

SERFF Tracking Number: SKML-125884637 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 40762
Company Tracking Number: MAG200GRP
TOI: L06G Group Life - Variable Sub-TOI: L06G.202 Joint (Last Survivor) - Flexible Premium
Product Name: JH Group Survivorship 2001 CSO
Project Name/Number: JH Group Survivorship 2001 CSO/MAG200GRP

Filing at a Glance

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

Product Name: JH Group Survivorship 2001 CSO SERFF Tr Num: SKML-125884637 State: ArkansasLH

CSO

TOI: L06G Group Life - Variable

SERFF Status: Closed

State Tr Num: 40762

Sub-TOI: L06G.202 Joint (Last Survivor) - Flexible Premium

Co Tr Num: MAG200GRP

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Dee Sinkoe

Disposition Date: 11/05/2008

Date Submitted: 11/03/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: JH Group Survivorship 2001 CSO

Status of Filing in Domicile: Not Filed

Project Number: MAG200GRP

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: This is exempt in the state of domicile, Michigan.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Discretionary

Filing Status Changed: 11/05/2008

State Status Changed: 11/05/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are submitting the above referenced forms on behalf of John Hancock Life Insurance Company (U.S.A.) for your approval. These are new forms and will not replace any existing forms.

The above referenced forms are discretionary group life insurance forms that will not be available to the general public but will be sold in private offerings. Therefore marketing and sales will be limited to "accredited investors" as defined in

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Rule 506 under Regulation D of the Securities Act of 1933 and "qualified purchasers" as defined in Section 2(a)(51) of the Investment Company Act of 1940. In reliance on Regulation D of the 1940 Act, the contract will not be registered with the SEC and will be sold with an offering memorandum instead of a prospectus. The Group Master Contract will be issued to a trust in the State of Arkansas. The Group Master Contract will not be issued in your state. Only the Certificate will be issued in your state. The Group Trust was approved in Arkansas on January 30, 2001.

Form # MAG200GRP — Survivorship Variable Life Insurance Certificate. This form is a joint and last survivor group variable universal life insurance product with flexible premiums and a face amount that may be adjusted by the certificate owner. The certificate owner may elect, at issue, one of two death benefit tests for compliance with IRC §7702 (i.e. the guideline premium test or the cash value accumulation test). Once a test has been selected at issue, it cannot be changed. The items bracketed in the policy schedule may vary for each particular offering.

The Account Values in a subaccount vary with the investment results of that subaccount.

Form # MAG100J — Survivorship Term Rider. This rider provides an additional, scheduled, death benefit payable on the death of the Surviving Insured.

Form # MAG100S — Split Policy Option Rider. This rider provides an option to exchange the survivorship policy for individual policies on the life of each Insured upon the occurrence of certain events which are described in the rider.

Form # MAG100R — Term Rider. This rider provides an additional, scheduled, death benefit on the life of the Insured named in the rider.

These forms will be used with application form numbers 156-MAGC-00 and 156-MAGMC-00 and rider form numbers MAG100E, MAG100R and MAG100M previously approved by your department on 7/18/2008 under State Tracking number 39631.

The forms are submitted in final print and are subject to only minor modification in paper size and stock, ink, border, Company logo and adaptation to computer printing.

This product will be offered to qualified clients on a private placement basis only. In compliance with the Securities regulations cited above, no public advertising material will be used.

Company and Contact

Filing Contact Information

(This filing was made by a third party - sandrakmeltzerandassociates)

Dvora Sinkoe, Compliance Analyst dee@skminc.com
1925 Century Blvd (404) 633-5353 [Phone]

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Atlanta, GA 30345 (404) 633-6301[FAX]

Filing Company Information

John Hancock Life Insurance Company CoCode: 65838 State of Domicile: Michigan
(U.S.A.)
197 Clarendon Street Group Code: Company Type: Life & Health
Boston, MA 02117 Group Name: State ID Number:
(617) 572-5111 ext. [Phone] FEIN Number: 01-0233346

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	11/03/2008	23681235

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/05/2008	11/05/2008

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Disposition

Disposition Date: 11/05/2008

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	Life & Annuity - Acturial Memo		No
Supporting Document	Authorization Letter		Yes
Supporting Document	Statement of Variables		Yes
Form	Survivorship Variable Life Insurance Certificate		Yes
Form	Survivorship Term Rider		Yes
Form	Split Policy Option Rider		Yes
Form	Term Rider		Yes

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Form Schedule

Lead Form Number: MAG100GRP

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	MAG200G RP	Certificate	Survivorship Variable Life Insurance Certificate	Initial		0	MAG200GRP .pdf MAG200GRP cert specs 250.pdf
	MAG200J	Certificate	Survivorship Term Amendmen Rider t, Insert Page, Endorseme nt or Rider	Initial		0	MAG200J.pdf
	MAG200S	Certificate	Split Policy Option Amendmen Rider t, Insert Page, Endorseme nt or Rider	Initial		0	MAG200S.pdf
	MAG200T	Certificate	Term Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	MAG200T.pdf



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



Magnastar Service Center
P. O. Box 724567
Atlanta, GA 31139
877-297-6349

INSURED #1 [John Doe]

TOTAL FACE AMOUNT AT ISSUE [\$50,000,000]

INSURED #2 [Mary Doe]

POLICY NUMBER [123 456 789]

POLICY DATE [January 1, 2009]

SURVIVORSHIP VARIABLE LIFE INSURANCE CERTIFICATE

The Death Benefit Proceeds are payable at the death of the Surviving Insured.
This is a Flexible Premium Variable Universal Life Insurance Certificate.
Flexible premiums are payable to the earlier of the Surviving Insured's death or the Maturity Date.
The Face Amount is adjustable.
Benefits, Premiums, and the Premium Class are shown in the Certificate Specifications.
This is a Nonparticipating certificate.

READ YOUR CERTIFICATE CAREFULLY. This certificate is a summary of the Group Contract. We certify that the Insureds named in the Schedule are covered under the Group Contract described in the Schedule. This certificate becomes effective on the Certificate Date, subject to the conditions in Section 3. We agree to pay the benefits of this certificate according to its provisions. The certificate is issued in consideration of the application for it and Payment of the Minimum Initial Premium.

The Certificate Specifications and the conditions and provisions on this and the following pages are part of the certificate, as are any Riders included on delivery.

Signed for the Company at its Home Office:


President


Secretary

Survivorship Variable Life Insurance Certificate

To the extent any benefit, payment, or value under this certificate (including the Account Value) is based on the investment experience of a Separate Account, such benefit, payment, or value may increase or decrease in accordance with the investment experience of the Separate Account and is not guaranteed as to a fixed dollar amount.

It is possible coverage will lapse if the Account Value is not sufficient to pay charges assessed on a periodic Processing Date.

Right to Cancel—The Certificate Owner may surrender this certificate by delivering or mailing it to the Magnastar Service Center or to the agent within 10 days after receipt by the Certificate Owner of the certificate. Immediately on such delivery or mailing, the certificate shall be deemed void from the beginning. Any Premium received will then be refunded.

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MAGNASTAR PRIVATE PLACEMENT VARIABLE LIFE

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[ED NOTE – THIS PAGE IS HERE ONLY FOR DRAFTING PURPOSES, TO FACILITATE AUTOMATIC SECTION CROSS-REFERENCE UPDATES DURING EDITING. SEE SEPARATE “MAGNASTAR SCHEDULE” DOCUMENT FOR ACTUAL SPEC PAGE LANGUAGE]

1 CERTIFICATE SPECIFICATIONS

1.1 *DEATH BENEFIT*

1.2 *PREMIUMS*

1.3 *SUMMARY OF ADDITIONAL COVERAGES IN EFFECT*

1.4 *SEPARATE ACCOUNTS*

1.5 *SCHEDULED FACE AMOUNT FOR COVERAGE SEGMENT 1*

1.6 *CERTIFICATE CHARGES DEDUCTED FROM PREMIUM PAYMENTS*

1.7 *DEDUCTIONS FROM ACCOUNT VALUE*

1.7.1 *Administrative Charges*

1.7.2 *Monthly Rates for Mortality and Expense Risk Charges*

1.8 *COST OF INSURANCE RATES*

1.9 *CERTIFICATE LOAN FACTORS*

1.10 *SURRENDER CHARGE FACTORS*

1.11 *DEFINITION OF LIFE INSURANCE DEATH BENEFIT FACTORS*

1.12 *FACTORS APPLICABLE TO EXEMPT SUBACCOUNTS*

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2 DEFINITIONS

“**Account Value**” is the sum of all the value in all the Subaccounts and the Loan Account, and is further defined in Section 7.

“**Age**” means on any certificate anniversary, the age of the person in question at his or her birthday nearest that date. That Age will apply until the next anniversary.

“**Band 1 Premium and Band 2 Premium**” amounts are as shown in Section 1.2.

“**Band 3 Premiums**” are all Premiums received in a certificate year in excess of the sum of the Band 1 Premium and Band 2 Premium amounts.

The “**Certificate Date**” is shown in Section 1 and is the date from which We measure certificate anniversaries and Coverage Segment years and determine Processing Dates.

“**Certificate Debt**” means the unpaid balance of all outstanding certificate loans plus accrued interest charges on that loan, as further described in Section 9.

“**Coverage Segment**” means a schedule of face amounts, which may vary by certificate year. The face amounts scheduled at the time the certificate is issued comprise Coverage Segment 1, and are shown in Section 1.5. Additional Coverage Segments may be added after issue as described in Section 4.4.

The “**Death Benefit**” is an amount determined by the Scheduled Face Amount, the Death Benefit Option chosen, and the Required Total Death Benefit Factors. The Death Benefit is the amount applicable in the determination of Death Benefit Proceeds. The calculation of the Death Benefit is described in Section 4.

“**Death Benefit Proceeds**” are the amount payable on death of the Surviving Insured while the certificate is In Full Force. They are equal to the Death Benefit less any outstanding Certificate Debt and unpaid charges.

“**Exempt Fund**” means an investment account that is exempt from registration under exclusion 3(c)(1) or 3(c)(7) under the Investment Company Act of 1940.

“**Exempt Subaccount**” means a Subaccount that invests in an Exempt Fund. The following definitions apply to the Underlying Portfolios of certain Exempt Subaccounts:

- **Net Exempt Fund Value:** The sum of the value of all Exempt Funds on the Full Liquidity Date minus the Liquidity Reserve Value.
- **Liquidity Reserve Factor:** A factor determined by the Exempt Fund to indicate the portion of the value held in reserve at time of surrender until the final audited result of the Fund is available.
- **Liquidity Reserve Value:** The value of the Exempt Fund times the Liquidity Reserve Factor.
- **Investment Date:** The date funds can be allocated to the Exempt Fund.
- **Investment Notice Period:** The number of days before the Investment Date You must give notice to Us that You intend to allocate funds to the Exempt Fund.
- **Full Liquidity Date:** The date when the full value of the Exempt Fund is available for surrender.
- **Full Liquidity Notice Date:** The number of days before a Full Liquidity Date You must give notice to Us that You intend to surrender the full value of the Exempt Fund.
- **Full Liquidity Deferral Period:** The number of days after a Full Liquidity Date the payment of the Net Exempt Fund Value may be deferred.
- **Partial Liquidity Date:** A date when an amount less than the full value of the Exempt Fund is available for withdrawal or transfer.
- **Partial Liquidity Factor:** A factor applied to the value of the Exempt Fund to indicate the portion of the Fund value available for withdrawal or transfer.
- **Partial Liquidity Notice Date:** The number of days before a Partial Liquidity Date You must give notice to Us that You intend to withdraw or transfer funds from the Exempt Fund.
- **Partial Liquidity Deferral Period:** The number of days after a Partial Liquidity Date the withdrawal or transfer may be deferred.

The time periods, dates and factor values can be found in Section 1.12 for each Exempt Subaccount to which they apply. The application of these factors is further described in Sections 9, 10 and 18.

“Fund” means either a Registered Fund or an Exempt Fund.

“Home Office” means Our office at, 197 Clarendon Street, Boston, Massachusetts 02117.

“In Full Force” means the certificate has not lapsed in accordance with Section 6 or terminated in accordance with Section 9.

“Loan Account” means the portion of the total Account Value that secures the Certificate Debt, as further described in Section 9.

“Modal Processing Date” means the first Processing Date of each Premium billing interval.

“Net Premium” is as defined in Section 5.

“Non-Exempt Subaccount” means a Subaccount that invests in a “Registered Fund”.

“Payment” means, unless otherwise stated, Payment at Our Service Center.

The **“Planned Premium”** is the amount of Premium You tell Us You plan to pay. The amount initially identified in Your application is shown in Section 1.2.

“Portfolio” or **“Underlying Portfolio”** means each series or investment pool of a Fund that corresponds with the specific investment objective of a Subaccount.

“Premium” means an amount paid to Us in consideration for the benefits of the certificate. “Premiums” do not include amounts repaid on certificate loans or designated to pay interest charges on outstanding loans.

