

SERFF Tracking Number: MANU-126838056 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 47101
Company Tracking Number: 11PROUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 11PROUL
Project Name/Number: 11PROUL/11PROUL

Filing at a Glance

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

Product Name: 11PROUL SERFF Tr Num: MANU-126838056 State: Arkansas
TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 47101
Adjustable Life Closed
Sub-TOI: L09I.001 Single Life Co Tr Num: 11PROUL State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Helene Landow, Karren Phair, Grace Pisciola, Debbie Tom, Jacqueline Lau
Disposition Date: 10/26/2010
Date Submitted: 10/21/2010 Disposition Status: Approved-Closed
Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: 11PROUL
Project Number: 11PROUL
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 10/26/2010

Deemer Date:
Submitted By: Debbie Tom
Filing Description:

ARKANSAS

N.A.I.C. # 904-65838

SERFF Tracking # MANU-126838056

Date of Submission: October 21, 2010

Anaylst: Grace Pisciola

Status of Filing in Domicile:
Date Approved in Domicile:
Domicile Status Comments: State of Domicile:
Michigan
Market Type: Individual
Group Market Size:
Group Market Type:
Explanation for Other Group Market Type:
State Status Changed: 10/26/2010
Created By: Debbie Tom
Corresponding Filing Tracking Number:

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Filing Description: UNIVERSAL LIFE

Policy:

Form 11PROUL - Flexible Premium Universal Life Insurance Policy, Non-Participating

We are submitting the above form for your approval. This form is filed in accordance with the applicable statutes and regulations of your jurisdiction. The form will be laser printed, subject only to minor variations in color, paper stock, duplexing, fonts, and positioning. This is a new form and does not replace any currently approved form. The form will be effective on the date of approval and will be marketed to the general public. No part of this filing contains any unusual or controversial items that deviate from normal Company or industry standards.

Form 11PROUL, Flexible Premium Universal Life Insurance Policy, is a non-participating single life policy which targets a general market. The issue age range for the policy presently is 0 to 90 and can vary within this range based on smoking status and risk class. Premiums are payable until the earlier of the life insured's death or age 121. The policy provides two death benefit options and also provides flexibility in the timing and amount of premium payments. The policy includes a secondary guarantee under the Death Benefit Protection provision, which guarantees that the policy will not lapse due to insufficient Cash Surrender Value provided the Net Death Benefit Protection Value is greater than zero. When we receive a premium payment, we deduct a Premium Charge and credit the net premium to the Policy Value. The Guaranteed Interest Account is credited at rates determined by us, which are guaranteed never to be less than an effective annual rate of 2.5%.

We make monthly deductions to cover the cost of insurance and insurance charges. If the policy is still in force at age 121 of the life insured, interest will continue to be credited but monthly deductions will cease. The Death Benefit will be determined the same as it was before age 121.

Policy loans are available on a variable interest rate basis as specified in the policy.

The policy provides two premium test options for qualification as life insurance for tax purposes under the Internal Revenue Code: Guideline Premium Test or the Cash Value Accumulation Test. The premium test election is made at the time of application and cannot be changed after the policy is issued.

Reserves and non-forfeiture values are based on the 2001 CSO Sex and Smoker Distinct U ANB Mortality Table with substandard ratings as applicable. We also use these tables as the basis for determining maximum cost of insurance rates. For policies subject to the Norris Decision that are purchased by a qualified pension or profit-sharing plan, we issue the policy on a unisex basis with maximum cost of insurance rates based on the 2001 CSO (80) Smoker Distinct U ANB Mortality Table. An Actuarial Memorandum and a Reserve Statement for the policy is enclosed.

The main application form which will be used with this policy is NB5000AR (11/2009) Application for Life Insurance,

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which was approved by your state on December 01, 2009 under SERFF Tracking # MANU-126399004 state tracking # 44192.

Other previously and subsequently approved riders may be made available with this policy. Note that the policy in Section 1, under the Other Benefits and Specifications heading, will include a complete listing of all riders applied for and issued with the policy.

Marketing materials, which have yet to be developed for this product, will be submitted to your Department to the extent necessary under insurance laws, unless you indicate otherwise.

We trust this form is acceptable to you and look forward to your state's approval in the usual manner. If you have any questions or concerns, please contact me at 416-926-5903 (collect) or via e-mail at grace_pisciola@jhancock.com.

P.S. At present, there is no advertising or sales material available for this product.

Enclosures: Actuarial Memorandum /Reserve Statement for Policy Form 11PROUL
Statement of Variability
Filing Fee (EFT)
Readability Certificate
Certificate of Compliance with Standard Non-Forfeiture and Valuation
John Doe Application
Compliance Certification re Unfair Sex Discrimination
Compliance Certification re Ark. Code Ann. 23-79-138 and Regulation 49

Company and Contact

Filing Contact Information

Grace Pisciola, Senior Contract Analyst grace_pisciola@jhancock.com
P.O. Box 600 416-926-5903 [Phone]
Buffalo, NY 14201-0600 416-926-3121 [FAX]

Filing Company Information

John Hancock Life Insurance Company (U.S.A.) CoCode: 65838 State of Domicile: Michigan
P. O. Box 600 Group Code: 904 Company Type: insurance/financial
Contracts and Compliance Group Name: State ID Number:
Buffalo, NY 14201-0600 FEIN Number: 01-0233346
(416) 926-3000 ext. [Phone]

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	10/21/2010	41004504

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/26/2010	10/26/2010

SERFF Tracking Number: MANU-126838056 State: Arkansas
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Disposition

Disposition Date: 10/26/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Memorandum /Reserve		No
Supporting Document	Statement for Policy Form 11PROUL		
Supporting Document	Certificate of Compliance with Standard Non-Forfeiture and Valuation		Yes
Supporting Document	Compliance Certification re Unfair Sex Discrimination		Yes
Supporting Document	Compliance Certification re Ark. Code Ann. 23-79-138 and Regulation 49		Yes
Form	Flexible Premium Universal Life Insurance Policy, Non-Participating		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11PROUL	Policy/Cont Flexible Premium ract/Fratern Universal Life al Insurance Policy, Certificate Non-Participating	Initial		45.000	11PROULar.pdf



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

LIFE INSURED **[John J. Doe]**
POLICY NUMBER [12 345 678]
PLAN NAME [Protection UL]

FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY
ADJUSTABLE DEATH BENEFIT
BENEFIT PAYABLE ON LIFE INSURED'S DEATH
FLEXIBLE PREMIUMS PAYABLE TO AGE 121 DURING THE LIFE INSURED'S LIFETIME
NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS)

Subject to the conditions and provisions of this policy, if the Life Insured dies while this policy is in force, John Hancock Life Insurance Company (U.S.A.) ("the Company") agrees to pay the Insurance Benefit to the Beneficiary in a lump sum, and to provide the other benefits, rights, and privileges, if any, of the policy. The Insurance Benefit is described in Section 6. If the Company makes other plans of payment available other than a lump sum, then a Beneficiary may request written election of any such other plans in lieu of a lump sum.

READ YOUR POLICY CAREFULLY. It is a contract between you and us.

RIGHT TO RETURN POLICY. If for any reason you are not satisfied with your policy, you may return it for cancellation by delivering or mailing it to us or to the agent who sold it. If this policy does not replace another policy, you may return it within TEN days after receiving it, or if it replaces another policy, you may return it within THIRTY days after receiving it. We will refund in full the payment made. The policy will be void from the beginning.

Signed for the Company by:


President


Secretary

Policy Provisions

Section

1. Policy Specifications
2. Table of Rates
3. Definitions
4. Qualification as Life Insurance
5. Face Amount
6. Insurance Benefit
7. Interest on Proceeds
8. Premiums
9. Death Benefit Protection
10. Grace Period
11. Policy Termination
12. Reinstatement
13. Coverage at and after Age 121
14. Policy Value
15. Loan Account and Guaranteed Interest Account
16. Loans
17. Surrenders and Withdrawals
18. Owner and Beneficiary
19. Assignment
20. Misstatements
21. Suicide
22. Incontestability
23. The Contract
24. Right to Postpone Payment of Benefits
25. Claims of Creditors
26. Reports to Owner
27. How Values are Computed

1. POLICY SPECIFICATIONS

Life Insured	[JOHN DOE]	Plan Name	[Protection UL]
Age at Policy Date	[35]	Policy Number	[12 345 678]
[Sex]	[MALE]	Issue Date	[January,15, 2011]
Risk Classification	[Standard] [Non Smoker]	Policy Date	[January 15, 2011]
Additional Ratings	[not applicable]		
Owner, Beneficiary	As designated in the application unless subsequently changed		
Death Benefit Option at Issue	[Option 1]		
Life Insurance Qualification Test Elected	[Guideline Premium Test]		

Face Amount at Issue \$[50,000]

Governing Law [Arkansas]

PREMIUMS AT ISSUE

Premium Mode	[Annual]
Planned Premium	\$ [726.28 per year]
Minimum Initial Premium	\$ [34.18]

Notice: This policy provides life insurance coverage for the lifetime of the Life Insured if sufficient premiums are paid. Premium payments in addition to the Planned Premium shown may need to be made to keep this policy and coverage in force.

Additional amounts may be paid on the Guaranteed Interest Account. These amounts are not guaranteed. Interest above the Guaranteed Interest Account Annual Rate is not guaranteed and the Company has the right to change the amount of interest credited to the policy. Subject to any maximum rates specified in the policy, the Company also has the right to change the amount of Cost of Insurance or other expense charges deducted under the policy, which may require more premium to be paid than was illustrated, or the Policy Value may be less than was illustrated. No additional amounts are being paid on the Loan Interest Account.

Keeping the policy and coverage in force will be affected by factors such as: changes in the current Cost of Insurance rates and the amount, timing and frequency of premium payments; the interest rate being credited to the Guaranteed Interest Account; changes to the Death Benefit Option; changes in the Face Amount; loan activity; withdrawals; and deductions for any applicable Supplementary Benefit riders that are attached to, and made a part of, this policy. Also refer to the Death Benefit Protection, Grace Period and Policy Termination provisions in Sections 9, 10 and 11.

This policy will not go into default if all Planned Premiums shown above are paid when they are due, and you do not take any policy loans or withdrawals and there are no other policy changes. For purposes of the preceding statement we have assumed maximum mortality charges, maximum expense charges, and minimum credited interest.

(SAMPLE FOR LAPSE PROTECTION INFORMATION WHEN THE PLANNED PREMIUM DOES NOT PROJECT A LAPSE)

1. POLICY SPECIFICATIONS

Life Insured	[JOHN DOE]	Plan Name	[Protection UL]
Age at Policy Date	[35]	Policy Number	[12 345 678]
[Sex]	[MALE]	Issue Date	[January,15, 2011]
Risk Classification	[Standard] [Non Smoker]	Policy Date	[January 15, 2011]
Additional Ratings	[not applicable]		
Owner, Beneficiary	As designated in the application unless subsequently changed		
Death Benefit Option at Issue	[Option 1]		
Life Insurance Qualification Test Elected	[Guideline Premium Test]		

Face Amount at Issue \$[50,000]

Governing Law [Arkansas]

PREMIUMS AT ISSUE

Premium Mode	[Annual]
Planned Premium	\$ [512.49 per year]
Minimum Initial Premium	\$ [34.18]

Notice: This policy provides life insurance coverage for the lifetime of the Life Insured if sufficient premiums are paid. Premium payments in addition to the Planned Premium shown may need to be made to keep this policy and coverage in force.

