

SERFF Tracking Number: SKML-125735275 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 39631
Company Tracking Number: MAG100GRP
TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium
Product Name: John Hancock 2001 CSO Single Life Grp
Project Name/Number: John Hancock 2001 CSO Single Life Grp/MAG100GRP

Filing at a Glance

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

Product Name: John Hancock 2001 CSO Single Life Grp
SERFF Tr Num: SKML-125735275 State: ArkansasLH

TOI: L06G Group Life - Variable SERFF Status: Closed State Tr Num: 39631
Sub-TOI: L06G.002 Single Life - Flexible Co Tr Num: MAG100GRP State Status: Approved-Closed
Premium
Filing Type: Form Co Status: Reviewer(s): Linda Bird
Author: Dee Sinkoe Disposition Date: 07/18/2008
Date Submitted: 07/16/2008 Disposition Status: Approved
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: John Hancock 2001 CSO Single Life Grp
Project Number: MAG100GRP
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments: The state of Michigan is the state of domicile. This product is exempt in Michigan and therefore it will not be filed in Michigan.
Market Type: Group
Group Market Size: Small and Large
Group Market Type: Discretionary
Deemer Date:

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 07/18/2008
State Status Changed: 07/18/2008
Corresponding Filing Tracking Number:
Filing Description:

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

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

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

Form # MAG100GRP — Variable Life Insurance Certificate. This form is a group variable universal life insurance product with flexible premiums and a face amount that may be adjusted by the certificate owner. The certificate owner may elect, at issue, one of two death benefit tests for compliance with IRC §7702 (i.e. the guideline premium test or the cash value accumulation test). Once a test has been selected at issue, it cannot be changed. The items bracketed in the policy schedule may vary for each particular offering.

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

Form # MAG100T — Term Rider. This rider provides an additional, scheduled, death benefit on the life of the Insured.

Form # MAG100M — Enhanced Death Benefit Rider. This rider provides an additional death benefit on the life of the Insured during certain certificate years through the use of a death benefit corridor factor higher than that required by the definition of the life insurance test chosen.

Form # MAG100R — Return of Premium Rider. This rider provides an additional death benefit on the life of the Insured equal to the premiums paid for the certificate (net of withdrawals).

Form # MAG100E — Enhanced Surrender Value Rider. This rider provides payment of an additional amount upon surrender of the certificate during the first 10 years the certificate is in force and during the first ten years an increase in Face Amount is in force.

Form # 156-MAGC-00 — Application. This application will be used with the above referenced certificate form. This is a fully underwritten application.

Form # 156-MAGMC-00 — Master Application. This application will be used for guaranteed issue corporate owned life insurance (COLI) case and will be completed by the Corporate (or Trust) owner for the entire case.

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

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

Company and Contact

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Filing Contact Information

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

Dvora Sinkoe, Compliance Analyst dee@skminc.com
 1750 Century Circle (404) 633-5353 [Phone]
 Atlanta, GA 30345 (404) 633-6301[FAX]

Filing Company Information

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

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	07/16/2008	21437767

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/18/2008	07/18/2008

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Disposition

Disposition Date: 07/18/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Authorization Letter		Yes
Supporting Document	Statement of Variables		Yes
Form	Variable Life Insurance Certificate		Yes
Form	Application		Yes
Form	Master Application		Yes
Form	Enhanced Surrender Value Rider		Yes
Form	Enhanced Death Benefit Rider		Yes
Form	Return of Premium Rider		Yes
Form	Term Rider		Yes

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Form Schedule

Lead Form Number: MAG100GRP

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	MAG100G RP	Policy/Cont	Variable Life ract/Fratern Insurance Certificate al Certificate	Initial		0	MAG100GRP.pdf MAG100GRP cert specs 250.pdf
	156- MAGC-00	Application/	Application Enrollment Form	Initial		0	156-MAGC-00.pdf
	156- MAGMC-00	Application/	Master Application Enrollment Form	Initial		0	156-MAGMC-00.pdf
	MAG100E	Policy/Cont	Enhanced Surrender ract/Fratern Value Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	MAG100E.pdf
	MAG100M	Policy/Cont	Enhanced Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	MAG100M.pdf
	MAG100R	Policy/Cont	Return of Premium ract/Fratern Rider al	Initial		0	MAG100R.pdf

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Certificate:
 Amendmen
 t, Insert
 Page,
 Endorseme
 nt or Rider

MAG100T	Policy/Cont Term Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0	MAG100T.pdf
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John Hancock Life Insurance Company (U.S.A.)
A Stock Company



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

INSURED [John Doe]

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

CERTIFICATE NUMBER [123 456 789]

CERTIFICATE DATE [January 1, 2009]

VARIABLE LIFE INSURANCE CERTIFICATE

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

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

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

Signed for the Company at its Home Office:


 President


 Secretary

Variable Life Insurance Certificate

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

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

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

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MAGNASTAR PRIVATE PLACEMENT VARIABLE LIFE

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

1 CERTIFICATE SPECIFICATIONS

1.1 *DEATH BENEFIT*

1.2 *PREMIUMS*

1.3 *SUMMARY OF ADDITIONAL COVERAGES IN EFFECT*

1.4 *SEPARATE ACCOUNTS*

1.5 *SCHEDULED FACE AMOUNT FOR COVERAGE SEGMENT 1*

1.6 *CERTIFICATE CHARGES DEDUCTED FROM PREMIUM PAYMENTS*

1.7 *DEDUCTIONS FROM ACCOUNT VALUE*

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1.7.2 *Monthly Rates for Mortality and Expense Risk Charges*

1.8 *COST OF INSURANCE RATES*

1.9 *CERTIFICATE LOAN FACTORS*

1.10 *SURRENDER CHARGE FACTORS*

1.11 *DEFINITION OF LIFE INSURANCE DEATH BENEFIT FACTORS*

1.12 *FACTORS APPLICABLE TO EXEMPT SUBACCOUNTS*

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2 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Net Premium” is as defined in Section 5.

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

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

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

“Portfolio” or **“Underlying Portfolio”** means each series or investment pool, with a specific investment objective.

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

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

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

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

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

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

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

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

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

“We”, “Us”, and “Our” refer only to the John Hancock Variable Life Insurance Company

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

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

3 EFFECTIVE DATE OF COVERAGE

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

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

4 DEATH BENEFIT

We will pay the Death Benefit Proceeds upon receipt, at Our Service Center, of due proof that the Insured died while this certificate was In Full Force, subject to the terms and conditions of this certificate. The Death Benefit of the certificate is determined by the Scheduled Face Amount as shown in Section 1, the Death Benefit Option currently in effect, and any increase required to ensure that the certificate will continue to qualify as life insurance under federal tax law.

4.1 DEATH BENEFIT PROCEEDS

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

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

4.2 DETERMINATION OF DEATH BENEFIT

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

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

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

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

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

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

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

4.3 CHANGE OF DEATH BENEFIT OPTION

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

4.4 CHANGE OF FACE AMOUNT

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

- during the lifetime of the Insured;
- not more than 30 days before any certificate anniversary; and
- in writing while this certificate is In Full Force.

4.4.1 Face Amount Increase

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

- the Premium Class;
- the effective date;
- the scheduled amount of the increase in Face Amount in the new Coverage Segment and the total Scheduled Face Amount of all current Coverage Segments after the increase;
- the guaranteed Cost of Insurance Rates if the new Coverage Segment is issued in a different Premium Class than the initial certificate;
- a new Schedule 1.10 Definition of Life Insurance Death Benefit Factors for the entire certificate if the new Coverage Segment is in a more favorable Premium Class than the initial Coverage Segment.
- the Band 1 Premium and Band 2 Premium amounts for the new Coverage Segment.

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

4.4.2 Face Amount Decrease

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

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

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

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

5 PAYMENTS

Premiums are payable at Our Service Center.

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

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

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

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

5.1 CALCULATION OF PREMIUM LOADS

5.1.1 Application of Premium Load Factors

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

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

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

5.1.2 Premium Loads with Multiple Coverage Segments

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

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

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

6 GRACE PERIOD AND LAPSE

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

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

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

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

7 ACCOUNT VALUE

The Account Value is the sum of (a) and (b) below where:

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

7.1 NUMBER OF SHARES IN SUBACCOUNTS

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

The number of shares increases when:

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

The number of shares in a Subaccount decreases when:

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

7.2 UNIT VALUE OF SUBACCOUNTS

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

7.3 NET INVESTMENT FACTOR

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

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

8 CHARGES

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

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

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

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

8.1 MORTALITY AND EXPENSE RISK CHARGE

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

8.2 COST OF INSURANCE CHARGE

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

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

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

8.2.1 Cost of Insurance Rates

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

8.2.2 *Net Amount at Risk*

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

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

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

8.3 *FACTORS SUBJECT TO CHANGE*

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

9 **LOANS**

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

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

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

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

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

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

For a certificate with only one Coverage Segment in effect, the effective annual rate of loan interest charged on Certificate Debt for any year is as shown in Section 1.9. If there is more than one Coverage Segment in

effect, the rate of loan interest charged will be the weighted average of the rate for the current duration of each Coverage Segment. The average will be weighted by the initial Face Amounts of each Coverage Segment. The loan interest charge will accrue daily and will be payable on each certificate anniversary and on the date the loan is settled.

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

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

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

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

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

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

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

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

10 SURRENDERS AND WITHDRAWALS

10.1 SURRENDER

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

The "Cash Surrender Value" is the Account Value less any Surrender Charge.

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

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

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

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

10.2 WITHDRAWALS

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

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

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

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

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

Death Benefit Option A - the Face Amount will be reduced by the total of all withdrawals.

Death Benefit Option B - the Death Benefit will only be affected to the extent that the Account Value will be reduced by all amounts withdrawn. Withdrawals will not affect the Face Amount.

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

11 BASIS OF COMPUTATIONS

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

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

12 THE SEPARATE ACCOUNT

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

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

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

- Establish additional Subaccounts;
- Substitute new Subaccounts;
- Merge existing Subaccounts;
- Eliminate Subaccounts;
- Close existing Subaccounts to new investments;
- Change the investment certificate of a Subaccount;
- Register or de-register a Separate Account under the Investment Company Act of 1940; and
- Change the name of a Separate Account.

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

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

13 ALLOCATION TO SUBACCOUNTS

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

13.1 INITIAL PREMIUM ALLOCATION

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

13.2 FUTURE PREMIUM AND CHARGE ALLOCATIONS

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

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

13.3 TRANSFERS

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

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

13.4 SPECIAL CONSIDERATIONS FOR ALLOCATIONS TO EXEMPT FUNDS

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

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

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

14 ANNUAL REPORT TO CERTIFICATE OWNER

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

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

15 REINSTATEMENT

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

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

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

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

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

The Account Value on the date of reinstatement will be the Account Value on the date of lapse plus the Net Premium received in connection with the reinstatement less the sum of all Section 8 charges that were unpaid on the date of lapse.

