

SERFF Tracking Number: MALF-127019170 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 48225
Company Tracking Number: VENTURE11 ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: 2011 Variable Product (May, 2011)
Project Name/Number: /

Filing at a Glance

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

Product Name: 2011 Variable Product (May, 2011) SERFF Tr Num: MALF-127019170 State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed-Approved-Closed State Tr Num: 48225

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: VENTURE11 ET AL State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Nancy Leto, Michelle Moore, Kathy Dowdell

Disposition Date: 03/17/2011

Date Submitted: 03/11/2011

Disposition Status: Approved-Closed

Implementation Date Requested: 05/01/2011

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Approval in domicile state of Michigan is pending under filing with the Interstate Compact

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 03/17/2011

Deemer Date:

State Status Changed: 03/17/2011

Submitted By: Nancy Leto

Created By: Nancy Leto

Filing Description:

Corresponding Filing Tracking Number:

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

NAIC #904-65838, FEIN #01-0233346

FORMS SUBMITTED FOR APPROVAL

CONTRACT FORMS

• Individual Deferred Flexible Premium Variable Annuity Contract Form VENTURE.11

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- Specifications Page Form SP.VEN-B.11
- Specifications Page Form SP.VEN-L.11
- Specifications Page Form SP.VENW-B.11
- Specifications Page Form SP.VENW-L.11

APPLICATIONS

- Application Form APPVENB11
- Application Form APPVENL11
- Application Form APPVENW0511

RIDERS/ENDORSEMENTS

- Enhanced Death Benefit Rider Form BR010-R.11
- Guaranteed Minimum Withdrawal Benefit Rider Form BR001Q.11
- Guaranteed Minimum Withdrawal Benefit Rider Form BR001NQ.11
- Guaranteed Minimum Withdrawal Benefit Rider Form BR002Q.11
- Guaranteed Minimum Withdrawal Benefit Rider Form BR002NQ.11
- Dollar Cost Averaging Endorsement Form END002.11
- Withdrawal Charge Waiver Endorsement Form NSEND001.11

QUALIFIED PLAN ENDORSEMENTS

- Individual Retirement Annuity Endorsement Form ENDIRA.11
- Roth Individual Retirement Annuity Endorsement Form ENDROTH.11
- Simple Individual Retirement Annuity Endorsement Form ENDSIMPLE.11
- Qualified Plan Endorsement Section 401(a) Plans Form END401A.11

Dear Examiner:

The forms included in this filing are new and do not replace any forms currently on file with your Department. This submission contains no unusual or possibly controversial items from the standpoint of normal company or industry standards.

The forms are filed in accordance with the applicable statutes and regulations of your state and are in final print, subject only to minor variations in color, paper stock, duplexing, fonts or positioning. With respect to the Specifications Pages forms it is our intent to close up white space or otherwise adjust pagination as necessary to accommodate variability as described in the Statements of Variability for those forms.

The forms will be marketed through representatives of broker-dealers who have selling agreements with John Hancock Life Insurance Company (U.S.A.) and John Hancock Distributors, LLC. Registered representatives are appointed by John Hancock (U.S.A). Forms are marketed on an individual basis. Issue age 0-80. The forms will be available for issue effective on the later of May 1, 2011 or upon approval by your jurisdiction and subject to completion of adjustments to the Company's administration systems.

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CONTRACT FORMS

Base contract form VENTURE.11 is a flexible payment deferred variable annuity contract. The Specification Page forms reflect the different benefit plans that may be issued with this base contract.

Specifications Page form SP.VEN-B.11 is a B-Share benefit option whereas SP.VEN-L.11 is an L-Share benefit option.

Specification Page forms SP.VENW-B.11 and SP.VENW-L.11 are, respectively, B-Share and L-Share benefit options, which will be marketed by a separate broker/dealer distribution channel. These benefit options differ from Forms SP.VEN-B.11 and SP.VEN-L.11 in terms of Contract Asset Fee, Withdrawal Charges and payment limits.

