium payments at our Service Office, we deduct a Premium Charge which will not exceed the amount shown in Section 1 and add the balance remaining (the Net Premium) to the Guaranteed Interest Account. We will do this before we take any deductions due on that Business Day. However, we will add any Net Premiums received before the Policy Date to your Guaranteed Interest Account as of the Policy Date.

While a loan exists, we will treat the amounts you pay as premiums unless you request in writing that they be treated as loan repayments. If you instruct us in writing to do so, we will first deduct from such payments the amount of accrued interest on loans and then deduct the amount specified as a loan repayment before applying any balance remaining as a premium payment.

### **Monthly Deductions**

A deduction is due and will be taken from the Guaranteed Interest Account as of the Policy Date and as of each applicable subsequent Processing Date. Monthly Deductions are calculated from the Policy Date. If, at your request, we set the Policy Date to a date which precedes the date on which we receive the initial premium, Monthly Deductions due for the period prior to receipt of the initial premium will be taken on the later of the date we receive the initial premium and the date our underwriters approve issuance of this policy. Monthly Deductions are due until the Policy Anniversary on which the Life Insured reaches Age 100 at which time we will cease to take any further Monthly Deductions as described in Section 13.

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**14. POLICY VALUE** (continued)

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The Monthly Deduction for any Policy Month that will be deducted from the Guaranteed Interest Account consists of charges (a) through (d) listed below, where:

- (a) is the Administrative Charge;
- (b) is the Face Amount Charge, if any;
- (c) is the sum of the charges for riders which are part of the policy, if any, provided such charges are deducted from the Guaranteed Interest Account; and
- (d) is the Cost of Insurance Charge, as described below.

**Cost of Insurance Charge**

The rates for the Cost of Insurance Charge, as of the Policy Date and subsequently for each increase in Total Face Amount, are based on the Life Insured's sex, if applicable, Age, Risk Classification, and duration that the coverage has been in force.

The Cost of Insurance Charge for a specific Policy Month is the charge for the Net Amount at Risk, including any Additional Ratings and any Supplementary Benefit riders which are part of the policy. The charge for the Net Amount at Risk is an amount equal to the per dollar cost of insurance rate for that month multiplied by the Net Amount at Risk, and will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Monthly Rates at any Age are shown in Section 2 as a rate per \$1,000 of Net Amount at Risk. To get the maximum rate per dollar, the rate shown must be divided by 1,000. Each Cost of Insurance Charge is deducted in advance of the applicable insurance coverage for which we are at risk.

The Cost of Insurance calculation will reflect any adjustment for the Minimum Death Benefit.

We review our Cost of Insurance rates from time to time, and may re-determine Cost of Insurance rates at that time on a basis that does not discriminate unfairly within any class of life insureds.

**Net Amount at Risk**

The Net Amount at Risk is the amount determined by subtracting (a) from the greater of (b) or (c) where:

- (a) is the Policy Value at the end of the immediately preceding Business Day less all charges due on the Policy Date or subsequent Processing Date;
- (b) is the Total Face Amount plus the death benefit payable under any Supplementary Benefit riders where charges are deducted from the Policy Value and are based on the Net Amount at Risk, divided by the Death Benefit Discount Factor shown in Section 1, plus the Policy Value for policies electing Death Benefit Option 2; and
- (c) is the amount defined in (a) multiplied by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in Section 2.

**Other Deductions**

We will deduct a Surrender Charge, as detailed in Section 17, if during the Surrender Charge Period:

- (a) you surrender this policy for its Net Cash Surrender Value;
- (b) the Base Face Amount decreases;
- (c) you do not pay an amount due at the end of the Grace Period as described in Section 10, and your policy terminates.

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**15. LOAN ACCOUNT AND GUARANTEED INTEREST ACCOUNT**

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The Policy Value at any time is equal to the sum of values you have in the Loan Account and the Guaranteed Interest Account.

**Loan Account Value**

The amount you have in the Loan Account at any time equals:

- (a) amounts transferred to it for loans or borrowed loan interest; plus
- (b) interest credited to it; less
- (c) amounts transferred from it for loan repayment.

For details regarding the Loan Account, see Section 16.

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## 15. LOAN ACCOUNT AND GUARANTEED INTEREST ACCOUNT (continued)

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### Guaranteed Interest Account Value

The amount you have in the Guaranteed Interest Account at any time equals:

- (a) Net Premiums allocated to it; plus
- (b) amounts transferred to it for loan repayments; plus
- (c) interest credited to it; less
- (d) amounts deducted from it; less
- (e) amounts transferred from it for loans; less
- (f) amounts withdrawn from it.

We will determine the rate or rates of interest to be credited to the Guaranteed Interest Account. Interest will be credited no less frequently than annually. Interest is nonforfeitable after crediting. The rate or rates of interest will be determined prospectively and will be based on our expectations for the Guaranteed Interest Account's future investment earnings, persistency, mortality, expense and reinsurance costs and future tax, reserve, and capital requirements, but in no event will the minimum credited interest be less than the Guaranteed Interest Account Annual Rate shown in Section 1. The rate or rates of interest will be determined on a uniform basis for life insureds with the same timing and amount of premium, same amount of Policy Debt, and whose policies have been in force for the same length of time. For all transactions, interest is calculated from the date of the transaction.

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## 16. LOANS

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At any time while this policy is in force and there is Available Loan Value, you can get a loan by written request. We may require a loan agreement from you as the policy is the only security for the loan. We may defer loans as provided by law or as provided in Section 24. Loans may not be made if the policy is in the Grace Period as described in Section 10.

### Available Loan Value

The Available Loan Value on any date is the Net Cash Surrender Value, less estimated loan interest and the Monthly Deductions due to the next Policy Anniversary. In no event, however, will the Available Loan Value be less than 90% of the Net Cash Surrender Value. Values will be determined, subject to Section 24, as of the end of the Business Day on which the loan application is received at our Service Office.

### Loan Account

When you take out a loan, or when loan charges are borrowed, we will transfer amounts from the Guaranteed Interest Account into the Loan Account. Amounts we transfer into the Loan Account cover the loan principal.

Interest is credited to the Loan Account and interest is also charged on the Policy Debt, as described in the Loan Interest Charged and Loan Interest Credited provisions.

### Loan Interest Charged

The loan interest rate is variable. It will be set each year at your Policy Anniversary and it will not change during the year.

The loan interest rate charged will not exceed the greater of (a) and (b), where:

- (a) is the Guaranteed Interest Account Rate shown in Section 1 plus 1% per annum; and
- (b) is the Moody's Corporate Bond Yield Average-Monthly Average Corporates for the calendar month ending two months before the beginning of the month in which your Policy Anniversary falls. For example, if your Policy Anniversary is in April; we would use the Average for January.

If the maximum is at least one-half of one percent smaller than the rate we have set for the previous Policy Year, we will reduce the rate to a rate no more than that maximum. If the maximum is at least one-half of one percent greater than the rate we have set for the previous Policy Year, we will increase the rate to a rate no more than that maximum.

Moody's Corporate Bond Yield Average-Monthly Average Corporates referred to above is published in the United States by Moody's Investors Service, Inc. In the event it is no longer published, we will use a similar average published by another United States bond rating agency.

