

SERFF Tracking Number: MALF-125523131 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 38543
Company Tracking Number: BR001NQ.08
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: GMWB Rider (June, 2008)
Project Name/Number: /

Filing at a Glance

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

Product Name: GMWB Rider (June, 2008) SERFF Tr Num: MALF-125523131 State: ArkansasLH

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 38543

Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: BR001NQ.08

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Nancy Leto, Kathy
Dowdell

Disposition Date: 04/04/2008

Date Submitted: 03/26/2008

Disposition Status: Approved

Implementation Date Requested: 06/01/2008

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Forms are exempt from filing in our domicile state of Michigan per Order No. 97-010M.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 04/04/2008

State Status Changed: 04/04/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The attached annuity forms are hereby submitted your review and approval. The submitted forms do not replace any forms previously approved by your Department. Please note the forms are exempt from prior approval in our domicile state of Michigan per Order No. 97-010M, as reported in Michigan Insurance Bulletin No. 97-3. This submission contains no unusual or possibly controversial items from the standpoint of normal company or industry standards.

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The forms are filed in accordance with the applicable statutes and regulations of your state and are in final print, subject only to minor variations in color, paper stock, duplexing, fonts, and positioning. The forms will be marketed through representatives of broker-dealers who have selling agreements with John Hancock Life Insurance Company (U.S.A.) and John Hancock Distributors, LLC. Registered representatives are appointed by John Hancock (U.S.A). Forms are marketed on an individual basis.

The forms are intended for newly issued variable annuity contracts, but drafted to support issue to in-force contracts as well if desired. The Riders will be available for issue effective June 1, 2008 or upon approval by your jurisdiction, if later.

These Rider Forms provide an optional guaranteed minimum withdrawal benefit available for an additional Rider Fee described in each form. The maximum issue age for each Rider is age 80. Beginning on the Lifetime Income Date, the Riders provide a Lifetime Income benefit that is guaranteed for the life of the Covered Person (or the lives of both Covered Persons under the Spousal riders) provided annual withdrawals do not exceed the Lifetime Income Amount. These riders also contain a Target Amount adjustment which may increase the Benefit Base (and in turn result in a higher Lifetime Income Amount) if no withdrawals are taken prior to the Target Date shown in the Specifications. All withdrawals will reduce the Contract Value and death benefits provided under the Contract. Step-Ups under these riders are based on the Highest Periodic Contract Value on specified intervals (as shown in the Specifications) during a one-year period. A Rider Fee Guarantee Period is included in the Specifications that provides for a lock-in of the Rider Fee Percentage regardless of any Step-Up that may occur during the guarantee period.

These Riders differ from each other in several respects:

- Rider Forms BR001NQ.08 and BR001Q.08 provide benefits for one Covered Person while Forms BR002NQ.08 and BR002Q.08 may provide benefits for the lives of two Covered Persons.
- Rider Forms BR001Q.08 and BR002Q.08 are issued with "Qualified" contracts. If the underlying contract is "Non-Qualified", either Rider BR001NQ.08 or BR002NQ.08 will be issued. The differences in the Qualified and Non-Qualified riders are found in the following sections:
 - o The Qualified riders contain a Maximum Additional Payment Age in the Specifications section which is also referenced in the Additional Payment Limits provision of the Qualified riders.
 - o The Internal Revenue Code sections cited in the Life Expectancy Distributions provision differ as applicable to either a

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Qualified or Non-Qualified contract.

• Spousal Rider Forms BR002NQ.08, and BR002Q.07 contain a Joint LIA with Cash Refund option in the Alternate Annuity Options provision. The single life Riders Forms BR001NQ.08 and BR001Q.08 contain only the LIA with Cash Refund option.

These Rider Forms may be attached, at the contract owner's option, to the previously-approved contracts listed below or to contracts subsequently approved in your state. Please note each contract was originally approved under our prior company name and most recently, under John Hancock Life Insurance Company (U.S.A) with our name change submission, effective January 01, 2005.

FORM NUMBER ORIGINAL APPROVAL DATE

VENTURE.100 09/18/00

VENTURE.005 04/15/94

VENTURE.015 05/05/97

VISION.001 03/29/94

Each form contains variable bracketed items for which we have provided details in the statement of variability also included with this submission. The bracketed items allow for flexibility based on individual contract owner, or by class of owner. As such, the information provided within the brackets in these forms represents sample specifications. Any future modifications to the bracketed items would be limited to the ranges specified in the statement of variability. Any modifications by class of owner would be determined by us and would be made on a prospective basis only in a manner that is not unfairly discriminatory, subject to the laws of your state.

Each of the base contracts to which these forms may attach are securities subject to federal regulation and must comply with the requirements of the Securities and Exchange Commission. Therefore, these forms are exempt from readability requirements as intended for use with forms subject to the Federal SEC jurisdiction.

Company and Contact

Filing Contact Information

Nancy Leto,

nburns@jhancock.com

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601 Congress St. (617) 663-3720 [Phone]
Boston , MA 02210-2805 (617) 663-3150[FAX]

Filing Company Information

John Hancock Life Insurance Company CoCode: 65838 State of Domicile: Michigan
(U.S.A.)
601 Congress St. Group Code:
Boston, MA 02210-2805 Group Name: Company Type: Life
(617) 663-3000 ext. [Phone] FEIN Number: 01-0233346
State ID Number:

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Filing Fees

Fee Required? Yes
Fee Amount: \$80.00
Retaliatory? No
Fee Explanation: \$20 X 4 forms = \$80
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$80.00	03/26/2008	18985677

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	04/04/2008	04/04/2008

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Disposition

Disposition Date: 04/04/2008

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		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider		Yes
Form	Spousal Guaranteed Minimum Withdrawal Benefit Rider		Yes
Form	Spousal Guaranteed Minimum Withdrawal Benefit Rider		Yes

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Form Schedule

Lead Form Number: BR001NQ.08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	BR001NQ.08	Policy/Cont	Guaranteed ract/Fratern Minimum Withdrawal al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	BR001NQ08 (Single).pdf
	BR001Q.08	Policy/Cont	Guaranteed ract/Fratern Minimum Withdrawal al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	BR001Q08 (Single).pdf
	BR002NQ.08	Policy/Cont	Spousal Guaranteed ract/Fratern Minimum Withdrawal al Benefit Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	BR002NQ08 (spousal).pdf
	BR002Q.08	Policy/Cont	Spousal Guaranteed ract/Fratern Minimum Withdrawal al Benefit Rider Certificate:	Initial		0	BR002Q08 (spousal).pdf

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Endorseme
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GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER

This Rider is effective on the Rider Date. Election of this Rider is irrevocable and may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached. If this Rider is added to a previously issued Contract, it replaces and supercedes any other previously issued Guaranteed Minimum Withdrawal Benefit Rider to the Contract.

SPECIFICATIONS

ADDITIONAL PAYMENT LIMIT:	[\$100,000]	
BONUS PERIOD:	[[First] [10] Contract Years after the Rider Date.]	
BONUS PERCENTAGE:	Determined On <u>Contract Anniversaries</u> [During the [first 3] Contract Year[s] after the Rider Date]	<u>Bonus Percentage is</u> [4%]
	[During the [4 th] through [6 th] Contract Years after the Rider Date]	[5%]
	[During the [7 th] and later Contract Years after the Rider Date]	[6%]
COVERED PERSON:	[John Doe]	
HIGHEST PERIODIC CONTRACT VALUE	The highest of the [Semi-annual] Contract Values determined during the one-year period that ends on the current Contract Anniversary. The [Semi-annual] Contract Value is the Contract Value on a [Semi-annual] Contract Anniversary increased by Additional Payments and reduced [Proportionately] by Excess Withdrawals subsequent to the [Semi-annual] Contract Anniversary and on or prior to the current Contract Anniversary.	
LIFETIME INCOME DATE:	[01/01/2025]	
LIFETIME INCOME PERCENTAGE:	[Covered Person's Age at [Contract Anniversary prior to <u>first Withdrawal</u>]	<u>[Percentage]</u> [55 - 64] [4%] [65 - 74] [5%] [75 and over] [6%]
MAXIMUM BENEFIT BASE:	[\$5,000,000]	
MAXIMUM RIDER FEE PERCENTAGE:	[1.20%]	

MAXIMUM STEP-UP DATE:	Contract Anniversary following the Annuitant's [95 th] birthday.
[SEMI-ANNUAL] CONTRACT ANNIVERSARY	Each [6 month] anniversary of the Contract Date. If the [Semi-annual] Contract Anniversary would be the 29 th , 30 th or 31 st of a month without those dates, it will occur on the 1 st of the following month.
RIDER DATE:	[02/01/2008]
RIDER FEE PERCENTAGE:	[0.65%]
RIDER FEE GUARANTEE PERIOD	End of [1 st] Contract Year
TARGET DATE AND TARGET AMOUNT	<p>Target Date [1]: [The later of (a) the [10th] Contract Anniversary after the Rider Date or (b) the Contract Anniversary after the [youngest Covered Person's] attained age [70]].</p> <p>The Target Amount is [the greater of]</p> <p>[1.] [the highest Target Value for each [Semi-annual] Contract Anniversary beginning on the Rider Date and up to and including the [Lifetime Income Date]. The Target Value is [200%] of the Contract Value on a [Semi-annual] Contract Anniversary. This amount is increased by Additional Payments and reduced [Proportionately] by Withdrawals subsequent to the [Semi-annual] Contract Anniversary and on or prior to the Target Date.]</p> <p>[and]</p> <p>[2.] [[200%] multiplied by the Payments applied to the Benefit Base during the [1st two] Contract Year(s) following the Rider Date plus [100%] multiplied by the Payments applied to the Benefit Base in Contract Years [3 and later] following the Rider Date. This amount is reduced [Proportionately] by Withdrawals, in the order they occur, prior to the Target Date.]</p>

DEFINITIONS

The following definitions are applicable to this Rider only:

BENEFIT BASE

The Benefit Base is the total amount used for purposes of calculating future periodic withdrawals under this Rider. The Benefit Base cannot be withdrawn in a lump sum and will not exceed the Maximum Benefit Base shown in the Specifications above.

COVERED PERSON

The Covered Person is the person named in the Specifications whose life is used to determine the duration of the LIA payments. If the Covered Person named above is deceased or is no longer an Owner, Beneficiary or Annuitant of the Contract, there will no longer be a Covered Person under this Rider.

EXCESS WITHDRAWAL

The Excess Withdrawal is any Withdrawal prior to the Lifetime Income Date or any Withdrawal after the Lifetime Income Date that exceeds the LIA or causes the total of all Withdrawals during the Contract Year to exceed the LIA.

LIFETIME INCOME AMOUNT (LIA)

The Lifetime Income Amount is the amount that is guaranteed to be available each Contract Year for withdrawal during the life of the Covered Person while this Rider is in effect. The LIA reduces to zero upon the death of the Covered Person or upon a change in Owner, Beneficiary or Annuitant that removes the Covered Person from the Contract as an Owner, Beneficiary or Annuitant.

LIFETIME INCOME DATE

The Lifetime Income Date is the earliest date on which the initial LIA is calculated. This date is shown in the Specifications above.

PROPORTIONATELY

Proportionately means a Withdrawal reduces the benefit in the same proportion as the amount of the Withdrawal divided by the Contract Value prior to the Withdrawal.