“Processing Date” means the first day of a certificate month in which periodic charges are deducted from the Account Value. The number of months between Processing Dates is shown in Section 1.7. The first Processing Date occurs that number of months after the Certificate Date. A certificate month shall begin on the day in each calendar month, which corresponds to the day of the calendar month on which the Certificate Date occurred. If the Certificate Date is the 29th, 30th, or 31st day of a calendar month, then for any calendar month which has fewer days, the first day of the certificate month will be the last day of such calendar month. The Certificate Date is not a Processing Date. If the Processing Date is not a Valuation Date, it will occur on the next Valuation Date.

“Registered Fund” means a series type mutual fund registered under the Investment Company Act of 1940 as an open-end diversified management investment company.

“Separate Account” means a separate investment account, established by Us pursuant to applicable law, in which You are eligible to invest under this certificate.

“Service Center” is where We provide service to You. The name of Our Service Center is the Magnastar Service Center and its mailing address and telephone number are shown on the first page of this certificate.

“Subaccount” means each division, with a specific investment objective, of a Separate Account.

“Subaccount Investment Options” means the list of currently available Subaccounts for the certificate.

“Surviving Insured” means the Insured still living after the death of the first Insured to die.

“Valuation Date” means, for any Non-Exempt Subaccount, any date on which Our Service Center is open for business, the New York Stock Exchange is open for trading, and on which the Fund values its Portfolio. The Valuation Date for an Exempt Subaccount will be specified in Section 1.12.

“Valuation Period” means the period of time from the beginning of the day following a Valuation Date to the end of the next following Valuation Date.

“We”, “Us”, and “Our” refer only to the John Hancock Life Insurance Company (U.S.A.)

“Written Request” means, unless otherwise stated, a request in writing, signed by You and received by Us at Our Service Center.

“You” and “Your” refer only to the Certificate Owner.

3 EFFECTIVE DATE OF COVERAGE

The certificate will take effect on the Certificate Date shown in Section 1, but only if both of the following conditions are met:

- (1) The Minimum Initial Premium listed in Section 1.2 has been received by Our Service Center or by Our agent; and
- (2) At the time You accept delivery of the certificate, the health of all persons insured under this certificate remains as stated in the application.

4 DEATH BENEFIT

We will pay the Death Benefit Proceeds upon receipt, at Our Service Center, of due proof that the death of the Surviving Insured occurred while this certificate was In Full Force, subject to the terms and conditions of this certificate. You must also provide Us with proof of the death of the first Insured to die before We will pay the Death Benefit Proceeds. The Death Benefit of the certificate is determined by the Scheduled Face Amount(s) for each Coverage Segment as shown in Section 1, the Death Benefit Option currently in effect, and any increase required to ensure that the certificate will continue to qualify as life insurance under federal tax law.

4.1 DEATH BENEFIT PROCEEDS

The Death Benefit Proceeds are the amount payable if the death of the Surviving Insured occurs while this certificate is In Full Force. Before the Maturity Date, the Death Benefit Proceeds equal the Death Benefit of the certificate as of the date of the Surviving Insured's death less any Certificate Debt on the date of that death and any unpaid charges under Section 8. After the Maturity Date, the Death Benefit Proceeds will equal the Account Value less any Certificate Debt.

We will pay interest on the Death Benefit Proceeds paid in one sum in the event of the Surviving Insured's death at the rate declared for Option 1 in Section 24, or such greater rate as is required by law. We will begin to accrue interest on the Death Benefit Proceeds 30 days from the date We receive due proof of such death. However, any part of the Death Benefit Proceeds in excess of the Scheduled Face Amounts for all Coverage Segments, less any Certificate Debt, that is invested in Exempt Funds shall begin to accrue interest 30 days from the date the Exempt Funds become available as described in Section 18.

4.2 DETERMINATION OF DEATH BENEFIT

The Death Benefit of the certificate before the Maturity Date depends in part on which of the following Options is in effect. The Death Benefit Option and Scheduled Face Amounts appear in Section 1.

Option A: The Death Benefit is the greater of the sum of the Scheduled Face Amounts for all Coverage Segments or the amount described below.

Option B: The Death Benefit is the greater of the sum of the Scheduled Face Amounts for all Coverage Segments plus the Account Value on the date of death of the Surviving Insured, or the amount described below.

The Death Benefit of the certificate will be increased if necessary to ensure that the certificate will continue to qualify as life insurance under federal tax law. The Death Benefit will never be less than (i) the Account Value multiplied by (ii) the applicable Required Total Death Benefit Factor shown in Section 1.11.

A charge for any required increase in Death Benefit in effect on any Processing Date will be deducted from the Account Value on such date. Such charge will be determined as described in the Cost of Insurance Charge subsection of Section 8.

If You have elected the Cash Value Accumulation Test (as shown in “Definition of Life Insurance Elected” in Section 1), We reserve the right to modify the Required Total Death Benefit Factors, retroactively if necessary, to ensure or maintain qualification of this certificate as a life insurance contract for federal tax purposes, notwithstanding any other provisions of this certificate to the contrary.

If You have elected the Guideline Premium Test (as shown in “Definition of Life Insurance Elected” in Section 1) and We determine that the Premiums paid and applied by Us to the certificate would cause the certificate to be in violation of Section 7702 of the IRS Code or any successor provision, We reserve the right to either: (i) refund the excess Premium (unless such Premium is necessary to continue coverage) or (ii) increase the Death Benefit under the certificate, retroactively if necessary, (and require evidence of insurability for such increase) so that at no time is the Death Benefit less than the lowest amount necessary to ensure or maintain qualification of this certificate as a life insurance contract for federal tax purposes, notwithstanding any other provisions of this certificate to the contrary.

After the Maturity Date, the Death Benefit is equal to the Account Value.

4.3 CHANGE OF DEATH BENEFIT OPTION

You may change the Death Benefit Option on Written Request a maximum of once during a certificate year. The change will be effective on the Processing Date on or following the day We receive Your Written Request at Our Service Center. If the Death Benefit Option is changed from Option A to Option B, the Face Amount will decrease by an amount equal to the Account Value just before the effective date of the change. The decrease in Face Amount may result in the application of a partial surrender charge as described at the end of Section 4.4.2. However, this change will not be permitted if the resulting Face Amount will be less than the Minimum Face Amount shown in Section 1.1. If the Death Benefit Option is changed from Option B to Option A, the Face Amount will increase by an amount equal to the Account Value just before the effective date of the change. We will issue a new Scheduled Face Amount page for the most recent Coverage Segment that applies the amount of this change to all future years of that schedule.

4.4 CHANGE OF FACE AMOUNT

Subject to Our approval, You may change the Face Amount Schedule if such request is made:

- during the lifetime of either Insured and before the Maturity Date;
- not more than 30 days before any certificate anniversary;
- in writing while this certificate is In Full Force; and
- subject to the additional provisions below..

4.4.1 Face Amount Increase

We must receive evidence satisfactory to Us that both Insureds are insurable according to Our normal rules of underwriting for this type of certificate. The effective date of the increased Face Amount will be the first Processing Date on or following the date all applicable conditions are met. An increase in Face Amount will result in a new Coverage Segment for the amount of the increase. For each Coverage Segment, there will be additional charges and factors as shown in Sections 1.4 through 1.9. We will issue a supplemental schedule of Face Amounts and of any revised certificate factors. This information will include:

- the Premium Class;
- the effective date;
- the scheduled amount of the increase in Face Amount in the new Coverage Segment and the total Scheduled Face Amount of all current Coverage Segments after the increase;

- the guaranteed Cost of Insurance Rates if the new Coverage Segment is issued in a different Premium Class than the initial certificate;
- a new Schedule 1.10 Definition of Life Insurance Death Benefit Factors for the entire certificate if the new Coverage Segment is in a more favorable Premium Class than the initial Coverage Segment.
- the Band 1 Premium and Band 2 Premium amounts for the new Coverage Segment.

Limits on Face Amount Increase – An increase in Face Amount will be allowed only if it results in a Death Benefit increase no less than Our minimum limit in effect on the date of the request.

4.4.2 Face Amount Decrease

You may not decrease the Face Amount of any Coverage Segment before the second anniversary of the effective date of that Coverage Segment. The effective date of the decreased Face Amount will be the later of the requested effective date or the first Processing Date on or following the date We receive the Written Request. If there is more than one Coverage Segment in effect, the decrease will apply first to the most recent Coverage Segment. If the decrease amount is greater than the most recent Coverage Segment, the excess will be applied to successively earlier Coverage Segments.

A revised schedule of Face Amounts and other certificate factors will be issued. This schedule will include the following information:

- the effective date of the decreased Face Amount;
- the Scheduled Face Amount of all current Coverage Segments after the decrease;
- the revised Band 1 Premium and Band 2 Premium amounts for affected prior Coverage Segments.

If a requested decrease reduces a Coverage Segment's current Face Amount below the initial amount for that segment, a surrender charge may be applied to the Account Value on the effective date of the change. The calculation of that charge is described in Section 10.

5 PAYMENTS

Premiums are payable at Our Service Center.

Premiums may be paid at any time before the Maturity Date, subject to the premium limitations below. The Planned Premium is the amount You identified in the application, or later changed by Written Request, which You plan to pay. Payment of the Planned Premium does not guarantee that the certificate will remain In Full Force. A Premium reminder notice for Planned Premiums will be sent to You at the beginning of each payment interval.

Any Payment received prior to the Certificate Date will be processed as if received on the Certificate Date. All other Payments will be processed as of the day in which the Payment is received at Our Service Center. Exempt Subaccounts may restrict the dates on which new Premiums may be allocated. For Payments designated for Exempt Subaccounts, You must give Us notice in advance of the intended Payment. The number of days in advance is specified in Section 1.12 as the Investment Notice Period for such Fund. A Payment for such Fund will be allocated initially to the Money Market Portfolio, until the next Investment Date following the Investment Notice Period.

When We receive a Payment, We first deduct any amount specified by You as payment of accrued interest on loans then due under Section 9 and any amount specified by You as loan repayment. The remainder will constitute Premium. We then deduct all of the applicable charges listed in Section 1.6 under "Certificate Charges Deducted from Premium Payments," as described in Section 5.1. The remainder will constitute Net Premium.

You may pay Premiums in an amount other than the Planned Premium at any time while the certificate is In Full Force. At Our option, We may either (i) refuse any Premium that causes the certificate to be in violation of Section 7702 of the IRS Code or any successor provision (unless such Premium is necessary to continue coverage), or (ii) require evidence of insurability for any increase in the Death Benefit under Section 4.2 that would be required by Our acceptance of such Premium. In this latter case, no Premium will be applied until acceptable evidence is received.

5.1 CALCULATION OF PREMIUM LOADS

5.1.1 Application of Premium Load Factors

Premiums received in the first certificate year, up to the Band 1 Premium amount shown in Section 1.2 will be charged the Band 1 load shown in Section 1.6. First year Premiums in excess of the Band 1 Premium, up to a maximum additional amount equal to the Band 2 Premium, will be charged the Band 2 load. First year Premiums in excess of the sum of the Band 1 Premium and Band 2 Premium amounts will be charged the Band 3 load.

For Premiums received in each subsequent year, Premium loads will be calculated on the following basis:

- 1) If, in any of the previous four certificate years, total Premiums paid were less than the Band 1 Premium, the new Premium will first be allocated to the oldest such year, up to the amount of such difference. The Band 1 load for that year will be applied to the portion of the Premium allocated to that year.
- 2) The remainder of the Premium will be allocated in the same fashion successively to each more recent year in which the Band 1 Premium exceeded the Premiums paid. The Band 1 load for each such year will be applied to the portion of the Premium allocated to that year.
- 3) The Band 2 load will be applied to any remaining excess of the Premium over the Band 1 Premium for the current year, up to the Band 2 Premium amount.
- 4) Remaining Premiums in excess of the sum of the Band 1 Premium and Band 2 Premium will be charged the Band 3 load.

5.1.2 Premium Loads with Multiple Coverage Segments

If the certificate has more than one Coverage Segment, the certificate Total Band 1 Premium and certificate Total Band 2 Premium are defined as the sum of the Band 1 Premiums and Band 2 Premiums respectively for all Coverage Segments. Premiums received up to the certificate Total Band 1 Premium will be allocated for the purpose of determining the applicable Band 1 Premium loads in the following order:

- 1) first to the Band 1 Premium of the most recently added Coverage Segment;
- 2) then to the Band 1 Premium of successively earlier Coverage Segments.

The premium load applied to any certificate Total Band 2 Premium received will equal the weighted average of the current Band 2 Premium loads. The premium load applied to any Premium received in excess of the sum of the certificate Total Band 1 Premium and certificate Total Band 2 Premiums will equal the weighted average of the Band 3 Premium Loads. These composite loads for each of Band 2 Premium and Band 3 Premium will be weighted according to the initial Face Amount for each Coverage Segment.

6 GRACE PERIOD AND LAPSE

If the Account Value less Certificate Debt on a Processing Date is not sufficient to cover the current deduction as described in Section 8, a grace period of 61 days from the date a notice is sent to You will be allowed for the Payment of sufficient Premium to keep Your certificate In Full Force.

