

SERFF Tracking Number: MALF-126004851 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 41929
Company Tracking Number: ENDA403B.09, ET AL
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: ENDA403B.09, ET AL
Project Name/Number: ENDA403B.09, ET AL/ENDA403B.09, ET AL

Filing at a Glance

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

Product Name: ENDA403B.09, ET AL SERFF Tr Num: MALF-126004851 State: ArkansasLH

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 41929

Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: ENDA403B.09, ET AL State Status: Approved-Closed

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

Author: Michelle Moore Disposition Date: 02/03/2009

Date Submitted: 01/28/2009 Disposition Status: Approved

Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: ENDA403B.09, ET AL

Project Number: ENDA403B.09, ET AL

Requested Filing Mode: Review & Approval

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments: 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.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 02/03/2009

State Status Changed: 02/03/2009

Corresponding Filing Tracking Number: ENDA403B.09, 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 address recent changes in Federal tax law relative to sections 403(b) of the Internal Revenue Code which are effective January 1, 2009. The text within these forms has been prescribed by the Internal Revenue Code

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("IRC"). 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.

Endorsement form ENDA403B.09 will attach to existing in-force Tax Sheltered Variable Annuity contract forms which have been previously approved by your Department. Endorsement Form ENDB403B.09 will attach to the new issues of previously approved Tax Sheltered Variable Annuity contract forms. Sections of the endorsement that cover plan documents, transfers, withdrawals, and distributions will bring us into compliance with the recent 403(b) changes.

The base variable annuity 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.

All necessary filing requirements are enclosed. Your immediate attention to this submission is appreciated.

Company and Contact

Filing Contact Information

Michelle Moore, mamooore@jhancock.com
601 Congress St. (617) 663-3268 [Phone]
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

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Filing Fees

Fee Required? Yes
Fee Amount: \$40.00
Retaliatory? No
Fee Explanation: \$20.00 per form X 2 forms
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$40.00	01/28/2009	25335432

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	02/03/2009	02/03/2009

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Disposition

Disposition Date: 02/03/2009

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certification		Yes
Form	Tax Sheltered Annuity Endorsement		Yes
Form	Tax Sheltered Annuity Endorsement		Yes

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Form Schedule

Lead Form Number: ENDA403B.09, ET AL

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ENDA403B.09	Policy/Cont	Tax Sheltered ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	ENDA403B-09.pdf
	ENDB403B.09	Policy/Cont	Tax Sheltered ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	ENDB403B-09.pdf

TAX-SHELTERED ANNUITY ENDORSEMENT

The Contract or Certificate to which this Endorsement is attached is amended as specified below to qualify as a Tax-Sheltered Annuity ("TSA") under Section 403(b) of the Internal Revenue Code of 1986, as amended (hereinafter "IRC," including regulations and other applicable guidance issued thereunder). 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 either an organization described in IRC Section 403(b)(1)(A) (referred to herein as "Employer") or an employee of such an organization. If the Owner is an Employer, the term "Employee" as used in this Endorsement shall mean the individual employee for whose benefit the Employer has purchased the Contract or Certificate. If the Owner is an employee of an Employer, the term "Employee" as used in this Endorsement shall mean that individual employee. Joint ownership of the Contract is not allowed.

The Employee shall be the Annuitant. The Annuitant cannot be changed. Prior to the Maturity Date, the Co-Annuitant can be changed, but such change shall not require any distributions to be made under the Contract.

COORDINATION WITH PLAN

2. Except to the extent otherwise permitted by applicable federal income tax law, this Contract shall be maintained pursuant to the IRC Section 403(b) plan of the Employer effective January 1, 2009. The terms of the plan do not expand the terms of this Contract and do not impose responsibilities or duties on Us, other than as specified in this Endorsement. As required by IRC Section 403(b), We shall accept contributions and make distributions under the Contract only upon a determination by the Employer or its delegate that the contribution or distribution complies with applicable federal income tax law and the Employer's plan. We will not make determinations of compliance with applicable tax law or the Employer's plan unless We expressly agree in writing to do so. The Employee consents to Our sharing, and authorizes Us to share, information about the Employee and the Contract with the Employer, its delegate and other current or former providers of annuities, insurance or custodial accounts under the Employer's plan.

NONTRANSFERABLE AND NONFORFEITABLE

3. The interest of the Employee in this Contract is non-transferable within the meaning of IRC Section 401(g) and applicable regulations and, except as provided by applicable federal tax law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose to any person other than us (other than a transfer incident to a divorce or separation instrument in accordance with IRC Section 414(p)).