APPLICATIONS

The submitted application forms will be used to apply in paper format for the various products as described below.

Application form APPVENB11 will be used in association with Specification Page SP.VEN-B.11.

Application form APPVENL11 will be used in association with Specification Page SP.VEN-L.11.

Application form APPVENW0511 will be used with Specifications Page form SP.VENW-B.11 or SP.VENW-L.11. The owner's choice of benefit option will be indicated by completion of the applicable checkbox in Item 1.

RIDERS/ENDORSEMENTS

The following riders and endorsements may be issued with contract VENTURE.11, as applicable. These riders and endorsements may also be used with contract forms approved subsequently, as applicable.

Form BR010-R.11 is an optional rider that may be elected by the owner for an additional fee shown in the Rider Specifications. The submitted rider form provides an Annual Step Death Benefit that is equal to the greatest of the Anniversary Value after the Rider Date prior to the earlier of the Maximum Step Age shown on the Rider or the Owner's death.

Form END002.11 is an endorsement adding provisions pertaining to the Dollar Cost Averaging (DCA) Account investment options that may be made available under the Contract. There is no additional fee associated with this endorsement.

Form NSEND001.11 is an endorsement waiving withdrawal charges for a partial or total withdrawal if the owner (or co-owner) has been confined in an Eligible Medical Care Facility. There is no additional fee associated with this endorsement.

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Forms BR001Q.11, BR001NQ.11, BR002Q.11, and BR002NQ.11 are guaranteed minimum withdrawal benefit riders. The owner may elect one of these riders for an additional fee shown in the Rider Specifications, subject to the maximum fee contained in the Contract Specifications Pages. These Riders differ from each other in several respects:

- Rider Forms BR001Q.11 and BR001NQ.11 provide benefits for one Covered Person while Forms BR002Q.11 and BR002NQ.11 may provide benefits for the joint lives of two Covered Persons.
- Rider Forms BR001Q.11 and BR002Q.11 are issued with “Qualified” contracts. If the underlying contract is “Non-Qualified”, either Rider BR001NQ.11 or BR002NQ.11 will be issued. The differences in the Qualified and Non-Qualified riders are found in the following sections:
 - o The Qualified riders contain a Maximum Additional Payment Age in the Specifications section which is also referenced in the Additional Payment Limits provision.
 - o The Internal Revenue Code sections cited in the Life Expectancy Distributions provision differ as applicable to either a Qualified or Non-Qualified contract.
- Joint Life Rider Forms BR002Q.11 and BR002NQ.11 contain a Joint LIA with Cash Refund option in the Alternate Annuity Option provision. The single life Riders Forms BR001Q.11 and BR001NQ.11 contain only the LIA with Cash Refund option.

QUALIFIED PLAN ENDORSEMENTS

Forms ENDIRA.11, ENDROTH.11, ENDSIMPLE.11 and END401A.11 amend the Contract in accordance with Internal Revenue Code provisions applicable to, respectively, an IRA, Roth IRA, Simple IRA or a retirement plan qualified under IRC Section 401(a). Based on the “Type of Plan” indicated in the Contract Specifications Pages, the applicable endorsement will be attached at contract issue.

READABILITY

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

VARIABILITY

Statements of Variability (SOV) are attached in the Supporting Documentation tab describing the variable bracketing contained in these forms. Once a contract is issued, contract asset fees and contract charges are fixed for the life of that contract. The maximum charge that may apply to each variable field without refiling is reflected in the Statement of Variability.

ACTUARIAL

Actuarial Memorandums are attached in the Supporting Documents tab.

FEES & CERTIFICATIONS

The requisite fees and certifications are submitted.

