

SERFF Tracking Number: MALF-126475471 State: Arkansas  
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 44964  
Company Tracking Number: IVAMSP10 ET AL  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.004 Modified Single Premium  
Product Name: AnnuityNote Portfolio (May, 2010)  
Project Name/Number: /

## Filing at a Glance

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

Product Name: AnnuityNote Portfolio (May, 2010) SERFF Tr Num: MALF-126475471 State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed-Approved-Closed State Tr Num: 44964

Sub-TOI: A03I.004 Modified Single Premium Co Tr Num: IVAMSP10 ET AL State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird

Authors: Nancy Leto, Michelle

Moore, Kathy Dowdell, Deborah  
Wilkinson

Date Submitted: 02/23/2010

Disposition Date: 02/24/2010  
Disposition Status: Approved-Closed

Implementation Date Requested: On Approval  
State Filing Description:

Implementation Date:

## General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Forms are exempt from prior approval in our domicile state of Michigan per Order No. 97-010M

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 02/24/2010

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 02/24/2010

Deemer Date:

Submitted By: Nancy Leto

Filing Description:

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

NAIC #904-65838, FEIN #01-0233346

Created By: Nancy Leto

Corresponding Filing Tracking Number:

- Individual Modified Single Payment Deferred Variable Annuity Contract Form IVA-MSP.A.10
- Specifications Page Form SP.MSP.A.10

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- Individual Modified Single Payment Deferred Variable Annuity Contract Form IVA-MSP.C-N.10
- Specifications Page Form SP.MSP.C.10
- Specifications Page Form SP.MSP.N.10
- Application Form APPMSP.10

The forms included in this filing are new and do not replace any forms currently on file with your department. These forms are exempt from approval in our domiciliary state of Michigan per Order No. 97-010M, as reported in Michigan Bulletin #97-3. The submission contains no unusual or possibly controversial items from the standpoint of normal company or industry standards. The forms are filed in accordance with the applicable statutes and regulations of your state and are in final print, subject only to minor variations in color, paper stock, duplexing, fonts, and positioning.

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

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

These forms will be available for issue effective May 1, 2010 or upon approval by your jurisdiction, if later. The issue age at product launch will be 55 – 75.

The contracts are modified single payment deferred variable annuities. No optional benefit riders are currently available with these products. Each Specification Page form represents a slightly different plan to be paired as follows with the submitted base contract:

CONTRACT FORM    SPECIFICATION PAGE FORM  
IVA-MSP.A.10    SP.MSP.A.10  
IVA-MSP.C-N.10    SP.MSP.C.10 or SP.MSP.N.10

All contracts contain a built-in guaranteed minimum withdrawal benefit which provides a Lifetime Income benefit beginning as early as 5 years after contract issue. The Lifetime Income Benefit is guaranteed for the life of the Covered Person (or joint lives of both Covered Persons under the Joint Lifetime benefit) provided annual withdrawals do not exceed the Lifetime Income Amount. All withdrawals will reduce the contract value and death benefit.

Contract IVA-MSP.A.10 with its respective Specification Page form, includes an up-front Sales Charge which the other plans do not. The difference between Specification Page forms SP.MSP.C.10 and SP.MSP.N.10 is that form

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SP.MSP.N.10 has a slightly lower Asset Fee as this plan will be offered exclusively through broker-dealers in connection with fee-based or wrap-fee advisory accounts or programs offered by such broker-dealers.

A new application, form APPMSP.10, is included in this submission. This Application will be used with either of the above-referenced contracts. Certain items in the submitted application are bracketed as variable. We have attached a Statement of Variability explaining these variable areas.

Previously-approved endorsement forms ENDIRA-MSP.09, ENDROTH-MSP.09 and ENDSIMPLE-MSP.09 will attach, as appropriate, to the issued contract. These endorsements were approved on 3/17/09.

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

These forms are securities subject to federal regulation and must comply with the requirements of the Securities and Exchange Commission. Therefore, the forms are exempt from readability requirements as forms subject to the Federal Jurisdiction of the Securities and Exchange Commission.

An Actuarial Memorandum is attached in the Supporting Documents tab.

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$100.00	02/23/2010	34391340

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/24/2010	02/24/2010

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## Disposition

Disposition Date: 02/24/2010

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	Life & Annuity - Actuarial Memo		No
Supporting Document	Statements of Variability (Contract/Specs & App)		Yes
Supporting Document	Certification - Reg 6		Yes
Form	Modified Single Payment Deferred Variable Annuity Contract		Yes
Form	Specifications Page		Yes
Form	Modified Single Payment Deferred Variable Annuity Contract		Yes
Form	Specifications Page		Yes
Form	Specifications Page		Yes
Form	Application		Yes

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 Project Name/Number: /

## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IVA-MSP.A.10	Policy/Cont ract/Fratern al	Modified Single Payment Deferred Variable Annuity Certificate Contract	Initial		0.000	01 - IVAMSPA10. pdf
	SP.MSP.A.10	Schedule Pages	Specifications Page	Initial		0.000	01- SPMSPA10.p df
	IVA-MSP.C-N.10	Policy/Cont ract/Fratern al	Modified Single Payment Deferred Variable Annuity Certificate Contract	Initial		0.000	01 - IVAMSPCN10 .pdf
	SP.MSP.C.10	Schedule Pages	Specifications Page	Initial		0.000	01- SPMSPC10.p df
	SP.MSP.N.10	Schedule Pages	Specifications Page	Initial		0.000	01- SPMSPN10.p df
	APPMSP.10	Application/ Enrollment Form	Application	Initial		0.000	APPMSP10 (JDoe- Bracketed).pd f

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



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

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

**Home Office**  
Bloomfield Hills, MI

**This is a legal Contract - read it carefully.**

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

**This Contract** is issued in consideration of the Payments.

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

**RIGHT TO REVIEW**

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

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

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

**DETAILS OF VARIABLE ACCOUNT PROVISIONS ON PAGE 5.1**

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

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

[James R. Boyle,] President

[Emanuel Alves,] Secretary

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

## INTRODUCTION

This is a modified single payment deferred variable annuity contract. This Contract provides that, prior to the Maturity Date, the Contract Value will accumulate on a variable basis. Subject to the provisions of the Contract, you may take withdrawals of any amount up to the Contract Value. If you limit withdrawals to the amounts described in the Lifetime Income Benefits provision, we guarantee that the Lifetime Income Amount will be available for withdrawal each Contract Year after the Lifetime Income Date and during the life of the Covered Person(s). After the Maturity Date, Annuity Payments will be fixed in amount.

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

You must allocate Payments among one or more Investment Options. The Investment Options are identified on the Specifications Page.

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<b>PART 3 - PAYMENTS</b>	<b>3.1</b>
<b>PART 4 – FEES AND DEDUCTIONS</b>	<b>4.1</b>
<b>PART 5 - VARIABLE ACCOUNT PROVISIONS</b>	<b>5.1</b>
<b>PART 6 – WITHDRAWALS</b>	<b>6.1</b>
<b>PART 7 – LIFETIME INCOME BENEFIT</b>	<b>7.1</b>
<b>PART 8 - SETTLEMENT PHASE</b>	<b>8.1</b>
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## **PART 1**

