

SERFF Tracking Number: MALF-126146208 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 42469
Company Tracking Number: IVAMSP209
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.004 Modified Single Premium
Product Name: AnnuityNote Series 2 (Aug 2009)
Project Name/Number: /

Filing at a Glance

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

Product Name: AnnuityNote Series 2 (Aug 2009) SERFF Tr Num: MALF-126146208 State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed-Approved-Closed State Tr Num: 42469

Sub-TOI: A03I.004 Modified Single Premium Co Tr Num: IVAMSP209 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird

Authors: Nancy Leto, Michelle Moore, Kathy Dowdell Disposition Date: 05/26/2009

Date Submitted: 05/26/2009 Disposition Status: Approved-Closed

Implementation Date Requested: 08/01/2009

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Forms are exempt from 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: 05/26/2009

Explanation for Other Group Market Type:

State Status Changed: 05/26/2009

Deemer Date:

Created By: Nancy Leto

Submitted By: Nancy Leto

Corresponding Filing Tracking Number:

Filing Description:

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.

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The forms will be marketed through representatives of broker-dealers who have selling agreements with John Hancock Life Insurance Company (U.S.A.) and John Hancock Distributors, LLC. Registered representatives are appointed by John Hancock (U.S.A). Forms are marketed on an individual basis.

The target market for this product 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 simplified investment funds structure that are common in non-annuity investments.

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

Contract form IVA-MSP2.09 and its associated Specification Page SP.MSP2.09 are a modified single payment deferred variable annuity forms. The contract will accept purchase payments only for a limited period of time after the issue date (as defined in the Specification Page). Only one variable annuity investment fund will be available at initial introduction; although we may add a limited choice of funds in the future.

This product contains a built-in guaranteed minimum withdrawal benefit. The guaranteed minimum withdrawal benefit provides scheduled monthly Lifetime Income Amount distributions that may begin as early as the Lifetime Income Date shown in the Specifications Page. Provided no withdrawals are taken prior to the Lifetime Income Date, scheduled monthly distributions 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 distributions until such time as the owner requests payments be resumed. Upon resumption, the Lifetime 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.

Withdrawals taken during the early Contract Years are subject to a withdrawal charge. The Withdrawal Charge Period is a specified number of years determined from the Contract issue date. The Withdrawal Charge Period and the Withdrawal Charge percentage are described in the Specifications Page. All withdrawals will reduce the contract value and death benefit.

The forms contained in this submission are substantially similar to the previously filed Modified Single Payment Deferred Variable Annuity forms approved on 3/17/2009 under file #41797 except that these forms contain the Withdrawal Charge provision described above whereas there is no withdrawal charge in the previously-filed forms. This difference is reflected by the addition of the Withdrawal Charge Period and Withdrawal Charge table in form SP.MSP2.09 and in form IVA-MSP2.09, by the inclusion of definitions of Gross Withdrawal Amount and Net Withdrawal Amount in Part 1, the Withdrawal Charge provision in Part 4 and modification of the Partial Withdrawal provision of Part 6 to discuss the

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Gross and Net Withdrawal Amounts.

Application form APP.MSP.09 and IRA Endorsement forms ENDIRA-MSP.09, ENDROTH-MSP.09 and ENDSIMPLE-MSP.09 contained in the previous Modified Single Payment Annuity submission referred to above will be used with this contract as well.

The forms contain variable, bracketed items for which we have provided details in the Statement of Variability also included with this submission. The bracketed items in the Specifications Page form 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.

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

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00

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Retaliatory? No
Fee Explanation: \$50.00 per policy
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	05/26/2009	28084846

SERFF Tracking Number: MALF-126146208 State: Arkansas
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Company Tracking Number: IVAMSP209
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.004 Modified Single Premium
Product Name: AnnuityNote Series 2 (Aug 2009)
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/26/2009	05/26/2009

SERFF Tracking Number: MALF-126146208 State: Arkansas
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TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.004 Modified Single Premium
Product Name: AnnuityNote Series 2 (Aug 2009)
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Disposition

Disposition Date: 05/26/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MALF-126146208 State: Arkansas
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 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.004 Modified Single Premium
 Product Name: AnnuityNote Series 2 (Aug 2009)
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certification Reg 6		Yes
Form	Modified Single Payment Deferred		Yes
	Variable Annuity Contract		
Form	Specifications Page		Yes

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 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.004 Modified Single Premium
 Product Name: AnnuityNote Series 2 (Aug 2009)
 Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IVA-MSP2.09	Policy/Cont ract/Fratern al Certificate	Modified Single Payment Deferred Variable Annuity Contract	Initial		0.000	IVAMSP209.pdf
	SP.MSP2.09	Schedule Pages	Specifications Page	Initial		0.000	SPMSP209.pdf

**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

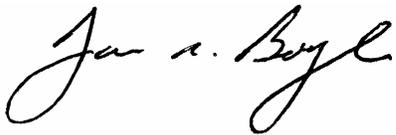
You have [10] days after You receive the contract to examine it. During that [10] day period You may cancel the Contract by returning it to our Annuities Service Center or the registered representative who sold it to You. We will then refund to You [the sum of your Payment(s), increased or decreased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

[] []

[James R. Boyle,] President

[Emanuel Alves,] 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 Surrender 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.
GROSS 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, any income taxes resulting from the withdrawal and withheld by us and any Withdrawal Charge. The Gross Withdrawal Amount may not exceed the Contract Value.
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 and made available.
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.
NET WITHDRAWAL AMOUNT	The Gross Withdrawal Amount less the amount of any premium taxes, any income tax resulting from the withdrawal and withheld by us and any Withdrawal Charge. The Net Withdrawal Amount may not exceed the Surrender Value.
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 and any Withdrawal Charge.
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.