The Surrender Charges on the date of reinstatement will be equal to any Surrender Charges applicable as of the current duration of the reinstated certificate and Coverage Segments.

16 OWNER AND BENEFICIARY

16.1 CERTIFICATE OWNER

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

16.2 ASSIGNMENT

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

16.3 BENEFICIARY

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

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

16.4 CHANGES

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

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

17 RIGHT TO CONVERT TO A GENERAL ACCOUNT POLICY

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

18 DEFERRAL OF DETERMINATIONS AND PAYMENTS

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

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

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

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

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

19 CLAIMS OF CREDITORS

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

20 INCONTESTABILITY

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

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

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

Any Premium Payment which We accept under Section 5 subject to insurability shall be considered a certificate change for purposes of this Section. Any increase in the Death Benefit resulting from such Payment shall be governed by the immediately preceding paragraph.

21 MISSTATEMENTS

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

22 SUICIDE EXCLUSION

If the Insured commits suicide, while sane or insane, within 2 years from the Certificate Date, the certificate will terminate on the date of such suicide and We will pay (in place of all other benefits, if any) an amount equal to the Premiums paid less the amount of any Certificate Debt on the date of death and less any withdrawals under Section 10. Coverage under the certificate and all riders will then terminate.

If the Insured commits suicide, while sane or insane, after 2 years from the Certificate Date and within 2 years of the effective date of a new Coverage Segment, or of an increase in any other benefit, We will make a limited payment to the beneficiary for the new Coverage Segment or other increase (in place of the stated benefits of such increase). This payment will equal the Cost of Insurance and any other applicable charges deducted for such increase.

If the Insured commits suicide, while sane or insane, after 2 years from the Certificate Date and within 2 years from the effective date of any increase in the Death Benefit resulting from any Payment of Premium for which We required evidence of insurability under Section 5, the benefits payable under the certificate will not include the amount of such Death Benefit increase but will include the amount of such Premium.

23 THE CERTIFICATE

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

The written application for the certificate is attached at issue. Additional Written Requests or applications for certificate changes or acceptance of excess Payment under Section 5 may be submitted to Us after issue and such additional requests or applications will become part of the certificate. All statements made in any application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the applicant or an Insured to defend a claim under the certificate unless it is in a written application. Certificate years, certificate months, and certificate anniversaries are measured from the Certificate Date.

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

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

24 SETTLEMENT PROVISIONS

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

24.1 OPTIONAL METHODS OF SETTLEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

VARIABLE LIFE INSURANCE CERTIFICATE

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

This is a Flexible Premium Variable Universal Life Insurance Certificate.

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

The Face Amount is adjustable.

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

This is a Nonparticipating certificate.

1 CERTIFICATE SPECIFICATIONS

Insured	[John Doe]
Issue Age	[45]
Sex	[Male]
Premium Class	[Standard] [Non-Tobacco User]
Certificate Owner at Issue	[John Doe]
Certificate Number	[U1 00 000 000]
Certificate Date	[January 1, 2009]
Group Contract Number	[9-000001]
Maturity Date	[January 1, 2085]
Mortality Table	Commissioners 2001 Standard Ordinary Mortality Table
Computation Interest Rate	[4.0]% a year

1.1 Death Benefit

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

1.2 Premiums

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

1.3 Summary of Additional Coverages in Effect

[Include Riders actually selected]

Type	Form #	Description	Effective Date
[Term Rider		Additional scheduled death benefit amounts on the life of the insured.]	[1/1/09]
[Return of Premium Rider		Death Benefit is increased by the amount of cumulative premiums paid less withdrawals taken.]	[1/1/09]
[Enhanced Death Benefit Rider		Start year: [30] Higher factors substituted after the policy duration shown in Start Year for the Required Total Death Benefit Factors.]	[1/1/09]
[Enhanced Surrender Value Rider		Additional amount payable on policy surrender in the first 10 years.]	[1/1/09]

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

1.4 Separate Accounts

[Separate Account X]
[Separate Account Y]

1.5 Scheduled Face Amount for Coverage Segment 1

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

1.6 Certificate Charges Deducted From Premium Payments

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

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

Coverage Segment Year	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 1 Premiums	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 2 Premiums	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 3 Premiums	[Guaranteed Maximum Processing Fee Per Each Premium Payment]
1	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
2	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
3	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
4	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
5	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
6	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
7	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
8	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
9	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
10	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
11	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
12	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
13	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
14	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
15	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
16	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
17	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
18	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
19	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
20	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
21	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
22	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
23	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
24	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
25	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
26	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
27	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
28	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
29	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
30	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
31	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
32	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
33	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
34	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
35	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
36	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
37	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]

Coverage Segment Year	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 1 Premiums	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 2 Premiums	Guaranteed Maximum Sales Load Percentage Charge Applied to Band 3 Premiums	[Guaranteed Maximum Processing Fee Per Each Premium Payment]
38	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
39	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
40	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
41	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
42	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
43	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
44	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
45	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
46	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
47	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
48	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
49	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
50	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
51	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
52	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
53	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
54	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
55	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
56	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
57	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
58	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
59	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
60	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
61	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
62	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
63	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
64	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
65	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
66	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
67	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
68	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
68	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
69	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
70	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
71	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
72	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
73	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
74	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
75	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]
76	[5.26%]	[3.80%]	[1.27%]	[\$ 5.00]

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

1.7 Deductions from Account Value

Processing Period every [1] month[s]

1.7.1 Guaranteed Maximum Administrative Charges

Coverage Segment Year	Monthly Certificate Fee ⁽¹⁾	Monthly Charge per \$1000 of Initial Face Amount	Coverage Segment Year	Monthly Certificate Fee ⁽¹⁾	Monthly Charge per \$1000 of Initial Face Amount
1	[\$5.00]	[0.203557]	39	[\$5.00]	[0.098039]
2	[\$5.00]	[0.203557]	40	[\$5.00]	[0.098039]
3	[\$5.00]	[0.203557]	41	[\$5.00]	[0.098039]
4	[\$5.00]	[0.203557]	42	[\$5.00]	[0.098039]
5	[\$5.00]	[0.203557]	43	[\$5.00]	[0.098039]
6	[\$5.00]	[0.203557]	44	[\$5.00]	[0.098039]
7	[\$5.00]	[0.203557]	45	[\$5.00]	[0.098039]
8	[\$5.00]	[0.203557]	46	[\$5.00]	[0.098039]
9	[\$5.00]	[0.203557]	47	[\$5.00]	[0.098039]
10	[\$5.00]	[0.203557]	48	[\$5.00]	[0.098039]
11	[\$5.00]	[0.098039]	49	[\$5.00]	[0.098039]
12	[\$5.00]	[0.098039]	50	[\$5.00]	[0.098039]
13	[\$5.00]	[0.098039]	51	[\$5.00]	[0.098039]
14	[\$5.00]	[0.098039]	52	[\$5.00]	[0.098039]
15	[\$5.00]	[0.098039]	53	[\$5.00]	[0.098039]
16	[\$5.00]	[0.098039]	54	[\$5.00]	[0.098039]
17	[\$5.00]	[0.098039]	55	[\$5.00]	[0.098039]
18	[\$5.00]	[0.098039]	56	[\$5.00]	[0.098039]
19	[\$5.00]	[0.098039]	57	[\$5.00]	[0.098039]
20	[\$5.00]	[0.098039]	58	[\$5.00]	[0.098039]
21	[\$5.00]	[0.098039]	59	[\$5.00]	[0.098039]
22	[\$5.00]	[0.098039]	60	[\$5.00]	[0.098039]
23	[\$5.00]	[0.098039]	61	[\$5.00]	[0.098039]
24	[\$5.00]	[0.098039]	62	[\$5.00]	[0.098039]
25	[\$5.00]	[0.098039]	63	[\$5.00]	[0.098039]
26	[\$5.00]	[0.098039]	64	[\$5.00]	[0.098039]
27	[\$5.00]	[0.098039]	65	[\$5.00]	[0.098039]
28	[\$5.00]	[0.098039]	66	[\$5.00]	[0.098039]
29	[\$5.00]	[0.098039]	67	[\$5.00]	[0.098039]
30	[\$5.00]	[0.098039]	68	[\$5.00]	[0.098039]
31	[\$5.00]	[0.098039]	69	[\$5.00]	[0.098039]
32	[\$5.00]	[0.098039]	70	[\$5.00]	[0.098039]
33	[\$5.00]	[0.098039]	71	[\$5.00]	[0.098039]
34	[\$5.00]	[0.098039]	72	[\$5.00]	[0.098039]
35	[\$5.00]	[0.098039]	73	[\$5.00]	[0.098039]
36	[\$5.00]	[0.098039]	74	[\$5.00]	[0.098039]
37	[\$5.00]	[0.098039]	75	[\$5.00]	[0.098039]
38	[\$5.00]	[0.098039]	76	[\$5.00]	[0.098039]

(1) Certificate fee applies only to initial Coverage Segment

1.7.2 Monthly rates for mortality and expense risk charges

Guaranteed maximum monthly rates as a percentage of unloaned Account Value

Coverage Segment Year	Mortality and Expense Risk Charge Rate	Coverage Segment Year	Mortality and Expense Risk Charge Rate
1	[0.007636%]	39	[0.004301%]
2	[0.007636%]	40	[0.004301%]
3	[0.007636%]	41	[0.004301%]
4	[0.007636%]	42	[0.004301%]
5	[0.007636%]	43	[0.004301%]
6	[0.007636%]	44	[0.004301%]
7	[0.007636%]	45	[0.004301%]
8	[0.007636%]	46	[0.004301%]
9	[0.007636%]	47	[0.004301%]
10	[0.007636%]	48	[0.004301%]
11	[0.005756%]	49	[0.004301%]
12	[0.005756%]	50	[0.004301%]
13	[0.005756%]	51	[0.004301%]
14	[0.005756%]	52	[0.004301%]
15	[0.005756%]	53	[0.004301%]
16	[0.005756%]	54	[0.004301%]
17	[0.005756%]	55	[0.004301%]
18	[0.005756%]	56	[0.004301%]
19	[0.005756%]	57	[0.004301%]
20	[0.005756%]	58	[0.004301%]
21	[0.004301%]	59	[0.004301%]
22	[0.004301%]	60	[0.004301%]
23	[0.004301%]	61	[0.004301%]
24	[0.004301%]	62	[0.004301%]
25	[0.004301%]	63	[0.004301%]
26	[0.004301%]	64	[0.004301%]
27	[0.004301%]	65	[0.004301%]
28	[0.004301%]	66	[0.004301%]
29	[0.004301%]	67	[0.004301%]
30	[0.004301%]	68	[0.004301%]
31	[0.004301%]	69	[0.004301%]
32	[0.004301%]	70	[0.004301%]
33	[0.004301%]	71	[0.004301%]
34	[0.004301%]	72	[0.004301%]
35	[0.004301%]	73	[0.004301%]
36	[0.004301%]	74	[0.004301%]
37	[0.004301%]	75	[0.004301%]
38	[0.004301%]	76	[0.004301%]