## **DEFINITIONS**

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<b>WE AND YOU</b>	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
<b>ACCUMULATION UNIT</b>	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Maturity Date.
<b>ANNUITANT</b>	A person whose age and life is used to determine the duration of the Lifetime Income Benefit, Death Benefit and the amount and duration of Annuity Payments. The Annuitant is as designated on the Specifications Page.
<b>ANNUITY OPTION</b>	The method selected by you for Annuity Payments made by us.
<b>ANNUITY PAYMENT(S)</b>	Payment(s) by us to you on or after the Maturity Date under the terms of this Contract.
<b>ANNUITIES SERVICE CENTER</b>	Any office designated by us for the receipt of Payments and processing of Owner requests.
<b>BENEFICIARY</b>	The person, persons or entity to whom benefits are payable following the death of an Owner or Annuitant.
<b>COMPANY</b>	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
<b>CONTRACT ANNIVERSARY</b>	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
<b>CONTRACT DATE</b>	The date of issue of this Contract as designated on the Specifications Page.
<b>CONTRACT VALUE</b>	The total of your Investment Account Values at any time before Annuity Payments begin.
<b>CONTRACT YEAR</b>	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
<b>CONTINGENT BENEFICIARY</b>	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
<b>COVERED PERSON(S)</b>	The person or persons whose life (or joint lives) determine the duration of the Lifetime Income Amount payments. For a single lifetime income benefit, the Covered Person must be the Annuitant. For a joint lifetime income benefit, the Covered Persons must be the Annuitant and the Annuitant's spouse who is either Co-Owner or sole, primary beneficiary. The Annuitant's spouse may also be a Co-Annuitant. The Covered Person(s) are named at issue of the Contract and listed in the Specifications Page. A person who is removed as Annuitant or Co-Owner or is no longer sole primary Beneficiary will no longer be a Covered Person. An Annuitant, Co-Owner or primary beneficiary added after the Contract Date will not be a Covered Person.
<b>ENDORSEMENT</b>	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
<b>EXCESS WITHDRAWAL</b>	The Excess Withdrawal is any Withdrawal after the Lifetime Income Date that exceeds the LIA or causes the total of all Withdrawals during the Contract Year to exceed the LIA.
<b>FIXED ANNUITY</b>	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.

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

## **PART 2**

## **OWNER, BENEFICIARY**

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### **GENERAL**

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

### **OWNER**

The Owner must be a natural person who is primary Owner of the Contract, a custodian, or a trust established for the exclusive benefit of the Annuitant or his or her Beneficiaries. This Contract is established for the exclusive benefit of the Annuitant or his or her beneficiaries.

### **BENEFICIARY**

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

### **CHANGE OF OWNER, ANNUITANT, BENEFICIARY**

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

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

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

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

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

## **PART 3**

## **PAYMENTS**

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### **GENERAL**

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

### **ALLOCATION OF NET PAYMENTS**

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

## **PART 4**

## **FEES AND DEDUCTIONS**

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### **CONTRACT ASSET FEE**

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

### **SALES CHARGE**

We assess a Sales Charge to compensate us for assuming certain distribution expenses. The Sales Charge is equal to the applicable Sales Charge Percentage shown in the Specifications Page multiplied by the Payment. We deduct a Sales Charge from each Payment. The Net Payment will be applied to your Investment Options as described in the Allocation of Net Payments provision in the Payments section

### **TAXES**

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

## PART 5

## VARIABLE ACCOUNT PROVISIONS

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

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

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

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

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

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

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

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

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

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

## **SUSPENSION OF PAYMENTS**

After the Maturity Date (or the date Annuity Payments begin, if earlier), transfers are not applicable under a Fixed Annuity option.

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

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

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

## **PART 6**

## **WITHDRAWALS**

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### **GENERAL**

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

### **TOTAL WITHDRAWAL**

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

### **PARTIAL WITHDRAWAL**

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

You may take as many partial withdrawals as you wish. Limitations on the amount of partial withdrawals are set forth on the Specifications Page

### **IMPACT OF WITHDRAWALS ON OTHER BENEFITS**

All withdrawals, including withdrawals under the Lifetime Income Benefit, will reduce the Contract Value on a dollar-for-dollar basis. Withdrawals, including withdrawals under the Lifetime Income Benefit, will reduce the Death Benefit as described in the Death Benefit before Maturity Date provision. Withdrawals may also reduce or eliminate LIA payments as described in the Lifetime Income Benefit provision.

## PART 7

## LIFETIME INCOME BENEFIT

---

### GENERAL

This Contract guarantees that each Contract Year after the Lifetime Income Date and during the life of the Covered Person (or the life of either Covered Person if a Joint Lifetime benefit is shown on the Specifications Page) you may take withdrawals up to the Lifetime Income Amount (LIA), even if your Contract Value reduces to zero. The LIA is described below.

The Lifetime Income Date is shown on the Specifications Page

### LIFETIME INCOME AMOUNT (LIA)

The initial LIA is equal to the Lifetime Income Percentage multiplied by the greater of (a) the Contract Value on the Lifetime Income Date or (b) gross Payments reduced in the same proportion as any withdrawal after the Contract Date and prior to the Lifetime Income Date divided by the Contract Value immediately prior to the withdrawal.

On or after the Lifetime Income Date, withdrawals during the Contract Year that are less than or equal to the LIA will not reduce the LIA. Any Excess Withdrawal during the Contract Year will decrease the LIA in the same proportion as the Excess Withdrawal amount divided by the Contract Value immediately prior to the withdrawal. Notwithstanding the previous sentence, withdrawals in connection with Life Expectancy Distributions that are paid under an automated distribution program will not cause recalculation of the LIA. (See the "Life Expectancy Distributions" provision below).

### STEP-UP

If the Contract Value on any Step-Up-Date multiplied by the Lifetime Income Percentage results in an amount greater than the current LIA, the LIA will automatically step-up to the greater amount. (See "Step-Up Date" in the Specifications Page).

### LIFE EXPECTANCY DISTRIBUTIONS

For purposes of this Contract, Life Expectancy Distributions are distributions within a calendar year that:

- (a) are part of a series of substantially equal period payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
- (b) in the case of a Qualified contract, are paid to the Owner:
  - (i) as required or contemplated by Code Section 401(a)(9), Section 408(a)(6), or Section 408(b)(3), as the case may be ("Qualified Death Benefit Stretch Distributions" and "Required Minimum Distributions"); and
  - (ii) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code; or
- (c) In the case of a Non-Qualified contract, are paid to the Owner pursuant to Code Section 72(s)(2) upon the request of the Owner ("Non-Qualified Death Benefit Stretch Distributions").

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include Beneficiary,

"Life Expectancy" will be determined using the applicable tables approved by the Internal Revenue Service for such purpose under the latest guidance or regulations issued under the relevant section of the Code referred to above.

We may make any changes necessary to comply with the Code and Treasury Regulations.

**IMPACT OF DEATH OF COVERED PERSON(S)**

Upon the death of the Covered Person under a Single Lifetime Income benefit, LIA payments terminate.

Under a Joint Lifetime Income benefit, LIA payments will terminate upon the death of the last Covered Person.

## PART 8

## SETTLEMENT PHASE

---

### **BENEFITS DURING THE SETTLEMENT PHASE**

The Contract will enter its Settlement Phase if

- (a) the Contract Value reduces to zero, and
- (b) there were no Excess Withdrawals during the Contract Year, and
- (c) the LIA is greater than zero.

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

We will automatically pay settlement payments equal to the LIA each Contract Year of the Settlement Phase during the life of the Covered Person (or either Covered Person if a Joint Lifetime benefit is shown in the Specifications). If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. Settlement payments will be paid no less frequently than annually.

If the Covered Person (or last covered Person if a Joint Lifetime benefit is shown in the Specifications) dies during the Settlement Phase, then the Lifetime Income Benefit terminates and no additional settlement payments will be paid.

**DEATH BENEFIT BEFORE MATURITY DATE**

We will pay the Death Benefit to the Beneficiary if any Owner dies prior to the Maturity Date. If any Owner is not an individual the death of any Annuitant is treated as the death of an Owner and the Death Benefit will be determined by substituting the Annuitant for the Owner.

We will determine the Death Benefit (as described below) as of the date on which written notice and proof of death and all required claims forms are received at the Annuities Service Office.

The Death Benefit may be taken in one sum immediately, in which case the Contract will terminate. If the Death Benefit is not taken in one sum immediately, the Contract will continue subject to the following provisions:

- (a) The Beneficiary becomes the Owner.
- (b) The excess, if any, of the Death Benefit over the Contract Value will be allocated to and among the Investment Options in proportion to their values as of the date on which the Death Benefit is determined.
- (c) No additional Payments may be applied to the Contract.
- (d) If the Beneficiary is not the deceased Owner's spouse, the entire interest in the Contract must be distributed under one of the following options:
  - (i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
  - (ii) the entire interest in the Contract must be distributed within 5 years of the Owner's Death, or
  - (iii) as Annuity Payments under one of the options described in the Annuity Options section.