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 request to change the Owner or Beneficiary. The request must be in a form acceptable to us and 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 as 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.

WITHDRAWAL CHARGE

A Withdrawal Charge will be assessed on withdrawals during the Withdrawal Charge Period. The Withdrawal Charge is the Withdrawal Charge percentage multiplied by the Gross Withdrawal Amount. The Withdrawal Charge Period and Withdrawal Charge percentage are shown in the Specifications Page.

A Withdrawal Charge will not apply during the Withdrawal Charge Period if the withdrawal is payment of the Death Benefit.

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 distribute to the Annuitant 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 distributed 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 distributions or to stop LIA distributions after they have begun. If you later request that LIA distributions resume, 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 distributions to be suspended. After suspension, you may request that LIA distributions be resumed. However, the scheduled monthly LIA distributions thereafter may be reset to equal the lesser of (a) the LIA distribution 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. Distributions 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 deduct the Gross Withdrawal Amount from your Contract Value and pay you the Net Withdrawal Amount (as defined in the Definitions section). If we offer more than one Investment Option, unless you specify the amount to be withdrawn from each Investment Option, the Gross Withdrawal Amount will be withdrawn from each Investment Option on a pro rata basis.

IMPACT OF WITHDRAWALS ON OTHER BENEFITS

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

The Annuitant will automatically receive settlement payments equal to the LIA each Contract Year of the Settlement Phase during the life of the Annuitant. 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 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**

The logo for John Hancock, featuring the name in a stylized, cursive script font. The 'J' is large and loops around the 'o', and the 'H' is tall and narrow. The 'C' is also large and loops around the 'o'. A registered trademark symbol (®) is at the end.

John Hancock®

SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[8/1/2009]
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%]		
WITHDRAWAL CHARGE PERIOD	[3] Contract Year(s)		
WITHDRAWAL CHARGE		<u>Contract Year</u>	<u>Withdrawal Charge Percentage</u>
		[1]	[2.00%]
		[2]	[2.00%]
		[3]	[1.00%]

LIFETIME INCOME BENEFIT

LIFETIME INCOME PERCENTAGE	[5.0%]
LIFETIME INCOME DATE	[8/1/2014]

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 Balanced Strategy]

ANNUITY BENEFITS

MATURITY DATE: [8/1/2049]

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: [1.50% 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.]

SERFF Tracking Number: MALF-126146208 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 42469
 Company Tracking Number: IVAMSP209
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.004 Modified Single Premium
 Product Name: AnnuityNote Series 2 (Aug 2009)
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment:		
AR - Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Form APP.MSP.09 previously approved on 3/17/2009 (State File #41797) will be used with this contract.		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		
AR - Stmt of Variability-V.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certification Reg 6		
Comments:		
Attached is certification regarding Rule & Reg 6 pertaining to Variable Contracts.		
Attachment:		
AR - Certification Reg 6 (Variable Contracts).pdf		

ARKANSAS CERTIFICATION

**John Hancock Life Insurance Company (U.S.A.)
Form Number(s): IVA-MSP2.09**

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: 5/26/2009

STATEMENT OF VARIABILITY
Contract Form IVA-MSP2.09 & Specifications Page SP.MSP2.09

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

Lifetime Income Date (See **Variations by Class of 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 Specifications 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, we may offer a choice of funds with the Asset Fee varying based on the fund elected.

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 2.50%. This item is shown as 1.50% in the John Doe specifications submitted

Withdrawal Charge Period

The Withdrawal Charge Period may range from 1 to 5 Contract Years. This item is shown as 3 Contract Years in the John Doe Specifications submitted.

Withdrawal Charge

A Withdrawal Charge may apply for 1, 2, 3, 4, or 5 Contract Years with the number of Contract Years in this table equal to the Withdrawal Charge Period. The Withdrawal Charge Percentage for any Contract Year may range from 0.50% to 10%. The Withdrawal Charge Percentages and number of Contract Years shown in the John Doe Specifications submitted are 2.00%, 2.00%, 1.00% in Contract Years 1, 2 and 3, respectively.

Lifetime Income Percentage

The Lifetime Income Percentage may range from 1.00% to 10.00%. This item is shown as 5.00% in the John Doe Specifications submitted

Lifetime Income Date

The Lifetime Income Date is the Xth Contract Anniversary where X may range from 1 years to 10 years.

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 Balanced Strategy** 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%

ARKANSAS CERTIFICATION

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

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

Form Number(s): IVA-MSP2.09

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: 5/26/2009