Additional amounts may be paid on the Guaranteed Interest Account. These amounts are not guaranteed. Interest above the Guaranteed Interest Account Annual Rate is not guaranteed and the Company has the right to change the amount of interest credited to the policy. Subject to any maximum rates specified in the policy, the Company also has the right to change the amount of Cost of Insurance or other expense charges deducted under the policy, which may require more premium to be paid than was illustrated, or the Policy Value may be less than was illustrated. No additional amounts are being paid on the Loan Interest Account.

Keeping the policy and coverage in force will be affected by factors such as: changes in the current Cost of Insurance rates and the amount, timing and frequency of premium payments; the interest rate being credited to the Guaranteed Interest Account; changes to the Death Benefit Option; changes in the Face Amount; loan activity; withdrawals; and deductions for any applicable Supplementary Benefit riders that are attached to, and made a part of, this policy. Also refer to the Death Benefit Protection, Grace Period and Policy Termination provisions in Sections 9, 10 and 11.

At a minimum, this policy will provide coverage until Policy Month (3), Policy Year (44), if all Planned Premiums shown above are paid when they are due, and you do not take any policy loans or withdrawals and there are no other policy changes. For purposes of the preceding statement we have assumed maximum mortality charges, maximum expense charges, and minimum credited interest.

(SAMPLE FOR LAPSE PROTECTION INFORMATION WHEN THE PLANNED PREMIUM PROJECTS A LAPSE)

OTHER BENEFITS AND SPECIFICATIONS

[Not Applicable]

1. POLICY SPECIFICATIONS (continued) – Policy [12 345 678]

MAXIMUM EXPENSE CHARGES

Deductions from Premium Payments

Premium Charge A percentage of each premium payment, the percentages as shown below:

Policy Years	Premiums Received Up to Premium Charge Limit*	Premiums Received in Excess of Premium Charge Limit
1	10%	8%
2+	8%	8%

*Premium Charge Limit is shown in the Table of Values in this section

Monthly Deductions: The following charges are deducted monthly from the Policy Value:

Administrative Charge \$15.00

Contract Charge \$[0.0730] per \$1000 of Face Amount for the first 20 Policy Years.

Cost of Insurance Charge Determined in accordance with Section 14. Maximum Monthly Rates per \$1,000 are shown in Section 2.

Other Charges

Surrender Charge Charge deducted from the Policy Value during the Surrender Charge Period. See Sections 5 and 17 for details of when a Surrender Charge applies.

The Surrender Charge for the Face Amount at Issue is \$[468.42], minus 2% times the lesser of (a) or (b) where:

(a) is \$[2,097.26]; and

(b) is the sum of premiums paid in the first Policy Year.

The Surrender Charge will reduce monthly over the Surrender Charge Period until it becomes zero. The table below shows the applicable grading percentage at the beginning of each Policy Year during the Surrender Charge Period (proportionate grading percentages apply for other Policy Months). The amount to which the Surrender Charge is reduced at any time is determined by multiplying the initial amount of Surrender Charge by the percentage that is applicable at that interval during the Surrender Charge Period.

Surrender Charge Period (Policy Year)	Maximum Percentage of Surrender Charge	Surrender Charge Period (Policy Year)	Maximum Percentage of Surrender Charge
1	[100]%	12	[45]%
2	[95]%	13	[40]%
3	[90]%	14	[35]%
4	[85]%	15	[30]%
5	[80]%	16	[25]%
6	[75]%	17	[20]%
7	[70]%	18	[15]%
8	[65]%	19	[10]%
9	[60]%	20	[5]%
10	[55]%	21	[0]%
11	[50]%		

Supplementary Benefit Rider Charges Charges for applicable riders are shown under Supplementary Benefits of this Section 1.

1. POLICY SPECIFICATIONS (continued) – Policy [12 345 678]

TABLE OF VALUES

Refer to your policy provisions for details on the terms and values shown in this table.

Minimum Face Amount Decrease	\$ 50,000
Guaranteed Interest Account Annual Rate	Not less than 2.5%
Loan Interest Rate	As defined in Section 16
Maximum Loan Interest Credited Differential	
Policy Years 1-10	1.25%
Policy Years 11+	.25%
Minimum Loan Amount	\$500
Minimum Withdrawal Amount	\$500
Death Benefit Discount Factor	1.0020598
Partial Surrender Charge Decrease Exemption	10%
Premium Charge Limit	[2,097.26]

1. POLICY SPECIFICATIONS (continued) – Policy [12 345 678]

TABLE OF VALUES (CONTINUED)

The following items are used in determining the Death Benefit Protection Value as described in this policy:

	Policy Years	Percentages
Death Benefit Protection Premium Charge	1	[15.16]%
	2-10	[5.80]%
	11+	[2.00]%
Death Benefit Protection Administrative Charge	\$15.00	
Death Benefit Protection Contract Charge	[\$0.1668] per \$1000 of Face Amount for the first 5 Policy Years	
Death Benefit Protection Interest Rates	The Death Benefit Protection Value will be credited with the percentage rate of [3.75]%.	
Death Benefit Protection Rates	Rates are determined from the Death Benefit Protection Rates Table 1 or Table 2 as shown in Section 2 and as described under the Death Benefit Protection Value provision.	

2. TABLE OF RATES— Policy [12 345 678]

RATE TABLE

Age	Maximum Monthly Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors	Age	Maximum Monthly Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors
35	0.0908	2.5000	79	5.2197	1.0500
36	0.0958	2.5000	80	5.8397	1.0500
37	0.1000	2.5000	81	6.5509	1.0500
38	0.1075	2.5000	82	7.2975	1.0500
39	0.1142	2.5000	83	8.1096	1.0500
40	0.1217	2.5000	84	9.0173	1.0500
41	0.1317	2.4300	85	10.0423	1.0500
42	0.1442	2.3600	86	11.1922	1.0500
43	0.1584	2.2900	87	12.4650	1.0500
44	0.1751	2.2200	88	13.8493	1.0500
45	0.1943	2.1500	89	15.3334	1.0500
46	0.2127	2.0900	90	16.9088	1.0500
47	0.2327	2.0300	91	18.4163	1.0400
48	0.2444	1.9700	92	20.0152	1.0300
49	0.2578	1.9100	93	21.7336	1.0200
50	0.2770	1.8500	94	23.5854	1.0100
51	0.2996	1.7800	95	25.5730	1.0000
52	0.3306	1.7100	96	27.4318	1.0000
53	0.3640	1.6400	97	29.4578	1.0000
54	0.4067	1.5700	98	31.6726	1.0000
55	0.4594	1.5000	99	34.0995	1.0000
56	0.5131	1.4600	100	36.7713	1.0000
57	0.5709	1.4200	101	38.9513	1.0000
58	0.6204	1.3800	102	41.3353	1.0000
59	0.6775	1.3400	103	43.9462	1.0000
60	0.7463	1.3000	104	46.8128	1.0000
61	0.8304	1.2800	105	49.9253	1.0000
62	0.9331	1.2600	106	53.3625	1.0000
63	1.0485	1.2400	107	57.1734	1.0000
64	1.1699	1.2200	108	61.4190	1.0000
65	1.2983	1.2000	109	66.1732	1.0000
66	1.4286	1.1900	110	71.5293	1.0000
67	1.5608	1.1800	111	77.6167	1.0000
68	1.7033	1.1700	112	83.3333	1.0000
69	1.8512	1.1600	113	83.3333	1.0000
70	2.0308	1.1500	114	83.3333	1.0000
71	2.2322	1.1300	115	83.3333	1.0000
72	2.4973	1.1100	116	83.3333	1.0000
73	2.7778	1.0900	117	83.3333	1.0000
74	3.0739	1.0700	118	83.3333	1.0000
75	3.3986	1.0500	119	83.3333	1.0000
76	3.7540	1.0500	120	83.3333	1.0000
77	4.1684	1.0500	121	0.0000	1.0000
78	4.6548	1.0500			

For attained Age 121 and above, the Maximum Monthly Rate per \$1,000 of Net Amount of Risk is 0 and the Minimum Death Benefit Factor is 1.0000.

Maximum Monthly Rates will be adjusted for any applicable Additional Ratings that are applied to the Cost of Insurance rates as shown in Section 1.

2. TABLE OF RATES (continued) – Policy [12 345 678]**DEATH BENEFIT PROTECTION RATES****TABLE 1**

The Death Benefit Protection Rates are the cost of insurance rates for the Death Benefit Protection Value calculation. The rate per dollar equals the rate shown below divided by 1000. The cost of insurance rates will be increased for any Additional Rating shown for the basic policy in Section 1. The Death Benefit Protection Rates are not used in calculating the actual Policy Value, Cash Surrender Value, or Death Benefit provided under the policy. The Cost of Insurance calculation is defined in the Policy Value provision.

POLICY YEAR	MONTHLY RATE						
	\$		\$		\$		\$
1	0.113100	32	0.903100	63	33.061100		
2	0.131900	33	0.989900	64	35.254300		
3	0.166100	34	1.085100	65	37.534500		
4	0.184700	35	1.189400	66	34.321600		
5	0.200100	36	1.335800	67	36.631200		
6	0.211100	37	1.465600	68	39.118600		
7	0.229600	38	1.604000	69	41.797100		
8	0.249000	39	1.754000	70	44.316500		
9	0.270600	40	1.918200	71	47.011900		
10	0.290000	41	2.099900	72	49.901300		
11	0.314600	42	2.300400	73	52.999400		
12	0.334100	43	2.522300	74	56.325400		
13	0.358100	44	2.765200	75	59.899300		
14	0.385700	45	3.029500	76	69.709800		
15	0.413000	46	3.325200	77	80.268600		
16	0.434700	47	3.641800	78	83.333300		
17	0.446900	48	3.977900	79	83.333300		
18	0.463900	49	4.335800	80	83.333300		
19	0.484300	50	4.731700	81	83.333300		
20	0.504300	51	6.716400	82	83.333300		
21	0.525300	52	9.025000	83	83.333300		
22	0.547100	53	11.694500	84	83.333300		
23	0.568100	54	14.762400	85	83.333300		
24	0.589600	55	18.246300	86	83.333300		
25	0.623000	56	20.122800				
26	0.666300	57	21.741100				
27	0.692700	58	23.421600				
28	0.716700	59	25.165800				
29	0.736300	60	26.975100				
30	0.752200	61	28.924000				
31	0.824200	62	30.951800				

2. TABLE OF RATES (continued) – Policy [12 345 678]**DEATH BENEFIT PROTECTION RATES****TABLE 2**

The Death Benefit Protection Rates are the cost of insurance rates for the Death Benefit Protection Value calculation. The rate per dollar equals the rate shown below divided by 1000. The cost of insurance rates will be increased for any Additional Rating shown for the basic policy in Section 1. The Death Benefit Protection Rates are not used in calculating the actual Policy Value, Cash Surrender Value, or Death Benefit provided under the policy. The Cost of Insurance calculation is defined in the Policy Value provision.