If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed in a lump sum immediately.

- (e) If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner. The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

The spouse may also elect distributions under one of the following options:

- (i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
- (ii) as Annuity Payments under one of the options described in the Annuity Options section.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

We will permit the Owner to limit the Death Benefit option(s) to be offered to any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract.

**DETERMINATION OF DEATH  
BENEFIT**

**Upon the death of an Owner who is the last surviving Covered Person**, the LIA will reduce to zero and the Death Benefit will be determined as the greater of the Contract Value or a minimum guaranteed death benefit equal to the sum of all Payments made, less an amount deducted in connection with partial withdrawals as follows.

- (a) Before the Lifetime Income Date: Each time a withdrawal is taken, the sum of all Payments is reduced in the same proportion as the amount of the withdrawal divided by the Contract Value immediately prior to the withdrawal.
- (b) After the Lifetime Income Date: Each time a withdrawal equal to or less than the LIA is taken, the sum of all Payments is reduced on a dollar for dollar basis. Any Excess Withdrawals reduce the sum of all Payments in the same proportion as the Excess Withdrawal Amount divided by the Contract Value immediately prior to the withdrawal. Notwithstanding the above, a withdrawal that is a Life Expectancy Distribution paid under an automated distribution program, will reduce the sum of all Payments on a dollar-for-dollar basis.

**Upon the death of any Owner who is not the last surviving Covered Person**, the Death Benefit will be equal to the Contract Value.

**DEATH BENEFIT ON OR AFTER  
MATURITY DATE**

On or after the date Annuity Payments begin, if the Annuitant dies, the Death Benefit will depend on the Annuity Option selected in accordance with Part 11 (Annuity Options).

**PROOF OF DEATH**

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

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

**GENERAL**

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

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

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

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

**FIXED ANNUITY PAYMENTS**

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

We guarantee the dollar amount of Fixed Annuity payments.

**GENERAL**

Benefits payable under this Contract may be applied in accordance with one of the Annuity Options described below. We may revise the availability of these options to comply with state laws and regulations or with federal Code or Treasury regulations.

**DESCRIPTION OF ANNUITY OPTIONS**

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

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

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

Joint Life Annuity with Cash Refund: This option is available if both Covered Persons remain under Contract and they are the Annuitant and Co-Annuitant at election of this option. If you elect this option, we will make payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. After the death of the surviving Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

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

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

**ALTERNATE ANNUITY OPTIONS**

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

## PART 12

## GENERAL PROVISIONS

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

**REPORTS**

We will send you annual reports without charge, containing the Investment Account Value and the Contract Value. The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the mailing of the report. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

**INSULATION**

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

**CURRENCY AND PLACE OF PAYMENTS**

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

**NOTICES AND ELECTIONS**

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

**GOVERNING LAW**

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

**SECTION 72(s)**

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

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

The logo for John Hancock, featuring the name in a stylized, cursive script font. The 'J' is large and ornate, and the 'H' is also prominent. The word 'Hancock' follows in a similar but slightly smaller script. A registered trademark symbol (®) is located at the end of the word.

*John Hancock®*

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## SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[5/1/2010]
INITIAL PAYMENT:	[\$100,000.00]	CONTRACT NUMBER:	[000000005]
OWNER:	[JOHN X. DOE]	GOVERNING LAW:	[YS]
ANNUITANT:	[JOHN X. DOE]	ANNUITANT'S AGE	[55]
[CO-OWNER:]	[ ]	[CO-ANNUITANT]	[ ]

PLAN [Marketing Name]

### FEES AND CHARGES

CONTRACT ASSET FEE	[1.50%]
SALES CHARGES	[3.50%]

### LIFETIME INCOME BENEFIT

COVERED PERSON(S)	[John X. Doe] [Jane Doe]						
[JOINT] LIFETIME INCOME PERCENTAGE	[4.25%]						
LIFETIME INCOME DATE	[5/1/2015]						
STEP-UP DATE	<table><tr><td><u>Frequency</u> [Every 3 years]</td><td><u>Beginning</u> [on the [3rd] Contract Anniversary]</td><td><u>Ending</u> [on the [10th] Contract Anniversary]</td></tr><tr><td>[Every year]</td><td>[on the [10th] Contract Anniversary]</td><td>[on the Contract Anniversary following the [oldest] Covered Person's [95<sup>th</sup>] birthday]</td></tr></table>	<u>Frequency</u> [Every 3 years]	<u>Beginning</u> [on the [3rd] Contract Anniversary]	<u>Ending</u> [on the [10th] Contract Anniversary]	[Every year]	[on the [10th] Contract Anniversary]	[on the Contract Anniversary following the [oldest] Covered Person's [95 <sup>th</sup> ] birthday]
<u>Frequency</u> [Every 3 years]	<u>Beginning</u> [on the [3rd] Contract Anniversary]	<u>Ending</u> [on the [10th] Contract Anniversary]					
[Every year]	[on the [10th] Contract Anniversary]	[on the Contract Anniversary following the [oldest] Covered Person's [95 <sup>th</sup> ] birthday]					

## **PAYMENT LIMITS**

### **PAYMENT LIMITS**

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

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

## **LIMITS – TRANSFERS AND AMOUNT OF PARTIAL WITHDRAWALS**

### **TRANSFER CHARGES AND LIMITATIONS - BEFORE MATURITY DATE**

We may impose a transaction charge for transfers. In the event a charge is imposed, it will not exceed [the lesser of \$25.00 or 2%] of the amount of each transfer.

We may limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Option each time you make a transfer. If, after the transfer, the amount remaining in the Investment Option from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one per month or six] at any time within a Contract Year.

### **LIMITATIONS ON AMOUNT OF PARTIAL WITHDRAWALS**

Any withdrawal from an Investment Option must be at least [\$300] or the entire balance of the Investment Option, if less. If after the withdrawal, the amount remaining in that Investment Option is less than [\$100], then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Option. If a partial withdrawal would reduce the Contract Value to less than [\$300], or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal request as a total withdrawal of the Contract Value.

**INITIAL ALLOCATION OF NET PAYMENT**  
*(SEE FOLLOWING PAGE FOR ALL AVAILABLE OPTIONS)*

**[DCA ACCOUNT OPTIONS:]**

[6 month DCA]

[25.00%]

**[INITIAL  
INTEREST RATE]**

[1.00%]

**[INITIAL GUARANTEE  
PERIOD EXPIRES]**

[11/01/2010]

**VARIABLE INVESTMENT OPTIONS:**

[Core Strategy]

[75.00%]

**TOTAL**

100.00%

## **AVAILABLE INVESTMENT OPTIONS**

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

### **VARIABLE INVESTMENT OPTIONS:**

[Core Allocation  
Core Balanced  
Core Disciplined Diversification  
Core Fundamental Holdings  
Core Global Diversification  
Core Strategy  
Lifestyle Balanced  
Lifestyle Conservative  
Lifestyle Growth  
Lifestyle Moderate  
Short Term Government Income]

### **[Dollar Cost Averaging (DCA) Investment Options:**

6 Month DCA  
12 Month DCA]

## **ANNUITY BENEFITS**

### **MATURITY DATE:**

[6/1/2045]

### **ANNUITY OPTION**

[[Joint] Life Annuity with Cash Refund]

### **ANNUITY PAYMENTS – GENERAL INFORMATION**

The rates for Annuity Payments are determined based on:

- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [1.00% interest per year]

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

## **BENEFICIARY INFORMATION**

[Jane Doe]

## **DISCLOSURES**

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

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



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

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

**Home Office**  
Bloomfield Hills, MI

**This is a legal Contract - read it carefully.**

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

**This Contract** is issued in consideration of the Payments.

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

**RIGHT TO REVIEW**

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

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

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

**DETAILS OF VARIABLE ACCOUNT PROVISIONS ON PAGE 5.1**

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

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

[James R. Boyle,] President

[Emanuel Alves,] Secretary

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

## INTRODUCTION

This is a modified single payment deferred variable annuity contract. This Contract provides that, prior to the Maturity Date, the Contract Value will accumulate on a variable basis. Subject to the provisions of the Contract, you may take withdrawals of any amount up to the Contract Value. If you limit withdrawals to the amounts described in the Lifetime Income Benefits provision, we guarantee that the Lifetime Income Amount will be available for withdrawal each Contract Year after the Lifetime Income Date and during the life of the Covered Person(s). After the Maturity Date, Annuity Payments will be fixed in amount.

