

SERFF Tracking Number: MALF-126065061 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 41797
Company Tracking Number: VENTUREMSP09
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.004 Modified Single Premium
Product Name: Income Notes (May, 2009)
Project Name/Number: /

Filing at a Glance

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

Product Name: Income Notes (May, 2009) SERFF Tr Num: MALF-126065061 State: Arkansas
TOI: A03I Individual Annuities - Deferred SERFF Status: Closed-Approved- State Tr Num: 41797
Variable Closed
Sub-TOI: A03I.004 Modified Single Premium Co Tr Num: VENTUREMSP09 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Disposition Date: 03/17/2009
Authors: Nancy Leto, Kathy Dowdell
Date Submitted: 03/10/2009 Disposition Status: Approved-Closed
Implementation Date: Implementation Date:

Implementation Date Requested: On Approval
State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Not Filed
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Forms are exempt from prior approval in our domicile state of Michigan per Order No. 97-010M.
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:
Filing Status Changed: 03/17/2009 Explanation for Other Group Market Type:
State Status Changed: 03/17/2009
Deemer Date: Created By: Nancy Leto
Submitted By: Nancy Leto Corresponding Filing Tracking Number:
Filing Description:
RE: John Hancock Life Insurance Company (U.S.A.)
NAIC #904-65838, FEIN #01-0233346
• Individual Modified Single Payment Deferred Variable Annuity Contract Form VENTURE-MSP.A.09
• Specifications Page Form SP.MSP.A.09
• Individual Modified Single Payment Deferred Variable Annuity Contract Form VENTURE-MSP.N.09
• Specifications Page Form SP.MSP.N.09

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- Application Form APP.MSP.09
- Individual Retirement Annuity endorsement form ENDIRA-MSP.09
- Roth Individual Retirement Annuity endorsement form ENDROTH-MSP.09
- SIMPLE Individual Retirement Annuity endorsement ENDSIMPLE-MSP.09

The forms included in this filing are new and do not replace any forms currently on file with your department. These forms are exempt from approval in our domiciliary state of Michigan per Order No. 97-010M, as reported in Michigan Bulletin #97-3. The 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.

The forms will be marketed through representatives of broker-dealers who have selling agreements with John Hancock Life Insurance Company (U.S.A.) and John Hancock Distributors, LLC. Registered representatives are appointed by John Hancock (U.S.A). Forms are marketed on an individual basis. Contract VENTURE-MSP.N.09 will be offered exclusively through broker-dealers in connection with fee-based or wrap-fee advisory accounts or programs offered by such broker-dealers.

The target market for both products is middle to upper income individuals who wish to participate in the stock market while saving for retirement in a tax efficient manner. These products provide both the tax advantages and lifetime income features associated with an annuity as well as the basic fee and simplified investment funds structure that are common in non-annuity investments.

These forms will be available for issue effective May 1, 2009 or upon approval by your jurisdiction, if later. The issue age at product launch will be 55 – 75.

Contract forms VENTURE-MSP.A.09 and VENTURE-MSP.N.09 are modified single payment deferred variable annuities. Both contracts will accept purchase payments only for a limited period of time after the issue date (as defined in the Specification Page). Both products will have only one variable annuity investment fund available at initial introduction; although we may add a limited choice of funds in the future. Specifications Page SP.MSP.A.09 will be issued with contract VENTURE-MSP.A.09, while Specification Page SP.MSP.N.09 applies to contract VENTURE-MSP.N.09. These products differ only in that VENTURE-MSP.A.09 contains an up-front Sales Charge whereas VENTURE-MSP.N.09 does not.

Both products contain a built-in guaranteed minimum withdrawal benefit. The guaranteed minimum withdrawal benefit provides scheduled monthly payments beginning as early as 5 years after contract issue. Provided no withdrawals are taken prior to the Lifetime Income Date, scheduled monthly payments will automatically be paid for the life of the annuitant. Unscheduled withdrawals after the Lifetime Income Date will result in suspension of the Lifetime Income Amount payments until such time as the owner requests that payments to be resumed. Upon resumption, the Lifetime

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Income Amount may be reset. Consistent with the simplified nature of these contracts, the guaranteed minimum withdrawal benefit does not contain a bonus or a step-up feature. All withdrawals will reduce the contract value and death benefit. No optional benefit riders are currently available with this contract.

A new application, form APP.MSP.09, is included in this submission. This Application will be used with either of the above-referenced contracts. Certain items in the submitted application are bracketed as variable. We have attached a Statement of Variability explaining these variable areas.

Also included are separate Individual Retirement Annuity endorsements for a Traditional IRA, ROTH IRA and SIMPLE IRA. The applicable endorsement will be attached at contract issue.

Each SPECIFICATIONS PAGE form contains variable, bracketed items for which we have provided details in the Statement of Variability also included with this submission. The bracketed items allow for flexibility based on individual Contract Owner, or by class of owner. As such, the information provided within the brackets in these Specification Page forms represents sample specifications. Any future modifications to the bracketed items would be limited to the ranges specified in the Statement of Variability. Any modifications by class of owner would be determined by us and would be made on a prospective basis for new issues only in a manner that is not unfairly discriminatory, subject to the laws of your state. In addition, the CONTRACT COVER PAGE contains variable, bracketed items which are also explained in the Statement of Variability.

These contracts 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 forms subject to the Federal Jurisdiction of the Securities and Exchange Commission.

An Actuarial Memorandum is attached in the Supporting Documents tab.

Company and Contact

Filing Contact Information

Nancy Leto, nburns@jhancock.com
601 Congress St. 617-663-3720 [Phone]
Boston, MA 02210-2805 617-663-3150 [FAX]

Filing Company Information

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

SERFF Tracking Number: MALF-126065061 State: Arkansas
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Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: \$50 X 2 contracts (including associated forms) = \$100
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$100.00	03/10/2009	26293272

SERFF Tracking Number: MALF-126065061 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 41797
Company Tracking Number: VENTUREMSP09
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.004 Modified Single Premium
Product Name: Income Notes (May, 2009)
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/17/2009	03/17/2009

SERFF Tracking Number: MALF-126065061 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 41797
Company Tracking Number: VENTUREMSP09
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.004 Modified Single Premium
Product Name: Income Notes (May, 2009)
Project Name/Number: /

Disposition

Disposition Date: 03/17/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MALF-126065061 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 41797
 Company Tracking Number: VENTUREMSP09
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.004 Modified Single Premium
 Product Name: Income Notes (May, 2009)
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Contract/Specs - Variability	Yes	Yes
Supporting Document	Application - Variability	Yes	Yes
Supporting Document	Certifications	Yes	Yes
Form	Modified Single Payment Deferred Variable Annuity	Yes	Yes
Form	Specifications Page	Yes	Yes
Form	Modified Single Payment Deferred Variable Annuity	Yes	Yes
Form	Specifications Page	Yes	Yes
Form	Application	Yes	Yes
Form	Individual Retirement Annuity Endorsement	Yes	Yes
Form	Roth Individual Retirement Annuity Endorsement	Yes	Yes
Form	Simple Individual Retirement Annuity Endorsement	Yes	Yes

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 Company Tracking Number: VENTUREMSP09
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.004 Modified Single Premium
 Product Name: Income Notes (May, 2009)
 Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	VENTURE-MSP.A.09	Policy/Cont ract/Fratern al	Modified Single Payment Deferred Variable Annuity Certificate	Initial		0.000	VENTUREMS PA09.pdf
	SP.MSP.A.09	Schedule Pages	Specifications Page	Initial		0.000	SPMSPA09.pdf
	VENTURE-MSP.N.09	Policy/Cont ract/Fratern al	Modified Single Payment Deferred Variable Annuity Certificate	Initial		0.000	VENTUREMS PN09.pdf
	SP.MSP.N.09	Schedule Pages	Specifications Page	Initial		0.000	SPMSPN09.pdf
	APP.MSP.09	Application/ Enrollment Form	Application	Initial		0.000	APPMSP09 (John Doe).pdf
	ENDIRA-MSP.09	Policy/Cont ract/Fratern al	Individual Retirement Annuity Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	ENDIRAMSP 09.pdf
	ENDROTH-MSP.09	Policy/Cont ract/Fratern al	Roth Individual Retirement Annuity Endorsement Certificate: Amendment, Insert Page,	Initial		0.000	ENDROTHM SP09.pdf

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ENDSIMPL	Policy/Cont Simple Individual	Initial	0.000	ENDSIMPLE
E-MSP.09	ract/Fratern Retirement Annuity			MSP09.pdf
	al Endorsement			
	Certificate:			
	Amendmen			
	t, Insert			
	Page,			
	Endorseme			
	nt or Rider			

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



Overnight Mailing Address:
[164 Corporate Drive
Portsmouth, NH 03801-6815]

Annuities Service Center:
[P.O. Box 9505
Portsmouth, NH 03802-9505]
[1-800-344-1029]

Home Office
Bloomfield Hills, MI

This is a legal Contract - read it carefully.

We agree to pay the benefits of this Contract in accordance with its terms.