POLICY YEAR	MONTHLY RATE						
	\$		\$		\$		\$
1	0.245200	32	1.417500	63	25.124100		
2	0.258700	33	1.547500	64	26.698300		
3	0.270000	34	1.687500	65	28.378300		
4	0.290300	35	1.832500	66	30.175000		
5	0.308100	36	2.008300	67	31.600800		
6	0.314500	37	2.205000	68	33.120000		
7	0.325500	38	2.463300	69	34.736600		
8	0.340100	39	2.735800	70	36.456600		
9	0.355600	40	3.022500	71	38.260800		
10	0.373300	41	3.335800	72	40.179100		
11	0.392100	42	3.677500	73	42.218300		
12	0.405200	43	4.074100	74	44.385800		
13	0.417000	44	4.537500	75	46.688300		
14	0.410100	45	5.072500	76	49.132500		
15	0.403400	46	5.655800	77	51.728300		
16	0.402000	47	6.320000	78	54.483300		
17	0.400800	48	7.011600	79	57.409100		
18	0.404800	49	7.757500	80	60.512500		
19	0.404500	50	8.583300	81	63.805800		
20	0.405800	51	9.505800	82	67.299100		
21	0.458300	52	10.528300	83	71.004100		
22	0.511600	53	11.645000	84	74.935000		
23	0.569100	54	12.841600	85	79.101600		
24	0.618300	55	14.104100	86	83.333300		
25	0.675000	56	15.421600				
26	0.743300	57	16.660800				
27	0.826600	58	17.952500				
28	0.928300	59	19.315000				
29	1.042500	60	20.754100				
30	1.162500	61	22.265800				
31	1.289100	62	23.649100				

3. DEFINITIONS

The term “**Additional Rating**” is an increase in the Cost of Insurance that is applied when a Life Insured does not meet, at a minimum, our underwriting requirements for the standard Risk Classification.

The term “**Age**” means, on any Policy Anniversary, the age of the person in question at his or her birthday nearest that date.

The term “**Annual Processing Date**” means every 12th Processing Date starting with the Processing Date next after the Policy Date.

The term “**Business Day**” means any pre-scheduled work day that we are open for business. We will deem each Business Day to end at the close of regularly scheduled Company hours (currently 4:00 p.m. Eastern time) on that day.

The term “**Cash Surrender Value**” equals the Policy Value less the Surrender Charge.

The term “**date**” means a calendar day ending at midnight local time at our Service Office.

The term “**Guaranteed Interest Account**” is that part of the Policy Value which reflects the value you have in our general account.

The term “**in force**” means that the policy has not terminated in accordance with Sections 9, 10, or 11, or surrendered in accordance with Section 17.

The term “**Issue Date**” is the date shown in Section 1 of this policy from which the Suicide and Incontestability provisions are applied.

The term “**Loan Account**” is that part of the Policy Value which reflects amounts transferred from the Guaranteed Interest Account as collateral for a policy loan.

The term “**Minimum Initial Premium**” means the minimum premium needed to put the policy in force when the Issue Date is equal to or before the Policy Date as shown in Section 1.

The term “**Net Cash Surrender Value**” equals the Cash Surrender Value less the Policy Debt.

The term “**Net Policy Value**” equals the Policy Value less the value in the Loan Account.

The term “**Net Premium**” is the gross premium paid less any Premium Charge.

The term “**Partial Surrender Charge Decrease Exemption**” is the percentage of the Face Amount at Issue as shown in Section 1 in the Table of Values. This percentage is set at issue of the policy. This exemption applies to cumulative decreases in the Face Amount of insurance. Once cumulative decreases exceed this exemption, applicable Surrender Charges will apply. The exemption is not applicable to a full surrender of the policy or Net Cash Surrender Value withdrawals.

The term “**Planned Premium**” means the premium that is selected in the application for the policy, which is intended to be paid on a regular modal basis. It is shown in Section 1.

The term “**Policy Date**” is the date from which charges for the first Monthly Deductions are calculated. The Policy Date is shown in Section 1. Policy Years, Policy Months, and Policy Anniversaries are determined from the Policy Date.

The term “**Policy Debt**” as of any date equals (a) plus (b) plus (c), minus (d), where:

- (a) is the total amount of loans borrowed as of such date;
- (b) is the total amount of any unpaid loan interest charges borrowed against the policy on a Policy Anniversary;
- (c) is any interest charges accrued from the last Policy Anniversary to the current date; and
- (d) is the total amount of loan repayments as of such date.

The term “**Policy Value**” is the sum of the values in the Loan Account and the Guaranteed Interest Account.

3. DEFINITIONS (continued)

The term "**Policy Year**" means (a) or (b) below whichever is applicable.

- (a) The first Policy Year is the period beginning on the Policy Date and ending on the Business Day immediately preceding the first Annual Processing Date.
- (b) Each subsequent Policy Year is the period beginning on an Annual Processing Date and ending on the Business Day immediately preceding the next Annual Processing Date.

The term "**Processing Date**" means the first day of a Policy Month. A Policy Month shall begin on the day in each calendar month that corresponds to the day of the calendar month on which the Policy Date occurred. If the Processing Date falls on a day other than a Business Day, the Processing Date for that Policy Month will be the next Business Day. The Policy Date is not a Processing Date.

The term "**Service Office**" is the office that we designate to service this policy as shown on the back cover of your policy.

The term "**Surrender Charge Period**" is the period during which we will assess surrender charges beginning on the Policy Date and ending when the surrender charge is equal to zero. Surrender charges will apply during this period if you surrender the policy, request a decrease in the Face Amount which exceeds the Partial Surrender Charge Decrease Exemption, make a withdrawal, or if the policy terminates due to default. The Surrender Charge Period is shown in Section 1.

The term "**Surrender Date**" means the end of the Business Day on which we receive at our Service Office your written request for full surrender of the policy.

The terms "**we**", "**us**", and "**our**" refer only to the Company.

The term "**written request**" is your request to us which must be in a form satisfactory to us, signed and dated by you, and filed at our Service Office or, if permitted by our administrative practices, an electronic mail message ("e-mail") received by us at the internet address specified by us for receipt of such messages.

The terms "**you**" and "**your**" refer only to the Owner of this policy.

4. QUALIFICATION AS LIFE INSURANCE

It is intended that this policy comply with Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, so that, notwithstanding any other provisions of the policy to the contrary, it will be considered as life insurance for federal income tax purposes. We reserve the right to make any reasonable adjustments to the terms or conditions of this policy if it becomes necessary to allow it to qualify as life insurance. This provision should not be construed to guarantee that this policy will receive tax treatment as life insurance or that the tax treatment of life insurance will never be changed by the future actions of any tax authority. One of the following tax qualification tests will apply to the policy. The test you elected is shown in Section 1. Your election cannot be changed after issue.

Guideline Premium Test

Under this test, if at any time the premiums received under the policy exceed the amount allowable for such tax qualification, such excess amount shall be removed from the policy as of the date of its payment, together with interest thereon from such date, and any appropriate adjustment in the Death Benefit shall be made as of such date. This excess amount shall be refunded to you no later than 60 days after the end of the applicable Policy Year. If this excess amount is not refunded by then, the Face Amount under the policy shall be increased retroactively so that at no time is the Death Benefit ever less than the amount necessary to ensure or maintain such tax qualification. In no event, however, will we refuse to accept any premium necessary to prevent the policy from terminating but only if such premium payment would result in a zero Policy Value at the end of the Policy Year. In addition, the Minimum Death Benefit, as described in Section 6, must be maintained.

Cash Value Accumulation Test

Under this test, the Minimum Death Benefit, as described in Section 6, must be maintained.

Effect on Life Insurance Qualification Tests

A change in Death Benefit Option or Face Amount, or certain other policy changes, will often change the policy's limits under the Life Insurance Qualification Test that you elected.

We reserve the right to refuse or limit any request for a change if the change would cause the policy to fail to qualify as life insurance for tax purposes.

5. FACE AMOUNT

Increase in Face Amount

You may not increase the Face Amount under this policy.

Reduction of Face Amount

You may request a reduction in Face Amount any time after the first Policy Year while this policy is in force. The Minimum Face Amount Decrease is shown in Section 1. Without our prior approval, the Face Amount cannot be reduced such that it falls below the lesser of \$100,000, or the Face Amount at issue. If you decrease the Face Amount of Insurance during the Surrender Charge Period we will deduct a pro-rata Surrender Charge from the Policy Value.

The pro-rata Surrender Charge deducted will equal (a) divided by (b), multiplied by (c), where:

- (a) is the amount of the decrease in the Face Amount which exceeds the Partial Surrender Charge Decrease Exemption;
- (b) is the amount of the Face Amount immediately prior to the decrease, less any applicable Partial Surrender Charge Decrease Exemption; and
- (c) is the current Surrender Charge for the Face Amount immediately prior to the decrease.

Each time we deduct the pro-rata Surrender Charge for a Face Amount decrease, we will reduce the remaining Surrender Charge in the same proportion that the Surrender Charge deducted bears to the total Surrender Charge immediately before the Face Amount decrease.

6. INSURANCE BENEFIT

If the Life Insured dies while the policy is in force, we will pay the Insurance Benefit upon receipt of due proof of death of the Life Insured, subject to any applicable provisions of the policy. If the Life Insured dies on or after the date we receive a written request from you to surrender the policy, no Insurance Benefit will be paid. We will pay the amount payable under the Surrenders and Withdrawals provision instead.

Insurance Benefit

The Insurance Benefit payable is the greater of (a) or (b), where:

- (a) is the Minimum Death Benefit as described below minus any outstanding Policy Debt at the date of death; and
- (b) is an amount equal to (i) plus (ii) minus (iii); where:
 - (i) is the Death Benefit as described below;
 - (ii) is any amount payable under any Supplementary Benefit riders as a result of the Life Insured's death that form part of the policy;
 - (iii) is any outstanding Policy Debt at the date of death.

If the Life Insured dies during a grace period, the Policy Value used in the calculation of the Death Benefit will be the Policy Value as of the date of death of the Life Insured, and the Insurance Benefit will be reduced by any outstanding Monthly Deductions due.

Death Benefit

The Death Benefit will depend on whether Option 1 or Option 2 is in effect on the date of the Life Insured's death.

Death Benefit Options

Under Option 1, the Death Benefit is equal to the Face Amount at the date of death of the Life Insured. Under Option 2, the Death Benefit is equal to the Face Amount at the date of death of the Life Insured plus the Policy Value at the date of death of the Life Insured.

If any withdrawals are made, the Death Benefit, whether Option 1 or Option 2 is in effect, will be less than it would have been if no withdrawals were made. Withdrawals reduce the Death Benefit by reducing:

- (a) the Face Amount if Option 1 is in effect, as specified in Section 17; or
- (b) the Policy Value if Option 2 is in effect.