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

You must allocate Payments among one or more Investment Options. The Investment Options are identified on the Specifications Page.

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## PART 1

## DEFINITIONS

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<b>WE AND YOU</b>	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
<b>ACCUMULATION UNIT</b>	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Maturity Date.
<b>ANNUITANT</b>	A person whose age and life is used to determine the duration of the Lifetime Income Benefit, Death Benefit and the amount and duration of Annuity Payments. The Annuitant is as designated on the Specifications Page.
<b>ANNUITY OPTION</b>	The method selected by you for Annuity Payments made by us.
<b>ANNUITY PAYMENT(S)</b>	Payment(s) by us to you on or after the Maturity Date under the terms of this Contract.
<b>ANNUITIES SERVICE CENTER</b>	Any office designated by us for the receipt of Payments and processing of Owner requests.
<b>BENEFICIARY</b>	The person, persons or entity to whom benefits are payable following the death of an Owner or Annuitant.
<b>COMPANY</b>	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
<b>CONTRACT ANNIVERSARY</b>	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
<b>CONTRACT DATE</b>	The date of issue of this Contract as designated on the Specifications Page.
<b>CONTRACT VALUE</b>	The total of your Investment Account Values at any time before Annuity Payments begin.
<b>CONTRACT YEAR</b>	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
<b>CONTINGENT BENEFICIARY</b>	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
<b>COVERED PERSON(S)</b>	The person or persons whose life (or joint lives) determine the duration of the Lifetime Income Amount payments. For a single lifetime income benefit, the Covered Person must be the Annuitant. For a joint lifetime income benefit, the Covered Persons must be the Annuitant and the Annuitant's spouse who is either Co-Owner or sole, primary beneficiary. The Annuitant's spouse may also be a Co-Annuitant. The Covered Person(s) are named at issue of the Contract and listed in the Specifications Page. A person who is removed as Annuitant or Co-Owner or is no longer sole primary Beneficiary will no longer be a Covered Person. An Annuitant, Co-Owner or primary beneficiary added after the Contract Date will not be a Covered Person.
<b>ENDORSEMENT</b>	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
<b>EXCESS WITHDRAWAL</b>	The Excess Withdrawal is any Withdrawal after the Lifetime Income Date that exceeds the LIA or causes the total of all Withdrawals during the Contract Year to exceed the LIA.
<b>FIXED ANNUITY</b>	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.

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

## **PART 2**

## **OWNER, BENEFICIARY**

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### **GENERAL**

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

### **OWNER**

The Owner must be a natural person who is primary Owner of the Contract, a custodian, or a trust established for the exclusive benefit of the Annuitant or his or her Beneficiaries. This Contract is established for the exclusive benefit of the Annuitant or his or her beneficiaries.

### **BENEFICIARY**

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

### **CHANGE OF OWNER, ANNUITANT, BENEFICIARY**

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

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

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

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

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

## **PART 3**

## **PAYMENTS**

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### **GENERAL**

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

### **ALLOCATION OF NET PAYMENTS**

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

## **PART 4**

## **FEES AND DEDUCTIONS**

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### **CONTRACT ASSET FEE**

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

### **TAXES**

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

## PART 5

## VARIABLE ACCOUNT PROVISIONS

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

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

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

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

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

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

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

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

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

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

## **SUSPENSION OF PAYMENTS**

After the Maturity Date (or the date Annuity Payments begin, if earlier), transfers are not applicable under a Fixed Annuity option.

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

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

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

## **PART 6**

## **WITHDRAWALS**

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### **GENERAL**

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

### **TOTAL WITHDRAWAL**

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

### **PARTIAL WITHDRAWAL**

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

You may take as many partial withdrawals as you wish. Limitations on the amount of partial withdrawals are set forth on the Specifications Page

### **IMPACT OF WITHDRAWALS ON OTHER BENEFITS**

All withdrawals, including withdrawals under the Lifetime Income Benefit, will reduce the Contract Value on a dollar-for-dollar basis. Withdrawals, including withdrawals under the Lifetime Income Benefit, will reduce the Death Benefit as described in the Death Benefit before Maturity Date provision. Withdrawals may also reduce or eliminate LIA payments as described in the Lifetime Income Benefit provision.

## PART 7

## LIFETIME INCOME BENEFIT

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### GENERAL

This Contract guarantees that each Contract Year after the Lifetime Income Date and during the life of the Covered Person (or the life of either Covered Person if a Joint Lifetime benefit is shown on the Specifications Page) you may take withdrawals up to the Lifetime Income Amount (LIA), even if your Contract Value reduces to zero. The LIA is described below.

The Lifetime Income Date is shown on the Specifications Page

### LIFETIME INCOME AMOUNT (LIA)

The initial LIA is equal to the Lifetime Income Percentage multiplied by the greater of (a) the Contract Value on the Lifetime Income Date or (b) gross Payments reduced in the same proportion as any withdrawal after the Contract Date and prior to the Lifetime Income Date divided by the Contract Value immediately prior to the withdrawal.

On or after the Lifetime Income Date, withdrawals during the Contract Year that are less than or equal to the LIA will not reduce the LIA. Any Excess Withdrawal during the Contract Year will decrease the LIA in the same proportion as the Excess Withdrawal amount divided by the Contract Value immediately prior to the withdrawal. Notwithstanding the previous sentence, withdrawals in connection with Life Expectancy Distributions that are paid under an automated distribution program will not cause recalculation of the LIA. (See the "Life Expectancy Distributions" provision below).

### STEP-UP

If the Contract Value on any Step-Up-Date multiplied by the Lifetime Income Percentage results in an amount greater than the current LIA, the LIA will automatically step-up to the greater amount. (See "Step-Up Date" in the Specifications Page).

### LIFE EXPECTANCY DISTRIBUTIONS

For purposes of this Contract, Life Expectancy Distributions are distributions within a calendar year that:

- (a) are part of a series of substantially equal period payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
- (b) in the case of a Qualified contract, are paid to the Owner:
  - (i) as required or contemplated by Code Section 401(a)(9), Section 408(a)(6), or Section 408(b)(3), as the case may be ("Qualified Death Benefit Stretch Distributions" and "Required Minimum Distributions"); and
  - (ii) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code; or
- (c) In the case of a Non-Qualified contract, are paid to the Owner pursuant to Code Section 72(s)(2) upon the request of the Owner ("Non-Qualified Death Benefit Stretch Distributions").

For purposes of this "Life Expectancy Distributions" provision, references to Owner also include Beneficiary,

"Life Expectancy" will be determined using the applicable tables approved by the Internal Revenue Service for such purpose under the latest guidance or regulations issued under the relevant section of the Code referred to above.

We may make any changes necessary to comply with the Code and Treasury Regulations.

**IMPACT OF DEATH OF COVERED PERSON(S)**

Upon the death of the Covered Person under a Single Lifetime Income benefit, LIA payments terminate.

Under a Joint Lifetime Income benefit, LIA payments will terminate upon the death of the last Covered Person.

## PART 8

## SETTLEMENT PHASE

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### **BENEFITS DURING THE SETTLEMENT PHASE**

The Contract will enter its Settlement Phase if

- (a) the Contract Value reduces to zero, and
- (b) there were no Excess Withdrawals during the Contract Year, and
- (c) the LIA is greater than zero.

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

We will automatically pay settlement payments equal to the LIA each Contract Year of the Settlement Phase during the life of the Covered Person (or either Covered Person if a Joint Lifetime benefit is shown in the Specifications). If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. Settlement payments will be paid no less frequently than annually.