WITHDRAWALS

The amount withdrawn, including any applicable Withdrawal Charges.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT

This benefit guarantees that each Contract Year during the life of the Covered Person after the Lifetime Income Date, you may take Withdrawals up to an amount equal to the LIA, even if your Contract Value reduces to zero. The LIA is described below in the "Calculation of Lifetime Income Amount (LIA)" provision.

EFFECT OF THIS BENEFIT ON CONTRACT

All Withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. The Death Benefit provided by the Contract is also reduced by Withdrawals under this Rider. Withdrawals will reduce the Death Benefit as described in the Contract or any applicable Death Benefit rider.

ADDITIONAL PAYMENT LIMITS

The following limits on Additional Payments are in addition to any Payment limitations described in your Contract.

No Additional Payment will be accepted without our prior approval on or after the first Contract Anniversary following the Rider Date or that either:

- (a) exceeds the Additional Payment Limit, shown in the Specifications above or
- (b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

Notwithstanding the above, we reserve the right to refuse to accept Additional Payments at any time after the first Contract Anniversary following the Rider Date.

CALCULATION OF BENEFIT BASE

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If you add this Rider after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If you add this Rider on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Bonuses, Step-Ups, or a Target Amount Adjustment and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base shown in the Specifications above.

Additional Payments

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawals since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
- (b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or Withdrawals, then the current Additional Payment will be reduced by Withdrawals less the amount of Additional Payments that have not adjusted the Benefit Base. The Withdrawals and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a Withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Bonus

On each Contract Anniversary during the Bonus Period, we will determine the Bonus payable if no Withdrawals are taken during the Contract Year that begins on that anniversary. The Bonus is equal to the Bonus Percentage for that Contract Anniversary as shown in the Specifications multiplied by:

- (a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
- (b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If however, the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Bonus will equal the Bonus Percentage multiplied by the Benefit Base on the date of the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such date.

If any Payments are applied to the Benefit Base during the Contract Year, the Bonus will be increased by the Bonus Percentage multiplied by the amount of the Payment applied to the Benefit Base.

If there are no Withdrawals during the Contract Year, the Bonus will be added to the Benefit Base on the immediately following Contract Anniversary.

Step-Up

On each Contract Anniversary up to and including the Maximum Step-Up Date, we will compare the Benefit Base, including any Bonus payable on that date, to the Highest Periodic Contract Value for the one-year period ending on that Contract Anniversary. If the Highest Periodic Contract Value is greater, we will automatically Step-Up the Benefit Base to equal to the Highest Periodic Contract Value.

If the Rider Fee Percentage would increase as a result of a Step-Up as described below in the "Rider Fee" provision, you will receive advance notice of the increase in the Rider Fee Percentage and be given the opportunity to decline the automatic Step-Up. If we increase the fee and you decline an automatic Step-Up, you will have the option to elect to Step-Up within 30 days following any subsequent Contract Anniversary if the Highest Periodic Contract Value exceeds the Benefit Base. This election will resume automatic Step-Ups.

Target Amount Adjustment

On the Target Date(s) shown in the Specifications, the Benefit Base will equal the greater of the Benefit Base including any Bonus or Step-Up, or the Target Amount shown in the Specifications above. If this Rider is issued after the first Contract Anniversary, the Contract Value on the Rider Date will be treated as a Payment for purposes of the Target Amount.

Effect of Withdrawals Prior to the Lifetime Income Date

Any Withdrawals prior to the Lifetime Income Date will decrease the Benefit Base Proportionately. (See the definition of "Proportionately" in the "Definitions" section.)

Notwithstanding the Withdrawal discussion above, the Benefit Base will decrease by the amount of the Withdrawal when all Withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Effect of Withdrawals On or After the Lifetime Income Date

Any Withdrawals on or after the Lifetime Income Date, will not reduce the Benefit Base if total Withdrawals during a Contract Year are less than or equal to the LIA. All Excess Withdrawals during a Contract Year will reduce the Benefit Base Proportionately.

Notwithstanding the Withdrawal discussions above, a decrease of the Benefit Base will not result when all Withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

CALCULATION OF LIFETIME INCOME AMOUNT (LIA)

The initial LIA is equal to the Lifetime Income Percentage multiplied by the Benefit Base on the later of: (a) the Rider Date or (b) the Lifetime Income Date (see "Calculation of Benefit Base" provision above). The LIA will not be determined before the Lifetime Income Date.

Each time the Benefit Base is changed after the Lifetime Income Date, then the new LIA will equal the Lifetime Income Percentage multiplied by the new Benefit Base.

LIFE EXPECTANCY DISTRIBUTIONS

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

- (a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
- (b) are paid to the Owner:
 - (i) pursuant to Internal Revenue Code ("Code") Section 72(q)(2)(D) upon the request of the Owner ("Pre-59 1/2 Distributions"); or
 - (ii) pursuant to Code Section 72(s)(2) upon the request of the Owner ("Non-Qualified Death Benefit Stretch Distributions"); and
- (c) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

SETTLEMENT PHASE

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value reduces to zero, Withdrawals during the Contract Year do not exceed the LIA, but the Benefit Base is still greater than zero. You will automatically receive settlement payments each Contract Year equal to the LIA during the life of the Covered Person. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date.

The settlement payments will be paid no less frequently than annually.

If the Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

EFFECT OF PAYMENT OF DEATH BENEFIT

If the Contract's Death Benefit is paid while this Rider is in effect, and if the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract, the following will determine whether this Rider continues or terminates:

- (a) If the deceased Owner (Annuitant if the Owner is not an individual) is the Covered Person, the Rider will terminate.
- (b) If the deceased Owner (Annuitant if the Owner is not an individual) is not the Covered Person and the Covered Person remains an Owner, Annuitant or Beneficiary, the Rider will continue. In such instance, if the LIA has not been determined prior to the payment of the Death Benefit, it will be determined on the first anniversary of the date the Death Benefit was determined after the Covered Person has reached the Lifetime Income Date, instead of the original Contract Anniversary Dates.

If the Rider continues, under b) above, the Rider Fee will continue (See the "Rider Fee" provision). If the Rider continues, the Benefit Base will automatically Step-Up if the Death Benefit on the date the Death Benefit was determined was greater than the Benefit Base on that date. (See the "Calculation of Benefit Base - Step-Up" provision.)

The Beneficiary is eligible for any remaining Bonuses and any Step-Ups. However, any such remaining Bonuses will be calculated and applied on future anniversaries of the date the Death Benefit was determined instead of the original Contract Anniversary Dates. Step-Ups and the Highest Periodic Contract Value will also be measured beginning from the date the Death Benefit was determined. The Maximum Step-Up Date, shown in the Specifications above, as measured beginning from the Rider Date, is still applicable. When Withdrawals deplete the Contract Value to zero, if the Benefit Base is still greater than zero, then the Rider enters its Settlement Phase. (See the "Settlement Phase" provision above.)

RIDER FEE

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Specifications above, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for subsequent Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If an Excess Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Specifications above, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Specifications above. We reserve the right to increase the Rider Fee Percentage on the effective date of each Step-Up after the Rider Fee Guarantee Period in the Specifications. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage, shown in the Specifications above.

INVESTMENT OPTIONS

We reserve the right to restrict Investment Options at any time. If an Investment Option is restricted, no transfers into the restricted Investment Options will be allowed and no Payments may be allocated to the restricted Investment Options after the date of the restriction. Any amounts previously allocated to an Investment Option that is subsequently restricted will be unaffected by such restrictions.

We also reserve the right to limit the actual percentages allocated to certain Investment Options, to require that certain Investment Options be chosen in conjunction with other Investment Options, to limit transfers between existing Investment Options and/or to require periodic rebalancing of existing variable Investment Accounts to the required percentages.

TERMINATION

This rider will terminate upon the earlier of:

- (a) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
- (b) the date an Annuity Option commences; or
- (c) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
- (d) the date there is no longer a Covered Person under this Rider; or
- (e) termination of the Contract.

ALTERNATE ANNUITY OPTION

In addition to the Annuity Options provided by your Contract, we offer the following Alternate Annuity Option on or after the later of the oldest Annuitant's 90th birthday or the 10th Contract Anniversary. We reserve the right to revise the availability of this option to comply with state laws and regulations or with federal Code or Treasury regulations.

LIA with Cash Refund: If you elect this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

MISCELLANEOUS

Except as modified by this Rider, the provisions of the Contract also apply to this Rider.

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

[]

[Secretary]

GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER

This Rider is effective on the Rider Date. Election of this Rider is irrevocable and may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached, including applicable Qualified Plan provisions added by Endorsement. If this Rider is added to a previously issued Contract, it replaces and supercedes any other previously issued Guaranteed Minimum Withdrawal Benefit Rider to the Contract.

SPECIFICATIONS

ADDITIONAL PAYMENT LIMIT:	[\$100,000]	
BONUS PERIOD:	[[First] [10] Contract Years after the Rider Date.]	
BONUS PERCENTAGE:	Determined On <u>Contract Anniversaries</u> [During the [first 3] Contract Year[s] after the Rider Date]	<u>Bonus Percentage is</u> [4%]
	[During the [4 th] through [6 th] Contract Years after the Rider Date]	[5%]
	[During the [7 th] and later Contract Years after the Rider Date]	[6%]
COVERED PERSON:	[John Doe]	
HIGHEST PERIODIC CONTRACT VALUE	The highest of the [Semi-annual] Contract Values determined during the one-year period that ends on the current Contract Anniversary. The [Semi-annual] Contract Value is the Contract Value on a [Semi-annual] Contract Anniversary increased by Additional Payments and reduced [Proportionately] by Excess Withdrawals subsequent to the [Semi-annual] Contract Anniversary and on or prior to the current Contract Anniversary.	
LIFETIME INCOME DATE:	[01/01/2025]	
LIFETIME INCOME PERCENTAGE:	[Covered Person's Age at [Contract Anniversary prior to <u>first Withdrawal]]</u>	<u>[Percentage]</u>
	[55 - 64]	[4%]
	[65 - 74]	[5%]
	[75 and over]	[6%]
MAXIMUM ADDITIONAL PAYMENT AGE:	[On or after the Owner's (or oldest Joint Owner's) attained age [81]]	

MAXIMUM BENEFIT BASE: [\$5,000,000]

MAXIMUM RIDER FEE PERCENTAGE: [1.20%]

MAXIMUM STEP-UP DATE: Contract Anniversary following the Annuitant's [95th] birthday.

[SEMI-ANNUAL] CONTRACT ANNIVERSARY Each [6 month] anniversary of the Contract Date. If the [Semi-annual] Contract Anniversary would be the 29th, 30th or 31st of a month without those dates, it will occur on the 1st of the following month.

RIDER DATE: [02/01/2008]

RIDER FEE PERCENTAGE: [0.65%]

RIDER FEE GUARANTEE PERIOD End of [1st] Contract Year

TARGET DATE AND TARGET AMOUNT Target Date [1]: [The later of (a) the [10th] Contract Anniversary after the Rider Date or (b) the Contract Anniversary after the [youngest Covered Person's] attained age [70]].