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## **16. LOANS** (continued)

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Interest will accrue daily on loans. Loan interest will be payable on each Annual Processing Date and on the date the loan is settled. Accrued interest may be paid at any time at the equivalent effective rate. In the event that you do not pay the loan interest charged in any Policy Year, it will be borrowed against the policy and added to the Policy Debt in arrears at the Policy Anniversary.

We will increase the Loan Interest Rate at any time we determine that the rate being charged could cause a loan to be taxable under any applicable ruling, regulation, or court decision. In such case, we will increase the Loan Interest Rate to an amount that we determine would result in the transaction being treated as a loan under federal tax law.

Loan interest will continue to be charged, as described in Section 13, when Monthly Deductions and premium payments cease at the Life Insured's Age 100.

### **Loan Interest Credited**

Loan interest will accrue daily to amounts in the Loan Account. The effective loan interest rate credited is the difference between the effective loan interest rate charged and the Loan Interest Credited Differential. The difference, in terms of dollars, is the cost of keeping a loan. The differential will not exceed the Maximum Loan Interest Credited Differential shown in Section 1.

### **Loan Repayment**

You may repay the Policy Debt in whole or in part at any time prior to the death of the Life Insured and while the policy is in force. When you make a loan payment or repay a loan, we will transfer an amount equal to the amount received, less the loan interest charges specified above, from the Loan Account to the Guaranteed Interest Account.

Subject to any rider, endorsement, or other provisions, while a loan exists, we will treat any amounts you pay as premiums, unless you request in writing that they be treated as loan repayments.

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## **17. SURRENDERS AND WITHDRAWALS**

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### **Surrender of the Policy**

You may surrender this policy upon written request for its Net Cash Surrender Value at any date prior to the death of the Life Insured. We will determine the Net Cash Surrender Value on the Surrender Date. We will process the request and pay the Net Cash Surrender Value only if we have not received due proof that the Life Insured died prior to the Surrender Date. After we receive your written request to surrender the policy, no insurance will be in force. If you surrender the policy during the Surrender Charge Period, we will deduct a Surrender Charge from your Policy Value in calculating the Net Cash Surrender Value. The Surrender Charge and Surrender Charge Period are shown in Section 1.

### **Withdrawals**

Once per Policy Month after the first Policy Anniversary, you may request a withdrawal of part of the Net Cash Surrender Value if available. Withdrawals are subject to the following conditions:

- (a) without our approval, each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
- (b) after the withdrawal, the remaining Net Cash Surrender Value must be at least equal to 3 times the Monthly Deductions at the time of the withdrawal;
- (c) we will process the withdrawal, thereby reducing the Policy Value, as of the end of the Business Day on which we receive your written request;
- (d) we will deduct a pro-rata Surrender Charge if the withdrawal occurs during the Surrender Charge Period, and the withdrawal results in a reduction in Base Face Amount;
- (e) we will reduce the amount of the withdrawal if the amount is not sufficient to pay the withdrawal and any pro-rata Surrender Charge; and
- (f) we will reduce the amount of the withdrawal if it would otherwise cause the Base Face Amount to fall below the Minimum Base Face Amount shown in Section 1.

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## **17. SURRENDERS AND WITHDRAWALS** (continued)

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If Death Benefit Option 1 is in effect at the time of the withdrawal, the Total Face Amount of the policy will be reduced:

- (a) by the amount of the withdrawal, if at the time of the withdrawal the Death Benefit equals the Total Face Amount; otherwise
- (b) by the amount, if any, by which the withdrawal (including any applicable pro-rata surrender charge) exceeds the difference between the Minimum Death Benefit and the Total Face Amount, divided by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in the Table of Rates in Section 2.

Withdrawals will reduce the Supplemental Face Amount first, and then the Base Face Amount. We reserve the right to allow a reduction in Base Face Amount prior to fully reducing the Supplemental Face Amount. If the Death Benefit on any given day is equal to the Policy Value times the applicable Minimum Death Benefit Factor, withdrawals on such day will reduce the Death Benefit by the amount withdrawn times the applicable Minimum Death Benefit Factor until the Death Benefit is equal to the Total Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 13, subject to these provisions.

If Death Benefit Option 2 is in effect, an amount equal to any withdrawal will be deducted from the Policy Value. Withdrawals will not affect the Total Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 13.

---

## **18. OWNER AND BENEFICIARY**

---

Until the Life Insured's death, with the written consent of any irrevocable beneficiaries, you can receive any amount payable under the policy and exercise all rights and privileges granted by the policy.

### **Change of Owner**

Until the Life Insured's death, you can change the ownership of the policy by written request. The change will take effect as of the date you signed the written request. It will not apply to any payments we made or any action we may have taken before we received your written request at our Service Office.

### **Trustee Owner**

Should the owner be a trustee, payment to the trustee(s) of any amount to which the trustee(s) is (are) entitled under the policy, either by death or otherwise, will fully discharge us from all liability under the policy to the extent of the amount so paid.

### **Joint Ownership**

Two or more owners will own the policy as joint tenants with right of survivorship, unless otherwise requested on the application or in any subsequent assignment of the policy. On death of any of the owners, the deceased owner's interest in the policy passes to the surviving owner(s).

### **Successor Owner**

If an owner dies prior to the death of the Life Insured, a named successor owner will, if then living, have all the owner's rights and interest in the policy. The owner, with the consent of any irrevocable beneficiary, can cancel or change the designation of successor owner prior to the death of the Life Insured by agreement in writing with us.

The following four provisions will apply unless there is a beneficiary designation in force that provides otherwise.

### **Beneficiary Classification**

You can appoint beneficiaries for the Insurance Benefit in three classes: primary, secondary, and final. Beneficiaries in the same class will share equally in the Insurance Benefit payable to them.

### **Payment To Beneficiaries**

We will pay the Insurance Benefit:

- (a) to any primary beneficiaries who are alive when the Life Insured dies; or
- (b) if no primary beneficiary is then alive, to any secondary beneficiaries who are then alive; or
- (c) if no primary or secondary beneficiary is then alive, to any final beneficiaries who are then alive.

---

**18. OWNER AND BENEFICIARY** (continued)

---

**Change Of Beneficiary**

Until the Life Insured's death, you can change the beneficiary by written request unless you make an irrevocable designation. We are not responsible if the change does not achieve your purpose. The change will take effect as of the date you signed such request. It will not apply to any payments we made or any action we may have taken before we received your written request.

**Death Of Beneficiary**

If no beneficiary is alive when the Life Insured dies, the Insurance Benefit will be payable to you; or if you are the Life Insured, to your estate. Unless otherwise provided, if a beneficiary dies before the seventh day after the death of the Life Insured, we will pay the Insurance Benefit as if the beneficiary had died before the Life Insured.

---

**19. ASSIGNMENT**

---

Your interest in this policy may be assigned with the written consent of any irrevocable beneficiary. Your interest, any interest of the Life Insured and of any revocable beneficiary shall be subject to the terms of the assignment, but such assignment shall not affect the interest of any irrevocable beneficiary.

We will not be on notice of any assignment unless it is in writing, nor will we be on notice until a duplicate of the original assignment has been filed at our Service Office. We assume no responsibility for the validity or sufficiency of any assignment.

---

**20. MISSTATEMENTS**

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If the age or sex of the Life Insured was misstated in the application, we will, if necessary, change the Base Face Amount, any Supplemental Face Amount, and every other benefit to that which would have been purchased at the correct age or sex by the most recent Cost of Insurance Charge.