MAXIMUM PAYMENTS

4. Premiums or Payments permitted under the Contract (referred to herein as "Payments") must be made by an Employer, except in the case of rollover contributions as allowed under IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16)(b), [or] exchanges or transfers as allowed under Section 1.403(b)-10(b) of the Income Tax Regulations.

Payments shall not exceed the amount allowed by IRC Section 415. We will not knowingly accept Payments in excess of this limit, as determined by the Employer, and We do not intend to maintain any excess amounts in a separate account under the Contract. Payments made pursuant to a salary reduction agreement shall be limited to the extent provided in IRC Section 402(g). This Contract shall not accept designated Roth contributions.

WITHDRAWAL RESTRICTIONS

5. (a) Rollover contributions credited to a separate account and amounts attributable to after-tax employee contributions shall not be subject to Paragraph (b), (c) or (d) of Section 5 of this Endorsement.
- (b) Withdrawals and other distributions attributable to contributions made pursuant to a salary reduction agreement after December 31, 1988, and the earnings on such contributions and on amounts held as of December 31, 1988, are not maintained in a separate account. Therefore distributions shall not be paid until the later of any date under (c) or (d) of this Section 5 or the date the Employee has reached age 59½, had a severance from employment, died, become disabled (within the meaning of IRC Section 72(m)(7)) or incurred a hardship; provided, that amounts permitted to be distributed in the event of hardship shall be limited to actual salary deferral contributions (excluding earnings thereon). Salary reduction contributions in excess of the IRC Section 402(g) limit may be distributed to the Employee with allocable net income not later than April 15 of the following tax year or otherwise in accordance with Section 402(g).
- (c) Payments attributable to a nontaxable transfer from a custodial account qualifying under IRC Section 403(b)(7), and earnings on such amounts, shall not be paid or made available before the Employee dies, attains age 59½, has a severance from employment, becomes disabled (within the meaning of IRC Section 72(m)(7)) or in the case of such amounts attributable to contributions made under the custodial account pursuant to a salary reduction agreement, encounters financial hardship; provided, that such amounts permitted to be paid or made available in the event of financial hardship shall be limited to amounts attributable to actual salary deferral contributions made under the custodial account (excluding earnings thereon); and provided further that amounts may be distributed pursuant to a qualified domestic relations order to the extent permitted by IRC Section 414(p).
- (d) With respect to amounts attributable to contributions not described in Paragraph (a), (b), or (c) of this Section 5, if the Contract (if issued to the Employee) or Certificate is issued on or after January 1, 2009, distributions shall not be made prior to the earliest of the Employee's severance from employment or disability or other applicable date specified under the IRC Section 403(b) plan of the Employer.
- (e) Distributions may be made from an excess contribution account to the extent permitted by Section 1.403(b)-4(f) of the Income Tax Regulations or upon plan termination to the extent permitted by Section 1.403(b)-10(a) of the Income Tax Regulations or pursuant to a qualified domestic relations order to the extent permitted by IRC Sections 403(b) and 414(p).

REQUIRED DISTRIBUTIONS GENERALLY

6. Notwithstanding any provision of the Contract to the contrary, the distribution of the Employee's interest in the Contract shall be made in accordance with the requirements of IRC 403(b)(10) the provisions of which are herein incorporated by reference.

REQUIRED BEGINNING DATE

7. As used in this Endorsement, the term "required beginning date" means April 1 of the calendar year following the later of (1) the calendar year in which the Employee attains age 70½ or (2) the calendar year in which the Employee retires, or such later date provided by applicable federal tax law. However, to the extent required by law, the required beginning date means April 1 of the calendar year following the calendar year in which the Employee attains age 70 ½ for an Employee who:
- (a) is a 5-percent owner (as defined in IRC Section 416) of the organization described in Section 1 of this Endorsement with respect to the plan year ending in the calendar year in which the Employee attains age 70 ½; and
- (b) is not in a governmental plan or a church plan (as defined in IRC Section 401(a)(9)(C)).

DISTRIBUTIONS DURING EMPLOYEE'S LIFE

8. (a) Unless permitted under applicable federal tax law, the Employee's entire interest shall commence to be distributed no later than the required beginning date over (a) the life of the Employee or the joint lives of the Employee and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (b) a period

certain not extending beyond the life expectancy of the Employee, or the joint life and last survivor expectancy of the Employee and his or her designated beneficiary.

(b) If the Employee's interest is to be distributed over a period greater than one year and, on an irrevocable basis, in the form of an annuity:

(1) The amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be made in accordance with the requirements of IRC Section 403(b)(10). 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 non-increasing or may increase only as provided in 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.