At the start of the grace period, We will send notice to You at Your last known address and to any assignee of record. The notice will state the due date and the amount of Premium required for Your certificate to remain In Full Force. The minimum that must be received by the due date will be equal to the charges for a Processing Period (but not less than three times the charges for one month) as described in Section 8 and calculated as of the Processing Date when the deficiency occurred, plus the applicable Premium Load. Net Premiums We receive during the grace period will be applied to Your certificate according to Your most recent Subaccount Investment Option choices. There is no penalty for paying a Premium during the grace period. When Payment is received, any charges, which are past due and unpaid, will be deducted from the Account Value.

Your certificate will remain In Full Force during the grace period. If sufficient Premium is not paid by the end of the grace period, a lapse will occur. Upon lapse, the certificate will terminate with no value. If the Surviving Insured dies during the grace period, the Death Benefit Proceeds will be reduced by any overdue charges.

No Rider provisions will be in effect after the certificate ceases to be In Full Force.

7 ACCOUNT VALUE

The Account Value as of the end of any Valuation Period is the sum of (a) and (b) below where:

- (a) is the sum of the value of all Subaccounts. The value of each Subaccount is equal to the number of shares in such Subaccount at the end of the Valuation Period multiplied by the unit value of such Subaccount at the end of the Valuation Period.
- (b) is the amount of the Loan Account, as defined in Section 9.

7.1 NUMBER OF SHARES IN SUBACCOUNTS

When transactions are made that affect a Subaccount, dollar amounts are converted to number of shares. The number of shares for a transaction is determined by dividing the dollar amount of the transaction by the unit value of the Subaccount as of the end of the Valuation Period in which the transaction occurs.

The number of shares increases when:

- 1) any portion of a Net Premium is credited to that Subaccount;
- 2) transfers from other Subaccounts are credited to that Subaccount;
- 3) any portion of a loan is repaid and credited to that Subaccount.

The number of shares in a Subaccount decreases when:

- 1) any portion of a loan is taken from that Subaccount;
- 2) any portion of interest on the Certificate Debt is taken from that Subaccount;
- 3) any portion of the charges described in Section 8 is deducted from that Subaccount;
- 4) any portion of a partial withdrawal is made from that Subaccount; or
- 5) a transfer is made from that Subaccount to another Subaccount.

7.2 UNIT VALUE OF SUBACCOUNTS

The unit value will vary from Valuation Date to Valuation Date to reflect the investment performance of the underlying Portfolio in which the Subaccount invests. The unit value in any Subaccount is \$10.00 (ten dollars) on the first Valuation Date for the Subaccount. The unit value at the end of any subsequent Valuation Period is equal to the unit value at the end of the immediately preceding Valuation Period multiplied by the Net Investment Factor, defined below, for that Subaccount for that Valuation Period.

7.3 NET INVESTMENT FACTOR

The Net Investment Factor is determined for each Subaccount for each Valuation Period. The Net Investment Factor is calculated as 1 plus the quantity A divided by B, where:

- A is the amount of investment income and capital gains and losses (realized and unrealized) of the Portfolio; minus any amount charged against the Subaccount for taxes paid; and
- B is the total value of the Subaccount at the end of the prior Valuation Period.

8 CHARGES

On the Certificate Date and on every Processing Date before the Maturity Date, We will deduct, in order, N times each of the charges (a) through (d) from the Account Value, where:

N is the number of months in a Processing Period, as shown in Section 1.7; and

- (a) is the monthly per \$1000 charges for each Coverage Segment and the certificate fee as shown in Section 1.7.1;
- (b) is the Mortality & Expense Risk Charge as described below;
- (c) is the Cost of Insurance Charge as described below, including the charge for any ratings; and
- (d) is the charge for any riders included with this certificate.

On every Processing Date beginning on and after the Maturity Date, We will deduct N times the Mortality & Expense Risk Charge described below where N is the number of months in a Processing Period.

8.1 MORTALITY AND EXPENSE RISK CHARGE

The Mortality and Expense Risk Charge (M&E Risk Charge) is assessed to compensate Us for the risk We assume that mortality, expenses and other costs of providing Your certificate will be greater than estimated. Beginning on the Certificate Date and on every Processing Date thereafter, the M&E Risk Charge will be calculated as a percentage of the unloaned Account Value. The monthly percentage factor used is shown for each Coverage Segment year in Section 1.7.2. If there is more than one Coverage Segment In Full Force, the M&E Risk Charge percentage will be the weighted average of the rate for the current duration of each Coverage Segment. The average will be weighted by the initial Face Amounts of each Coverage Segment.

8.2 COST OF INSURANCE CHARGE

A Cost of Insurance Charge is deducted on the Certificate Date and each Processing Date for each Coverage Segment. The monthly Cost of Insurance Charge for each segment equals (1) times (2), where:

- 1) is the applicable monthly Cost of Insurance Rate on that date divided by 1,000, and
- 2) is the Net Amount at Risk on that date for that Coverage Segment.

Each Cost of Insurance Charge is deducted in advance of the insurance coverage to which it applies.

8.2.1 Cost of Insurance Rates

The Cost of Insurance Rates are based on a number of factors, including the each Insureds' Issue Age, Premium Class, sex, and the Coverage Segment duration. The current Cost of Insurance Rates will be determined by Us. These rates will not exceed the Guaranteed Maximum Monthly Cost of Insurance Rates shown in Section 1.8.

8.2.2 Net Amount at Risk

The total Net Amount at Risk is the amount determined by subtracting (a) from (b) where:

- (a) is the Account Value at the end of the immediately preceding Processing Period, or the Certificate Date if being determined on that Date, less the certificate fee, per \$1000 charges, and M&E Risk Charges due on the Certificate Date or Processing Date;
- (b) is the total Death Benefit as of the Certificate Date or Processing Date divided by one plus the equivalent of an annual effective interest rate of 4% for the number of months in the Processing Period.

When more than one Coverage Segment is in effect, the total Net Amount at Risk will be allocated first to the most recent Coverage Segment. Any excess of the total over the current Face Amount of that Coverage Segment is then allocated to the successively earlier Coverage Segments.

8.3 FACTORS SUBJECT TO CHANGE

Premium Load Percentages, Administrative Charges, Surrender Charge Factors, Cost of Insurance Rates, Mortality and Expense Risk Charge Rates, and Certificate Loan Factors may change from time to time subject to the maximums shown in Section 1. In deciding whether to change any of these charges, We will periodically consider factors such as Our expectations of future mortality rates, investment earnings, persistency experience, applicable federal, state, and local taxes, and operating expenses to see if a change in Our assumptions is needed. Changes in these factors will be by class. All changes will be determined only prospectively; that is, We will not recoup prior losses or distribute prior gains by means of these changes.

9 LOANS

You may borrow money from Us on receipt at Our Service Center of a completed form satisfactory to us, assigning the certificate as the only security for the loan.

Loans may be made if a Loanable Value is available and the certificate is not in a grace period as defined in Section 6. Each loan must be for at least \$1,000. We may defer loans as provided by law or as provided in Section 18. The request for a loan from an Exempt Subaccount must be received by Us no later than the Full Liquidity Notice Date for such Subaccount. The loan will then be processed as of the next Full Liquidity Date.

The total Loanable Value while the Certificate is In Full Force will be equal to (a) minus (b) where:

- (a) is the Cash Surrender Value;
- (b) is 12/N times the sum of all charges, described in Section 8, deducted from the Account Value for the processing period in which the loan is obtained where N is the number of months in a Processing Period.

The amount of current loan available will be the Loanable Value on the date of the loan less the amount of any existing Certificate Debt.

The amount of the loan will be removed from the Subaccounts specified in Your request. If no Subaccount is specified, the amount of the loan will be deducted in proportion to the value of Your certificate investment in each Non-Exempt Subaccount on the date such loan is made. If there is not enough value in the Non-Exempt Subaccounts, You must specify the Exempt Subaccount from which the balance of the loan will be removed. Any amounts removed from an Exempt Subaccount will be subject to the deferral provisions in Section 18.

For a certificate with only one Coverage Segment in effect, the effective annual rate of loan interest charged on Certificate Debt for any certificate year is as shown in Section 1.9. If there is more than one Coverage Segment in effect, the rate of loan interest charged will be the weighted average of the rate for the current duration of each Coverage Segment. The average will be weighted by the initial Face Amounts of each Coverage Segment. The loan interest charge will accrue daily and will be payable on each certificate anniversary and on the date the loan is settled.

The “net loan charge” is the excess of the current Certificate Debt over the current Loan Account on the certificate anniversary. If loan interest is not paid in cash when due, the net loan charge will be deducted from Subaccounts and transferred to the Loan Account according to the following priorities:

- First from any Non-Exempt Subaccounts You have designated for allocation of certificate charges, to the extent that current value is available.
- In the absence of such instructions, or if there is not enough value in the designated Subaccounts, the balance will be deducted in proportion to the value of Your current certificate investment in each Non-Exempt Subaccount on the date of the charge.
- If there is not enough value in all Non-Exempt Subaccounts, any remaining balance will be deducted from Exempt Subaccounts specified for certificate charges, or if none specified, in proportion to the value of Your current certificate investment in each Exempt Subaccount with the shortest Partial Liquidity Deferral Period.

When a loan is made, the amount of the loan will be transferred to the certificate’s Loan Account. Upon loan repayment, the Loan Account will be reduced by the amount of the repayment. The loan repayment will be allocated to the appropriate Subaccounts as stipulated in Your then current election of Subaccount Investment Options. The certificate’s Loan Account balance on any date other than a certificate anniversary is

- 1) The Loan Account on the prior Anniversary, plus
- 2) The amount of any additional loans since the anniversary; less
- 3) The amount of any loan repayments, including payment of loan interest in cash; plus
- 4) The amount of any interest credited at an effective annual interest rate shown in Section 1.9.

The certificate Loan Account balance on any certificate anniversary is equal to the Certificate Debt on such anniversary.

A loan may be repaid in full or in part at any time before the Surviving Insured’s death, and while the certificate is In Full Force. All Payments We receive will be treated as new Premiums unless designated as a loan repayment.

When excess indebtedness occurs, the certificate will terminate on the 61st day after the Notice Date if such excess has not been repaid by that day. “Excess indebtedness” is the amount, if any, by which Certificate Debt exceeds an amount equal to the Account Value less any applicable surrender charge. “Notice Date” is the date on which notice of excess indebtedness is mailed to You and any assignee of record with Us at the address last known to Us. The notice will specify how much needs to be paid to keep the certificate from terminating.

Certificate Loan Factors are the Annual Interest Crediting Rate for Loan Account, and the Annual Interest Rate Charged on Certificate Debt Balances. The current Certificate Loan Factors will be determined by Us from time to time. The Annual Interest Crediting Rate for Loan Account will never be less than the rate stated for the current certificate year in Section 1.9. The Annual Interest Rate Charged on Certificate Debt Balances will never be greater than the rate stated for the current certificate year in Section 1.9. We will notify You at the time a cash loan is made of the initial Annual Interest Rate Charged on Certificate Debt Balances. If You have any existing Certificate Debt, We will send You reasonable advance notice of any increase in the Annual Interest Rate Charged on Certificate Debt Balances. No certificate will terminate in a certificate year as the sole result of a change in the interest rate during that certificate year.

10 SURRENDERS AND WITHDRAWALS

10.1 SURRENDER

The “Net Cash Surrender Value” is the Cash Surrender Value less any Certificate Debt.

The “Cash Surrender Value” is the Account Value less any Surrender Charge.

Upon Written Request while either Insured is living You may surrender this certificate for its Net Cash Surrender Value. If all the Account Value is in Non-Exempt Subaccounts or the Loan Account, the certificate will terminate on the date the request is received. If a portion of the Account Value is in an Exempt Subaccount, the notice must be received by a Full Liquidity Notice Date, and the certificate will terminate on the next Full Liquidity Date. Surrender will be made in accordance with the Deferral of Payments provisions of Section 18.

If shown in Section 1.10, a Surrender Charge will be deducted from the Account Value upon surrender of the certificate. Each Coverage Segment will have a corresponding Surrender Charge. If there are multiple Coverage Segments and if there is a decrease in the Face Amount such decrease will be applied to Coverage Segments as described in Section 4.4.2. If there is a decrease in the Face Amount of a Coverage Segment, the Surrender Charge will not be applied as long as the Face Amount of the Coverage Segment immediately after the decrease is as least as great as the initial Face Amount for that Coverage Segment. If a decrease in Face Amount, including a decrease due to withdrawals, reduces the Face Amount of a Coverage Segment below the initial Face Amount for that Coverage Segment, a pro-rata Surrender Charge will be deducted from the Account Value. The pro-rata charge will equal the product of A times B, where:

A is the Surrender Charge Factor for the current Coverage Segment duration shown in 1.9; and

B is the initial Coverage Segment Face Amount (or, if there have been previous decreases in the Coverage Segment, the lowest face amount considered in computing the surrender charge for a previous decrease) minus the new Coverage Segment Face Amount.