6. INSURANCE BENEFIT (continued)

Change of Death Benefit Options

You may request in writing to change your Death Benefit Option from Option 2 to Option 1 at any time after the first Policy Year while the policy is in force. The change will be effective on the next Processing Date following the date we approve the request, and the Face Amount after the change will be equal to the Face Amount immediately before the change. You may not change your Death Benefit Option from Option 1 to Option 2.

Minimum Death Benefit

The sum of the Death Benefit as described above and the benefit payable upon the death of the Life Insured under any Supplementary Benefit riders will never be less than the Minimum Death Benefit. The Minimum Death Benefit is equal to the Minimum Death Benefit Factor for the Age of the Life Insured multiplied by the greater of the Policy Value or the Cash Surrender Value as defined in Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, on the date of death of the Life Insured. When determining the Minimum Death Benefit for purposes other than payment of the Insurance Benefit, the Policy Value and above defined Cash Surrender Value are determined as of the current Business Day. The Minimum Death Benefit Factors are shown in Section 2. However, at no time will the Minimum Death Benefit be less than the amount required to maintain qualification of this policy as a life insurance contract for federal income tax purposes. If you elect the Cash Value Accumulation Test as the Life Insurance Qualification Test, we reserve the right to modify the Minimum Death Benefit Factors shown in Section 2, retroactively if necessary, to maintain qualification of this policy as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of this policy to the contrary.

To the extent that the Net Amount at Risk associated with the Minimum Death Benefit that results from this calculation exceeds our guidelines and limitations that may be in effect, we reserve the right to:

- (a) distribute to you a portion of the Policy Value such that the Net Amount at Risk associated with the resulting Minimum Death Benefit does not exceed our guidelines and limitations in effect; or
- (b) if we should decide to accept the additional Death Benefit, it will be subject to our normal underwriting practices including evidence of insurability.

7. INTEREST ON PROCEEDS

We will pay interest on the Insurance Benefit proceeds as stipulated by the state. If the state does not specify the interest rate, we will use the rate for insurance benefits left on deposit with us.

8. PREMIUMS

The Minimum Initial Premium is shown in Section 1. No insurance will take effect under this policy until our underwriters approve issuance of this policy and the conditions specified in the application form have been satisfied, including receipt of at least the Minimum Initial Premium at our Service Office. In the event the Issue Date is later than the Policy Date, the Minimum Initial Premium due will be the Minimum Initial Premium shown in Section 1, plus an additional amount which is equal to the Minimum Initial Premium multiplied by the number of intervening Processing Dates.

Subsequent premiums can be paid at any time at our Service Office, and in any amount subject to the limits described below. On request, we will give you a receipt signed by one of our officers.

If coverage under the policy takes effect in accordance with the provisions of the application, we will process any premium payment as of the end of the Business Day the payment is received at our Service Office, subject to the limitations of the Life Insurance Qualification Test elected by you and to our maximum limits then in effect, unless one of the following exceptions applies:

- (a) We will process a payment received prior to the Policy Date as if received on the Policy Date.
- (b) We will process the portion of any premium payment for which we require evidence of the Life Insured's continued insurability on the first Business Day after we have received such evidence and found it satisfactory to us.
- (c) If our receipt of any premium payment (or portion thereof) would cause the policy not to qualify as a "life insurance contract" under the federal income tax laws, we will not process such payment or portion. However, in the case of certain other tax situations, we will process the payment (or portion thereof) on the first Business Day after we have received satisfactory written instructions from you.

8. PREMIUMS (continued)

You may pay premiums until the Life Insured reaches Age 121, at which time Monthly Deductions cease and no further premiums may then be paid as described in Section 13.

If any premium payment would result in the Minimum Death Benefit exceeding the Face Amount, we reserve the right to either refund the premium or to require additional underwriting, including evidence of insurability for any increase in the Minimum Death Benefit.

Continuation of Insurance Upon Discontinuance of Premium Payments

If you discontinue paying premiums, we will continue taking the Monthly Deductions from the Policy Value. Your insurance coverage will continue subject to the Death Benefit Protection, Grace Period, and Policy Termination provisions in Sections 9, 10 and 11.

9. DEATH BENEFIT PROTECTION

Your policy includes a Death Benefit Protection feature for a maximum coverage period of up to the Life Insured's attained Age 121.

This feature prevents your policy from going into default provided that the Net Death Benefit Protection Value is greater than zero. However, this feature will not prevent your policy from going into default if the Policy Debt is greater than zero and exceeds the Policy Value.

Net Death Benefit Protection Value

This is an amount equal to the Death Benefit Protection Value, as described below, less Policy Debt.

Death Benefit Protection Value

This is a reference value only. It is determined in the same way that your Policy Value is determined, as described in Section 14, Policy Value and Section 15, Loan Account and Guaranteed Interest Account, except that:

- (a) the Premium Charge applied to premiums paid will be the Death Benefit Protection Premium Charge shown in Section 1;
- (b) the Administrative Charge and Contract Charge deducted monthly from the Policy Value will be the Death Benefit Protection Administrative Charge and Death Benefit Protection Contract Charge shown in Section 1;
- (c) the Net Premium, after any deductions due are taken, is applied to the Death Benefit Protection Value retroactive to the beginning of the Policy Month in which the premium is received and Death Benefit Protection Interest credits are recalculated;
- (d) the Death Benefit Protection Value will be credited with the Death Benefit Protection Interest Rate shown in Section 1;
- (e) the rates used in calculating the Cost of Insurance for the Death Benefit Protection Value are replaced with the Death Benefit Protection Rates shown in Table 1 or Table 2 in Section 2. Table 1 rates will apply except when the Net Death Benefit Protection Value is not greater than the next Monthly Deduction as modified by this section. Table 2 rates will then be in effect as of that date and will continue in effect until any subsequent Policy Anniversary on which the Net Death Benefit Protection Value is greater than zero, at which time it will revert back to the Table 1 rates; and
- (f) the Net Amount at Risk used in calculating the Cost of Insurance charge for the Death Benefit Protection Value is:
 - I. is the sum of the Face Amount and the death benefit payable under any supplementary benefit rider divided by the Death Benefit Discount Factor shown in Section 1;
 - II. minus the Death Benefit Protection Value (if Death Benefit Option 1 has been elected).

The Death Benefit Protection Value is not used in determining the actual Policy Value, Cash Surrender Value or Insurance Benefit provided by this policy.

Default of the Death Benefit Protection Feature

This feature will go into default at the beginning of any Policy Month in which the Net Death Benefit Protection Value goes to zero or below.

9. DEATH BENEFIT PROTECTION (continued)

Death Benefit Protection Feature Grace Period

We will allow 61 days from the date this feature goes into default for you to pay the amount that is required to bring the feature out of default. At least 30 days prior to termination of the feature, we will send a notice to your last known address, specifying the amount you must pay to bring the feature out of default. If we have notice of a policy assignment on file at our Service Office, we will mail a copy of the notice of the amount due to the assignee on record.

Death Benefit Protection Default Payment

The amount required to bring this feature out of default is an amount equal to (i) plus (ii) plus (iii) where:

- (i) is amount necessary to bring the Net Death Benefit Protection Value to zero if it is less than zero, at the date of default;
- (ii) is the Monthly Deductions, as modified by the Death Benefit Protection Value section, due on the date of default, plus the next two such Monthly Deductions;
- (iii) is the applicable Death Benefit Protection Premium Charge.

If the amount necessary to bring this feature out of default is not paid by the end of the grace period for this feature, then this feature will terminate.

Termination of the Death Benefit Protection Feature

This feature terminates at the earliest of:

- (a) the end of the grace period for which you have not paid the amount necessary to bring this feature out of default;
- (b) the date your policy terminates.

This feature cannot be reinstated after it terminates.

10. GRACE PERIOD

Default

The policy and any Supplementary Benefit riders will go into default if, at the beginning of any Policy Month the Net Cash Surrender Value is less than or equal to zero after we take the Monthly Deductions that are due for that month.

Grace Period Duration

We will allow 61 days from the date the policy goes into default, for you to pay the amount that is required to bring the policy out of default. At least 30 days prior to termination of coverage, we will send notice to your last known address, specifying the amount you must pay to bring the policy out of default. If we have notice of a policy assignment on file at our Service Office, we will also mail a copy of the notice of the amount due to the assignee on record.

Default Payment

The amount required to bring the policy out of default, referred to as the Default Payment, is the lesser of (a) or (b) where:

- (a) is an amount equal to (i) plus (ii) plus (iii) where:
 - (i) is the amount necessary to bring the Net Cash Surrender Value to zero if it is less than zero, at the date of default;
 - (ii) is the Monthly Deductions due on the date of default, plus the next two such Monthly Deductions;
 - (iii) is the applicable Premium Charge.
- (b) is the Death Benefit Protection Default Payment as described in Section 9.

When payment is received, any expense charges which are past due and unpaid will be immediately deducted from the Net Policy Value. If the Default Payment has not been paid by the end of the grace period, the policy will terminate. If the Life Insured dies during the grace period, then we will deduct from the Insurance Benefit proceeds all Monthly Deductions due and unpaid as of the date of the Life Insured's death. No Insurance Benefit under the policy or any Supplementary Benefit riders will be in effect after the policy terminates.

11. POLICY TERMINATION

This policy terminates on the earliest of the following events:

- (a) the end of the grace period for which we have not received the amount necessary to bring the policy out of default;
- (b) surrender of the policy for its Net Cash Surrender Value; or
- (c) the death of the Life Insured.

12. REINSTATEMENT

If the policy terminates at the end of a grace period in which you did not make a required payment, the policy may be reinstated within 3 years from the date of default. The policy cannot be reinstated if it has been surrendered for its Net Cash Surrender Value.

The requirements for reinstatement are as follows:

- (1) we must receive written request for reinstatement;
- (2) reinstatement is subject to our normal underwriting practices, including evidence of insurability for the Life Insured, and for any insureds covered under any Supplementary Benefit rider that you wish to reinstate;
- (3) we must receive at our Service Office a premium equal to the amount that was required to bring the policy out of default immediately prior to termination, plus the amount needed to keep the policy in force for the next 3 Policy Months.

Requirements (2) and (3) must be satisfied within 60 days after the date we receive written request for reinstatement.

If we approve your request,

- (a) the reinstatement date will be the date we receive the required payment at our Service Office;
- (b) the Face Amount will be reinstated to the same amount it was on the date the policy terminated;
- (c) any Surrender Charge will be reinstated to the amount it was at the date of default;
- (d) the remaining Surrender Charge Period, if any, will be the same as on the date of default;
- (e) the Policy Value on the date of reinstatement, prior to the crediting of any Net Premium paid on the reinstatement, will be equal to the Policy Value on the date the policy terminated.

The Suicide and Incontestability provisions will apply from the effective date of reinstatement. If the policy has been in force for two years during the lifetime of the Life Insured, it will be contestable only as to statements made in the reinstatement application.