1.8 Cost of Insurance Rates

Guaranteed Maximum Monthly Rates per \$1,000 of Net Amount at Risk²

Coverage Segment Year	Beginning of Year Age ⁽¹⁾	Monthly Cost of Insurance Rate	Coverage Segment Year	Beginning of Year Age ⁽¹⁾	Monthly Cost of Insurance Rate
1	45	2.65	40	84	105.43
2	46	2.90	41	85	116.57
3	47	3.17	42	86	128.91
4	48	3.33	43	87	142.35
5	49	3.52	44	88	156.73
6	50	3.76	45	89	171.88
7	51	4.06	46	90	187.66
8	52	4.47	47	91	202.44
9	53	4.93	48	92	217.83
10	54	5.50	49	93	234.04
11	55	6.17	50	94	251.14
12	56	6.88	51	95	269.17
13	57	7.64	52	96	285.64
14	58	8.27	53	97	303.18
15	59	8.99	54	98	321.88
16	60	9.86	55	99	341.85
17	61	10.94	56	100	363.19
18	62	12.25	57	101	380.08
19	63	13.71	58	102	398.06
20	64	15.24	59	103	417.20
21	65	16.85	60	104	437.56
22	66	18.47	61	105	459.21
23	67	20.09	62	106	482.22
24	68	21.85	63	107	506.69
25	69	23.64	64	108	532.69
26	70	25.77	65	109	560.31
27	71	28.15	66	110	589.64
28	72	31.32	67	111	620.79
29	73	34.62	68	112	653.84
30	74	38.08	69	113	688.94
31	75	41.91	70	114	726.18
32	76	46.08	71	115	765.70
33	77	50.92	72	116	807.61
34	78	56.56	13	117	833.33
35	79	63.06	74	118	833.33
36	80	70.14	75	119	833.33
37	81	78.19	76	120	833.33
38	82	86.54			
39	83	95.51			

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

1.9 Certificate Loan Factors

Coverage Segment Year	Guaranteed Minimum Annual Interest Crediting Rate for Loan Account	Guaranteed Maximum Annual Interest Rate Charged on Certificate Debt Balances	Coverage Segment Year	Guaranteed Minimum Annual Interest Crediting Rate for Loan Account	Guaranteed Maximum Annual Interest Rate Charged on Certificate Debt Balances
1	4.00%	[4.8636%]	39	4.00%	[4.5301%]
2	4.00%	[4.8636%]	40	4.00%	[4.5301%]
3	4.00%	[4.8636%]	41	4.00%	[4.5301%]
4	4.00%	[4.8636%]	42	4.00%	[4.5301%]
5	4.00%	[4.8636%]	43	4.00%	[4.5301%]
6	4.00%	[4.8636%]	44	4.00%	[4.5301%]
7	4.00%	[4.8636%]	45	4.00%	[4.5301%]
8	4.00%	[4.8636%]	46	4.00%	[4.5301%]
9	4.00%	[4.8636%]	47	4.00%	[4.5301%]
10	4.00%	[4.8636%]	48	4.00%	[4.5301%]
11	4.00%	[4.6756%]	49	4.00%	[4.5301%]
12	4.00%	[4.6756%]	50	4.00%	[4.5301%]
13	4.00%	[4.6756%]	51	4.00%	[4.5301%]
14	4.00%	[4.6756%]	52	4.00%	[4.5301%]
15	4.00%	[4.6756%]	53	4.00%	[4.5301%]
16	4.00%	[4.6756%]	54	4.00%	[4.5301%]
17	4.00%	[4.6756%]	55	4.00%	[4.5301%]
18	4.00%	[4.6756%]	56	4.00%	[4.5301%]
19	4.00%	[4.6756%]	27	4.00%	[4.5301%]
20	4.00%	[4.6756%]	28	4.00%	[4.5301%]
21	4.00%	[4.5301%]	29	4.00%	[4.5301%]
22	4.00%	[4.5301%]	60	4.00%	[4.5301%]
23	4.00%	[4.5301%]	61	4.00%	[4.5301%]
24	4.00%	[4.5301%]	62	4.00%	[4.5301%]
25	4.00%	[4.5301%]	63	4.00%	[4.5301%]
26	4.00%	[4.5301%]	64	4.00%	[4.5301%]
27	4.00%	[4.5301%]	65	4.00%	[4.5301%]
28	4.00%	[4.5301%]	66	4.00%	[4.5301%]
29	4.00%	[4.5301%]	67	4.00%	[4.5301%]
30	4.00%	[4.5301%]	68	4.00%	[4.5301%]
31	4.00%	[4.5301%]	69	4.00%	[4.5301%]
32	4.00%	[4.5301%]	70	4.00%	[4.5301%]
33	4.00%	[4.5301%]	71	4.00%	[4.5301%]
34	4.00%	[4.5301%]	72	4.00%	[4.5301%]
35	4.00%	[4.5301%]	73	4.00%	[4.5301%]
36	4.00%	[4.5301%]	74	4.00%	[4.5301%]
37	4.00%	[4.5301%]	75	4.00%	[4.5301%]
38	4.00%	[4.5301%]	76	4.00%	[4.5301%]

1.10 Surrender Charge Factors

Coverage Segment Year	Maximum Guaranteed Charge per \$1000 of Initial Face Amount
1	[\$6.479403]
2	[\$6.479403]
3	[\$6.479403]
4	[\$6.479403]
5	[\$6.479403]
6	[\$5.185782]
7	[\$3.886512]
8	[\$2.592891]
9	[\$1.293621]
10 & later	[0]

1.11 Definition of Life Insurance Death Benefit Factors

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

Certificate Year	Required Total Death Benefit Factor	Certificate Year	Required Total Death Benefit Factor
1	[3.3669]	39	[1.2537]
2	[3.2573]	40	[1.2354]
3	[3.1522]	41	[1.2182]
4	[3.0512]	42	[1.2023]
5	[2.9535]	43	[1.1875]
6	[2.8591]	44	[1.1739]
7	[2.7680]	45	[1.1613]
8	[2.6802]	46	[1.1498]
9	[2.5961]	47	[1.1392]
10	[2.5155]	48	[1.1289]
11	[2.4386]	49	[1.1189]
12	[2.3652]	50	[1.1087]
13	[2.2952]	51	[1.0983]
14	[2.2284]	52	[1.0868]
15	[2.1641]	53	[1.0733]
16	[2.1023]	54	[1.0561]
17	[2.0430]	55	[1.0330]
18	[1.9865]	56	[1.0000]
19	[1.9328]	57	[1.0000]
20	[1.8819]	58	[1.0000]
21	[1.8335]	59	[1.0000]
22	[1.7874]	60	[1.0000]
23	[1.7434]	61	[1.0000]
24	[1.7011]	62	[1.0000]
25	[1.6604]	63	[1.0000]
26	[1.6212]	64	[1.0000]
27	[1.5836]	65	[1.0000]
28	[1.5474]	66	[1.0000]
29	[1.5132]	67	[1.0000]
30	[1.4807]	68	[1.0000]
31	[1.4497]	69	[1.0000]
32	[1.4202]	70	[1.0000]
33	[1.3920]	71	[1.0000]
34	[1.3652]	72	[1.0000]
35	[1.3399]	73	[1.0000]
36	[1.3161]	74	[1.0000]
37	[1.2939]	75	[1.0000]
38	[1.2731]	76	[1.0000]

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

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

1.12 Factors Applicable To Exempt Subaccounts

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

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



A GROUP FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE APPLICATION

JOHN HANCOCK Life Insurance Company (U.S.A.)

**197 Clarendon Street
Boston, MA 02117**

**MAGNASTAR SERVICE CENTER
PO Box 724567
Atlanta, GA 31139
877-297-6349**

MAGNASTAR PRODUCTS ARE AVAILABLE EXCLUSIVELY THROUGH MEMBERS OF
M FINANCIAL GROUP

Application for Group Flexible Premium Variable Life Insurance or Certificate Change	<input type="checkbox"/> Check Here if Certificate Change. Offering Memo No. _____	Case No. _____ Group Contract No. _____ Certificate No. _____ [Home Office Use Only]
--	---	---

PART 1 – PROPOSED INSURED / LIFE 1

1. Full Name		2. Residence		
3. Place Of Birth	4. Date Of Birth	5. Sex	6. Marital Status	7. Height _____ Weight _____
8. Soc. Sec. Number	9. Tel. Number (home)	10. Driver's License No. & State		
11. Employer's Name & Address (Street, City, State, Zip Code)			12. How long has Insured worked there?	
13. Occupation	14. Type of Business	15. Business Phone		

PART 1 A– SECOND PROPOSED INSURED / LIFE 2

1. Full Name		2. Residence		
3. Place Of Birth	4. Date Of Birth	5. Sex	6. Marital Status	7. Height _____ Weight _____
8. Soc. Sec. Number	9. Tel. Number (home)	10. Driver's License No. & State		
11. Employer's Name & Address (Street, City, State, Zip Code)			12. How long has Insured worked there?	
13. Occupation	14. Type of Business	15. Business Phone		

SECTION A – COVERAGE INFORMATION

1. Plan	2. Face Amount \$ (To schedule face amount changes, go to Section L)	3. Planned Periodic Premium \$ (To schedule premium changes, go to Section M)
4. Death Benefit Option (Select One) <input type="checkbox"/> Option A - Face Amount <input type="checkbox"/> Option B - Face Amount Plus Account Value	5. Life Insurance Definition (Select One) <input type="checkbox"/> Cash Value Accumulation Test <input type="checkbox"/> Guideline Premium Test	6. Return of Premium Rider Yes <input type="checkbox"/> No <input type="checkbox"/>
7. Term Rider Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, go to Section L to complete amount or schedule amount by year)	8. Enhanced Death Benefit Rider Yes <input type="checkbox"/> No <input type="checkbox"/> Begin in year _____	
9. Enhanced Surrender Value Rider Yes <input type="checkbox"/> No <input type="checkbox"/>		

SECTION B – BILLING INFORMATION

1. Method <input type="checkbox"/> Do Not Bill <input type="checkbox"/> Direct (annual, semi-annual or quarterly only) <input type="checkbox"/> List Bill (three or more lives)	2. Frequency of Premium Reminder Notice (Mode) <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly <input type="checkbox"/> None
3. Send To: <input type="checkbox"/> Insured <input type="checkbox"/> Certificate Owner at <input type="checkbox"/> Residence <input type="checkbox"/> Business or <input type="checkbox"/> Other (indicate below in 4 & 5)	
4. Name	5. Address (Street, City, State, Zip Code)

SECTION C – SPECIAL DATING REQUESTED

1. Date to Save Age Specific Date Month _____ Day _____ Year _____

SECTION D – SPECIAL REQUESTS

SECTION E – CERTIFICATE OWNER, IF OTHER THAN PROPOSED INSURED

The Certificate Owner is the primary Proposed Insured unless a different Certificate Owner is named here. If there are two or more Certificate Owners, they will own this certificate as joint tenants with right of survivorship.