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Company and Contact

Filing Contact Information

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

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$950.00
 Retaliatory? No
 Fee Explanation: 19 Forms X \$50 per form = \$950.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$950.00	03/11/2011	45494666

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/17/2011	03/17/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	03/16/2011	03/16/2011	Nancy Leto	03/16/2011	03/16/2011

SERFF Tracking Number: MALF-127019170 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 48225
Company Tracking Number: VENTURE11 ET AL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: 2011 Variable Product (May, 2011)
Project Name/Number: /

Disposition

Disposition Date: 03/17/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MALF-127019170 State: Arkansas
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 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: 2011 Variable Product (May, 2011)
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statements of Variability	Yes	Yes
Supporting Document	Certification - Reg 6	Yes	Yes
Supporting Document	Certification (Regs 19, 49 et al)	Yes	Yes
Form	Individual Deferred Flexible Premium Variable Annuity Contract Form	Yes	Yes
Form	Specifications Page	Yes	Yes
Form	Specifications Page	Yes	Yes
Form	Specifications Page	Yes	Yes
Form	Specifications Page	Yes	Yes
Form	Application	Yes	Yes
Form	Application	Yes	Yes
Form	Application	Yes	Yes
Form	Rider	Yes	Yes
Form	Rider	Yes	Yes
Form	Rider	Yes	Yes
Form	Rider	Yes	Yes
Form	Rider	Yes	Yes
Form	Endorsement	Yes	Yes
Form	Endorsement	Yes	Yes
Form	Endorsement	Yes	Yes
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Form	Endorsement	Yes	Yes

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TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: 2011 Variable Product (May, 2011)
Project Name/Number: /

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	03/16/2011
Submitted Date	03/16/2011
Respond By Date	04/18/2011

Dear Nancy Leto,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your procedures and assure us that you are in compliance.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/16/2011
Submitted Date 03/16/2011

Dear Linda Bird,

Comments:

You requested assurances regarding compliance with specified rules and code.

Response 1

Comments: Attached in the Supporting Documentation tab is our certification of compliance with 23-79-138, Reg 19 and Reg 49.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your procedures and assure us that you are in compliance.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification (Regs 19, 49 et al)

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your continued attention to this filing.

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	VENTURE.11	Policy/Contract/Fraternal Certificate	Individual Deferred Flexible Premium Variable Annuity Contract Form	Initial		0.000	VENTURE11.pdf
	SP.VEN-B.11	Schedule Pages	Specifications Page	Initial		0.000	SPVENB11 (VEN).pdf
	SP.VEN-L.11	Schedule Pages	Specifications Page	Initial		0.000	SPVENL11 (VEN4).pdf
	SP.VENW-B.11	Schedule Pages	Specifications Page	Initial		0.000	SPVENWB11 (Frontier B).pdf
	SP.VENW-L.11	Schedule Pages	Specifications Page	Initial		0.000	SPVENWL11 (Frontier L).pdf
	APPVENB11	Application/Enrollment Form	Application	Initial		0.000	APPVENB11 (John Doe).pdf
	APPVENL11	Application/Enrollment Form	Application	Initial		0.000	APPVENL11 (John Doe).pdf
	APPVENW0511	Application/Enrollment Form	Application	Initial		0.000	APPVENW0511 (John Doe).pdf
	BR010-R.11	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement	Rider	Initial		0.000	BR010R11.pdf

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BR001Q.11	nt or Rider Policy/Cont Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	BR001Q11 (single life - Qual).pdf
BR001NQ. 11	Policy/Cont Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	BR001NQ11 (single life - NQ).pdf
BR002Q.11	Policy/Cont Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	BR002Q11 (joint life - Qual).pdf
BR002NQ. 11	Policy/Cont Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	0.000	BR002NQ11 (joint life - NQ).pdf
END002.11	Policy/Cont Endorsement	Initial	0.000	END00211.pd

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

Home Office: Bloomfield Hills, MI

This is a legal Contract - read it carefully.

This Contract is issued in consideration of the Payments. John Hancock Life Insurance Company (U.S.A.), a stock company, agrees to pay the benefits of this Contract in accordance with its terms.