This Contract is issued in consideration of the Payments.

John Hancock Life Insurance Company (U.S.A.) agrees to pay a guaranteed withdrawal amount beginning on the Lifetime Income Date and continuing for the life of the Annuitant. We will pay an annuity benefit beginning on the Maturity Date to the Annuitant, if living, unless otherwise directed by the Owner, in accordance with the Annuity Payments provision of this Contract. If the Annuitant dies while this Contract is in effect prior to the date Annuity Payments begin, we will pay the Contract Value to the Beneficiary upon receipt at our Annuities Service Center of all required claim forms and proof of the Annuitant's death.

RIGHT TO REVIEW

You have [10] days after You receive the contract to examine it. During that [10] day period You may cancel the Contract by returning it to our Annuities Service Center or the registered representative who sold it to You. We will then refund to You [the sum of your Payment(s), increased or decreased by the investment performance of the Contract].

If Your Contract is issued as an individual retirement annuity, and you return it within 7 days after you receive it, we will refund to You the sum of all Payment(s) if that amount is greater than the refund amount described above.

We will process the refund within 7 days of receipt of the Contract by Us.

Signed for the Company at Boston, Massachusetts, on the Contract Date.

DETAILS OF VARIABLE ACCOUNT PROVISIONS ON PAGE 5.1

President

Secretary

**Modified Single Payment Deferred Variable Annuity
Guaranteed Lifetime Withdrawal Benefit
Non-Participating**

DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

INTRODUCTION

This is a modified single payment deferred variable annuity contract. This Contract provides that, prior to the Maturity Date, the Contract Value will accumulate on a variable basis. If you limit withdrawals to the amounts described in the Lifetime Income Benefits provision, we guarantee that the Lifetime Income Amount will be available for withdrawal each Contract Year after the Lifetime Income Date and during the life of the Annuitant. Subject to the provisions of the Contract, you may take withdrawals of any amount up to the Contract Value. Withdrawals that are not part of our Systematic Withdrawal Program may reduce the guaranteed Lifetime Income Amount. After the Maturity Date, Annuity Payments will be fixed in amount.

The Contract Value will vary with the investment performance of your Investment Option.

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PART 1

DEFINITIONS

WE AND YOU	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
ACCUMULATION UNIT	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Maturity Date.
ANNUITANT	The person whose age and life is used to determine the duration of the Lifetime Income Benefit and the amount and duration of Annuity Payments. The Annuitant is as designated on the Specifications Page.
ANNUITY OPTION	The method selected by you for Annuity Payments made by us.
ANNUITY PAYMENT(S)	Payment(s) by us to you on or after the Maturity Date under the terms of this Contract.
ANNUITIES SERVICE CENTER	Any office designated by us for the receipt of Payments and processing of Owner requests.
BENEFICIARY	The person, persons or entity to whom benefits are payable following the death of an Owner or Annuitant.
COMPANY	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
CONTRACT ANNIVERSARY	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
CONTRACT DATE	The date of issue of this Contract as designated on the Specifications Page.
CONTRACT VALUE	The total of your Investment Account Values at any time before Annuity Payments begin.
CONTRACT YEAR	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
CONTINGENT BENEFICIARY	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
ENDORSEMENT	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
FIXED ANNUITY	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
GENERAL ACCOUNT	All the assets of the Company other than assets in separate accounts.
INTERNAL REVENUE CODE (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purposes.
INVESTMENT ACCOUNT VALUE	The value of your investment in an Investment Option.
INVESTMENT OPTION	The Sub-Account of the Variable Account to which You allocate your Contract Value. The Investment Option initially available under this Contract is shown on the Specifications Page. The Sub-Account of the Variable Account invests in a corresponding Portfolio.

LIFETIME INCOME AMOUNT (LIA)	The Lifetime Income Amount is the amount that is guaranteed to be available for systematic withdrawal each Contract Year after the Lifetime Income Date and during the life of the Annuitant while this Contract is in effect.
LIFETIME INCOME DATE	The Lifetime Income Date is the date on which the initial LIA is calculated.
LIFETIME INCOME PERCENTAGE	The percentage used to determine your Lifetime Income Amount.
MATURITY DATE	The latest date on which Annuity Payments may commence. It is the date specified on the Specifications Page, unless changed.
NET PAYMENT	The Payment less the amount of Sales Charge and premium tax, if any, deducted from the Payment.
OWNER	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Page, unless changed.
PORTFOLIO	The investment choice(s) available to the Variable Account.
PAYMENT	An amount You pay to Us as consideration for the benefits provided by this Contract.
QUALIFIED CONTRACTS	Contracts issued under Qualified Plans.
QUALIFIED PLANS	Retirement plans which receive favorable tax treatment under sections 401 or 408 of the Internal Revenue Code of 1986, as amended.
SEPARATE ACCOUNT	A segregated account of the Company that is not commingled with our general assets and obligations.
SUB-ACCOUNT(S)	The Variable Account is divided into Sub-Accounts. Each Sub-Account is invested in shares of a different Portfolio.
SURRENDER VALUE	The Contract Value on any Valuation Date, less, if applicable, any deduction for premium taxes or similar taxes.
SYSTEMATIC WITHDRAWAL PROGRAM	A program for the automatic distribution of scheduled withdrawals.
VALUATION DATE	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
VALUATION PERIOD	Any period from one Valuation Date to the next, measured from the time on each such date that the net asset value of each Portfolio is determined.
VARIABLE ACCOUNT	The Company's Separate Account as shown in the Specifications Page.
WITHDRAWAL AMOUNT	The amount deducted from the Contract Value as the result of a withdrawal. This amount is the total of the amount paid to you plus any deduction for premium taxes or similar taxes, and any income taxes resulting from the withdrawal and withheld by us. The Withdrawal Amount may not exceed the Contract Value.

PART 2

OWNER, BENEFICIARY

GENERAL

Before the Maturity Date, the Owner of this Contract shall be the person, persons or entity designated on the Specifications Page or the latest change filed with us. On the Maturity Date, the Annuitant becomes the Owner of this Contract.

OWNER

The Owner must be a natural person who is primary Owner of the Contract and the Annuitant, a custodian, or a Trust established for the exclusive benefit of the Annuitant or his or her Beneficiaries. This Contract is established for the exclusive benefit of the Annuitant or his or her beneficiaries. In the event a co-Owner is also named, the primary Owner/Annuitant is the covered life for purposes of the benefits provided by this Contract.

BENEFICIARY

The Beneficiary is as designated on the Specifications Page, unless changed. If there is a surviving Owner, that person will be treated as the Beneficiary. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Annuitant.

CHANGE OF OWNER, ANNUITANT, BENEFICIARY

Subject to the right of an irrevocable Beneficiary, you may change the Owner or Beneficiary by written request in a form acceptable to us and which is received at our Annuities Service Center.

The substitution or addition of any Owner is subject to our underwriting rules in effect at the time of the request and may result in the elimination of the Lifetime Income Amount guarantee at of the date of such change.

If approved, any change of Beneficiary will take effect on the date the request is signed.

You may not change the Annuitant unless the change is pursuant to a court order. Any change in Annuitant will result in the elimination of the Lifetime Income Amount guarantee. If any Annuitant is changed and any Owner is not an individual, the entire interest in the Contract must be distributed to the Owner within five years of the change.

You need not send us the Contract unless we request it. We will not be liable for any payments or actions we take before any change is approved.

PART 3

PAYMENTS

GENERAL

The Contract is not effective until Payment is received by us at our Annuities Service Center. Generally, the Contract will be purchased with a single payment. If Payments will be paid from different sources, we will accept multiple Payments subject to the Payment Limits identified in the Specifications Page. All Payments under this Contract are payable at our Annuities Service Center. Payment Limits are identified on the Specifications Page.

ALLOCATION OF NET PAYMENTS

When we receive Payments, the Net Payments will be allocated among the Investment Option(s). If we offer more than one Investment Option, we will allocate the Net Payment among the Investment Options in accordance with the instructions you provide. You may change the allocation of subsequent Net Payments at any time, without charge, by giving us notice in a form acceptable to us.

PART 4

FEES AND DEDUCTIONS

CONTRACT ASSET FEE

We assess a Contract Asset Fee to compensate us for assuming certain administration expenses, expense risks and mortality risks. We deduct the fee from the variable Investment Option(s) each Valuation Period at an annual rate shown in the Specifications Page. A portion of this Contract Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

SALES CHARGE

We assess a Sales Charge to compensate us for assuming certain distribution expenses. The Sales Charge is equal to the applicable Sales Charge Percentage shown in the Specifications Page multiplied by the Payment. We deduct a Sales Charge from each Payment. The Net Payment will be applied to your Investment Account as described in the Allocation of Net Payments provision in the Payments section. In the event the Specification Page indicates the Sales Charge is based on Cumulative Value, we may reduce the Sales Charge applied, or include additional accounts in the Cumulative Value total, on a non-discriminatory basis, for those Contracts where we expect reduced distribution expenses as a result of the additional accounts.