COMPLETE VERIFICATION OF TRUST FORM, IF CERTIFICATE IS TO BE OWNED BY A TRUST

1. Full Name (Print as to appear in certificate/First, Middle, Last)

2. Date of Birth	3. Relationship	4. Telephone No.	5. Social Security No./Taxpayer ID No.
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6. Address (Street, City, State, Zip Code)

SECTION F – BENEFICIARY

1. Primary Beneficiary (Print Full name/First, Middle, Last)	2. Relationship
3. Address (Street, City, State, Zip Code)	
4. Contingent Beneficiary (Print Full Name/First, Middle, Last)	5. Relationship
6. Address (Street, City, State, Zip Code)	

If the Beneficiary is a Trust, please state name(s) and address(es) of the Trustee(s)

SECTION G – OTHER INSURANCE/REPLACEMENT INFORMATION

1. Give information indicated for all insurance in force on the Proposed Insured(s), including term riders. Is the insurance applied for intended to replace or change any life insurance or annuity now in force on the Proposed Insured(s)? Yes No

If yes, check appropriate box to indicate replacement and complete table below. Enclose all required replacement forms.

Life1/ Life2	Company	Issue Year/Plan	Amount	ADB Amount	Business Insurance?	Policy/Certificate Being Replaced?
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
					<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Is any other insurance application now pending or contemplated on the life of the Proposed Insured(s)? (Include Life, Disability, and Long Term Care) Yes No (If yes, list below.)

Life 1/ Life 2	Company	Submission Date	Amount

3. Is this a 1035 exchange? Yes No If "Yes", state amount _____

4. Has either Proposed Insured received a rated, declined or modified policy or certificate in the past? (If "Yes", please state the company's name, date, and reason for such action.)

Life 1	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Life 2	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Life 1/ Life 2	Company	Date	Reason

SECTION H – UNDERWRITING INFORMATION

1. During the last 36 months, has any Proposed Insured used tobacco or other nicotine products?
 Life 1 Cigarettes Yes No Pipe Yes No Cigar Yes No Other (identify) _____

If “no”, has Proposed Insured ever smoked cigarettes? Yes No

If “yes”, when did you last smoke a cigarette? _____

Life 2 Cigarettes Yes No Pipe Yes No Cigar Yes No Other (identify) _____

If “no”, has Proposed Insured ever smoked cigarettes? Yes No

If “yes”, when did you last smoke a cigarette? _____

- | | <u>Life 1</u> | <u>Life 2</u> |
|---|--|--|
| 2. In the past 10 years, has the Proposed Insured(s) done, or does the Proposed Insured(s) intend to do any: | | |
| a. flying except as a passenger on regularly scheduled airlines?
(if yes, please complete aviation questionnaire.) | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b. skin/scuba diving, parachuting, motorized racing or other hazardous sports?
(if yes, please complete avocation questionnaire.) | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. In the past 10 years, has the Proposed Insured(s) had a driving license suspended or revoked, been convicted of driving under the influence of alcohol or drugs, or been convicted of two or more motor vehicle moving violations? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. In the past 10 years, has the Proposed Insured(s) been convicted of the violation of any criminal law, or are any criminal charges now pending against the Proposed Insured(s)? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Does the Proposed Insured(s) intend to reside or travel outside the U.S. or Canada? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Has the Proposed Insured(s) ever used marijuana, narcotic or hallucinogenic drugs other than as prescribed by a licensed physician or received treatment for a drug habit? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. Has the Proposed Insured(s) ever received treatment, or been advised to receive treatment for, or joined an organization for, alcoholism? | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

If any of questions 2-7 are answered “yes”, please explain:

SECTION I – MEDICAL CERTIFICATION

Complete when submitting medical examination of another Insurance Company.
 The attached examination is on the life of:

Proposed Insured Name	Name of the other Insurance Company	Date of Examination
Proposed Insured Name	Name of the other Insurance Company	Date of Examination
Proposed Insured Name	Name of the other Insurance Company	Date of Examination

- | | | |
|---|--|--|
| 1. To the best of your knowledge and belief, are the statements in the examination true as of the date of this application? | Life 1
<input type="checkbox"/> Yes <input type="checkbox"/> No | Life 2
<input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Has the person who was examined consulted a doctor or other medical practitioner or received medical or surgical advice since the date of the examination? (If yes, explain in remarks.) | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Remarks:

PART 2 – NON-MEDICAL

Life 1 – Proposed Insured

1. In the past 10 years, have you been diagnosed or been treated by a member of the medical profession for:
(if "yes", please state details in "Details To Yes Answers Questions 1-3" on page 7)

	Yes	No		Yes	No
A. Heart Disease	<input type="checkbox"/>	<input type="checkbox"/>	O. Acquired Immune Deficiency Syndrome (AIDS) (Maine: this question may be answered No if an individual has tested HIV positive and does not have symptoms of the disease AIDS such as dry coughs, skin lesions, weakness, fatigue, weight loss or loss of appetite.)	<input type="checkbox"/>	<input type="checkbox"/>
B. Chest Pain	<input type="checkbox"/>	<input type="checkbox"/>	P. Infection caused by the Human Immunodeficiency Virus (HIV) (Not Applicable in California, Connecticut and Maine. Wisconsin: AIDS virus HIV antibody testing is limited to FDA-licensed enzyme immunoassay and confirmatory HIV antibody tests. Any test performed at an anonymous counseling and testing site is confidential and need not be revealed on this application.)	<input type="checkbox"/>	<input type="checkbox"/>
C. Disease Of Blood Vessels	<input type="checkbox"/>	<input type="checkbox"/>	Q. Lung Disease	<input type="checkbox"/>	<input type="checkbox"/>
D. High Blood Pressure	<input type="checkbox"/>	<input type="checkbox"/>	R. Asthma	<input type="checkbox"/>	<input type="checkbox"/>
E. Stroke	<input type="checkbox"/>	<input type="checkbox"/>	S. Kidney Disease	<input type="checkbox"/>	<input type="checkbox"/>
F. Diabetes	<input type="checkbox"/>	<input type="checkbox"/>	T. Urinary Tract Disorders	<input type="checkbox"/>	<input type="checkbox"/>
G. High Blood Sugar	<input type="checkbox"/>	<input type="checkbox"/>	U. Gastro-Intestinal Disorder	<input type="checkbox"/>	<input type="checkbox"/>
H. Cancer	<input type="checkbox"/>	<input type="checkbox"/>	V. Elevated Cholesterol	<input type="checkbox"/>	<input type="checkbox"/>
I. Tumor	<input type="checkbox"/>	<input type="checkbox"/>	W. Hepatitis	<input type="checkbox"/>	<input type="checkbox"/>
J. Leukemia	<input type="checkbox"/>	<input type="checkbox"/>	X. Liver Disorder	<input type="checkbox"/>	<input type="checkbox"/>
K. Melanoma	<input type="checkbox"/>	<input type="checkbox"/>	Y. Nervous Disorder	<input type="checkbox"/>	<input type="checkbox"/>
L. Lymphoma	<input type="checkbox"/>	<input type="checkbox"/>	Z. Brain Disorder	<input type="checkbox"/>	<input type="checkbox"/>
M. Sexually Transmitted Disease	<input type="checkbox"/>	<input type="checkbox"/>	AA. Mental or Psychiatric Illness	<input type="checkbox"/>	<input type="checkbox"/>
N. AIDS-Related Complex (Maine: this question may be answered No if an individual has tested HIV positive and does not have symptoms of the disease AIDS such as dry coughs, skin lesions, weakness, fatigue, weight loss or loss of appetite.)	<input type="checkbox"/>	<input type="checkbox"/>			

Any disorder not listed above? _____

2. Are you currently taking prescription drugs? If yes, list drugs, dosage, and frequency. _____

3. Within the past 10 years, have you:
- a) been admitted to a hospital or other medical or rehabilitation facility ? Yes No
 - b) had or been advised to have surgery, medical tests (other than HIV) or diagnostic procedures such as electrocardiograms, stress tests, x-rays, urine tests, etc.? Yes No

4. Provide details of Proposed Insured's personal physician below.

_____		_____		_____	
First Name	MI	Last Name	Phone Number		
_____		_____		_____	
Street Address		City	State	Zip Code	
_____		_____		_____	
Date Last Seen (month/day/year)	Reason	Treatment			

Life 2 – Proposed Insured

1. In the past 10 years, have you been diagnosed or been treated by a member of the medical profession for:
(if “yes”, please state details in “Details To Yes Answers Questions 1-3” on page 7)

	Yes	No		Yes	No
A. Heart Disease	<input type="checkbox"/>	<input type="checkbox"/>	O. Acquired Immune Deficiency Syndrome (AIDS) (Maine: this question may be answered No if an individual has tested HIV positive and does not have symptoms of the disease AIDS such as dry coughs, skin lesions, weakness, fatigue, weight loss or loss of appetite.)	<input type="checkbox"/>	<input type="checkbox"/>
B. Chest Pain	<input type="checkbox"/>	<input type="checkbox"/>			
C. Disease Of Blood Vessels	<input type="checkbox"/>	<input type="checkbox"/>			
D. High Blood Pressure	<input type="checkbox"/>	<input type="checkbox"/>			
E. Stroke	<input type="checkbox"/>	<input type="checkbox"/>			
F. Diabetes	<input type="checkbox"/>	<input type="checkbox"/>			
G. High Blood Sugar	<input type="checkbox"/>	<input type="checkbox"/>			
H. Cancer	<input type="checkbox"/>	<input type="checkbox"/>	P. Infection caused by the Human Immunodeficiency Virus (HIV). (Not Applicable in California, Connecticut and Maine. Wisconsin: AIDS virus HIV antibody testing is limited to FDA-licensed enzyme immunoassay and confirmatory HIV antibody tests. Any test performed at an anonymous counseling and testing site is confidential and need not be revealed on this application.)	<input type="checkbox"/>	<input type="checkbox"/>
I. Tumor	<input type="checkbox"/>	<input type="checkbox"/>			
J. Leukemia	<input type="checkbox"/>	<input type="checkbox"/>			
K. Melanoma	<input type="checkbox"/>	<input type="checkbox"/>			
L. Lymphoma	<input type="checkbox"/>	<input type="checkbox"/>			
M. Sexually Transmitted Disease	<input type="checkbox"/>	<input type="checkbox"/>			
N. AIDS-Related Complex (Maine: this question may be answered No if an individual has tested HIV positive and does not have symptoms of the disease AIDS such as dry coughs, skin lesions, weakness, fatigue, weight loss or loss of appetite.)	<input type="checkbox"/>	<input type="checkbox"/>	Q. Lung Disease	<input type="checkbox"/>	<input type="checkbox"/>
			R. Asthma	<input type="checkbox"/>	<input type="checkbox"/>
			S. Kidney Disease	<input type="checkbox"/>	<input type="checkbox"/>
			T. Urinary Tract Disorders	<input type="checkbox"/>	<input type="checkbox"/>
			U. Gastro-Intestinal Disorder	<input type="checkbox"/>	<input type="checkbox"/>
			V. Elevated Cholesterol	<input type="checkbox"/>	<input type="checkbox"/>
			W. Hepatitis	<input type="checkbox"/>	<input type="checkbox"/>
			X. Liver Disorder	<input type="checkbox"/>	<input type="checkbox"/>
			Y. Nervous Disorder	<input type="checkbox"/>	<input type="checkbox"/>
			Z. Brain Disorder	<input type="checkbox"/>	<input type="checkbox"/>
			AA. Mental or Psychiatric Illness	<input type="checkbox"/>	<input type="checkbox"/>