The Target Amount is [the greater of]

[1.] [the highest Target Value for each [Semi-annual] Contract Anniversary beginning on the Rider Date and up to and including the [Lifetime Income Date]. The Target Value is [200%] of the Contract Value on a [Semi-annual] Contract Anniversary. This amount is increased by Additional Payments and reduced [Proportionately] by Withdrawals subsequent to the [Semi-annual] Contract Anniversary and on or prior to the Target Date.]

[and]

[2.] [[200%] multiplied by the Payments applied to the Benefit Base during the [1st two] Contract Year(s) following the Rider Date plus [100%] multiplied by the Payments applied to the Benefit Base in Contract Years [3 and later] following the Rider Date. This amount is reduced [Proportionately] by Withdrawals, in the order they occur, prior to the Target Date.]

DEFINITIONS

The following definitions are applicable to this Rider only:

BENEFIT BASE

The Benefit Base is the total amount used for purposes of calculating future periodic withdrawals under this Rider. The Benefit Base cannot be withdrawn in a lump sum and will not exceed the Maximum Benefit Base shown in the Specifications above.

COVERED PERSON

The Covered Person is the person named in the Specifications whose life is used to determine the duration of the LIA payments. If the Covered Person named above is deceased or is no longer an Owner, Beneficiary or Annuitant of the Contract, there will no longer be a Covered Person under this Rider.

EXCESS WITHDRAWAL

The Excess Withdrawal is any Withdrawal prior to the Lifetime Income Date or any Withdrawal after the Lifetime Income Date that exceeds the LIA or causes the total of all Withdrawals during the Contract Year to exceed the LIA.

LIFETIME INCOME AMOUNT (LIA)

The Lifetime Income Amount is the amount that is guaranteed to be available each Contract Year for withdrawal during the life of the Covered Person while this Rider is in effect. The LIA reduces to zero upon the death of the Covered Person or upon a change in Owner, Beneficiary or Annuitant that removes the Covered Person from the Contract as an Owner, Beneficiary or Annuitant.

LIFETIME INCOME DATE

The Lifetime Income Date is the earliest date on which the initial LIA is calculated. This date is shown in the Specifications above.

PROPORTIONATELY

Proportionately means a Withdrawal reduces the benefit in the same proportion as the amount of the Withdrawal divided by the Contract Value prior to the Withdrawal.

WITHDRAWALS

The amount withdrawn, including any applicable Withdrawal Charges.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT

This benefit guarantees that each Contract Year during the life of the Covered Person after the Lifetime Income Date, you may take Withdrawals up to an amount equal to the LIA, even if your Contract Value reduces to zero. The LIA is described below in the "Calculation of Lifetime Income Amount (LIA)" provision.

EFFECT OF THIS BENEFIT ON CONTRACT

All Withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. The Death Benefit provided by the Contract is also reduced by Withdrawals under this Rider. Withdrawals will reduce the Death Benefit as described in the Contract or any applicable Death Benefit rider.

ADDITIONAL PAYMENT LIMITS

The following limits on Additional Payments are in addition to any Payment limitations described in your Contract.

No Additional Payment will be accepted without our prior approval on or after the later of the first Contract Anniversary following the Rider Date or the Contract Anniversary after the oldest Owner's age 65 that either:

- (a) exceeds the Additional Payment Limit, shown in the Specifications above or
- (b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

In addition to the above restrictions, no Additional Payments will be accepted after the Maximum Additional Payment Age shown in the Specifications above. Notwithstanding the above, we reserve the right to refuse to accept Additional Payments at any time after the later of the first Contract Anniversary following the Rider Date or the Contract Anniversary after the oldest Owner's age 65.

CALCULATION OF BENEFIT BASE

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If you add this Rider after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If you add this Rider on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Bonuses, Step-Ups, or a Target Amount Adjustment and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Specifications above.

Additional Payments

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawals since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
- (b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or Withdrawals, then the current Additional Payment will be reduced by Withdrawals less the amount of Additional Payments that have not adjusted the Benefit Base. The Withdrawals and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii)

decrease due to a Withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Bonus

On each Contract Anniversary during the Bonus Period, we will determine the Bonus payable if no Withdrawals are taken during the Contract Year that begins on that anniversary. The Bonus is equal to the Bonus Percentage for that Contract Anniversary as shown in the Specifications multiplied by:

- (a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
- (b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If however, the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Bonus will equal the Bonus Percentage multiplied by the Benefit Base on the date of the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such date.

If any Payments are applied to the Benefit Base during the Contract Year, the Bonus will be increased by the Bonus Percentage multiplied by the amount of the Payment applied to the Benefit Base.

If there are no Withdrawals during the Contract Year, the Bonus will be added to the Benefit Base on the immediately-following Contract Anniversary.

Step-Up

On each Contract Anniversary up to and including the Maximum Step-Up Date, we will compare the Benefit Base, including any Bonus payable on that date, to the Highest Periodic Contract Value for the one-year period ending on that Contract Anniversary. If the Highest Periodic Contract Value is greater, we will automatically Step-Up the Benefit Base to equal to the Highest Periodic Contract Value.

If the Rider Fee Percentage would increase as a result of a Step-Up as described below in the "Rider Fee" provision, you will receive advance notice of the increase in the Rider Fee Percentage and be given the opportunity to decline the automatic Step-Up. If we increase the fee and you decline an automatic Step-Up, you will have the option to elect to Step-Up within 30 days following any subsequent Contract Anniversary if the Highest Periodic Contract Value exceeds the Benefit Base. This election will resume automatic Step-Ups.

Target Amount Adjustment

On the Target Date(s) shown in the Specifications, the Benefit Base will equal the greater of the Benefit Base including any Bonus or Step-Up, or the Target Amount shown in the Specifications above. If this Rider is issued after the first Contract Anniversary, the Contract Value on the Rider Date will be treated as a Payment for purposes of the Target Amount.

Effect of Withdrawals Prior to the Lifetime Income Date

Any Withdrawals prior to the Lifetime Income Date will decrease the Benefit Base Proportionately. (See the definition of "Proportionately" in the "Definitions" section.)

Notwithstanding the Withdrawal discussion above, the Benefit Base will decrease by the amount of the Withdrawal when all Withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Effect of Withdrawals On or After the Lifetime Income Date

Any Withdrawals on or after the Lifetime Income Date, will not reduce the Benefit Base if total Withdrawals during a Contract Year are less than or equal to the LIA. All Excess Withdrawals during a Contract Year will reduce the Benefit Base Proportionately.

Notwithstanding the Withdrawal discussions above, a decrease of the Benefit Base will not result when all Withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

CALCULATION OF LIFETIME INCOME AMOUNT (LIA)

The initial LIA is equal to the Lifetime Income Percentage multiplied by the Benefit Base on the later of: (a) the Rider Date or (b) the Lifetime Income Date (see "Calculation of Benefit Base" provision above). The LIA will not be determined before the Lifetime Income Date.

Each time the Benefit Base is changed after the Lifetime Income Date, then the new LIA will equal the Lifetime Income Percentage multiplied by the new Benefit Base.

LIFE EXPECTANCY DISTRIBUTIONS

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

- (a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
- (b) are paid to the Owner:
 - (i) pursuant to Internal Revenue Code ("Code") Section 72(t)(2)(A)(iv) upon the request of the Owner ("Pre-59 1/2 Distributions"); or
 - (ii) as required or contemplated by Code Section 401(a)(9), Section 403(b)(10), Section 408(b)(3), or Section 408A(c), as the case may be ("Qualified Death Benefit Stretch Distributions" and "Required Minimum Distributions"); and
- (c) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

SETTLEMENT PHASE

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value reduces to zero, Withdrawals during the Contract Year do not exceed the LIA, but the Benefit Base is still greater than zero. You will automatically receive settlement payments each Contract Year equal to the LIA during the life of the Covered Person. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date.

The settlement payments will be paid no less frequently than annually.

If the Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

EFFECT OF PAYMENT OF DEATH BENEFIT

If the Contract's Death Benefit is paid while this Rider is in effect, and if the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract, the following will determine whether this Rider continues or terminates:

- (a) If the deceased Owner (Annuitant if the Owner is not an individual) is the Covered Person, the Rider will terminate.
- (b) If the deceased Owner (Annuitant if the Owner is not an individual) is not the Covered Person and the Covered Person remains an Owner, Annuitant or Beneficiary, the Rider will continue. In such instance, if the LIA has not been determined prior to the payment of the Death Benefit, it will be determined on the first anniversary of the date the Death Benefit was determined after the Covered Person has reached the Lifetime Income Date, instead of the original Contract Anniversary Dates.

If the Rider continues, under b) above, the Rider Fee will continue (See the "Rider Fee" provision). If the Rider continues, the Benefit Base will automatically Step-Up if the Death Benefit on the date the Death Benefit was determined was greater than the Benefit Base on that date. (See the "Calculation of Benefit Base - Step-Up" provision.)

The Beneficiary is eligible for any remaining Bonuses and any Step-Ups. However, any such remaining Bonuses will be calculated and applied on future anniversaries of the date the Death Benefit was determined instead of the original Contract Anniversary Dates. Step-Ups and the Highest Periodic Contract Value will also be measured beginning from the date the Death Benefit was determined. The Maximum Step-Up Date, shown in the Specifications above, as measured beginning from the Rider Date, is still applicable. When Withdrawals deplete the Contract Value to zero, if the Benefit Base is still greater than zero, then the Rider enters its Settlement Phase. (See the "Settlement Phase" provision above.)

RIDER FEE

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Specifications above, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for subsequent Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If an Excess Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Specifications above, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement

Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Specifications above. We reserve the right to increase the Rider Fee Percentage on the effective date of each Step-Up after the Rider Fee Guarantee Period in the Specifications. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage, shown in the Specifications above.

INVESTMENT OPTIONS

We reserve the right to restrict Investment Options at any time. If an Investment Option is restricted, no transfers into the restricted Investment Options will be allowed and no Payments may be allocated to the restricted Investment Options after the date of the restriction. Any amounts previously allocated to an Investment Option that is subsequently restricted will be unaffected by such restrictions.

We also reserve the right to limit the actual percentages allocated to certain Investment Options, to require that certain Investment Options be chosen in conjunction with other Investment Options, to limit transfers between existing Investment Options and/or to require periodic rebalancing of existing variable Investment Accounts to the required percentages.

TERMINATION

This rider will terminate upon the earlier of:

- (a) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
- (b) the date an Annuity Option commences; or
- (c) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
- (d) the date there is no longer a Covered Person under this Rider; or
- (e) termination of the Contract.

ALTERNATE ANNUITY OPTION

In addition to the Annuity Options provided by your Contract, we offer the following Alternate Annuity Option on or after the later of the oldest Annuitant's 90th birthday or the 10th Contract Anniversary. We reserve the right to revise the availability of this option to comply with state laws and regulations or with federal Code or Treasury regulations.

LIA with Cash Refund: If you elect this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any,
or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

MISCELLANEOUS

Except as modified by this Rider, the provisions of the Contract also apply to this Rider.

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

[]

[Secretary]

SPOUSAL GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER

This Rider is effective on the Rider Date. Election of this Rider is irrevocable and may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached. If this Rider is added to a previously issued Contract, it replaces and supercedes any other previously issued Guaranteed Minimum Withdrawal Benefit Rider to the Contract.