TAXES

Certain taxes may be charged against your Payments (either at the time of payment or liquidation), Contract Value, payment of Death Benefit, withdrawals, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

PART 5

VARIABLE ACCOUNT PROVISIONS

INVESTMENT ACCOUNT VALUE The Investment Account Value of an Investment Option is determined by multiplying (a) times (b) where:

- (a) equals the number of Accumulation Units credited to the Investment Option; and,
- (b) equals the appropriate Accumulation Unit Value.

ACCUMULATION UNITS We will credit Net Payments to your Investment Options in the form of Accumulation Units. The number of Accumulation Units we will credit to the Investment Option(s) will be determined by dividing the Net Payment allocated to that Investment Option by the Accumulation Unit Value for that Investment Option.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Valuation Period in which such transaction occurs.

ACCUMULATION UNIT VALUE We will determine the Accumulation Unit Value for a particular Investment Option for any Valuation Period by multiplying the Accumulation Unit Value for the immediately preceding Valuation Period by the net investment factor for the corresponding Sub-Account for the Valuation Period for which the value is being determined. The Accumulation Unit Value may increase, decrease or remain the same from one Valuation Period to the next.

NET INVESTMENT FACTOR The net investment factor is an index that measures the investment performance of a Sub-Account from one Valuation Period to the next. The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net result of:
 - 1) the net asset value per share of a Portfolio share held in the Sub-Account determined as of the end of the current Valuation Period, plus:
 - 2) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Sub-Account if the ex-dividend date occurs during the current Valuation Period, and
- (b) is the net asset value per share of a Portfolio share held in the Sub-Account determined as of the end of the immediately preceding Valuation Period, and
- (c) is the Contract Asset Fee shown on the Specifications Page.

The net investment factor may be greater or less than, or equal to, one.

TRANSFERS Before the Maturity Date (or the date Annuity Payments begin, if earlier), if we offer more than one Investment Option you may transfer amounts among such Investment Options. Amounts will be canceled from the Investment Option(s) from which amounts are transferred and credited to the Investment Option(s) to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

We may defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer limitations are identified in the Suspension of Payments provision.

SUSPENSION OF PAYMENTS

We may defer the right of withdrawal from, or postpone the date of payments or transfers from, the variable Investment Option(s) for any period when:

- (a) the New York Stock Exchange is closed (other than customary weekend and holiday closings);
- (b) trading on the New York Stock Exchange is restricted;
- (c) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or
- (d) the Securities and Exchange Commission, by order, permits such deferral or postponement for the protection of security holders.

Applicable rules and regulations of the Securities and Exchange Commission shall govern whether the conditions described in (b) and (c) exist.

GENERAL

This Contract guarantees that each Contract Year after the Lifetime Income Date and during the life of the Annuitant we will automatically pay you an amount equal to the Lifetime Income Amount (LIA), even if your Contract Value reduces to zero. The LIA is described below in the Lifetime Income Amount (LIA) provision. The Lifetime Income Amount will be paid on a scheduled monthly basis under our Systematic Withdrawal Program.

The Lifetime Income Date is shown on the Specifications Page

You may notify us to defer the start of LIA payments or to stop LIA payments after they have begun. If you later request that LIA payments be made to you, the LIA will be calculated as described below.

LIFETIME INCOME AMOUNT (LIA)

If you do not take any withdrawals prior to the Lifetime Income Date, the initial LIA is equal to the Lifetime Income Percentage (shown on the Specifications Page) multiplied by the greater of the gross Payments or the Contract Value on the Lifetime Income Date. If you take a withdrawal prior to the Lifetime Income Date, the initial LIA is equal to the Lifetime Income Percentage multiplied by the Contract Value on the Lifetime Income Date.

After the Lifetime Income Date, any unscheduled withdrawal you request will cause the scheduled LIA payments to be suspended. After suspension, you may request that LIA payments be resumed. However, the scheduled monthly LIA payments thereafter may be reset to equal the lesser of (a) the LIA payment prior to the withdrawal or (b) the Lifetime Income Percentage multiplied by the Contract Value immediately after the withdrawal.

If the Contract is issued under a Qualified Plan, unless we are directed otherwise, we will automatically pay the greater of the LIA or the required minimum distribution. Payments will be made on a monthly basis under the Systematic Withdrawal Program.

PAYMENT OF UNSCHEDULED WITHDRAWALS

You may request an unscheduled withdrawal of part or all of the Surrender Value, at any time before the earlier of the death of the Annuitant, the date Annuity Payments begin or the Maturity Date, by sending us a written request. We will pay all unscheduled withdrawals within seven days of receipt of the request at the Annuities Service Center subject to postponement in certain circumstances, as specified in the Suspension of Payments provision above.

- **TOTAL WITHDRAWAL**
- **PARTIAL WITHDRAWAL**

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Surrender Value.

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

You may make as many unscheduled partial withdrawals as you wish.

IMPACT OF WITHDRAWALS ON OTHER BENEFITS

Any withdrawals prior to the Lifetime Income Date, or unscheduled withdrawals after the Lifetime Income Date may reduce or eliminate the Lifetime Income Benefit. All withdrawals and LIA payments will reduce the Contract Value and Death Benefit.

PART 7

SETTLEMENT PHASE

BENEFITS DURING THE SETTLEMENT PHASE

The Contract will enter its Settlement Phase if

- (a) the Contract Value reduces to zero, and
- (b) there were no unscheduled withdrawals during the Contract Year.

When the Contract enters its Settlement Phase the Lifetime Income Benefit will continue, however all other rights and benefits under the Contract, including Death Benefits, will terminate.

You will automatically receive settlement payments equal to the LIA each Contract Year of the Settlement Phase during the life of the Annuitant. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. The settlement payments will be paid on a scheduled monthly basis under our Systematic Withdrawal Program.

If the Annuitant dies during the Settlement Phase, then the Lifetime Income Benefit terminates and no additional settlement payments will be paid.

PART 8

DISTRIBUTIONS AFTER DEATH

DEATH BEFORE MATURITY DATE

If any Owner dies prior to the Maturity Date (or date Annuity Payments begin, if earlier) the Death Benefit will equal to the Contract Value.

Upon death of the Owner who is also the Annuitant, we will pay the Death Benefit in one sum to the Beneficiary.

If the co-Owner predeceases the Owner, the Owner will be treated as the Beneficiary. The Beneficiary may continue the Contract as the Owner, subject to the requirements of Section 72(s) of the Internal Revenue Code. If the Contract can not continue under Section 72(s), or if the Beneficiary elects not to continue the Contract, the Death Benefit will be distributed in one sum. The Contract will terminate if the Death Benefit is taken in one sum.

Written notice and proof of death and all required claim forms must be received at the Company's Annuities Service Center prior to any distribution.

DEATH BENEFIT ON OR AFTER MATURITY DATE

On or after the date Annuity Payments begin, if the Annuitant dies, the Death Benefit will depend on the Annuity Option selected in accordance with Part 10 (Annuity Payments).

PROOF OF DEATH

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuities Service Center:

- (a) A certified copy of a death certificate.
- (b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death.
- (c) Any other proof satisfactory to us.

GENERAL

Benefits payable under this Contract may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code sections 72(s) (or section 401(a)(9) and 408(b)(3) if this Contract is issued in a Qualified Plan). Once Annuity Payments commence, the Annuity Option may not be changed.

We will send you information about Annuity Options before the Maturity Date. If by the Maturity Date, you do not choose an Annuity Option, make a total Withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown in the Specifications Page. You can change the Annuity Option at any time before Annuity Payments begin.

We will provide Fixed Annuity payments. The method used to calculate the amount of the Fixed Annuity payments is described below.

If the monthly Annuity Payment is less than \$20, we may pay the greater of the Contract Value or the commuted value of the Lifetime Income Benefit in one lump sum on the Maturity Date, or the date Annuity Payments would begin, if earlier.

FIXED ANNUITY PAYMENTS

We will determine the amount of each Fixed Annuity payment by applying the Contract Value as of a date not more than 10 business days prior to the date Annuity Payments begin (minus any applicable premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Page. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

PART 10

ANNUITY OPTIONS

DESCRIPTION OF ANNUITY OPTIONS

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

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

- (a) the Lifetime Income Amount, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option based on the Mortality Table and Fixed Annuity Payment Interest Rate listed in the Specifications.

