Filing at a Glance

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

Product Name: ENDIRA.08-REV, et al
SERFF Tr Num: MALF-125777283
State: ArkansasLH

TOI: A02.1I Individual Annuities- Deferred Non-Variable and Variable
SERFF Status: Closed
State Tr Num: 40167

Sub-TOI: A02.1I.002 Flexible Premium
Co Tr Num: ENDIRA.08-REV, ET AL
State Status: Approved-Closed

Filing Type: Form
Co Status:
Reviewer(s): Linda Bird

Author: Michelle Moore
Disposition Date: 09/10/2008

Date Submitted: 09/04/2008
Disposition Status: Approved

Implementation Date Requested: On Approval
Implementation Date:

State Filing Description:

General Information

Project Name: ENDIRA.08-REV, et al
Project Number: ENDIRA.08-REV, et al
Requested Filing Mode:

Status of Filing in Domicile:
Date Approved in Domicile:
Domicile Status Comments: The forms are exempt from prior approval in our domicile state of Michigan per Order No. 97-010M, as reported in Michigan Insurance Bulletin No. 97-3.

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 09/10/2008
State Status Changed: 09/10/2008
Corresponding Filing Tracking Number: ENDIRA.08-REV, et al

Market Type: Individual
Group Market Size:
Group Market Type:
Deemer Date:

Filing Description:

We are filing the above-referenced forms for approval on a general use basis in your jurisdiction. The forms are new and are intended to satisfy specific requirements of the Internal Revenue Code (IRC), as amended through the Tax Relief and Health Care Act of 2006. These forms will replace their currently marketed counterparts. Form ENDIRA.08-REV will replace ENDIRA.08 approved by your department on 1/16/08, ENDROTH.08-REV will replace ENDROTH.08 approved by your Department on 1/16/08, and ENDSIMPLE.08 will replace ENDSIMPLE.03 approved by your Department on 1/7/04. Please note the forms are exempt from prior approval in our domicile state of Michigan per Order No. 97-010M, as reported in Michigan Insurance Bulletin No. 97-3. This submission contains no unusual or possibly controversial items from the standpoint of normal company or industry standards.

The forms are filed in accordance with the applicable statutes and regulations of your state and are in final print, subject only to minor variations in color, paper stock, duplexing, fonts, and positioning.

We are filing ENDIRA.08-REV, ENDROTH.08-REV, and ENDSIMPLE.08 to make additional modifications requested by the Internal Revenue Service. For your convenience, we are enclosing a “red-line” version of each endorsement showing all differences from the previously approved version.

Similar to forms ENDIRA.08, ENDROTH.08, and ENDSIMPLE.03 endorsement forms ENDIRA.08-REV, ENDROTH.08-REV, and ENDSIMPLE.08 will attach to existing individual variable annuity contract forms, which have been previously approved by your Department

Please note the base contracts to which these forms may attach are securities subject to federal regulation and must comply with the requirements of the Securities and Exchange Commission. Therefore, these forms are exempt from readability requirements as intended for use with forms subject to the Federal Jurisdiction of the Securities and Exchange Commission. Enclosed, please find state certifications and/or filing fees as required.

If you have any questions or concerns about this submission, please feel free to contact me directly at (800) 908-6008 ext. 33268. Thank you in advance for your prompt review and approval of the above-referenced forms.

Sincerely,

Michelle Moore

Senior Compliance Analyst

Company and Contact

Filing Contact Information

Michelle Moore, mamoore@jhancock.com
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Boston, MA 02210-2805 (617) 663-3150[FAX]

Filing Company Information

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

Filing Fees

Fee Required? Yes
Fee Amount: $60.00
Retaliatory? No
Fee Explanation: $20/per form filed separate from policy. $20 x 3 forms
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	$60.00	09/04/2008	22283784

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	09/10/2008	09/10/2008

Disposition

Disposition Date: 09/10/2008
Implementation Date:
Status: Approved
Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Red Line Version of Endorsements		Yes
Form	Individual Retirement Annuity Endorsement		Yes
Form	ROTH Individual Retirement Annuity Endorsement		Yes
Form	SIMPLE Individual Retirement Annuity Endorsement		Yes

Form Schedule

Lead Form Number: ENDIRA.08-REV

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ENDIRA.08-REV	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Individual Retirement Annuity Endorsement	Initial		0	endira.08-rev.pdf
	ENDROTH.08-REV	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	ROTH Individual Retirement Annuity Endorsement	Initial		0	endroth.08-rev.pdf
	ENDSIMPLE.08	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SIMPLE Individual Retirement Annuity Endorsement	Initial		0	endsimple.08.pdf

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract or Certificate to which this Endorsement is attached is amended as specified below to qualify as an Individual Retirement Annuity ("IRA") under Section 408(b) of the Internal Revenue Code of 1986, as amended (the "IRC"). All references to the Contract herein below shall mean the Certificate if this Endorsement is issued with a Certificate. Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

OWNER AND ANNUITANT

1. The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 7 of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Contract while the Owner is alive must be made to the Owner. All distributions under an Annuity Option or Annuity Income Payment Plan (referred to herein as an "Annuity Option") for a Joint and Survivor Life Annuity that are made after the Owner's death and while the Co-Annuitant is alive must be made to the Co-Annuitant.

NONTRANSFERABLE AND NONFORFEITABLE

2. The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries. The Owner's interest under the Contract is nontransferable, and except as provided by applicable federal tax law, is nonforfeitable. If the Contract contains a part titled LOAN PROVISIONS, this part of the Contract is deleted.