If the Covered Person (or last covered Person if a Joint Lifetime benefit is shown in the Specifications) dies during the Settlement Phase, then the Lifetime Income Benefit terminates and no additional settlement payments will be paid.

**DEATH BENEFIT BEFORE MATURITY DATE**

We will pay the Death Benefit to the Beneficiary if any Owner dies prior to the Maturity Date. If any Owner is not an individual the death of any Annuitant is treated as the death of an Owner and the Death Benefit will be determined by substituting the Annuitant for the Owner.

We will determine the Death Benefit (as described below) as of the date on which written notice and proof of death and all required claims forms are received at the Annuities Service Office.

The Death Benefit may be taken in one sum immediately, in which case the Contract will terminate. If the Death Benefit is not taken in one sum immediately, the Contract will continue subject to the following provisions:

- (a) The Beneficiary becomes the Owner.
- (b) The excess, if any, of the Death Benefit over the Contract Value will be allocated to and among the Investment Options in proportion to their values as of the date on which the Death Benefit is determined.
- (c) No additional Payments may be applied to the Contract.
- (d) If the Beneficiary is not the deceased Owner's spouse, the entire interest in the Contract must be distributed under one of the following options:
  - (i) The entire interest in the Contract must be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
  - (ii) the entire interest in the Contract must be distributed within 5 years of the Owner's Death, or
  - (iii) as Annuity Payments under one of the options described in the Annuity Options section.

If the Beneficiary dies before the distributions required by (i) or (ii) are complete, the entire remaining Contract Value must be distributed in a lump sum immediately.

- (e) If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner. The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

The spouse may also elect distributions under one of the following options:

- (i) the entire interest in the Contract may be distributed over the life of the Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or
- (ii) as Annuity Payments under one of the options described in the Annuity Options section.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary, to the extent of that Beneficiary's share.

We will permit the Owner to limit the Death Benefit option(s) to be offered to any named Beneficiary, if the Owner provides written notice to the Company prior to death and the desired option(s) is one provided for in this Contract.

**DETERMINATION OF DEATH  
BENEFIT**

**Upon the death of an Owner who is the last surviving Covered Person**, the LIA will reduce to zero and the Death Benefit will be determined as the greater of the Contract Value or a minimum guaranteed death benefit equal to the sum of all Payments made, less an amount deducted in connection with partial withdrawals as follows.

- (a) Before the Lifetime Income Date: Each time a withdrawal is taken, the sum of all Payments is reduced in the same proportion as the amount of the withdrawal divided by the Contract Value immediately prior to the withdrawal.
- (b) After the Lifetime Income Date: Each time a withdrawal equal to or less than the LIA is taken, the sum of all Payments is reduced on a dollar for dollar basis. Any Excess Withdrawals reduce the sum of all Payments in the same proportion as the Excess Withdrawal Amount divided by the Contract Value immediately prior to the withdrawal. Notwithstanding the above, a withdrawal that is a Life Expectancy Distribution paid under an automated distribution program, will reduce the sum of all Payments on a dollar-for-dollar basis.

**Upon the death of any Owner who is not the last surviving Covered Person**, the Death Benefit will be equal to the Contract Value.

**DEATH BENEFIT ON OR AFTER  
MATURITY DATE**

On or after the date Annuity Payments begin, if the Annuitant dies, the Death Benefit will depend on the Annuity Option selected in accordance with Part 11 (Annuity Options).

**PROOF OF DEATH**

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

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

**GENERAL**

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

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

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

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

**FIXED ANNUITY PAYMENTS**

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

We guarantee the dollar amount of Fixed Annuity payments.

**GENERAL**

Benefits payable under this Contract may be applied in accordance with one of the Annuity Options described below. We may revise the availability of these options to comply with state laws and regulations or with federal Code or Treasury regulations.

**DESCRIPTION OF ANNUITY OPTIONS**

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

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

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

Joint Life Annuity with Cash Refund: This option is available if both Covered Persons remain under Contract and they are the Annuitant and Co-Annuitant at election of this option. If you elect this option, we will make payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. After the death of the surviving Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

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

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

**ALTERNATE ANNUITY OPTIONS**

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

## PART 12

## GENERAL PROVISIONS

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

**REPORTS**

We will send you annual reports without charge, containing the Investment Account Value and the Contract Value. The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the mailing of the report. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

**INSULATION**

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

**CURRENCY AND PLACE OF PAYMENTS**

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

**NOTICES AND ELECTIONS**

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

**GOVERNING LAW**

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

**SECTION 72(s)**

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

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

The logo for John Hancock, featuring the name in a stylized, cursive script font. The 'J' is large and ornate, and the 'H' is also prominent. The word 'Hancock' follows in a similar but slightly smaller script. A registered trademark symbol (®) is located at the end of the word.

*John Hancock®*

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## SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[5/1/2010]
INITIAL PAYMENT:	[\$100,000.00]	CONTRACT NUMBER:	[000000005]
OWNER:	[JOHN X. DOE]	GOVERNING LAW:	[YS]
ANNUITANT:	[JOHN X. DOE]	ANNUITANT'S AGE	[55]
[CO-OWNER:]	[ ]	[CO-ANNUITANT]	[ ]

PLAN [Marketing Name]

### FEES AND CHARGES

CONTRACT ASSET FEE [2.25%]

### LIFETIME INCOME BENEFIT

COVERED PERSON(S)	[John X. Doe] [Jane Doe]		
[JOINT] LIFETIME INCOME PERCENTAGE	[4.25%]		
LIFETIME INCOME DATE	[5/1/2015]		
STEP-UP DATE	<u>Frequency</u> [Every 3 years]	<u>Beginning</u> [on the [3rd] Contract Anniversary]	<u>Ending</u> [on the [10th] Contract Anniversary]
	[Every year]	[on the [10th] Contract Anniversary]	[on the Contract Anniversary following the [oldest] Covered Person's [95 <sup>th</sup> ] birthday]

## **PAYMENT LIMITS**

### **PAYMENT LIMITS**

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

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

## **LIMITS – TRANSFERS AND AMOUNT OF PARTIAL WITHDRAWALS**

### **TRANSFER CHARGES AND LIMITATIONS - BEFORE MATURITY DATE**

We may impose a transaction charge for transfers. In the event a charge is imposed, it will not exceed [the lesser of \$25.00 or 2%] of the amount of each transfer.

We may limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Option each time you make a transfer. If, after the transfer, the amount remaining in the Investment Option from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one per month or six] at any time within a Contract Year.

### **LIMITATIONS ON AMOUNT OF PARTIAL WITHDRAWALS**

Any withdrawal from an Investment Option must be at least [\$300] or the entire balance of the Investment Option, if less. If after the withdrawal, the amount remaining in that Investment Option is less than [\$100], then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Option. If a partial withdrawal would reduce the Contract Value to less than [\$300], or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal request as a total withdrawal of the Contract Value.