ALTERNATE ANNUITY OPTIONS

Instead of settlement in accordance with the Annuity Option described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

PART 11

GENERAL PROVISIONS

ENTIRE CONTRACT	The entire Contract consists of this Contract and Endorsements, if any, and the application, if one is attached to this Contract.
BENEFITS AND VALUES	The benefits and values available under this Contract are not less than the minimum required by any statute of the state in which this Contract is delivered.
MODIFICATION	Only the President, a Vice President, or the Secretary of the Company has authority to change or waive the provisions of this Contract. Any change or waiver must be in writing and signed by one of these officers of the Company. We will not change this Contract without your consent unless the change is required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.
CHANGE IN MATURITY DATE	Prior to the Maturity Date, you may request a change of the Maturity Date. Any extension of the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.
ASSIGNMENT	You may assign this Contract prior to the Maturity Date. No assignment will be binding on us unless it is written in a form acceptable to us, received at our Annuities Service Center and approved by us under our underwriting rules in effect at the time of the request. An assignment may result in the elimination of the Lifetime Income Amount guarantee as of the date of such change. We will not be liable for any payments made or actions taken before the assignment is accepted by us. An absolute assignment will revoke the interest of any revocable Beneficiary. We will not be responsible for the validity of any assignment.
CLAIMS OF CREDITORS	All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.
MISSTATEMENT AND PROOF OF AGE OR SURVIVAL	We may require proof of age or survival of any person upon whose age or survival any Lifetime Income Benefit, Annuity Payments or other benefits provided by this Contract or any Endorsement attached thereto depend. If the age of the Annuitant has been misstated, the benefits will be those which would have been provided for the correct age. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment. We will deduct the amount of any overpayment from future benefit payments.
ADDITION, DELETION OR SUBSTITUTION OF INVESTMENT OPTIONS	<p>We may:</p> <ul style="list-style-type: none">(a) add, delete or substitute Portfolio shares held or purchased by the Variable Account;(b) eliminate shares of one Portfolio and substitute shares of another Portfolio;(c) establish additional Sub-Accounts to invest in a new Portfolio, eliminate or combine existing Sub-Accounts or transfer Sub-Account assets to another Separate Account of the Company or an affiliated company. <p>We will obtain prior approval required from the Securities and Exchange Commission before making these changes. We will provide you with notice of these substitutions or changes.</p> <p>If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.</p>
NON-PARTICIPATING	Your Contract is non-participating. This means the Contract will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

REPORTS

We will send you annual reports without charge, containing the value of the Investment Account(s) and the Contract Value. The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the mailing of the report. We will provide 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.

INSULATION

The assets of the Variable Account equal to the reserves and other contract liabilities applicable to that account are not chargeable with liabilities from any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, applicable to the assets of the Variable Account shall be applied to that account regardless of our other income, gains or losses.

CURRENCY AND PLACE OF PAYMENTS

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuities Service Center or elsewhere if we consent.

NOTICES AND ELECTIONS

Notices and elections are any form of communication that provides information needed by us to process your request. A notice or election may be provided to us in a written and signed format or in another manner that we approve in advance. To be effective, all notices and elections you make under this Contract must be received by us at the Annuities Service Center. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuities Service Center, complete with all necessary information.

GOVERNING LAW

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Page.

SECTION 72(s)

The provisions of this Contract shall be interpreted so as to comply with the requirements of Section 72(s) of the Internal Revenue Code.

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



SPECIFICATIONS PAGE

TYPE OF CONTRACT: [QUALIFIED] **CONTRACT DATE:** [5/1/2009]
INITIAL PAYMENT: [\$100,000.00] **CONTRACT NUMBER:** [000000005]
OWNER: [JOHN X. SMITH] **GOVERNING LAW:** [YS]
ANNUITANT: [JOHN X. SMITH] **ANNUITANT'S AGE** [55]
[CO-OWNER:] []

PLAN [Marketing Name]

FEES AND CHARGES

CONTRACT ASSET FEE [1.50%]

SALES CHARGES

[The Sales Charge Percentage is based on Cumulative Value at the time the Payment is received.]

<u>Cumulative Value</u>	<u>Sales Charge</u>
Under \$50,000	5.50%
\$50,000 - \$99,999	4.50%
\$100,000 - \$249,999	3.50%
\$250,000 - \$499,999	2.50%
\$500,000 - \$999,999	2.00%
\$1,000,000 and over	0.50%

[Cumulative Value means the total of the following amounts as of the date we receive the Payment:

- (a) the current Payment;
- (b) the existing Contract Value of this Contract.]

LIFETIME INCOME BENEFIT

LIFETIME INCOME PERCENTAGE [5.0%]

LIFETIME INCOME DATE [1/1/2013]

PAYMENT LIMITS

PAYMENT LIMITS

The initial Payment is shown above. We will not accept any Payment, without our prior approval that

- (a) exceeds \$[1,000,000], or
- (b) causes the total of all Payments received to exceed \$[1,000,000], or
- (c) is received more than [9] months after the Contract Date.

AVAILABLE INVESTMENT OPTION

VARIABLE ACCOUNT: [JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT H]

VARIABLE INVESTMENT OPTION: [Core Strategy Portfolio]

ANNUITY BENEFITS

MATURITY DATE: [5/1/2049]

ANNUITY OPTION [Life Annuity with Cash Refund]

ANNUITY PAYMENTS – GENERAL INFORMATION

The rates for Annuity Payments are determined based on:

- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [3% interest per year]

The amount of each Annuity Payment will depend upon the age of the Annuitant.

BENEFICIARY INFORMATION

[Mary Smith]

[THIS PLAN IS INTENDED TO QUALIFY UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. LANGUAGE CONTAINED IN THIS CONTRACT REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL AND THIS LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.]

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



Overnight Mailing Address:
[164 Corporate Drive
Portsmouth, NH 03801-6815]

Annuities Service Center:
[P.O. Box 9505
Portsmouth, NH 03802-9505
[1-800-344-1029]

Home Office
Bloomfield Hills, MI

This is a legal Contract - read it carefully.

We agree to pay the benefits of this Contract in accordance with its terms.

This Contract is issued in consideration of the Payments.

John Hancock Life Insurance Company (U.S.A.) agrees to pay a guaranteed withdrawal amount beginning on the Lifetime Income Date and continuing for the life of the Annuitant. We will pay an annuity benefit beginning on the Maturity Date to the Annuitant, if living, unless otherwise directed by the Owner, in accordance with the Annuity Payments provision of this Contract. If the Annuitant dies while this Contract is in effect prior to the date Annuity Payments begin, we will pay the Contract Value to the Beneficiary upon receipt at our Annuities Service Center of all required claim forms and proof of the Annuitant's death.

RIGHT TO REVIEW

You have [10] days after You receive the contract to examine it. During that [10] day period You may cancel the Contract by returning it to our Annuities Service Center or the registered representative who sold it to You. We will then refund to You [the sum of your Payment(s), increased or decreased by the investment performance of the Contract].

If Your Contract is issued as an individual retirement annuity, and you return it within 7 days after you receive it, we will refund to You the sum of all Payment(s) if that amount is greater than the refund amount described above.

We will process the refund within 7 days of receipt of the Contract by Us.

Signed for the Company at Boston, Massachusetts, on the Contract Date.

DETAILS OF VARIABLE ACCOUNT PROVISIONS ON PAGE 5.1

[] []

President

Secretary

**Modified Single Payment Deferred Variable Annuity
Guaranteed Lifetime Withdrawal Benefit
Non-Participating**

DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

INTRODUCTION

This is a modified single payment deferred variable annuity contract. This Contract provides that, prior to the Maturity Date, the Contract Value will accumulate on a variable basis. If you limit withdrawals to the amounts described in the Lifetime Income Benefits provision, we guarantee that the Lifetime Income Amount will be available for withdrawal each Contract Year after the Lifetime Income Date and during the life of the Annuitant. Subject to the provisions of the Contract, you may take withdrawals of any amount up to the Contract Value. Withdrawals that are not part of our Systematic Withdrawal Program may reduce the guaranteed Lifetime Income Amount. After the Maturity Date, Annuity Payments will be fixed in amount.

The Contract Value will vary with the investment performance of your Investment Option.

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PART 1

DEFINITIONS

WE AND YOU	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
ACCUMULATION UNIT	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Maturity Date.
ANNUITANT	The person whose age and life is used to determine the duration of the Lifetime Income Benefit and the amount and duration of Annuity Payments. The Annuitant is as designated on the Specifications Page.
ANNUITY OPTION	The method selected by you for Annuity Payments made by us.
ANNUITY PAYMENT(S)	Payment(s) by us to you on or after the Maturity Date under the terms of this Contract.
ANNUITIES SERVICE CENTER	Any office designated by us for the receipt of Payments and processing of Owner requests.
BENEFICIARY	The person, persons or entity to whom benefits are payable following the death of an Owner or Annuitant.
COMPANY	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
CONTRACT ANNIVERSARY	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
CONTRACT DATE	The date of issue of this Contract as designated on the Specifications Page.
CONTRACT VALUE	The total of your Investment Account Values at any time before Annuity Payments begin.
CONTRACT YEAR	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
CONTINGENT BENEFICIARY	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
ENDORSEMENT	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
FIXED ANNUITY	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
GENERAL ACCOUNT	All the assets of the Company other than assets in separate accounts.
INTERNAL REVENUE CODE (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purposes.
INVESTMENT ACCOUNT VALUE	The value of your investment in an Investment Option.
INVESTMENT OPTION	The Sub-Account of the Variable Account to which You allocate your Contract Value. The Investment Option initially available under this Contract is shown on the Specifications Page. The Sub-Account of the Variable Account invests in a corresponding Portfolio.