---

**21. SUICIDE**

---

If the Life Insured commits suicide, while sane or insane, within 2 years from the Issue Date, the policy will terminate on the date of such suicide and we will pay (in place of all other benefits, if any) an amount equal to the premiums paid less the amount of any Policy Debt on the date of death and less any withdrawals.

If the Life Insured commits suicide, while sane or insane, after 2 years from the Issue Date and within 2 years from

- (a) the date we approve a schedule of increasing Supplemental Face Amount;
- (b) the effective date of any unscheduled increase in Supplemental Face Amount; or
- (c) the date of an increase in Death Benefit resulting from any payment of premium we are authorized to refuse under Section 4;

the benefits payable under the policy will not include the amount of such Death Benefit increase but will include the amount of premium that pertains to the increase.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

---

**22. INCONTESTABILITY**

---

This policy shall be incontestable after it has been in force during the lifetime of the Life Insured for two years from the Issue Date, except for fraud or policy termination, or any provision for reinstatement or policy change requiring evidence of insurability.

In the case of reinstatement or any policy change requiring evidence of insurability, the contestable period shall be two years from the effective date of such reinstatement or policy change. For a policy change involving the approval of a schedule of increasing Supplemental Face Amount, the contestable period shall be two years from the date we approve such schedule.

Any premium payment which we accept subject to insurability, and any increase in the Death Benefit resulting from such payment, shall be considered a policy change for purposes of this Section.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

---

## **23. THE CONTRACT**

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The written application for the policy is attached at issue. The entire contract between the applicant and us consists of the policy, such application, and any riders and endorsements. However, additional written requests or applications for policy changes or acceptance of excess payment may be submitted to us after issue and such additional requests may become part of the policy. All statements made in any application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the Life Insured to defend a claim under the policy unless it is in a written application.

An exchange of this policy for a new policy on a different plan may be made by agreement between you and us in accordance with our published rules in effect at that time.

We reserve the right to make any changes necessary in order to keep this policy in compliance with any changes in federal or state tax laws. Other changes in this policy may be made by agreement between you and us. Only the President, Vice President, the Secretary, or an Assistant Secretary of the Company has authority to waive or agree to change in any respect any of the conditions or provisions of the policy, or to extend credit or to make an agreement for us.

---

## **24. RIGHT TO POSTPONE PAYMENT OF BENEFITS**

---

We reserve the right to postpone the payment of Net Cash Surrender Value, withdrawals, and policy loans, for up to six months after we receive such written request, except when required to make a premium payment.

---

## **25. CLAIMS OF CREDITORS**

---

The proceeds and any income payments under the policy will be exempt from the claims of creditors to the extent permitted by law. These proceeds and payments may not be assigned or withdrawn before becoming payable without our agreement.

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## **26. REPORTS TO OWNER**

---

Within 30 days after each Policy Anniversary, we will send you a report at no charge showing:

- (a) the Death Benefit;
- (b) the Policy Value;
- (c) the current amount in the Guaranteed Interest Account;
- (d) any Loan Account balance and loan interest charged since the last report;
- (e) the premiums paid for the year; and
- (f) any further information required by law.

Upon request, we will provide you with a report of projected future values. We will provide one report annually without charge. For additional reports you request, we reserve the right to charge a reasonable fee, not to exceed \$50.

---

## **27. HOW VALUES ARE COMPUTED**

---

We provide Cash Surrender Values that are at least equal to those required by law. We base minimum Cash Surrender Values on the 2001 Commissioners Standard Ordinary Sex Distinct Age-Nearest-Birthday Composite Ultimate Mortality Tables with substandard ratings as applicable. However, if this policy is issued on a unisex basis, we base minimum Net Cash Surrender Values on the Commissioners 2001 Standard Ordinary 80% Male and 20% Female Mortality Table, with substandard ratings as applicable. We also use these tables in determining Guaranteed Maximum Cost of Insurance Charges. Reserves will be at least as great as the minimum required by law.

A detailed statement of the method of computing the values of this policy has been filed with the insurance department of the state shown in Section 1.

Communications about this policy may be sent to the Company's Service Office, which is currently at [200 Bloor Street East, Toronto, Ontario M4W 1E5. Our toll-free number is 1-800-387-2747].

Flexible Premium Adjustable Life Insurance policy  
Death Benefit payable at death of Life Insured  
Not eligible for dividends  
Benefits, Premiums, and the Risk Classification are shown in Section 1.



Life Insurance Company (U.S.A.)  
A Stock Company

---

**SUPPLEMENTARY BENEFIT**  
**CASH VALUE ENHANCEMENT RIDER**

---

This rider is part of the policy to which it is attached. It takes effect at the same time as your policy on the Policy Date, provided that Death Benefit Option 1 is in effect under the policy on that date. Should any provisions in the policy conflict with this rider, the provisions of this rider will prevail.

The Life Insured for this benefit is the same person who is the Life Insured under your policy, as shown in the Policy Specifications page for this rider. If this rider is attached to a survivorship policy, the Lives Insured for this benefit will be the same persons who are the Lives Insured under your policy, as shown in the Policy Specifications page for this rider.

**BENEFIT**

We agree, subject to the terms and conditions of this rider and the policy, to pay a Cash Value Enhancement benefit that is added to the Cash Surrender Value that would otherwise be paid under the policy. The sum of these amounts is reduced by any Policy Debt to arrive at the benefit amount that is payable should you surrender the policy before the end of the [fifth] Policy Year. The Cash Value Enhancement benefit described in the Benefit Amount provision below will be paid if all the following conditions are met:

- 1) your written request for a full surrender of the policy is received at our Service Office prior to the death of the Life Insured (or if this rider is attached to a survivorship policy, prior to the death of the Surviving Life Insured); and
- 2) such surrender is not the result of a policy replacement or exchange, including those under Section 1035 of the Internal Revenue Code; and
- 3) this rider has not terminated under the Termination provision below.

**BENEFIT AMOUNT**

The Cash Value Enhancement benefit is an amount equal to the lesser of "a" and "b" where:

a = the amount, if any, by which the premiums paid to date multiplied by Percentage X exceed the Cash Surrender Value;

b = the sum of i) and ii) where:

- i) is Percentage Y multiplied by the amount, if any, by which the premiums paid to date exceed the Cash Value Enhancement Factor
- ii) is the lesser of the Surrender Charge and the Policy Value ;

The Cash Value Enhancement Factor, Percentage X, and Percentage Y are each shown in the Policy Specifications page for this rider. We reserve the right to reduce Percentage X and/or Percentage Y to as low as zero, but not until at least 30 days after we have sent you revised Policy Specifications page for this rider that shows the reduced values. Any such reduced schedule will apply uniformly to all members of the same classification. However, the sum of the Cash Value Enhancement benefit and the Cash Surrender Value will never be less than the Policy Value.

As referred to in this rider, premiums paid to date are considered to be net of any withdrawals but not reduced by any associated withdrawal fees or pro-rata surrender charges.