Any disorder not listed above? _____

2. Are you currently taking prescription drugs? If yes, list drugs, dosage, and frequency. _____

3. Within the past 10 years, have you:
 a) been admitted to a hospital or other medical or rehabilitation facility? Yes No
 b) had or been advised to have surgery, medical tests (other than HIV) or diagnostic procedures such as electrocardiograms, stress tests, x-rays, urine tests, etc.? Yes No

4. Provide details of Proposed Insured’s personal physician below.

First Name	MI	Last Name	Phone Number

Street Address	City	State	Zip Code

Date Last Seen (month/day/year)	Reason	Treatment	

Life 1	Details To Yes Answers Part 2 Questions 1 - 3
---------------	--

Question No. _____ Condition _____ _____ _____ Date of onset _____ Last occurrence _____ Treatment/medication, if any _____ Names/address of physicians/hospitals providing treatment _____ _____ _____ _____	Question No. _____ Condition _____ _____ _____ Date of onset _____ Last occurrence _____ Treatment/medication, if any _____ Names/address of physicians/hospitals providing treatment _____ _____ _____ _____
--	--

Question No. _____ Condition _____ _____ _____ Date of onset _____ Last occurrence _____ Treatment/medication, if any _____ Names/address of physicians/hospitals providing treatment _____ _____ _____ _____	Question No. _____ Condition _____ _____ _____ Date of onset _____ Last occurrence _____ Treatment/medication, if any _____ Names/address of physicians/hospitals providing treatment _____ _____ _____ _____
--	--

Life 2	Details To Yes Answers Questions 1 - 3
---------------	---

Question No. _____ Condition _____ _____ _____ Date of onset _____ Last occurrence _____ Treatment/medication, if any _____ Names/address of physicians/hospitals providing treatment _____ _____ _____ _____	Question No. _____ Condition _____ _____ _____ Date of onset _____ Last occurrence _____ Treatment/medication, if any _____ Names/address of physicians/hospitals providing treatment _____ _____ _____ _____
--	--

Question No. _____ Condition _____ _____ _____ Date of onset _____ Last occurrence _____ Treatment/medication, if any _____ Names/address of physicians/hospitals providing treatment _____ _____ _____ _____	Question No. _____ Condition _____ _____ _____ Date of onset _____ Last occurrence _____ Treatment/medication, if any _____ Names/address of physicians/hospitals providing treatment _____ _____ _____ _____
--	--

SECTION J – HOME OFFICE ENDORSEMENTS

SECTION K – VERIFICATION OF STATEMENTS

As used here , “I”, “Me”, “You” and “Your” refer to the Proposed Insured and Certificate Owner.

“Company”, “Us”, and “We” refer to the insurance company on page 1.

I represent that the foregoing answers and statements contained in Part 1 and 2 are correctly recorded, complete, and true to the best of my knowledge and belief.

I understand that the certificate will become effective when all of the following conditions are met:

- The certificate is issued, delivered, and I accept it, and
- The health of all persons proposed for insurance remains as stated in the application, and
- The minimum initial premium is paid.

Acceptance of a life insurance certificate will be ratification of any administrative change with respect to such certificate made by the “Company”, in the space entitled “Home Office Endorsements”, where permitted by state law. All other changes, including certificate type and amount of insurance, benefits, classification or age at issue, must be accepted in writing.

No agent or medical examiner is authorized to make or modify contracts or to waive any of the Company’s rights or requirements. Any change must be in writing and signed by an officer of the Company. Notice to or knowledge of any Medical Examiner is not notice to or knowledge of the Company.

[Not applicable in Arizona, Oklahoma, and Vermont:

NOTICE: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, files an application, statements or claim containing any false, incomplete or misleading information may be guilty of insurance fraud.

Arkansas, District of Columbia, Maine, New Mexico, and Virginia: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, files an application, statements or claim containing any false, incomplete or misleading information may be guilty of insurance fraud and subjects such person to fines, denial of insurance benefits, or confinement in prison.

Colorado: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damage. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificateholder or claimant for the purpose of defrauding or attempting to defraud the certificateholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.]

Signed and dated in:

_____	_____	_____
City	State	Signature of Proposed Insured
_____	_____	_____
Date	(month/day/year)	Signature of Second Proposed Insured

		Signature of Certificate Owner* (if other than Proposed Insured)

		Title

		Name of Corporation

		Signature of Beneficiary (if a certificate change and rights are limited)

*If Certificate Owner is a corporation, the signature and title of an authorized officer other than the Proposed Insured is required and the full name of the corporation must be shown.

I certify that I have truly and accurately recorded herein the information supplied.

_____	_____	_____
Signature of Registered Representative	Printed Registered Representative’s Name	State License ID No.

SECTION L - BENEFIT SUPPLEMENT

1. Face Amount Schedule (complete a or b)

- a. Face Amount \$ _____
 increasing by
 % or \$ _____ per year for
 life of certificate or for _____ Certificate Years

b. Customized Schedule

(List by certificate year or years. Face amount may not decrease.)

Certificate Year(s)	Face Amount	
_____ - _____	\$ _____	(1)
_____ - _____	\$ _____	(2)
_____ - _____	\$ _____	(3)
_____ - _____	\$ _____	(4)
_____ - _____	\$ _____	(5)
_____ - _____	\$ _____	(6)
_____ - _____	\$ _____	(7)
_____ - _____	\$ _____	(8)
_____ - _____	\$ _____	(9)
_____ - _____	\$ _____	(10)
_____ - _____	\$ _____	(11)
_____ - _____	\$ _____	(12)
_____ - _____	\$ _____	(13)
_____ - _____	\$ _____	(14)
_____ - _____	\$ _____	(15)
_____ - _____	\$ _____	(16)
_____ - _____	\$ _____	(17)
_____ - _____	\$ _____	(18)
_____ - _____	\$ _____	(19)
_____ - _____	\$ _____	(20)

2. Term Insurance Rider

Certificate Year(s)	Face Amount	
_____ - _____	\$ _____	(1)
_____ - _____	\$ _____	(2)
_____ - _____	\$ _____	(3)
_____ - _____	\$ _____	(4)
_____ - _____	\$ _____	(5)
_____ - _____	\$ _____	(6)
_____ - _____	\$ _____	(7)
_____ - _____	\$ _____	(8)
_____ - _____	\$ _____	(9)
_____ - _____	\$ _____	(10)
_____ - _____	\$ _____	(11)
_____ - _____	\$ _____	(12)
_____ - _____	\$ _____	(13)
_____ - _____	\$ _____	(14)
_____ - _____	\$ _____	(15)
_____ - _____	\$ _____	(16)
_____ - _____	\$ _____	(17)
_____ - _____	\$ _____	(18)
_____ - _____	\$ _____	(19)
_____ - _____	\$ _____	(20)

SECTION M - PREMIUM SUPPLEMENT

Planned Annual Premium (Check a, b, or c). Premium billing mode has been selected in Section B.

- a. \$ _____ annually for _____ year(s)
 b. \$ _____ annually increasing by _____ for _____ year(s)

Additional first year Planned Premium \$ _____ (complete for a or b if applicable)

c. Customized Schedule (list by certificate year or years):

Certificate Year(s)	Annual Premium	
_____ - _____	\$ _____	(1)
_____ - _____	\$ _____	(2)
_____ - _____	\$ _____	(3)
_____ - _____	\$ _____	(4)
_____ - _____	\$ _____	(5)
_____ - _____	\$ _____	(6)
_____ - _____	\$ _____	(7)
_____ - _____	\$ _____	(8)
_____ - _____	\$ _____	(9)
_____ - _____	\$ _____	(10)

SECTION N – SUBACCOUNT INVESTMENT OPTIONS

[1. Premium Allocations

(Percentages must be Whole and Total 100%)

[Aggressive Growth Portfolios

- _____ % Science & Technology
- _____ % Pacific Rim
- _____ % Health Sciences
- _____ % Emerging Growth
- _____ % Small Cap Growth
- _____ % Emerging Small Company
- _____ % Small Cap
- _____ % Small Cap Index
- _____ % Mid Cap Stock
- _____ % Natural Resources
- _____ % All Cap Growth
- _____ % Financial Services
- _____ % International Opportunities
- _____ % International Small Cap
- _____ % International Equity Index B
- _____ % Overseas Equity
- _____ % American International
- _____ % International Value
- _____ % International Core

Lifestyle Portfolios

- _____ % Lifestyle Aggressive
- _____ % Lifestyle Growth
- _____ % Lifestyle Balanced
- _____ % Lifestyle Moderate
- _____ % Lifestyle Conservative

Conservative Portfolio

- _____ % Money Market B

Growth Portfolios

- _____ % Mid Cap Index
- _____ % Mid Cap Intersection
- _____ % Global
- _____ % Capital Appreciation
- _____ % American Growth
- _____ % Optimized All Cap
- _____ % All Cap Core
- _____ % Total Stock Market Index
- _____ % Blue Chip Growth
- _____ % U.S. Large Cap
- _____ % Core Equity
- _____ % Large Cap Value
- _____ % Classic Value
- _____ % Utilities
- _____ % Global Real Estate
- _____ % Real Estate Securities
- _____ % Small Cap Opportunities
- _____ % Small Cap Value
- _____ % Small Company Value
- _____ % Mid Value
- _____ % Mid Cap Value
- _____ % Value
- _____ % All Cap Value

M Funds

- _____ % Brandes International Equity
- _____ % Turner Core Growth
- _____ % Frontier Capital Appreciation
- _____ % Business Opportunity Value

Growth & Income Portfolios

- _____ % 500 Index B
- _____ % Fundamental Value
- _____ % U.S. Core
- _____ % Large Cap
- _____ % Optimized Value
- _____ % American Growth–Income
- _____ % Equity–Income
- _____ % American Blue Chip Inc & Growth
- _____ % American Asset Allocation
- _____ % Franklin Templeton Founding Allocation
- _____ % Index Allocation
- _____ % Income & Value
- _____ % Managed
- _____ % Global Allocation
- _____ % Core Allocation Plus
- _____ % Disciplined Diversification
- _____ % Capital Appreciation Value
- _____ % PIMCO VIT All Asset

Income Portfolios

- _____ % High Yield
- _____ % U.S. High Yield Bond
- _____ % Strategic Bond
- _____ % Strategic Income
- _____ % Global Bond
- _____ % Investment Quality Bond
- _____ % Total Return
- _____ % American Bond
- _____ % Real Return Bond
- _____ % Total Bond Market B
- _____ % Core Bond
- _____ % Active Bond
- _____ % U.S. Government Securities
- _____ % Short–Term Bond]

*Please state full name of any subaccounts applicable. If more room is needed, please attach a separate supplement page with details.