LIFETIME INCOME AMOUNT (LIA)	The Lifetime Income Amount is the amount that is guaranteed to be available for systematic withdrawal each Contract Year after the Lifetime Income Date and during the life of the Annuitant while this Contract is in effect.
LIFETIME INCOME DATE	The Lifetime Income Date is the date on which the initial LIA is calculated.
LIFETIME INCOME PERCENTAGE	The percentage used to determine your Lifetime Income Amount.
MATURITY DATE	The latest date on which Annuity Payments may commence. It is the date specified on the Specifications Page, unless changed.
NET PAYMENT	The Payment less the amount of premium tax, if any, deducted from the Payment.
OWNER	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Page, unless changed.
PORTFOLIO	The investment choice(s) available to the Variable Account.
PAYMENT	An amount You pay to Us as consideration for the benefits provided by this Contract.
QUALIFIED CONTRACTS	Contracts issued under Qualified Plans.
QUALIFIED PLANS	Retirement plans which receive favorable tax treatment under sections 401 or 408 of the Internal Revenue Code of 1986, as amended.
SEPARATE ACCOUNT	A segregated account of the Company that is not commingled with our general assets and obligations.
SUB-ACCOUNT(S)	The Variable Account is divided into Sub-Accounts. Each Sub-Account is invested in shares of a different Portfolio.
SURRENDER VALUE	The Contract Value on any Valuation Date, less, if applicable, any deduction for premium taxes or similar taxes.
SYSTEMATIC WITHDRAWAL PROGRAM	A program for the automatic distribution of scheduled withdrawals.
VALUATION DATE	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
VALUATION PERIOD	Any period from one Valuation Date to the next, measured from the time on each such date that the net asset value of each Portfolio is determined.
VARIABLE ACCOUNT	The Company's Separate Account as shown in the Specifications Page.
WITHDRAWAL AMOUNT	The amount deducted from the Contract Value as the result of a withdrawal. This amount is the total of the amount paid to you plus any deduction for premium taxes or similar taxes, and any income taxes resulting from the withdrawal and withheld by us. The Withdrawal Amount may not exceed the Contract Value.

PART 2

OWNER, BENEFICIARY

GENERAL

Before the Maturity Date, the Owner of this Contract shall be the person, persons or entity designated on the Specifications Page or the latest change filed with us. On the Maturity Date, the Annuitant becomes the Owner of this Contract.

OWNER

The Owner must be a natural person who is primary Owner of the Contract and the Annuitant, a custodian, or a Trust established for the exclusive benefit of the Annuitant or his or her Beneficiaries. This Contract is established for the exclusive benefit of the Annuitant or his or her beneficiaries. In the event a co-Owner is also named, the primary Owner/Annuitant is the covered life for purposes of the benefits provided by this Contract.

BENEFICIARY

The Beneficiary is as designated on the Specifications Page, unless changed. If there is a surviving Owner, that person will be treated as the Beneficiary. If no such Beneficiary is living, the Beneficiary is the Contingent Beneficiary. If no Beneficiary or Contingent Beneficiary is living, the Beneficiary is the estate of the deceased Annuitant.

CHANGE OF OWNER, ANNUITANT, BENEFICIARY

Subject to the right of an irrevocable Beneficiary, you may change the Owner or Beneficiary by written request in a form acceptable to us and which is received at our Annuities Service Center.

The substitution or addition of any Owner is subject to our underwriting rules in effect at the time of the request and may result in the elimination of the Lifetime Income Amount guarantee at of the date of such change.

If approved, any change of Beneficiary will take effect on the date the request is signed.

You may not change the Annuitant unless the change is pursuant to a court order. Any change in Annuitant will result in the elimination of the Lifetime Income Amount guarantee. If any Annuitant is changed and any Owner is not an individual, the entire interest in the Contract must be distributed to the Owner within five years of the change.

You need not send us the Contract unless we request it. We will not be liable for any payments or actions we take before any change is approved.

PART 3

PAYMENTS

GENERAL

The Contract is not effective until Payment is received by us at our Annuities Service Center. Generally, the Contract will be purchased with a single payment. If Payments will be paid from different sources, we will accept multiple Payments subject to the Payment Limits identified in the Specifications Page. All Payments under this Contract are payable at our Annuities Service Center. Payment Limits are identified on the Specifications Page.

ALLOCATION OF NET PAYMENTS

When we receive Payments, the Net Payments will be allocated among the Investment Option(s). If we offer more than one Investment Option, we will allocate the Net Payment among the Investment Options in accordance with the instructions you provide. You may change the allocation of subsequent Net Payments at any time, without charge, by giving us notice in a form acceptable to us.

PART 4

FEES AND DEDUCTIONS

CONTRACT ASSET FEE

We assess a Contract Asset Fee to compensate us for assuming certain administration expenses, expense risks and mortality risks. We deduct the fee from the variable Investment Option(s) each Valuation Period at an annual rate shown in the Specifications Page. A portion of this Contract Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

TAXES

Certain taxes may be charged against your Payments (either at the time of payment or liquidation), Contract Value, payment of Death Benefit, withdrawals, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

PART 5

VARIABLE ACCOUNT PROVISIONS

INVESTMENT ACCOUNT VALUE The Investment Account Value of an Investment Option is determined by multiplying (a) times (b) where:

- (a) equals the number of Accumulation Units credited to the Investment Option; and,
- (b) equals the appropriate Accumulation Unit Value.

ACCUMULATION UNITS We will credit Net Payments to your Investment Options in the form of Accumulation Units. The number of Accumulation Units we will credit to the Investment Option(s) will be determined by dividing the Net Payment allocated to that Investment Option by the Accumulation Unit Value for that Investment Option.

Accumulation Units will be adjusted for any transfers and will be canceled on payment of a death benefit, withdrawal, maturity or assessment of certain charges based on their value for the Valuation Period in which such transaction occurs.

ACCUMULATION UNIT VALUE We will determine the Accumulation Unit Value for a particular Investment Option for any Valuation Period by multiplying the Accumulation Unit Value for the immediately preceding Valuation Period by the net investment factor for the corresponding Sub-Account for the Valuation Period for which the value is being determined. The Accumulation Unit Value may increase, decrease or remain the same from one Valuation Period to the next.

NET INVESTMENT FACTOR The net investment factor is an index that measures the investment performance of a Sub-Account from one Valuation Period to the next. The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net result of:
 - 1) the net asset value per share of a Portfolio share held in the Sub-Account determined as of the end of the current Valuation Period, plus:
 - 2) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Sub-Account if the ex-dividend date occurs during the current Valuation Period, and
- (b) is the net asset value per share of a Portfolio share held in the Sub-Account determined as of the end of the immediately preceding Valuation Period, and
- (c) is the Contract Asset Fee shown on the Specifications Page.

The net investment factor may be greater or less than, or equal to, one.

TRANSFERS Before the Maturity Date (or the date Annuity Payments begin, if earlier), if we offer more than one Investment Option you may transfer amounts among such Investment Options. Amounts will be canceled from the Investment Option(s) from which amounts are transferred and credited to the Investment Option(s) to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

We may defer, modify or terminate the transfer privilege at any time that we are unable to purchase or redeem shares of the Portfolios or when a portfolio requires us to impose restrictions due to violation of its short term trading policy. Transfer limitations are identified in the Suspension of Payments provision.

SUSPENSION OF PAYMENTS

We may defer the right of withdrawal from, or postpone the date of payments or transfers from, the variable Investment Option(s) for any period when:

- (a) the New York Stock Exchange is closed (other than customary weekend and holiday closings);
- (b) trading on the New York Stock Exchange is restricted;
- (c) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or
- (d) the Securities and Exchange Commission, by order, permits such deferral or postponement for the protection of security holders.

Applicable rules and regulations of the Securities and Exchange Commission shall govern whether the conditions described in (b) and (c) exist.

GENERAL

This Contract guarantees that each Contract Year after the Lifetime Income Date and during the life of the Annuitant we will automatically pay you an amount equal to the Lifetime Income Amount (LIA), even if your Contract Value reduces to zero. The LIA is described below in the Lifetime Income Amount (LIA) provision. The Lifetime Income Amount will be paid on a scheduled monthly basis under our Systematic Withdrawal Program.

The Lifetime Income Date is shown on the Specifications Page

You may notify us to defer the start of LIA payments or to stop LIA payments after they have begun. If you later request that LIA payments be made to you, the LIA will be calculated as described below.

LIFETIME INCOME AMOUNT (LIA)

If you do not take any withdrawals prior to the Lifetime Income Date, the initial LIA is equal to the Lifetime Income Percentage (shown on the Specifications Page) multiplied by the greater of the gross Payments or the Contract Value on the Lifetime Income Date. If you take a withdrawal prior to the Lifetime Income Date, the initial LIA is equal to the Lifetime Income Percentage multiplied by the Contract Value on the Lifetime Income Date.