Variable Account Provisions

ANNUITY PAYMENTS AND OTHER VALUES PROVIDED BY THIS CONTRACT WHEN BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT. DETAILS OF THE VARIABLE ACCOUNT PROVISIONS BEGIN ON PAGE 6.

Right to Review

You may cancel the Contract by returning it to our Annuities Service Center or the registered representative who sold it to you at any time within [10] days after receipt of the Contract. Within 7 days of receipt of the Contract by us, we will pay the Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments to the Owner.

When the Contract is issued as an individual retirement annuity, during the first 7 days of this [10] day period, we will return the greater of (i) Contract Value computed at the end of the Business Day on which the Contract is received by us plus the sum of all fees and charges deducted from the gross Payments or (ii) sum of all Payments less any Withdrawals.

Signed for the Company at its Main Administration Office in Boston, Massachusetts, on the Contract Date.

[James R. Boyle], President

[Emanuel Alves], Secretary

Flexible Payment Deferred Variable Annuity

Variable Accumulation prior to Annuity Commencement Date
Variable and Fixed Annuity Options
Death Benefit Proceeds Payable prior to Annuity Commencement Date
Withdrawal Charge Waiver Benefit
Non-Participating

Annuities Service Center:

[P.O. Box 9505 Portsmouth, NH 03802-9505] [1-800-344-1029] [www.jhannuities.com]

Overnight Mailing Address:

[164 Corporate Drive Portsmouth, NH 03801-6815]

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Introduction

This is a flexible payment deferred variable annuity contract. This Contract provides that, prior to the Annuity Commencement Date, the Contract Value will accumulate on a variable basis. You allocate Payments among one or more Investment Options. The initial Investment Options are identified on the Specifications Pages. The Contract Value will vary with the investment performance of your Investment Account. Subject to the provisions of the Contract, you may take withdrawals and transfer amounts among the Investment Options.

After the Annuity Commencement Date, Annuity Payments may be either fixed or variable, or a combination of fixed and variable. If you select Annuity Payments on a variable basis, the payment amount will vary with the investment performance of the Variable Account.

If the Owner (Annuitant if the Owner is not an individual) dies while this Contract is in effect prior to the Annuity Commencement Date, we will pay a Death Benefit to the Beneficiary upon receipt of all required claim forms and proof of death of the Owner at the Annuities Service Center.

Part 1

Definitions

We And You	"We", "us" and "our" means the Company. "You" or "your" means the Owner of this Contract.
Accumulation Unit	A unit of measure that is used to calculate the value of the Variable Account of this Contract before the Annuity Commencement Date.
Annuitant	Any individual person or persons whose life is used to determine the duration of Annuity Payments involving life contingencies. The Annuitant is as designated on the Specifications Pages, unless changed.
Annuities Service Center	Any office designated by us for the receipt of Payments and processing of Owner requests.
Annuity Commencement Date	The date Annuity Payments begin. This date may not be earlier than six months following the Contract Date or later than the Maturity Date.
Annuity Option	The method selected by you for Annuity Payments made by us.
Annuity Payment(s)	Payment(s) by us to you, in accordance with the Annuity Option elected under the terms of this Contract.
Annuity Unit	A unit of measure that is used after the Annuity Commencement Date to calculate Variable Annuity payments.
Beneficiary	The person, persons or entity to whom certain benefits are payable following the death of an Owner, or in certain circumstances, an Annuitant.
Business Day	Any date on which the New York Stock Exchange is open for business and the net asset value of a Portfolio is determined.
Company	The insurance company named on the first page of this Contract (or any successor insurance company named by endorsement to this Contract) that will pay benefits in accordance with this Contract.
Contract Anniversary	The annual anniversary of the Contract beginning twelve months from the Contract Date and each year thereafter.
Contract Date	The date of issue of this Contract as designated on the Specifications Pages.
Contract Value	The total of your Investment Account Values.
Contract Year	The period of time measured twelve consecutive months from the Contract Date or any Contract Anniversary thereafter.
Contingent Beneficiary	The person, persons or entity who becomes the Beneficiary if the Beneficiary is not alive.
Cumulative Value	The Contract Value of this Contract plus the contract value of any other variable annuity contract issued by the Company or any of its affiliates that is in its accumulation phase and has the same owner or annuitant as this Contract.