MAXIMUM PAYMENTS

3. A premium or Payment permitted under the Contract may not include any amounts other than a rollover contribution (as permitted by IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a nontaxable transfer from an individual retirement plan under IRC Section 7701(a)(37), a contribution made in accordance with the terms of a Simplified Employee Pension as described in IRC Section 408(k), and a contribution in cash not to exceed the amount permitted under IRC Sections 219(b) and 408(b), (or such other amount provided by applicable federal tax law). In particular, unless otherwise provided by applicable federal tax law:

   A. The total cash contributions shall not exceed $3,000 for any taxable year beginning in 2002 through 2004, $4,000 for any taxable year beginning in 2005 through 2007, and $5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(D). Such adjustments will be in multiples of $500.

   B. In the case of an individual who is 50 or older, the annual cash contribution limit is increased by $500 for any taxable year beginning in 2002 through 2005, and $1,000 for any taxable year beginning in 2006 and years thereafter.

   C. In addition to the amounts described in paragraphs A and B above, an individual may make a repayment of a qualified reservist distribution described in IRC section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

   D. In addition to the amounts described in paragraphs A and C above, an individual who was a participant in a IRC section 401(k) plan of a certain employer in bankruptcy described in IRC section 219(b)(5)(C) may contribute up to $ 3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph D may not also make contributions under paragraph B.

No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an individual retirement account under IRC Section 408(a) or an individual retirement annuity under IRC Section 408(b) used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

REQUIRED DISTRIBUTIONS GENERALLY

4. Notwithstanding any provision of the Contract to the contrary, the distribution of the Owner's interest in the Contract shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under paragraph (f) of Section 7 of this Endorsement) must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than Section 6 and paragraphs (a) through (g) of Section 7 of this Endorsement.

REQUIRED BEGINNING DATE

5. As used in this Endorsement, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such later date provided by applicable federal tax law.

DISTRIBUTIONS DURING OWNER'S LIFE

6. (a) Unless otherwise permitted under applicable federal tax law, the Owner's entire interest will commence to be distributed no later than the required beginning date over (i) the life of the Owner or the lives of the Owner and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period certain not extending beyond the life expectancy of the Owner, or joint life and last survivor expectancy of the Owner and his or her designated beneficiary.

(b) If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic payments at intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

(c) The distribution periods described in paragraph (a) above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

(d) If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

DISTRIBUTIONS AFTER OWNER'S DEATH

7. (a) If an Owner dies on or after required distributions commence, the remaining portion of his or her interest in the Contract, if any, will be distributed at least as rapidly as under the Annuity Option chosen.

(b) If the Owner dies before required distributions commence, his or her entire interest in the Contract will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with paragraph (b)(3) below.

(2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life, or over the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's

remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraphs (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined by using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for such subsequent year.

If benefits under the Contract are payable in accordance with an Annuity Option provided under the Contract, life expectancy shall not be recalculated.

(c) Except as provided in paragraphs (d), (i), and (j), an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to paragraph (b) or December 31 of the calendar year containing the fifth anniversary of the Owner's death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(d) Except as provided in paragraphs (i) and (j), and notwithstanding any other paragraphs of this section 7, if the Owner dies and the sole designated beneficiary is the Owner's surviving spouse, the spouse may irrevocably elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a rollover from the Contract or fails to take required distributions as a beneficiary.

(e) Except as provided in paragraphs (i) and (j), an irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(f) Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.

(g) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(h) If the Contract contains a section entitled "Death Benefit Before Maturity Date", (1) the provision entitled "Death of Annuitant" under such section is deleted; and (2) in the "Death of Owner" provision, the distribution requirements of provisions "(a)", "(d)", and "(e)" are deleted. If, after the Owner's death, the designated beneficiary dies, no additional Death Benefit is payable.

(i) Notwithstanding the preceding paragraphs of this Section 7, if the terms of the Contract so provide, the Owner may elect the method by which distributions are to be made after his or her death, provided that any such distributions must satisfy the applicable requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder. The method of distribution elected by the Owner shall be binding on the designated beneficiary or beneficiaries (including a spouse designated beneficiary).

(j) Notwithstanding the preceding paragraphs of this Section 7, if the Contract is an immediate annuity contract and the Owner dies prior to the First Payment Date, that date may not be changed, and any remaining interest will be distributed under the Annuity Option chosen, as amended, if necessary, to meet the requirements of IRC Sections 401(a)(9) and 408(b)(3).

ANNUITY OPTIONS

8. (a) All Annuity Options under the Contract must meet the requirements of IRC Sections 401(a)(9) and 408(b)(3). The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

(b) Subject to paragraph (a), only a Life Annuity or Joint and Survivor Annuity offered under the Contract may be selected unless we consent to the use of an additional Annuity Option. Under a Joint and Survivor Annuity, the designated Co-Annuitant must be the Owner's spouse.

IRC SECTION 72(S)

9. All references in the Contract to IRC Section 72(s) are deleted.

ANNUAL REPORTS

10. We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

AMENDMENT OF THIS ENDORSEMENT

11. We reserve the right to make any amendments to this Endorsement as may be necessary to comply with the applicable provisions of the IRC and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of the amended Endorsement. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

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

[Emanuel Alves]

Secretary

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract or Certificate to which this Endorsement is attached is amended as specified below to qualify as a Roth IRA under Section 408A of the Internal Revenue Code of 1986, as amended (the "IRC"). All references to the Contract herein below shall mean the Certificate if the Endorsement is issued with a Certificate. Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

OWNER AND ANNUITANT

1. The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 6 of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Contract while the Owner is alive must be made to the Owner. All distributions under an Annuity Option or Annuity Income Payment Plan (referred to herein as an "Annuity Option") for a Joint and Survivor Life Annuity that are made after the Owner's death and while the Co-Annuitant is alive must be made to the Co-Annuitant.