SPECIFICATIONS

ADDITIONAL PAYMENT LIMIT:	[\$100,000]	
BONUS PERIOD:	[[First] [10] Contract Years after the Rider Date.]	
BONUS PERCENTAGE:	Determined On <u>Contract Anniversaries</u>	<u>Bonus Percentage is</u>
	[During the [first 3] Contract Year[s] after the Rider Date]	[4%]
	[During the [4 th] through [6 th] Contract Years after the Rider Date]	[5%]
	[During the [7 th] and later Contract Years after the Rider Date]	[6%]
COVERED PERSONS:	[John Doe] [Jane Doe]	
HIGHEST PERIODIC CONTRACT VALUE	The highest of the [Semi-annual] Contract Values determined during the one-year period that ends on the current Contract Anniversary. The [Semi-annual] Contract Value is the Contract Value on a [Semi-annual] Contract Anniversary increased by Additional Payments and reduced [Proportionately] by Excess Withdrawals subsequent to the [Semi-annual] Contract Anniversary and on or prior to the current Contract Anniversary.	
LIFETIME INCOME DATE:	[01/01/2025]	
LIFETIME INCOME PERCENTAGE:	[Covered Person's Age at [Contract Anniversary prior to <u>first Withdrawal]]</u>	<u>[Percentage]</u>
	[55 - 64]	[4%]
	[65 - 74]	[5%]
	[75 and over]	[6%]
MAXIMUM BENEFIT BASE:	[\$5,000,000]	
MAXIMUM RIDER FEE PERCENTAGE:	[1.20%]	

MAXIMUM STEP-UP DATE Contract Anniversary following the Annuitant's [95th] birthday.

[SEMI-ANNUAL] CONTRACT ANNIVERSARY Each [6 month] anniversary of the Contract Date. If the [Semi-annual] Contract Anniversary would be the 29th, 30th or 31st of a month without those dates, it will occur on the 1st of the following month.

RIDER DATE: [02/01/2008]

RIDER FEE PERCENTAGE: [0.65%]

RIDER FEE GUARANTEE PERIOD End of [1st] Contract Year.

TARGET DATE AND TARGET AMOUNT Target Date [1]: [The later of (a) the [10th] Contract Anniversary after the Rider Date or (b) the Contract Anniversary after the [youngest Covered Person's] attained age [70]].

The Target Amount is [the greater of]

[1.] [the highest Target Value for each [Semi-annual] Contract Anniversary beginning on the Rider Date and up to and including the [Lifetime Income Date]. The Target Value is [200%] of the Contract Value on a [Semi-annual] Contract Anniversary. This amount is increased by Additional Payments and reduced [Proportionately] by Withdrawals subsequent to the [Semi-annual] Contract Anniversary and on or prior to the Target Date.]

[and]

[2.] [[200%] multiplied by the Payments applied to the Benefit Base during the [1st two] Contract Year(s) following the Rider Date plus [100%] multiplied by the Payments applied to the Benefit Base in Contract Years [3 and later] following the Rider Date. This amount is reduced [Proportionately] by Withdrawals, in the order they occur, prior to the Target Date.]

DEFINITIONS

The following definitions are applicable to this Rider only:

BENEFIT BASE

The Benefit Base is the total amount used for purposes of calculating future periodic withdrawals under this Rider. The Benefit Base cannot be withdrawn in a lump sum and will not exceed the Maximum Benefit Base shown in the Specifications above.

COVERED PERSONS

The Covered Persons are named in the Specifications above. The Covered Persons must be spouses and Co-Owners of the Contract or one spouse must be the Owner (or Annuitant, if the Owner is a non-natural person) and the other spouse must be the sole primary Beneficiary. A spouse must qualify as a "spouse" under federal law in order to be a Covered Person. A Covered Person who is removed as Owner, Annuitant or Beneficiary of the Contract, will no longer be a Covered Person. An Owner, Annuitant or Beneficiary named after the Rider Date will not be a Covered Person under this Rider.

EXCESS WITHDRAWAL

The Excess Withdrawal is any Withdrawal prior to the Lifetime Income Date or any Withdrawal after the Lifetime Income Date that exceeds the LIA or causes the total of all Withdrawals during the Contract Year to exceed the LIA.

LIFETIME INCOME AMOUNT (LIA)

The Lifetime Income Amount is the amount that is guaranteed to be available each Contract Year for withdrawal during the life of either Covered Person while this Rider is in effect. The LIA reduces to zero upon the death of the last Covered Person or upon a change in Owner, Beneficiary or Annuitant that removes the last Covered Person from the Contract as an Owner, Beneficiary or Annuitant.

LIFETIME INCOME DATE

The Lifetime Income Date is the earliest date on which the initial LIA is calculated. This date is shown in the Specifications above.

PROPORTIONATELY

Proportionately means a Withdrawal reduces the benefit in the same proportion as the amount of the Withdrawal divided by the Contract Value prior to the Withdrawal.

WITHDRAWALS

The amount withdrawn, including any applicable Withdrawal Charges.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT

This benefit guarantees that each Contract Year during the life of either Covered Person after the Lifetime Income Date, you may take Withdrawals up to an amount equal to the LIA, even if your Contract Value reduces to zero. The LIA is described below in the "Calculation of Lifetime Income Amount (LIA)" provision.

EFFECT OF THIS BENEFIT ON CONTRACT

All Withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. The Death Benefit provided by the Contract is also reduced by Withdrawals under this Rider. Withdrawals will reduce the Death Benefit as described in the Contract or any applicable Death Benefit rider.

ADDITIONAL PAYMENT LIMITS

The following limits on Additional Payments are in addition to any Payment limitations described in your Contract.

No Additional Payment will be accepted without our prior approval on or after the first Contract Anniversary following the Rider Date that either:

- (a) exceeds the Additional Payment Limit, shown in the Specifications above or
- (b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

Notwithstanding the above, we reserve the right to refuse to accept Additional Payments at any time after the first Contract Anniversary following the Rider Date.

CALCULATION OF BENEFIT BASE

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If you add this Rider after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If you add this Rider on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Bonuses, Step-Ups, or a Target Amount Adjustment and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base shown in the Specifications above.

Additional Payments

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawals since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.

- (b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or Withdrawals, then the current Additional Payment will be reduced by Withdrawals less the amount of Additional Payments that have not adjusted the Benefit Base. The Withdrawals and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a Withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Bonus

On each Contract Anniversary during the Bonus Period, we will determine the Bonus payable if no Withdrawals are taken during the Contract Year that begins on that anniversary. The Bonus is equal to the Bonus Percentage for that Contract Anniversary as shown in the Specifications multiplied by:

- (a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
- (b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If however, the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Bonus will equal the Bonus Percentage multiplied by the Benefit Base on the date of the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such date.

If any Payments are applied to the Benefit Base during the Contract Year, the Bonus will be increased by the Bonus Percentage multiplied by the amount of the Payment applied to the Benefit Base.

If there are no Withdrawals during the Contract Year, the Bonus will be added to the Benefit Base on the immediately-following Contract Anniversary.

Step-Up

On each Contract Anniversary up to and including the Maximum Step-Up Date, we will compare the Benefit Base, including any Bonus payable on that date, to the Highest Periodic Contract Value for the one-year period ending on that Contract Anniversary. If the Highest Periodic Contract Value is greater, we will automatically Step-Up the Benefit Base to equal to the Highest Periodic Contract Value.

If the Rider Fee Percentage would increase as a result of a Step-Up as described below in the "Rider Fee" provision, you will receive advance notice of the increase in the Rider Fee Percentage and be given the opportunity to decline the automatic Step-Up. If we increase the fee and you decline an automatic Step-Up, you will have the option to elect to Step-Up within 30 days following any subsequent Contract Anniversary if the Highest Periodic Contract Value exceeds the Benefit Base. This election will resume automatic Step-Ups.

Target Amount Adjustment

On the Target Date(s) shown in the Specifications, the Benefit Base will equal the greater of the Benefit Base including any Bonus or Step-Up, or the Target Amount shown in the Specifications above. If this Rider is issued after the first Contract Anniversary, the Contract Value on the Rider Date will be treated as a Payment for purposes of the Target Amount.

Effect of Withdrawals Prior to the Lifetime Income Date

Any Withdrawals prior to the Lifetime Income Date will decrease the Benefit Base Proportionately. (See the definition of "Proportionately" in the "Definitions" section.)

Notwithstanding the Withdrawal discussion above, the Benefit Base will decrease by the amount of the Withdrawal when all Withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Effect of Withdrawals On or After the Lifetime Income Date

Any Withdrawals on or after the Lifetime Income Date, will not reduce the Benefit Base if total Withdrawals during a Contract Year are less than or equal to the LIA. All Excess Withdrawals during a Contract Year will reduce the Benefit Base Proportionately.

Notwithstanding the Withdrawal discussions above, a decrease of the Benefit Base will not result when all Withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

CALCULATION OF LIFETIME INCOME AMOUNT (LIA)

The initial LIA is equal to the Lifetime Income Percentage multiplied by the Benefit Base on the later of: (a) the Rider Date or (b) the Lifetime Income Date (see "Calculation of Benefit Base" provision above). The LIA will not be determined before the Lifetime Income Date.

Each time the Benefit Base is changed after the Lifetime Income Date, then the new LIA will equal the Lifetime Income Percentage multiplied by the new Benefit Base.

LIFE EXPECTANCY DISTRIBUTIONS

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

- (a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
- (b) are paid to the Owner:
 - (i) pursuant to Internal Revenue Code ("Code") Section 72(q)(2)(D) upon the request of the Owner ("Pre-59 1/2 Distributions"); or
 - (ii) pursuant to Code Section 72(s)(2) upon the request of the Owner ("Non-Qualified Death Benefit Stretch Distributions"); and
- (c) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

SETTLEMENT PHASE

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value reduces to zero, Withdrawals during the Contract Year do not exceed the LIA but the Benefit Base is still greater than zero. You will automatically receive settlement payments each Contract Year equal to the LIA during the life of either

Covered Person. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date.

The settlement payments will be paid no less frequently than annually.

If the last Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

EFFECT OF PAYMENT OF DEATH BENEFIT

If the last Covered Person dies while this Rider is in effect, this Rider terminates and no further benefits are paid under this Rider.

RIDER FEE

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Specifications above, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for subsequent Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If an Excess Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Specifications above, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, the Rider Fee will continue.

The initial Rider Fee Percentage is shown in the Specifications above. We reserve the right to increase the Rider Fee Percentage on the effective date of each Step-Up after the Rider Fee Guarantee Period in the Specifications. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage, shown in the Specifications above.

INVESTMENT OPTIONS

We reserve the right to restrict Investment Options at any time. If an Investment Option is restricted, no transfers into the restricted Investment Options will be allowed and no Payments may be allocated to the restricted Investment Options after the date of the restriction. Any amounts previously allocated to an Investment Option that is subsequently restricted will be unaffected by such restrictions.

We also reserve the right to limit the actual percentages allocated to certain Investment Options, to require that certain Investment Options be chosen in conjunction with other Investment Options, to limit

transfers between existing Investment Options and/or to require periodic rebalancing of existing variable Investment Accounts to the required percentages.

TERMINATION

This rider will terminate upon the earlier of:

- (a) the date of the first Covered Person's death and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
- (b) the date of the last Covered Person's death; or
- (c) the date an Annuity Option commences; or
- (d) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
- (e) the date there is no longer a Covered Person under this Rider; or
- (f) termination of the Contract.