After the Lifetime Income Date, any unscheduled withdrawal you request will cause the scheduled LIA payments to be suspended. After suspension, you may request that LIA payments be resumed. However, the scheduled monthly LIA payments thereafter may be reset to equal the lesser of (a) the LIA payment prior to the withdrawal or (b) the Lifetime Income Percentage multiplied by the Contract Value immediately after the withdrawal.

If the Contract is issued under a Qualified Plan, unless we are directed otherwise, we will automatically pay the greater of the LIA or the required minimum distribution. Payments will be made on a monthly basis under the Systematic Withdrawal Program.

PAYMENT OF UNSCHEDULED WITHDRAWALS

You may request an unscheduled withdrawal of part or all of the Surrender Value, at any time before the earlier of the death of the Annuitant, the date Annuity Payments begin or the Maturity Date, by sending us a written request. We will pay all unscheduled withdrawals within seven days of receipt of the request at the Annuities Service Center subject to postponement in certain circumstances, as specified in the Suspension of Payments provision above.

- **TOTAL WITHDRAWAL**
- **PARTIAL WITHDRAWAL**

Upon receipt of your request to withdraw the entire Contract Value, we will terminate the Contract and pay you the Surrender Value.

If you request to withdraw an amount less than the Surrender Value, we will pay you the amount requested and deduct the Withdrawal Amount from the Contract Value. Unless you specify the amount to be withdrawn from each Investment Option, the Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

You may make as many unscheduled partial withdrawals as you wish.

IMPACT OF WITHDRAWALS ON OTHER BENEFITS

Any withdrawals prior to the Lifetime Income Date, or unscheduled withdrawals after the Lifetime Income Date may reduce or eliminate the Lifetime Income Benefit. All withdrawals and LIA payments will reduce the Contract Value and Death Benefit.

PART 7

SETTLEMENT PHASE

BENEFITS DURING THE SETTLEMENT PHASE

The Contract will enter its Settlement Phase if

- (a) the Contract Value reduces to zero, and
- (b) there were no unscheduled withdrawals during the Contract Year.

When the Contract enters its Settlement Phase the Lifetime Income Benefit will continue, however all other rights and benefits under the Contract, including Death Benefits, will terminate.

You will automatically receive settlement payments equal to the LIA each Contract Year of the Settlement Phase during the life of the Annuitant. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. The settlement payments will be paid on a scheduled monthly basis under our Systematic Withdrawal Program.

If the Annuitant dies during the Settlement Phase, then the Lifetime Income Benefit terminates and no additional settlement payments will be paid.

PART 8

DISTRIBUTIONS AFTER DEATH

DEATH BEFORE MATURITY DATE

If any Owner dies prior to the Maturity Date (or date Annuity Payments begin, if earlier) the Death Benefit will equal to the Contract Value.

Upon death of the Owner who is also the Annuitant, we will pay the Death Benefit in one sum to the Beneficiary.

If the co-Owner predeceases the Owner, the Owner will be treated as the Beneficiary. The Beneficiary may continue the Contract as the Owner, subject to the requirements of Section 72(s) of the Internal Revenue Code. If the Contract can not continue under Section 72(s), or if the Beneficiary elects not to continue the Contract, the Death Benefit will be distributed in one sum. The Contract will terminate if the Death Benefit is taken in one sum.

Written notice and proof of death and all required claim forms must be received at the Company's Annuities Service Center prior to any distribution.

DEATH BENEFIT ON OR AFTER MATURITY DATE

On or after the date Annuity Payments begin, if the Annuitant dies, the Death Benefit will depend on the Annuity Option selected in accordance with Part 10 (Annuity Payments).

PROOF OF DEATH

We will require Proof of death upon the death of the Annuitant or the Owner. Proof of death is one of the following received at the Annuities Service Center:

- (a) A certified copy of a death certificate.
- (b) A certified copy of a decree of a court of competent jurisdiction as to the finding of death.
- (c) Any other proof satisfactory to us.

GENERAL

Benefits payable under this Contract may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code sections 72(s) (or section 401(a)(9) and 408(b)(3) if this Contract is issued in a Qualified Plan). Once Annuity Payments commence, the Annuity Option may not be changed.

We will send you information about Annuity Options before the Maturity Date. If by the Maturity Date, you do not choose an Annuity Option, make a total Withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown in the Specifications Page. You can change the Annuity Option at any time before Annuity Payments begin.

We will provide Fixed Annuity payments. The method used to calculate the amount of the Fixed Annuity payments is described below.

If the monthly Annuity Payment is less than \$20, we may pay the greater of the Contract Value or the commuted value of the Lifetime Income Benefit in one lump sum on the Maturity Date, or the date Annuity Payments would begin, if earlier.

FIXED ANNUITY PAYMENTS

We will determine the amount of each Fixed Annuity payment by applying the Contract Value as of a date not more than 10 business days prior to the date Annuity Payments begin (minus any applicable premium taxes) to the Annuity Option elected based on the mortality table and interest rate shown on the Specifications Page. The Fixed Annuity payment will not be less than that available by applying the Contract Value to purchase a single premium immediate annuity then offered to the same class of annuitants by us or a company affiliated with us.

We guarantee the dollar amount of Fixed Annuity payments.

PART 10

ANNUITY OPTIONS

DESCRIPTION OF ANNUITY OPTIONS

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

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

- (a) the Lifetime Income Amount, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option based on the Mortality Table and Fixed Annuity Payment Interest Rate listed in the Specifications.

ALTERNATE ANNUITY OPTIONS

Instead of settlement in accordance with the Annuity Option described above, you may choose an alternate form of settlement acceptable to us. Once Annuity Payments commence, the form of settlement may not be changed.

PART 11

GENERAL PROVISIONS

ENTIRE CONTRACT	The entire Contract consists of this Contract and Endorsements, if any, and the application, if one is attached to this Contract.
BENEFITS AND VALUES	The benefits and values available under this Contract are not less than the minimum required by any statute of the state in which this Contract is delivered.
MODIFICATION	Only the President, a Vice President, or the Secretary of the Company has authority to change or waive the provisions of this Contract. Any change or waiver must be in writing and signed by one of these officers of the Company. We will not change this Contract without your consent unless the change is required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.
CHANGE IN MATURITY DATE	Prior to the Maturity Date, you may request a change of the Maturity Date. Any extension of the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.
ASSIGNMENT	You may assign this Contract prior to the Maturity Date. No assignment will be binding on us unless it is written in a form acceptable to us, received at our Annuities Service Center and approved by us under our underwriting rules in effect at the time of the request. An assignment may result in the elimination of the Lifetime Income Amount guarantee as of the date of such change. We will not be liable for any payments made or actions taken before the assignment is accepted by us. An absolute assignment will revoke the interest of any revocable Beneficiary. We will not be responsible for the validity of any assignment.
CLAIMS OF CREDITORS	All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.
MISSTATEMENT AND PROOF OF AGE OR SURVIVAL	We may require proof of age or survival of any person upon whose age or survival any Lifetime Income Benefit, Annuity Payments or other benefits provided by this Contract or any Endorsement attached thereto depend. If the age of the Annuitant has been misstated, the benefits will be those which would have been provided for the correct age. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment. We will deduct the amount of any overpayment from future benefit payments.
ADDITION, DELETION OR SUBSTITUTION OF INVESTMENT OPTIONS	<p>We may:</p> <ul style="list-style-type: none">(a) add, delete or substitute Portfolio shares held or purchased by the Variable Account;(b) eliminate shares of one Portfolio and substitute shares of another Portfolio;(c) establish additional Sub-Accounts to invest in a new Portfolio, eliminate or combine existing Sub-Accounts or transfer Sub-Account assets to another Separate Account of the Company or an affiliated company. <p>We will obtain prior approval required from the Securities and Exchange Commission before making these changes. We will provide you with notice of these substitutions or changes.</p> <p>If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.</p>
NON-PARTICIPATING	Your Contract is non-participating. This means the Contract will not share in our profits or surplus earnings. We will pay no dividends on your Contract.

REPORTS

We will send you annual reports without charge, containing the value of the Investment Account(s) and the Contract Value. The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the mailing of the report. We will provide 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.

INSULATION

The assets of the Variable Account equal to the reserves and other contract liabilities applicable to that account are not chargeable with liabilities from any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, applicable to the assets of the Variable Account shall be applied to that account regardless of our other income, gains or losses.

CURRENCY AND PLACE OF PAYMENTS

All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuities Service Center or elsewhere if we consent.

NOTICES AND ELECTIONS

Notices and elections are any form of communication that provides information needed by us to process your request. A notice or election may be provided to us in a written and signed format or in another manner that we approve in advance. To be effective, all notices and elections you make under this Contract must be received by us at the Annuities Service Center. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuities Service Center, complete with all necessary information.

GOVERNING LAW

This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Page.

SECTION 72(s)

The provisions of this Contract shall be interpreted so as to comply with the requirements of Section 72(s) of the Internal Revenue Code.