10.2 WITHDRAWALS

You may request a withdrawal of part of the Net Cash Surrender Value. You may specify the Subaccounts from which the withdrawal will be taken. In the absence of such request, the amount of the withdrawal will be removed in proportion to the value of Your certificate investment in each Non-Exempt Subaccount on the date such withdrawal is made. Each withdrawal must be at least \$1,000. We may limit the number of withdrawals to 12 in a certificate year.

Withdrawals from Exempt Subaccounts will be permitted only on the following basis, because of the limited marketability of assets in such Exempt Funds:

- A withdrawal request must be made by a Partial Liquidity Notice Date. The withdrawal will then be made as of the next Partial Liquidity Date for the Subaccount.
- The maximum withdrawal as of a Partial Liquidity Date is equal to the certificate’s value in that Subaccount as of that date multiplied by the Partial Liquidity Factor for that Subaccount.

The payment of the withdrawn amount may be deferred in accordance with the Deferral of Payments provisions of Section 18.

All amounts withdrawn will be subtracted from Your Account Value. Further, Your Death Benefit will be affected as follows, depending on the Death Benefit Option in effect:

- Death Benefit Option A - the Face Amount will be reduced by the amount necessary so that the Net Amount at Risk as described in Section 8.2.2 is no greater than the Net Amount at Risk immediately before the withdrawal.
- Death Benefit Option B - the Death Benefit will only be affected to the extent that the Account Value will be reduced by all amounts withdrawn. Withdrawals will not affect the Face Amount.

Your Death Benefit will continue to be determined in accordance with Section 4, subject to these provisions.

11 BASIS OF COMPUTATIONS

Minimum surrender values, reserves and net single premiums referred to in the certificate, if any, are computed on the basis of the Mortality Tables, shown in Section 1, with percentage ratings, if applicable, and based on the Premium Class of each Insured on the Certificate Date. The computations are made using the Computation Interest Rate shown in Section 1 and using continuous functions.

The Account Value while the certificate is In Full Force is computed as described in Section 7. A detailed statement of the method of computation of values has been filed with insurance supervisory officials of the jurisdiction in which this certificate has been delivered. The values are not less than the minimum values under the law of that jurisdiction. Any values, reserves and Premiums applicable to any rider for an additional benefit shall be specified in the rider and have no effect in determining the values available under the provisions of this Section 11.

12 THE SEPARATE ACCOUNT

The assets of any Separate Account are the property of the Company. They shall be available to cover liabilities of Our general account only to the extent that the assets of the Separate Account exceed the liabilities of the Separate Account arising under the variable life insurance policies supported by the Separate Account.

The Separate Account is divided into several divisions called Subaccounts. Each Subaccount invests in shares of the corresponding Underlying Portfolio. The investment performance of a certificate depends on the performance of the corresponding Underlying Portfolios for the Subaccounts chosen. The income, gains, or losses, realized or unrealized, are credited to or charged against the assets held in the Separate Account without regard to the Company's other income, gains, or losses.

When permitted by law, and subject to any required notice to You and approval by regulatory authorities or certificate owners, We have the right to make the following changes:

- Establish additional Subaccounts;
- Substitute new Subaccounts;
- Merge existing Subaccounts;
- Eliminate Subaccounts;
- Close existing Subaccounts to new investments;

- Change the investment certificate of a Subaccount;
- Register or de-register a Separate Account under the Investment Company Act of 1940; and
- Change the name of a Separate Account.

We may operate a Separate Account as a managed investment company or a unit investment trust, or in any other form permitted by law, either registered or exempt from registration under the Investment Company Act of 1940.

If any change results in a material change in the Underlying Portfolios corresponding to the Subaccounts to which the Account Value for this certificate is allocated, We will notify You of such change. You may then make a new election under the Allocation to Subaccounts Provision.

13 ALLOCATION TO SUBACCOUNTS

The assets of the Subaccounts will be invested in shares of corresponding Portfolios. The Portfolios will be valued at the end of each Valuation Period at a fair value in accordance with applicable law. We will deduct liabilities attributable to a Subaccount when determining the value of a Subaccount. The Portfolios available on the Certificate Date are shown in the application.

13.1 INITIAL PREMIUM ALLOCATION

All Net Premiums credited to the Account Value prior to the end of the Right to Cancel period, as shown on page 1, will automatically be invested in the Money Market Portfolio. On the 5th day after the end of the Right to Cancel period, We will reallocate the amount in the Money Market Portfolio in accordance with the Subaccount Investment Options, as chosen by You and shown in the application for this certificate.

13.2 FUTURE PREMIUM AND CHARGE ALLOCATIONS

We will allocate future Net Premiums and other credits among the Subaccounts in accordance with Your election of Subaccount Investment Options. You may elect to change the Subaccount Investment Options chosen at any time. A change will apply to Premiums received by Us after the day in which We receive notice satisfactory to us. We may limit the number and frequency of such changes to no more than one during a Valuation Period nor more than 12 in a certificate year. All percentages must be expressed as whole numbers. The minimum percentage that may be allocated to any Subaccount and the maximum number of Subaccounts in which assets may be held will be subject to Our administrative rules in effect at the time of election.

We will allocate any charges under Section 8 to the Subaccounts You specify. In the absence of specific instructions, or if there is insufficient value in the designated Subaccounts, We will allocate charges among Non-Exempt Subaccounts in proportion to the value of Your certificate investment in each Non-Exempt Subaccount on the date of the charge. If there is not enough value in all Non-Exempt Subaccounts, any remaining charge will be deducted from Your current certificate investment in the Exempt Subaccount with the shortest Partial Liquidity Deferral Period.

13.3 TRANSFERS

You may elect to transfer assets held in the Subaccounts to any other Subaccount without charge. We may limit the number and frequency of such transfers to no more than one during a Valuation Period nor more than 12 in a certificate year. A transfer will be effective at the end of the Valuation Period in which We receive notice satisfactory to Us at Our Service Center. However, Subaccount transfers will not be made if the certificate is in a grace period.

We may also restrict the number, timing and amount of transfers in accordance with Our rules if Your transfer activity is determined by Us to be disruptive to the investment option or to the disadvantage of other Certificate Owners. We may prohibit transfer requests made by an individual acting under a power of attorney on behalf of more than one Certificate Owner.

13.4 SPECIAL CONSIDERATIONS FOR ALLOCATIONS TO EXEMPT FUNDS

Net Premiums and Subaccount transfer requests to be allocated to an Exempt Subaccount will only be processed on an Investment Date for such Fund. To be processed on that date, We must receive the following:

- 1) Notice no later than the Investment Notice Date of the amount of new Premium or transfer intended to be allocated; and
- 2) Receipt of new Premium by the Investment Date.

Transfers out of an Exempt Subaccount will also be subject to the limitations on timing and amount described in Section 18.

14 ANNUAL REPORT TO CERTIFICATE OWNER

While the certificate is In Full Force, We will annually furnish a statement to the Certificate Owner which shows:

- 1) The Death Benefit, in accordance with the Death Benefit Option elected, and the Account Value, all as of the date of the report;
- 2) Payments received and charges made since the last report;
- 3) Withdrawals since the last report;
- 4) Loan information; and
- 5) Any other information required by state law and regulation.

15 REINSTATEMENT

If the certificate lapses under Section 6, it may be reinstated within 3 years after the beginning of the grace period.

The date of reinstatement is the date on which We determine that all 3 requirements below have been satisfied:

- (1) Receipt of a written application for reinstatement.
- (2) Receipt of evidence of insurability of both Insureds satisfactory to us.
- (3) Receipt of a Payment which, after deduction of all applicable Premium Loads listed in Section 1.6 is at least equal to the sum of (i) all charges described in Section 8 that were unpaid on the date of lapse; plus (ii) the total of all Section 8 charges for the Processing Period (but not less than three certificate months) next following the date of reinstatement.

Requirements (2) and (3) above must be satisfied within 60 days after the date We receive the application for reinstatement.

On the date of reinstatement (i) the Death Benefit of the certificate will be the same as if no lapse had occurred and (ii) the certificate will have a Loan Account equal to any Loan Account at the end of the day immediately preceding the date of reinstatement.

The Account Value on the date of reinstatement will be the Account Value on the date of lapse plus the Net Premium received in connection with the reinstatement less the sum of all Section 8 charges that were unpaid on the date of lapse. The Surrender Charges on the date of reinstatement will be equal to any Surrender Charges applicable as of the current duration of the reinstated certificate and Coverage Segments.

16 CERTIFICATE OWNER AND BENEFICIARY

16.1 CERTIFICATE OWNER

The Certificate Owner is as shown in the Certificate Specifications or in a later Written Request. If there are two or more Certificate Owners, they will own this certificate as joint tenants with right of survivorship. You shall have the sole and absolute power to exercise all rights and privileges without the consent of any other person unless You provide otherwise by Written Request. All rights of the Certificate Owner are subject to the rights of any recorded assignee and any irrevocable beneficiary, as further described below.

16.2 ASSIGNMENT

There are certain restrictions and limitations relating to transferability of this certificate because it is being issued without registration under the Securities Act of 1933 in reliance on an exemption from registration under Section 4(2) and Regulation D of the Act. You may not assign, sell, or transfer it without Our prior consent. A request for assignment or transfer must be in writing on a form that meets Our needs. An assignment will take place only when accepted and recorded at Our Service Center. When recorded, the assignment will take effect as of the date the Written Request was signed. Any rights created by the assignment will be subject to any payments made or actions taken by Us before the change is recorded. We will not be responsible for the validity of any assignment.

16.3 BENEFICIARY

The beneficiary is named by You in the application to receive the Death Benefit Proceeds. The interest of any beneficiary will be subject to any assignment. If You have named a contingent beneficiary, that person becomes the beneficiary if the beneficiary dies before the Surviving Insured.

The interest of a beneficiary who does not survive to receive payment will pass to the surviving beneficiaries in proportion to their share in the proceeds, unless otherwise provided. If no beneficiaries survive to receive payment, the Death Benefit Proceeds will pass to the Certificate Owner, or the Certificate Owner's estate if the Certificate Owner does not survive to receive payment.

16.4 CHANGES

While either Insured is alive, You may change the Certificate Owner and Beneficiary by Written Request on a form that meets Our needs. You may also revoke any change of Certificate Owner prior to its effective date by Written Request. You may designate an irrevocable beneficiary whose rights under the certificate cannot be changed without his or her consent.

No change or revocation will take effect unless We acknowledge receipt of the notice. If such acknowledgment occurs, then (i) a change of Beneficiary will take effect on the date the notice is signed, and (ii) a change or a revocation of Certificate Owner will take effect as of the date specified in the notice, or if no such date is specified, on the date the notice is signed. A change or revocation will take effect whether or not You or the Surviving Insured is alive on the date We acknowledge receipt. A change or revocation will be subject to the rights of any assignee of record with Us and subject to any payment made or other action taken by Us before We acknowledge receipt.

17 RIGHT TO CONVERT TO A GENERAL ACCOUNT POLICY

At any time within two years from the Certificate Date, You may elect to exchange this certificate for an individual general account survivorship universal life policy sold by Us that contains minimum interest rate guarantees and does not allow allocations to a Separate Account. Such policy will be issued on the basis of each Insured's Age at the time of the exchange, each Insured's original Premium Class, and the duration of this certificate at the time of the exchange. The provisions determining the effective date of the exchange are the same as those that apply to the effective date of a surrender as described in Section 10. Any portion of the Account Value that is in an Exempt Subaccount as of the date of the exchange will be applied to the new policy when it becomes available under Section 18.

18 DEFERRAL OF DETERMINATIONS AND PAYMENTS

During any period when the New York Stock Exchange is closed for trading (except for normal holiday closings) or when the Securities and Exchange Commission ("the SEC") has determined that a state of emergency exists which may make payment impractical, or the SEC by order permits postponement for the protection of Our certificateholders, We reserve the right to do the following:

- (1) To defer determination of the Account Value, and if such determination has been deferred, to defer:
 - (a) determination of the loanable value as defined in Section 9 as of the end of the day We receive the loan application at Our Service Center, and payment of the loan; and
 - (b) payment or application of any Death Benefit Proceeds.
- (2) To defer determination, application, processing or payment of a Surrender Value or any other certificate transaction dependent upon Account Value.

Additional deferrals may apply to payment of Account Values allocated to Exempt Subaccounts, because of restricted marketability of assets in the Underlying Portfolios.