13. COVERAGE AT AND AFTER AGE 121

Provided the policy is in force at and after the Life Insured reaches Age 121 we will continue the policy subject to the stipulations stated below.

Death Benefit

The Death Benefit will be determined in the same respect as specified in Section 6.

Premiums and Monthly Deductions

We will not accept any further premium payments. We will cease to take Monthly Deductions for charges listed in Section 1.

Credited Interest

We will continue to credit interest monthly to your Policy Value.

Policy Debt and Default

Loans will continue to be allowed. Loan interest will continue to be charged if there is an outstanding loan. Loan repayments will be accepted as well as any amounts required to keep this policy in force. The policy will go into default at any time the Policy Debt exceeds the Policy Value, and Section 10, Grace Period, and Section 16, Loans, will apply.

Withdrawals

Withdrawals will not be allowed.

Persistency Credit

Persistency Credit will cease.

14. POLICY VALUE

Net Premiums Added

When we receive your premium payments at our Service Office, we deduct a Premium Charge which will not exceed the amount shown in Section 1 and add the balance remaining (the Net Premium) to your Policy Value. We will do this before we take any deductions due on that Business Day. However, we will add any Net Premiums received before the Policy Date to your Policy Value as of the Policy Date.

While a loan exists, we will treat the amounts you pay as premiums unless you request in writing that they be treated as loan repayments. If you instruct us in writing to do so, we will first deduct from such payments the amount of accrued interest on loans and then deduct the amount specified as a loan repayment before applying any balance remaining as a premium payment.

Monthly Deductions

A deduction is due and will be taken from your Policy Value as of the Policy Date and as of each applicable subsequent Processing Date. Monthly Deductions are calculated from the Policy Date. If, at your request, we set the Policy Date to a date which precedes the date on which we receive the initial premium, Monthly Deductions due for the period prior to receipt of the initial premium will be taken on the later of the date we receive the initial premium and the date our underwriters approve issuance of this policy.

Monthly Deductions are due until the Policy Anniversary on which the Life Insured reaches Age 121 at which time we will cease to take any further Monthly Deductions as described in Section 13.

The Monthly Deductions for any Policy Month that will be deducted from the Policy Value consists of charges (a) through (e) listed below, where:

- (a) is the Administrative Charge;
- (b) is the Contract Charge;
- (c) is the sum of the charges for riders which are part of the policy, if any, provided such charges are deducted from the Policy Value and are not part of the Cost of Insurance Charge;
- (d) is the sum of all charges for Additional Ratings, if applicable; and
- (e) is the Cost of Insurance Charge, as described below.

Persistency Credit

On each monthly Processing Date beginning in Policy Year 11, we will determine a Persistency Credit that will be added to your Policy Value. The Persistency Credit is guaranteed to be no less than 0.025% of your Net Policy Value.

Cost of Insurance Charge

The rates for the Cost of Insurance Charge, as of the Policy Date are based on the Life Insured's Sex (if issued on a sex distinct basis), Age, Risk Classification, and duration that the coverage has been in force and any Supplementary Benefit riders, if applicable.

The Cost of Insurance Charge for a specific Policy Month is the charge for the Net Amount at Risk, including any Additional Ratings and any Supplementary Benefit riders which are part of the policy where charges are deducted from the Policy Value and are based on the Net Amount at Risk. The charge for the Net Amount at Risk is an amount equal to the per dollar cost of insurance rate for that month multiplied by the Net Amount at Risk. The Cost of Insurance rate will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Monthly Rates at any Age are shown in Section 2 as a rate per \$1,000 of Net Amount at Risk. To get the maximum rate per dollar, the rate shown must be divided by 1,000. Each Cost of Insurance Charge is deducted in advance of the applicable insurance coverage for which we are at risk.

The Cost of Insurance calculation will reflect any adjustment for the Minimum Death Benefit.

Periodically, we review our Cost of Insurance rates, and may re-determine Cost of Insurance rates at that time on a basis that does not discriminate unfairly within any class of lives insured. These rates however, will never exceed the Maximum Monthly Rates shown in Section 2.

Net Amount at Risk

The Net Amount at Risk is the amount determined by subtracting (a) from the greater of (b) or (c) where:

- (a) is the Policy Value at the end of the immediately preceding Business Day less all charges due on the Policy Date or subsequent Processing Date;
- (b) is the Face Amount divided by the Death Benefit Discount Factor shown in Section 1, plus the Policy Value if Death Benefit Option 2 has been elected for this policy; and
- (c) is the amount defined in (a) multiplied by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in Section 2.

14. POLICY VALUE (continued)

If this policy includes a death benefit payable under any Supplementary Benefit riders which are part of this policy, where charges are deducted from the Policy Value and are based on the Net Amount at Risk, the cost of insurance charge for this death benefit is the monthly cost of insurance rate for this benefit, multiplied by the sum of (a) and (b) where:

- (a) is the amount of the death benefit coverage, divided by the Death Benefit Discount Factor shown in Section 1 of the policy, minus the amount by which the Policy Value exceeds the Face Amount of the policy divided by the Death Benefit Discount Factor, if any; and
- (b) is the amount by which the Minimum Death Benefit exceeds the sum of the Face Amount and the death benefit coverage under such Supplementary Benefit rider divided by the Death Benefit Discount Factor, if any.

Other Deductions

We will deduct a Surrender Charge, as detailed in Section 5 and Section 17, if during the Surrender Charge Period:

- (a) you surrender this policy for its Net Cash Surrender Value;
- (b) you make a partial withdrawal of the Net Cash Surrender Value;
- (c) you request reductions in the Face Amount that exceed the Partial Surrender Charge Decrease Exemption;
- (d) you do not pay an amount due at the end of the grace period as described in Section 10, and your policy terminates.

15. LOAN ACCOUNT AND GUARANTEED INTEREST ACCOUNT

The Policy Value at any time is equal to the sum of the values you have in the Loan Account and the Guaranteed Interest Account.

Loan Account Value

The amount you have in the Loan Account at any time equals:

- (a) amounts transferred to it for loans or borrowed loan interest; plus
- (b) interest credited to it; less
- (c) amounts transferred from it for loan repayment.

For details regarding the Loan Account, see Section 16.

Guaranteed Interest Account Value

The amount you have in the Guaranteed Interest Account at any time equals:

- (a) Net Premiums allocated to it; plus
- (b) amounts transferred to it for loan repayments; plus
- (c) Persistency Credit amounts applied to it; plus
- (d) interest credited to it; less
- (e) amounts deducted from it; less
- (f) amounts transferred from it for loans; less
- (g) amounts withdrawn from it.

We will determine the rate or rates of interest to be credited to the Guaranteed Interest Account. Interest will be credited no less frequently than annually. Interest is nonforfeitable after crediting. The rate or rates of interest will be determined prospectively and will be based on our expectations for the Guaranteed Interest Account's future investment earnings, persistency, mortality, expense and reinsurance costs and future tax, reserve, and capital requirements, but in no event will the credited interest rate be less than the Guaranteed Interest Account Annual Rate shown in Section 1. The rate or rates of interest will be determined on a uniform basis for life insureds with the same timing and amount of premium, same amount of Policy Debt, and whose policies have been in force for the same length of time. For all transactions, interest is calculated from the date of the transaction.

16. LOANS

At any time while this policy is in force and there is Available Loan Value, you can get a loan by written request. Each loan must be for at least the Minimum Loan Amount shown in Section 1. We may require a loan agreement from you as the policy is the only security for the loan. We may defer loans as provided by law or as provided in Section 24. Loans may not be made if the policy is in the grace period as described in Section 10.

Available Loan Value

The Available Loan Value is a projection of the Net Cash Surrender Value we make at the time you inquire about or apply for a loan. It is based on the assumption that no further premiums are paid and no withdrawals are made for the rest of the Policy Year. The projection will be made by subtracting the Monthly Deductions for the rest of the Policy Year and adding expected interest credits at the Guaranteed Interest Account Annual Rate. The resulting amount is reduced by expected loan interest charges at the current annual rate then being charged which would be due at the end of the Policy Year.

In no event, however, will the Available Loan Value be less than 90% of the Net Cash Surrender Value. Values will be determined, subject to Section 24, as of the end of the Business Day on which the loan application is received at our Service Office.

Loan Account

When you take out a loan, or when loan charges are borrowed, we will transfer amounts from the Guaranteed Interest Account into the Loan Account. Amounts we transfer into the Loan Account cover the loan principal.

Interest is credited to the Loan Account and interest is also charged on the Policy Debt, as described in the Loan Interest Charged and Loan Interest Credited provisions.

Loan Interest Charged

The loan interest rate is variable. It will be set each year at your Policy Anniversary and it will not change during the year.

The loan interest rate charged will not exceed the greater of (a) or (b), where:

- (a) is the Guaranteed Interest Account Rate shown in Section 1 plus 1% per annum; and
- (b) is the Moody's Corporate Bond Yield Average-Monthly Average Corporates for the calendar month ending two months before the beginning of the month in which your Policy Anniversary falls. For example, if your Policy Anniversary is in April; we would use the Average for January.

If the maximum is at least one-half of one percent smaller than the rate we have set for the previous Policy Year, we will reduce the rate to a rate no more than that maximum. If the maximum is at least one-half of one percent greater than the rate we have set for the previous Policy Year, we will increase the rate to a rate no more than that maximum.

Moody's Corporate Bond Yield Average-Monthly Average Corporates referred to above is published in the United States by Moody's Investors Service, Inc. In the event it is no longer published, we will use a similar average published by another United States bond rating agency.

Interest will accrue daily on loans. Loan interest will be payable on each Annual Processing Date and on the date the loan is settled. Accrued interest may be paid at any time at the equivalent effective rate. In the event that you do not pay the loan interest charged in any Policy Year, it will be borrowed against the policy and added to the Policy Debt in arrears at the Policy Anniversary.

We will increase the Loan Interest Rate at any time we determine that the rate being charged could cause a loan to be taxable under any applicable ruling, regulation, or court decision. In such case, we will increase the Loan Interest Rate to an amount that we determine would result in the transaction being treated as a loan under federal tax law.

Loan interest will continue to be charged, as described in Section 13, when Monthly Deductions and premium payments cease at the Life Insured's Age 121.

Loan Interest Credited

Loan interest will accrue daily to amounts in the Loan Account. The effective loan interest rate credited is the difference between the effective loan interest rate charged and the Loan Interest Credited Differential. The difference, in terms of dollars, is the cost of keeping a loan. The differential will not exceed the Maximum Loan Interest Credited Differential shown in Section 1.

16. LOANS (continued)

Loan Repayment

You may repay the Policy Debt in whole or in part at any time prior to the death of the Life Insured and while the policy is in force. When you make a loan payment or repay a loan, we will transfer an amount equal to the amount received, less the Loan Interest Credited Differential multiplied by such amount received, from the Loan Account to the Guaranteed Interest Account.

Subject to any rider, endorsement, or other provisions, while a loan exists, we will treat any amounts you pay as premiums, unless you request in writing that they be treated as loan repayments.