NONTRANSFERABLE AND NONFORFEITABLE

2. The Contract is established for the exclusive benefit of the Owner or his or her Beneficiaries. The Owner's interest under the Contract is nontransferable, and except as provided by applicable federal tax law, is nonforfeitable. If the Contract contains a part titled LOAN PROVISIONS, this part of the Contract is deleted.

MAXIMUM PAYMENTS

3. (a) Except in the case of a "qualified rollover contribution," a "recharacterization" (defined in (f) below), or a nontaxable transfer from another Roth IRA, no premium or Payment otherwise permitted under the Contract (referred to herein as a "Payment") will be accepted unless it is in cash and the total of such payments to all the Owner's Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in paragraph (b) below) or the Owner's compensation for that taxable year. The Payment described in the preceding sentence is hereinafter referred to as a "regular Payment". However, notwithstanding the dollar limits on contributions, an individual may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later. A "qualified rollover contribution" is a rollover contribution of a distribution from an IRA that meets the requirements of IRC Section 408(d)(3), except the one-rollover-per-year rule of IRC section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code section 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Code section 402(c)(8)(B). Payments may be limited under paragraphs (c) through (e) below.

   (b) Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined under (i) or (ii) below:

      (i) If the Owner is under age 50, the Applicable Amount is $3,000 for any taxable year beginning in 2002 through 2004, $4,000 for any taxable year beginning in 2005 through 2007, and $5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the $5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of $500.

      (ii) If the Owner is 50 or older, the Applicable Amount under paragraph (i) above is increased by $500 for any taxable year beginning in 2002 through 2005 and by $1,000 for any taxable year beginning in 2006 and years thereafter.

      (iii) If the Owner was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by $3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).

(c) If (i) and/or (ii) below apply, the maximum regular Payment that can be made to all of the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

(i) The maximum regular Payment limit is gradually reduced to $0 between certain levels of modified adjusted gross income ("modified AGI," as defined in (g) below). For an Owner who is single or is a head of household, the maximum annual regular Payment is phased out between modified AGI of $95,000 and $110,000; for an Owner who is married filing a joint return or is a qualifying widow(er), between modified AGI of $150,000 and $160,000; and for an Owner who is married filing a separate return, between modified AGI of $0 and $10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular Payment determined for that taxable year is rounded up to the next multiple of $10 and is not reduced below $200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of $1,000.

(ii) If the Owner makes regular Payments to both Roth and nonRoth IRAs for a taxable year, the maximum regular Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Payments made to the Owner's nonRoth IRAs for the taxable year.

(d) A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth Account cannot be made to this IRA if, for the year the amount is distributed from the other plan, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of $100,000, or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of $100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for the taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this paragraph (d) do not apply to qualified rollover contributions.

(e) No Payment will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). Also, no transfer or rollover of funds attributable to Payments made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan

(f) A regular Payment to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the federal income tax regulations as a regular Payment to this IRA, subject to the limits in (c) above.

(g) For purposes of (c) and (d) above, an individual's modified AGI for a taxable year is defined in IRC Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").

(h) For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in IRC Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, IRC Section 401(c)(2) shall be applied as if the term trade or business for purposes of IRC Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under IRC Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of IRC Section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.

REQUIRED DISTRIBUTIONS GENERALLY

4. Notwithstanding any provision of the Contract to the contrary, the distribution of the Owner's interest in this Roth IRA shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3), as modified by IRC Section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under paragraph (b) of Section 6 of this Endorsement) must satisfy the requirements of IRC Section 408(a)(6), as modified by IRC Section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (a) through (f) of Section 6 below.

DISTRIBUTIONS DURING OWNER'S LIFE

5. No amount is required to be distributed prior to the death of the Owner.

DISTRIBUTIONS AFTER OWNER'S DEATH

6. (a) Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with paragraph (a)(3) below.

(2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later) over such spouse's life, or over the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (a)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the surviving spouse or, if elected, will be distributed in accordance with paragraph (a)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.

(3) If there is no designated beneficiary or, if applicable, by operation of paragraph (a)(1) or (a)(2) above, the entire interest shall be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (a)(2) above).

(4) Life expectancy is determined by using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraphs (a)(1) or (2) above and reduced by 1 for such subsequent year.

If benefits under the Contract are payable in accordance with an Annuity Option provided under the Contract, life expectancy shall not be recalculated.

(b) Unless otherwise provided under applicable federal tax law, the “interest” in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and –8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable bases (except for acceleration), the “interest” in the Contract includes the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.

(c) For purposes of paragraphs (a)(2) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(d) Except as otherwise provided in paragraphs (h) and (i), and notwithstanding any other paragraph of this Section 6, if the Owner dies and the sole designated beneficiary is the Owner’s surviving spouse, the spouse may elect to treat the Contract as his or her Roth IRA. This election will be deemed to have been made if such surviving spouse makes a rollover from the Contract or fails to take required distributions as a beneficiary.

(e) Except as provided in paragraphs (d), (h), and (i), an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to paragraph (a) or December 31 of the calendar year containing the fifth anniversary of the Owner’s death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner’s death.

(f) Except as provided in paragraphs (h) and (i), an irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner’s death.

(g) If the Contract contains a section entitled “Death Benefit Before Maturity Date”, (1) the provision entitled “Death of Annuitant” under such section is deleted; and (2) in the “Death of Owner” provision, the distribution requirements of provisions “(a)”, “(d)”, and “(e)” are deleted. If, after the Owner’s death, the designated beneficiary dies, no additional Death Benefit is payable.