ALTERNATE ANNUITY OPTIONS

In addition to the Annuity Options provided by your Contract, we offer the following Alternate Annuity Options on or after the later of the oldest Annuitant's 90th birthday or the 10th Contract Anniversary. We reserve the right to revise the availability of these options to comply with state laws and regulations or with federal Code or Treasury regulations.

Joint LIA with Cash Refund: This option is available if both Covered Persons remain under the Rider and they are the Annuitant and Co-Annuitant at election of this option. If you elect this option, we will make payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. After the death of the surviving Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any,
or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Joint Life Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

LIA with Cash Refund: This option is available if only one Covered Person remains under the Rider and the Covered Person is the Annuitant. If you elect this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any,
or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

MISCELLANEOUS

Except as modified by this Rider, the provisions of the Contract also apply to this Rider.

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

[]

[Secretary]

SPOUSAL GUARANTEED MINIMUM WITHDRAWAL BENEFIT RIDER

This Rider is effective on the Rider Date. Election of this Rider is irrevocable and may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached, including applicable Qualified Plan provisions added by Endorsement. If this Rider is added to a previously issued Contract, it replaces and supercedes any other previously issued Guaranteed Minimum Withdrawal Benefit Rider to the Contract.

SPECIFICATIONS

ADDITIONAL PAYMENT LIMIT:	[\$100,000]
BONUS PERIOD:	[[First] [10] Contract Years after the Rider Date.]
BONUS PERCENTAGE:	Determined On <u>Contract Anniversaries</u> [During the [first 3] Contract Year[s] after the Rider Date] <u>Bonus Percentage is</u> [4%] [During the [4 th] through [6 th] Contract Years after the Rider Date] [5%] [During the [7 th] and later Contract Years after the Rider Date] [6%]
COVERED PERSONS:	[John Doe] [Jane Doe]
HIGHEST PERIODIC CONTRACT VALUE	The highest of the [Semi-annual] Contract Values determined during the one-year period that ends on the current Contract Anniversary. The [Semi-annual] Contract Value is the Contract Value on a [Semi-annual] Contract Anniversary increased by Additional Payments and reduced [Proportionately] by Excess Withdrawals subsequent to the [Semi-annual] Contract Anniversary and on or prior to the current Contract Anniversary.
LIFETIME INCOME DATE:	[01/01/2025]
LIFETIME INCOME PERCENTAGE:	[Covered Person's Age at [Contract Anniversary prior to <u>first Withdrawal</u>] <u>Percentage</u> [55 - 64] [4%] [65 - 74] [5%] [75 and over] [6%]
MAXIMUM ADDITIONAL PAYMENT AGE	[On or after the oldest Owner's or Annuitant's (if the Owner is a non-natural person) attained age [81]]

MAXIMUM BENEFIT BASE:	[\$5,000,000]
MAXIMUM RIDER FEE PERCENTAGE:	[1.20%]
MAXIMUM STEP-UP DATE	Contract Anniversary following the Annuitant's [95 th] birthday.
[SEMI-ANNUAL] CONTRACT ANNIVERSARY	Each [6 month] anniversary of the Contract Date. If the [Semi-annual] Contract Anniversary would be the 29 th , 30 th or 31 st of a month without those dates, it will occur on the 1 st of the following month.
RIDER DATE:	[02/01/2008]
RIDER FEE PERCENTAGE:	[0.65%]
RIDER FEE GUARANTEE PERIOD	End of the [1 st] Contract Year.
TARGET DATE AND TARGET AMOUNT	<p>Target Date [1]: [The later of (a) the [10th] Contract Anniversary after the Rider Date or (b) the Contract Anniversary after the [youngest Covered Person's] attained age [70]].</p> <p>The Target Amount is [the greater of]</p> <p>[1.] [the highest Target Value for each [Semi-annual] Contract Anniversary beginning on the Rider Date and up to and including the [Lifetime Income Date]. The Target Value is [200%] of the Contract Value on a [Semi-annual] Contract Anniversary. This amount is increased by Additional Payments and reduced [Proportionately] by Withdrawals subsequent to the [Semi-annual] Contract Anniversary and on or prior to the Target Date.]</p> <p>[and]</p> <p>[2.] [[200%] multiplied by the Payments applied to the Benefit Base during the [1st two] Contract Year(s) following the Rider Date plus [100%] multiplied by the Payments applied to the Benefit Base in Contract Years [3 and later] following the Rider Date. This amount is reduced [Proportionately] by Withdrawals, in the order they occur, prior to the Target Date.]</p>

DEFINITIONS

The following definitions are applicable to this Rider only:

BENEFIT BASE

The Benefit Base is the total amount used for purposes of calculating future periodic withdrawals under this Rider. The Benefit Base cannot be withdrawn in a lump sum and will not exceed the Maximum Benefit Base shown in the Specifications above.

COVERED PERSONS

The Covered Persons are named in the Specifications above. The Covered Persons must be spouses and Co-Owners of the Contract or one spouse must be the Owner (or the Annuitant if the Owner is a non-natural person) and the other spouse must be the Beneficiary. A spouse must qualify as a "spouse" under federal law in order to be a Covered Person. A Covered Person who is removed as Owner, Annuitant or Beneficiary of the Contract, will no longer be a Covered Person. An Owner, Annuitant or Beneficiary named after the Rider Date will not be a Covered Person under this Rider.

EXCESS WITHDRAWAL

The Excess Withdrawal is any Withdrawal prior to the Lifetime Income Date or any Withdrawal after the Lifetime Income Date that exceeds the LIA or causes the total of all Withdrawals during the Contract Year to exceed the LIA.

LIFETIME INCOME AMOUNT (LIA)

The Lifetime Income Amount is the amount that is guaranteed to be available each Contract Year for withdrawal during the life of either Covered Person while this Rider is in effect. The LIA reduces to zero upon the death of the last Covered Person or upon a change in Owner, Beneficiary or Annuitant that removes the last Covered Person from the Contract as an Owner, Beneficiary or Annuitant.

LIFETIME INCOME DATE

The Lifetime Income Date is the earliest date on which the initial LIA is calculated. This date is shown in the Specifications above.

PROPORTIONATELY

Proportionately means a Withdrawal reduces the benefit in the same proportion as the amount of the Withdrawal divided by the Contract Value prior to the Withdrawal.

WITHDRAWALS

The amount withdrawn, including any applicable Withdrawal Charges.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT

This benefit guarantees that each Contract Year during the life of either Covered Person after the Lifetime Income Date, you may take Withdrawals up to an amount equal to the LIA, even if your

Contract Value reduces to zero. The LIA is described below in the "Calculation of Lifetime Income Amount (LIA)" provision.

EFFECT OF THIS BENEFIT ON CONTRACT

All Withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. The Death Benefit provided by the Contract is also reduced by Withdrawals under this Rider. Withdrawals will reduce the Death Benefit as described in the Contract or any applicable Death Benefit rider.

ADDITIONAL PAYMENT LIMITS

The following limits on Additional Payments are in addition to any Payment limitations described in your Contract.

No Additional Payment will be accepted without our prior approval on or after the later of the first Contract Anniversary following the Rider Date or the Contract Anniversary after the oldest Owner's age 65 that either:

- (a) exceeds the Additional Payment Limit, shown in the Specifications above or
- (b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

In addition to the above restrictions, no Additional Payments will be accepted after the Maximum Additional Payment Age shown in the Specifications above. Notwithstanding the above, we reserve the right to refuse to accept Additional Payments at any time after the later of the first Contract Anniversary following the Rider Date or the Contract Anniversary after the oldest Owner's age 65.

CALCULATION OF BENEFIT BASE

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If you add this Rider after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If you add this Rider on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Bonuses, Step-Ups, or a Target Amount Adjustment and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Specifications above.

Additional Payments

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawals since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
- (b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or Withdrawals, then the current Additional Payment will be reduced by Withdrawals less the amount of

Additional Payments that have not adjusted the Benefit Base. The Withdrawals and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent (i) increase in Benefit Base by an Additional Payment, or (ii) Step-Up, or (iii) decrease due to a Withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Bonus

On each Contract Anniversary during the Bonus Period, we will determine the Bonus payable if no Withdrawals are taken during the Contract Year that begins on that anniversary. The Bonus is equal to the Bonus Percentage for that Contract Anniversary as shown in the Specifications multiplied by:

- (a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
- (b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If however, the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Bonus will equal the Bonus Percentage multiplied by the Benefit Base on the date of the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such date.

If any Payments are applied to the Benefit Base during the Contract Year, the Bonus will be increased by the Bonus Percentage multiplied by the amount of the Payment applied to the Benefit Base.

If there are no Withdrawals during the Contract Year, the Bonus will be added to the Benefit Base on the immediately-following Contract Anniversary.

Step-Up

On each Contract Anniversary up to and including the Maximum Step-Up Date, we will compare the Benefit Base, including any Bonus payable on that date, to the Highest Periodic Contract Value for the one-year period ending on that Contract Anniversary. If the Highest Periodic Contract Value is greater, we will automatically Step-Up the Benefit Base to equal to the Highest Periodic Contract Value.

If the Rider Fee Percentage would increase as a result of a Step-Up as described below in the "Rider Fee" provision, you will receive advance notice of the increase in the Rider Fee Percentage and be given the opportunity to decline the automatic Step-Up. If we increase the fee and you decline an automatic Step-Up, you will have the option to elect to Step-Up within 30 days following any subsequent Contract Anniversary if the Highest Periodic Contract Value exceeds the Benefit Base. This election will resume automatic Step-Ups.

Target Amount Adjustment

On the Target Date(s) shown in the Specifications the Benefit Base will equal the greater of the Benefit Base including any Bonus or Step-Up, or the Target Amount shown in the Specifications above. If this Rider is issued after the first Contract Anniversary, the Contract Value on the Rider Date will be treated as a Payment for purposes of the Target Amount.

Effect of Withdrawals Prior to the Lifetime Income Date

Any Withdrawals prior to the Lifetime Income Date will decrease the Benefit Base Proportionately. (See the definition of "Proportionately" in the "Definitions" section.)

Notwithstanding the Withdrawal discussion above, the Benefit Base will decrease by the amount of the Withdrawal when all Withdrawals during the Contract Year are Life Expectancy Distributions elected

under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Effect of Withdrawals On or After the Lifetime Income Date

Any Withdrawals on or after the Lifetime Income Date, will not reduce the Benefit Base if total Withdrawals during a Contract Year are less than or equal to the LIA. All Excess Withdrawals during a Contract Year will reduce the Benefit Base Proportionately.

Notwithstanding the Withdrawal discussions above, a decrease of the Benefit Base will not result when all Withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

CALCULATION OF LIFETIME INCOME AMOUNT (LIA)

The initial LIA is equal to the Lifetime Income Percentage multiplied by the Benefit Base on the later of: (a) the Rider Date or (b) the Lifetime Income Date (see "Calculation of Benefit Base" provision above). The LIA will not be determined before the Lifetime Income Date.

Each time the Benefit Base is changed after the Lifetime Income Date, then the new LIA will equal the Lifetime Income Percentage multiplied by the new Benefit Base.