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



SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[51/2009]
INITIAL PAYMENT:	[\$100,000.00]	CONTRACT NUMBER:	[000000005]
OWNER:	[JOHN X. SMITH]	GOVERNING LAW:	[YS]
ANNUITANT:	[JOHN X. SMITH]	ANNUITANT'S AGE	[55]
[CO-OWNER:]	[]		

PLAN [Marketing Name]

FEES AND CHARGES

CONTRACT ASSET FEE [1.50%]

LIFETIME INCOME BENEFIT

LIFETIME INCOME PERCENTAGE [5.0%]

LIFETIME INCOME DATE [1/1/2013]

PAYMENT LIMITS

PAYMENT LIMITS

The initial Payment is shown above. We will not accept any Payment, without our prior approval that

- (a) exceeds \$[1,000,000], or
- (b) causes the total of all Payments received to exceed \$[1,000,000], or
- (c) is received more than [9] months after the Contract Date.

AVAILABLE INVESTMENT OPTION

VARIABLE ACCOUNT: [JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) SEPARATE ACCOUNT H]

VARIABLE INVESTMENT OPTION: [Core Strategy Portfolio]

ANNUITY BENEFITS

MATURITY DATE: [5/1/2049]

ANNUITY OPTION [Life Annuity with Cash Refund]

ANNUITY PAYMENTS – GENERAL INFORMATION

The rates for Annuity Payments are determined based on:

- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [3% interest per year]

The amount of each Annuity Payment will depend upon the age of the Annuitant.

BENEFICIARY INFORMATION

[Mary Smith]

[THIS PLAN IS INTENDED TO QUALIFY UNDER THE INTERNAL REVENUE CODE FOR TAX-FAVORED STATUS. LANGUAGE CONTAINED IN THIS CONTRACT REFERRING TO FEDERAL TAX STATUS OR RULES IS INFORMATIONAL AND INSTRUCTIONAL AND THIS LANGUAGE IS NOT SUBJECT TO APPROVAL OR DISAPPROVAL BY THE STATE IN WHICH THE CONTRACT IS ISSUED FOR DELIVERY. PLEASE SEEK THE ADVICE OF YOUR OWN TAX ADVISOR REGARDING YOUR INDIVIDUAL TAX TREATMENT.]



JOHN HANCOCK ANNUITIES

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

[P.O. Box 9505, Portsmouth, NH 03802-9505]

Overnight mail: 164 Corporate Drive, Portsmouth, NH 03801-6815

[800-344-1029] [www.jhannuities.com]

Home Office: Bloomfield Hills, MI

John Hancock Annuity Income Note 1

MODIFIED SINGLE PAYMENT DEFERRED VARIABLE ANNUITY APPLICATION

TERMINATION VALUES PROVIDED BY THIS CONTRACT ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNTS.

1 Line of Business and Funding (complete A & B)

A. Line of Business [Non Qualified Traditional IRA (Tax year _____) Roth IRA (Tax year _____) Other _____]

B. Funding **Direct Payment \$** 25,000 Check (Payable to John Hancock Life Insurance Company (U.S.A.))
Minimum \$25,000 (Payment must accompany application if selected) Wire (Please see sales kit or jhannuities.com for wire instructions)
Transfer/Exchange \$ _____ 1035 Exchange Mutual Fund / CD / Other
 Direct Transfer Rollover

2 Your Name (Individual Owner/Annuitant Registration) Male Female

John X. Smith
Name (First, Middle, Last)
03/17/1954 333-33-3333 [_____]
Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number Email Address
1 Main St. Anytown, MA 02222
Mailing Address City, State, Zip
1234567
Residential Address (required if different from mailing or address is PO Box) Client Brokerage Account Number

Co-Owner Male Female

Name (First, Middle, Last) Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number

3 Trust/Entity Owner Information (If applicable)

Name of Trust/Entity Owner Date of Trust (mm/dd/yyyy) Tax Identification Number

Address City, State, Zip

4 Beneficiaries

If a co-owner was selected in Section 2, the surviving owner will be the primary beneficiary. Contingent beneficiaries receive proceeds only if all primary beneficiaries pre-decease the owner.

Beneficiary #1 Primary Mary Smith Male Female Trust/Entity
Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)
100% Spouse 07/15/1955 444-44-4444 MA
% of Proceeds Relationship to Owner Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number State of Residence

Beneficiary #2 Primary Male Female Trust/Entity
 Contingent _____
Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)

% of Proceeds Relationship to Owner Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number State of Residence

5 Special Instructions

6 Additional State Disclosures

For Applicants in all states except AK, AZ, CA, CO, DE, DC, FL, ID, IN, KY, MD, ME, NE, NJ, NM, OH, OK, OR, PA, TN, VA, VT, WA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For AK Applicants: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

For AZ Applicants: On written request, the Company is required to provide you, within a reasonable time, factual information regarding the benefits and provisions of your annuity contract. If, for any reason you are not satisfied with your annuity contract, you may return it within ten days, OR WITHIN THIRTY DAYS IF YOU ARE SIXTY-FIVE YEARS OF AGE OR OLDER ON THE DATE OF THE APPLICATION FOR YOUR ANNUITY CONTRACT, after the contract is delivered and receive a refund of all monies paid. For your protection, state law required the following statements to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

For CA Applicants Age 60 or Older: Under laws applicable to contracts issued in California, there is a 30-Day Right to Review your contract. During this time, your initial payment will be invested into the Money Market Portfolio. On the 35th day (or next business day) the contract value will be transferred into the Variable Portfolio. If the contract is cancelled within 30 days, any payments will be returned. If you wish to immediately invest into the Variable Portfolio please note this in section 5.

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

For DE, ID, IN, OK Applicants: Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a statement of claim containing false, incomplete, or misleading information is guilty of a felony.

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

For FL Applicants: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For KY, NE, PA Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For MD Applicants: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For ME, TN, VA, WA Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

For NJ Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For NM Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For OH Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For OR, VT Residents: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

7 Military Sales

Is the annuitant or owner an active member of the U.S. Armed Forces? Yes* No (default)

* If you answered "Yes", please complete and attach a "Military Personnel Financial Services Disclosure" form (available on www.jhannuities.com). This product is not specifically designed for or marketed to active duty military personnel. Applications not complying with our military sales procedures will not be accepted.

8 Acknowledgments/Signatures

Statement of Applicant: I/We agree that the contract I/we have applied for shall not take effect until the later of: (1) the issuance of the contract, or (2) receipt by the company at its Annuity Service Office of the first payment required under the contract. The information herein is true and complete to the best of my/our knowledge and belief and is correctly recorded.

Yes* No Does the annuitant or owner have existing individual life insurance policies or annuity contracts?

Yes* No Will this contract replace or change any existing life insurance or annuity in this or any other company?

*If you answered "YES" to either question, please complete below and attach a state replacement form (if applicable). Please see reference guide in the forms booklet.

Issuing Company _____ Contract Number _____ Annuity Life Insurance

I/We understand that unless I/we elect otherwise, the Maturity Date will be the later of the first of the month following the Annuitant's 90th birthday, or 10 years from the Contract Date (IRAs and certain qualified retirement plans may require distributions to begin by age 70½). Alternate Maturity Date _____.

I/We acknowledge receipt of the current prospectus and understand that annuity payments and other values provided by the contract applied for, when based on the investment experience of the variable investment options are variable and are not guaranteed as to a fixed dollar amount.

I/We confirm a review of my/our investment objectives, tax, liquidity, and financial statuses was offered to me/us.

I/We have read the applicable fraud statement contained in the State Disclosures Section.

To the best of my knowledge and belief, the statements in this application are true and complete.

I/We am/are either a citizen or resident alien of the United States of America.

SIGN
HERE

Owner:

Signature City, State (signed in) Date

SIGN
HERE

Co-owner:

Signature City, State (signed in) Date

SIGN
HERE

Annuitant:

(If owner is entity)

Signature City, State (signed in) Date

9 Financial Advisor Information

A. Certification: I have truly and accurately recorded the information provided by the applicant. I have determined that the annuity contract applied for is a suitable investment.

YES NO Does the annuitant or owner have existing individual life insurance policies or annuity contracts?

YES NO Will this contract replace or change any existing life insurance or annuity in this or any other company?

[**B. Option** B C (If left blank, option will default to your firm's Selling Agreement.)]

[**C. Financial Advisor (Primary)**

100 % Fred Q. Agent 617-300-7000 7111
Percentage Printed Name Telephone Number State License ID

Financial Services, Inc. 987654321 fagent@FSI.com
Broker/Dealer Firm Broker/Dealer Rep Number Email Address

SIGN
HERE

Signature

[**D. Financial Advisor (Secondary)**

_____% _____
Percentage Printed Name Telephone Number State License ID

Broker/Dealer Firm Broker/Dealer Rep Number Email Address

SIGN
HERE

Signature

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"). 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.

MAXIMUM PAYMENTS

The limits below are in addition to, and not in place of, any Payment Limits in the Contract

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 during the Owner's life 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 (b) of Section 7 of this Endorsement) must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than Section 6 of this Endorsement. Distributions after the Owner's death will be made in accordance with 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 while the Contract is in force, the entire interest will be distributed in a single sum.