### **EFFECT ON MINIMUM DEATH BENEFIT**

While this rider is in effect, the Minimum Death Benefit under the policy is equal to the Minimum Death Benefit Factor for the Age of the Life Insured (or of the Surviving Life Insured, if applicable) multiplied by the greater of (i) the Cash Value Enhancement Benefit plus the Cash Surrender Value unreduced for any Policy Debt, (ii) the Policy Value or (iii) the Cash Surrender Value as defined in Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, on the date of death of the Life Insured (or the date of death of the Surviving Life Insured if this rider is attached to a survivorship policy). The Insurance Benefit payable is reduced by any Policy Debt as specified in Section 6 of the policy.

### **EFFECT ON WITHDRAWALS AND LOAN VALUE**

Neither the amount available for withdrawal nor the available loan value of the policy will in any way be increased due to the Cash Value Enhancement benefit provided by this rider.

### **RIGHT TO POSTPONE PAYMENT OF BENEFIT**

We reserve the right to postpone the payment of any Cash Value Enhancement benefit for up to six months after we receive your written request for a full surrender of the policy in the same manner that we may postpone the payment of any Net Cash Surrender Value under the policy.

### **CASH VALUE ENHANCEMENT RIDER CHARGE**

There is a one-time charge of [\$500.00] for this rider, which is deducted from the Policy Value at issue.

### **TERMINATION**

This rider will terminate without value, on the earliest of:

- (a) the end of the [fifth] Policy Year;
- (b) the termination of the policy in accordance with the Grace Period provision;
- (c) the death of the Life Insured (or Surviving Life Insured if this rider is attached to a survivorship policy); or
- (d) the next monthly Processing Date following our receipt of your written request to terminate this rider.

This rider cannot be reinstated after it terminates.

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**

[  ]  
The signature is written in black ink over the word "SPECIMEN" which is printed in a large, outlined font. Below the word "SPECIMEN" is the word "President" in a smaller font. The signature is enclosed in large square brackets.

---

**1. POLICY SPECIFICATIONS (CONTINUED) - POLICY 12 345 674**

---

**SUPPLEMENTARY BENEFITS**

BENEFIT	<b>CASH VALUE ENHANCEMENT RIDER</b>
[LIFE INSURED]	[JOHN J. DOE]
[LIVES INSURED]	[JOHN J. DOE] [JANE G. DOE]

<u>POLICY YEAR</u>	<u>PERCENTAGE X</u>	<u>PERCENTAGE Y</u>	<u>CASH VALUE ENHANCEMENT FACTOR</u>
1	100%	18%	\$3,759.60
2	100%	13%	\$7,519.20
3	100%	8%	\$11,278.80
4	100%	5%	\$15,038.40
5	100%	2%	\$18,798.00



Life Insurance Company (U.S.A.)  
A Stock Company

---

**SUPPLEMENTARY BENEFIT**  
**ENHANCED SURRENDER VALUE RIDER**

---

This rider is part of the policy to which it is attached. It takes effect at the same time as your policy on the Policy Date, provided that Death Benefit Option 1 is in effect under the policy on that date. Should any provisions in the policy conflict with this rider, the provisions of this rider will prevail.

The Life Insured for this benefit is the same person who is the Life Insured under your policy, as shown in the Policy Specifications page for this rider. If this rider is attached to a survivorship policy, the Lives Insured for this benefit will be the same persons who are the Lives Insured under your policy, as shown in the Policy Specifications page for this rider.

**BENEFIT**

We agree, subject to the terms and conditions of this rider and the policy, to pay an Enhanced Surrender Value benefit that is added to the Cash Surrender Value that would otherwise be paid under the policy. The sum of these amounts is reduced by any Policy Debt to arrive at the benefit amount that is payable should you surrender the policy before the end of the [fifth] Policy Year. The Enhanced Surrender Value benefit described in the Benefit Amount provision below will be paid if all the following conditions are met:

- 1) your written request for a full surrender of the policy is received at our Service Office prior to the death of the Life Insured (or if this rider is attached to a survivorship policy, prior to the death of the Surviving Life Insured); and
- 2) such surrender is not the result of a policy replacement or exchange, including those under Section 1035 of the Internal Revenue Code; and
- 3) this rider has not terminated under the Termination provision below.

**BENEFIT AMOUNT**

The Enhanced Surrender Value benefit is an amount equal to the lesser of "a" and "b" where:

a = the amount, if any, by which the premiums paid to date multiplied by Percentage X exceed the Cash Surrender Value;

b = the sum of i) and ii) where:

- i) is Percentage Y multiplied by the amount, if any, by which the premiums paid to date exceed the Enhanced Surrender Value Factor
- ii) is the lesser of the Surrender Charge and the Policy Value ;

The Enhanced Surrender Value Factor, Percentage X, and Percentage Y are each shown in the Policy Specifications page for this rider. We reserve the right to reduce Percentage X and/or Percentage Y to as low as zero, but not until at least 30 days after we have sent you revised Policy Specifications page for this rider that shows the reduced values. Any such reduced schedule will apply uniformly to all members of the same classification. However, the sum of the Enhanced Surrender Value benefit and the Cash Surrender Value will never be less than the Policy Value.

As referred to in this rider, premiums paid to date are considered to be net of any withdrawals but not reduced by any associated withdrawal fees or pro-rata surrender charges.

### **EFFECT ON MINIMUM DEATH BENEFIT**

While this rider is in effect, the Minimum Death Benefit under the policy is equal to the Minimum Death Benefit Factor for the Age of the Life Insured (or of the Surviving Life Insured, if applicable) multiplied by the greater of (i) the Enhanced Surrender Value Benefit plus the Cash Surrender Value unreduced for any Policy Debt, (ii) the Policy Value or (iii) the Cash Surrender Value as defined in Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, on the date of death of the Life Insured (or the date of death of the Surviving Life Insured if this rider is attached to a survivorship policy). The Insurance Benefit payable is reduced by any Policy Debt as specified in Section 6 of the policy.

### **EFFECT ON WITHDRAWALS AND LOAN VALUE**

Neither the amount available for withdrawal nor the available loan value of the policy will in any way be increased due to the Enhanced Surrender Value benefit provided by this rider.

### **RIGHT TO POSTPONE PAYMENT OF BENEFIT**

We reserve the right to postpone the payment of any Enhanced Surrender Value benefit for up to six months after we receive your written request for a full surrender of the policy in the same manner that we may postpone the payment of any Net Cash Surrender Value under the policy.

### **ENHANCED SURRENDER VALUE RIDER CHARGE**

There is a one-time charge of [\$1,000.00] for this rider, which is deducted from the Policy Value at issue.

### **TERMINATION**

This rider will terminate without value, on the earliest of:

- (a) the end of the [fifth] Policy Year;
- (b) the termination of the policy in accordance with the Grace Period provision;
- (c) the death of the Life Insured (or Surviving Life Insured if this rider is attached to a survivorship policy); or
- (d) the next monthly Processing Date following our receipt of your written request to terminate this rider.

This rider cannot be reinstated after it terminates.