Endorsement	An Endorsement modifies the contract to which it is attached. Endorsements must be signed by an officer of the Company in order to be effective.
Fixed Annuity	An Annuity Option with payments which are predetermined and guaranteed as to dollar amount.
Good Order	The standard we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Annuities Service Center: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations and Company requirements; (b) on specific forms, or by other means we then permit (such as via telephone or electronic submission); and/or (c) with any signatures and dates we may require. We will notify you if an instruction is not in Good Order.
Internal Revenue Code (IRC)	The Internal Revenue Code of 1986, as amended from time to time, and any successor statute of similar purpose.
Investment Account	An account established by us which represents your interest in an Investment Option prior to the Annuity Commencement Date.
Investment Account Value	The value of your investment in an Investment Account.
Investment Options	The Subaccount(s) of the Variable Account. The Investment Options available under this Contract at issue are shown on the Specifications Pages.
Maturity Date	The latest date on which annuity benefits may commence. It is the date listed on the Specifications Pages, unless changed. In no event shall the Maturity Date be later than age 105 of the oldest Annuitant.
Net Payment	The Payment less the amount of premium tax, if any, deducted from the Payment.
Net Surrender Value	The Surrender Value less any amount withheld by us for income taxes.
Non-Qualified Contracts	Contracts which are not issued under Qualified Plans.
Owner	The person, persons or entity entitled to the ownership rights under this Contract. The Owner is as designated on the Specifications Pages, unless changed.
Portfolio	The investment choices available to the Variable Account.
Payment	An amount paid to us by you as consideration for the benefits provided by this Contract.
Qualified Contracts	Contracts issued under Qualified Plans.
Qualified Plans	Retirement plans which receive favorable tax treatment under sections 401, 403, 408 or 457, of the Internal Revenue Code of 1986, as amended.
Rider	A rider provides an optional benefit, which may result in an additional charge to the Contract. A rider supplements the contract to which it is attached. Riders must be signed by an officer of the Company in order to be effective.

Separate Account	A segregated account of the Company that is not commingled with our general assets and obligations.
Subaccount(s)	A division of the Variable Account. Each Subaccount is invested in shares of a different Portfolio.
Surrender Value	The Contract Value on any Valuation Date, less, if applicable, any contract fees, any rider charges, any deduction for premium taxes or similar taxes, and any Withdrawal Charge.
Valuation Period	Any period from one Business Day to the next, measured from the time on each such day that the net asset value of each Portfolio is determined.
Variable Account	The Company's Separate Account as shown on the Specifications Pages.
Variable Annuity	An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified variable Subaccounts.
Withdrawal Amount	The amount deducted from the Contract Value when you take a withdrawal. This amount is the total of the amount paid to you plus the following, if applicable: any contract fees, any rider charges, any deduction for premium taxes or similar taxes, any amount for income taxes resulting from the withdrawal, and any Withdrawal Charges. The Withdrawal Amount may not exceed the Contract Value.
Written Request	A notice provided in a form acceptable to Us based on the type of request and received in Good Order at our Annuities Service Center.

Part 2

Parties to the Contract

Owner

Before the Annuity Commencement Date, the Owner of this Contract shall be the person, persons or entity designated on the Specifications Pages or the latest change filed with us. A co-Owner is not permitted under this Contract if any Owner is an entity. On the Annuity Commencement Date the Annuitant will become the Owner of this Contract, unless the Owner is a trust or custodian. If amounts become payable to the Beneficiary under this Contract, the Beneficiary becomes the Owner of this Contract. Unless indicated otherwise, references to the Owner will also include the co-Owner.