LIFE EXPECTANCY DISTRIBUTIONS

For purposes of this Rider, Life Expectancy Distributions are distributions within a calendar year that:

- (a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
- (b) are paid to the Owner:
 - (i) pursuant to Internal Revenue Code ("Code") Section 72(t)(2)(A)(iv) upon the request of the Owner ("Pre-59 1/2 Distributions"); or
 - (ii) as required or contemplated by Code Section 401(a)(9), Section 403(b)(10), Section 408(b)(3), or Section 408A(c), as the case may be ("Qualified Death Benefit Stretch Distributions" and "Required Minimum Distributions"); and
- (c) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include the Beneficiary, as applicable.

We reserve the right to make any changes necessary to comply with the Code and Treasury Regulations.

SETTLEMENT PHASE

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value reduces to zero, Withdrawals during the Contract Year do not exceed the LIA but the Benefit Base is still greater than zero. You will automatically receive settlement payments each Contract Year equal to the LIA during the life of either

Covered Person. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date.

The settlement payments will be paid no less frequently than annually.

If the last Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

EFFECT OF PAYMENT OF DEATH BENEFIT

If the last Covered Person dies while this Rider is in effect, this Rider terminates and no further benefits are paid under this Rider.

RIDER FEE

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Specifications above, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for subsequent Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If an Excess Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Specifications above, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, the Rider Fee will continue.

The initial Rider Fee Percentage is shown in the Specifications above. We reserve the right to increase the Rider Fee Percentage on the effective date of each Step-Up after the Rider Fee Guarantee Period in the Specifications. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage, shown in the Specifications above.

INVESTMENT OPTIONS

We reserve the right to restrict Investment Options at any time. If an Investment Option is restricted, no transfers into the restricted Investment Options will be allowed and no Payments may be allocated to the restricted Investment Options after the date of the restriction. Any amounts previously allocated to an Investment Option that is subsequently restricted will be unaffected by such restrictions.

We also reserve the right to limit the actual percentages allocated to certain Investment Options, to require that certain Investment Options be chosen in conjunction with other Investment Options, to limit

transfers between existing Investment Options and/or to require periodic rebalancing of existing variable Investment Accounts to the required percentages.

TERMINATION

This rider will terminate upon the earlier of:

- (a) the date of the first Covered Person's death and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
- (b) the date of the last Covered Person's death; or
- (c) the date an Annuity Option commences; or
- (d) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
- (e) the date there is no longer a Covered Person under this Rider; or
- (f) termination of the Contract.

ALTERNATE ANNUITY OPTIONS

In addition to the Annuity Options provided by your Contract, we offer the following Alternate Annuity Options on or after the later of the oldest Annuitant's 90th birthday or the 10th Contract Anniversary. We reserve the right to revise the availability of these options to comply with state laws and regulations or with federal Code or Treasury regulations.

Joint LIA with Cash Refund: This option is available if both Covered Persons remain under the Rider and they are the Annuitant and Co-Annuitant at election of this option. If you elect this option, we will make payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. After the death of the surviving Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any,
or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Joint Life Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

LIA with Cash Refund: This option is available if only one Covered Person remains under the Rider and the Covered Person is the Annuitant. If you elect this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

The annual amount of the annuity payments will equal the greater of

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any,
or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

MISCELLANEOUS

Except as modified by this Rider, the provisions of the Contract also apply to this Rider.

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

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[Secretary]

SERFF Tracking Number: MALF-125523131 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 38543
Company Tracking Number: BR001NQ.08
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: GMWB Rider (June, 2008)
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MALF-125523131 State: Arkansas
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Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 03/05/2008
Comments:
Attachment:
AR - Certification.pdf

Review Status:
Bypassed -Name: Application 03/05/2008
Bypass Reason: N/A to this filing.
Comments:

Review Status:
Satisfied -Name: Life & Annuity - Acturial Memo 03/05/2008
Comments:
Attachment:
01 Actuarial Memorandum (BR001NQ08 et al).pdf

Review Status:
Satisfied -Name: Statement of Variability 03/26/2008
Comments:
The attached Statement of Variability explains the variably bracketed areas contained in these riders.
Attachment:
Stmt of Variability.pdf

ARKANSAS CERTIFICATION

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

Form Number(s): BR001NQ.08, BR001Q.08, BR002NQ.08 and BR002.08

Having carefully reviewed the above numbered form, we hereby certify, to the best of our knowledge, information and ability, that:

1. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 19;
2. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 49;
3. Said forms are exempt from ACA 23-80-206 (Flesch) due to the fact that such forms are securities, subject to federal regulations and must comply with requirements of the Securities and Exchange Commission.
4. Said form conforms in all aspects to the provisions of ACA 23-79-138 (Consumer Information Notice). *NA for this rider filing. The required Consumer Information Notice is attached to the previously-approved base contracts with which these Riders will be issued.*
5. Said form contains no provision or provisions previously disapproved or called to our attention by the Insurance Department of Arkansas, except as follows: NONE



Vice President – U.S. Annuities

Signed at: Boston, Massachusetts_____

Date: 3/24/08_____

**Actuarial Memorandum for
Withdrawal Benefit Rider, Form BR001NQ.08, BR001Q.08, BR002NQ.08, BR002Q.08**

Purpose

This document describes the methodology used for reserving for the Guaranteed Minimum Withdrawal Benefit Riders, forms BR001NQ.08, BR001Q.08, BR002NQ.08 and BR002Q.08 utilized by John Hancock Life Insurance Company (U.S.A.), and the formulae used in determining the benefit under this form. The Company's parent, Manulife Financial, is a Canadian domiciled Company.

Scope

The document contains a description of the Guaranteed Minimum Withdrawal Benefit Riders, the formulae for determining the benefit, and addresses the reserving for these rider forms only. It does not encompass any previously or subsequently approved Guaranteed Living Benefits.

Reserve Certification

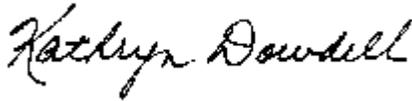
John Hancock Life Insurance Company (U.S.A.) hereby certifies that the reserves to be held for the above referenced Withdrawal Benefit Rider will comply with Guideline 39.

John Hancock Life Insurance Company (U.S.A.) also certifies that reserves will be brought up to the applicable Actuarial Guideline for Guaranteed Withdrawal Benefits when such Actuarial Guideline is adopted by the NAIC, and assuming such Actuarial Guideline requires higher reserves than those the Company has been holding.

Formulae Certification

John Hancock Life Insurance Company (U.S.A.) hereby certifies that the formulae included in this document are those used to determine the benefit for the above referenced Withdrawal Benefit Rider.

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



March 25, 2008

Kathryn T. Dowdell F.S.A., M.A.,A.A.
Product Actuary

Date

Description of Form

Forms BR001NQ.08, BR001Q.08, BR002NQ.08 and BR002Q.08 are Guaranteed Withdrawal riders which can be attached, *at the contract owner's option*, to any of our flexible payment deferred combination fixed and variable annuity contracts. The current base contracts with which this rider may be used were identified in the submission letter accompanying this rider which also provided that this rider may also be used with appropriate subsequently approved contracts. The riders provide for a guaranteed annual withdrawal amount each year during a Covered Person's lifetime beginning on or after a specified Lifetime Income Date. The guaranteed annual withdrawal amount is referred to as the Lifetime Income Amount (LIA). Forms BR001NQ.08 and BR001Q.08 are single life forms that provide the LIA for the life of one Covered Person. Forms BR002NQ.08 and BR002Q.08 are joint life forms that provide the LIA during the lifetime of two Covered Persons, who must be spouses, and during the lifetime of the survivor.

The Lifetime Income Amount is initially equal to the LIA Percentage times the Benefit Base on the Lifetime Income Date. The Benefit Base is used solely for the purpose of determining the annual withdrawal limits and rider fees. The Benefit Base is not available as a lump sum.

A Covered Person is covered by the rider as long as they remain an owner, annuitant or beneficiary of the Contract.

Changes to Benefit Base

The initial Benefit Base is equal to the initial Purchase Payment, subject to a maximum Benefit Base indicated in the Rider. The Benefit Base may increase as a result of additional Purchase Payments, Bonuses, Step-ups or a Target Amount Adjustment. The Benefit Base may decrease as a result of withdrawals.

Prior to the Lifetime Income Date all additional Purchase Payments will increase the Benefit Base, subject to the maximum Benefit Base indicated in the Rider. After the Lifetime Income Date, additional Purchase Payments increase the Benefit Base only to the extent that the amount of the Purchase Payment exceeds prior withdrawals adjusted for prior Purchase Payments made since the last change in Benefit Base due to a Step-up, increase in Benefit Base due to a Purchase Payment, or decrease resulting from a Withdrawal. If the Benefit Base increases as a result of an additional Purchase Payment, the LIA will increase to equal the LIA percentage times the new Benefit Base.

A Bonus will be added to the Benefit Base on each Contract Anniversary during the Bonus Period, if no withdrawal was taken in the prior Contract Year. The Bonus Amount is equal to the Bonus Percentage times the total of all Purchase Payments. If the Benefit Base has been stepped-up or decreased, the Bonus will equal the Bonus Percentage times the new Benefit Base as of the step-up or decrease, plus any Purchase Payments that have been applied to the Benefit Base. If the Benefit Base increases as a result of a Bonus, the LIA will increase to equal the LIA percentage times the new Benefit Base.

The rider also provides for potential increases to the Benefit Base to reflect the performance of the Investment Options elected. On each Contract Anniversary, we will compare the Benefit Base, including any Bonus, to the highest Periodic Contract Value during the one year period ending on that Contract Anniversary. We will Step-up the Benefit Base to the highest Periodic Contract Value, if greater. The Periodic Contract Value is the Contract Value on periodic anniversaries described in the rider, increased by subsequent payments and reduced proportionately by excess withdrawals. If the Benefit Base increases as a result of a Step-up, the LIA will increase to equal the LIA percentage times the new Benefit Base.

The Rider also provides the opportunity for a one-time Target Amount Adjustment on the Target Date specified in the Rider. The Benefit Base on the Target Date will equal the greater of the Benefit Base or the Target Amount. The Target Amount is the greater of (a) a percentage of Purchase Payments as specified in the Rider reduced pro-rata for withdrawals or (b) the highest Target Value prior to the Lifetime Income Date reduced pro-rata for withdrawals. If the Benefit Base increases as a result of a Target Amount Adjustment, the LIA will increase to equal the LIA percentage times the new Benefit Base.

Prior to the Lifetime Income Date, all withdrawals will decrease the Benefit Base on a pro-rata basis.

After the Lifetime Income Date, withdrawals that do not exceed the LIA will not reduce the Benefit Base. If a withdrawal during the Contract Year exceeds, or causes total withdrawals during that year to exceed, the LIA then the Benefit Base will be reduced on a pro-rata basis.

If the Benefit Base decreases as a result of a withdrawal, the LIA will decrease to equal the LIA percentage times the new Benefit Base.

Additional Payment Limitations

When this rider is elected Additional Payments to the contract are subject to the Additional Payment Limits described below.

For form BR001NQ.08 and BR002NQ.08, no additional Payment will be accepted after the first Contract Anniversary without our prior approval that either:

- (a) exceeds the Additional Payment Limit in the Rider or
- (b) causes the total of all additional Payments received since the first Contract Anniversary following the Contract Date to exceed the Additional Payment Limit.