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**

[  ]  
President

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**1. POLICY SPECIFICATIONS (CONTINUED) - POLICY 12 345 674**

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**SUPPLEMENTARY BENEFITS**

BENEFIT	<b>ENHANCED SURRENDER VALUE RIDER</b>
[LIFE INSURED]	[JOHN J. DOE]
[LIVES INSURED]	[JOHN J. DOE] [JANE G. DOE]

<u>POLICY YEAR</u>	<u>PERCENTAGE X</u>	<u>PERCENTAGE Y</u>	<u>ENHANCED SURRENDER VALUE FACTOR</u>
1	102.0%	21%	\$3,759.60
2	103.0%	16%	\$7,519.20
3	104.0%	14%	\$11,278.80
4	105.0%	11%	\$15,038.40
5	106.0%	9%	\$18,798.00



SERFF Tracking Number: MANU-125803892 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 40696  
Company Tracking Number: 09ACCUL/09ESVR/09CVER  
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
Adjustable Life  
Product Name: 09ACCUL/09ESVR/09CVER  
Project Name/Number: 09ACCUL/09ESVR/09CVER/09ACCUL/09ESVR/09CVER

## Supporting Document Schedules

<b>Satisfied -Name:</b> Certification/Notice	<b>Review Status:</b>	09/04/2008
<b>Comments:</b>		
<b>Attachments:</b>		
AR - actcert re valuation and nonforfeiture ar.pdf		
AR - cert re Reg19 unfair sex dis. ar.pdf		
AR - compcert 23-79-138 reg 49 ar.pdf		
<b>Satisfied -Name:</b> Application	<b>Review Status:</b>	09/04/2008
<b>Comments:</b>		
<b>Attachment:</b>		
NB5000US(12-2007).pdf		
<b>Satisfied -Name:</b> Readability Certification	<b>Review Status:</b>	10/26/2008
<b>Comments:</b>		
<b>Attachment:</b>		
readability cert ar.pdf		
<b>Satisfied -Name:</b> Statement of Variability	<b>Review Status:</b>	10/27/2008
<b>Comments:</b>		
<b>Attachment:</b>		
Statement of Variability Generic.pdf		

**STATE OF ARKANSAS**

**CERTIFICATE OF COMPLIANCE**

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) hereby certifies that its policy form 09ACCUL complies with Section 6 and 7 of Regulation 34 (valuation and non-forfeiture).

We certify that in no case shall the reserves be less than the actual cash surrender values provided for under policy contract 09ACCUL.

We further certify that we have read the "Guidelines for non-guaranteed cost on participating and non-participating life insurance" (Bulletin 11-83), and that policy 09ACCUL complies with them.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

October 22, 2008

Date

*Chandra Lynch*

\_\_\_\_\_  
Chandra Lynch, FSA, MAAA  
Associate Actuary

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**

**COMPLIANCE CERTIFICATION**

**STATE OF ARKANSAS**

<b>Form</b>	<b>Description</b>
09ACCUL	Flexible Premium Adjustable Life Insurance Policy, N.P.
09ESVR	Enhanced Surrender Value Rider
09CVER	Cash Value Enhancement Rider

John Hancock Life Insurance Company (U.S.A.) hereby certifies to its understanding of the filing requirements of Arkansas Regulation 19 §10B re unfair sex discrimination in the sale of insurance and that this filing meets the provisions of this rule, as well as all applicable requirements of the Arkansas Insurance Department.

October 27, 2008  
Date

  
\_\_\_\_\_  
Helene Landow, FLMI, ACP  
Director, Contracts and Compliance

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**

**CERTIFICATE OF COMPLIANCE**

**STATE OF ARKANSAS**

<b>Form</b>	<b>Description</b>
09ACCUL	Flexible Premium Adjustable Life Insurance Policy, N.P.
09ESVR	Enhanced Surrender Value Rider
09CVER	Cash Value Enhancement Rider

I certify to the best of my knowledge and belief as to the accuracy and compliance of this filing; further, I certify that this filing is in compliance with Ark. Code Ann. 23-79-138 which requires that certain information accompany every policy and Regulation 49 which requires that a Life and Health guaranty notice be given to each policyowner.

October 27, 2008  
Date

  

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Helene Landow, FLMI, ACP  
Director, Contracts and Compliance



Service Office:  
 Life New Business  
 197 Clarendon Street  
 Boston MA 02116-5010

### Application for Life Insurance

- John Hancock Life Insurance Company (U.S.A.)
  - John Hancock Variable Life Insurance Company
  - John Hancock Life Insurance Company
- (hereinafter referred to as The Company)

Print and use black ink. Any changes must be initialed by the Proposed Life Insured(s) and Owner.

#### PROPOSED LIFE INSURED(S) LIFE ONE

1. a) Name JOHN M. DOE  
First Middle Last

b) Date of Birth OCT 04 1967 c) Sex  M  F  
month day year

d) Place of Birth ANYTOWN USA  
State Country

e) Citizenship  U.S.  Other

f) Social Security Number (SSN), if applicable 1 2 3 4 5 6 7 8 9

g) Driver's License No. 1234567890 State AS

h) Primary Residence 1999 MARCH STREET  
Address - Street No. & Name Apt. No.  
ANYTOWN, ANystate 12345  
City State Zip Code

i) Years at this Address 5

j) Tel. Nos. 905 123-4567 905 123-4567  
Home Business

k) If you live at your primary residence less than 6 months per year, provide the address for your secondary residence.  
 Secondary Residence 1999 APRIL STREET  
Address - Street No. & Name Apt. No.  
ANYTOWN, ANystate 23456  
City State Zip Code

l) Years at this Address 5

m) Occupation COMPANY PRESIDENT  
ABC COMPANY  
Name of Employer

#### LIFE TWO (Survivorship)

2. a) Name \_\_\_\_\_  
First Middle Last

b) Date of Birth \_\_\_\_\_ c) Sex  M  F  
month day year

d) Place of Birth \_\_\_\_\_  
State Country

e) Citizenship  U.S.  Other

f) Social Security Number (SSN), if applicable \_\_\_\_\_

g) Driver's License No. \_\_\_\_\_ State \_\_\_\_\_

h) Primary Residence \_\_\_\_\_  
Address - Street No. & Name Apt. No.  
 \_\_\_\_\_  
City State Zip Code

i) Years at this Address \_\_\_\_\_

j) Tel. Nos. \_\_\_\_\_  
Home Business

k) If you live at your primary residence less than 6 months per year, provide the address for your secondary residence.  
 Secondary Residence \_\_\_\_\_  
Address - Street No. & Name Apt. No.  
 \_\_\_\_\_  
City State Zip Code

l) Years at this Address \_\_\_\_\_

m) Occupation \_\_\_\_\_  
Name of Employer

#### OWNER – Complete only if Owner is other than Proposed Life Insured(s)

**If Trust Owner, complete questions 3. a), d) and e) and Trust Certification PS5101. Trust Agreement may be required. Provide all details as above for other Owner in Special Requests on Page 4.**

3. a) Name \_\_\_\_\_

b) Date of Birth \_\_\_\_\_ c) Relationship to Proposed Life Insured(s) \_\_\_\_\_ d) Social Security/Tax ID Number, if applicable \_\_\_\_\_  
month day year

e) Address \_\_\_\_\_  
Street No. & Name Apt. No. City State Zip Code

4. Multiple Owners  
 Type of ownership  Joint with right of survivorship  Tenants in common

#### BENEFICIARY INFORMATION – Subject to change by Owner

List additional beneficiaries in Special Requests on Page 4.

5. a) Name JAMES M. DOE  Primary SON 100 %  
First Middle Last Relationship to Proposed Life Insured(s) Percentage

b) Name \_\_\_\_\_  Primary \_\_\_\_\_ %  
First Middle Last Relationship to Proposed Life Insured(s) Percentage  
 Secondary \_\_\_\_\_ %  
Relationship to Proposed Life Insured(s) Percentage

## EXISTING AND PENDING INSURANCE

If more space is required attach additional page that has been signed and dated by Owner if necessary.