**INITIAL ALLOCATION OF NET PAYMENT**  
*(SEE FOLLOWING PAGE FOR ALL AVAILABLE OPTIONS)*

**[DCA ACCOUNT OPTIONS:]**

[6 month DCA]

[25.00%]

**[INITIAL  
INTEREST RATE]**

[1.00%]

**[INITIAL GUARANTEE  
PERIOD EXPIRES]**

[11/01/2010]

**VARIABLE INVESTMENT OPTIONS:**

[Core Strategy]

[75.00%]

**TOTAL**

100.00%

## **AVAILABLE INVESTMENT OPTIONS**

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

### **VARIABLE INVESTMENT OPTIONS:**

[Core Allocation  
Core Balanced  
Core Disciplined Diversification  
Core Fundamental Holdings  
Core Global Diversification  
Core Strategy  
Lifestyle Balanced  
Lifestyle Conservative  
Lifestyle Growth  
Lifestyle Moderate  
Short Term Government Income]

### **[Dollar Cost Averaging (DCA) Investment Options:**

6 Month DCA  
12 Month DCA]

## **ANNUITY BENEFITS**

### **MATURITY DATE:**

[6/1/2045]

### **ANNUITY OPTION**

[[Joint] Life Annuity with Cash Refund]

### **ANNUITY PAYMENTS – GENERAL INFORMATION**

The rates for Annuity Payments are determined based on:

- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [1.00% interest per year]

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

## **BENEFICIARY INFORMATION**

[Jane Doe]

## **DISCLOSURES**

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

## SPECIFICATIONS PAGE

TYPE OF CONTRACT:	[QUALIFIED]	CONTRACT DATE:	[5/1/2010]
INITIAL PAYMENT:	[\$100,000.00]	CONTRACT NUMBER:	[000000005]
OWNER:	[JOHN X. DOE]	GOVERNING LAW:	[YS]
ANNUITANT:	[JOHN X. DOE]	ANNUITANT'S AGE	[55]
[CO-OWNER:]	[ ]	[CO-ANNUITANT]	[ ]

PLAN [Marketing Name]

### FEES AND CHARGES

CONTRACT ASSET FEE [1.30%]

### LIFETIME INCOME BENEFIT

COVERED PERSON(S)	[John X. Doe] [Jane Doe]		
[JOINT] LIFETIME INCOME PERCENTAGE	[4.25%]		
LIFETIME INCOME DATE	[5/1/2015]		
STEP-UP DATE	<u>Frequency</u> [Every 3 years]	<u>Beginning</u> [on the [3rd] Contract Anniversary]	<u>Ending</u> [on the [10th] Contract Anniversary]
	[Every year]	[on the [10th] Contract Anniversary]	[on the Contract Anniversary following the [oldest] Covered Person's [95 <sup>th</sup> ] birthday]

## **PAYMENT LIMITS**

### **PAYMENT LIMITS**

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

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

## **LIMITS – TRANSFERS AND AMOUNT OF PARTIAL WITHDRAWALS**

### **TRANSFER CHARGES AND LIMITATIONS - BEFORE MATURITY DATE**

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We may limit the amount of the transfer and the maximum number of transfers that can be made.

You must transfer at least [\$300] or, if less, the entire amount in the Investment Option each time you make a transfer. If, after the transfer, the amount remaining in the Investment Option from which the transfer is made is less than [\$100], then we will transfer the entire amount instead of the requested amount.

Should we limit the maximum number of transfers that can be made per Contract Year, that limit will be no less than [one per month or six] at any time within a Contract Year.

### **LIMITATIONS ON AMOUNT OF PARTIAL WITHDRAWALS**

Any withdrawal from an Investment Option must be at least [\$300] or the entire balance of the Investment Option, if less. If after the withdrawal, the amount remaining in that Investment Option is less than [\$100], then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Option. If a partial withdrawal would reduce the Contract Value to less than [\$300], or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal request as a total withdrawal of the Contract Value.

**INITIAL ALLOCATION OF NET PAYMENT**  
*(SEE FOLLOWING PAGE FOR ALL AVAILABLE OPTIONS)*

**[DCA ACCOUNT OPTIONS:]**

[6 month DCA]

[25.00%]

**[INITIAL  
INTEREST RATE]**

[1.00%]

**[INITIAL GUARANTEE  
PERIOD EXPIRES]**

[11/01/2010]

**VARIABLE INVESTMENT OPTIONS:**

[Core Strategy]

[75.00%]

**TOTAL**

100.00%

## **AVAILABLE INVESTMENT OPTIONS**

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

### **VARIABLE INVESTMENT OPTIONS:**

[Core Allocation  
Core Balanced  
Core Disciplined Diversification  
Core Fundamental Holdings  
Core Global Diversification  
Core Strategy  
Lifestyle Balanced  
Lifestyle Conservative  
Lifestyle Growth  
Lifestyle Moderate  
Short Term Government Income]

### **[Dollar Cost Averaging (DCA) Investment Options:**

6 Month DCA  
12 Month DCA]

## **ANNUITY BENEFITS**

### **MATURITY DATE:**

[6/1/2045]

### **ANNUITY OPTION**

[[Joint] Life Annuity with Cash Refund]

### **ANNUITY PAYMENTS – GENERAL INFORMATION**

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- Mortality Table: [Annuity 2000 Table projected at Scale G from January 1, 2000]
- Fixed Annuity Payment Interest Rate: [1.00% interest per year]

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

## **BENEFICIARY INFORMATION**

[Jane Doe]

## **DISCLOSURES**

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



NOT FOR USE IN NEW YORK  
John Hancock Life Insurance Company (U.S.A.)

P.O. Box 9505, Portsmouth, NH 03802-9505  
Home Office: Bloomfield Hills, MI  
Overnight Mail: 164 Corporate Drive, Portsmouth, NH 03801-6813  
800-344-1029 www.jhannuities.com

# John Hancock AnnuityNote® Portfolios A SHARE

MODIFIED SINGLE PAYMENT DEFERRED VARIABLE ANNUITY APPLICATION

CONTRACT VALUES AND DEATH BENEFITS PROVIDED BY THE CONTRACT ARE VARIABLE AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

## 1 Contract Type and Funding (complete A & B)

**A. Contract Type**  Nonqualified  Traditional IRA  Roth IRA  SEP IRA  Other \_\_\_\_\_

**B. Funding**  Check Enclosed \$ 100,000 (Payable to John Hancock Life Insurance Company (U.S.A.))

Minimum \$25,000  Wire from Bank\* \$ \_\_\_\_\_

Transfer/Exchange\* \$ \_\_\_\_\_ **Select One:**  
 1035 Exchange  Direct Transfer  
 Rollover  Mutual Fund / CD / Other  
 Roth IRA Conversion

\*Please see Forms Booklet or jhannuities.com for instructions

## 2 Register Your Contract Individual Owner (Section A only) Co-Owners (Sections A & B) Trust/Entity Owner (Sections A & C)

### A. Individual Owner/Annuitant

John X. Doe  Male  Female  
Name (First, Middle, Last)  
01/28/1955 111-11-1111 1234  
Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number Client Brokerage Account Number  
1 Main St. Anytown, MA 02210  
Mailing Address City, State, Zip  
Residential Address (required if different from mailing or address is PO Box) City, State, Zip  
Email Address

### B. Co-Owner Is this person a co-annuitant\*? Yes No

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

### C. Trust/Entity Owner (Section 2A also required)

Name of Trust/Entity Owner Date of Trust (mm/dd/yyyy) Tax Identification Number  
Mailing Address City, State, Zip

\*A co-annuitant is only available, but not required, when Joint Lifetime Income is elected from Section 4.

## 3 Beneficiaries

If you have indicated a co-owner in section 2B, that person will take precedence over the primary beneficiary. Contingent beneficiaries receive proceeds only if all primary beneficiaries pre-decease the owner. Use section 6 for additional beneficiaries.

**Beneficiary #1**  Primary Jane Doe  Male  Female  Trust/Entity  
Name (First, Middle, Last or Name of Trust/Entity)  
100% Spouse 08/13/1956 222-22-2222 MA  
% of Proceeds Relationship to Owner Date of Birth/Trust (mm/dd/yyyy) Social Security/Tax Identification Number State of Residence

**Beneficiary #2**  Primary  Male  Female  Trust/Entity  
 Contingent Name (First, Middle, Last or Name of Trust/Entity)  
% of Proceeds Relationship to Owner Date of Birth/Trust (mm/dd/yyyy) Social Security/Tax Identification Number State of Residence

## 4 Lifetime Income Protection

The Lifetime Income feature included in AnnuityNote Portfolios provides you with an income stream based on one or two covered lives.

Please select one Lifetime Income Option:

Lifetime Income - Single  Lifetime Income - Joint\*

\*For nonqualified registrations (Section 1A) the annuitant's spouse could be co-owner (Section 2) or sole primary beneficiary (Section 3). They also could be co-annuitant. For qualified registrations (Section 1A) the spouse must be the sole primary beneficiary (Section 3).

## 5 A. Initial Investment Options

### Variable Portfolios

% JHIMS<sup>1</sup> Core Allocation  % MFC GIM<sup>2</sup> Lifestyle Balanced  
 % JHIMS<sup>1</sup> Core Balanced  % MFC GIM<sup>2</sup> Lifestyle Conservative  
 % JHIMS<sup>1</sup> Core Disciplined Diversification  % MFC GIM<sup>2</sup> Lifestyle Growth  
 % MFC GIM<sup>2</sup> Core Fundamental Holdings  % MFC GIM<sup>2</sup> Lifestyle Moderate  
 % MFC GIM<sup>2</sup> Core Global Diversification  % Declaration<sup>3</sup> Total Bond Market A  
 75 % MFC GIM<sup>2</sup> Core Strategy

### Dollar Cost Averaging

(Section 5B must be completed if  6 or  12 month DCA is elected)

25% 6 Month Fund OR  12 Month Fund

**100 % Total Initial Investment Options (must equal 100%)**

<sup>1</sup>JHIMS John Hancock Investment Management Services, LLC

<sup>2</sup>MFC Global Investment Management (U.S.A.) Limited

<sup>3</sup>Declaration Marketplace & Research, LLC

## B. Dollar Cost Averaging Instructions

Dollar Cost Averaging (DCA) is an optional program which involves the systematic transfer of specific dollar amounts each month from a Variable DCA ( 6 or  12 month) Source Fund to one or more portfolios listed below. Automatic transfers run until the Source Fund has been depleted.

**Start Date**  Immediate OR  30 days from issue OR  \* Day of Month (1-28)  
(default if none selected)

If the transfer day is a weekend, holiday or the 29th - 31st, then the transfer will occur on the next business day.

\*If funds are received after the requested start date, transfers will begin on the requested day of the following month.

**Source Fund**  Variable Portfolio \_\_\_\_\_

(Selected in 5A)

6 Month DCA Fund OR  12 Month DCA Fund

Monthly transfer amount \$ \_\_\_\_\_ (Variable Portfolio Source Fund ONLY.)

**Destination Funds and % to allocate** (Choose from Variable Portfolios located in section 5A)

50 % Lifestyle Moderate \_\_\_\_\_ % \_\_\_\_\_

50 % Core Global Diversification \_\_\_\_\_ % \_\_\_\_\_

\_\_\_\_\_ % \_\_\_\_\_ % \_\_\_\_\_

**100 % Total DCA Options (must equal 100%)**

## 6 Special Instruction (Write in)

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## 7 REQUIRED For California Owner(s)/Annuitant(s) Age 60 or Older

Under California law, there is a 30-Day Right to Review your contract. During this time, your initial payment may only be invested into a money market fund, unless you specifically direct that the initial payment be invested in other variable investment options.

If you do not check one of these boxes, we must allocate your payment to the Money Market portfolio (Option B).

- A.  I/We wish to immediately invest in the variable investment options elected in Section 5. If my/our contract is canceled within 30 days, the contract value will be returned to me/us.
- B.  I/We authorize the company to allocate my payment to the Money Market portfolio for a period of 35 calendar days. On the 35th day (or next business day) transfer my contract value to the investment selection(s) elected in Section 5. If I cancel my/our contract within 30 days, any payments will be returned.

## 8 Additional State Disclosures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**For VT Residents:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to the penalties under state law.

**For PR Residents:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than \$5,000 and not more than \$10,000, or a fixed term of imprisonment of 3 years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of 5 years, if extenuating circumstances are present, it may be reduced to a minimum of 2 years.

## 9 Military Sales

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

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

# 10 Acknowledgments/Signatures

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

**Yes\***  **No** Does the annuitant or owner have existing individual life insurance policies or annuity contracts?  
 **Yes\***  **No** Will this contract replace or change any existing life insurance or annuity in this or any other company?

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

\_\_\_\_\_  
 Issuing Company Contract Number  Annuity  Life Insurance

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

I/We acknowledge receipt of the prospectus and understand that Contract Values and Death Benefits provided by the contract are variable and are not guaranteed as to fixed dollar amount.

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

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

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

I/We certify my/our status as either a citizen or resident alien of the United States of America.

SIGN  
HERE

**Owner:** \_\_\_\_\_  
 Signature \_\_\_\_\_ Anytown, MA \_\_\_\_\_ 01/15/2010  
 City, State (signed in) \_\_\_\_\_ Date

SIGN  
HERE

**Co-owner:** \_\_\_\_\_  
 Signature \_\_\_\_\_ City, State (signed in) \_\_\_\_\_ Date

SIGN  
HERE

**Annuitant:** \_\_\_\_\_  
 (Required if owner is an entity) Signature \_\_\_\_\_ City, State (signed in) \_\_\_\_\_ Date

SIGN  
HERE

**Co-annuitant:** \_\_\_\_\_  
 (Required if owner is an entity) Signature \_\_\_\_\_ City, State (signed in) \_\_\_\_\_ Date

# 11 Financial Advisor Information

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

**Yes**  **No** Does the annuitant or owner have existing individual life insurance policies or annuity contracts?  
 **Yes**  **No** Will this contract replace or change any existing life insurance or annuity in this or any other company?

**B. Option**  Option B1  Option B2 (If left blank, option will default to your firm's Selling Agreement.)

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

SIGN  
HERE

100 % Frank Q. Agent 777-666-5555 7891  
 Percentage Printed Name Telephone Number State License ID  
 ABC Financial 0123 FQA@ABCFinancial.com  
 Broker/Dealer Firm Broker/Dealer Rep Number Email Address  
 Signature Social Security Number

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

SIGN  
HERE

\_\_\_\_\_% \_\_\_\_\_  
 Percentage Printed Name Telephone Number State License ID  
 \_\_\_\_\_  
 Broker/Dealer Firm Broker/Dealer Rep Number Email Address  
 Signature Social Security Number

SERFF Tracking Number: MALF-126475471 State: Arkansas  
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 44964  
 Company Tracking Number: IVAMSP10 ET AL  
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.004 Modified Single Premium  
 Product Name: AnnuityNote Portfolio (May, 2010)  
 Project Name/Number: /

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b>		
AR - Certification.pdf		

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

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statements of Variability (Contract/Specs & App)		
<b>Comments:</b>		
<b>Attachments:</b>		
Stmnt of Variability - Application.pdf		
AR - Stmnt of Variability (IVAMSP10 et al).pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Certification - Reg 6		
<b>Comments:</b>		
<b>Attachment:</b>		
AR - Certification Reg 6 (Variable Contracts).pdf		

## ARKANSAS CERTIFICATION

**John Hancock Life Insurance Company (U.S.A.)**  
**Form Number(s): IVA-MSP.A.10 & IVA-MSP.C-N.10**

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

1. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 19;
2. Said form conforms in all aspects to the provisions of Arkansas Rule and Regulation 49;
3. Said forms are exempt from ACA 23-80-206 (Flesch) due to the fact that such forms are securities, subject to federal regulations and must comply with requirements of the Securities and Exchange Commission.
4. Said form conforms in all aspects to the provisions of ACA 23-79-138 (Consumer Information Notice).
5. Said form contains no provision or provisions previously disapproved or called to our attention by the Insurance Department of Arkansas, except as follows: NONE



Kathryn Dowdell  
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 2/23/2010

**STATEMENT OF VARIABILITY  
APPLICATION FORM APPMSP.10**

This application is completed to reflect the personal data unique to each owner, as well as the owner's selections from the choices made available by the Company at the time of application based on Class of Owner.

Variable items are shown in brackets [ ]. Below is a description of the variable bracketing contained in this application.

**Variations – Company-Specific Data**

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

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

**Variations by Class of Owner**

The following items may vary by Class of Owner. A class is defined as a group of owners with substantial commonality, such as date of issue, distribution channel through which the plan is offered, or by amount of initial deposit. Multiple variations may be available concurrently. For instance, the Investment Allocation options may differ between Distribution Channel A and Distribution Channel B. Class is determined by the Company on a non-discriminatory basis.

**Product** – may vary by distribution channel.

**Item 1 Contract Type (item A) and Funding (Item B) –**

Below are the Contract Types currently available. We may add or delete types based on the Company's determination as to its target markets.

- Non-Qualified
- Traditional IRA
- Roth IRA
- SEP IRA
- Other

Funding: Minimum amount may range from \$2,000 - \$100,000

**Item 2 – E-mail Address** – email address may or may not be included based on systems capabilities.

**Item 5 – Investment Options and Dollar Cost Averaging Instructions** – The owner will choose the initial allocations from the investments we make available. We may add or delete investment options at any time, as permitted by applicable law.

Item A. Initial Investment Options – Dollar Cost Averaging: This item will reflect the available Dollar Cost Averaging option(s). (i.e. 6 month and/or 12 month) If neither the 6 nor 12 month DCA option is available, this Dollar Cost Averaging section will not appear. Fund Manager footnotes may be updated as changes occur.

Item B. Dollar Cost Averaging Instructions – References to 6 and/or 12 month DCA will be deleted based on the availability of the option(s).

**Item 7 – Notice for California owners/annuitants age 60 or older** – This may be revised or removed entirely as necessary to comply with future changes in California law. In the event this item is removed, the following items will be renumbered accordingly.

**STATEMENT OF VARIABILITY  
APPLICATION FORM APPMSP.10**

**Item 8 - State Disclosures** - The listing of exception states is bracketed to allow us to add or delete states that require a Fraud Warning notice that differs from the NAIC model notice, based on individual state requirements. The state-specific notice area is also bracketed to allow for the addition or deletion of state-specific fraud warnings as state requirements change in the future.

**Item 9 - Military Sales** – This may be revised as necessary to comply with changes in state or federal law.

**Item 11 – Financial Advisor Information** – Item B. Option data will be included when multiple commission options are available, with such options corresponding to the firms' commission agreements. Otherwise, this item will be deleted. In the event Item B Option is deleted, Items C. Financial Advisor (Primary) and D. Financial Advisor (Secondary) will be re-ordered as B and C, respectively.

**STATEMENT OF VARIABILITY**  
**Contract Form IVA-MSP.A.10 & Specifications Page SP.MSP.A.10**  
**Contract Form IVA-MSP.C-N.10 & Specifications Page SP.MSP.C.10 & SP.MSP.N.10**

**CONTRACT COVER PAGE**

Below is a description of the variable bracketing contained in the cover page of the above-referenced contracts. Variable items are indicated by brackets [ ].

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

- Company Logo
- Overnight Mailing Address
- Annuities Service Center address and toll-free number
- Officers' signatures/printed names

Right to Review:

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

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

If a replacement is involved,

- the review period will appear as 30 days;
- the refund amount will be "...the sum of your Payment(s), increased or decreased by the investment performs of the Contract...".

**SPECIFICATION PAGE**

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

Variations by Contract Owner

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

**Type of Contract** – Qualified (i.e Traditional IRA, Roth IRA, SIMPLE IRA) or Non-Qualified

**Contract Date**

**Initial Payment**

**Contract Number**

**Owner**

**Governing Law**

**Annuitant**

**Annuitant's Age**

**Co-Owner**

**Co-Annuitant**

**Covered Person(s)**

**Lifetime Income Date** (See **Variations by Class of Owner**)

**Maturity Date** (the 1<sup>st</sup> of the month following the Annuitant's age 90 unless a different date is specified by the Owner)

**Annuity Option** – Unless otherwise specified by the Owner, the Annuity Option will correspond with the type of Lifetime Income Benefit chosen (i.e. Single Lifetime Income Benefit = Life Annuity with Cash Refund; Joint Lifetime Income Benefit = Joint Life Annuity with Cash Refund)

**Beneficiary Information**

**Qualified Plan statement** (shown in the Disclosures section on page S.5) – will only appear for qualified contracts

Variations by Class of Owner

The following items will vary by Class of Owner. A class is defined as a group of owners with substantial commonality, such as date of issue, distribution channel through which the plan is offered, or by amount of initial deposit. Multiple variations may be available concurrently. .

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

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

Range of variation is described below.

## Plan

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

## Contact Asset Fee

The Contract Asset Fee may be a percentage ranging from 0.25% to 2.50%. This item is shown as 1.50% in the John Doe specifications submitted

## Sales Charges *(this item applies only to Specifications Page SP.MSP.A.10)*

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

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

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

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

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

Where

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

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

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

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

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

## Lifetime Income Percentage

The Lifetime Income Percentage may range from 1.00% to 10.00%. This item is shown as 4.25% in the John Doe Specifications Page.

The description will read Single Lifetime Income Percentage or Joint Lifetime Income Percentage based on the Lifetime Income Benefit chosen by the Owner. This item is shown as Joint Lifetime Income Percentage in the John Doe Specifications Page.

### **Lifetime Income Date**

The Lifetime Income Date is the Xth Contract Anniversary where X may range from 5 years to 10 years.

### **Step-Up Date**

**Frequency** may vary as follows:

- Every Year
- Every **X** years  
where **X** may vary between 2 and 10 years
- Semi-annual
- Quarterly
- Monthly
- Daily

The frequency may change after an initial period as illustrated in the John Doe Specifications.

**Beginning** may vary as follows:

- on the Contract Anniversary
- on the **Y** Contract Anniversary  
where **Y** may vary between 1 and 49 years

**Ending** may vary as follows:

- on the **YY** Contract Anniversary  
where **YY** may vary between 2 and 50
- on the Contract Anniversary following the **N**'s **B**th birthday  
where  
**N** may be
  - oldest Covered Person's
  - youngest Covered Person's**B** may be between 60 and 95
- On the **YY** Contract Anniversary but not beyond the anniversary on or after **N**'s **B**th birthday.  
Where  
**YY** may vary between 2 and 50  
**N** may be
  - oldest Covered Person's
  - youngest Covered Person's**B** may be between 60 and 95

### **Payment Limits**

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

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

### **Transfer Charges and Limitations – Before Maturity Date**

The transaction charge for transfers will be no greater than the lesser of \$25 or 2% of the transferred amount and no less than \$0. This item is shown on the John Doe Specification Page as the lesser of \$25.00 or 2% of the transferred amount. The maximum number of transfers will be no fewer than 4 per contract year. This item is shown on the John Doe Specifications Page as one per month or six at any time within a Contract Year. The minimum transfer amount will be no greater than \$500 and no less than \$0. This item is shown as \$300 on the Specifications Page. The minimum amount remaining in an

Investment Account after a transfer will be no greater than \$500 and no less than \$0. This item is shown as \$100 on the John Doe Specifications Page.

### **Limitations on Amount of Partial Withdrawals**

The minimum partial withdrawal will be no more than \$500 and no less than \$0. This item is shown as \$300 on the John Doe Specifications Page. The minimum amount remaining in an Investment Account after a partial withdrawal will be no more than \$500 and no less than \$0. This item is shown as \$100 on the John Doe Specifications Page. The minimum amount remaining in the Contract after a partial withdrawal will be no more than \$500 and no less than \$0. This item is shown as \$300 on the John Doe Specifications Page.

### **Initial Allocation of Net Payment**

This section will reflect the Owner's allocation of the initial net payment among the investment options chosen from the Available Investment Options.

The DCA Account Option section will appear when the Available Investment Options includes a 6 and/or 12 month DCA option and the Owner chooses such option. The Initial Interest Rate will be no less than 1.00%. The Initial Guarantee Period Expires will vary based on the term (6 month or 12 month) of the DCA Account option chosen calculated from the Contract Date.

### **Available Investment Option**

- The Variable Account designation (shown as John Hancock Life Insurance Company (U.S.A.) Separate Account H on the Specifications Page) may vary based on the Separate Account offered by us for the product.
- We may revise the Available Investment Options. We may include additional options and delete such options at any time as permitted by applicable law.

### **Annuity Benefits**

Annuity Payments – General Information:

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

**ARKANSAS CERTIFICATION**

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

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

**Form Number(s): IVA-MSP.A.10 & IVA-MSP.C-N.10**

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



Kathryn Dowdell  
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 2/23/2010