TO THE EXTENT ANY BENEFIT, PAYMENT, OR VALUE UNDER THE CERTIFICATE (INCLUDING THE ACCOUNT VALUE) IS BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, SUCH BENEFIT, PAYMENT, OR VALUE MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT AND IS NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

2. Periodic Product Charges

You may elect specific Subaccounts for all periodic product charges. Please list below the Subaccounts by name and percentages for the deduction of the periodic charges. In the absence of specific instructions, or if there is insufficient value in the designated Subaccounts, we will allocate charges among Non-exempt Subaccounts in proportion to the value of your certificate investment in each Non-exempt Subaccount on the date of the charge.

(Percentages must be whole and total 100%)

Percent	Fund	Percent	Fund
_____ %	_____	_____ %	_____
_____ %	_____	_____ %	_____

SECTION N – SUBACCOUNT INVESTMENT OPTIONS (continued)

3. Telephone Authorization

I direct the Company to act upon telephone instructions from the Certificate Owner (a trustee, if the Certificate Owner is a trust, or an authorized business official, if the Certificate Owner is a business entity) to change allocations of future payment or deduction of periodic charges, transfer existing funds among the Subaccount Investment Options, and process partial withdrawals and certificate loans, subject to the provisions of the Group Contract.

Telephone Subaccount Transfer Yes No Telephone Withdrawal or Loan Yes No

I do not wish to authorize telephone transactions. I understand that by not taking this option, any future request for this option must be submitted in writing.

Date (month/day/year)

(Signature of Certificate Owner, Trustee or Authorized Business Official)

(Title)

SECTION O – SUITABILITY

1. Have you, the Certificate Owner, if other than the Proposed Insured(s), and the Proposed Insured(s), received a current Offering Memorandum dated _____ for the Variable Life Insurance certificate applied for and current prospectus or Offering Memorandum for each of the Variable Investment Options? Yes No
2. Do you understand that under the certificate the amount or duration of the death benefit may vary under specified conditions; certificate values may increase or decrease in accordance with the investment experience of investment options, and the amount payable is not guaranteed, but is dependent on the then current Account Value? Yes No
3. Do you understand that personalized illustrations received are based on hypothetical interest assumptions which may not be indicative of actual future investment experience? Yes No
4. With this in mind, is the certificate in accord with your insurance objectives and your anticipated financial need? Yes No
5. Have you received an illustration of benefits based on your Planned Premium? Yes No

Date (month/day/year)

Signature of Proposed Insured

Signature of Proposed Insured

Signature of Proposed Insured

Title

SECTION P – DECLARATIONS

- 1. This Application is submitted in the belief that the purchase of this certificate is suitable for the Certificate Owner based on the information furnished. Yes No
- 2. Reasonable inquiry has been made of the Applicant concerning the Applicant's insurance and investment objectives, financial situation and needs. Yes No
- 3. The Applicant is considering the purchase of this variable life insurance product as a vehicle to provide for long term insurance needs and not primarily as an investment. Yes No
- 4. To the best of your knowledge, does this application involve the REPLACEMENT of any existing insurance as defined by State regulations? (If "yes" indicate company and insured(s) in Section G.) Complete all required replacement forms. Yes No

Date (month/day/year)

Signature of Registered Representative

SECTION Q – AUTHORIZATION

I authorize any licensed physician, medical practitioner, hospital, clinic, other medical or medically related facility, insurance company, the Medical Information Bureau, consumer reporting agency or employer to release to the Company, its subsidiaries, its reinsurer(s) or its legal representative any information that they may have as to diagnosis, treatment and prognosis of any physical or mental condition including drug and/or alcohol abuse and/or any other information of the Proposed Insured(s).

I understand that any information obtained will be used to determine eligibility for insurance and will not be released to any person or organization except reinsurer(s), the Medical information Bureau, and other persons or organizations performing business or legal services in connection with my application, or as may be otherwise lawfully required, or as I may further authorize. I know that I or my authorized representative may request to receive a copy of this authorization. I also acknowledge receipt of the Fair Credit Reporting Act and Privacy Act Pre-Notification.

A photographic copy of this authorization shall be as valid as the original and shall be valid for two and one half years from the date shown below.

Signed and Dated by Proposed Insured(s) in:

City State

Signature of Proposed Insured
(or parent if Proposed Insured is under age 18)

Date (month/day/year)

Signature of Second Proposed Insured



**MASTER APPLICATION FOR
GROUP FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE**

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

**197 Clarendon Street
Boston, MA 02117**

**MAGNASTAR SERVICE CENTER
PO Box 724567
Atlanta, GA 31139
877-297-6349**

**MAGNASTAR PRODUCTS ARE AVAILABLE EXCLUSIVELY THROUGH MEMBERS OF
M FINANCIAL GROUP**

Application for Group Flexible Premium Variable Life Insurance	Offering Memo No.
	Group Contract No.
	Case No. [Home Office Use Only]

PART I – CASE INFORMATION

SECTION A – CORPORATION

1. Name Of Corporation	2. Primary Contact		
	First Name	Middle Name	Last Name
	Title		
3. Corporate Address			
4. Type Of Business			
5. Telephone		6. Fax	

SECTION B – COVERAGE INFORMATION

1. Plan	2. Certificate Date <input type="checkbox"/> Specific Date Month _____ Day _____ Year _____		
3. Death Benefit Option (Select One) <input type="checkbox"/> Option A - Face Amount <input type="checkbox"/> Option B - Face Amount Plus Account Value	4. Life Insurance Definition (Select One) <input type="checkbox"/> Cash Value Accumulation Test <input type="checkbox"/> Guideline Premium Test	5. Return of Premium Rider Yes <input type="checkbox"/> No <input type="checkbox"/>	
6. Term Rider Yes <input type="checkbox"/> No <input type="checkbox"/>	7. Enhanced Death Benefit Rider Yes <input type="checkbox"/> No <input type="checkbox"/> Begin at age _____		
	8. Enhanced Surrender Value Rider Yes <input type="checkbox"/> No <input type="checkbox"/>		

The amount of insurance applied for on behalf of each Proposed Insured is set forth in the attached Census.

SECTION C – BILLING INFORMATION

1. Frequency of Premium Reminder Notice (Mode) <input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Do Not Bill <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Monthly	
2. Send To: <input type="checkbox"/> Certificate Owner at <input type="checkbox"/> Business or <input type="checkbox"/> Other (indicate below in 3 and 4)	
3. Name Of Premium Payor	4. Address (Street, City, State, Zip Code)

SECTION D – SPECIAL REQUESTS

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SECTION E – CERTIFICATE OWNER (if other than Corporation in Section A)

Complete verification of trust form, if certificate is to be owned by a trust.

1. Full Name (Print as to appear in certificate)		
2. Relationship to Insured	3. Telephone No.	4. Social Security No./Taxpayer ID No.
5. Address (Street, City, State, Zip Code)		

The Beneficiary of the certificates issued will be the Corporation or Trust identified as the Certificate Owner.

SECTION F - REPLACEMENT

Is the Certificate Owner identified in Section A or E replacing or changing any existing life insurance policies or certificates or annuities now in force on the Proposed Insureds? Yes No
(If yes, enclose all required replacement forms.)

SECTION G – PROPOSED INSURED CLASSIFICATION

1. The Proposed Insureds listed in the attached Census have met the Corporation's criteria for coverage, which are as follows: Yes No

2. Are all employees who meet the criteria in Question 1 listed in the attached Census? Yes No
(If no, answer Question 3. If yes, go directly to Question 4.)

3. Do the employees who meet the criteria in Question 1, but are not listed in the attached Census, already have corporate owned life insurance coverage? Yes No
(If no, please provide details below.)

4. As of the date of the Census, is each Proposed Insured identified in the attached Census actively at work and performing all the duties of his or her normal occupation on a full-time basis (at least 30 hours per week) at his or her customary place of employment? Yes No
(If no, please provide details below.)

SECTION H – HOME OFFICE ENDORSEMENTS

SECTION I - SUITABILITY

1. Have you, the Certificate Owner received a current Offering Memorandum dated _____ for the Variable Life Insurance certificate applied for and current prospectus or Offering Memorandum for each of the Variable Investment Options? Yes No

2. Do you understand that under the certificate the amount or duration of the death benefit may vary under specified conditions, certificate values may increase or decrease in accordance with the investment experience of investment options, and the amount payable is not guaranteed, but is dependent on the then Current Account Value? Yes No

3. Do you understand that personalized illustrations received are based on hypothetical interest assumptions which may not be indicative of actual future investment experience? Yes No

4. With this in mind, is the certificate in accord with your insurance objectives and your anticipated financial need? Yes No

SECTION J – VERIFICATION OF STATEMENTS

The certificates being applied for are to be owned by the Corporation as part of a corporate-owned life insurance agreement or by an employer-sponsored trust for the benefit of the employer’s employees. The employer or trust has an insurable interest in the lives of the Proposed Insureds.

I represent that the answers and statements contained in Part 1 and the Proposed Insured Consent To Insurance Forms are correctly recorded, complete, and true to the best of my knowledge and belief.

No insurance will take effect until:

- The certificate is issued, delivered, and I accept it, and
- The health of all persons proposed for insurance remains as stated in the application, and
- The minimum initial premium is paid.

Acceptance of a life insurance certificate will be ratification of any administrative change with respect to such certificate made by the Insurance Company, the “Company”, in the space entitled “Home Office Endorsements”, where permitted by state law. All other changes, including certificate type and amount of insurance, benefits, classification or age at issue, must be accepted in writing.

No agent is authorized to make or modify contracts or to waive any of the Company’s rights or requirements. Any change must be in writing and signed by an officer of the Company. Notice to or knowledge of any Agent or other unauthorized person is not notice to or knowledge of the Company.

[Not applicable in Arizona:

NOTICE: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, files an application, statements or claim containing any false, incomplete or misleading information may be guilty of insurance fraud.