Annuitant

The Annuitant is the person designated as such on the Specifications Pages or the latest change filed with us. If you name more than one Annuitant, the second Annuitant is referred to as the co-Annuitant. Unless indicated otherwise, references to the Annuitant will also include the co-Annuitant.

Beneficiary

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

Change Of Owner, Annuitant, Beneficiary

Subject to the rights of an irrevocable Beneficiary, you may change the Owner, Annuitant, or Beneficiary by Written Request. Any change will take effect on the date the request is signed. Any change of Owner or Annuitant is subject to our issue age limitations based on age at the date of the change. The Annuitant may not be changed after the Annuity Commencement Date. You need not send us the Contract unless we request it. We will not be liable for any payments or actions we take before the Written Request is received.

The addition of any Owner may result in the resetting of the Guaranteed Minimum Death Benefit to an amount equal to the Contract Value as of the date of such change. For purposes of subsequent calculations of the Guaranteed Minimum Death Benefit, we will treat the Contract Value on the date of the change as a Payment made on that date. In addition, all anniversary values, all Payments made and all amounts deducted in connection with partial withdrawals prior to the date of the addition of the Owner will not be considered in the determination of the Guaranteed Minimum Death Benefit.

The substitution of any Owner will result in the resetting of the Death Benefit to an amount equal to the Contract Value and the Guaranteed Minimum Death Benefit will no longer apply. This paragraph will not apply if:

- (a) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
- (b) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
- (c) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
- (d) Ownership is transferred to the Owner's spouse following the death of the Owner.

If any Annuitant is changed and any Owner is not an individual, the entire interest in the Contract must be distributed to the Owner within five years of the change.

Assignment

You may assign this Contract, except as otherwise provided, at any time prior to the Annuity Commencement Date. No assignment will be binding on us unless it is in the form of a Written Request. We will not be liable for any payments made or actions we take before the assignment is accepted by us. An absolute assignment will revoke the interest of any revocable Beneficiary. We will not be responsible for the validity of any assignment.

An assignment of the Contract will result in the resetting of the Death Benefit to an amount equal to the Contract Value. Any Payments made and amounts deducted in connection with partial withdrawals will not be considered in the determination of the Death Benefit, except for the impact of those transactions on the Contract Value. This paragraph will not apply if:

- (a) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
- (b) the assignment is for purposes of a tax qualified exchange.

If this Contract is issued in a Qualified Plan, this Contract is subject to assignment restrictions for Federal Income Tax purposes. In such event, this Contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than us.

Part 3

Payments

General

The Contract is not effective until the Initial Payment is received by us at our Annuities Service Center or such other place designated by us. All Payments under this Contract are payable at our Annuities Service Center or such other place as we may designate.

Payment Limits

The Initial Payment is shown on the Specifications Pages. Each additional Payment must be at least equal to the Minimum Additional Payment Amount shown on the Specifications Pages. If a Payment would cause the Cumulative Value on the date of such Payment to exceed the Maximum Amount shown on the Specifications Pages, or the Cumulative Value on the date of such Payment already exceeds the Maximum Amount, no additional Payments will be accepted without our prior approval. Additional limits may apply based on your election of an optional Rider or optional benefit. Any such limits are described in the Rider or on the Specifications Pages.

Upon notice, we have the right to refuse or limit subsequent Payments after the first Contract Year in a manner that is not discriminatory.

Allocation Of Net Payments

When we receive Payments, the Net Payments will be allocated among Investment Options in accordance with the allocation percentages shown on the Specifications Pages. You may change the allocation of subsequent Net Payments at any time, without charge, by Written Request.

Part 4

Fees and Deductions

Contract Asset Fee

To compensate us for assuming mortality and expense risks, and administration expenses, we deduct from each variable Investment Option a fee each Valuation Period at an annual rate set forth on the Specifications Pages. A portion of this Asset Fee may also be used to reimburse us for distribution expenses. This fee is reflected in the Net Investment Factor used to determine the value of Accumulation Units and Annuity Units of the Contract.