We reserve the right to refuse to accept Additional Payments at any time following the first anniversary.

For form BR001Q.08 and BR002Q.08, no additional Payment will be accepted without our prior approval on or after the later of the first Contract Anniversary or the anniversary following the oldest Owner's 65th birthday that either:

- (a) exceeds the Additional Payment Limit or
- (b) causes the total of all additional Payments received since the first Contract Anniversary following the Contract Date to exceed the Additional Payment Limit.

In addition to the above restrictions, for forms BR001Q.08 and BR002Q.08, no additional Payments will be accepted after the Maximum Additional Payment Age shown in the Rider. We reserve the right to refuse to accept Additional Payments at any time following the first anniversary or the contract anniversary following the oldest Owner's 65th birthday, if later.

Investment Restrictions

When this rider is elected the available Investment Options are limited. Currently the available Investment Options are the 11 portfolios, 2 DCA accounts or the 4 Asset Allocation Models listed below. All options are not available through all firms. Any changes to available options are communicated through prospectus supplements and the annual update to the prospectus.

AVAILABLE PORTFOLIOS:

American Funds Asset Allocation Trust
MFC GIM American Fundamental Holdings
MFC GIM American Global Diversification
MFC GIM Franklin Templeton Founding Allocation Trust
MFC GIM Index Allocation
MFC GIM Lifestyle Growth
MFC GIM Lifestyle Balanced
MFC GIM Lifestyle Moderate
MFC GIM Lifestyle Conservative
MFC GIM Money Market
Wellington Core Allocation Plus

6 Month DCA
12 Month DCA

AVAILABLE MODEL ALLOCATION:

Model Name	Percentage allocation of Investment Option within Model	Investment Option
American Global Diversification	50%	American Global Growth
	20%	American Bond Trust
	15%	American Global Small Cap Trust
	10%	American High Income Bond
	5%	American New World Trust
Fundamental Holdings of America	15%	American International
	25%	American Growth-Income
	25%	American Growth
	35%	American Bond
Balanced: Growth & Income	5%	American Global Small Cap
	5%	American Growth
	5%	Templeton Global
	5%	Lord, Abbet Mid Cap Value
	15%	Franklin Mutual Shares
	15%	American Blue Chip Income & Growth
	10%	American Growth-Income
	25%	American Bond
15%	Wellington Investment Quality Bond	
Balanced Toward Growth	5%	American Global Small Cap
	10%	American Growth
	10%	Templeton Global
	5%	Lord, Abbet Mid Cap Value
	20%	Franklin Mutual Shares
	15%	American Blue Chip Income & Growth
	10%	American Growth-Income
	15%	American Bond
	10%	Wellington Investment Quality Bond
Growth	5%	American Global Small Cap
	5%	Wellington Mid Cap Stock
	15%	American Growth

	10%	Templeton Global
	5%	Lord, Abbet Mid Cap Value
	20%	Franklin Mutual Shares
	15%	American Blue Chip Income & Growth
	15%	American Growth-Income
	10%	American Bond
Freedom Global Asset Allocation	25%	Value & Restructuring
	25%	American Growth
	10%	International Opportunities
	10%	International Value
	15%	Strategic Bond
	15%	Global Bond

Rider Termination

The rider will terminate only upon the earliest of the following:

- Termination of the Contract
- Election of an Annuity Option
- Payment of a lump sum Death Benefit
- The date that the Contract Value and Benefit Base equal zero
- The date that there is no longer a Covered Person under the Rider
- The date a new Guaranteed Minimum Withdrawal Benefit Rider is added to the Contract under any program we may offer..

Impact of Rider on Contract

All withdrawals will reduce the Contract Value by the amount of the withdrawal. Withdrawals will decrease the Death Benefit either pro-rata or dollar for dollar based on the terms of the Contract or any applicable Death Benefit rider.

In addition to this rider, the Contract may also include the Enhanced Death Benefit Rider which provides for an Annual Step Death Benefit.

Formulae

Calculation Of Benefit Base

PMT_t	=	Payments made during the t^{th} valuation period
$APMT_t$	=	Amount of Payments made during the t^{th} valuation period applied to the Benefit Base
$WITH_t$	=	Amount withdrawn including withdrawal charges during the t^{th} valuation period
$TWITH_t$	=	Total amount withdrawn including withdrawal charges during the t^{th} valuation period between the most recent contract anniversary prior to the t^{th} valuation period and the end of the t^{th} valuation period
$RWITH_t$	=	Reduction in BB_t for amounts withdrawn during the t^{th} valuation period.
CV_t	=	Contract value at the end of the t^{th} valuation period
ACV_{pn}	=	Contract value at a Periodic Contract Anniversary adjusted by subsequent payments and reduced by subsequent excess withdrawals.
$MaxBB$	=	Maximum Benefit Base, as shown in the Specifications section
BB_t	=	Benefit Base at the end of the t^{th} valuation period
BB_0	=	PMT_0

For $t > 1$, if no Step-Up or decrease resulting from a Withdrawal is effective at the end of the t^{th} valuation period, then

$$BB_t = \text{Min} (\text{MaxBB}, BB_{t-1} + APMT_t + \text{BONUS}_t)$$

On each Contract Anniversary,

$$BB_t = \text{Min} (\text{MaxBB}, \text{MAX}(BB_b, ACV_{p1}, \dots, ACV_{pn}))$$

$$ACV_{pn} = CV_{pn} + \sum (PMT_n - RWith_n), \text{for } n \text{ from periodic anniversary to the end of the Contract Year}$$

$$RWITH_n = ACV_{pn} (\text{before withdrawal}) \times WITH_t / CV_t (\text{before withdrawal})$$

If a decrease resulting from a Withdrawal is effective at the end of the t^{th} valuation period, then

$$BB_t = \text{Min} (\text{MaxBB}, CV_t, BB_{t-1} + APMT_t - RWITH_t)$$

$$RWITH_t = (BB_{t-1} + P_t) \times WITH_t / CV_t$$

If t is the Target Date, then

$$BB_t = \text{Min} (\text{MaxBB}, \text{MAX}(TA, BB_t))$$

$$BB_t = BB_t$$

Calculation of Additional Payments Applied to Benefit Base

$$APMT_t = \text{Max}(0, PMT_t - \text{Max}(0, \sum_{x=1}^{t-1} (With_n - Pmt_n)))$$

where x = date of last change in Benefit Base due to step-up, Additional Payment or decrease resulting from a Withdrawal.

Calculation of Bonuses

BONUS% = Bonus Percentage, as shown in the Specifications section
r = date on which the later of the most recent decrease resulting from a Withdrawal or the most recent Step-Up prior to **t** is effective

If **t** is not a contract anniversary during the Bonus Period (as shown in the Specifications section) or $TWITH_t > 0$, then

$$BONUS_t = 0$$

If **t** is a contract anniversary during the Bonus Period (as shown in the Specifications section), and $TWITH_t = 0$ then

If a Step-Up or decrease resulting from a Withdrawal has not occurred prior to **t** then

$$BONUS_t = BONUS\% \times \sum_{x=1}^t APMT_x$$

If a Step-Up or decrease resulting from a Withdrawal has occurred prior to **t** then

$$BONUS_t = BONUS\% \times \left(BB_r + \sum_{x=r+1}^t APMT_x \right)$$

Calculation of Target Amount Adjustment

TA%_n = Target Amount Percentage listed in the Specifications for period n
PMT_n = All Payments made during Target Amount period n
TAV_c = Target Value at periodic Contract Anniversary c
TAV% = Target Percentage for Target Value as listed in the specifications
TAMT = Target Amount

$$TA = \sum_{all\ n} TA\%_n \times PMT_n - RWITH_n$$

$$RWITH_t = With_t / CV_t \times TA \text{ prior to withdrawal}$$

$$TAV_c = TAV\% \times CV_c + \sum_{all\ n} (PMT_n - RWITH_n) \text{ where } n \text{ is all days after end of period and}$$

prior to Target Date

$$RWITH_t = With_t / CV_t \times TAV \text{ prior to withdrawal}$$

$$TAMT = \text{MAX}(TA, TAV_{c1}, TAV_{c2}, TAV_{c3}, \dots)$$

Calculation of Lifetime Income Amount

$LIA\%$ = Lifetime Income Percentage, as shown in the Specifications section
 LIA_t = Lifetime Income Amount at the end of the t^{th} valuation period

$$LIA_t = LIA\% \times GWB_t$$

Calculation of Rider Fee

$FEE\%$ = Rider Fee Percentage, as shown in the Specifications section
 a = contract anniversary immediately prior to the t^{th} valuation period
 s = date on or after a during which step-up is effective

If a Step-Up is effective between a and the end of the t^{th} valuation period ($s \leq t$) then

$$ADJBB_t = \text{Min}(\text{Max}BB, BB_s + \sum_{x=s+1}^t APMT_x)$$

otherwise

$$ADJBB_t = \text{Min}(\text{Max}BB, BB_a + \sum_{x=a+1}^t APMT_x)$$

If t is a contract anniversary then

$$BBFEE_t = FEE\% \times ADJBB_t$$

If t is not contract anniversary but a fee is being charged due to termination of contract, then

$$BBFEE_t = (\# \text{ days between } a \text{ and } t) / 365 \times FEE\% \times ADJBB_t$$

otherwise

$$BBFEE_t = 0$$

Reserve Summary

The Company calculates its Guaranteed Withdrawal Benefit reserves following the Actuarial Guideline 39 methodology. The gross reserve is equal to the greater of either 1) retrospective accumulation of Payments (i.e. premium), or 2) the reserve produced through benefit level cash flow testing applying stochastic methodology.

Minimum Guaranteed Death Benefit [MGDB] Reserves will comply with the Commissioners Annuity Reserve Valuation Method and will be computed according to the “Actuarial Guideline XXXIV Approach” as described in the American Academy of Actuaries June 1998 “Interim Report to the NAIC Innovative Products Working Group”. This Guideline applies to variable annuity contracts which provide an MGDB that has the potential to exceed the account value on the valuation date.

The integrated benefits streams and the integrated reserves in Actuarial Guideline XXXIV are to be calculated as follows:

Integrated Reserve is a CARVM reserve determined using all contract benefits, including the MGDB. It equals the greatest present value, as specified in the SVL and the VAR, of future Integrated Benefit Streams available under the terms of the contract. The integration of the MGDB with other contract benefits in the determination of future Integrated Benefit Streams is accomplished by combining three separate benefit streams A, B and C described below. These future Integrated Benefit Streams are determined over all Calculation Periods, and are discounted at the valuation interest rate.

- A is the stream of Projected Net Amounts at Risk paid to those expected to die during the Calculation Period, based on valuation mortality.
- B is the benefit stream of Projected Unreduced Account Values paid to those expected to die during the Calculation Period, based on valuation mortality.
- C is the Base Benefit Streams provided during the Calculation Period, and is discounted for survivorship based on valuation mortality.

The greatest present value occurs in the Calculation Period in which the present value of the future Integrated Benefit Streams is maximized (as opposed to the present values of A, B and C being individually maximized.)