(2) 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).

(3) 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.

(c) If the Employee's interest is not distributed as provided in paragraph (b) of Section 8 of this Endorsement, then distribution shall be in accordance with Q&A-12 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

DISTRIBUTIONS AFTER EMPLOYEE'S DEATH

9. (a) If the Employee dies prior to the Contract's Maturity Date, the Death Benefit provided by the Contract or any Rider will be payable under the methods described in (b) or (c) of this Section 9.

(b) If an Employee dies on or after required distributions commence, the remaining portion of his or her interest in the Contract, if any, shall be distributed at least as rapidly as under the method of distribution being used under Section 8 of this Endorsement as of the date of the Employee's death.

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

(1) If the designated beneficiary is someone other than the Employee's surviving spouse, the entire interest shall be distributed, starting by the end of the calendar year following the calendar year of the Employee'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 Employee's death or, if elected, in accordance with paragraph (c)(3) below.

(2) If the Employee's sole designated beneficiary is the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year in which the Employee died (or by the end of the calendar year in which the Employee would have attained age 70 ½, if later) over such spouse's life or, if elected, in accordance with paragraph (c)(3) below. If the surviving spouse dies before required distributions commence to him or her under this paragraph (c)(2), 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 (c)(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 (c)(1) or (c)(2) above, the entire interest shall be distributed by the end of the calendar year containing the fifth

anniversary of the Employee'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 (c)(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 (c)(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.

(d) Except as provided in paragraphs (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 (c) or the December 31 of the calendar year containing the fifth anniversary of the Employee'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 Employee's death.

(e) 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 Employee 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 Employee's death.

(f) For purposes of paragraphs (b) and (c) above, required distributions are considered to commence on the Employee's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (c)(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.

(g) Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover and transfer under Section 1.401(a)(9)-7 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.

(h) Notwithstanding the preceding paragraphs of this Section 9, if the terms of the Contract so provide, the Employee 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 403(b)(10). The method of distribution elected by the Employee shall be binding on the designated beneficiary or beneficiaries (including a spouse designated beneficiary).

(i) Notwithstanding the preceding paragraphs of this Section 9, if the Contract is an immediate annuity contract and the Employee 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 Section 403(b)(10).

ANNUITY OPTIONS

10. (a) All Annuity Options under the Contract must meet the requirements of IRC Section 403(b)(10).

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).

INCIDENTAL BENEFITS

11. All benefits under and distributions from this Contract must comply with the incidental benefit requirement of IRC Section 401(a).

DIRECT ROLLOVERS

12. A distributee may elect, at the time and in the manner prescribed by Us, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (1) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; (2) any distribution to the extent such distribution is required under IRC Section 403(b)(10); (3) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and (4) a hardship withdrawal.

An eligible retirement plan is a qualified plan described in IRC Sections 401(a) or 403(a), an annuity described in IRC Section 403(b), a custodial account described in IRC Section 403(b)(7), an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), or an eligible deferred compensation plan described in IRC Section 457(b) maintained by a state employer, as described in IRC Section 457(e)(1)(A), that accepts the distributee's eligible rollover distribution.

A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternative payee under a qualified domestic relations order, as defined in IRC Section 414(p), are distributees with regard to the interest of the spouse or former spouse.

A direct rollover is a payment by the plan administrator or Us to the eligible retirement plan specified by the distributee.

IRC SECTION 72(s)

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

WAIVER OF OUR RIGHT TO CANCEL

14. We will not exercise our right to pay the Owner the Contract Value (less any Debt and applicable Annual Administration Fee) and cancel this Contract prior to the Maturity Date if the Contract Value at the end of any two consecutive Contract Year period in which no Payments were made exceeds \$1,000 or if distributions are not allowable under IRC Section 403(b).

AMENDMENT

15. 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 the Owner 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]

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Rate Information

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Supporting Document Schedules

Review Status:

Satisfied -Name: Statement of Variability

01/28/2009

Comments:

Attachment:

STATEMENT OF VARIABILITY.pdf

Review Status:

Satisfied -Name: Certification

01/28/2009

Comments:

Attachment:

AR - Certification.pdf

**STATEMENT OF VARIABILITY
ENDA403B.09 AND ENDB403B.09**

1. The Officer Signature is the only bracketed item.

ARKANSAS CERTIFICATION

John Hancock Life Insurance Company (U.S.A.)
Form Number(s): ENDA403B.09 and ENDB403B.09

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 endorsement 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



Frank O'Neill, ASA, MAAA
AVP & Pricing Actuary

Signed at: Boston, Massachusetts

Date: 1/28/09