(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 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.

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 offered under the Contract may be selected unless we consent to the use of an additional Annuity Option.

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"). 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.

MAXIMUM PAYMENTS

The limits below are in addition to, and not in place of, any Payment Limits in the Contract

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 during the Owner's life 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. Distributions after the Owner's death will be made in accordance with Section 6 of this Endorsement.

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 while the Contract is in force, the entire interest will be distributed in a single sum.

(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 basis (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.

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"). **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.

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. All Payments and contributions will be subject to the Payment Limits provision of the Contract.

REQUIRED DISTRIBUTIONS GENERALLY

4. Notwithstanding any provision of this Contract to the contrary, the distribution of the Owner's interest in the Contract during the Owner's life 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 (b) of Section 7) must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder. Distributions after the Owner's death will be made in accordance with 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 while the Contract is in force, the entire interest will be distributed in a single sum.
- (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 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.

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 offered under the Contract may be selected unless we consent to the use of an additional Annuity Option. .

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).

SERFF Tracking Number: MALF-126065061 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 41797
 Company Tracking Number: VENTUREMSP09
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.004 Modified Single Premium
 Product Name: Income Notes (May, 2009)
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: These forms are exempt from readability requirements as forms subject to the Federal Jurisdiction of the Securities and Exchange Commission.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Application is attached in the Forms Tab for approval		

	Item Status:	Status Date:
Satisfied - Item: Contract/Specs - Variability		
Comments: The attached Statment of Variability describes the variably bracketed items on the cover page of the Contract forms and in the Specifications Page forms.		
Attachment: AR - Stmt of Variability-V (Contract-Specs).pdf		

	Item Status:	Status Date:
Satisfied - Item: Application - Variability		
Comments: The attached Statement of Variability describes the variably bracketed areas in the Application		
Attachment: Stmnt of Variability (App).pdf		

	Item Status:	Status Date:

SERFF Tracking Number: MALF-126065061 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 41797
Company Tracking Number: VENTUREMSP09
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.004 Modified Single Premium
Product Name: Income Notes (May, 2009)
Project Name/Number: /

Satisfied - Item: Certifications

Comments:

Attached are two certifications.

1. Rule & Reg 6
2. Rule & Reg 19, 49, flesch and consumer information notice.

Attachments:

AR - Certification Reg 6 (Variable Contracts).pdf

AR - Certification.pdf

STATEMENT OF VARIABILITY
Contract Form VENTURE-MSP.A.09 & Specifications Page SP.MSP.A.09
Contract Form VENTURE-MSP.N.09 & Specifications Page SP.MSP.N.09

CONTRACT COVER PAGE

Below is a description of the variable bracketing contained in the cover page of the above-referenced contracts.

The following items may be revised by the Company as necessary should changes to this Company-specific data occur in the future.

- Overnight Mailing Address
- Annuities Service Center address and toll-free number
- Officers' signatures

Right to Review:

In the Right to Review section, the review period and the description of the amount we will refund are bracketed in order to adjust these areas as necessary to comply with state replacement requirements.

If the issued contract is not replacing another contract, the text will appear as shown in the submitted contract.

If a replacement is involved,

- the review period will appear as **10** days;
- the bracketed refund amount text will appear as:
“...the sum of your Payment(s), increased or decreased by the investment performance of the Contract.”

SPECIFICATION PAGE

Below is a description of the range of variation of bracketed items on the Specifications Page form. There are two types of variations: (1) those items that vary by Contract Owner, and (2) those items that vary by class of Owner.

Variations by Contract Owner

The following items will vary Owner to Owner, depending upon the information provided in the application:

Type of Contract – Qualified or Non-Qualified

Contract Date

Initial Payment

Contract Number

Owner

Governing Law

Annuitant

Annuitant's Age

Co-Owner

Maturity Date (not later than the 1st of the month following the Annuitant's age 95)

Annuity Option – Life Annuity with Cash Refund, unless otherwise specified by the Owner

Beneficiary Information

Qualified Plan statement (shown below the Beneficiary Designation section on page 2) – will only appear for qualified contracts

Variations by Class of Owner

The following items will vary by Class of Owner. A class is defined as a group of owners with substantial commonality, such as date of issue, distribution channel through which the plan is offered, or by amount of initial deposit. Multiple variations may be available concurrently. For instance, Distribution channel A may apply a flat sales charge while channel B applies a sales charge based on Cumulative Value.

Class is determined by the Company on a non-discriminatory basis. Class is defined at issue of the contract, so that these items will not change over the life of any given contract.

These variable items may also be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Based on the Company's periodic evaluation of the product, any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.

Range of variation is described below.

Plan

This item will reflect the marketing name of the plan. This may vary by distribution channel.

Contact Asset Fee

The Contract Asset Fee may be a percentage ranging from 0.25% to 2.00%. This item is shown as 1.50% in the John Doe specifications submitted

Sales Charges (*this item applies only to contract VENTURE-MSP.A.09 & Specifications Page SP.MSP.A.09*)

The Sales Charges may be a flat percentage ranging from 0.25% to 10.00% or it may be a tiered schedule as shown in the John Doe specifications submitted.

If a tiered schedule:

- The table of charges may contain 2 to 8 breakpoints with the range of values as follows:
 - Cumulative Value: Minimum: under \$10,000; Maximum \$5,000,000 and over
 - Sales Charge (at any breakpoint): Minimum: 0.00%; Maximum: 10.00%
- The definition of "Cumulative Value" may mean one, or a combination of the following items:
 - (a) "the current Payment"
 - This item may include "less withdrawals"
 - (b) "the existing Contract Value of this Contract"

If the definition is based on a single item, the text may vary as follows:

- Cumulative Value means the current Payment received by us
- Cumulative Value means the current Payment less withdrawals as of the date we receive the Payment
- Cumulative Value means the existing Contract Value of this Contract on the date we receive the Payment.

If the definition is based on a combination of (a) and (b), the text may vary as described below followed by the text of (a) & (b) above:

- Cumulative Value means the total of the following amounts as of the date we receive the Payment...
- Cumulative Value means the greater of the following amounts as of the date we receive the Payment

Payment Limits

The bracketed areas in items (a) (b) and (c) may vary as follows:

- Item (a) Minimum: \$250,000; Maximum: \$2,500,000. This item is shown as \$1,000,000 in the John Doe specifications submitted
- Item (b) Minimum: \$500,000; Maximum: \$5,000,000. This item is shown as \$1,000,000 in the John Doe specifications submitted
- Item (c) Minimum: 3 months; Maximum 12 months. This item is shown as 9 months in the John Doe specifications submitted

Available Investment Option

- The Variable Account designation (shown as John Hancock Life Insurance Company (U.S.A.) Separate Account H on the Specifications Page) may vary based on the Separate Account offered by us for the product.
- As permitted by applicable law, we may revise the available Variable Investment Option (shown as **Core Strategy Portfolio** in the John Doe Specifications submitted). We may include additional options and delete such options at any time.

Annuity Benefits

Annuity Payments – General Information:

- Mortality Table: may be revised based on future changes to actuarial tables.
- Fixed Annuity Payment Interest Rate: Minimum: 1.00%; Maximum: 5.00%

STATEMENT OF VARIABILITY
Application Form APP.MSP.09

This document will describe the variable bracketing containing in this application

Company-Specific Data:

The following items may be revised by the Company as necessary should changes to this Company-specific data occur in the future.

- Company logo
- P.O. Box address for the Company
- Overnight mailing address for the Company
- Company toll-free telephone number
- Company web address

Other:

- Product name - may vary by distribution channel.
- Section 1 (Line of Business) – We may add or delete line of business types based on the Company's determination as to its target markets.
- Section 2 (Email Address) – This item will appear on the application at a later date when John Hancock is prepared to collect and maintain this data.
- Section 6 – (Additional State Disclosures) - The listing of exception states is bracketed to allow us to add or delete states that require a Fraud Warning notice that differs from the generic notice, based on individual state requirements. The state-specific notice area is also bracketed to allow for the addition or deletion of state-specific fraud warnings as state requirements change in the future.
- Section 9 – (Financial Advisor Information) – B. Option data will be included when multiple commission options are available. Otherwise, this item will be deleted. In the event B Option is deleted, Items C. Financial Advisor (Primary) and D. Financial Advisor (Secondary) will be re-ordered as B and C, respectively.

ARKANSAS CERTIFICATION

**Rule and Regulation 6
(Variable Annuity Contracts)**

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

Form Number(s): VENTURE-MSP.A.09 and VENTURE-MSP.N.09

On behalf of the John Hancock Life Insurance Company (U.S.A.) (the "Company"),
I hereby certify that Rule and Regulation 6 has been reviewed and the Company
is in compliance with the provision thereof.



Kathryn Dowdell
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 3/10/2009

ARKANSAS CERTIFICATION

John Hancock Life Insurance Company (U.S.A.)
Form Number(s): VENTURE-MSP.A.09 and VENTURE-MSP.N.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).
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



Kathryn Dowdell
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 3/10/2009