- (1) For certificate surrenders, payment of an Exempt Subaccount value less the Liquidity Reserve Value will be made no later than the Full Liquidity Deferral Period following the Full Liquidity Date on which the surrender is effective. The Liquidity Reserve Value is no greater than the Liquidity Reserve Factor for such Subaccount times the value of the certificate investment in the Subaccount. The final payment of the Liquidity Reserve Value may be deferred until a date no later than three months after the calendar year end coinciding with or following the surrender date. The payment at that time may be greater than or less than the initially estimated amount, based on the audited results of the Underlying Portfolio.
- (2) For certificate loans, values from an Exempt Subaccount less the Liquidity Reserve Value, as defined above, will be paid no later than the Full Liquidity Deferral Period following the Full Liquidity Date on which the loan is effective. The final payment of the Liquidity Reserve Value may be deferred until a date no later than three months after the calendar year end coinciding with or following the loan request date. The payment at that time may be greater or less than the initially estimated amount based on the audited results of the Underlying Portfolio.
- (3) For withdrawals or transfers to a different Subaccount, payment from an Exempt Subaccount will be made no later than the Partial Liquidity Deferral Period following the Partial Liquidity Date on which the withdrawal or transfer is effective.
- (4) For payment of Death Benefit Proceeds, payment from an Exempt Subaccount will be made no later than the Full Liquidity Deferral Period following the Full Liquidity Date following the date We receive due proof of the Surviving Insured's death.

Except as provided in this provision We will make payment of the Death Benefit, any Net Cash Surrender Value, any withdrawal, or any loan amount within 7 days of the date it becomes payable.

19 CLAIMS OF CREDITORS

The proceeds and any income payments under the certificate 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 written agreement.

20 INCONTESTABILITY

This certificate, except any provision for reinstatement or certificate change requiring evidence of insurability, shall be incontestable after it has been In Full Force during the lifetime of each Insured for two years from its Certificate Date, unless fraud is involved and except for certificate termination under Section 9 or certificate lapse under Section 6.

A reinstatement and any certificate change requiring evidence of insurability shall be incontestable after it has been In Full Force during the lifetime of each Insured for two years from the effective date of such reinstatement or certificate change, unless fraud is involved and except for certificate termination under Section 9 or certificate lapse under Section 6.

Any new Coverage Segment as described in Section 4.4 shall be incontestable after it has been In Full Force during the lifetime of each Insured for two years from the effective date of such Coverage Segment, unless fraud is involved and except for certificate termination under Section 9 or certificate lapse under Section 6.

Any Premium Payment which We accept under Section 5 subject to insurability shall be considered a certificate change for purposes of this Section. Any increase in the Death Benefit resulting from such Payment shall be incontestable after it has been In Full Force during the lifetime of each Insured for two years from the effective date of such increase in the Death Benefit.

We will mail You a reminder that You must give Us due proof of death when the death of the first Insured to die occurs any time while the certificate is In Full Force. Failure to inform Us of the death of an Insured that occurred during a period when coverage under this certificate was contestable will not avoid a contest if We have a basis for one.

21 MISSTATEMENTS

If the Age or sex of either Insured has been misstated, We will adjust the Face Amount, and every other benefit payable upon death to that which would have been purchased at the correct Age or sex by the most recent Cost of Insurance charge deducted under Section 8.

22 SUICIDE EXCLUSION

If an Insured commits suicide, while sane or insane, within 2 years from the Certificate Date, the certificate 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 Certificate Debt on the date of death and less any withdrawals under Section 10. Coverage under the certificate and all riders will then terminate. However, if there is a Surviving Insured, We will make a new single life certificate available on the life of that Surviving Insured. The Face Amount, issue age, Certificate Date, original Premium Class, and duration will be the same as this certificate.

If an Insured commits suicide, while sane or insane, after 2 years from the Certificate Date and within 2 years of the effective date of a new Coverage Segment, or of an increase in any other benefit, and there is a Surviving Insured, no Death Benefit will be payable for the new Coverage Segment. The new Coverage Segment or other increase will be cancelled and values and charges for this certificate will be adjusted to

what they would have been if such increase had not been made. If there is no Surviving Insured, We will make a limited payment to the beneficiary for the new Coverage Segment or other increase (in place of the stated benefits of such increase). This payment will equal the Cost of Insurance and any other applicable charges deducted for such Coverage Segment or such increase.

If an Insured commits suicide, while sane or insane, after 2 years from the Certificate Date and within 2 years from the effective date of any increase in the Death Benefit resulting from any Payment of Premium for which We required evidence of insurability under Section 5, and there is a Surviving Insured, no Death Benefit will be payable for such increase. The increase in the Death Benefit will be cancelled and the Premium refunded to You less any amount required to keep this certificate in force. If there is no Surviving Insured, the benefits payable under the certificate will not include the amount of such Death Benefit increase but will include the amount of such Premium.

23 THE CERTIFICATE

This certificate is a summary of the Group Contract. No part of the Group Contract will invalidate or impair any right granted to You by this certificate.

The written application for the certificate is attached at issue. Additional Written Requests or applications for certificate changes or acceptance of excess Payment under Section 5 may be submitted to Us after issue and such additional requests or applications will become part of the certificate. 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 applicant or an Insured to defend a claim under the certificate unless it is in a written application. Certificate years, certificate months, and certificate anniversaries are measured from the Certificate Date.

Any reference in this certificate to a date means a calendar day ending at midnight local time at Our Service Center.

We reserve the right to make any changes necessary in order to keep this certificate in compliance with any changes in federal or state tax laws. Other changes in this certificate may be made by agreement between the Group Contractholder and Us with Your consent. 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 certificate, or to extend credit or to make an agreement for us.

24 SETTLEMENT PROVISIONS

In place of a single payment, an amount of \$2,000 or more payable under the certificate as a benefit or as the Surrender Value may be left with us, under the terms of a supplementary agreement. The agreement will be issued when the proceeds are applied through the choice of any one of the options below, or any additional options We, in Our sole discretion, may make available after issue. We shall at least annually declare the rate of interest or amount of payment for each option. Such declaration shall be effective until the date specified in the next declaration.

24.1 OPTIONAL METHODS OF SETTLEMENT

Option 1—Interest income at the declared rate but not less than 3.5% a year on proceeds held on deposit. The proceeds may be paid or withdrawn in whole or in part at any time as elected.

Option 2A—Income of a Specified Amount, with payments each year totaling at least 1/12th of the proceeds, until the proceeds plus interest is paid in full. We will credit interest on unpaid balances at the declared rate but not less than 3.5% a year.

Option 2B— Income for a Fixed Period with each payment as declared but not less than that shown in the Table for Option 2B.

Option 3— Life Income with Payments for a Guaranteed Period, with each payment as declared but not less than that shown in the Table for Option 3. If the Payee dies within that period, We will pay the present value of the remaining payments. In determining present value, We will use the same interest rate used to determine the payments for this option.

Option 4— Life Income without Refund at the death of the Payee of any part of the proceeds applied. The amount of each payment shall be as declared but not less than that shown in the Table for Option 4.

Option 5— Life Income with Cash Refund at the death of the Payee of the amount, if any, equal to the proceeds applied less the sum of all income payments made. The amount of each payment shall be as declared but not less than that shown in the Table for Option 5.

You may choose an option by written notice to us: (a) while either Insured is alive; and (b) before the proceeds become payable. If You have made no effective choice, the Payee may make one by written notice within: (a) 6 months after the death of the Surviving Insured; or (b) 2 months after the date on which the proceeds, if any, are payable in any case except death.

No choice of an option may provide for payments of less than \$50.00. The first payment will be payable as of the date the proceeds are applied, except that under Option 1 it will be payable at the end of the first payment interval.

The Payee under an option shall be the Certificate Owner, if living, and otherwise the Beneficiary.

No option may be chosen without Our consent if the proceeds are payable: (1) in any case, except death, before the certificate has been In Full Force on the same plan for at least 5 years; or (2) in any case to an executor, administrator, trustee, corporation, partnership, association, or assignee.

A Payee may, by written notice, name and change a Contingent Payee to receive any final amount that would otherwise be payable to the Payee's estate.

24.2 TABLE FOR SETTLEMENT OPTIONS 2B, 3, 4, AND 5

(Monthly payments for each \$1,000 of proceeds applied)

Option 2B Income for a Fixed Period		Age of Payee at Birthday Nearest Date of First Payment	Option 3 Life Income with Guaranteed Period		Option 4 Life Income without Refund	Option 5 Life Income with Cash Refund
Period of Years	Payment		10 Years	20 Years		
1	84.46	40	3.53	3.50	3.54	3.46
2	42.86	41	3.57	3.54	3.58	3.50
3	28.99	42	3.62	3.58	3.63	3.54
4	22.06	43	3.66	3.62	3.68	3.58
5	17.91	44	3.77	3.66	3.73	3.62
6	15.14	45	3.76	3.71	3.78	3.66
7	13.16	46	3.82	3.75	3.83	3.71
8	11.68	47	3.87	3.80	3.89	3.75
9	10.53	48	3.93	3.85	3.95	3.80
10	9.61	49	3.99	3.90	4.02	3.85
11	8.86	50	4.05	3.95	4.08	3.91
12	8.24	51	4.12	4.01	4.15	3.96
13	7.71	52	4.19	4.06	4.22	4.02
14	7.26	53	4.26	4.12	4.30	4.08
15	6.87	54	4.34	4.18	4.38	4.15
16	6.53	55	4.42	4.24	4.47	4.21
17	6.23	56	4.50	4.31	4.56	4.28
18	5.96	57	4.59	4.37	4.66	4.36
19	5.73	58	4.69	4.44	4.76	4.44
20	5.51	59	4.79	4.50	4.87	4.52
21	5.32	60	4.89	4.57	4.99	4.60
22	5.15	61	5.00	4.64	5.11	4.69
23	4.99	62	5.12	4.71	5.25	4.78
24	4.84	63	5.24	4.77	5.39	4.88
25	4.71	64	5.37	4.84	5.54	4.99
26	4.59	65	5.50	4.91	5.70	5.09
27	4.47	66	5.64	4.97	5.87	5.21
28	4.37	67	5.79	5.03	6.06	5.33
29	4.27	68	5.94	5.09	6.26	5.46
30	4.18	69	6.10	5.14	6.47	5.59
Annual, Semi- annual, or quarterly payments under Option 2B are 11.839, 5.963, and 2.993 respectively times the monthly payments.		70	6.27	5.19	6.69	5.73
		71	6.44	5.24	6.94	5.88
		72	6.61	5.28	7.20	6.04
		73	6.79	5.32	7.48	6.20
		74	6.98	5.36	7.79	6.38
		75	7.16	5.38	8.11	6.56
		76	7.35	5.41	8.47	6.75
		77	7.54	5.43	8.84	6.96
		78	7.72	5.45	9.25	7.17
		79	7.91	5.46	9.69	7.39
		80	8.08	5.48	10.17	7.64
		81	8.25	5.49	10.68	7.88
		82	8.41	5.49	11.23	8.13
		83	8.56	5.50	11.82	8.43
		84	8.71	5.50	12.46	8.70
		85 & over	8.83	5.51	13.14	8.99

Options 3, 4 and 5 are available only at the ages as shown.

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



Communications about this policy may be sent to the Magnastar Service Center, which is at P. O. Box 724567, Atlanta, GA 31139. The toll-free number is 1-877-297-6349.

SURVIVORSHIP VARIABLE LIFE INSURANCE CERTIFICATE

The Death Benefit Proceeds are payable at the death of the Surviving Insured.

This is a Flexible Premium Variable Universal Life Insurance Certificate.

Flexible premiums are payable to the earlier of the Surviving Insured's death or the Maturity Date.

The Face Amount is adjustable.

Benefits, Premiums, and the Premium Class are shown in the Certificate Specifications.

This is a Nonparticipating certificate.

1 CERTIFICATE SPECIFICATIONS

Insured #1	[John Doe]	Insured #2	[Mary Doe]
Issue Age	[55]	Issue Age	[55]
Sex	[Male]	Sex	[Female]
Premium Class	[Standard] [Non-Tobacco User]	Premium Class	[Standard] [Non-Tobacco User]
Certificate Owner at Issue	[John Doe]		
Certificate Number	[U1 00 000 000]		
Certificate Date	[March 1, 2009]		
Group Contract Number	[9-000001]		
Maturity Date	[March 1, 2075]		
Mortality Table	Commissioners 2001 Standard Ordinary Mortality Table		
Computation Interest Rate	[4%] a year		

1.1 Death Benefit

Total Face Amount at Issue	[\$50,000,000] See Section 1.5 for scheduled changes in future years
Death Benefit Option at Issue	[Option A]
Definition of Life Insurance Elected	[Cash Value Accumulation Test]
Minimum Face Amount	[\$50,000]

1.2 Premiums

Planned Premium	[\$2,399,000.00] per year for Policy Years [1 through 7]
Billing Interval	[Annually] beginning on the Policy Date
Band 1 Premium	the first [\$2,399,000.00] paid per year
Band 2 Premium	the next [\$5,000,000.00] paid per year
Minimum Initial Premium	[\$96,248]

1.3 Summary of Additional Coverages in Effect

[Include Riders actually selected]

Type	Form #	Description	Effective Date
[Individual Term Rider		Additional scheduled death benefit amounts on the life of the named rider insured.]	[1/1/09]
[Survivorship Term Rider		Additional scheduled death benefit amounts on the life of the surviving insured.]	[1/1/09]
[Split Option Rider		Split the policy (and any joint riders) into 2 individual policies upon the occurrence of certain events.]	[1/1/09]

The Group Contract and this Certificate have not been and will not be registered with the Securities and Exchange Commission under the Securities Act of 1933, and is "restricted" as contemplated by Regulation D under the Securities Act of 1933 as amended. The Certificate may not be sold or otherwise transferred except as permitted under the 1933 Act and, further, subject to Our prior consent.