6. a) Provide information for each policy in force on the Proposed Life Insured(s) with all companies, including any policy that has been sold, assigned, or settled to or with a settlement or viatical company or any other person or entity. **NOT APPLICABLE**

Proposed Life Insured	Company	Insurance		Issue Date			To Remain in Force?		Amount Including Riders
		Personal	Business	month	day	year	Yes	No	
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$

- b) Have you ever had an application for life insurance declined, postponed, rated substandard or offered with a reduced face amount?

Life One  No  Yes – give details \_\_\_\_\_

Life Two  No  Yes – give details \_\_\_\_\_

- c) Including this application, total insurance currently applied for with all companies (**not including informal inquiries**). Provide name of Life Insurance Company and amount applied for.

Life One		Life Two	
Company	Amount Including Riders	Company	Amount Including Riders
<b>JOHN HANCOCK</b>	<b>\$ 100,000</b>		\$
	\$		\$
	\$		\$

- d) Of the total amount applied for in c) above including this application, what is the maximum that you will accept?

Life One	Life Two
<b>\$ 100,000</b>	\$

## JUVENILE INSURANCE

Complete e) & f) if juvenile insurance is applied for.

- e) Are all siblings equally insured?  Yes  No

- f) Amount of life insurance currently in force or pending on parent(s)/guardian(s)? \$ \_\_\_\_\_

If none, provide reason. \_\_\_\_\_

## REPLACEMENTS – OWNER

7. Will this insurance replace existing policies or are you considering using funds from existing policies to pay premiums due on the new policy or contract?

Yes  No If 'Yes', please complete the **IMPORTANT NOTICE: Replacement of Life Insurance or Annuities (Standard Form), NB5017**.

## FINANCIAL QUESTIONS

Copies of financial statements, estate analyses, contractual agreements may be required.

8. Is there, or are you considering entering into, an understanding or agreement providing for any person or entity, other than the Owner and beneficiaries specified in this application, to have any right, title or other legal or beneficial interest in any policy issued on the life of the Proposed Life Insured(s) as a result of this application?

No  Yes - If 'Yes', provide details \_\_\_\_\_

9. Have you been offered any money or other considerations by any person or entity in connection with this application?

No  Yes - If 'Yes', provide details \_\_\_\_\_

- 10.a) What is the source of the premiums for the policy(ies) currently applied for? **SELF FUNDED**

- b) Will the Owner be receiving funding for the premiums from an individual and/or entity other than the Proposed Life Insured(s) or the Proposed Life Insured's employer?

Yes - If 'Yes', answer question 11 below.

No - If 'No', proceed to question 12.

- 11.a) Will the premiums be financed through a loan?

No - If 'No' describe the funding arrangement \_\_\_\_\_

Yes - If 'Yes' provide the loan details in question 11 b), c), d), e) and f) below.

- b) What is the annual interest rate? \_\_\_\_\_ %

- c) In addition to repayment of principal and interest, are there other fees, charges or other consideration to be paid?

No  Yes - If 'Yes', provide details \_\_\_\_\_

**FINANCIAL QUESTIONS continued**

Copies of financial statements, estate analyses, contractual agreements may be required.

11. d) What is the duration of the loan? \_\_\_\_\_  
 e) Who is the lender? \_\_\_\_\_  
 f) What amount and type of collateral is required to secure the loan? \$ \_\_\_\_\_  
Amount Type of Collateral
12. a) What is the purpose of this insurance? \_\_\_\_\_  
(e.g. estate conservation, buy-sell, keyperson)
- |   | Life One | Life Two |
|---|----------|----------|
| b) Gross annual earned income (salary, commissions, bonuses, etc.)                    | \$ _____ | \$ _____ |
| c) Gross annual unearned income (dividends, interest, gross real estate income, etc.) | \$ _____ | \$ _____ |
- d) Household net worth (combined) \$ \_\_\_\_\_  
 e) In the last 5 years, has the Proposed Life Insured(s) or any business of which he/she is a partner/owner/executive had any major financial problems (bankruptcy, etc.)? Life One  No  Yes - give details \_\_\_\_\_  
 Life Two  No  Yes - give details \_\_\_\_\_

**BUSINESS FINANCIAL QUESTIONS**

- |   |                                      | Current Year | Previous Year |  |
|---|--------------------------------------|--------------|---------------|--|
| <b>Complete for ALL Business Insurance.</b> | 13. a) Assets                        | \$ _____     | \$ _____      | f) How was the amount applied for determined? _____  |
|   | b) Liabilities                       | \$ _____     | \$ _____      | g) What percentage of the business is owned by the Proposed Life Insured(s)? _____ %   |
|   | c) Gross Sales                       | \$ _____     | \$ _____      | h) Are other partners/owners/executives insured or applying for life insurance with any company? <input type="checkbox"/> No <input type="checkbox"/> Yes - give details _____ |
|   | d) Net Income                        | \$ _____     | \$ _____      |  |
|   | e) Fair Market Value of the business | \$ _____     | \$ _____      |  |

**LIFESTYLE QUESTIONS**

Please provide details in No. 18 for 'Yes' answers to Lifestyle Questions.

14. Do you expect to travel outside the U.S. or Canada, or change your country of residence in the next 2 years?
15. a) Have you flown as a student pilot, licensed pilot, or crew member in any aircraft, including ultralight planes, in the last 2 years?  
 If 'Yes', please complete **Aviation Questionnaire NB5009**.
- b) Have you engaged in any form of motor vehicle or power boat racing, sky diving/parachuting, skin or scuba diving, hang-gliding, mountain climbing, or any other hazardous activities in the last 2 years?  
 If 'Yes', please complete **Avocation Questionnaire NB5010**.
16. a) Have you been cited for 2 or more moving violations within the last 2 years?  
 b) Have you been cited for driving while intoxicated or while otherwise impaired?
17. In the last 10 years, have you been convicted of a felony offense?

Life One	Life Two
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

18.	Question No.	Life One	Question No.	Life Two

**PRIMARY PHYSICIAN – PROPOSED LIFE INSURED(S)**

**LIFE ONE**

19. Provide name and address of primary physician.

Name ARTHUR H SMITH  
First Middle Last

Address 123 MAIN STREET  
Street No. & Name Suite No.

ANYTOWN, ANYSTATE 12347  
City State Zip Code

**LIFE TWO**

20. Provide name and address of primary physician.

Name \_\_\_\_\_  
First Middle Last

Address \_\_\_\_\_  
Street No. & Name Suite No.

\_\_\_\_\_  
City State Zip Code

# INFORMATION REGARDING LAST MEDICAL CONSULTATION

## LIFE ONE

- 21.a) Date of last visit to ANY doctor/physician   JAN     15     2007    
month day year
- b) Reason for visit   ANNUAL CHECK-UP
- c) Diagnosis or outcome of visit \_\_\_\_\_
- d) Treatment/medication prescribed   NONE
- e) Name of doctor/physician for above (check one)  
 Primary doctor/physician  
 Other doctor/physician (provide name and address)

\_\_\_\_\_  
First Middle Last

\_\_\_\_\_  
Street No. & Name Suite No.