17. SURRENDERS AND WITHDRAWALS

Surrender of the Policy

You may surrender this policy upon written request for its Net Cash Surrender Value at any date prior to the death of the Life Insured. We will determine the Net Cash Surrender Value on the Surrender Date. We will process the request and pay the Net Cash Surrender Value only if we have not received due proof that the Life Insured died prior to the Surrender Date. After we receive your written request to surrender the policy, no insurance will be in force. If you surrender the policy during the Surrender Charge Period, we will deduct a Surrender Charge from your Policy Value in calculating the Net Cash Surrender Value. The Surrender Charge and Surrender Charge Period are shown in Section 1.

Withdrawals

Once per Policy Month after the first Policy Year, you may request a withdrawal of part of the Net Cash Surrender Value if available. Withdrawals are subject to the following conditions:

- (a) without our approval, each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
- (b) after the withdrawal, the remaining Net Cash Surrender Value must be at least equal to 3 times the Monthly Deductions at the time of the withdrawal;
- (c) we will process the withdrawal, thereby reducing the Policy Value, as of the end of the Business Day on which we receive your written request;
- (d) we will reduce the amount of the withdrawal if the amount is not sufficient to pay the withdrawal plus any pro-rata Surrender Charge; and
- (e) we will reduce the amount of the withdrawal if it would otherwise cause the Face Amount to fall below the lesser of \$100,000, or the Face Amount at issue.

At the time of the withdrawal, we will deduct a pro-rata Surrender Charge from the Policy Value if the withdrawal occurs during the Surrender Charge Period. The pro-rata Surrender Charge will equal (a) divided by (b), multiplied by (c) where:

- (a) is the amount of the withdrawal;
- (b) is the Net Cash Surrender Value prior to the withdrawal; and
- (c) is the total current Surrender Charge prior to the withdrawal.

The Surrender Charge will be reduced by the amount of any pro-rata Surrender Charge imposed. We will inform you of the remaining Surrender Charge.

If Death Benefit Option 1 is in effect at the time of the withdrawal, the Face Amount of the policy will be reduced:

- (a) by the amount of the withdrawal, if at the time of the withdrawal the Death Benefit equals the Face Amount; otherwise
- (b) by the amount, if any, by which the withdrawal (including any applicable pro-rata Surrender Charge) exceeds the difference between the Minimum Death Benefit and the Face Amount, divided by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in the Table of Rates in Section 2.

17. SURRENDERS AND WITHDRAWALS (continued)

If Death Benefit Option 2 is in effect, an amount equal to any withdrawal (including any applicable pro-rata Surrender Charge) will be deducted from the Policy Value. Withdrawals will not affect the Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 13.

A withdrawal requested in Policy Year 2 will not be subject to a Surrender Charge to the extent that the proceeds are applied to repay all or a portion of a loan (plus interest) that existed on the policy as of the Issue Date.

18. OWNER AND BENEFICIARY

Until the Life Insured's death, with the written consent of any irrevocable beneficiaries, you can receive any amount payable under the policy and exercise all rights and privileges granted by the policy.

Change of Owner

Until the Life Insured's death, you can change the ownership of the policy by written request. The change will take effect as of the date you signed the written request. It will not apply to any payments we made or any action we may have taken before we received your written request.

Trustee Owner

Should the owner be a trustee, payment to the trustee(s) of any amount to which the trustee(s) is (are) entitled under the policy, either by death or otherwise, will fully discharge us from all liability under the policy to the extent of the amount so paid.

Joint Ownership

Two or more owners will own the policy as joint tenants with right of survivorship, unless otherwise requested on the application or in any subsequent assignment of the policy. On death of any of the owners, the deceased owner's interest in the policy passes to the surviving owner(s).

Successor Owner

If an owner dies prior to the death of the Life Insured, a named successor owner will, if then living, have all the owner's rights and interest in the policy. The owner, with the consent of any irrevocable beneficiary, can cancel or change the designation of successor owner prior to the death of the Life Insured by agreement in writing with us.

The following four provisions will apply unless there is a beneficiary designation in force that provides otherwise.

Beneficiary Classification

You can appoint beneficiaries for the Insurance Benefit in three classes: primary, secondary, and final. Beneficiaries in the same class will share equally in the Insurance Benefit payable to them.

Payment to Beneficiaries

We will pay the Insurance Benefit:

- (a) to any primary beneficiaries who are alive when the Life Insured dies; or
- (b) if no primary beneficiary is then alive, to any secondary beneficiaries who are then alive; or
- (c) if no primary or secondary beneficiary is then alive, to any final beneficiaries who are then alive.

Change of Beneficiary

Until the Life Insured's death, you can change the beneficiary by written request unless you make an irrevocable designation. We are not responsible if the change does not achieve your purpose. The change will take effect as of the date you signed such request. It will not apply to any payments we made or any action we may have taken before we received your written request.

Death of Beneficiary

If no beneficiary is alive when the Life Insured dies, the Insurance Benefit will be payable to you; or if you are the Life Insured, to your estate. Unless otherwise provided, if a beneficiary dies before the seventh day after the death of the Life Insured, we will pay the Insurance Benefit as if the beneficiary had died before the Life Insured.

19. ASSIGNMENT

Your interest in this policy may be assigned with the written consent of any irrevocable beneficiary. Your interest, any interest of the Life Insured and of any revocable beneficiary shall be subject to the terms of the assignment, but such assignment shall not affect the interest of any irrevocable beneficiary.

We will not be on notice of any assignment unless it is in writing, nor will we be on notice until a duplicate of the original assignment has been filed at our Service Office. We assume no responsibility for the validity or sufficiency of any assignment.

20. MISSTATEMENTS

If the sex (if issued on a sex distinct basis) or age of the Life Insured was misstated in the application, we will, if necessary, change the Face Amount and every other benefit to that which would have been purchased at the correct sex (if issued on a sex distinct basis) or age by the most recent Cost of Insurance Charge.

21. SUICIDE

If the Life Insured commits suicide, while sane or insane, within 2 years from the Issue Date, the policy will terminate on the date of such suicide and we will pay (in place of all other benefits, if any) an amount equal to the premiums paid less the amount of any Policy Debt on the date of death and less any withdrawals.

If the Life Insured commits suicide, while sane or insane, after 2 years from the Issue Date and within 2 years from the effective date of any increase in the Face Amount requiring evidence of insurability, and such increase resulted from any payment of premium we are authorized to refuse under Section 4, the benefits payable under the policy will not include the amount of such increase, but will include the amount of premium that pertains to the increase.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

22. INCONTESTABILITY

This policy shall be incontestable after it has been in force during the lifetime of the Life Insured for two years from the Issue Date, except for fraud or policy termination, or any provision for reinstatement or policy change requiring evidence of insurability.

In the case of any policy change requiring evidence of insurability, the contestable period shall be two years from the effective date of such policy change. Any premium payment which we accept subject to insurability, and any increase in the Death Benefit resulting from such payment, shall be considered a policy change for purposes of this Section.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

23. THE CONTRACT

The written application for the policy is attached at issue. The entire contract between the applicant and us consists of the policy, such application, and any riders and endorsements. However, additional written requests or applications for policy changes or acceptance of excess payment may be submitted to us after issue and such additional requests may become part of the policy. All statements made in any application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the Life Insured to defend a claim under the policy unless it is in a written application.

An exchange of this policy for a new policy on a different plan may be made by agreement between you and us in accordance with our published rules in effect at that time.

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

24. RIGHT TO POSTPONE PAYMENT OF BENEFITS

Except when used to pay premiums on policies you have with us, we reserve the right to postpone the payment of Net Cash Surrender Value, withdrawals, and policy loans, for up to six months after we receive such written request.

25. CLAIMS OF CREDITORS

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

26. REPORTS TO OWNER

Within 30 days after each Policy Anniversary, we will send you a report at no charge showing:

- (a) the beginning and end dates of the current report;
- (b) the Death Benefit at the end of the current report period;
- (c) the amounts credited or debited to the Policy Value during the current period, identified by type;
- (d) the Loan Account balance, if any, at the end of the current report period;
- (e) the Cash Surrender Value, if any, at the end of the current report period;
- (f) the Policy Value, if any, at the beginning and at the end of the current report period;
- (g) a notice stating that unless premium payments are made, assuming guaranteed interest, mortality and expense charges, the Net Cash Surrender Value will not be sufficient to maintain the policy in force until the end of the next reporting period; and
- (h) any further information required by law.

Upon request, we will provide you with a report of projected future values. We will provide one report annually without charge. For additional reports you request, we reserve the right to charge a reasonable fee, not to exceed \$50.

27. HOW VALUES ARE COMPUTED

We provide Cash Surrender Values that are at least equal to those required by law. We base minimum Cash Surrender Values on the gender distinct (the 2001 CSO Sex and Smoker Distinct U ANB Mortality Table) or unisex (the 2001 CSO (80) Smoker Distinct U ANB Mortality Table) table, with substandard ratings as applicable. The Maximum Monthly Cost of Insurance rates are no greater than those derived from the appropriate gender distinct or unisex tables named above. Reserves will be at least as great as the minimum required by law.

A detailed statement of the method of computing the values of this policy has been filed with the insurance department of the state shown in Section 1.

Communications about this policy may be sent to the Company's Service Office, which is currently at [197 Clarendon Street, Boston Massachusetts 02116-5010. Our toll-free number is 1-800-387-2747].

Flexible Premium Universal Life Insurance Policy
Adjustable Death Benefit
Benefit payable on Life Insured's death
Flexible premiums payable to Age 121 during the Life Insured's lifetime
Non- Participating (Not eligible for dividends)

SERFF Tracking Number: MANU-126838056 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 47101
 Company Tracking Number: 11PROUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 11PROUL
 Project Name/Number: 11PROUL/11PROUL

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: readability cert ar.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Attachment: NB5000AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: SOV 11PROUL.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certificate of Compliance with Standard Non-Forfeiture and Valuation		
Comments:		
Attachment: AR - actcert re valuation and nonforfeiture ar.pdf		

	Item Status:	Status

SERFF Tracking Number: MANU-126838056 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 47101
Company Tracking Number: 11PROUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 11PROUL
Project Name/Number: 11PROUL/11PROUL

Date:

Satisfied - Item: Compliance Certification re Unfair
Sex Discrimination

Comments:

Attachment:

AR - cert re Reg19 unfair sex dis. ar.pdf

Item Status:

Status

Date:

Satisfied - Item: Compliance Certification re Ark.
Code Ann. 23-79-138 and
Regulation 49

Comments:

Attachment:

AR - compcert 23-79-138 reg 49 ar.pdf

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

**READABILITY CERTIFICATE
FOR THE STATE OF ARKANSAS**

I, Helene Landow, an officer of JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), hereby certify that the form listed below has the following readability score as calculated by the Flesch Reading Ease Test and that this form meets the requirements of your readability legislation.

FORM NUMBER

11PROUL

READABILITY SCORE

44

October 20, 2010
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance



Service Office:
Life New Business
197 Clarendon Street
Boston MA 02116-5010

Application for Life Insurance
John Hancock Life Insurance Company (U.S.A.)
(hereinafter referred to as The Company)

Print and use black ink. Any changes must be initialed by the Proposed Life Insured(s) and Owner.