1.4 *Separate Accounts*

[Separate Account X]
[Separate Account Y]

1.5 *Scheduled Face Amount for Coverage Segment 1*

Certificate Year	Face Amount	Certificate Year	Face Amount
1	[50,000,000.00]	39	[50,000,000.00]
2	[50,000,000.00]	40	[50,000,000.00]
3	[50,000,000.00]	41	[50,000,000.00]
4	[50,000,000.00]	42	[50,000,000.00]
5	[50,000,000.00]	43	[50,000,000.00]
6	[50,000,000.00]	44	[50,000,000.00]
7	[50,000,000.00]	45	[50,000,000.00]
8	[50,000,000.00]	46	[50,000,000.00]
9	[50,000,000.00]	47	[50,000,000.00]
10	[50,000,000.00]	48	[50,000,000.00]
11	[50,000,000.00]	49	[50,000,000.00]
12	[50,000,000.00]	50	[50,000,000.00]
13	[50,000,000.00]	51	[50,000,000.00]
14	[50,000,000.00]	52	[50,000,000.00]
15	[50,000,000.00]	53	[50,000,000.00]
16	[50,000,000.00]	54	[50,000,000.00]
17	[50,000,000.00]	55	[50,000,000.00]
18	[50,000,000.00]	56	[50,000,000.00]
19	[50,000,000.00]	57	[50,000,000.00]
20	[50,000,000.00]	58	[50,000,000.00]
21	[50,000,000.00]	59	[50,000,000.00]
22	[50,000,000.00]	60	[50,000,000.00]
23	[50,000,000.00]	61	[50,000,000.00]
24	[50,000,000.00]	62	[50,000,000.00]
25	[50,000,000.00]	63	[50,000,000.00]
26	[50,000,000.00]	64	[50,000,000.00]
27	[50,000,000.00]	65	[50,000,000.00]
28	[50,000,000.00]	66	[50,000,000.00]
29	[50,000,000.00]	67	[50,000,000.00]
30	[50,000,000.00]	68	[50,000,000.00]
31	[50,000,000.00]	69	[50,000,000.00]
32	[50,000,000.00]	70	[50,000,000.00]
33	[50,000,000.00]	71	[50,000,000.00]
34	[50,000,000.00]	72	[50,000,000.00]
35	[50,000,000.00]	73	[50,000,000.00]
36	[50,000,000.00]	74	[50,000,000.00]
37	[50,000,000.00]	75	[50,000,000.00]
38	[50,000,000.00]	76	[50,000,000.00]

1.6 Certificate Charges Deducted From Premium Payments

The Maximum Guaranteed Percent of Premium Charge is equal to the sum of:

1. The Guaranteed Maximum Sales Load Percentage as shown in the table below; plus
2. [1.25]% DAC Tax; plus
3. [2.50]% State Premium Tax.

Coverage Segment Year	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 1 Premiums	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 2 Premiums	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 3 Premiums	[Guaranteed Maximum Processing Fee Per Each Premium Payment]
1	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
2	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
3	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
4	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
5	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
6	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
7	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
8	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
9	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
10	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
11	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
12	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
13	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
14	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
15	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
16	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
17	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
18	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
19	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
20	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
21	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
22	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
23	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
24	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
25	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
26	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
27	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
28	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
29	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
30	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
31	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
32	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
33	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
34	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
35	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
36	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
37	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]

Coverage Segment Year	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 1 Premiums	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 2 Premiums	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 3 Premiums	[Guaranteed Maximum Processing Fee Per Each Premium Payment]
38	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
39	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
40	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
41	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
42	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
43	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
44	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
45	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
46	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
47	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
48	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
49	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
50	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
51	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
52	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
53	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
54	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
55	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
56	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
57	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
58	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
59	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
60	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
61	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
62	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
63	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
64	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
65	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
66	[5.26%]	[5.26%]	[5.26%]	\$ [5.00]
67	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
68	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
68	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
69	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
70	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
71	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
72	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
73	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
74	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
75	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]
76	[5.26%]	[5.26%]	[2.53%]	\$ [5.00]

The application of these loads is described further in Section 5.

1.7 Deductions from Account Value

Processing Period every [1] month[s]

1.7.1 Guaranteed Maximum Administrative Charges

Coverage Segment Year	Monthly Certificate Fee ⁽¹⁾	Monthly Charge per \$1000 of Initial Face Amount	Coverage Segment Year	Monthly Certificate Fee ⁽¹⁾	Monthly Charge per \$1000 of Initial Face Amount
1	[\$10.00]	[0.06801]	34	[\$10.00]	[0.02647]
2	[\$10.00]	[0.06801]	35	[\$10.00]	[0.02647]
3	[\$10.00]	[0.06801]	36	[\$10.00]	[0.02647]
4	[\$10.00]	[0.06801]	37	[\$10.00]	[0.02647]
5	[\$10.00]	[0.06801]	38	[\$10.00]	[0.02647]
6	[\$10.00]	[0.06801]	39	[\$10.00]	[0.02647]
7	[\$10.00]	[0.06801]	40	[\$10.00]	[0.02647]
8	[\$10.00]	[0.06801]	41	[\$10.00]	[0.02647]
9	[\$10.00]	[0.06801]	42	[\$10.00]	[0.02647]
10	[\$10.00]	[0.06801]	43	[\$10.00]	[0.02647]
11	[\$10.00]	[0.02647]	44	[\$10.00]	[0.02647]
12	[\$10.00]	[0.02647]	45	[\$10.00]	[0.02647]
13	[\$10.00]	[0.02647]	46	[\$10.00]	[0.02647]
14	[\$10.00]	[0.02647]	47	[\$10.00]	[0.02647]
15	[\$10.00]	[0.02647]	48	[\$10.00]	[0.02647]
16	[\$10.00]	[0.02647]	49	[\$10.00]	[0.02647]
17	[\$10.00]	[0.02647]	50	[\$10.00]	[0.02647]
18	[\$10.00]	[0.02647]	51	[\$10.00]	[0.02647]
19	[\$10.00]	[0.02647]	52	[\$10.00]	[0.02647]
20	[\$10.00]	[0.02647]	53	[\$10.00]	[0.02647]
21	[\$10.00]	[0.02647]	54	[\$10.00]	[0.02647]
22	[\$10.00]	[0.02647]	55	[\$10.00]	[0.02647]
23	[\$10.00]	[0.02647]	56	[\$10.00]	[0.02647]
24	[\$10.00]	[0.02647]	57	[\$10.00]	[0.02647]
25	[\$10.00]	[0.02647]	58	[\$10.00]	[0.02647]
26	[\$10.00]	[0.02647]	59	[\$10.00]	[0.02647]
27	[\$10.00]	[0.02647]	60	[\$10.00]	[0.02647]
28	[\$10.00]	[0.02647]	61	[\$10.00]	[0.02647]
29	[\$10.00]	[0.02647]	62	[\$10.00]	[0.02647]
30	[\$10.00]	[0.02647]	63	[\$10.00]	[0.02647]
31	[\$10.00]	[0.02647]	64	[\$10.00]	[0.02647]
32	[\$10.00]	[0.02647]	65	[\$10.00]	[0.02647]
33	[\$10.00]	[0.02647]	66	[\$10.00]	[0.02647]
34	[\$10.00]	[0.06801]	34	[\$10.00]	[0.02647]
35	[\$10.00]	[0.06801]	35	[\$10.00]	[0.02647]
36	[\$10.00]	[0.06801]	36	[\$10.00]	[0.02647]
37	[\$10.00]	[0.06801]	37	[\$10.00]	[0.02647]
38	[\$10.00]	[0.06801]	38	[\$10.00]	[0.02647]

⁽¹⁾ Certificate fee applies only to initial Coverage Segment

1.7.2 Monthly rates for mortality and expense risk charges

Guaranteed maximum monthly rates as a percentage of unloaned Account Value

Coverage Segment Year	Mortality and Expense Risk Charge Rate	Coverage Segment Year	Mortality and Expense Risk Charge Rate
1	[0.0540%]	34	[0.0540%]
2	[0.0540%]	35	[0.0540%]
3	[0.0540%]	36	[0.0540%]
4	[0.0540%]	37	[0.0540%]
5	[0.0540%]	38	[0.0540%]
6	[0.0540%]	39	[0.0540%]
7	[0.0540%]	40	[0.0540%]
8	[0.0540%]	41	[0.0540%]
9	[0.0540%]	42	[0.0540%]
10	[0.0540%]	43	[0.0540%]
11	[0.0540%]	44	[0.0540%]
12	[0.0540%]	45	[0.0540%]
13	[0.0540%]	46	[0.0540%]
14	[0.0540%]	47	[0.0540%]
15	[0.0540%]	48	[0.0540%]
16	[0.0540%]	49	[0.0540%]
17	[0.0540%]	50	[0.0540%]
18	[0.0540%]	51	[0.0540%]
19	[0.0540%]	52	[0.0540%]
20	[0.0540%]	53	[0.0540%]
21	[0.0540%]	54	[0.0540%]
22	[0.0540%]	55	[0.0540%]
23	[0.0540%]	56	[0.0540%]
24	[0.0540%]	57	[0.0540%]
25	[0.0540%]	58	[0.0540%]
26	[0.0540%]	59	[0.0540%]
27	[0.0540%]	60	[0.0540%]
28	[0.0540%]	61	[0.0540%]
29	[0.0540%]	62	[0.0540%]
30	[0.0540%]	63	[0.0540%]
31	[0.0540%]	64	[0.0540%]
32	[0.0540%]	65	[0.0540%]
33	[0.0540%]	66	[0.0540%]

1.8 Cost of Insurance Rates

Guaranteed Maximum Monthly Rates per \$1,000 of Net Amount at Risk⁽²⁾

Coverage Segment Year	Beginning of Year Age ¹ #1/#2	Monthly Cost of Insurance Rate	Coverage Segment Year	Beginning of Year Age ¹ #1/#2	Monthly Cost of Insurance Rate
1	55/55	[0.00262]	40	94/94	[16.68130]
2	56/56	[0.00898]	41	95/95	[18.93312]
3	57/57	[0.01721]	42	96/96	[21.11854]
4	58/58	[0.02733]	43	97/97	[23.46136]
5	59/59	[0.03962]	44	98/98	[24.19533]
6	60/60	[0.05471]	45	99/99	[25.71474]
7	61/61	[0.07346]	46	100/100	[27.93969]
8	62/62	[0.09673]	57	101/101	[30.29503]
9	63/63	[0.12503]	58	102/102	[32.98910]
10	64/64	[0.15884]	59	103/103	[36.08362]
11	65/65	[0.19885]	50	104/104	[39.65075]
12	66/66	[0.24534]	51	105/105	[43.71450]
13	67/67	[0.29894]	52	106/106	[48.13008]
14	68/68	[0.36160]	53	107/107	[52.93694]
15	69/69	[0.43329]	54	108/108	[58.09590]
16	70/70	[0.51880]	55	109/109	[63.84209]
17	71/71	[0.61997]	56	110/110	[70.17493]
18	72/72	[0.74503]	57	111/111	[76.79231]
19	73/73	[0.88888]	58	112/112	[83.33333]
20	74/74	[1.05398]	59	113/113	[83.33333]
21	75/75	[1.24520]	60	114/114	[83.33333]
22	76/76	[1.46507]	61	115/115	[83.33333]
23	77/77	[1.72216]	62	116/116	[83.33333]
24	78/78	[2.02349]	63	117/117	[83.33333]
25	79/79	[2.37438]	64	118/118	[83.33333]
26	80/80	[2.77399]	65	119/119	[83.33333]
27	81/81	[3.27260]	66	120/120	[83.33333]
28	82/82	[3.83579]			
29	83/83	[4.45007]			
30	84/84	[5.14561]			
31	85/85	[5.93707]			
32	86/86	[6.76034]			
33	87/87	[7.80082]			
34	88/88	[8.92949]			
35	89/89	[10.14773]			
36	90/90	[11.34308]			
37	91/91	[12.19882]			
38	92/92	[13.36060]			
39	93/93	[14.85786]			

⁽¹⁾ On a Certificate anniversary, "Age" means the Age of the Insured at his or her birthday nearest that date. That Age will apply until the next anniversary.

⁽²⁾ For [Male, Premium Class Standard].