\_\_\_\_\_  
City State Zip Code

## LIFE TWO

- 22.a) Date of last visit to ANY doctor/physician \_\_\_\_\_  
month day year
- b) Reason for visit \_\_\_\_\_
- c) Diagnosis or outcome of visit \_\_\_\_\_
- d) Treatment/medication prescribed \_\_\_\_\_
- e) Name of doctor/physician for above (check one)  
 Primary doctor/physician  
 Other doctor/physician (provide name and address)

\_\_\_\_\_  
First Middle Last

\_\_\_\_\_  
Street No. & Name Suite No.

\_\_\_\_\_  
City State Zip Code

23. Has a **John Hancock Medical Exam NB5033** been completed or will it be completed?  
 If 'No', complete question 24 and Medical Certification below.
24. Have you ever used tobacco or nicotine products in any form (including cigarettes, cigars, cigarillos, a pipe, chewing tobacco, nicotine patches or gum)?  
 If 'Yes', give details below.

Life One	Life Two
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Life One:				Date Last Used		
Product	Frequency	Current	Past	month	day	year
Cigarettes	_____ pack(s)/day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Cigars	_____ x /day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Other: _____	_____ x /day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

  

Life Two:				Date Last Used		
Product	Frequency	Current	Past	month	day	year
Cigarettes	_____ pack(s)/day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Cigars	_____ x /day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Other: _____	_____ x /day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

## MEDICAL CERTIFICATION

Complete this section when submitting a medical examination form of another company in lieu of John Hancock Medical Exam NB5033.

25. 

	Name of Proposed Life Insured	Name of Insurance Company	Date of Examination		
			month	day	year
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____

- a) To the best of your knowledge and belief, is the information in the examination true and complete as of the date this application is signed?

Life One	Life Two
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

## COVERAGE APPLIED FOR

26. Complete the applicable **Coverage Details Form NB5007** (Universal Life), **NB5008** (Variable Life) or **NB5013** (Term & Traditional Life) for details of the policy being applied for, including Supplementary Benefits and other benefit options.

## SPECIAL REQUESTS – Attach additional page if more space is required.

## TEMPORARY LIFE INSURANCE AGREEMENT APPLICATION

Money may NOT be collected and the **Temporary Life Insurance Receipt and Agreement NB5004** may NOT be issued if:

1. questions 28 and 29 are answered Yes or left blank; or
2. the Proposed Life Insured(s) is under age 20 or over age 70; or
3. the amount applied for is more than \$10,000,000 (single life) or \$15,000,000 (survivorship).

27. Is coverage being applied for under the Temporary Life Insurance Agreement?  Yes  No

If 'Yes', answer questions 28 and 29.

28. Within the last 24 months, has the Proposed Life Insured(s) under this application:

- a) consulted a medical professional, been diagnosed with or been treated for or had treatment recommended by a member of the medical profession for any heart problem, stroke or cancer?
- b) consulted with or scheduled a consultation with a medical professional for any symptoms or medical concerns?
- c) received a recommendation from a medical professional for any consultation, testing, investigation or surgery that has not yet been completed?
- d) been declined for life insurance?

Life One	Life Two
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

29. Does the Proposed Life Insured(s) reside outside the United States more than 6 months per year?

## PRE-AUTHORIZED PAYMENT PLAN

Attach voided  
sample check.

30. Request for Pre-Authorized Payment Plan

Policy Number(s)	Name(s) of Person(s) Insured	First Bank Withdrawal Effective			Type of Payment and Amount	
		month	day	year	Premium	Loan

By completing this section, I hereby authorize and request The Company to draw checks (which may include withdrawals made electronically) monthly on my account to pay premiums, and/or repay loans on the policies listed above or any policies subsequently designated.

I understand and agree that:

- a) Such checks (which may include withdrawals made electronically) shall be drawn monthly to pay premiums falling due on the designated policies.
- b) While the Pre-Authorized Payment Plan is in effect, The Company will not give notices of premiums falling due on such policies.
- c) The Pre-Authorized Payment Plan may be terminated by the bank depositor or by written notice to The Company by the Owner. If the Pre-Authorized Payment Plan is terminated, premiums falling due thereafter shall be payable directly to The Company as provided in the policy.
- d) The first premium paid must be submitted by check.

## DECLARATIONS

The Proposed Life Insured(s) and Owner (or Parent or Guardian) declare that the statements and answers in this application and any form that is made part of this application are complete and true.

In addition, I/we understand and agree that:

1. The statements and the answers in this application, which include coverage details and any supplemental form relating to health, aviation practices or lifestyle of the Proposed Life Insured(s), will become part of the insurance policy issued as a result of this application.
2. a) Any life insurance policy issued as a result of this application will be effective on the later of the date the first premium has been paid in full and the date the policy has been delivered, provided that since the date of the application there has been no deterioration in the insurability of the Proposed Life Insured(s), no changes in the lifestyle of the Proposed Life Insured(s), no change in the financial circumstances of the Owner, and nothing has occurred that would require a change to any statement or answer in any part of this application in order to make the statement or answer true and complete as of the date the policy becomes effective. If there has been a deterioration in insurability: i) if there is no Temporary Life Insurance Agreement (TIA) coverage, the policy will not be put into effect, and ii) if there is TIA coverage and the TIA has not ended, the policy will be put into effect but only to the limit of the TIA coverage amount.
  - b) If premiums are paid prior to delivery of the policy and the terms and conditions of the TIA are satisfied, insurance prior to the effective date shall be provided only under the TIA and according to its terms.
3. Any person who knowingly and with intent to defraud any insurer:
  - a) files an application for insurance or statement of claim containing any materially false information, or
  - b) conceals for the purpose of misleading any insurer, information concerning any material fact thereto, may be committing a fraudulent insurance act.
4. If coverage under a TIA is applied for, I/we have received, read and understand the terms and conditions of the **Temporary Life Insurance Receipt and Agreement NB5004**.

## OWNER/TAXPAYER CERTIFICATION QUESTIONS

### U.S. Person(s) (including U.S. Resident/Alien(s))

Under the penalties of perjury, I the Owner, certify that:

1. The number shown on Page 1 of the application is my correct taxpayer identification number (if number has not been issued, write "Applied for" in the box on Page 1), AND
2. Pick the applicable box:  
 I am not subject to Backup Tax Withholding because (a) I am exempt from Backup Tax Withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to Backup Tax Withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to Backup Tax Withholding, OR  
 The Internal Revenue Service (IRS) has notified me that I am subject to Backup Tax Withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid Backup Tax Withholding.

### Non U.S. Person(s) and Non Resident Alien(s)

I am providing IRS Form W-8BEN.  Yes  No

## AUTHORIZATION TO OBTAIN INFORMATION

I/We, the Proposed Life Insured(s), authorize:

1. The Company to obtain an investigative consumer report on me/us.
2. Any medical professional, medical care provider, hospital, clinic, laboratory, insurance company, the Medical Information Bureau (MIB Inc.), or any other similar person or organization to give The Company and its reinsurers information about me/us or any minor child/children who is/are to be insured.

The information collected by The Company may relate to the symptoms, examination, diagnosis, treatment or prognosis of any physical or mental condition.

I/We further authorize The Company to disclose such information and any information developed during its evaluation of this application to:

- (a) its reinsurers; (b) the MIB Inc.; (c) other insurance companies as designated by me/us; (d) me/us; (e) my/our insurance agent, when that agent is seeking insurance coverage through The Company on my/our behalf; (f) any medical professional designated by me/us; or (g) any person or entity entitled to receive such information by law or as I/we may further consent.