PROPOSED LIFE INSURED(S) LIFE ONE

1. a) Name JOHN M. DOE
First Middle Last

b) Date of Birth OCT 04 1967 c) Sex M F
month day year

d) Place of Birth ANYTOWN USA
State Country

e) Citizenship U.S. Other

f) Social Security Number (SSN), if applicable 1 2 3 4 5 6 7 8 9

g) Driver's License No. 1234567890 State AS

h) Primary Residence 1999 MARCH STREET
Address - Street No. & Name Apt. No.
ANYTOWN, ANystate 12345
City State Zip Code

i) Years at this Address 5

j) Tel. Nos. 905 123-4567 905 123-4567
Home Business

k) If you live at your primary residence less than 6 months per year, provide the address for your secondary residence.
 Secondary Residence 1999 APRIL STREET
Address - Street No. & Name Apt. No.
ANYTOWN, ANystate 23456
City State Zip Code

l) Years at this Address 5

m) Occupation COMPANY PRESIDENT
ABC COMPANY
Name of Employer

LIFE TWO (Survivorship)

2. a) Name _____
First Middle Last

b) Date of Birth _____ c) Sex M F
month day year

d) Place of Birth _____
State Country

e) Citizenship U.S. Other

f) Social Security Number (SSN), if applicable _____

g) Driver's License No. _____ State _____

h) Primary Residence _____
Address - Street No. & Name Apt. No.

City State Zip Code

i) Years at this Address _____

j) Tel. Nos. _____
Home Business

k) If you live at your primary residence less than 6 months per year, provide the address for your secondary residence.
 Secondary Residence _____
Address - Street No. & Name Apt. No.

City State Zip Code

l) Years at this Address _____

m) Occupation _____
Name of Employer

OWNER – Complete only if Owner is other than Proposed Life Insured(s)

If Trust Owner, complete questions 3. a), d) and e) and Trust Certification PS5101.

Trust Agreement may be required.
 Provide all details as above for other Owner in Special Requests on Page 4.

3. a) Name _____

b) Date of Birth _____ c) Relationship to Proposed Life Insured(s) _____ d) Social Security/Tax ID Number, if applicable _____
month day year

e) Address _____
Street No. & Name Apt. No. City State Zip Code

4. Multiple Owners
 Type of ownership Joint with right of survivorship Tenants in common

BENEFICIARY INFORMATION – Subject to change by Owner

List additional beneficiaries in Special Requests on Page 4.

5. a) Name JAMES M. DOE Primary SON 100 %
First Middle Last Relationship to Proposed Life Insured(s) Percentage

b) Name _____ Primary _____ %
First Middle Last Relationship to Proposed Life Insured(s) Percentage
 Secondary _____ %
Relationship to Proposed Life Insured(s) Percentage

EXISTING AND PENDING INSURANCE

If more space is required attach additional page that has been signed and dated by Owner if necessary.

6. a) Provide information for each policy in force on the Proposed Life Insured(s) with all companies, including any policy that has been sold, assigned, or settled to or with a settlement or viatical company or any other person or entity. **NOT APPLICABLE**

Proposed Life Insured	Company	Insurance		Issue Date			To Remain in Force?		Amount Including Riders
		Personal	Business	month	day	year	Yes	No	
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$

- b) Have you ever had an application for life insurance declined, postponed, rated substandard or offered with a reduced face amount?

Life One No Yes – give details _____

Life Two No Yes – give details _____

- c) Including this application, total insurance currently applied for with all companies (**not including informal inquiries**). Provide name of Life Insurance Company and amount applied for.

Life One		Life Two	
Company	Amount Including Riders	Company	Amount Including Riders
JOHN HANCOCK	\$ 100,000		\$
	\$		\$
	\$		\$

- d) Of the total amount applied for in c) above including this application, what is the maximum that you will accept?

Life One	Life Two
\$ 100,000	\$

JUVENILE INSURANCE

Complete e) & f) if juvenile insurance is applied for.

- e) Are all siblings equally insured? Yes No

- f) Amount of life insurance currently in force or pending on parent(s)/guardian(s)? \$ _____

If none, provide reason. _____

REPLACEMENTS – OWNER

7. Are there any existing life insurance and/or annuity policies owned by the Owner (including existing policies in the process of being lapsed or surrendered)?

Yes No If 'Yes', please complete the **IMPORTANT NOTICE: Replacement of Life Insurance or Annuities (Model Regulation), NB5011**.

FINANCIAL QUESTIONS

Copies of financial statements, estate analyses, contractual agreements may be required.

8. Is there, or are you considering entering into, an understanding or agreement providing for any person or entity, other than the Owner and beneficiaries specified in this application, to have any right, title or other legal or beneficial interest in any policy issued on the life of the Proposed Life Insured(s) as a result of this application?

No Yes - If 'Yes', provide details _____

9. Have you been offered any money or other considerations by any person or entity in connection with this application?

No Yes - If 'Yes', provide details _____

- 10.a) What is the source of the premiums for the policy(ies) currently applied for? **SELF FUNDED**

- b) Will the Owner be receiving funding for the premiums from an individual and/or entity other than the Proposed Life Insured(s) or the Proposed Life Insured's employer?

Yes - If 'Yes', answer question 11 below.

No - If 'No', proceed to question 12.

- 11.a) Will the premiums be financed through a loan?

No - If 'No' describe the funding arrangement _____

Yes - If 'Yes' provide the loan details in question 11 b), c), d), e) and f) below.

- b) What is the annual interest rate? _____ %

- c) In addition to repayment of principal and interest, are there other fees, charges or other consideration to be paid?

No Yes - If 'Yes', provide details _____

FINANCIAL QUESTIONS continued

Copies of financial statements, estate analyses, contractual agreements may be required.

11. d) What is the duration of the loan? _____
 e) Who is the lender? _____
 f) What amount and type of collateral is required to secure the loan? \$ _____
Amount Type of Collateral
12. a) What is the purpose of this insurance? _____
(e.g. estate conservation, buy-sell, keyperson)
- | | Life One | Life Two |
|---|----------|----------|
| b) Gross annual earned income (salary, commissions, bonuses, etc.) | \$ _____ | \$ _____ |
| c) Gross annual unearned income (dividends, interest, gross real estate income, etc.) | \$ _____ | \$ _____ |
- d) Household net worth (combined) \$ _____
 e) In the last 5 years, has the Proposed Life Insured(s) or any business of which he/she is a partner/owner/executive had any major financial problems (bankruptcy, etc.)? Life One No Yes - give details _____
 Life Two No Yes - give details _____

BUSINESS FINANCIAL QUESTIONS

- | | Current Year | Previous Year | |
|---|--------------------------------------|---------------|--|
| Complete for ALL Business Insurance. | | | f) How was the amount applied for determined? _____ |
| Copies of financial statements may be required. | 13. a) Assets | \$ _____ | \$ _____ |
| | b) Liabilities | \$ _____ | \$ _____ |
| | c) Gross Sales | \$ _____ | \$ _____ |
| | d) Net Income | \$ _____ | \$ _____ |
| | e) Fair Market Value of the business | \$ _____ | \$ _____ |
| | | | g) What percentage of the business is owned by the Proposed Life Insured(s)? _____ % |
| | | | h) Are other partners/owners/executives insured or applying for life insurance with any company? <input type="checkbox"/> No <input type="checkbox"/> Yes - give details _____ |

LIFESTYLE QUESTIONS

Please provide details in No. 18 for 'Yes' answers to Lifestyle Questions.

14. Do you expect to travel outside the U.S. or Canada, or change your country of residence in the next 2 years?
15. a) Have you flown as a student pilot, licensed pilot, or crew member in any aircraft, including ultralight planes, in the last 2 years?
 If 'Yes', please complete **Aviation Questionnaire NB5009**.
- b) Have you engaged in any form of motor vehicle or power boat racing, sky diving/parachuting, skin or scuba diving, hang-gliding, mountain climbing, or any other hazardous activities in the last 2 years?
 If 'Yes', please complete **Avocation Questionnaire NB5010**.
16. a) Have you been cited for 2 or more moving violations within the last 2 years?
 b) Have you been cited for driving while intoxicated or while otherwise impaired?
17. In the last 10 years, have you been convicted of a felony offense?

Life One	Life Two
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

18.	Question No.	Life One	Question No.	Life Two

PRIMARY PHYSICIAN – PROPOSED LIFE INSURED(S)

LIFE ONE

19. Provide name and address of primary physician.

Name ARTHUR H SMITH
First Middle Last

Address 123 MAIN STREET
Street No. & Name Suite No.

ANYTOWN, ANYSTATE 12347
City State Zip Code

LIFE TWO

20. Provide name and address of primary physician.

Name _____
First Middle Last

Address _____
Street No. & Name Suite No.

City State Zip Code

INFORMATION REGARDING LAST MEDICAL CONSULTATION

LIFE ONE

- 21.a) Date of last visit to ANY doctor/physician JAN 15 2007
month day year
- b) Reason for visit ANNUAL CHECK-UP
- c) Diagnosis or outcome of visit _____
- d) Treatment/medication prescribed NONE
- e) Name of doctor/physician for above (check one)
 Primary doctor/physician
 Other doctor/physician (provide name and address)

First Middle Last

Street No. & Name Suite No.

City State Zip Code

LIFE TWO

- 22.a) Date of last visit to ANY doctor/physician _____
month day year
- b) Reason for visit _____
- c) Diagnosis or outcome of visit _____
- d) Treatment/medication prescribed _____
- e) Name of doctor/physician for above (check one)
 Primary doctor/physician
 Other doctor/physician (provide name and address)

First Middle Last

Street No. & Name Suite No.

City State Zip Code

23. Has a **John Hancock Medical Exam NB5033** been completed or will it be completed?
 If 'No', complete question 24 and Medical Certification below.
24. Have you ever used tobacco or nicotine products in any form (including cigarettes, cigars, cigarillos, a pipe, chewing tobacco, nicotine patches or gum)?
 If 'Yes', give details below.

Life One	Life Two
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Life One:				Date Last Used		
Product	Frequency	Current	Past	month	day	year
Cigarettes	_____ pack(s)/day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Cigars	_____ x /day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Other: _____	_____ x /day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

Life Two:				Date Last Used		
Product	Frequency	Current	Past	month	day	year
Cigarettes	_____ pack(s)/day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Cigars	_____ x /day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____
Other: _____	_____ x /day	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____

MEDICAL CERTIFICATION

Complete this section when submitting a medical examination form of another company in lieu of John Hancock Medical Exam NB5033.

25.

	Name of Proposed Life Insured	Name of Insurance Company	Date of Examination		
			month	day	year
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____

- a) To the best of your knowledge and belief, is the information in the examination true and complete as of the date this application is signed?

Life One	Life Two
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

COVERAGE APPLIED FOR

26. Complete the applicable **Coverage Details Form NB5007** (Universal Life), **NB5008** (Variable Life) or **NB5013** (Term & Traditional Life) for details of the policy being applied for, including Supplementary Benefits and other benefit options.