1.9 Certificate Loan Factors

Coverage Segment Year	Guaranteed Minimum Annual Interest Crediting Rate for Loan Account	Guaranteed Maximum Annual Interest Rate Charged on Certificate Debt Balances	Coverage Segment Year	Guaranteed Minimum Annual Interest Crediting Rate for Loan Account	Guaranteed Maximum Annual Interest Rate Charged on Certificate Debt Balances
1	4.00%	[6.00%]	34	4.00%	[6.00%]
2	4.00%	[6.00%]	35	4.00%	[6.00%]
3	4.00%	[6.00%]	36	4.00%	[6.00%]
4	4.00%	[6.00%]	37	4.00%	[6.00%]
5	4.00%	[6.00%]	38	4.00%	[6.00%]
6	4.00%	[6.00%]	39	4.00%	[6.00%]
7	4.00%	[6.00%]	40	4.00%	[6.00%]
8	4.00%	[6.00%]	41	4.00%	[6.00%]
9	4.00%	[6.00%]	42	4.00%	[6.00%]
10	4.00%	[6.00%]	43	4.00%	[6.00%]
11	4.00%	[6.00%]	44	4.00%	[6.00%]
12	4.00%	[6.00%]	45	4.00%	[6.00%]
13	4.00%	[6.00%]	46	4.00%	[6.00%]
14	4.00%	[6.00%]	47	4.00%	[6.00%]
15	4.00%	[6.00%]	48	4.00%	[6.00%]
16	4.00%	[6.00%]	49	4.00%	[6.00%]
17	4.00%	[6.00%]	50	4.00%	[6.00%]
18	4.00%	[6.00%]	51	4.00%	[6.00%]
19	4.00%	[6.00%]	52	4.00%	[6.00%]
20	4.00%	[6.00%]	53	4.00%	[6.00%]
21	4.00%	[6.00%]	54	4.00%	[6.00%]
22	4.00%	[6.00%]	55	4.00%	[6.00%]
23	4.00%	[6.00%]	56	4.00%	[6.00%]
24	4.00%	[6.00%]	57	4.00%	[6.00%]
25	4.00%	[6.00%]	58	4.00%	[6.00%]
26	4.00%	[6.00%]	59	4.00%	[6.00%]
27	4.00%	[6.00%]	60	4.00%	[6.00%]
28	4.00%	[6.00%]	61	4.00%	[6.00%]
29	4.00%	[6.00%]	62	4.00%	[6.00%]
30	4.00%	[6.00%]	63	4.00%	[6.00%]
31	4.00%	[6.00%]	64	4.00%	[6.00%]
32	4.00%	[6.00%]	65	4.00%	[6.00%]
33	4.00%	[6.00%]	66	4.00%	[6.00%]

1.10 Surrender Charge Factors

Coverage Segment Year	Maximum Guaranteed Charge per \$1000 of Initial Face Amount
1	[\$3.8639]
2	[\$3.8639]
3	[\$3.8639]
4	[\$3.8639]
5	[\$3.8639]
6	[\$3.0900]
7	[\$2.3161]
8	[\$1.5422]
9	[\$0.7739]
10 & later	[0]

1.11 Definition of Life Insurance Death Benefit Factors

[include GPT corridor factors or 1/NSP factors for CVAT in Req Total DB column]

Certificate Year	Required Total Death Benefit Factor	Certificate Year	Required Total Death Benefit Factor
1	[3.4147]	34	[1.2321]
2	[3.2836]	35	[1.2135]
3	[3.1581]	36	[1.1964]
4	[3.0379]	37	[1.1804]
5	[2.9230]	38	[1.1641]
6	[2.8131]	39	[1.1478]
7	[2.7080]	40	[1.1316]
8	[2.6077]	41	[1.1154]
9	[2.5119]	42	[1.0991]
10	[2.4206]	43	[1.0814]
11	[2.3336]	44	[1.0610]
12	[2.2508]	45	[1.0345]
13	[2.1720]	46	[1.0000]
14	[2.0969]	47	[1.0000]
15	[2.0256]	48	[1.0000]
16	[1.9578]	49	[1.0000]
17	[1.8933]	50	[1.0000]
18	[1.8322]	51	[1.0000]
19	[1.7745]	52	[1.0000]
20	[1.7199]	53	[1.0000]
21	[1.6683]	54	[1.0000]
22	[1.6197]	55	[1.0000]
23	[1.5738]	56	[1.0000]
24	[1.5307]	57	[1.0000]
25	[1.4902]	58	[1.0000]
26	[1.4522]	59	[1.0000]
27	[1.4167]	60	[1.0000]
28	[1.3839]	61	[1.0000]
29	[1.3535]	62	[1.0000]
30	[1.3252]	63	[1.0000]
31	[1.2991]	64	[1.0000]
32	[1.2750]	65	[1.0000]
33	[1.2526]	66	[1.0000]

[If the Definition of Life Insurance Elected is the Cash Value Accumulation Test, the Death benefit factors are equal to one divided by the Net Single Premium (as defined in Code Section 7702(b).

We reserve the right to modify the Required Total Death Benefit Factors, retroactively if necessary, to ensure or maintain qualification of this certificate as a life insurance contract for federal tax purposes, notwithstanding any other provisions of this certificate to the contrary.] *{Include these statements for CVAT policies only}*

1.12 Factors Applicable To Exempt Subaccounts

[This section will include a separate page for each available Exempt Subaccount]

Fund Name	[XYZ Select Fund]
Valuation Date	[The first business day of each calendar month]
Investment Date	[The first business day of each calendar month]
Investment Notice Period	[10 days]
Full Liquidity Date	[The last business day of each calendar quarter]
Full Liquidity Notice Date	[60 calendar days before a Full Liquidity Date]
Full Liquidity Deferral Period	[60 calendar days]
Liquidity Reserve Factor	[10%]
Partial Liquidity Date	[Last business day of each calendar year after the first policy year]
Partial Liquidity Factor	[20% or \$20,000 if greater]
Partial Liquidity Notice Date	[75 calendar days before a Partial Liquidity Date]
Partial Liquidity Deferral Period	[75 calendar days]



Survivorship Term Rider

This Rider is made part of the policy to which it is attached. It provides an additional death benefit on the life of the Surviving Insured. The Rider effective date is the Policy Date or, if added later, the Processing Date on or next following the date your application for this Rider is approved by Us. The Owner of the policy is the Owner of this Rider.

The total Death Benefit determined in Section 4 of the policy will be increased by the following amounts.

Policy Year	Survivorship Term Rider Death Benefit
[1]	[\$10,000,000]
[2]	[\$10,000,000]
[3]	[\$10,000,000]
[4]	[\$10,000,000]
[5]	[\$10,000,000]
[6]	[\$10,000,000]
[7]	[\$10,000,000]
[8]	[\$10,000,000]
[9]	[\$10,000,000]
[10]	[\$10,000,000]
[11+]	[\$ 0.00]

Charge for this Rider

There is no separate Premium for this Rider. A Rider Cost of Insurance charge will be deducted from the Account Value for the above additional death benefits on the Policy Date and each Processing Date. The monthly Rider Cost of Insurance Charge is equal to (1) times (2), where:

1. is the applicable monthly rate on that date divided by 1,000, and
2. is the Rider Death Benefit on that date.

Each Cost of Insurance Charge is deducted in advance of the insurance coverage to which it applies.

The Rider Cost of Insurance Rates are based on a number of factors, including each Insured's Age, Premium Class and the Rider duration. The current Rider Cost of Insurance Rates will be determined by Us. These rates will not exceed the Guaranteed Maximum Monthly Cost of Insurance Rates shown in Section 1.7. Any change in current monthly rates will be made on a uniform basis for insureds of the same sex, Issue Age, and Premium Class, including smoker status, and whose policies have been in force for the same length of time.

Termination

This Rider will terminate on the date of the first to occur of the following events:

1. The policy is surrendered or the entire Surrender Value is applied under a Settlement Option.
2. The policy terminates due to lapse or the death of the Surviving Insured.
3. You request the termination of this Rider.

Terms

If this Rider is attached to a group insurance certificate, all references to the policy shall mean the certificate.

All of the terms used in this Rider have the same meanings as in the policy unless otherwise clearly indicated in this Rider.


 President


 Secretary



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



Split Policy Option Rider

This Rider is made part of the policy to which it is attached. It provides an option to exchange the survivorship policy for individual policies on each of the Insureds under the policy upon the occurrence of certain events. The effective date of this rider is the Policy date. The Owner of the policy is the Owner of this Rider.

You may request to exchange the survivorship policy for new individual variable universal life insurance policies on the life of each Insured, without evidence of insurability, if one of the Option Events listed below occurs while the policy is In Full Force and subject to the Conditions listed below. This exchange will only be available during the lifetime of both Insureds and within 6 months of the effective date of an Option Event.

Option Event

An Option Event is one of the following:

- 1) If the Insureds are married to each other:
 - a. a final divorce decree dissolving the marriage is in effect; or
 - b. the Internal Revenue Code is amended to repeal Section 2056 or its successor; or
 - c. the Internal Revenue Code is amended to change the maximum rate stated in section 2001, or its successor, to a rate equal to or less than 25%; or
- 2) If the Insureds are business associates, a final court order dissolving the partnership, corporation or limited liability company, as applicable, is in effect.

Conditions

All of the following conditions must be met before the exchange will be allowed:

- 1) We must receive a written application for a new policy on the life of each of the Insureds requesting the exchange. The owner of each new policy must have an insurable interest in the Insured under each such policy.
- 2) The premium class of each Insured on the Policy Date of this policy must be a premium class We considered insurable on that Policy Date.
- 3) We must receive proof satisfactory to Us that an Option Event has occurred.
- 4) We must receive a written consent to the request for a policy split from all assignees and any irrevocable beneficiaries on the existing policy.
- 5) Both Insureds must be living on the Exchange Date.

Terms of Each New Policy

Each new policy will be issued, subject to the following terms:

- 1) Each new policy must be an individual flexible premium variable universal life policy offered by us on the Exchange Date;
- 2) The Policy Date of each new policy will be the Exchange Date;
- 3) The Face Amount of each new policy will be one-half of the current Face Amount of this policy on the Exchange Date;

- 4) On the Exchange Date, one-half of the Account Value of this policy will be applied to each new policy;
- 5) On the Exchange Date, the Debt of each new policy will be one-half of the outstanding Debt of this policy;
- 6) The time period for the Incontestability and Suicide provisions of each new policy will be measured from the Policy Date of this policy;
- 7) The charges deducted from the Account Value of each new policy will be based on the rates applicable to each new policy for the age, sex, and premium class of each Insured on the Exchange Date;
- 8) The premium class of each Insured under each new policy will be the same as under this policy.
- 9) Any riders or additional benefits are subject to evidence of insurability and will only be available if they are available with each new policy and approved by Us;
- 10) The surrender value of each new policy must be sufficient to keep each new policy in force for three months; and
- 11) This policy will terminate on the Exchange Date when the new policies become effective.

Exchange Date

The Exchange Date is the processing date on or immediately following Our approval of Your request for the policy split and subject to the conditions of Section 18 of the policy that apply to policy surrenders.

Charge for this Rider

There is no separate premium for this Rider.

Termination

This Rider will terminate on the date of the first to occur of the following events:

- 1) The policy is surrendered or the entire Surrender Value is applied under a Settlement Option.
- 2) The policy terminates due to lapse.
- 3) The death of either Insured.
- 4) The policy anniversary nearest the older Insured's Age 85.
- 5) You request the termination of this Rider.

Terms

If this Rider is attached to a group insurance certificate, all references to the policy shall mean the certificate.

All of the terms used in this Rider have the same meanings as in the policy unless otherwise clearly indicated in this Rider.


SPECIMEN
President


SPECIMEN
Secretary



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



<h2>Term Rider</h2>

Term Rider Insured: John Doe

This Rider is made part of the Policy to which it is attached. It provides a death benefit on the life of the insured named above in addition to all other benefits under the policy. The Rider effective date is the Policy Date or, if added later, the Processing Date on or next following the date your application for this Rider is approved by Us. The Owner of the Policy is the Owner of this Rider.

The total Death Benefit determined in Section 4 of the Policy will be increased by the following amounts.

Policy Year	Term Rider Death Benefit
[1]	[\$10,000,000]
[2]	[\$10,000,000]
[3]	[\$10,000,000]
[4]	[\$10,000,000]
[5]	[\$10,000,000]
[6]	[\$10,000,000]
[7]	[\$10,000,000]
[8]	[\$10,000,000]
[9]	[\$10,000,000]
[10]	[\$10,000,000]
[11+]	[\$ 0.00]

Charge for this Rider

A Rider Cost of Insurance charge will be deducted from the Account Value for the above additional death benefits on the Policy Date and each Processing Date. The monthly Rider Cost of Insurance Charge is equal to (1) times (2), where:

1. is the applicable monthly rate on that date divided by 1,000, and
2. is the Rider Death Benefit on that date.

Each Cost of Insurance Charge is deducted in advance of the insurance coverage to which it applies.

The Rider Cost of Insurance Rates are based on a number of factors, including, for the Insured named above, the Insured's Age, Premium Class and the Rider duration. The current Rider Cost of Insurance Rates will be determined by Us. These rates will not exceed the Single Life Guaranteed Maximum Monthly Cost of Insurance Rates shown below. Any change in current monthly rates will be made on a uniform basis for insureds of the same sex, Issue Age, and Premium Class, including smoker status, and whose policies have been in force for the same length of time.

Termination

This Rider will terminate on the date of the first to occur of the following events:

1. The Policy is surrendered or the entire Surrender Value is applied under a Settlement Option.
2. The Policy terminates due to lapse or the death of the Surviving Insured.

3. The death of the Insured named above.
4. You request the termination of this Rider.

Terms

If this Rider is attached to a group insurance certificate, all references to the policy shall mean the certificate.

All of the terms used in this Rider have the same meanings as in the Policy unless otherwise clearly indicated in this Rider.



SPECIMEN
President



SPECIMEN
Secretary

Rider Cost of Insurance Rates

Guaranteed Maximum Monthly Rates per \$1,000 of Net Amount at Risk⁽²⁾

Coverage Segment Year	Beginning of Year Age ⁽¹⁾	Monthly Cost of Insurance Rate	Coverage Segment Year	Beginning of Year Age ⁽¹⁾	Monthly Cost of Insurance Rate
1	45	[0.22110]	40	84	[9.24138]
2	46	[0.24199]	41	85	[10.27544]
3	47	[0.26455]	42	86	[11.43495]
4	48	[0.27792]	43	87	[12.71507]
5	49	[0.29381]	44	88	[14.10525]
6	50	[0.31387]	45	89	[15.59358]
7	51	[0.33896]	46	90	[17.17057]
8	52	[0.37327]	47	91	[18.67330]
9	53	[0.41176]	48	92	[20.26544]
10	54	[0.45949]	49	93	[21.97376]
11	55	[0.51563]	50	94	[23.81218]
12	56	[0.57515]	51	95	[25.79274]
13	57	[0.63891]	52	96	[27.64147]
14	58	[0.69179]	53	97	[29.65378]
15	59	[0.75227]	54	98	[31.85097]
16	60	[0.82540]	55	99	[34.25958]
17	61	[0.91627]	56	100	[36.90863]
18	62	[1.02661]	57	101	[35.26362]
19	63	[1.14974]	58	102	[41.41764]
20	64	[1.27896]	59	103	[43.99544]
21	65	[1.41513]	60	104	[46.82418]
22	66	[1.55235]	61	105	[49.93704]
23	67	[1.68978]	62	106	[53.37325]
24	68	[1.83933]	63	107	[57.18462]
25	69	[1.99167]	64	108	[61.42909]
26	70	[2.17329]	65	109	[66.18205]
27	71	[2.37666]	66	110	[71.53882]
28	72	[2.64823]	67	111	[77.62686]
29	73	[2.93182]	68	112	[83.33333]
30	74	[3.23011]	69	113	[83.33333]
31	75	[3.56144]	70	114	[83.33333]
32	76	[3.92357]	71	115	[83.33333]
33	77	[4.34571]	72	116	[83.33333]
34	78	[4.84012]	13	117	[83.33333]
35	79	[5.41330]	74	118	[83.33333]
36	80	[6.04178]	75	119	[83.33333]
37	81	[6.76172]	76	120	[83.33333]
38	82	[7.51460]			
39	83	[8.33044]			

⁽¹⁾ On a Policy anniversary, "Age" means the Age of the Insured at his or her birthday nearest that date. That Age will apply until the next anniversary.

⁽²⁾ For [Male, Premium Class Standard].

SERFF Tracking Number: SKML-125884637 *State:* Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) *State Tracking Number:* 40762
Company Tracking Number: MAG200GRP
TOI: L06G Group Life - Variable *Sub-TOI:* L06G.202 Joint (Last Survivor) - Flexible
Premium
Product Name: JH Group Survivorship 2001 CSO
Project Name/Number: JH Group Survivorship 2001 CSO/MAG200GRP

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SKML-125884637 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 40762
Company Tracking Number: MAG200GRP
TOI: L06G Group Life - Variable Sub-TOI: L06G.202 Joint (Last Survivor) - Flexible Premium
Product Name: JH Group Survivorship 2001 CSO
Project Name/Number: JH Group Survivorship 2001 CSO/MAG200GRP

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 11/03/2008
Comments:
Attachment:
AR Certification.pdf

Review Status:
Satisfied -Name: Application 11/03/2008
Comments:
This will be used with previously approved applications 156-MAGC-00 and 156-MAGMC-00 approved on 7/18/08 under SERFF Tracking Number 39631.

Review Status:
Satisfied -Name: Authorization Letter 11/03/2008
Comments:
Attachment:
authletter.pdf

Review Status:
Satisfied -Name: Statement of Variables 11/03/2008
Comments:
Attachment:
SOV MAG200GRP.pdf

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

CERTIFICATION OF COMPLIANCE

ARKANSAS

Re: **Policy Form** MAG200GRP , et al

With respect to submission of the above-referenced forms, JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A) hereby agrees as follows:

1. The Company will comply with the requirements of Rule and Regulation 19, concerning Unfair Sex Discrimination in the Sale of Insurance, when marketing these forms in the State of Arkansas.
2. The Company will comply with the requirements of Rule and Regulation 49 by providing a copy of the Life and Health Insurance Guaranty Association Notice to the group contract holder.
4. The Company will provide the Consumer Information Notice in compliance with ACA 23-79-138.

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

By _____



Helene Landow, Director

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

Contracts and Compliance
P. O. Box 600
Buffalo, NY 14201-0600
Tel. 416-926-3026
Fax: 416-926-3121
Email: helene_landow@jhancock.com



November 3, 2008

RE: Letter of Authorization

Dear State Regulator:

We hereby authorize:

Sandra K. Meltzer & Associates, Inc.
1925 Century Boulevard, Suite 1
Atlanta, Georgia 30345

to carry out the state filings (including the District of Columbia) on behalf of John Hancock Life Insurance Company (U.S.A.). This authorization is to be used for the filing of a private placement variable life policy form and associated forms which may consist of but are not limited to, endorsements, applications, certificates and rider forms.

Sincerely,

A handwritten signature in cursive script that reads "Helene Landow".

Helene Landow
Director, US Contracts and Compliance

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

VARIABLE MATERIAL

Form No. MAG200GRP (Schedule Page Insert)

This private placement product is available only to very high net worth individual and business purchasers who meet the SEC requirements of Qualified Purchasers and Accredited Investors. These buyers have a demonstrated level of business and investment knowledge and typically make their insurance decisions with advice from one or several accounting, tax and legal advisors.

Reflecting that marketplace, the product is designed with flexibility in load structure, to permit the product to be configured for each sale to meet the needs of that particular buyer. (For just a few examples, one client may choose a load structure that minimizes premium loads but has surrender charges and higher administrative charges. Another may emphasize premium loads and minimize administrative charges.) The actuarial memorandum accompanying the filing describes this flexible load structure in more detail, and how the boundaries of the permissible combinations of charge levels are determined to demonstrate that all permissible configurations will comply with standard nonforfeiture law requirements that apply to variable life insurance and the nonforfeiture benefits provided are appropriate and equitable to the insured and to the certificate owner. Once a certificate is issued, the maximum loads shown in that certificate cannot be changed.

Section 1: All the bracketed items are John Doe information

Section 1.1 The first three bracketed items are John Doe information
The Minimum Face Amount is determined by the characteristics of the case: [\$25,000-\$500,000]

Section 1.2 These bracketed items are determined by the characteristics of the case.

Section 1.3 The bracketed items are riders that are included at the option of the Certificate Owner.

Section 1.4 The bracketed Separate Accounts are those being offered by the Company. The Certificate Owner chooses to invest in one or more Separate Accounts and the Separate Accounts are shown in the Certificate schedule.

Section 1.5 The bracketed items are John Doe information.

Section 1.6 Premium Loads –the Maximum Loads are:

DAC Tax; plus: This will only change if changed by the IRS.
State Premium Tax. This will only change if changed by the State.

Age	Guaranteed Maximum Sales Load Percentage Charge Applied to Premiums	Guaranteed Maximum Processing Fee Per Each Premium Payment
15-74	26.50%	\$5.00
75	25.25%	\$5.00
76	24.00%	\$5.00
77	22.75%	\$5.00
78	21.50%	\$5.00
79	20.25%	\$5.00
80	19.00%	\$5.00
81	17.75%	\$5.00
82	16.50%	\$5.00
83	15.25%	\$5.00
84	14.00%	\$5.00
85	12.75%	\$5.00
86-90	11.50%	\$5.00

Section 1.7 Processing Period every [1 - 12] month[s]

Section 1.7.1 Deductions from Account Value – the Maximum Loads are:

"Equal Age"	Maximum Monthly Certificate Fee	Maximum Monthly Charge per \$1000 of Initial Face Amount	"Equal Age"	Maximum Monthly Certificate Fee	Maximum Monthly Charge per \$1000 of Initial Face Amount
		Male/Male Unequal Ages			Male/Male Unequal Ages
15	\$10.00	0.43560	53	\$10.00	1.33584
16	\$10.00	0.44598	54	\$10.00	1.37632
17	\$10.00	0.45646	55	\$10.00	1.41680
18	\$10.00	0.46702	56	\$10.00	1.46485
19	\$10.00	0.47766	57	\$10.00	1.51351
20	\$10.00	0.48840	58	\$10.00	1.56279
21	\$10.00	0.49922	59	\$10.00	1.61269
22	\$10.00	0.51014	60	\$10.00	1.66320
23	\$10.00	0.52114	61	\$10.00	1.71433
24	\$10.00	0.53222	62	\$10.00	1.76607
25	\$10.00	0.54340	63	\$10.00	1.81843
26	\$10.00	0.56179	64	\$10.00	1.87141
27	\$10.00	0.58045	65	\$10.00	1.92500
28	\$10.00	0.59937	66	\$10.00	2.01168
29	\$10.00	0.61855	67	\$10.00	2.10012
30	\$10.00	0.63800	68	\$10.00	2.19032
31	\$10.00	0.65771	69	\$10.00	2.28228
32	\$10.00	0.67769	70	\$10.00	2.37600
33	\$10.00	0.69793	71	\$10.00	2.47148
34	\$10.00	0.71843	72	\$10.00	2.56872
35	\$10.00	0.73920	73	\$10.00	2.66772
36	\$10.00	0.76490	74	\$10.00	2.76848
37	\$10.00	0.79094	75	\$10.00	2.87100
38	\$10.00	0.81734	76	\$10.00	2.97528
39	\$10.00	0.84410	77	\$10.00	3.08132
40	\$10.00	0.87120	78	\$10.00	3.18912
41	\$10.00	0.89866	79	\$10.00	3.29868
42	\$10.00	0.92646	80	\$10.00	3.41000
43	\$10.00	0.95462	81	\$10.00	3.52308
44	\$10.00	0.98314	82	\$10.00	3.63792
45	\$10.00	1.01200	83	\$10.00	3.75452
46	\$10.00	1.05248	84	\$10.00	3.87288
47	\$10.00	1.09296	85	\$10.00	3.99300
48	\$10.00	1.13344	86	\$10.00	4.07770
49	\$10.00	1.17392	87	\$10.00	4.16240
50	\$10.00	1.21440	88	\$10.00	4.24710
51	\$10.00	1.25488	89	\$10.00	4.33180
52	\$10.00	1.29536	90	\$10.00	4.41650

- Section 1.7.2 Monthly rates for mortality and expense risk charges
Maximum Mortality and Expense Risk Charge Rates: 300 bp
- Section 1.8 Guaranteed Maximum Cost of Insurance Rates:
Commissioners 2001 Standard Ordinary Mortality Table, Age Near Birthday, Ultimate, Male and Female, Aggregate.
- Section 1.9 Certificate Loan Factors
Guaranteed Minimum Annual Interest Crediting Rate for Loan Account: 4.00%
Guaranteed Maximum Annual Interest Rate Charged on Certificate Debt Balances: 8.00%
- Section 1.10 Guaranteed Maximum Surrender Charge Factors
Guaranteed Maximum First Year Surrender Charge as a Percent of Target Premium: 20.00%
- Section 1.11 Definition of Life Insurance Death Benefit Factors:
Either GPT corridor factors or 1/NSP factors for CVAT in Required Total DB column where 1/NSP is based on Commissioners 2001 Standard Ordinary Mortality Table, Age Near Birthday, Ultimate, Male and Female, Aggregate.

Section 1.12:

MAXIMUM/MINIMUM FACTORS APPLICABLE TO EXEMPT SUBACCOUNTS

Valuation Date	No less frequently than quarterly
Investment Date	No less frequently than quarterly
Investment Notice Period	Maximum of 15 days
Full Liquidity Date	No more than one year from Notice Date
Full Liquidity Notice Date	No more than one year from Notice Date
Full Liquidity Deferral Period	No more than one year from Notice Date
Liquidity Reserve Factor	No more than 10%
Partial Liquidity Date	No more than one year from Notice Date
Partial Liquidity Factor	No less than 90%
Partial Liquidity Notice Date	No more than one year from Notice Date
Partial Liquidity Deferral Period	No more than one year from Notice Date