(h) Notwithstanding the preceding paragraphs of this Section 6, if the terms of the Contract so provide, the Owner may elect the method by which distributions are to be made after his or her death, provided that any such distributions must satisfy the applicable requirements of IRC Sections 401(a)(9) and 408(b)(3), as modified by IRC Section 408A(c)(5), and the regulations thereunder. The method of distribution elected by the Owner shall be binding on the designated beneficiary or beneficiaries (including a spouse designated beneficiary).

(i) Notwithstanding the preceding paragraphs of this Section 7, if the Contract is an immediate annuity contract and the Owner dies prior to the First Payment Date, that date may not be changed, and any remaining interest will be distributed under the Annuity Option chosen, as amended, if necessary, to meet the requirements of IRC Sections 401(a)(9) and 408(b)(3).

ANNUITY OPTIONS

7. All Annuity Options under the Contract must meet the requirements applicable to Roth IRAs under the IRC and applicable federal income tax regulations. The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements.

IRC SECTION 72(s)

8. All references in the Contract to IRC Section 72(s) are deleted.

ANNUAL REPORTS

9. We will furnish annual calendar year reports concerning the status of the Contract and such information concerned required minimum distribution as is prescribed by the Commissioner of Internal Revenue.

AMENDMENT OF THIS ENDORSEMENT

10. We reserve the right to make any amendments to this Endorsement as may be necessary to comply with the applicable provisions of the IRC and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of the amended Endorsement. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

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

[ ]

Secretary

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract or Certificate to which this Endorsement is attached is amended as specified below to qualify as a simple retirement annuity under Section 408(p) of the Internal Revenue Code of 1986, as amended ("IRC"). All references to the Contract herein below shall mean the Certificate if this Endorsement is issued with a Certificate. **We are not a designated financial institution within the meaning of IRC Section 408(p)(7).** Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

OWNER AND ANNUITANT

1. The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 7 of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Contract while the Owner is alive must be made to the Owner. All distributions under an Annuity Option or Annuity Income Payment Plan (referred to herein as an "Annuity Option") for a Joint and Survivor Life Annuity that are made after the Owner's death and while the Co-Annuitant is alive must be made to the Co-Annuitant.

NONFORFEITABLE AND NONTRANSFERABLE

2. The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries. The Owner's interest under the Contract is nontransferable, and except as provided by applicable federal tax law, is nonforfeitable. If the Contract contains a part titled LOAN PROVISIONS, this part of the Contract is deleted.

MAXIMUM PAYMENTS

3. This Contract will accept only:

   (a) a cash contribution made by an employer on behalf of the Owner under a SIMPLE IRA plan that meets the requirements of IRC Section 408(p) of the Internal Revenue Code, and

   (b) a rollover contribution or a transfer of assets from another SIMPLE IRA of the Owner.

   No other premium or Payment will be accepted.

REQUIRED DISTRIBUTIONS GENERALLY

4. Notwithstanding any provision of this Contract to the contrary, the distribution of the Owner's interest in the Contract shall be made in accordance with the requirements of IRC Section 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under paragraph (f) of Section 7) must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than Section 6 and paragraphs (a) through (g) of Section 7 of this Endorsement.

REQUIRED BEGINNING DATE

5. As used in this Endorsement, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such later date provided by applicable federal tax law.

DISTRIBUTIONS DURING OWNER'S LIFE

6. (a) Unless otherwise permitted under applicable federal tax law, the Owner's entire interest will commence to be distributed no later than the required beginning date over (i) the life of the Owner or the lives of the Owner and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period certain not extending beyond the life expectancy of the Owner, or joint life and last survivor expectancy of the Owner and his or her designated beneficiary.

(b) If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic payments at intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

(c) The distribution periods described in paragraph (a) above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

(d) If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

DISTRIBUTIONS AFTER OWNER'S DEATH

7. (a) If an Owner dies on or after required distributions commence, the remaining portion of his or her interest in the Contract, if any, will be distributed at least as rapidly as under the Annuity Option chosen.

(b) If the Owner dies before required distributions commence, his or her entire interest in the Contract will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with paragraph (b)(3) below.

(2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life, or over the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraphs (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined by using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for such subsequent year.

If benefits under the Contract are payable in accordance with an Annuity Option provided under the Contract, life expectancy shall not be recalculated.

(c) Except as provided in paragraphs (d), (i), and (j), an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to paragraph (b) or December 31 of the calendar year containing the fifth anniversary of the Owner's death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(d) Except as provided in paragraphs (i) and (j), and notwithstanding the other paragraphs of this Section 7, if the Owner dies and the sole designated beneficiary is the Owner's surviving spouse, the spouse may irrevocably elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a rollover from the Contract or fails to take required distributions as a beneficiary.

(e) Except as provided in paragraphs (i) and (j), an irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(f) Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.

(g) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(h) If the Contract contains a section entitled "Death Benefit Before Maturity Date", (1) the provision entitled "Death of Annuitant" under such section is deleted; and (2) in the "Death of Owner" provision, the distribution requirements of provisions "(a)", "(d)", and "(e)" are deleted. If, after the Owner's death, the designated beneficiary dies, no additional Death Benefit is payable.

(i) Notwithstanding the preceding paragraphs of this Section 7, if the terms of the Contract so provide, the Owner may elect the method by which distributions are to be made after his or her death, provided that any such distributions must satisfy the applicable requirements of IRC Section 401(a)(9) and the regulations thereunder. The method of distribution elected by the Owner shall be binding on the designated beneficiary or beneficiaries (including a spouse designated beneficiary).

(j) Notwithstanding the preceding paragraphs of this Section 7, if the Contract is an immediate annuity contract and the Owner dies prior to the First Payment Date, that date may not be changed, and any remaining interest will be distributed under the Annuity Option chosen, as amended, if necessary, to meet the requirements of IRC Sections 401(a)(9) and 408(b)(3).