Arkansas, Maine, New Mexico, and Virginia: Notice: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, files an application, statements or claim containing any false, incomplete or misleading information may be guilty of insurance fraud and subjects such person to fines, denial of insurance benefits, or confinement in prison.

Colorado: Notice: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damage. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificateholder or claimant for the purpose of defrauding or attempting to defraud the certificateholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by an applicant.]

Signed and dated by applicant in:

City State Signature of Applicant *

Date (month/day/year) Title

Name of Corporation

*If Certificate Owner is a corporation, the signature and title of an authorized officer is required and the full name of the corporation must be shown.

I certify that I have truly and accurately recorded hereon the information supplied.

Signature of Registered Representative Printed Registered Representative’s Name State License ID No.

SECTION K-SUBACCOUNT INVESTMENT OPTIONS
(IF NOT SUPERCEDED BY INDIVIDUAL ELECTIONS SUBMITTED WITH THIS CASE)

[1. Premium Allocations

(Percentages must be Whole and Total 100%)

[Aggressive Growth Portfolios

- _____ % Science & Technology
- _____ % Pacific Rim
- _____ % Health Sciences
- _____ % Emerging Growth
- _____ % Small Cap Growth
- _____ % Emerging Small Company
- _____ % Small Cap
- _____ % Small Cap Index
- _____ % Mid Cap Stock
- _____ % Natural Resources
- _____ % All Cap Growth
- _____ % Financial Services
- _____ % International Opportunities
- _____ % International Small Cap
- _____ % International Equity Index B
- _____ % Overseas Equity
- _____ % American International
- _____ % International Value
- _____ % International Core

Growth Portfolios

- _____ % Mid Cap Index
- _____ % Mid Cap Intersection
- _____ % Global
- _____ % Capital Appreciation
- _____ % American Growth
- _____ % Optimized All Cap
- _____ % All Cap Core
- _____ % Total Stock Market Index
- _____ % Blue Chip Growth
- _____ % U.S. Large Cap
- _____ % Core Equity
- _____ % Large Cap Value
- _____ % Classic Value
- _____ % Utilities
- _____ % Global Real Estate
- _____ % Real Estate Securities
- _____ % Small Cap Opportunities
- _____ % Small Cap Value
- _____ % Small Company Value
- _____ % Mid Value
- _____ % Mid Cap Value
- _____ % Value
- _____ % All Cap Value

Growth & Income Portfolios

- _____ % 500 Index B
- _____ % Fundamental Value
- _____ % U.S. Core
- _____ % Large Cap
- _____ % Optimized Value
- _____ % American Growth–Income
- _____ % Equity–Income
- _____ % American Blue Chip Inc & Growth
- _____ % American Asset Allocation
- _____ % Franklin Templeton Founding Allocation
- _____ % Index Allocation
- _____ % Income & Value
- _____ % Managed
- _____ % Global Allocation
- _____ % Core Allocation Plus
- _____ % Disciplined Diversification
- _____ % Capital Appreciation Value
- _____ % PIMCO VIT All Asset

Lifestyle Portfolios

- _____ % Lifestyle Aggressive
- _____ % Lifestyle Growth
- _____ % Lifestyle Balanced
- _____ % Lifestyle Moderate
- _____ % Lifestyle Conservative

M Funds

- _____ % Brandes International Equity
- _____ % Turner Core Growth
- _____ % Frontier Capital Appreciation
- _____ % Business Opportunity Value

Income Portfolios

- _____ % High Yield
- _____ % U.S. High Yield Bond
- _____ % Strategic Bond
- _____ % Strategic Income
- _____ % Global Bond
- _____ % Investment Quality Bond
- _____ % Total Return
- _____ % American Bond
- _____ % Real Return Bond
- _____ % Total Bond Market B
- _____ % Core Bond
- _____ % Active Bond
- _____ % U.S. Government Securities
- _____ % Short–Term Bond]

Conservative Portfolio

- _____ % Money Market B

*Please state full name of any subaccounts applicable. If more room is needed, please attach a separate supplement page with details.

TO THE EXTENT ANY BENEFIT, PAYMENT, OR VALUE UNDER THE CERTIFICATE (INCLUDING THE ACCOUNT VALUE) IS BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, SUCH BENEFIT, PAYMENT, OR VALUE MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT AND IS NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

2. Periodic Product Charges

You may elect specific Subaccounts for all periodic product charges. Please list below the Subaccounts by name and percentages for the deduction of the periodic charges. In the absence of specific instructions, or if there is insufficient value in the designated Subaccounts, we will allocate charges among Non-exempt Subaccounts in proportion to the value of your certificate investment in each Non-exempt Subaccount on the date of the charge.

(Percentages must be whole and total 100%)

Percent	Fund	Percent	Fund
_____ %	_____	_____ %	_____
_____ %	_____	_____ %	_____

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

CONSENT TO INSURANCE for Flexible Premium Variable Life Insurance

Employer / Owner _____

Offering Memo No. _____

As used in this form, *I, me, you, and your* refer to the Proposed Insured. *Company, us* and *we* refer to the insurance company shown above.

PROPOSED INSURED INFORMATION

1. Full Name (First, Middle Initial, Last)	2. Residence _____ Street _____ City State Zip Code
--	---

3. Date Of Birth	4. Sex
------------------	--------

5. Social Security Number	6. Business Phone
---------------------------	-------------------

7. Occupation	8. Date Of Hire
---------------	-----------------

9. Are you currently actively at work on a full time basis performing all duties of your regular occupation, at your customary place of employment for at least 30 hours per week? Yes No
If "No", explain:

10. Have you: (1) been absent from work due to illness or medical treatment for a period of 5 business days or more within the last 90 days: or (2) been hospitalized for any reason during this same period? Yes No
If yes, explain

11. During the last 12 months have you used tobacco or other nicotine product (cigarettes, cigars, pipe, chewing tobacco, nicotine substitute, etc.)? Yes No
If yes, what type(s) and frequency?

PROPOSED INSURED'S CONSENT

The certificate being applied for [(1)] is to be owned by either (a) the employer as part of a corporate-owned life insurance agreement, or (b) by an employer-sponsored trust for the benefit of the employer's employees. I consent to the purchase of insurance coverage by the employer or the trust. I agree and acknowledge that my Employer will be the Certificate Owner and beneficiary of the life insurance certificate(s) on my life. I further agree and acknowledge that I, and my personal representative and heirs at law, have no ownership or beneficial interest or rights in the life insurance certificate(s) or in the death proceeds thereof.

[(1) **For residents in the state of Virginia:** In the amount of \$_____.]

[For these specific states, the following also applies:

Maryland and North Dakota: "Employer" is replaced by the "Corporation."]

I affirm and understand the following:

To the best of my knowledge and belief, the statements in this application (Part 2), as well as my statement on any forms that the Company designates to be part of the application and that are attached to the certificate, are complete, true and correctly recorded. This information may be used to determine eligibility for insurance. This authorization is valid for thirty (30) months from its date. A photocopy of this authorization shall be as valid as the original.

I have received and read a copy of the **Important Notice About The Application For Insurance.**

Signature of the Proposed Insured applies to all sections of this application.

[Not applicable in Arizona:

NOTICE: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, files an application, statements or claim containing any false, incomplete or misleading information may be guilty of insurance fraud.

Arkansas, Maine, New Mexico, and Virginia: Notice: Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, files an application, statements or claim containing any false, incomplete or misleading information may be guilty of insurance fraud and subjects such person to fines, denial of insurance benefits, or confinement in prison.

Colorado: Notice: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damage. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificateholder or claimant for the purpose of defrauding or attempting to defraud the certificateholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by an applicant.】

Signed at _____ on _____
(City, State) (month/day/year)

Proposed Insured (print) _____

Signature Of Proposed Insured _____

Witness _____ at _____
(Signature) (City, State) (month/day/year)

(Registered representative must witness where required by law)

IMPORTANT NOTICE ABOUT THE APPLICATION FOR INSURANCE

Any information which we obtain or have obtained about you will be treated as confidential. However, we may give the information, as necessary, to persons conducting mortality or morbidity studies, reinsurers, and affiliate companies for servicing, underwriting, or claims handling purposes.

**[Above information will appear at the bottom of the previous page when
the multiple state variations are removed]**



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



Enhanced Surrender Value Rider

This Rider is made part of the policy to which it is attached. It provides an enhancement to the cash value upon surrender of the policy based on the schedule below. The Rider effective date is the Policy Date. The Owner of the policy is the Owner of this Rider.

This Rider provides an Enhancement Amount that is used in the determination of the Net Cash Surrender Value and the Net Amount at Risk as further described below. The Enhancement Amount for the policy is equal to the sum of the current Enhancement Amount for each Coverage Segment. The Enhancement Amount for each Coverage Segment equals A times B below, where:

- A = the Enhancement Factor for the current Coverage Segment year from the table below, and
- B = the amount of Premium received in the first year of the Coverage Segment up to the Band 1 Premium for that Coverage Segment.

Coverage Segment Year	Enhancement Factor
1	0.0563
2	0.0781
3	0.0750
4	0.0688
5	0.0625
6	0.0500
7	0.0375
8	0.0250
9	0.0125
10	0.0000
11 and later	0.0000

If You surrender this policy in accordance with Section 10, the Net Cash Surrender Value will be increased by the current Enhancement Amount unless such surrender is the result of an exchange under Section 1035 of the Internal Revenue Code.

The Net Amount at Risk defined in Section 8.2 is decreased by the current Enhancement Amount.

The Enhancement Amount has no effect on the Death Benefit as described in Section 4, the determination of grace period and lapse as described in Section 6, the Loanable Value as defined in Section 9, the amount which may be withdrawn from the policy as defined in Section 10.2 or any other benefits of the policy not specifically described in this Rider.

Charge for this Rider

The cost for this Rider is included in the charges described in Section 1.7 of the policy.

Termination

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

1. The policy is surrendered or the entire Surrender Value is applied under a Settlement Option.
2. The policy terminates due to lapse, exchange or the death of the Insured.
3. The Maturity Date.

Terms

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

If this Rider is attached to a survivorship policy or certificate the reference to the death of the Insured shall mean the death of the Surviving Insured.

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

[]
President

[]
Secretary



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



Enhanced Death Benefit Rider

This Rider is made part of the Policy to which it is attached. It provides an additional death benefit in certain years. The effective date of this rider is the Policy date or, if added later, the Processing Date on or next following the date your application for this Rider is approved by us. The Owner of the Policy is the Owner of this Rider.

The Death Benefit of the Policy will be increased if necessary to ensure that the Policy will continue to qualify as life insurance under federal tax law. The Death Benefit will never be less than the Account Value multiplied by the greater of A and B where:

- A is the applicable Required Total Death Benefit Factor shown in Section 1.11;
- B is the applicable Enhanced Death Benefit Factor.

Policy Year	Enhanced Death Benefit Factors
30	[1.3827]
31	[1.3831]
32	[1.3797]
33	[1.3731]
34	[1.3637]
35	[1.3358]
36	[1.3097]
37	[1.2853]
38	[1.2625]
39	[1.2416]
40	[1.2224]
41	[1.2047]
42	[1.1884]
43	[1.1733]
44	[1.1591]
45	[1.1456]
46	[1.1326]
47	[1.1197]
48	[1.1067]
49	[1.0932]
50	[1.0791]
51	[1.0642]
52	[1.0490]
53	[1.0338]
54	[1.0197]
55	[1.0197]

Charge for this Rider

There is no separate premium for this Rider. Cost of Insurance charges will be deducted from the Account Value for any resulting additional death benefit of the Rider as described in Section 8.2 of the Policy.

Termination

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

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

Terms

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

If this Rider is attached to a survivorship policy or certificate the reference to the death of the Insured shall mean the death of the Surviving Insured.

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

[]

[]



Return Of Premium Rider

This Rider is made part of the Policy to which it is attached. It provides an additional death benefit when the premiums paid for the Policy exceed the total of any withdrawals made from the Policy. The Rider effective date is the Policy Date or, if added later, the Processing Date on or next following the date Your application for this Rider is approved by Us. The Owner of the Policy is the Owner of this Rider.

The definition of Death Benefit Options in section 4.2 is replaced by the following:

Option A: The Death Benefit is the greater of (1) or (2) below:

- 1) The Scheduled Face Amount as shown in Section 1.5, plus the following amount:
The sum of all premiums paid from the effective date of this Rider, less the total of all withdrawals from this effective date, but not less than zero.
- 2) The Required Total Death Benefit as described in Section 4.2.

Option B: The Death Benefit is the greater of (1) or (2) below:

- 1) The Scheduled Face Amount as shown in Section 1.5, plus the greater of (a) or (b) where:
 - (a) = the Account Value on the date of death of the Insured,
 - (b) = the sum of all premiums paid from the effective date of this Rider, less the total of all withdrawals from this effective date, but not less than zero.
- 2) The Required Total Death Benefit as described in Section 4.2.

Increase in Benefit

The benefit provided by this Rider may be increased by adding interest to the premiums paid after the effective date of this Rider. To increase the benefit under this Rider:

- 1) You must give Us a Written Request at our Customer Service Center.
- 2) The Written Request must contain an interest rate and time period.
- 3) We must approve Your request.
- 4) The Insured must be living on the effective date of the request.
- 5) At the end of the time period specified, You may request to renew or change the interest rate applied and the time period specified, subject to Our approval.
 - (a) If no interest rate is requested or approved, the interest rate will be 0%.
 - (b) If no time period is requested, the time period will be one policy year.
- 6) The Policy must be In Full Force.
- 7) The Policy is not in the grace period when the Written Request is received.

If all of these conditions are met, the interest rate and time period requested will become effective on the Processing Date following Our approval of Your request.

Charge for this Rider

There is no separate premium for this Rider. Cost of Insurance charges will be deducted from the Account Value for the additional death benefit of the Rider as described in Section 8.2 of the Policy.

Termination

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

- 1) The Policy is surrendered or the entire Surrender Value is applied under a Settlement Option.
- 2) The Policy terminates due to lapse or the death of the Insured.
- 3) You request the termination of this Rider.
- 4) The Maturity Date.

Terms

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

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

If this Rider is attached to a survivorship policy or certificate the reference to the death of the Insured shall mean the death of the Surviving Insured.

[ SPECIMEN
President]

[ SPECIMEN
Secretary]



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



Term Rider

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

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

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

Charge for this Rider

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

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

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

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

Termination

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

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

Terms

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

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

[ SPECIMEN
President]

[ SPECIMEN
Secretary]

SERFF Tracking Number: SKML-125735275 *State:* Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) *State Tracking Number:* 39631
Company Tracking Number: MAG100GRP
TOI: L06G Group Life - Variable *Sub-TOI:* L06G.002 Single Life - Flexible Premium
Product Name: John Hancock 2001 CSO Single Life Grp
Project Name/Number: John Hancock 2001 CSO Single Life Grp/MAG100GRP

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SKML-125735275 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 39631
Company Tracking Number: MAG100GRP
TOI: L06G Group Life - Variable Sub-TOI: L06G.002 Single Life - Flexible Premium
Product Name: John Hancock 2001 CSO Single Life Grp
Project Name/Number: John Hancock 2001 CSO Single Life Grp/MAG100GRP

Supporting Document Schedules

Satisfied -Name: Certification/Notice	Review Status:	07/15/2008
Comments:		
Attachment: AR Certification.pdf		
Satisfied -Name: Application	Review Status:	07/15/2008
Comments: See Forms Schedule		
Satisfied -Name: Authorization Letter	Review Status:	07/15/2008
Comments:		
Attachment: jhusa letter.pdf		
Satisfied -Name: Statement of Variables	Review Status:	07/15/2008
Comments:		
Attachment: SOV MAG100GRP.pdf		

SUN LIFE ASSURANCE COMPANY OF CANADA (U.S)

CERTIFICATION OF COMPLIANCE

ARKANSAS

Re: **Policy Form** MAG100GRP , et al

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

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

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

By _____



Helene Landow, Director

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

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



June 27, 2008

RE: Letter of Authorization

Dear State Regulator:

We hereby authorize:

Sandra K. Meltzer & Associates, Inc.
1750 Century Circle, Suite 2
Atlanta, Georgia 30345

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

Sincerely,

Helene Landow
Director, US Contracts and Compliance

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

VARIABLE MATERIAL

Form No. MAG100GRP (Schedule Page Insert)

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

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

Section 1: All the bracketed items are John Doe information

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

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

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

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

Section 1.5 The bracketed items are John Doe information.

Section 1.6 Premium Loads –the Maximum Loads are:

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

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

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

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

Age	Maximum Monthly Certificate Fee ⁽¹⁾	Maximum Monthly Charge per \$1000 of Initial Face Amount		Age	Maximum Monthly Certificate Fee ⁽¹⁾	Maximum Monthly Charge per \$1000 of Initial Face Amount	
		Male	Female			Male	Female
15	\$10.00	0.62698	0.58687	53	\$10.00	1.52147	1.31178
16	\$10.00	0.64235	0.60156	54	\$10.00	1.56094	1.34283
17	\$10.00	0.65776	0.61533	55	\$10.00	1.60663	1.37656
18	\$10.00	0.67321	0.63008	56	\$10.00	1.65765	1.41744
19	\$10.00	0.68867	0.64484	57	\$10.00	1.70941	1.45971
20	\$10.00	0.70418	0.65966	58	\$10.00	1.76216	1.50350
21	\$10.00	0.72067	0.67353	59	\$10.00	1.81573	1.54813
22	\$10.00	0.73623	0.68839	60	\$10.00	1.87043	1.59382
23	\$10.00	0.75183	0.70329	61	\$10.00	1.92620	1.64058
24	\$10.00	0.76745	0.71820	62	\$10.00	1.98303	1.68831
25	\$10.00	0.78407	0.73315	63	\$10.00	2.04099	1.73706
26	\$10.00	0.80414	0.74718	64	\$10.00	2.09993	1.78659
27	\$10.00	0.82325	0.76215	65	\$10.00	1.88032	1.70162
28	\$10.00	0.84332	0.77712	66	\$10.00	1.77559	1.64386
29	\$10.00	0.86338	0.79209	67	\$10.00	1.82917	1.68503
30	\$10.00	0.88344	0.80706	68	\$10.00	1.88397	1.72721
31	\$10.00	0.90351	0.82204	69	\$10.00	1.94031	1.77065
32	\$10.00	0.92357	0.83701	70	\$10.00	1.99850	1.81572
33	\$10.00	0.94364	0.85103	71	\$10.00	1.86866	1.68451
34	\$10.00	0.96372	0.86600	72	\$10.00	1.89140	1.73013
35	\$10.00	0.98283	0.88099	73	\$10.00	1.91422	1.77768
36	\$10.00	1.00958	0.90155	74	\$10.00	1.93714	1.82693
37	\$10.00	1.03544	0.92213	75	\$10.00	1.96015	1.87782
38	\$10.00	1.06136	0.94369	76	\$10.00	1.72221	1.65615
39	\$10.00	1.08826	0.96435	77	\$10.00	1.75973	1.69190
40	\$10.00	1.11426	0.98504	78	\$10.00	1.79821	1.72859
41	\$10.00	1.14125	1.00670	79	\$10.00	1.83763	1.76623
42	\$10.00	1.16734	1.02744	80	\$10.00	1.87801	1.80484
43	\$10.00	1.19444	1.04821	81	\$10.00	1.41981	1.41981
44	\$10.00	1.22062	1.07067	82	\$10.00	1.42820	1.42820
45	\$10.00	1.24781	1.09537	83	\$10.00	1.43672	1.43672
46	\$10.00	1.28060	1.12083	84	\$10.00	1.44538	1.44538
47	\$10.00	1.31347	1.14635	85	\$10.00	1.45416	1.45416
48	\$10.00	1.34644	1.17221	86	\$10.00	1.36229	1.36229
49	\$10.00	1.37946	1.19977	87	\$10.00	1.36229	1.36229
50	\$10.00	1.41257	1.22740	88	\$10.00	1.36229	1.36229
51	\$10.00	1.44575	1.25510	89	\$10.00	1.36229	1.36229
52	\$10.00	1.48266	1.28339	90	\$10.00	1.36229	1.36229

Section 1.7.2 Monthly rates for mortality and expense risk charges
 Maximum Mortality and Expense Risk Charge Rates: 300 bp

Section 1.8 Guaranteed Maximum Cost of Insurance Rates:
 Commissioners 2001 Standard Ordinary Mortality Table, Age Near Birthday, Ultimate, Male and Female, Aggregate.

Section 1.9 Certificate Loan Factors
 Guaranteed Minimum Annual Interest Crediting Rate for Loan Account: 4.00%
 Guaranteed Maximum Annual Interest Rate Charged on Certificate Debt Balances: 8.00%

Section 1.10 Guaranteed Maximum Surrender Charge Factors

Age	Guaranteed Maximum First Year Surrender Charge as a Percent of Target Premium
15-70	30%
71	29%
72	28%
73	27%
74	26%
75	25%
76	24%
77	23%
78	22%
79	21%
80	21%
81	20%
82	19%
83	18%
84	17%
85	16%
86	15%
87	14%
88	13%
89	13%
90	12%

Section 1.11 Definition of Life Insurance Death Benefit Factors:

Either GPT corridor factors or 1/NSP factors for CVAT in Required Total DB column where 1/NSP is based on Commissioners 2001 Standard Ordinary Mortality Table, Age Near Birthday, Ultimate, Male and Female, Aggregate.

Section 1.12:

MAXIMUM/MINIMUM FACTORS APPLICABLE TO EXEMPT SUBACCOUNTS

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