Detail of Reserving

The stochastic methodology is the basis employed for determining reserves on such risks, as reported to the Canadian regulatory authority OSFI (Office of the Superintendent of Financial Institutions), specifically:

- Seriatim Guaranteed Minimum Withdrawal Benefit reserves will be calculated separately on a stochastic basis equal to the present value of claim costs, less the present value of Rider Fees, associated with the Guaranteed Minimum Withdrawal Benefit. Grouping of policies may eventually be required to address model run time issues.
- No profits from the base policy will be included in the reserve determination.
- One thousand economic scenarios will be generated for eight different fund classes based on actual historic return data.
- The reserves will be based on a “CTE70” approach, meaning that the reserve will be equal to the average reserve of the 30% (300 scenarios) highest reserves generated from the model.

- The stochastic return paths will be generated using a regime-switching lognormal model.
- The discount rate used in each scenario to generate the present value is 5.5%. This discount rate is reviewed at least annually to ensure its appropriateness given the economic environment.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
STATEMENT OF VARIABILITY
Guaranteed Minimum Withdrawal Benefit Riders
Forms BR001NQ.08 and BR001Q.08 (Single Life versions)
Forms BR002NQ.08 and BR002Q.08 (Spousal versions)

This document will define the range of variation of bracketed items in the Specifications section of the Riders. There are two types of variations: (1) those items that vary by Contract Owner and (2) those items that vary by class of Owner. Certain items are filed flexibly, as identified below, for variation by both (1) Contract Owner and/or (2) Class of Owner. In the future, if any changes are desired outside the ranges of variability included herein, we will submit a revised statement of variability on an informational basis.

Variations by Contract Owner

The following items will vary Owner to Owner, depending upon the information provided by each Owner.

- **Covered Person(s)** – This data will vary based on the Owner or Annuitant (in the event the owner is a non-natural person) and, Spouse-Beneficiary information contained on the Application
- **Rider Date** – This date will vary depending on when the Rider is issued.
- **Lifetime Income Date** – This date will vary based on the age of the Covered Person(s). (See **Variations by Class of Owner**)

Variations by Class of Owner

The following items may vary by Class of Owner. A class is defined as a group of owners with substantial commonality, such as date of issue, issue age or distribution channel. Multiple cost/benefit options may be available by Class of Owner. For example, we may offer three pricing options, ranging from a low fee/low benefit option, to a high fee/high benefit option, thus giving the client the choice of purchasing the level of protection desired at a price commensurate with the risk.

Class of Owner and the value of each variable item associated with each class are determined by the Company on a basis that is not unfairly discriminatory. Class is defined at issue of the Contract, so that these items will not change over the life of any given Contract. Range of variation is described on the following pages.

ADDITIONAL PAYMENT LIMIT

This item may vary between the ranges \$1.00 to \$1,000,000 or substitute "None" on specifications Page if no Limit applies.

BONUS PERIOD

The Bonus Period may be one of the following:

- first **C** Contract Years after the Rider Date
- first **C** Contract Years after the Rider Date or most recent Step-up.
- every **C**th Contract Years after the Rider Date
- every **C**th Contract Years after the Rider Date or most recent Step-up.
- first **C** Contract Years after the Rider Date or most recent Step-up until **Y** bonuses have been paid.
- every **C**th Contract Year after the Rider Date or most recent Step-up until **Y** bonuses have been paid.

Where

C may be between 1 and 20

Y may be between 1 and 20

When **C** or **C**th =1, the 1 would not be included on the specifications page. Instead it would say respectively, "the first Contract Year" or "every Contract Year".

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
STATEMENT OF VARIABILITY
Guaranteed Minimum Withdrawal Benefit Riders
Forms BR001NQ.08 and BR001Q.08 (Single Life versions)
Forms BR002NQ.08 and BR002Q.08 (Spousal versions)**

The following text may be added to any of the Bonus Period variations above:

but not later than the Contract Anniversary on or after **N**'s attained age **A**.

Where

N may be:

- o oldest Owner's or Annuitant's
- o youngest Owner's or Annuitant's
- o oldest Covered Person's
- o Youngest Covered Person's
- o oldest Annuitant's
- o youngest Annuitant's

A may be between 55 and 100

BONUS PERCENTAGE

The Bonus Percentage may be either years-based or age-based.

Years Based:

- The Specifications in the submitted forms illustrate a multi-tiered schedule. The number of tiers may vary from 1 to 6. The Bonus Percentage at any tier may range from 1% to 20%. The number of years may range from 1 to 30
- When the years-based schedule is a single tier, the determination date may be one of the following
 - o During the first **Y** Contract Years after the Rider
Where **Y** may be between 2 and 30
 - o During every **YY**th Contract Year after the Rider Date up to and including the **X**th year
where **YY** may be between 1 and 10
where **X** may be up to 30

Age-Based:

There may be 1-5 age-based tiers. The Bonus Percentage at any tier may range from 1% to 20%. For example, a 3-tier schedule would appear as

Determined on Contract Anniversaries

Bonus Percentage is

On or prior to the **N**'s **A** birthday

[**P**%]

Beginning on the **N**'s **A** birthday

[**P** %]

On and After the **N**'s **A** birthday

[**P** %]

Where Age **A** may be 55th – 99th birthday.

Where **N** may be:

- oldest Owner's or Annuitant's
- youngest Owner's or Annuitant's
- oldest Covered Person's
- youngest Covered Person's
- oldest Annuitant's
- youngest Annuitant's

Where percentage **P** may be 1%-20%

COVERED PERSON(S)

Coverer Persons are the person(s) covered by this Rider. For the Spousal Riders: The owner (or annuitant, if the owner is a non-natural person) and the owner/annuitant's spouse. For the Single Life Riders: The owner (or annuitant if the owner is a non-natural person).

HIGHEST PERIODIC CONTRACT VALUE

"Semi-annual" may vary as quarterly, monthly or daily. Proportionately" may vary as "to zero" or be deleted entirely.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
STATEMENT OF VARIABILITY
Guaranteed Minimum Withdrawal Benefit Riders
Forms BR001NQ.08 and BR001Q.08 (Single Life versions)
Forms BR002NQ.08 and BR002Q.08 (Spousal versions)

LIFETIME INCOME DATE

The determination of the Lifetime Income Date may vary as follows:

- Single-Life Riders: The Contract Anniversary on or after the Covered Person's attained age **A** where **A** may vary between ages 50 - 75
- Spousal Riders:
 - The Contract Anniversary on or after the older Covered Person's attained age **A**
 - The Contract Anniversary on or after the younger Covered Person's attained age **A**, where **A** may vary between the ages 50 – 75.

LIFETIME INCOME PERCENTAGE

The Lifetime Income Percentage may be based on the Covered Person's

- Age at anniversary prior to first Withdrawal
- Age at anniversary prior to first Withdrawal or at Step-up
- Age at Step-up
- Age at anniversary prior to Withdrawal

The Lifetime Income Percentage at any age will range from 1% to 20%. The minimum age is 50; maximum 85.

MAXIMUM ADDITIONAL PAYMENT AGE

(This item applies only to Forms BR001Q.08, and BR002Q.08)

The maximum attained age may vary between 60-100 based on the age of the Owner (or oldest joint Owner) or Annuitant (if the Owner is a non-natural person).

MAXIMUM BENEFIT BASE

This item may vary between the ranges \$1,000,000 to \$20,000,000.

MAXIMUM RIDER FEE PERCENTAGE

This item may vary between the ranges .10% to 1.50%.

MAXIMUM STEP-UP DATE

The birthday may between the ranges of 60 to 95

[SEMI-ANNUAL] CONTRACT ANNIVERSARY

"Semi-annual" may vary as Quarterly, Monthly or Daily. "6 month" may vary as 3 month, monthly or daily.

RIDER FEE PERCENTAGE

This item may vary between the ranges of .10% to 1.50%.

RIDER FEE GUARANTEE PERIOD

This item may range from 1st to 10th Contract Year.

TARGET DATE

There may be more than one Target Date with different Target Amounts associated with each. The bracketed number will appear only when multiple Target Dates are included, with each Target Date numbered consecutively beginning with 1.

Target Date may vary as follows:

- The later of (a) **C**th Contract Anniversary after the Rider Date or (b) the Contract Anniversary after the **N**'s attained age **A**
- The **C**th Contract Anniversary after the Rider Date
- The **C**th Contract Anniversary after the **N**'s attained age

Where:

C may be between 1 and 20

A may be between 50 and 85

N may be

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
STATEMENT OF VARIABILITY
Guaranteed Minimum Withdrawal Benefit Riders
Forms BR001NQ.08 and BR001Q.08 (Single Life versions)
Forms BR002NQ.08 and BR002Q.08 (Spousal versions)

- oldest Owner's or Annuitant's
- youngest Owner's or Annuitant's
- oldest Covered Person's
- youngest Covered Person's
- oldest Annuitant's
- youngest Annuitant's

TARGET AMOUNT

The Target Amount may be defined as a single amount or may be determined as the greater of several amounts. When a single amount, "the greater of" will not appear nor will the bracketed numbers preceding the description of the Target Amount or the bracketed "and".

The Target Amount may vary as one or a combination of the following:

- The highest Target Value for each **T** Contract Anniversary beginning on the Rider Date and up to and including the **D**. The Target Value is **P** multiplied by the Contract Value on a **T** Contract Anniversary. This amount is increased by Payments and reduced **R** by Withdrawals subsequent to the **T** Contract Anniversary and on or prior to the Target Date.

Where

T may be

- annual,
- semi-annual
- quarterly,
- monthly
- daily

D may be

- Lifetime Income Date
- Contract Anniversary on or after the **N**'s attained age **A**

Where

N may be

- oldest Owner's or Annuitant's
- youngest Owner's or Annuitant's
- oldest Covered Person's
- youngest Covered Person's
- oldest Annuitant's
- youngest Annuitant's

A may be between 50 and 85

P may be between 100% and 500%.

R may state "Proportionately" or "to zero" or be deleted entirely.

- **P** multiplied by the Payments applied to the Benefit Base during the first **Y** Contract Year(s) following the Rider Date plus **P** multiplied by the Payments applied to the Benefit in Contract Years **YY** and later following the Rider Date. This amount is reduced **R** by Withdrawals, in the order they occur, prior to the Target Date.

Where

P may be between 100% and 500%

Y may be 1-10

YY may be 2-50

R may state "Proportionately" or "to zero" or be deleted entirely.

- **P** multiplied by the Payments applied to the Benefit Base during the first **Y** Contract Year(s) following the Rider Date plus **P** multiplied by the Payments applied to the Benefit in Contract Years **YY** and later following the Rider Date up to the **N**'s attained age **A**. This amount is reduced **R** by Withdrawals, in the order they occur, prior to the Target Date.

Where

P may be between 100% and 500%

Y may be 1-10

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
STATEMENT OF VARIABILITY
Guaranteed Minimum Withdrawal Benefit Riders
Forms BR001NQ.08 and BR001Q.08 (Single Life versions)
Forms BR002NQ.08 and BR002Q.08 (Spousal versions)

YY may be 2-50

A may be between 50 and 85

N may be

- oldest Owner's or Annuitant's
- youngest Owner's or Annuitant's
- oldest Covered Person's
- youngest Covered Person's
- oldest Annuitant's
- youngest Annuitant's

R may state Proportionately" or "to zero" or be deleted entirely.