ANNUITY OPTIONS

8. (a) All Annuity Options under the Contract must meet the requirements of IRC Sections 401(a)(9) and 408(b)(3). The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

(b) Subject to paragraph (a), only a Life Annuity or Joint and Survivor Annuity offered under the Contract may be selected unless we consent to the use of an additional Annuity Option. Under a Joint and Survivor Annuity, the designated Co-Annuitant must be the Owner's spouse.

RESTRICTION ON ROLLOVERS AND TRANSFERS WITHIN TWO YEARS

9. Prior to the expiration of the 2-year period beginning on the date the Owner first participated in any SIMPLE IRA plan maintained by the Owner's employer, any rollover or transfer by the Owner of funds from this Contract must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this 2-year period may be subject to a 25 percent additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this 2-year period, the Owner may rollover or transfer funds to any IRA of the Owner that is qualified under IRC Section 408(a), (b) or (p), or to another eligible retirement plan described in IRC Section 402(c)(8)(B).

IRC SECTION 72(s)

10. All references in the Contract to IRC Section 72(s) are deleted.

ANNUAL REPORTS AND SUMMARY DESCRIPTIONS

11. We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distribution as is prescribed by the Commissioner of Internal Revenue.

If contributions made on behalf of the Owner under a SIMPLE IRA plan maintained by the Owner's employer are received directly by us from the employer, we will provide the employer with the summary description required by IRC Section 408(1)(2)(B).

AMENDMENT OF THIS ENDORSEMENT

12. We reserve the right to make any amendments to this Endorsement as may be necessary to comply with the applicable provisions of the IRC and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of the amended Endorsement. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

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

[Emanuel Alves]
Secretary

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 08/15/2008

Comments:

Attachment:

AR - Certification.pdf

Review Status:

Satisfied -Name: Red Line Version of Endorsements 09/04/2008

Comments:

Attachments:

endira.08-rev(red line version).pdf

endroth.08-rev(red line version).pdf

endsimple.08(red line version).pdf

ARKANSAS CERTIFICATION

John Hancock Life Insurance Company (U.S.A.)
Form Number(s): ENDIRA.08-REV, ENDROTH.08-REV, ENDSIMPLE.08

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

1. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 19;

2. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 49;

3. Said forms are exempt from ACA 23-80-206 (Flesch) due to the fact that such forms are securities, subject to federal regulations and must comply with requirements of the Securities and Exchange Commission.

4. Said form conforms in all aspects to the provisions of ACA 23-79-138 (Consumer Information Notice). *NA for this rider filing. The required Consumer Information Notice is attached to the previously-approved base contracts with which these Endorsements will be issued.*

5. Said form contains no provision or provisions previously disapproved or called to our attention by the Insurance Department of Arkansas, except as follows: NONE

A M Feta

Vice President – U.S.Annuities

Signed at:__Boston, Massachusetts____

Date:__9/4/08__________________________

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract or Certificate to which this Endorsement is attached is amended as specified below to qualify as an Individual Retirement Annuity ("IRA") under Section 408(b) of the Internal Revenue Code of 1986, as amended (the "IRC"). All references to the Contract herein below shall mean the Certificate if this Endorsement is issued with a Certificate. Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

OWNER AND ANNUITANT

1. The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 7 of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Contract while the Owner is alive must be made to the Owner. All distributions under an Annuity Option or Annuity Income Payment Plan (referred to herein as an "Annuity Option") for a Joint and Survivor Life Annuity that are made after the Owner's death and while the Co-Annuitant is alive must be made to the Co-Annuitant.

NONTRANSFERABLE AND NONFORFEITABLE

2. The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries. The Owner's interest under the Contract is nontransferable, and except as provided by applicable federal tax law, is nonforfeitable. If the Contract contains a part titled LOAN PROVISIONS, this part of the Contract is deleted.

MAXIMUM PAYMENTS

3. A premium or Payment permitted under the Contract may not include any amounts other than a rollover contribution (as permitted by IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a nontaxable transfer from an individual retirement plan under IRC Section 7701(a)(37), a contribution made in accordance with the terms of a Simplified Employee Pension as described in IRC Section 408(k), and a contribution in cash not to exceed the amount permitted under IRC Sections 219(b) and 408(b), (or such other amount provided by applicable federal tax law). In particular, unless otherwise provided by applicable federal tax law:

   A. The total cash contributions shall not exceed $3,000 for any taxable year beginning in 2002 through 2004, $4,000 for any taxable year beginning in 2005 through 2007, and $5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(D). Such adjustments will be in multiples of $500.

   B. In the case of an individual who is 50 or older, the annual cash contribution limit is increased by $500 for any taxable year beginning in 2002 through 2005, and $1,000 for any taxable year beginning in 2006 and years thereafter.

   C. In addition to the amounts described in paragraphs A and B above, an individual may make a repayment of a qualified reservist distribution described in IRC section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

   D. In addition to the amounts described in paragraphs A and C above, an individual who was a participant in a IRC section 401(k) plan of a certain employer in bankruptcy described in IRC section 219(b)(5)(C) may contribute up to $ 3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph D may not also make contributions under paragraph B.

No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an individual retirement account under IRC Section 408(a) or an individual retirement annuity under IRC Section 408(b) used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

REQUIRED DISTRIBUTIONS GENERALLY

4. Notwithstanding any provision of the Contract to the contrary, the distribution of the Owner's interest in the Contract shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under paragraph (f) of Section 7 of this Endorsement) must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than Section 6 and paragraphs (a) through (g) of Section 7 of this Endorsement.

REQUIRED BEGINNING DATE

5. As used in this Endorsement, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such later date provided by applicable federal tax law.