SPECIAL REQUESTS – Attach additional page if more space is required.

TEMPORARY LIFE INSURANCE AGREEMENT APPLICATION

Money may NOT be collected and the **Temporary Life Insurance Receipt and Agreement NB5004** may NOT be issued if:

1. questions 28 and 29 are answered Yes or left blank; or
2. the Proposed Life Insured(s) is under age 20 or over age 70; or
3. the amount applied for is more than \$10,000,000 (single life) or \$15,000,000 (survivorship).

27. Is coverage being applied for under the Temporary Life Insurance Agreement? Yes No

If 'Yes', answer questions 28 and 29.

28. Within the last 24 months, has the Proposed Life Insured(s) under this application:

- a) consulted a medical professional, been diagnosed with or been treated for or had treatment recommended by a member of the medical profession for any heart problem, stroke or cancer?
- b) consulted with or scheduled a consultation with a medical professional for any symptoms or medical concerns?
- c) received a recommendation from a medical professional for any consultation, testing, investigation or surgery that has not yet been completed?
- d) been declined for life insurance?

Life One	Life Two
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

29. Does the Proposed Life Insured(s) reside outside the United States more than 6 months per year?

PRE-AUTHORIZED PAYMENT PLAN

Attach voided
sample check.

30. Request for Pre-Authorized Payment Plan

Policy Number(s)	Name(s) of Person(s) Insured	First Bank Withdrawal Effective			Type of Payment and Amount	
		month	day	year	Premium	Loan

By completing this section, I hereby authorize and request The Company to draw checks (which may include withdrawals made electronically) monthly on my account to pay premiums, and/or repay loans on the policies listed above or any policies subsequently designated.

I understand and agree that:

- a) Such checks (which may include withdrawals made electronically) shall be drawn monthly to pay premiums falling due on the designated policies.
- b) While the Pre-Authorized Payment Plan is in effect, The Company will not give notices of premiums falling due on such policies.
- c) The Pre-Authorized Payment Plan may be terminated by the bank depositor or by written notice to The Company by the Owner. If the Pre-Authorized Payment Plan is terminated, premiums falling due thereafter shall be payable directly to The Company as provided in the policy.
- d) The first premium paid must be submitted by check.

DECLARATIONS

The Proposed Life Insured(s) and Owner (or Parent or Guardian) declare that the statements and answers in this application and any form that is made part of this application are complete and true.

In addition, I/we understand and agree that:

1. The statements and the answers in this application, which include coverage details and any supplemental form relating to health, aviation practices or lifestyle of the Proposed Life Insured(s), will become part of the insurance policy issued as a result of this application.
2. a) Any life insurance policy issued as a result of this application will be effective on the later of the date the first premium has been paid in full and the date the policy has been delivered, provided that since the date of the application there has been no deterioration in the insurability of the Proposed Life Insured(s), no changes in the lifestyle of the Proposed Life Insured(s), no change in the financial circumstances of the Owner, and nothing has occurred that would require a change to any statement or answer in any part of this application in order to make the statement or answer true and complete as of the date the policy becomes effective. If there has been a deterioration in insurability: i) if there is no Temporary Life Insurance Agreement (TIA) coverage, the policy will not be put into effect, and ii) if there is TIA coverage and the TIA has not ended, the policy will be put into effect but only to the limit of the TIA coverage amount.
 - b) If premiums are paid prior to delivery of the policy and the terms and conditions of the TIA are satisfied, insurance prior to the effective date shall be provided only under the TIA and according to its terms.
3. Any person who knowingly and with intent to defraud any insurer:
 - a) files an application for insurance or statement of claim containing any materially false information, or b) conceals for the purpose of misleading any insurer, information concerning any material fact thereto, may be committing a fraudulent insurance act.
4. If coverage under a TIA is applied for, I/we have received, read and understand the terms and conditions of the **Temporary Life Insurance Receipt and Agreement NB5004**.

OWNER/TAXPAYER CERTIFICATION QUESTIONS

U.S. Person(s) (including U.S. Resident/Alien(s))

Under the penalties of perjury, I the Owner, certify that:

1. The number shown on Page 1 of the application is my correct taxpayer identification number (if number has not been issued, write "Applied for" in the box on Page 1), AND
2. Pick the applicable box:
 I am not subject to Backup Tax Withholding because (a) I am exempt from Backup Tax Withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to Backup Tax Withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to Backup Tax Withholding, OR
 The Internal Revenue Service (IRS) has notified me that I am subject to Backup Tax Withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid Backup Tax Withholding.

Non U.S. Person(s) and Non Resident Alien(s)

I am providing IRS Form W-8BEN. Yes No

AUTHORIZATION TO OBTAIN INFORMATION

I/We, the Proposed Life Insured(s), authorize:

1. The Company to obtain an investigative consumer report on me/us.
2. Any medical professional, medical care provider, hospital, clinic, laboratory, insurance company, the Medical Information Bureau (MIB Inc.), or any other similar person or organization to give The Company and its reinsurers information about me/us or any minor child/children who is/are to be insured.

The information collected by The Company may relate to the symptoms, examination, diagnosis, treatment or prognosis of any physical or mental condition.

I/We further authorize The Company to disclose such information and any information developed during its evaluation of this application to:

(a) its reinsurers; (b) the MIB Inc.; (c) other insurance companies as designated by me/us; (d) me/us; (e) my/our insurance agent, when that agent is seeking insurance coverage through The Company on my/our behalf; (f) any medical professional designated by me/us; or (g) any person or entity entitled to receive such information by law or as I/we may further consent.

I/We acknowledge receipt of the Notice of Disclosure of Information relating to the underwriting process, investigative consumer reports and the MIB Inc.

This authorization will be valid for two years from the date of the application shown below. A photocopy of this authorization will be as valid as the original.

Information collected under this authorization will be used by The Company to evaluate my/our application for insurance, to evaluate a claim for benefits, or for reinsurance or other insurance purposes.

I am/We are entitled, or my/our authorized representative is entitled, to a copy of this authorization.

SIGNATURES

Please read all of the above Declarations and Authorizations before signing this form.

If Proposed Life Insured(s) is under age 15 Parent or Guardian must sign and include relationship.

Signed at	City	State	This	Day of	Year
Signature of Owner (Signing Officer please provide title or corporate seal)			Signature of Proposed Life Insured One if other than Owner (Parent or Guardian if under age 15)		
X			X		
			Signature of Proposed Life Insured Two if other than Owner		
			X		
Agent signature	Signature of Agent/Registered Representative			Signed this	Day of Year
X					

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

October 19, 2010

**FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY
FORM 11PROUL**

Section / Section #	Page Number	Description
Front Cover Page	Cover	<ul style="list-style-type: none"> • Life Insured's name and policy number varies based on issue specifications. • The Plan name field is bracketed in case the Company wishes to market this form under a different product name. • Company Officer signatures bracketed as they may change.
1. Policy Specifications	3.0	<ul style="list-style-type: none"> • Life Insured, Plan Name, Age at Policy Date, Policy Number, Sex, (reference to Sex and gender of Life Insured is suppressed if the basis of values uses unisex mortality tables), Issue Date, Policy Date, Risk Classification, and Additional Ratings all vary based on issue specifications. • Death Benefit Option at Issue will either be Option 1 or Option 2. • Life Insurance Qualification Test Elected will either be Guideline Premium Test or Cash Value Accumulation Test. • Face Amount will all vary based on issue specifications. • The Governing Law field will show the state of issue. • Premium Mode will be annual, semi-annual, quarterly, monthly, or electronic draft. • All premiums shown vary based on issue specifications.
1. Policy Specifications (Other Benefits and Specifications)	3.1	<ul style="list-style-type: none"> • Other Benefits and Specifications, and any text under it, is bracketed to accommodate situations when the field is not applicable. • A complete listing of optional riders applied for and issued with the policy is shown on this page. This would include any previously and subsequently approved riders made available with this policy and elected by the policyowner.
1. Policy Specifications (Maximum Expense Charges)	3A	<ul style="list-style-type: none"> • Contract Charge varies based on issue specifications. • Surrender Charges vary by issue specifications, with charges grading down linearly over the first 240 policy months. Percentages range from a maximum of 100% down to a minimum of 0%.
1. Policy Specifications (Table of Values)	3B	<ul style="list-style-type: none"> • Premium Charge Limit varies based on issue specifications.
1. Policy Specifications (Table of Values)continued	3C	<ul style="list-style-type: none"> • Death Benefit Protection Premium Charge percentage of paid premiums vary based on issue specifications and duration. • Death benefit Protection Contract Charge varies based on issue specifications • Death Benefit Protection Interest Rate varies based on issue specifications.
2. Table of Rates	4	<ul style="list-style-type: none"> • Maximum Monthly Rates per \$1000 of Net Amount at Risk and Minimum Death Benefit Factors vary based on issue specifications for the Life Insured.
2. Table of Rates	4A	<ul style="list-style-type: none"> • Death Benefit Protection Rates – Table 1 is used for purposes of a reference value only. Rates vary based on issue specifications for the Life Insured.
2. Table of Rates	4B	<ul style="list-style-type: none"> • Death Benefit Protection Rates – Table 2 is used for purposes of a reference value only. Rates vary based on issue specifications for the Life Insured.
Back Cover Page	Back Cover	<ul style="list-style-type: none"> • The address of the Company's Servicing Office and toll free number is bracketed as it may be changed in the future.

STATE OF ARKANSAS

CERTIFICATE OF COMPLIANCE

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) hereby certifies that its policy form 11PROUL complies with Section 6 and 7 of Regulation 34 (valuation and non-forfeiture).

We certify that in no case shall the reserves be less than the actual cash surrender values provided for under policy contract 11PROUL.

We further certify that we have read the "Guidelines for non-guaranteed cost on participating and non-participating life insurance" (Bulletin 11-83), and that policy 11PROUL complies with them.

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

Stephen J. O'Brien

Stephen J. O'Brien, FSA, MAAA
Actuary, Life Product Development

Helene Landow

Helene Landow, FLMI, ACP
Corporate Officer

October 20, 2010
Date

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

COMPLIANCE CERTIFICATION

STATE OF ARKANSAS

Form	Description
11PROUL	Flexible Premium Universal Life Insurance Policy, N.P.

John Hancock Life Insurance Company (U.S.A.) hereby certifies to its understanding of the filing requirements of Arkansas Regulation 19 §10B re unfair sex discrimination in the sale of insurance and that this filing meets the provisions of this rule, as well as all applicable requirements of the Arkansas Insurance Department.

October 20, 2010
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance

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

CERTIFICATE OF COMPLIANCE

STATE OF ARKANSAS

Form	Description
11PROUL	Flexible Premium Universal Life Insurance Policy, N.P.

I certify to the best of my knowledge and belief as to the accuracy and compliance of this filing; further, I certify that this filing is in compliance with Ark. Code Ann. 23-79-138 which requires that certain information accompany every policy and Regulation 49 which requires that a Life and Health guaranty notice be given to each policyowner.

October 20, 2010
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance