

SERFF Tracking Number: MANU-127862532 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
 Company Tracking Number: 12PROUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 12PROUL
 Project Name/Number: 12PROUL/12PROUL

Filing at a Glance

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

Product Name: 12PROUL SERFF Tr Num: MANU-127862532 State: Arkansas
 TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 50386
 Adjustable Life Closed
 Sub-TOI: L09I.001 Single Life Co Tr Num: 12PROUL State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Helene Landow, Karren Disposition Date: 12/08/2011
 Phair, Debbie Tom, Jacqueline Lau,
 Joel Meggs
 Date Submitted: 12/02/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: 12PROUL Status of Filing in Domicile:
 Project Number: 12PROUL Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments: State of Domicile:
 Michigan
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 12/08/2011
 State Status Changed: 12/08/2011
 Deemer Date: Created By: Debbie Tom
 Submitted By: Debbie Tom Corresponding Filing Tracking Number:
 Filing Description:
 INDIVIDUAL LIFE
 Policy:

Form 12PROUL - Flexible Premium Universal Life Insurance Policy, Non-Participating

We are submitting the above form for your approval. This form is filed in accordance with the applicable statutes and regulations of your jurisdiction. The form will be laser printed, subject only to minor variations in color, paper stock, duplexing, fonts, and positioning. This is a new form and does not replace any currently approved form. The form will be

SERFF Tracking Number: MANU-127862532 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
Company Tracking Number: 12PROUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 12PROUL
Project Name/Number: 12PROUL/12PROUL

effective on the date of approval and will be marketed to the general public. No part of this filing contains any unusual or controversial items that deviate from normal Company or industry standards.

Form 12PROUL, Flexible Premium Universal Life Insurance Policy, is a non-participating single life policy which targets a general market. The issue age range for the policy presently is 0 to 90 and can vary within this range based on smoking status and risk class. Premiums are payable until the earlier of the life insured's death or age 121. The policy provides two death benefit options and also provides flexibility in the timing and amount of premium payments. The policy includes a secondary guarantee under the Death Benefit Protection provision, which guarantees that the policy will not lapse due to insufficient Cash Surrender Value provided the Net Death Benefit Protection Value is greater than zero. When we receive a premium payment, we deduct a Premium Charge and credit the net premium to the Policy Value. The Guaranteed Interest Account is credited at rates determined by us, which are guaranteed never to be less than an effective annual rate of 2.5%.

Beginning in Policy Year 6, a Persistency Credit is added to your Policy Value on each monthly Processing Date. The minimum Persistency Credit is 0.025% of the Net Policy Value per month. The amount of the Persistency Credit above the minimum will vary based on policy owner actions, such as the timing and amount of premium payments, loans, withdrawals, lapse and reinstatement, as well as changes to the rates of interest applied to the policy and the Cost of Insurance rates. The manner in which these changes are reflected in the Persistency Credit is described in the policy.

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

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

The policy uses the Cash Value Accumulation Test for qualification as life insurance for tax purposes under the Internal Revenue Code.

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

An Actuarial Memorandum and a Reserve Statement for the policy is enclosed.

The main application form which will be used with this policy is NB5000USR (06/2010), Application for Life Insurance, which was approved by your state on August 4, 2010 under SERFF Tracking # MANU-126736915 state tracking #

SERFF Tracking Number: MANU-127862532 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
Company Tracking Number: 12PROUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 12PROUL
Project Name/Number: 12PROUL/12PROUL
46342.

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

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

We trust this form is acceptable to you and look forward to your state's approval in the usual manner. If you have any questions or concerns, please contact me at 416-852-4842 (collect) or via e-mail at joel_meggs@jhancock.com.

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

Company and Contact

Filing Contact Information

Joel Meggs, Sr. Contract Analyst Joel_Meggs@jhancock.com
200 Bloor St E 416-852-4842 [Phone]
Toronto, ON M4W 1E5 416-926-3121 [FAX]

Filing Company Information

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

Filing Fees

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

SERFF Tracking Number: MANU-127862532 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
Company Tracking Number: 12PROUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 12PROUL
Project Name/Number: 12PROUL/12PROUL

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	12/02/2011	54203101

SERFF Tracking Number: MANU-127862532 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
 Company Tracking Number: 12PROUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 12PROUL
 Project Name/Number: 12PROUL/12PROUL

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/08/2011	12/08/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Application	Debbie Tom	12/02/2011	12/02/2011
Supporting Document	Certificate of Compliance with Standard Non-Forfeiture and Valuation	Debbie Tom	12/02/2011	12/02/2011

SERFF Tracking Number: MANU-127862532 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
Company Tracking Number: 12PROUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 12PROUL
Project Name/Number: 12PROUL/12PROUL

Disposition

Disposition Date: 12/08/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MANU-127862532 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
 Company Tracking Number: 12PROUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 12PROUL
 Project Name/Number: 12PROUL/12PROUL

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document (revised)	Application		Yes
Supporting Document	Application	Replaced	Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Memorandum /Reserve Statement for Policy Form 12PROUL		No
Supporting Document (revised)	Certificate of Compliance with Standard Non-Forfeiture and Valuation		Yes
Supporting Document	Certificate of Compliance with Standard Non-Forfeiture and Valuation	Replaced	Yes
Supporting Document	Compliance Certification re Unfair Sex Discrimination		Yes
Supporting Document	Compliance Certification re Ark. Code Ann. 23-79-138 and Regulation 49		Yes
Form	Flexible Premium Universal Life Insurance Policy, Non-Participating		Yes

SERFF Tracking Number: MANU-127862532 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
Company Tracking Number: 12PROUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 12PROUL
Project Name/Number: 12PROUL/12PROUL

Amendment Letter

Submitted Date: 12/02/2011

Comments:

Revised forms.

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Application

Comment:

NB5000USR (06-2010).pdf

User Added -Name: Certificate of Compliance with Standard Non-Forfeiture and Valuation

Comment:

AR - actcert re valuation and nonforfeiture ar.pdf

SERFF Tracking Number: MANU-127862532 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
 Company Tracking Number: 12PROUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 12PROUL
 Project Name/Number: 12PROUL/12PROUL

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	12PROUL	Policy/Cont Flexible Premium ract/Fratern Universal Life al Insurance Policy, Certificate Non-Participating	Initial		55.000	12PROUL AR.pdf



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

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

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

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

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

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

Signed for the Company by:


President


Secretary

Policy Provisions

Section

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

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

PREMIUMS AT ISSUE

Minimum Initial Premium	\$ [35.10]
Premium Mode	[Annual]
Planned Premium	\$ [955.00 per year]

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

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

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

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

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

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

PREMIUMS AT ISSUE

Minimum Initial Premium	\$ [35.10]
Premium Mode	[Annual]
Planned Premium	\$ [547.00 per year]

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

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

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

At a minimum, this policy will provide coverage until Policy Month [11], Policy Year [40], if all Planned Premiums shown above are paid when they are due, and you do not take any policy loans or withdrawals and there are no other policy changes. For purposes of the preceding statement we have assumed maximum mortality charges, maximum expense charges, and minimum credited interest.

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

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

OTHER BENEFITS AND SPECIFICATIONS

[Not Applicable]

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

MAXIMUM EXPENSE CHARGES

Deductions from Premium Payments

Premium Charge A percentage of total premium payments in each Policy Year, the percentages as shown below:

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

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

Monthly Deductions: The following charges are deducted monthly from the Guaranteed Interest Account:

Administrative Charge	\$15.00
Contract Charge	[\$0.0666] per \$1,000 of Face Amount for the first 20 Policy Years.
Cost of Insurance Charge	Determined in accordance with Section 14. Maximum Monthly Cost of Insurance Rates per \$1,000 are shown in Section 2.

Other Charges

Surrender Charge

This charge is deducted from the Guaranteed Interest Account during the Surrender Charge Period. See Sections 5 and 18 for details of when a Surrender Charge applies.

The Surrender Charge for the Face Amount at Issue is [\$494.84], minus 2% times the lesser of (a) or (b) where:

- (a) is \$[2,337.60]; and
- (b) is the sum of premiums paid in the first Policy Year.

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

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

Supplementary Benefit Rider Charges Charges for applicable riders are shown under Other Benefits and Specifications earlier in this Section 1.

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

TABLE OF VALUES

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

Minimum Face Amount Decrease	\$50,000
Guaranteed Interest Account Annual Rate	Not less than 2.5%
Loan Interest Rate	As defined in Section 17
Maximum Loan Interest Credited Differential	
Policy Years 1-10	1.25%
Policy Years 11+	.25%
Minimum Loan Amount	\$500
Minimum Withdrawal Amount	\$500
Death Benefit Discount Factor	1.0020598
Partial Surrender Charge Decrease Exemption	10%
Premium Charge Limit	[2,337.60]

The following items are used in determining the Persistency Measure as described in this policy:

Persistency Credit Commencement Year Policy Year 6

Persistency Credit Grading Percentage The table below shows the Persistency Credit Grading Percentage that applies at the end of each Policy Year. Proportionate grading percentages apply for other Policy Months.

<u>Policy Year</u>	<u>Persistency Credit Grading Percentage</u>	<u>Policy Year</u>	<u>Persistency Credit Grading Percentage</u>
1	0%	9	40%
2	0%	10	50%
3	0%	11	60%
4	0%	12	70%
5	0%	13	80%
6	10%	14	90%
7	20%	15+	100%
8	30%		

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

TABLE OF VALUES (continued)

Persistency Measure Premium Adjustment Factor	A percentage of total premium payments in each Policy Year, the percentages as shown below												
	<table border="0"> <thead> <tr> <th style="text-align: center;">Policy Years</th> <th style="text-align: center;">Up to Premium Charge Limit*</th> <th style="text-align: center;">Excess of Premium Charge Limit</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">[59.47%]</td> <td style="text-align: center;">[67.17%]</td> </tr> <tr> <td style="text-align: center;">2-10</td> <td style="text-align: center;">[69.08%]</td> <td style="text-align: center;">[69.08%]</td> </tr> <tr> <td style="text-align: center;">11+</td> <td style="text-align: center;">[73.08%]</td> <td style="text-align: center;">[73.08%]</td> </tr> </tbody> </table>	Policy Years	Up to Premium Charge Limit*	Excess of Premium Charge Limit	1	[59.47%]	[67.17%]	2-10	[69.08%]	[69.08%]	11+	[73.08%]	[73.08%]
Policy Years	Up to Premium Charge Limit*	Excess of Premium Charge Limit											
1	[59.47%]	[67.17%]											
2-10	[69.08%]	[69.08%]											
11+	[73.08%]	[73.08%]											
	*Premium Charge Limit as shown earlier in this section												
Persistency Measure Administrative Charge	\$15.00												
Persistency Measure Contract Charge	[\$0.1943] per \$1000 of Face Amount for the first 5 Policy Years												
Persistency Measure Cost of Insurance Charge	Rates vary by the Life Insured's Age and are shown in Section 2.												
Persistency Credit Ratio	45%												

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

Death Benefit Protection Premium Charge	A percentage of total premium payments in each Policy Year, the percentages as shown below									
	<table border="0"> <thead> <tr> <th style="text-align: center;">Policy Years</th> <th style="text-align: center;">Up to Premium Charge Limit*</th> <th style="text-align: center;">Excess of Premium Charge Limit</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">10%</td> <td style="text-align: center;">8%</td> </tr> <tr> <td style="text-align: center;">2+</td> <td style="text-align: center;">8%</td> <td style="text-align: center;">8%</td> </tr> </tbody> </table>	Policy Years	Up to Premium Charge Limit*	Excess of Premium Charge Limit	1	10%	8%	2+	8%	8%
Policy Years	Up to Premium Charge Limit*	Excess of Premium Charge Limit								
1	10%	8%								
2+	8%	8%								
	*Premium Charge Limit as shown earlier in this section									
Death Benefit Protection Administrative Charge	\$15.00									
Death Benefit Protection Contract Charge	[\$0.1764] per \$1000 of Face Amount for the first 5 Policy Years									
Death Benefit Protection Interest Rates	The Death Benefit Protection Value will be credited with an annual percentage rate of 2.50%									
Death Benefit Protection Cost of Insurance Rates	Rates vary by the Life Insured's Age and are shown in Section 2.									

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

Age	Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk	Age	Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk
35	0.056860	79	5.219700
36	0.095800	80	5.839700
37	0.100000	81	6.550900
38	0.107500	82	7.297500
39	0.114200	83	8.109600
40	0.121700	84	9.017300
41	0.131700	85	10.042300
42	0.144200	86	11.192200
43	0.158400	87	12.465000
44	0.175100	88	13.849300
45	0.194300	89	15.333400
46	0.212700	90	16.908800
47	0.232700	91	18.416300
48	0.244400	92	20.015200
49	0.257800	93	21.733600
50	0.277000	94	23.585400
51	0.299600	95	25.573000
52	0.330600	96	27.431800
53	0.364000	97	29.457800
54	0.406700	98	31.672600
55	0.459400	99	34.099500
56	0.513100	100	36.771300
57	0.570900	101	38.951300
58	0.620400	102	41.335300
59	0.677500	103	43.946200
60	0.746300	104	46.812800
61	0.830400	105	49.925300
62	0.933100	106	53.362500
63	1.048500	107	57.173400
64	1.169900	108	61.419000
65	1.298300	109	66.173200
66	1.428600	110	71.529300
67	1.560800	111	77.616700
68	1.703300	112	83.333300
69	1.851200	113	83.333300
70	2.030800	114	83.333300
71	2.232200	115	83.333300
72	2.497300	116	83.333300
73	2.777800	117	83.333300
74	3.073900	118	83.333300
75	3.398600	119	83.333300
76	3.754000	120	83.333300
77	4.168400	121	0.000000
78	4.654800		

For Age 121 and above, the Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk is 0.

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

2. TABLE OF RATES (continued) – Policy [12 345 678]

RATE TABLE

Age	Minimum Death Benefit Factor A	Minimum Death Benefit Factor B	Age	Minimum Death Benefit Factor A	Minimum Death Benefit Factor B
35	11.7527	5.3395	79	3.0592	1.4080
36	11.2851	5.1273	80	2.9952	1.3808
37	10.8747	4.9411	81	2.9343	1.3552
38	10.5042	4.7730	82	2.8763	1.3314
39	10.1478	4.6113	83	2.8206	1.3092
40	9.8041	4.4554	84	2.7667	1.2884
41	9.4638	4.3010	85	2.7143	1.2689
42	9.1364	4.1524	86	2.6630	1.2510
43	8.8220	4.0098	87	2.6123	1.2346
44	8.5201	3.8728	88	2.5613	1.2197
45	8.2306	3.7414	89	2.5091	1.2063
46	7.9530	3.6155	90	2.4541	1.1946
47	7.6865	3.4946	91	2.3944	1.1844
48	7.4305	3.3785	92	2.3275	1.1755
49	7.1831	3.2662	93	2.2496	1.1677
50	6.9440	3.1578	94	2.1536	1.1590
51	6.7138	3.0534	95	2.0339	1.1486
52	6.4922	2.9528	96	1.8851	1.1352
53	6.2796	2.8564	97	1.7041	1.1167
54	6.0757	2.7640	98	1.4913	1.0908
55	5.8806	2.6755	99	1.2523	1.0536
56	5.6945	2.5912	100	1.0000	1.0000
57	5.5165	2.5106	101	1.0000	1.0000
58	5.3464	2.4335	102	1.0000	1.0000
59	5.1828	2.3594	103	1.0000	1.0000
60	5.0255	2.2882	104	1.0000	1.0000
61	4.8748	2.2200	105	1.0000	1.0000
62	4.7308	2.1549	106	1.0000	1.0000
63	4.5937	2.0929	107	1.0000	1.0000
64	4.4632	2.0340	108	1.0000	1.0000
65	4.3390	1.9779	109	1.0000	1.0000
66	4.2204	1.9245	110	1.0000	1.0000
67	4.1068	1.8733	111	1.0000	1.0000
68	3.9977	1.8243	112	1.0000	1.0000
69	3.8929	1.7772	113	1.0000	1.0000
70	3.7918	1.7318	114	1.0000	1.0000
71	3.6948	1.6883	115	1.0000	1.0000
72	3.6017	1.6467	116	1.0000	1.0000
73	3.5133	1.6073	117	1.0000	1.0000
74	3.4290	1.5698	118	1.0000	1.0000
75	3.3484	1.5342	119	1.0000	1.0000
76	3.2712	1.5002	120	1.0000	1.0000
77	3.1973	1.4678	121	1.0000	1.0000
78	3.1266	1.4370			

For Age 121 and above, the Minimum Death Benefit Factor is 1.0000.

Minimum Death Benefit Factors vary by Issue Age, Sex, duration, and Risk Classification. The rates shown above apply to the Risk Classification of the Life Insured on the date of issue.

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

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

Age	Monthly Death Benefit Protection Cost of Insurance Rates per \$1,000 of Net Amount at Risk	Age	Monthly Death Benefit Protection Cost of Insurance Rates per \$1,000 of Net Amount at Risk	Age	Monthly Death Benefit Protection Cost of Insurance Rates per \$1,000 of Net Amount at Risk
35	0.155449	66	0.947100	97	50.248400
36	0.197571	67	1.041713	98	53.396600
37	0.245695	68	1.144475	99	56.756600
38	0.162604	69	1.252137	100	60.350000
39	0.183865	70	1.382552	101	63.201600
40	0.201254	71	1.529348	102	66.240000
41	0.215346	72	1.721314	103	69.473400
42	0.228019	73	1.926071	104	72.913400
43	0.242332	74	6.045000	105	76.521600
44	0.259455	75	6.671600	106	80.358400
45	0.281790	76	7.355000	107	83.333300
46	0.306977	77	8.148400	108	83.333300
47	0.332758	78	9.075000	109	83.333300
48	0.354703	79	10.145000	110	83.333300
49	0.370250	80	11.311600	111	83.333300
50	0.380794	81	12.640000	112	83.333300
51	0.390937	82	14.023400	113	83.333300
52	0.400970	83	15.515000	114	83.333300
53	0.411859	84	17.166600	115	83.333300
54	0.420445	85	19.011600	116	83.333300
55	0.429138	86	21.056600	117	83.333300
56	0.434526	87	23.290000	118	83.333300
57	0.435162	88	25.683400	119	83.333300
58	0.427034	89	28.208400	120	83.333300
59	0.410072	90	30.843400	121	0.000000
60	0.474861	91	33.321600		
61	0.532102	92	35.905000		
62	0.601978	93	38.630000		
63	0.681104	94	41.508400		
64	0.765201	95	44.531600		
65	0.854964	96	47.298400		

2. TABLE OF RATES (continued) – Policy [12 345 678]**MAXIMUM MONTHLY PERSISTENCY MEASURE COST OF INSURANCE RATES**

The rate per dollar equals the rate shown below divided by 1000. The Maximum Monthly Persistency Measure Cost of Insurance Rates will be increased for any Additional Rating applied to the Cost of Insurance Rates as shown in Section 1. The Persistency Measure Cost of Insurance calculation is described in the Persistency Measure provision.

Age	Maximum Monthly Persistency Measure Cost of Insurance Rates per \$1,000 of Persistency Measure Net Amount at Risk	Age	Maximum Monthly Persistency Measure Cost of Insurance Rates per \$1,000 of Persistency Measure Net Amount at Risk	Age	Maximum Monthly Persistency Measure Cost of Insurance Rates per \$1,000 of Persistency Measure Net Amount at Risk
35	0.056860	66	1.142880	97	23.566240
36	0.095800	67	1.248640	98	25.338080
37	0.100000	68	1.362640	99	27.279600
38	0.107500	69	1.480960	100	29.417040
39	0.114200	70	1.624640	101	31.161040
40	0.097360	71	1.785760	102	33.068240
41	0.105360	72	1.997840	103	35.156960
42	0.115360	73	2.222240	104	37.450240
43	0.126720	74	2.459120	105	39.940240
44	0.140080	75	2.718880	106	42.690000
45	0.155440	76	3.003200	107	45.738720
46	0.170160	77	3.334720	108	49.135200
47	0.186160	78	3.723840	109	52.938560
48	0.195520	79	4.175760	110	57.223440
49	0.206240	80	4.671760	111	62.093360
50	0.221600	81	5.240720	112	66.666640
51	0.239680	82	5.838000	113	66.666640
52	0.264480	83	6.487680	114	66.666640
53	0.291200	84	7.213840	115	66.666640
54	0.325360	85	8.033840	116	66.666640
55	0.367520	86	8.953760	117	66.666640
56	0.410480	87	9.972000	118	66.666640
57	0.456720	88	11.079440	119	66.666640
58	0.496320	89	12.266720	120	66.666640
59	0.542000	90	13.527040	121	0.000000
60	0.597040	91	14.733040		
61	0.664320	92	16.012160		
62	0.746480	93	17.386880		
63	0.838800	94	18.868320		
64	0.935920	95	20.458400		
65	1.038640	96	21.945440		

2. TABLE OF RATES (continued) – Policy [12 345 678]

PERSISTENCY MEASURE ADJUSTMENT FACTORS

The Persistency Measure Adjustment Factors are used to calculate the Persistency Measure Adjustment on each Processing Date. The rates for the Age of the Life Insured are shown below.

Age	Persistency Measure Adjustment Factor A	Persistency Measure Adjustment Factor B	Age	Persistency Measure Adjustment Factor A	Persistency Measure Adjustment Factor B
35	2.820432	0.016030	79	1.188093	-0.290139
36	2.558613	0.004074	80	1.159431	-0.306944
37	2.192296	0.003431	81	1.130771	-0.314371
38	2.192296	0.003498	82	1.102112	-0.302597
39	2.192296	0.003745	83	1.073455	-0.263503
40	2.192296	0.004858	84	1.044800	-0.196363
41	2.192296	0.004650	85	1.016146	-0.089515
42	2.192296	0.004444	86	0.987494	0.045063
43	2.192296	0.003559	87	0.958843	0.214162
44	2.192296	0.003102	88	0.930195	0.426257
45	2.163576	0.001782	89	0.901547	0.719912
46	2.134859	0.000854	90	0.872902	0.889574
47	2.106142	-0.001845	91	0.844258	1.166344
48	2.077427	-0.006308	92	0.815616	1.439081
49	2.048714	-0.009633	93	0.786975	1.751777
50	2.020004	-0.011340	94	0.758336	2.122620
51	1.991294	-0.011798	95	0.729699	2.557039
52	1.962586	-0.013380	96	0.729699	3.022462
53	1.933880	-0.014980	97	0.729699	3.515422
54	1.905175	-0.017698	98	0.729699	4.079906
55	1.876472	-0.021085	99	0.729699	4.718054
56	1.847771	-0.024470	100	0.729699	5.355886
57	1.819071	-0.028955	101	0.729699	5.952293
58	1.790373	-0.032725	102	0.729699	6.543244
59	1.761677	-0.038066	103	0.729699	7.128715
60	1.732982	-0.043899	104	0.729699	7.709604
61	1.704288	-0.050892	105	0.729699	8.231118
62	1.675597	-0.058216	106	0.729699	8.433586
63	1.646907	-0.065864	107	0.729699	8.757075
64	1.618219	-0.073380	108	0.729699	9.022603
65	1.589533	-0.081834	109	0.729699	9.227658
66	1.560848	-0.092294	110	0.729699	9.263038
67	1.532164	-0.103646	111	0.729699	8.549371
68	1.503483	-0.116085	112	0.729699	7.794516
69	1.474803	-0.130022	113	0.729699	6.995942
70	1.446124	-0.145000	114	0.729699	6.151896
71	1.417447	-0.159902	115	0.729699	5.259284
72	1.388773	-0.173835	116	0.729699	4.317001
73	1.360099	-0.188269	117	0.729699	3.323371
74	1.331427	-0.202413	118	0.729699	2.279757
75	1.302757	-0.220565	119	0.729699	1.196485
76	1.274089	-0.236502	120	0.729699	0.184644
77	1.245421	-0.253955	121	0.000000	0.000000
78	1.216757	-0.272115			

2. TABLE OF RATES (continued) – Policy [12 345 678]

PERSISTENCY MEASURE ADJUSTMENT FACTORS (continued)

The Persistency Measure Adjustment Factors are used to calculate the Persistency Measure Adjustment on each Processing Date. The rates for the Age of the Life Insured are shown below.

Age	Persistency Measure Adjustment Factor C	Persistency Measure Adjustment Factor D	Age	Persistency Measure Adjustment Factor C	Persistency Measure Adjustment Factor D
35	-0.963750	0.003315	79	0.000000	0.419223
36	-0.963750	0.004958	80	0.000000	0.436002
37	-0.963750	0.006518	81	0.000000	0.452661
38	-0.963750	0.008017	82	0.000000	0.469152
39	-0.963750	0.009512	83	0.000000	0.485421
40	-0.963750	0.011240	84	0.000000	0.501352
41	-0.963750	0.015352	85	0.000000	0.516835
42	-0.963750	0.019746	86	0.000000	0.531795
43	-0.963750	0.024352	87	0.000000	0.546169
44	-0.963750	0.029182	88	0.000000	0.559912
45	0.000000	0.034486	89	0.000000	0.573041
46	0.000000	0.040051	90	0.000000	0.584484
47	0.000000	0.045887	91	0.000000	0.595186
48	0.000000	0.052001	92	0.000000	0.605155
49	0.000000	0.058394	93	0.000000	0.614409
50	0.000000	0.065036	94	0.000000	0.622988
51	0.000000	0.071952	95	0.000000	0.630944
52	0.000000	0.079155	96	0.000000	0.638446
53	0.000000	0.086651	97	0.000000	0.645565
54	0.000000	0.094459	98	0.000000	0.652444
55	0.000000	0.102626	99	0.000000	0.659294
56	0.000000	0.111174	100	0.000000	0.666298
57	0.000000	0.120127	101	0.000000	0.673645
58	0.000000	0.129487	102	0.000000	0.681676
59	0.000000	0.139262	103	0.000000	0.690915
60	0.000000	0.149450	104	0.000000	0.702193
61	0.000000	0.160043	105	0.000000	0.716713
62	0.000000	0.171035	106	0.000000	0.727170
63	0.000000	0.182437	107	0.000000	0.739931
64	0.000000	0.194249	108	0.000000	0.756364
65	0.000000	0.206479	109	0.000000	0.778801
66	0.000000	0.219137	110	0.000000	0.810832
67	0.000000	0.232217	111	0.000000	0.855703
68	0.000000	0.245718	112	0.000000	0.921508
69	0.000000	0.259637	113	0.000000	1.013430
70	0.000000	0.273974	114	0.000000	1.087872
71	0.000000	0.288734	115	0.000000	1.167129
72	0.000000	0.303929	116	0.000000	1.251515
73	0.000000	0.319566	117	0.000000	1.341359
74	0.000000	0.335638	118	0.000000	1.437017
75	0.000000	0.352100	119	0.000000	1.538863
76	0.000000	0.368764	120	0.000000	1.647297
77	0.000000	0.385546	121	0.000000	0.000000
78	0.000000	0.402385			

2. TABLE OF RATES (continued) – Policy [12 345 678]

HURDLE ADJUSTMENT

The Hurdle Adjustment amounts for the Age of the Life Insured are shown below.

Age	Hurdle Adjustment	Age	Hurdle Adjustment	Age	Hurdle Adjustment
35	\$0	79	\$5,764		
36	\$0	80	\$5,995		
37	\$0	81	\$6,224		
38	\$0	82	\$6,451		
39	\$0	83	\$6,675		
40	\$155	84	\$6,894		
41	\$211	85	\$7,106		
42	\$272	86	\$7,312		
43	\$335	87	\$7,510		
44	\$401	88	\$7,699		
45	\$474	89	\$7,879		
46	\$551	90	\$8,037		
47	\$631	91	\$8,184		
48	\$715	92	\$8,321		
49	\$803	93	\$8,448		
50	\$894	94	\$8,566		
51	\$989	95	\$8,675		
52	\$1,088	96	\$8,779		
53	\$1,191	97	\$8,877		
54	\$1,299	98	\$8,971		
55	\$1,411	99	\$9,065		
56	\$1,529	100	\$9,162		
57	\$1,652	101	\$9,263		
58	\$1,780	102	\$9,373		
59	\$1,915	103	\$9,500		
60	\$2,055	104	\$9,655		
61	\$2,201	105	\$9,855		
62	\$2,352	106	\$9,999		
63	\$2,509	107	\$10,174		
64	\$2,671	108	\$10,400		
65	\$2,839	109	\$10,709		
66	\$3,013	110	\$11,149		
67	\$3,193	111	\$11,766		
68	\$3,379	112	\$12,671		
69	\$3,570	113	\$13,935		
70	\$3,767	114	\$14,958		
71	\$3,970	115	\$16,048		
72	\$4,179	116	\$17,208		
73	\$4,394	117	\$18,444		
74	\$4,615	118	\$19,759		
75	\$4,841	119	\$21,159		
76	\$5,071	120	\$22,650		
77	\$5,301	121	\$0		
78	\$5,533				

3. DEFINITIONS

Listed below are some terms that have specific meanings in your policy. Please refer to these definitions as you read your policy. Other terms may be defined in the body of your policy.

Additional Rating means an increase in the Cost of Insurance, the Death Benefit Protection Cost of Insurance, or the Persistence Measure Cost of Insurance that is applied when a Life Insured does not meet, at a minimum, our underwriting requirements for the standard Risk Classification.

Age means, on any policy anniversary, the age of the person in question at his or her birthday nearest that date.

Annual Processing Date means every 12th Processing Date starting with the Processing Date next after the Policy Date.

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

Cash Surrender Value means the Policy Value less the Surrender Charge.

Date means a calendar day ending at midnight local time at our Service Office.

Guaranteed Interest Account means that part of the Policy Value which reflects the value you have in our general account.

In force means that the policy has not terminated in accordance with Sections 9, 10, or 11, or surrendered in accordance with Section 18.

Issue Date means the date shown in Section 1 of this policy from which the Suicide and Incontestability provisions are applied.

Loan Account means that part of the Policy Value which reflects amounts transferred from the Guaranteed Interest Account as collateral for a policy loan.

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

Net Amount at Risk is an amount used for the purpose of calculating the Cost of Insurance charges as described in Section 14.

Net Cash Surrender Value means the Cash Surrender Value less the Policy Debt.

Net Policy Value means the Policy Value less the value in the Loan Account.

Net Premium means the gross premium paid less any Premium Charge.

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

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

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

Policy Debt as of any date means (a) plus (b) plus (c), minus (d), where:

- (a) is the total amount of loans borrowed as of such date;
- (b) is the total amount of any unpaid loan interest charges borrowed against the policy on a Policy Anniversary;

3. DEFINITIONS (continued)

- (c) is any interest charges accrued from the last Policy Anniversary to the current date; and
- (d) is the total amount of loan repayments as of such date.

Policy Value means the sum of the values in the Loan Account and the Guaranteed Interest Account.

Policy Year means (a) or (b) below whichever is applicable.

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

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

Service Office means the office that we designate to service this policy as shown on the back cover of your policy.

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

Surrender Date means the end of the Business Day on which we receive at our Service Office your Written Request for full surrender of the policy.

We, us, and our refer only to the Company.

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

You and your refer only to the Owner of this policy.

4. QUALIFICATION AS LIFE INSURANCE

It is intended that this policy comply with Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code, so that, notwithstanding any other provisions of the policy to the contrary, it will be considered as life insurance for federal income tax purposes. We reserve the right to make any reasonable adjustments to the terms or conditions of this policy if it becomes necessary to allow it to qualify as life insurance. This provision should not be construed to guarantee that this policy will receive tax treatment as life insurance or that the tax treatment of life insurance will never be changed by the future actions of any tax authority. This policy uses the Cash Value Accumulation Test as its life insurance qualification test.

Cash Value Accumulation Test

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

Effect on Life Insurance Qualification Test

A change in Death Benefit Option or Face Amount, or certain other policy changes, will often change the policy's limits under the life insurance qualification test.

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

5. FACE AMOUNT

Increase in Face Amount

You may not increase the Face Amount under this policy. However, if you request a change in your Death Benefit Option from Option 2 to Option 1, it may result in an increase of the Face Amount. Refer to the Change of Death Benefit Options provision in Section 6.

Reduction of Face Amount

You may request a reduction in Face Amount any time after the first Policy Year while this policy is in force. The Minimum Face Amount Decrease is shown in Section 1. Without our prior approval, the Face Amount cannot be reduced such that it falls below the lesser of \$50,000 or the Face Amount at Issue. If you decrease the Face Amount of Insurance during the Surrender Charge Period we will deduct a pro-rata Surrender Charge from the Guaranteed Interest Account.

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

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

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

Any Face Amount decrease will be effective on the next Processing Date following the date we approve the request for the decrease.

6. INSURANCE BENEFIT

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

Insurance Benefit

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

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

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

Death Benefit

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

Death Benefit Options

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

6. INSURANCE BENEFIT (continued)

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

- (a) the Face Amount if Option 1 is in effect, as specified in Section 18; or
- (b) the Policy Value if Option 2 is in effect.

Change of Death Benefit Options

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

Minimum Death Benefit

The sum of the Death Benefit as described above and the benefit payable upon the death of the Life Insured under any Supplementary Benefit riders will never be less than the Minimum Death Benefit. The Minimum Death Benefit on any date is equal to the minimum of (a) and (b), where:

- (a) is the Minimum Death Benefit Factor A for the Age of the Life Insured multiplied by the greater of (i), (ii) and (iii) where:
 - (i) is the Policy Value;
 - (ii) is the Persistency Measure multiplied by the Persistency Credit Ratio; and
 - (iii) is the cash surrender value as defined in Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code; and
- (b) is Minimum Death Benefit Factor B for the Age of the Life Insured multiplied by the greater of (i), (ii) and (iii) where:
 - (i) is the Policy Value;
 - (ii) is the Persistency Measure; and
 - (iii) is the cash surrender value as defined in Section 7702 of the Internal Revenue Code, or any other equivalent section of the Code.

When determining the Minimum Death Benefit for purposes other than payment of the Insurance Benefit, the Policy Value, Persistency Measure, and the cash surrender value as defined in Section 7702 of the Internal Revenue Code, are determined as of the current Business Day. The Minimum Death Benefit Factors are shown in Section 2. However, at no time will the Minimum Death Benefit be less than the amount required to maintain qualification of this policy as a life insurance contract for federal income tax purposes. We reserve the right to modify the Minimum Death Benefit Factors shown in Section 2, retroactively if necessary, to maintain qualification of this policy as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of this policy to the contrary.

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

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

7. INTEREST ON PROCEEDS

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

8. PREMIUMS

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

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

If coverage under the policy takes effect in accordance with the provisions of the application, we will process any premium payment as of the end of the Business Day the payment is received at our Service Office, subject to the limitations of the life insurance qualification test and to our maximum limits then in effect, unless one of the following exceptions applies:

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

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

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

Continuation of Insurance Upon Discontinuance of Premium Payments

Regardless of whether you continue paying premiums, we will continue taking the Monthly Deductions from the Guaranteed Interest Account. Your insurance coverage will continue subject to the Death Benefit Protection, Grace Period, and Policy Termination provisions in Sections 9, 10 and 11.

Returned or Protested Payments

Any purported payment(s) submitted to the Company by check or any other instrument including a wire transfer, whether or not credited to the policy by the Company, which is returned or protested does not constitute payment. The Company does not accept checks or other instruments unconditionally. The Company undertakes no duty to notify any person of a returned or protested payment, except as may be required by applicable law. Any information about the policy, including but not limited to verifications of coverage and policy values provided in any form by the Company on account of such submission(s) is not valid and shall not constitute a waiver or estoppel with respect to any of the terms or conditions of the policy. Such submissions will not prevent or delay a default or termination and do not extend the time for payment or any Grace Period as provided for under the policy.

9. DEATH BENEFIT PROTECTION

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

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

9. DEATH BENEFIT PROTECTION (continued)

Net Death Benefit Protection Value

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

Death Benefit Protection Value

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

- (a) the Premium Charge applied to premiums paid will be the Death Benefit Protection Premium Charge shown in Section 1;
- (b) the Administrative Charge and Contract Charge deducted monthly from the Policy Value will be the Death Benefit Protection Administrative Charge and Death Benefit Protection Contract Charge shown in Section 1;
- (c) the Net Premium, after any deductions due are taken, is applied to the Death Benefit Protection Value retroactive to the beginning of the Policy Month in which the premium is received and Death Benefit Protection Interest credits are recalculated;
- (d) the Death Benefit Protection Value will be credited with the Death Benefit Protection Interest Rate shown in Section 1;
- (e) the rates used in calculating the Cost of Insurance for the Death Benefit Protection Value are replaced with the Death Benefit Protection Cost of Insurance Rates shown in Section 2;
- (f) there is no Persistency Credit applied to the Death Benefit Protection Value; and
- (g) the Net Amount at Risk used in calculating the Cost of Insurance charge for the Death Benefit Protection Value is:
 - (i) the sum of the Face Amount and the Death Benefit payable under any Supplementary Benefit rider for which charges are deducted from the Guaranteed Interest Account and are based on the Net Amount at Risk, divided by the Death Benefit Discount Factor shown in Section 1;
 - (ii) minus the Death Benefit Protection Value (if Death Benefit Option 1 has been elected) at the end of the immediately preceding Business Day less all Monthly Deductions, as modified by the Death Benefit Protection Value provision, due on the Policy Date or subsequent Processing Date.

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

Default of the Death Benefit Protection Feature

This feature will go into default at the beginning of any Policy Month in which the Net Death Benefit Protection Value is less than or equal to zero after we deduct the Monthly Deductions that are due for that month.

Death Benefit Protection Feature Grace Period

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

Death Benefit Protection Default Payment

The amount required to bring this feature out of default, referred to as the Death Benefit Protection Default Payment, is an amount equal to (a) plus (b) where:

- (a) is the amount necessary to bring the Net Death Benefit Protection Value to zero at the date of default;
- (b) is the additional premium amount necessary to keep the Net Death Benefit Protection Value above zero for the next two Policy Months.

9. DEATH BENEFIT PROTECTION (continued)

If the Death Benefit Protection Default Payment is not paid by the end of the Grace Period for this feature, then this feature will terminate.

Termination of the Death Benefit Protection Feature

This feature terminates at the earliest of:

- (a) the end of the Grace Period for which you have not paid the Death Benefit Protection Default Payment;
- (b) the date your policy terminates.

This feature cannot be reinstated after it terminates.

10. GRACE PERIOD

Default

The policy and any Supplementary Benefit riders will go into default if at the beginning of any Policy Month the Net Cash Surrender Value is less than or equal to zero after we take the Monthly Deductions that are due for that month and the Death Benefit Protection feature, described in Section 9, is not in effect.

Grace Period Duration

We will allow 61 days from the date the policy goes into default for you to pay the Default Payment described below to bring the policy out of default. At least 30 days prior to termination of coverage, we will send notice to your last known address, specifying the amount you must pay to bring the policy out of default. If we have notice of a policy assignment on file at our Service Office, we will also mail a copy of the notice of the amount due to the assignee on record. During the Grace Period, no Persistency Credit and no interest will be credited to your policy.

Default Payment

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

- (a) is an amount equal to (i) plus (ii) where:
 - (i) is the amount necessary to bring the Net Cash Surrender Value to zero at the date of default;
 - (ii) is the additional premium amount necessary to keep the Net Cash Surrender Value above zero for the next two Policy Months;
- (b) is the Death Benefit Protection Default Payment as described in Section 9.

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

11. POLICY TERMINATION

This policy terminates on the earliest of the following events:

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

12. REINSTATEMENT

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

The requirements for reinstatement are as follows:

- (a) we must receive Written Request for reinstatement;
- (b) reinstatement is subject to our normal underwriting practices, including evidence of insurability for the Life Insured, and for any insureds covered under any Supplementary Benefit rider that you wish to reinstate.

If we approve your request,

- (a) we must receive at our Service Office, within 60 days from the date of approval, a premium equal to the amount that was required to bring the policy out of default immediately prior to termination, plus the amount needed to keep the policy in force for the next three Policy Months;
- (b) the reinstatement date will be the date we receive the required payment referenced in (a) above at our Service Office, until which time no coverage will be in force;
- (c) the Face Amount will be reinstated to the same amount it was on the date the policy terminated;
- (d) any Surrender Charge will be reinstated to the amount it was at the date of default;
- (e) the remaining Surrender Charge Period, if any, will be the same as on the date of default;
- (f) the Policy Value on the date of reinstatement, prior to the crediting of any Net Premium paid on the reinstatement, will be equal to the Policy Value on the date the policy terminated.

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

13. COVERAGE AT AND AFTER AGE 121

Provided the policy is in force at the Life Insured's Age 121 we will continue the policy in force thereafter subject to the stipulations stated below.

Death Benefit

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

Premiums and Monthly Deductions

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

Credited Interest

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

Policy Debt and Default

Loans will continue to be allowed. Loan interest will continue to be charged if there is an outstanding loan. Loan repayments will be accepted as well as any amounts required to keep this policy in force. The policy will go into default at any time the Policy Debt exceeds the Policy Value, and Section 10, Grace Period, and Section 17, Loans, will apply.

Withdrawals

Withdrawals will not be allowed.

Persistency Credit

Persistency Credit will cease.

14. POLICY VALUE

Net Premiums Added

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

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

Monthly Deductions

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

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

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

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

Persistency Credit

Beginning in the Persistency Credit Commencement Year, we will add a Persistency Credit to your Guaranteed Interest Account on each Processing Date, as described in Section 16.

Cost of Insurance Charge

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

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

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

14. POLICY VALUE (continued)

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

Net Amount at Risk

On the Policy Date or each subsequent Processing Date we will determine a Net Amount at Risk used to calculate the Cost of Insurance Charge. In the determination of the Net Amount at Risk, including the calculation of the Minimum Death Benefit, the Policy Value used will be equal to the Policy Value on that day immediately after any Net Premiums have been applied and Monthly Deductions due for that day are taken and before any Persistency Credits have been applied and any interest has been credited, and the Persistency Measure used will be equal to the Persistency Measure on that day immediately after any Persistency Measure Net Premiums have been applied and any Persistency Measure Monthly Deductions due for that day are taken and before any Persistency Measure Adjustments have been applied and any interest has been credited. The Net Amount at Risk is determined by subtracting (a) from the greater of (b) or (c), where:

- (a) is the Policy Value;
- (b) is the Face Amount plus the Death Benefit payable under any Supplementary Benefit riders and for which charges are deducted from the Guaranteed Interest Account and are based on the Net Amount at Risk, divided by the Death Benefit Discount Factor shown in Section 1, plus the Policy Value if Death Benefit Option 2 has been elected for this policy; and
- (c) is the Minimum Death Benefit as defined in Section 6.

If this policy includes a death benefit payable under any Supplementary Benefit riders which are part of this policy and for which charges are deducted from the Guaranteed Interest Account and are based on the Net Amount at Risk, the Cost of Insurance charge for this death benefit is the monthly Cost of Insurance Rate for this benefit, multiplied by the sum of (a) and (b) where:

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

Other Deductions

We will deduct a Surrender Charge, as detailed in Section 5 and Section 18, if during the Surrender Charge Period:

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

15. LOAN ACCOUNT AND GUARANTEED INTEREST ACCOUNT

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

Loan Account Value

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

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

For details regarding the Loan Account, see Section 17.

15. LOAN ACCOUNT AND GUARANTEED INTEREST ACCOUNT (continued)

Guaranteed Interest Account Value

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

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

We will determine the rate or rates of interest to be credited to the Guaranteed Interest Account. Interest will be credited no less frequently than annually. Interest is nonforfeitable after crediting. The rate or rates of interest will be determined prospectively and will be based on our expectations for the Guaranteed Interest Account's future investment earnings, persistency, mortality, expense and reinsurance costs and future tax, reserve, and capital requirements, but in no event will the minimum credited interest be less than the Guaranteed Interest Account Annual Rate shown in Section 1.

16. PERSISTENCY CREDIT

Beginning on the first monthly Processing Date in the Persistency Credit Commencement Year and continuing on each monthly Processing Date thereafter, we will add a Persistency Credit to your Guaranteed Interest Account. The Persistency Credit will be equal to the greater of (a) or (b), where:

- (a) is 0.025% multiplied by the result of subtracting the Policy Debt from the Policy Value; and
- (b) is the Persistency Credit Grading Percentage shown in Section 1, multiplied by the lesser of
 - (i) an amount equal to the Persistency Measure multiplied by the Persistency Credit Ratio shown in Section 1, minus the Policy Value; and
 - (ii) an amount equal to the Persistency Measure minus the Hurdle Adjustment shown in Section 2, minus the Policy Value.

The Policy Value used in the calculation of the Persistency Credit will be equal to the Policy Value on that day immediately after any Net Premiums have been applied and any Monthly Deductions due for that day are taken and before any Persistency Credits have been applied and any interest has been credited. The Persistency Measure used in the calculation of the Persistency Credit will be equal to the Persistency Measure on that day immediately after any Persistency Measure Net Premiums have been applied and any Persistency Measure Monthly Deductions due for that day are taken and any Persistency Measure Adjustments have been applied and before any interest has been credited.

Persistency Measure

The Persistency Measure is equal to:

- (a) the Persistency Measure immediately preceding the valuation; plus
- (b) any Net Persistency Measure Premiums since the preceding valuation; minus
- (c) any Persistency Measure Monthly Deductions since the preceding valuation; minus
- (d) any Other Deductions (as described below in this section) since the preceding valuation; plus
- (e) the Persistency Measure Adjustment; minus
- (f) the Persistency Measure Loan Adjustment; plus
- (g) the Persistency Measure Credited Interest.

Net Persistency Measure Premiums

At the same time as any Net Premiums are added to the Policy Value, we will add Net Persistency Measure Premiums to your Persistency Measure. The Net Persistency Measure Premiums are equal to the premiums received multiplied by the Persistency Measure Premium Adjustment Factor shown in Section 1.

16. PERSISTENCY CREDIT (continued)

Persistency Measure Monthly Deductions

At the same time as any Monthly Deductions are taken from your Policy Value, we will deduct the Persistency Measure Monthly Deductions listed in (a) through (e) below from your Persistency Measure.

- (a) is the Persistency Measure Administrative Charge shown in Section 1;
- (b) is the Persistency Measure Contract Charge shown in Section 1;
- (c) is the sum of the Monthly Deductions for riders which are part of the policy, if any, provided such charges are deducted from the Policy Value and are not part of the Cost of Insurance Charge; and
- (d) is the sum of all applicable Monthly Deductions for Additional Ratings that are not applied to the Persistency Credit Cost of Insurance Charge; and
- (e) is the Persistency Measure Cost of Insurance Charge, as described below.

Other Deductions

Each time an amount is deducted from the Policy Value for any reason other than to take a Monthly Deduction we will deduct from your Persistency Measure an amount, if greater than zero, equal to (a) multiplied by (b) divided by (c), where:

- (a) is the amount deducted from the Policy Value;
- (b) is the Persistency Measure immediately preceding the deduction; and
- (c) is the Policy Value immediately preceding the deduction.

Persistency Measure Cost of Insurance Charge

The Persistency Measure Cost of Insurance Charge is determined in the same way that your Cost of Insurance Charge is determined, except that (a) the Persistency Measure Cost of Insurance Rates will be applied, and (b) the charge will be applied to the Persistency Measure Net Amount at Risk. The Persistency Measure Cost of Insurance Charge and the Persistency Measure Net Amount at Risk are described below.

The Maximum Monthly Persistency Measure Cost of Insurance Rates at any Age are shown in Section 2 as a rate per \$1,000 of Persistency Measure Net Amount at Risk. To get the maximum rate per dollar, the rate shown must be divided by 1,000. Any changes that we make to the current Persistency Measure Cost of Insurance Rates will only be made in conjunction with a change to your current Cost of Insurance Rates, and the relationship between such changes is determined at issue. Any such changes will be limited in amount so that the change in the current monthly Persistency Measure Cost of Insurance Rates as a percentage of the difference between the Maximum Monthly Persistency Measure Cost of Insurance Rates shown in Section 2 and the current monthly Persistency Measure Cost of Insurance Rates prior to the change will be the same as the change in the current monthly Cost of Insurance Rates as a percentage of the difference between the Maximum Monthly Cost of Insurance Rates shown in Section 2 and the current monthly Cost of Insurance Rates prior to the change.

Persistency Measure Net Amount at Risk

On the Policy Date or each subsequent Processing Date we will determine a Persistency Measure Net Amount at Risk used to calculate the Persistency Measure Cost of Insurance Charge. In the determination of the Persistency Measure Net Amount at Risk, including the calculation of the Minimum Death Benefit, the Policy Value used will be equal to the Policy Value on that day immediately after any Net Premiums have been applied and Monthly Deductions due for that day are taken and before any Persistency Credits have been applied and any interest has been credited, and the Persistency Measure used will be equal to the Persistency Measure on that day immediately after any Persistency Measure Net Premiums have been applied and any Persistency Measure Monthly Deductions due for that day are taken and before any Persistency Measure Adjustments have been applied and any interest has been credited.

16. PERSISTENCY CREDIT (continued)

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

- (a) is the Persistency Measure;
- (b) is the Face Amount plus the Death Benefit payable under any Supplementary Benefit riders for which charges are deducted from the Guaranteed Interest Account and are based on the Net Amount at Risk, with the result divided by the Death Benefit Discount Factor shown in Section 1, plus the Policy Value if Death Benefit Option 2 has been elected for this policy; and
- (c) is the Minimum Death Benefit as defined in Section 6.

Persistency Measure Adjustment

The Persistency Measure Adjustment is equal to the sum of the Persistency Measure Adjustment Component 1 and the Persistency Measure Adjustment Component 2 described below. In the determination of the Persistency Measure Adjustment: (i) the Cash Surrender Value used will be equal to the Surrender Charge subtracted from the Policy Value on that day immediately after any Net Premiums have been applied and Monthly Deductions due for that day are taken and before any Persistency Credits have been applied and any interest has been credited; (ii) the Persistency Measure used will be equal to the Persistency Measure on that day immediately after any Persistency Measure Net Premiums have been applied and any Persistency Measure Monthly Deductions due for that day are taken and before any Persistency Measure Adjustments have been applied and any interest has been credited.

Persistency Measure Adjustment Component 1

Persistency Measure Adjustment Component 1 is equal to the Persistency Measure Adjustment Component 1 Multiplier multiplied by the Persistency Measure Adjustment Component 1 Basis, with the result divided by 1,000.

Persistency Measure Adjustment Component 1 Multiplier

The Persistency Measure Adjustment Component 1 Multiplier is equal to the Persistency Measure Adjustment Factor A shown in Section 2, plus, if the Persistency Measure Cost of Insurance Charge is greater than zero, the Persistency Measure Adjustment Factor B shown in Section 2.

Persistency Measure Adjustment Component 1 Basis

The Persistency Measure Adjustment Component 1 Basis is equal to the greater of zero or the result of subtracting (b) from (a), where: (a) equals the lesser of the Face Amount or the Persistency Measure; and (b) equals the greater of:

- (i) the Cash Surrender Value; or
- (ii) the result of multiplying the Persistency Credit Ratio shown in Section 1, the Persistency Credit Grading Percentage shown in Section 1, and the Persistency Measure.

Persistency Measure Adjustment Component 2

Persistency Measure Adjustment Component 2 is equal to the product of the Persistency Measure Adjustment Component 2 Multiplier multiplied by the Persistency Measure Adjustment Component 2 Basis, with the result divided by 1,000.

Persistency Measure Adjustment Component 2 Multiplier

The Persistency Measure Adjustment Component 2 Multiplier is the Persistency Measure Adjustment Factor C shown in Section 2.

Persistency Measure Adjustment Component 2 Basis

The Persistency Measure Adjustment Component 2 Basis is equal to the greater of (a) zero, or (b) the result of subtracting (ii) from (i), where:

- (i) equals the Persistency Measure; and
- (ii) equals the result of multiplying the Persistency Measure Adjustment Factor D shown in Section 2 and the Face Amount.

16. PERSISTENCY CREDIT (continued)

Persistency Measure Loan Adjustment

On each Monthly Processing Date, we will deduct from the Persistency Measure a Persistency Measure Loan Adjustment equal to the result of multiplying (a) and (b), where

- (a) is the annual rate of interest applied to the Persistency Measure, minus the annual rate of interest applied to the Loan Account; and
- (b) is the Policy Debt at the end of the immediately preceding Business Day divided by 12.

Persistency Measure Interest

Interest is credited to the Persistency Measure in the same manner as it is credited to the Guaranteed Interest Account, and the annual rate of interest credited to the Persistency Measure will never be less than the Guaranteed Interest Account Annual Rate shown in Section 1. Any change to the annual rate of interest credited to the Persistency Measure will occur at the same time as a change to the annual rate of interest credited to the Guaranteed Interest Account. For any portion of a change in the current annual rate of interest credited to the Guaranteed Interest Account at or above 3.0%, we will make a change in the same amount to the annual rate of interest credited to the Persistency Measure. For any portion of a change in the current annual rate of interest credited to the Guaranteed Interest Account below 3.0%, the change that we make to the annual interest rate credited to the Persistency Measure will be proportionate. The proportion is determined at issue in such a way that the two interest rates would converge and be equal at the point that the annual rate of interest credited to the Guaranteed Interest Account is equal to the minimum Guaranteed Interest Account Annual rate shown in Section 1.

17. LOANS

At any time while this policy is in force and there is Available Loan Value, you can get a loan by Written Request. Each loan must be for at least equal to the Minimum Loan Amount shown in Section 1. Your Policy Value serves as the only security for a loan, and as such, we may require a signed loan document to formalize this agreement. We may defer loans as provided by law or as provided in Section 25. Loans may not be made if the policy is in the Grace Period as described in Section 10.

Available Loan Value

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

In no event, however, will the Available Loan Value be less than 90% of the Net Cash Surrender Value. Values will be determined, subject to Section 25, as of the end of the Business Day on which the loan application is received at our Service Office.

Loan Account

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

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

Loan Interest Charged

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

17. LOANS (continued)

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

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

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

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

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

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

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

Loan Interest Credited

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

Loan Repayment

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

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

18. SURRENDERS AND WITHDRAWALS

Surrender of the Policy

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

18. SURRENDERS AND WITHDRAWALS (continued)

Withdrawals

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

- (a) without our approval, each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
- (b) after the withdrawal, the remaining Net Cash Surrender Value must be at least equal to 3 times the Monthly Deductions at the time of the withdrawal;
- (c) we will process the withdrawal, thereby reducing the Guaranteed Interest Account, as of the end of the Business Day on which we receive your Written Request;
- (d) we will reduce the amount of the requested withdrawal if the Net Cash Surrender Value is not sufficient to pay the withdrawal and any pro-rata Surrender Charge; and
- (e) we will reduce the amount of the withdrawal if it would otherwise cause the Face Amount to fall below the lesser of \$50,000, or the Face Amount at Issue.

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

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

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

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

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

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

19. OWNER AND BENEFICIARY

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

Change of Owner

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

Trustee Owner

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

19. OWNER AND BENEFICIARY (continued)

Joint Ownership

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

Successor Owner

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

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

Beneficiary Classification

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

Payment to Beneficiaries

We will pay the Insurance Benefit:

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

Change of Beneficiary

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

Death of Beneficiary

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

20. ASSIGNMENT

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

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

21. MISSTATEMENTS

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

22. SUICIDE

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

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

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

23. INCONTESTABILITY

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

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

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

24. THE CONTRACT

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

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

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

25. RIGHT TO POSTPONE PAYMENT OF BENEFITS

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

26. CLAIMS OF CREDITORS

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

27. REPORTS TO OWNER

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

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

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

28. HOW VALUES ARE COMPUTED

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

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

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

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

SERFF Tracking Number: MANU-127862532 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
 Company Tracking Number: 12PROUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 12PROUL
 Project Name/Number: 12PROUL/12PROUL

Supporting Document Schedules

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

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Attachment: NB5000USR (06-2010).pdf		

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification		
Bypass Reason: not applicable		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage		
Bypass Reason: not applicable		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		

SERFF Tracking Number: MANU-127862532 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
Company Tracking Number: 12PROUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 12PROUL
Project Name/Number: 12PROUL/12PROUL
Generic - 12PROUL - SOV.pdf

Item Status: **Status
Date:**

Satisfied - Item: Actuarial Memorandum /Reserve
Statement for Policy Form
12PROUL

Comments:

Attachments:

Generic - PUL12 AM 12PROUL - 20111130.pdf
PUL12 - Appendix 1a - Minimum Death Benefit Factor A.pdf
PUL12 - Appendix 1b - Minimum Death Benefit Factor B.pdf

Item Status: **Status
Date:**

Satisfied - Item: Certificate of Compliance with
Standard Non-Forfeiture and
Valuation

Comments:

Attachment:

AR - actcert re valuation and nonforfeiture ar.pdf

Item Status: **Status
Date:**

Satisfied - Item: Compliance Certification re Unfair
Sex Discrimination

Comments:

Attachment:

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

Item Status: **Status
Date:**

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

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

**READABILITY CERTIFICATE
FOR THE STATE OF ARKANSAS**

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

FORM NUMBER

12PROUL

READABILITY SCORE

55

December 2, 2011
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance



LIFE INSURANCE

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

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

Print and use black ink. Any changes must be initialed by the Proposed Life Insured(s) and Owner. Use the Additional Information/Special Requests section for additional space or special requests if required.

PROPOSED LIFE INSURED LIFE ONE

Form for Life One insured. Fields include: Name (JOHN M. DOE), Sex (M), Date of Birth (04/19/67), Place of Birth (ANYTOWN, USA), Social Security Number (123456789), Telephone (905 123-4567), E-mail (johndoe@hotmail.com), Driver's License (123456789, AS), Citizenship (US), Primary Residence (1999 MARCH STREET, ANYTOWN, ANYSTATE, 12345), Total years at address (5), Occupation (COMPANY PRESIDENT), Employer (ABC COMPANY), Gross Annual Income (\$300,000 earned, \$100,000 unearned), Net Worth (\$2.6M), Purpose of Insurance (Estate Conservation), and bankruptcy/financial difficulties status (No).

PROPOSED LIFE INSURED LIFE TWO

Form for Life Two insured. Fields include: Name, Sex, Date of Birth, Place of Birth, Social Security Number, Telephone, E-mail Address, Driver's License No., State, Citizenship, Primary Residence (if different from Life One), Occupation, Employer, Gross Annual Income, Net Worth (if different from Life One), and bankruptcy/financial difficulties status.

PREMIUMS AND FUNDING INFORMATION

12. Frequency Annual Semi-Annual Quarterly Pre-Authorized Monthly Payment Plan (complete Q 43)
 Other _____

13. Do you understand that you may need to pay additional premiums in addition to the Planned Premium if the current policy charges or actual interest credited/investment performance are different from the assumptions used in your illustration (assuming the requirements of any applicable guaranteed death benefit feature have not been satisfied)? Yes No N/A

14. Send Premium Notices and Correspondence to: (Select One)
 Owner Proposed Life Insured One Proposed Life Insured Two
 Other First Middle Last Relationship to Proposed Life Insured(s)

 Street Address City State Zip Code

15. Premium Source
 Earned Income Unearned Income Loan (complete question 16)
 Liquidating Assets - give details: _____
 An individual and/or entity other than the Proposed Life Insured's employer - give details: _____
 Settled Contracts - give details: _____
 Other - give details: _____

Complete question 16, if premium source is a loan.

16. a) Who is the lender? _____ b) What amount and type of collateral is required to secure the loan?
 Amount Type of Collateral
 \$ _____
 c) In addition to repayment of principal and interest, are there other fees, charges or other consideration to be paid?
 No Yes - give details: _____

17. Is there, or are you considering entering into, an understanding or agreement providing for any person or entity, other than the Owner and beneficiaries specified in this application, to have any right, title or other legal or beneficial interest in any policy issued on the life of the Proposed Life Insured(s) as a result of this application?
 No Yes - give details: _____

18. Have you been offered any money or other considerations by any person or entity in connection with this application?
 No Yes - give details: _____

EXISTING AND PENDING INFORMATION

If more space is required attach additional page that has been signed by the Owner and Proposed Life Insured(s).

19. Does the Owner have any existing life insurance and/or annuity policies?
 No Yes - complete state appropriate replacement forms.

20. Provide information for each policy in force on the Proposed Life Insured(s) with all companies, including any policy that has been sold, assigned or settled to or with a settlement or viatical company or any other person or entity. If 'None', check this box.

Proposed Life Insured	Company	Insurance		Issue Date Year	To Remain in Force?		1035 Exchange?		Settled or Sold		Face Amount Including Riders
		Personal	Business		Yes	No	Yes	No	Yes	Year	
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		\$				
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		\$				
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		\$				
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		\$				

EXISTING AND PENDING INFORMATION continued

21. a) If you are applying for life insurance with any other company, provide the amount of all formal applications and name of the life insurance company. **Do not include informal inquiries.**

Proposed Life Insured	Company	Face Amount Including Riders	Proposed Life Insured	Company	Face Amount Including Riders
<input type="checkbox"/> One <input type="checkbox"/> Two		\$	<input type="checkbox"/> One <input type="checkbox"/> Two		\$
<input type="checkbox"/> One <input type="checkbox"/> Two		\$	<input type="checkbox"/> One <input type="checkbox"/> Two		\$

b) Total formal coverage pending (including this application) you plan to accept.
 Life One \$ **250,000** Life Two \$

22. If applying for single life coverage, is there any inforce and applied for coverage on your spouse?
 Yes - Total Coverage Amount \$ No No spouse

23. Have you ever had an application for life insurance declined, postponed, rated substandard or offered with a reduced face amount?
 Life One No Yes - give details: _____
 Life Two No Yes - give details: _____

GENERAL RISK AND LIFESTYLE QUESTIONS - Provide details in Q 32 for 'Yes' answers.

	Life One	Life Two
24. Do you engage in any regular exercise? (ie walking, treadmill, swimming, aerobics, strength training, cycling, yoga) If 'Yes' , give details of type, frequency and length of time in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
25. Have you ever used tobacco or nicotine products in any form (including cigarettes, cigars, cigarillos, a pipe, chewing tobacco, nicotine patches or gum)? If 'Yes' , give details of type of nicotine product, amount and frequency and date last used in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
26. Do you expect to travel outside of the U.S. or Canada, or change your country of residence in the next 2 years? If 'Yes' give details of location (city/country), purpose, frequency and duration in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
27. a) Have you flown as a student pilot, licensed pilot, or crew member in any aircraft, including ultralight planes in the last 2 years? If 'Yes' , complete Aviation Questionnaire NB5009.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
b) Have you engaged in any form of motor vehicle or power boat racing, sky diving/parachuting, skin or scuba diving, hang-gliding, mountain climbing, or any other hazardous activities in the last 2 years? If 'Yes' , complete appropriate Avocation Questionnaire.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
28. a) Have you been cited for one or more moving violations within the last 2 years?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
b) Have you been cited for driving while intoxicated or while otherwise impaired?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
29. Have you ever been arrested, convicted, or imprisoned for a felony and/or currently awaiting trial for any crime and/or felony? If 'Yes' give details of type, date, city/state of felony and/or crime and if currently on probation or parole in Q 32.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
30. Have any of your immediate family members (parents, brothers or sisters) died from coronary artery disease or cancer, prior to age 60?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
31. Are you a member of the armed forces, including the reserves? If 'Yes' , complete Military Personnel Financial Services Disclosure Regarding Insurance Products NB5109.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes

32. Details for **'Yes'** answers for questions 24 - 31.

Question No.	Life One	Question No.	Life Two

INFORMATION REGARDING LAST MEDICAL CONSULTATION

LIFE ONE

LIFE TWO

33. a) Date of last visit to ANY doctor/physician	Month JAN	Day 15	Year 2009	34. a) Date of last visit to ANY doctor/physician	Month	Day	Year
b) Reason for and outcome of visit (Diagnosis / Treatment / Medication Prescribed) ANNUAL CHECK-UP - NONE				b) Reason for and outcome of visit (Diagnosis / Treatment / Medication Prescribed)			
c) Physician Name, Address and Telephone Number ARTHER H. SMITH 123 MAIN STREET ANY TOWN, ANYSTATE 12347				c) Physician Name, Address and Telephone Number			
d) Provide Primary Physician name and contact information, if different from 33 c).				d) Provide Primary Physician name and contact information, if different from 34 c).			

MEDICAL CERTIFICATION

35. Have you completed a para/medical examination? If 'Yes', complete chart below.				Life One <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Life Two <input type="checkbox"/> No <input type="checkbox"/> Yes
Proposed Life Insured	John Hancock Exam	OR	Other Company's Exam	Name of Other Insurance Company	
<input checked="" type="checkbox"/> One <input type="checkbox"/> Two	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Date of Examination month year MAY 2010	
<input type="checkbox"/> One <input type="checkbox"/> Two	<input type="checkbox"/>		<input type="checkbox"/>		
36. Have you had any illness, injury, operation or treatment, or has there been any change in your health since the date of the examination? If 'Yes', give details in Additional Information/Special Requests Q 37.				Life One <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Life Two <input type="checkbox"/> No <input type="checkbox"/> Yes

ADDITIONAL INFORMATION/SPECIAL REQUESTS - Attach additional signed page if more space is required.

37.

COMPLETE THE FOLLOWING SECTIONS ONLY IF APPLICABLE TO YOUR APPLICATION

BUSINESS INSURANCE - Complete if face amount is under \$1,000,000. For face amounts \$1,000,000 and over complete the Financial Supplement for Business Insurance NB5124.

38. a) Business Insurance Purpose <input type="checkbox"/> Key Person <input type="checkbox"/> Buy Sell <input type="checkbox"/> Business Loan <input type="checkbox"/> Other _____					
	Assets	Liabilities	Gross Sales	Net Income	Fair Market Value of the Business
Current Year	\$	\$	\$	\$	\$
Previous Year	\$	\$	\$	\$	\$
b) How was the amount applied for determined?					
c) What percentage of the business is owned by the Proposed Life Insured(s)?					%
d) Are other partners/owners/executives insured or applying for life insurance with any company? <input type="checkbox"/> No <input type="checkbox"/> Yes - give details:					

JUVENILE INSURANCE - Complete if Proposed Life Insured is under age 18.

39. a) Are all siblings equally insured? <input type="checkbox"/> No <input type="checkbox"/> Yes If 'No', give details:		b) Amount of life insurance currently in force or pending for	
	Amount	If none, provide reason	
Mother	\$		
Father	\$		
Guardian	\$		

Complete this section only if applying for Temporary Life Insurance and the criteria is met.

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

1. questions 40 to 42 are answered **'Yes'** or left blank; or
2. the Proposed Life Insured(s) is under age 20 or over age 70; or
3. the amount applied for is more than \$10,000,000 (single life) or \$15,000,000 (survivorship).

	Life One	Life Two
40. Within the last 24 months, has the Proposed Life Insured(s) under this application:		
a) consulted a medical professional for, been diagnosed with or been treated for or had treatment recommended by a member of the medical profession, for any heart problem, stroke or cancer?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
b) received a recommendation from a medical professional for any consultation, testing, investigation or surgery that has not yet been completed?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
c) been declined for life insurance?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
41. Other than planned routine check-ups, are there medical concerns or symptoms for which a medical professional has not yet been consulted?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
42. Does the Proposed Life Insured(s) reside outside the United States more than 6 months per year?	<input type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes

PRE-AUTHORIZED PAYMENT PLAN - To be completed by Owner **Not Applicable**

43. Request for Pre-Authorized Payment Plan Yes

By selecting **'Yes'**, I hereby authorize and request The Company to draw checks (which may include withdrawals made electronically) monthly on my account to pay premiums, and/or repay loans on this policy or any policies subsequently designated.

Checking Account No. _____ Routing No. _____

I understand and agree that:

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

Attach voided sample check.

Attach Voided Check here

READ THE FOLLOWING CAREFULLY AND SIGN BELOW.

DECLARATIONS

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

In addition, I understand and agree that:

1. **Policy Application:** The statements and answers in this application, which include any supplemental form relating to health, aviation practices or lifestyle of the Proposed Life Insured(s) will become part of the insurance policy issued as a result of this application.
2. **Policy Effective Date:**
 - a) Any life insurance policy issued as a result of this application will be effective on the later of the date the first premium has been paid in full and the date the policy has been delivered to the Owner, provided that: (i) there has been no change in health or change in the lifestyle of the Proposed Life Insured(s), (ii) there has been no change in the financial circumstances of the Owner or the Proposed Life Insured(s), and (iii) nothing else has occurred that would require a change in any statement or answer in any part of the application, including any supplemental forms, in order to make the statement or answer true and complete as of the date this policy becomes effective. If there has been a change in health: (i) if there is no Temporary Life Insurance Agreement (TIA) coverage, the policy will not be put into effect, and (ii) if there is TIA coverage and the TIA has not ended, the policy will be put into effect but only to the limit of the TIA coverage amount.
 - b) If premiums are paid prior to delivery of the policy and the terms and conditions of the TIA are satisfied, insurance prior to the effective date shall be provided under the TIA and according to its terms.
3. **Employer Owned Policies:** The Proposed Life Insured(s) confirms that they have received, prior to issue, written notice that indicates: a) the employer's intent to insure the Proposed Life Insured(s), (b) the maximum amount of the insurance to be issued on the life of the Proposed Life Insured(s) and c) that the employer will be the beneficiary of the new policy. The Proposed Life Insured(s) also confirms that they have provided written consent to being insured and that such coverage may continue after employment terminates.
4. **Fraud Warning:** Any person who knowingly and with intent to defraud any insurer: a) files an application for insurance or statement of claim containing any materially false information, or b) conceals for the purpose of misleading any insurer, information concerning any material fact thereto, may be committing a fraudulent insurance act.
5. **Variable Policies:** I/We acknowledge receipt of the current prospectuses and supplements that describe the variable life insurance policy applied for and the sub-accounts of the the separate account that are available under this policy. I/We have reviewed the prospectuses and supplements and believe that the variable life policy is consistent with my/our insurance needs, investment objectives and investment risk tolerance.
6. **Temporary Insurance Coverage:** If coverage under a TIA is applied for, I have received, read and understand the terms and conditions of the **Temporary Life Insurance Receipt and Agreement NB5004.**

AUTHORIZATION TO OBTAIN INFORMATION

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

1. The Company to obtain consumer reports including but not limited to motor vehicle records and investigative consumer reports on me/us.
2. Any medical professional, medical care provider, hospital, clinic, laboratory, pharmacy or pharmacy benefit manager, insurance company, the MIB, Inc. or any other similar person or organization to give The Company and its reinsurers information about me/us or any minor child/children who are to be insured. The information collected by The Company may relate to the symptoms, examination, diagnosis, treatment or prognosis of any physical or mental condition.
3. Any financial professional, CPA, attorney, personal banker or any other similar person or organization to give The Company and its reinsurers financial/net worth information about me/us.

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

I/We acknowledge receipt of the Notice of Disclosure of Information relating to the underwriting process, investigative consumer reports and the MIB, Inc. This authorization will be valid for two years from the date shown below. A photocopy of this authorization will be as valid as the original.

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

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

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

X

Signature of Owner (Provide title or corporate seal, if Signing Officer)

Owner - Signed at City State This Day of Year

X

Signature of Proposed Life Insured One if other than Owner (Parent or Guardian if under age 15)

X

Signature of Proposed Life Insured Two if other than Owner

AGENT SIGNATURE

I certify that all the information supplied by the Proposed Life Insured(s) and Owner has truly and accurately been recorded on the application.

X

Signature of Agent/Registered Representative Date

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

December 2, 2011

FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY FORM: 12PROUL

Section / Section #	Page Number	Description
Front Cover Page	Cover	<ul style="list-style-type: none"> • Life Insured's name and policy number varies based on issue specifications. • The Plan name field is bracketed in case the Company wishes to market this form under a different product name. • Company Officer signatures bracketed as they may change.
1. Policy Specifications	3.0	<ul style="list-style-type: none"> • Life Insured, Plan Name, Age at Policy Date, Policy Number, Sex, (reference to Sex and gender of Life Insured is suppressed if the basis of values uses unisex mortality tables), Issue Date, Policy Date, Risk Classification, and Additional Ratings all vary based on issue specifications. • Death Benefit Option at Issue will either be Option 1 or Option 2. • Face Amount at Issue will vary based on issue specifications. • The Governing Law field will show the state of issue.
1. Policy Specifications	3.0 (continued)	<ul style="list-style-type: none"> • All premiums shown vary based on issue specifications • Premium Mode will be annual, semi-annual, quarterly, monthly, or electronic draft.
1. Policy Specifications (Other Benefits and Specifications)	3.1	<ul style="list-style-type: none"> • Other Benefits and Specifications, and any text under it, is bracketed to accommodate situations when the field is not applicable. • A complete listing of optional riders applied for and issued with the policy is shown on this page. This would include any previously and subsequently approved riders made available with this policy and elected by the policyowner.
1. Policy Specifications (Maximum Expense Charges)	3A	<ul style="list-style-type: none"> • The Contract Charge varies based on issue specifications. • Surrender Charges vary by issue specifications.
1. Policy Specifications (Table of Values)	3B	<ul style="list-style-type: none"> • Premium Charge Limit varies based on issue specifications.
1. Policy Specifications (Table of Values continued)	3C	<ul style="list-style-type: none"> • Persistency Measure Premium Adjustment Factor percentages of paid premium vary based on issue specifications and duration. • Persistency Measure Contract Charge varies based on issue specifications. • Death Benefit Protection Contract Charge varies based on issue specifications.
2. Table of Rates	4	<ul style="list-style-type: none"> • Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk vary based on the insured's issue specifications and age.
2. Table of Rates	4A	<ul style="list-style-type: none"> • Minimum Death Benefit Factors A and B vary based on the insured's issue specifications and age.

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

December 2, 2011

FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY: FORM 12PROUL

2. Table of Rates	4B	<ul style="list-style-type: none">• Monthly Death Benefit Protection Cost of Insurance Rates per \$1,000 of Net Amount at Risk vary based on insured's issue specifications and age.
2. Table of Rates	4C	<ul style="list-style-type: none">• Maximum Monthly Persistency Measure Cost of Insurance Rates per \$1,000 of Persistency Measure Net Amount at Risk vary based on insured's issue specifications and age.
2. Table of Rates	4D	<ul style="list-style-type: none">• Persistency Measure Adjustment Factors A and B vary based on the insured's issue specifications and age.
2. Table of Rates	4E	<ul style="list-style-type: none">• Persistency Measure Adjustment Factors C and D vary based on the insured's issue specification and age.
2. Table of Rates	4F	<ul style="list-style-type: none">• Hurdle Adjustment amounts vary based on insured's issue specification and age.
Back Cover Page	Back Cover	<ul style="list-style-type: none">• The address of the Company's Servicing Office and toll free number is bracketed as it may be changed in the future.

STATE OF ARKANSAS

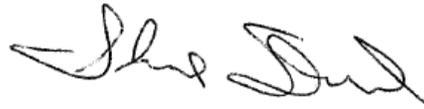
CERTIFICATE OF COMPLIANCE

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) hereby certifies that its policy form 12PROUL complies with Section 6 and 7 of Regulation 34 (valuation and non-forfeiture).

We certify that in no case shall the reserves be less than the actual cash surrender values provided for under policy contract 12PROUL.

We further certify that we have read the "Guidelines for non-guaranteed cost on participating and non-participating life insurance" (Bulletin 11-83), and that policy 12PROUL complies with them.

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



Shane S. Drew, ASA, MAAA
Actuary, Life Product Development



Helene Landow, FLMI, ACP
Corporate Officer

December 2, 2011
Date

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

COMPLIANCE CERTIFICATION

STATE OF ARKANSAS

Form	Description
12PROUL	Flexible Premium Universal Life Insurance Policy, N.P.

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

December 1, 2011
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance

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

CERTIFICATE OF COMPLIANCE

STATE OF ARKANSAS

Form	Description
12PROUL	Flexible Premium Universal Life Insurance Policy, N.P.

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

December 1, 2011
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance

SERFF Tracking Number: MANU-127862532 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 50386
 Company Tracking Number: 12PROUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 12PROUL
 Project Name/Number: 12PROUL/12PROUL

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/02/2011	Supporting	Application Document	12/02/2011	NB5000AR.pdf (Superseded)
12/02/2011	Supporting	Certificate of Compliance with Standard Non-Forfeiture and Valuation	12/02/2011	AR - actcert re valuation and nonforfeiture ar- 2 signatures for UL products only.pdf (Superseded)



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

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

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

PROPOSED LIFE INSURED(S) LIFE ONE

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

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

d) Place of Birth ANYTOWN USA
State Country

e) Citizenship U.S. Other

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

g) Driver's License No. 1234567890 State AS

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

i) Years at this Address 5

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

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

l) Years at this Address 5

m) Occupation COMPANY PRESIDENT
ABC COMPANY
Name of Employer

LIFE TWO (Survivorship)

2. a) Name _____
First Middle Last

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

d) Place of Birth _____
State Country

e) Citizenship U.S. Other

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

g) Driver's License No. _____ State _____

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

City State Zip Code

i) Years at this Address _____

j) Tel. Nos. _____
Home Business

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

City State Zip Code

l) Years at this Address _____

m) Occupation _____
Name of Employer

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

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

3. a) Name _____

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

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

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

Trust Agreement may be required.

Provide all details as above for other Owner in Special Requests on Page 4.

BENEFICIARY INFORMATION – Subject to change by Owner

List additional beneficiaries in Special Requests on Page 4.

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

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

EXISTING AND PENDING INSURANCE

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

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

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

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

Life One No Yes – give details _____

Life Two No Yes – give details _____

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

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

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

Life One	Life Two
\$ 100,000	\$

JUVENILE INSURANCE

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

- e) Are all siblings equally insured? Yes No

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

If none, provide reason. _____

REPLACEMENTS – OWNER

7. Are there any existing life insurance and/or annuity policies owned by the Owner (including existing policies in the process of being lapsed or surrendered)?
- Yes No If 'Yes', please complete the **IMPORTANT NOTICE: Replacement of Life Insurance or Annuities (Model Regulation), NB5011**.

FINANCIAL QUESTIONS

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

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

No Yes - If 'Yes', provide details _____

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

No Yes - If 'Yes', provide details _____

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

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

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

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

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

No - If 'No' describe the funding arrangement _____

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

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

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

No Yes - If 'Yes', provide details _____

FINANCIAL QUESTIONS continued

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

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

BUSINESS FINANCIAL QUESTIONS

- | | Current Year | Previous Year | | |
|---|--------------------------------------|---------------|----------|--|
| Complete for ALL Business Insurance.

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

LIFESTYLE QUESTIONS

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

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

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

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

PRIMARY PHYSICIAN – PROPOSED LIFE INSURED(S)

LIFE ONE

19. Provide name and address of primary physician.

Name ARTHUR H SMITH
 First Middle Last

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

ANYTOWN, ANYSTATE 12347
 City State Zip Code

LIFE TWO

20. Provide name and address of primary physician.

Name _____
 First Middle Last

Address _____
 Street No. & Name Suite No.

 City State Zip Code

INFORMATION REGARDING LAST MEDICAL CONSULTATION

LIFE ONE

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

First Middle Last

Street No. & Name Suite No.

City State Zip Code

LIFE TWO

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

First Middle Last

Street No. & Name Suite No.

City State Zip Code

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

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

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

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

MEDICAL CERTIFICATION

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

25.

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

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

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

COVERAGE APPLIED FOR

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

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

TEMPORARY LIFE INSURANCE AGREEMENT APPLICATION

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

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

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

If 'Yes', answer questions 28 and 29.

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

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

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

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

PRE-AUTHORIZED PAYMENT PLAN

Attach voided sample check.

30. Request for Pre-Authorized Payment Plan

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

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

I understand and agree that:

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

DECLARATIONS

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

In addition, I/we understand and agree that:

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

OWNER/TAXPAYER CERTIFICATION QUESTIONS

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

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

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

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

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

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

AUTHORIZATION TO OBTAIN INFORMATION

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

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

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

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

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

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

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

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

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

SIGNATURES

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

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

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

STATE OF ARKANSAS

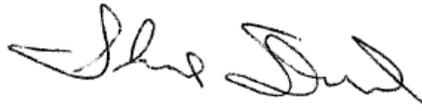
CERTIFICATE OF COMPLIANCE

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) hereby certifies that its policy form 12PROUL complies with Section 6 and 7 of Regulation 34 (valuation and non-forfeiture).

We certify that in no case shall the reserves be less than the actual cash surrender values provided for under policy contract 12PROUL.

We further certify that we have read the "Guidelines for non-guaranteed cost on participating and non-participating life insurance" (Bulletin 11-83), and that policy 12PROUL complies with them.

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



Shane S. Drew, ASA, MAAA
Actuary, Life Product Development



Helene Landow, FLMI, ACP
Corporate Officer

December 2, 2011
Date