DISTRIBUTIONS DURING OWNER'S LIFE

6. (a) Unless otherwise permitted under applicable federal tax law, the Owner's entire interest will commence to be distributed no later than the required beginning date over (i) the life of the Owner or the lives of the Owner and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period certain not extending beyond the life expectancy of the Owner, or joint life and last survivor expectancy of the Owner and his or her designated beneficiary.

(b) If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic payments at intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

(c) The distribution periods described in paragraph (a) above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

(d) If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

DISTRIBUTIONS AFTER OWNER'S DEATH

7. (a) If an Owner dies on or after required distributions commence, the remaining portion of his or her interest in the Contract, if any, will be distributed at least as rapidly as under the Annuity Option chosen.

(b) If the Owner dies before required distributions commence, his or her entire interest in the Contract will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with paragraph (b)(3) below.

(2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life, or over the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's

remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraphs (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined by using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for such subsequent year.

If benefits under the Contract are payable in accordance with an Annuity Option provided under the Contract, life expectancy shall not be recalculated.

(c) Except as provided in paragraphs (d), (i), and (j), an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to paragraph (b) or December 31 of the calendar year containing the fifth anniversary of the Owner's death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(d) Except as provided in paragraphs (i) and (j), and notwithstanding any other paragraphs of this section 7, if the Owner dies and the sole designated beneficiary is the Owner's surviving spouse, the spouse may irrevocably elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a rollover from the Contract or fails to take required distributions as a beneficiary.

Deleted: prior to the Maturity Date or the First Payment Date, whichever is applicable,

(e) Except as provided in paragraphs (i) and (j), an irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(f) Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.

(g) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(h) If the Contract contains a section entitled "Death Benefit Before Maturity Date", (1) the provision entitled "Death of Annuitant" under such section is deleted; and (2) in the "Death of Owner" provision, the distribution requirements of provisions "(a)", "(d)", and "(e)" are deleted. If, after the Owner's death, the designated beneficiary dies, no additional Death Benefit is payable.

Deleted: before the Maturity Date

(i) Notwithstanding the preceding paragraphs of this Section 7, if the terms of the Contract so provide, the Owner may elect the method by which distributions are to be made after his or her death, provided that any such distributions must satisfy the applicable requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder. The method of distribution elected by the Owner shall be binding on the designated beneficiary or beneficiaries (including a spouse designated beneficiary).

(j) Notwithstanding the preceding paragraphs of this Section 7, if the Contract is an immediate annuity contract and the Owner dies prior to the First Payment Date, that date may not be changed, and any remaining interest will be distributed under the Annuity Option chosen, as amended, if necessary, to meet the requirements of IRC Sections 401(a)(9) and 408(b)(3).

ANNUITY OPTIONS

8. (a) All Annuity Options under the Contract must meet the requirements of IRC Sections 401(a)(9) and 408(b)(3). The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

(b) Subject to paragraph (a), only a Life Annuity or Joint and Survivor Annuity offered under the Contract may be selected unless we consent to the use of an additional Annuity Option. Under a Joint and Survivor Annuity, the designated Co-Annuitant must be the Owner's spouse.

IRC SECTION 72(S)

9. All references in the Contract to IRC Section 72(s) are deleted.

ANNUAL REPORTS

10. We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

AMENDMENT OF THIS ENDORSEMENT

11. We reserve the right to make any amendments to this Endorsement as may be necessary to comply with the applicable provisions of the IRC and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of the amended Endorsement. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

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

[ ]

Secretary

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract or Certificate to which this Endorsement is attached is amended as specified below to qualify as a Roth IRA under Section 408A of the Internal Revenue Code of 1986, as amended (the "IRC"). All references to the Contract herein below shall mean the Certificate if the Endorsement is issued with a Certificate. Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

OWNER AND ANNUITANT

1. The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 6 of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Contract while the Owner is alive must be made to the Owner. All distributions under an Annuity Option or Annuity Income Payment Plan (referred to herein as an "Annuity Option") for a Joint and Survivor Life Annuity that are made after the Owner's death and while the Co-Annuitant is alive must be made to the Co-Annuitant.

NONTRANSFERABLE AND NONFORFEITABLE

2. The Contract is established for the exclusive benefit of the Owner or his or her Beneficiaries. The Owner's interest under the Contract is nontransferable, and except as provided by applicable federal tax law, is nonforfeitable. If the Contract contains a part titled LOAN PROVISIONS, this part of the Contract is deleted.

MAXIMUM PAYMENTS

3. (a) Except in the case of a "qualified rollover contribution," a "recharacterization" (defined in (f) below), or a nontaxable transfer from another Roth IRA, no premium or Payment otherwise permitted under the Contract (referred to herein as a "Payment") will be accepted unless it is in cash and the total of such payments to all the Owner's Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in paragraph (b) below) or the Owner's compensation for that taxable year. The Payment described in the preceding sentence is hereinafter referred to as a "regular Payment". However, notwithstanding the dollar limits on contributions, an individual may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later. A "qualified rollover contribution" is a rollover contribution of a distribution from an IRA that meets the requirements of IRC Section 408(d)(3), except the one-rollover-per-year rule of IRC section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code section 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Code section 402(c)(8)(B). Payments may be limited under paragraphs (c) through (e) below.

   (b) Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined under (i) or (ii) below:

      (i) If the Owner is under age 50, the Applicable Amount is $3,000 for any taxable year beginning in 2002 through 2004, $4,000 for any taxable year beginning in 2005 through 2007, and $5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the $5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of $500.

      (ii) If the Owner is 50 or older, the Applicable Amount under paragraph (i) above is increased by $500 for any taxable year beginning in 2002 through 2005 and by $1,000 for any taxable year beginning in 2006 and years thereafter.

      (iii) If the Owner was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by $3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).

(c) If (i) and/or (ii) below apply, the maximum regular Payment that can be made to all of the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

(i) The maximum regular Payment limit is gradually reduced to $0 between certain levels of modified adjusted gross income ("modified AGI," as defined in (g) below). For an Owner who is single or is a head of household, the maximum annual regular Payment is phased out between modified AGI of $95,000 and $110,000; for an Owner who is married filing a joint return or is a qualifying widow(er), between modified AGI of $150,000 and $160,000; and for an Owner who is married filing a separate return, between modified AGI of $0 and $10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular Payment determined for that taxable year is rounded up to the next multiple of $10 and is not reduced below $200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of $1,000.

(ii) If the Owner makes regular Payments to both Roth and nonRoth IRAs for a taxable year, the maximum regular Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Payments made to the Owner's nonRoth IRAs for the taxable year.

(d) A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth Account cannot be made to this IRA if, for the year the amount is distributed from the other plan, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of $100,000, or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of $100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for the taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this paragraph (d) do not apply to qualified rollover contributions.

(e) No Payment will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). Also, no transfer or rollover of funds attributable to Payments made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan

(f) A regular Payment to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the federal income tax regulations as a regular Payment to this IRA, subject to the limits in (c) above.

(g) For purposes of (c) and (d) above, an individual's modified AGI for a taxable year is defined in IRC Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").

(h) For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in IRC Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, IRC Section 401(c)(2) shall be applied as if the term trade or business for purposes of IRC Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under IRC Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of IRC Section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.

REQUIRED DISTRIBUTIONS GENERALLY

4. Notwithstanding any provision of the Contract to the contrary, the distribution of the Owner's interest in this Roth IRA shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3), as modified by IRC Section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under paragraph (b) of Section 6 of this Endorsement) must satisfy the requirements of IRC Section 408(a)(6), as modified by IRC Section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (a) through (f) of Section 6 below.

DISTRIBUTIONS DURING OWNER'S LIFE

5. No amount is required to be distributed prior to the death of the Owner.

DISTRIBUTIONS AFTER OWNER'S DEATH

6. (a) Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with paragraph (a)(3) below.

(2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later) over such spouse's life, or over the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (a)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the surviving spouse or, if elected, will be distributed in accordance with paragraph (a)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.

(3) If there is no designated beneficiary or, if applicable, by operation of paragraph (a)(1) or (a)(2) above, the entire interest shall be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (a)(2) above).

(4) Life expectancy is determined by using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraphs (a)(1) or (2) above and reduced by 1 for such subsequent year.

If benefits under the Contract are payable in accordance with an Annuity Option provided under the Contract, life expectancy shall not be recalculated.

(b) Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and –8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable bases (except for acceleration), the "interest" in the Contract includes the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.

(c) For purposes of paragraphs (a)(2) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(d) Except as otherwise provided in paragraphs (h) and (i), and notwithstanding any other paragraph of this Section 6, if the Owner dies and the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Contract as his or her Roth IRA. This election will be deemed to have been made if such surviving spouse makes a rollover from the Contract or fails to take required distributions as a beneficiary.

Deleted: prior to the Maturity Date

(e) Except as provided in paragraphs (d), (h), and (i), an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to paragraph (a) or December 31 of the calendar year containing the fifth anniversary of the Owner's death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(f) Except as provided in paragraphs (h) and (i), an irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(g) If the Contract contains a section entitled "Death Benefit Before Maturity Date", (1) the provision entitled "Death of Annuitant" under such section is deleted; and (2) in the "Death of Owner" provision, the distribution requirements of provisions "(a)", "(d)", and "(e)" are deleted. If, after the Owner's death, the designated beneficiary dies, no additional Death Benefit is payable.

Deleted: before the Maturity Date

(h) Notwithstanding the preceding paragraphs of this Section 6, if the terms of the Contract so provide, the Owner may elect the method by which distributions are to be made after his or her death, provided that any such distributions must satisfy the applicable requirements of IRC Sections 401(a)(9) and 408(b)(3), as modified by IRC Section 408A(c)(5), and the regulations thereunder. The method of distribution elected by the Owner shall be binding on the designated beneficiary or beneficiaries (including a spouse designated beneficiary).

(i) Notwithstanding the preceding paragraphs of this Section 7, if the Contract is an immediate annuity contract and the Owner dies prior to the First Payment Date, that date may not be changed, and any remaining interest will be distributed under the Annuity Option chosen, as amended, if necessary, to meet the requirements of IRC Sections 401(a)(9) and 408(b)(3).

ANNUITY OPTIONS

7. All Annuity Options under the Contract must meet the requirements applicable to Roth IRAs under the IRC and applicable federal income tax regulations. The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements.

IRC SECTION 72(s)

8. All references in the Contract to IRC Section 72(s) are deleted.

ANNUAL REPORTS

9. We will furnish annual calendar year reports concerning the status of the Contract and such information concerned required minimum distribution as is prescribed by the Commissioner of Internal Revenue.

AMENDMENT OF THIS ENDORSEMENT

10. We reserve the right to make any amendments to this Endorsement as may be necessary to comply with the applicable provisions of the IRC and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of the amended Endorsement. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

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

[ ]

Secretary

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract or Certificate to which this Endorsement is attached is amended as specified below to qualify as a simple retirement annuity under Section 408(p) of the Internal Revenue Code of 1986, as amended ("IRC"). All references to the Contract herein below shall mean the Certificate if this Endorsement is issued with a Certificate. **We are not a designated financial institution within the meaning of IRC Section 408(p)(7).** Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

OWNER AND ANNUITANT

1. The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 7 of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Contract while the Owner is alive must be made to the Owner. All distributions under an Annuity Option or Annuity Income Payment Plan (referred to herein as an "Annuity Option") for a Joint and Survivor Life Annuity that are made after the Owner's death and while the Co-Annuitant is alive must be made to the Co-Annuitant.