I/We acknowledge receipt of the Notice of Disclosure of Information relating to the underwriting process, investigative consumer reports and the MIB Inc.

This authorization will be valid for two years from the date of the application shown below. A photocopy of this authorization will be as valid as the original.

Information collected under this authorization will be used by The Company to evaluate my/our application for insurance, to evaluate a claim for benefits, or for reinsurance or other insurance purposes.

I am/We are entitled, or my/our authorized representative is entitled, to a copy of this authorization.

## SIGNATURES

Please read all of the above Declarations and Authorizations before signing this form.

Signed at \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ Year \_\_\_\_\_

Signature of Owner (Signing Officer please provide title or corporate seal)

**X**

Signature of Witness or Agent/Registered Representative as Witness

**X**

If Proposed Life Insured(s) is under age 15 Parent or Guardian must sign and include relationship.

Signature of Proposed Life Insured One if other than Owner (Parent or Guardian if under age 15)

**X**

Print Name - If Witness other than Agent/Registered Representative

Signature of Proposed Life Insured Two if other than Owner

**X**

Witness Relationship - If Witness other than Agent/Registered Representative

Agent signature if other than Witness.

Signature of Agent/Registered Representative if other than Witness

**X**

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ Year \_\_\_\_\_

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**

**READABILITY CERTIFICATE  
FOR THE STATE OF ARKANSAS**

I, Helene Landow, an officer of JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), hereby certify that the forms listed below have the following readability scores as calculated by the Flesch Reading Ease Test and that these forms meet the requirements of your readability legislation.

<b>FORM NUMBER</b>	<b>READABILITY SCORE</b>
09ACCUL	45
09ESVR	40*
09CVER	40*

\* Joint score for rider and policy combined.

October 27, 2008  
Date

  
\_\_\_\_\_  
Helene Landow, FLMI, ACP  
Director, Contracts and Compliance

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)**  
**STATEMENT OF VARIABILITY**  
**FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY**  
**FORM 09ACCUL**

Section / Section #	Page Number	Description
Front Cover Page	Cover	<ul style="list-style-type: none"> <li>• Life Insured's name and policy number vary based on issue specifications.</li> <li>• The Plan name field is bracketed in case the Company wishes to market this form under a different product name.</li> <li>• Company Officer signatures bracketed as they may change.</li> </ul>
1. Policy Specifications	3.0	<ul style="list-style-type: none"> <li>• Life Insured, Plan Name, Age at Policy Date, Policy Number, Sex, (reference to Sex and gender of Life Insured is suppressed if the basis of values uses unisex mortality tables), Issue Date, Policy Date, Risk Classification, and Additional Ratings all vary based on issue specifications.</li> <li>• Death Benefit Option at Issue will either be Option 1 or Option 2.</li> <li>• Life Insurance Qualification Test Elected will either be Guideline Premium Test or Cash Value Accumulation Test.</li> <li>• Base Face Amount, Supplemental Face Amount, and Total Face Amount will all vary based on issue specifications.</li> <li>• The Governing Law field will show the state of issue.</li> <li>• Premium Mode will be annual, semi-annual, quarterly, monthly, or electronic draft.</li> <li>• All premiums shown vary based on issue specifications</li> </ul>
1. Policy Specifications (Schedule of Supplemental Face Amounts)	3.1	<ul style="list-style-type: none"> <li>• The Supplemental Face Amount at Issue and the amounts of any elected scheduled increasing Supplemental Face Amount and maximum amount will be shown on this page and vary based on issue specifications.</li> <li>• Scheduled Supplemental Face Amount Increases are elected and subject to underwriting approval.</li> </ul>
1. Policy Specifications (Other Benefits and Specifications)	3.2	<ul style="list-style-type: none"> <li>• Other Benefits and Specifications, and any text under it is bracketed to accommodate situations when the field is not applicable.</li> <li>• A complete listing of optional riders applied for and issued with the policy is shown on this page. This would include any previously and subsequently approved riders made available with this policy and elected by the policyowner.</li> </ul>
1. Policy Specifications	3A	<ul style="list-style-type: none"> <li>• Face Amount Charge varies based on issue specifications. The monthly charge minimum and maximum range is: min = 0.0333; max = 1.6560.</li> <li>• Surrender Charges vary by issue specifications, with charges grading down linearly over the first 120 policy months.</li> </ul>
1. Policy Specifications	3B	<ul style="list-style-type: none"> <li>• Surrender Charge for the Base Face Amount at Issue varies based on issue specifications. Minimum/Maximum range of Surrender Charge Calculation Limit: min = 3.98 per 1000 (Female age 0 Standard Nonsmoker, Option 2); and max = 51.52 (Male age 90, Standard Nonsmoker, Option 1)</li> </ul>
2. Table of Rates	4	<ul style="list-style-type: none"> <li>• Maximum Monthly Rates per \$1000 of Net Amount at Risk and Minimum Death Benefit Factors vary based on issue specifications for the Life Insured. Minimum/Maximum range of monthly COI: min = 0.0150 per 1000 (Female age 5 Standard Nonsmoker policy year 1); and max = 83.3333 (Male age 90, Substandard Smoker policy year 1)</li> </ul>
Back Cover Page	Back Cover	<ul style="list-style-type: none"> <li>• The address of the Company's Servicing Office and toll free number is bracketed as it may be changed in the future.</li> </ul>

**STATEMENT OF VARIABILITY (continued)**

**ENHANCED SURRENDER VALUE RIDER  
FORM 09ESVR**

<b>Section / Section #</b>	<b>Page Number</b>	<b>Description</b>
Benefit	1	<ul style="list-style-type: none"><li>• Currently the benefit applies until the end of the fifth Policy Year, but this period may change for future issues.</li></ul>
Enhanced Surrender Value Rider Charge	2	<ul style="list-style-type: none"><li>• Currently the one-time charge is \$1,000.00 but this charge may change for future issues.</li><li>• Currently the rider will terminate at the end of the fifth Policy Year, but this period may change for future issues.</li><li>• Officer Signature bracketed to accommodate future changes</li></ul>
1. Policy Specifications	3	<ul style="list-style-type: none"><li>• Life Insured, Lives Insured, Policy Year, Percentage X, Percentage Y, Enhanced Surrender Value Factor all vary based on issue specifications.</li></ul>

**CASH VALUE ENHANCEMENT RIDER  
FORM 09CVER**

<b>Section / Section #</b>	<b>Page Number</b>	<b>Description</b>
Benefit	1	<ul style="list-style-type: none"><li>• Currently the benefit applies until the end of the fifth Policy Year, but this period may change for future issues.</li></ul>
Cash Value Enhancement Rider Charge	2	<ul style="list-style-type: none"><li>• Currently the one-time charge is \$500.00 but this charge may change for future issues.</li><li>• Currently the rider will terminate at the end of the fifth Policy Year, but this period may change for future issues.</li><li>• Officer Signature bracketed to accommodate future changes</li></ul>
1. Policy Specifications	3	<ul style="list-style-type: none"><li>• Life Insured, Lives Insured, Policy Year, Percentage X, Percentage Y, Cash Value Enhancement Factor all vary based on issue specifications.</li></ul>