NONFORFEITABLE AND NONTRANSFERABLE

2. The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries. The Owner's interest under the Contract is nontransferable, and except as provided by applicable federal tax law, is nonforfeitable. If the Contract contains a part titled LOAN PROVISIONS, this part of the Contract is deleted.

MAXIMUM PAYMENTS

3. This Contract will accept only:

   (a) a cash contribution made by an employer on behalf of the Owner under a SIMPLE IRA plan that meets the requirements of IRC Section 408(p) of the Internal Revenue Code, and

   (b) a rollover contribution or a transfer of assets from another SIMPLE IRA of the Owner.

   No other premium or Payment will be accepted.

REQUIRED DISTRIBUTIONS GENERALLY

4. Notwithstanding any provision of this Contract to the contrary, the distribution of the Owner's interest in the Contract shall be made in accordance with the requirements of IRC Section 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under paragraph (f) of Section 7) must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than Section 6 and paragraphs (a) through (g) of Section 7 of this Endorsement.

REQUIRED BEGINNING DATE

5. As used in this Endorsement, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such later date provided by applicable federal tax law.

DISTRIBUTIONS DURING OWNER'S LIFE

6\. (a) Unless otherwise permitted under applicable federal tax law, the Owner's entire interest will commence to be distributed no later than the required beginning date over (i) the life of the Owner or the lives of the Owner and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period certain not extending beyond the life expectancy of the Owner, or joint life and last survivor expectancy of the Owner and his or her designated beneficiary.

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(b) If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic payments at intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

(c) The distribution periods described in paragraph (a) above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

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(d) If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

DISTRIBUTIONS AFTER OWNER'S DEATH

7. (a) If an Owner dies on or after required distributions commence, the remaining portion of his or her interest in the Contract, if any, will be distributed at least as rapidly as under the Annuity Option chosen.

(b) If the Owner dies before required distributions commence, his or her entire interest in the Contract will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with paragraph (b)(3) below.

(2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life, or over the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraphs (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined by using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for such subsequent year.

If benefits under the Contract are payable in accordance with an Annuity Option provided under the Contract, life expectancy shall not be recalculated.

(c) Except as provided in paragraphs (d), (i), and (j), an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to paragraph (b) or December 31 of the calendar year containing the fifth anniversary of the Owner's death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(d) Except as provided in paragraphs (i) and (j), and notwithstanding the other paragraphs of this Section 7, if the Owner dies and the sole designated beneficiary is the Owner's surviving spouse, the spouse may irrevocably elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a rollover from the Contract or fails to take required distributions as a beneficiary.

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(e) Except as provided in paragraphs (i) and (j), an irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

(f) Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.

(g) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

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(h) If the Contract contains a section entitled "Death Benefit Before Maturity Date", (1) the provision entitled "Death of Annuitant" under such section is deleted; and (2) in the "Death of Owner" provision, the distribution requirements of provisions "(a)", "(d)", and "(e)" are deleted. If, after the Owner's death, the designated beneficiary dies, no additional Death Benefit is payable.

Deleted: before the Maturity Date

(i) Notwithstanding the preceding paragraphs of this Section 7, if the terms of the Contract so provide, the Owner may elect the method by which distributions are to be made after his or her death, provided that any such distributions must satisfy the applicable requirements of IRC Section 401(a)(9) and the regulations thereunder. The method of distribution elected by the Owner shall be binding on the designated beneficiary or beneficiaries (including a spouse designated beneficiary).

(j) Notwithstanding the preceding paragraphs of this Section 7, if the Contract is an immediate annuity contract and the Owner dies prior to the First Payment Date, that date may not be changed, and any remaining interest will be distributed under the Annuity Option chosen, as amended, if necessary, to meet the requirements of IRC Sections 401(a)(9) and 408(b)(3).

ANNUITY OPTIONS

8. (a) All Annuity Options under the Contract must meet the requirements of IRC Sections 401(a)(9) and 408(b)(3). The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

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(b) Subject to paragraph (a), only a Life Annuity or Joint and Survivor Annuity offered under the Contract may be selected unless we consent to the use of an additional Annuity Option. Under a Joint and Survivor Annuity, the designated Co-Annuitant must be the Owner's spouse.

RESTRICTION ON ROLLOVERS AND TRANSFERS WITHIN TWO YEARS

9. Prior to the expiration of the 2-year period beginning on the date the Owner first participated in any SIMPLE IRA plan maintained by the Owner's employer, any rollover or transfer by the Owner of funds from this Contract must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this 2-year period may be subject to a 25 percent additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this 2-year period, the Owner may rollover or transfer funds to any IRA of the Owner that is qualified under IRC Section 408(a), (b) or (p), or to another eligible retirement plan described in IRC Section 402(c)(8)(B).

IRC SECTION 72(s)

10. All references in the Contract to IRC Section 72(s) are deleted.

ANNUAL REPORTS AND SUMMARY DESCRIPTIONS

11. We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distribution as is prescribed by the Commissioner of Internal Revenue.

If contributions made on behalf of the Owner under a SIMPLE IRA plan maintained by the Owner's employer are received directly by us from the employer, we will provide the employer with the summary description required by IRC Section 408(1)(2)(B).

AMENDMENT OF THIS ENDORSEMENT

12. We reserve the right to make any amendments to this Endorsement as may be necessary to comply with the applicable provisions of the IRC and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of the amended Endorsement. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

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

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Secretary

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