Annual Contract Fee

To compensate us for assuming administration expenses, we charge an Annual Contract Fee as set forth on the Specifications Pages. Prior to the Annuity Commencement Date, the Annual Contract Fee is deducted on each Contract Anniversary. We withdraw the Annual Contract Fee from each Investment Option in the same proportion that the value of the Investment Accounts of each Investment Option bears to the Contract Value. If the Contract Value is totally withdrawn on any date other than the Contract Anniversary, we will deduct the total amount of the Annual Contract Fee from the amount paid. After the Annuity Commencement Date, we deduct the Annual Contract Fee on a pro rata basis from each Annuity Payment.

Taxes

We reserve the right to charge certain taxes against your Payments (either at the time of payment or liquidation due to withdrawals, annuitization or death benefit), or against the Contract Value, Death Benefit proceeds, or Annuity Payments, as appropriate. Such taxes may include premium taxes or other taxes levied by any government entity which we, in our sole discretion, determine have resulted from the establishment or maintenance of the Variable Account, or from the receipt by us of Payments, or from the issuance of this Contract, or from the commencement or continuance of Annuity Payments under this Contract.

Rider Fee(s)

We charge an additional fee to compensate us for the additional benefits provided by any optional benefit riders elected by you. The Rider Fee for each rider you elect is shown on the Specifications Pages or in the Rider. Rider Fees are deducted as described in the applicable benefit Rider issued by us.

Part 5

Variable Account Provisions

Investment Account

We will establish a separate Investment Account for you for each variable Investment Option to which you allocate amounts. The Investment Account represents the number of your Accumulation Units in an Investment Option.

Investment Account Value

The Investment Account Value of an Investment Account is determined by (a) times (b) where:

- (a) equals the number of Accumulation Units credited to the Investment Account; and;
- (b) equals the value of the appropriate Accumulation Unit.

Accumulation Units

We will credit Net Payments to your Investment Accounts in the form of Accumulation Units. The number of Accumulation Units we will credit to each Investment Account of the Contract will be determined by dividing the Net Payment allocated to that Investment Account by the Accumulation Unit value for that Investment Account.

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

Value Of Accumulation Unit

We will determine the Accumulation Unit value for a particular Investment Account for any Business Day by multiplying the Accumulation Unit value for the immediately preceding Business Day by the net investment factor for the Valuation Period for which the value is being determined. The value of an Accumulation Unit may increase, decrease or remain the same from one Business Day to the next.

Net Investment Factor

The net investment factor is an index that measures the investment performance of a Subaccount from one Business Day to the next ("the Valuation Period"). The net investment factor for any Valuation Period is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net result of:
 - (i) the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the current Valuation Period, plus
 - (ii) the per share amount of any dividend or capital gain distributions made by the Portfolio on shares held in the Subaccount and received during the current Valuation Period; and
- (b) is the net asset value per share of a Portfolio share held in the Subaccount determined as of the end of the immediately preceding Valuation Period; and
- (c) is the Contract Asset Fee shown on the Specifications Pages divided by 365 and multiplied by the number of calendar days in the Valuation Period.

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

Addition, Deletion, Substitution Or Restriction Of Investment Options

We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, or substitutions for the Portfolio shares that are held by the Variable Account or that the Variable Account may purchase. We reserve the right to eliminate the shares of any of the eligible Portfolios and to substitute shares of another Portfolio. We will not substitute any shares attributable to your interest in a Subaccount without notice to you and prior approval of the Securities and Exchange Commission to the extent required by the Investment Company Act of 1940. Nothing contained herein shall prevent the Variable Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between shares of another open-end investment company.

We reserve the right, subject to compliance with applicable law, to establish additional Subaccounts which would invest in shares of a new Portfolio. We also reserve the right to eliminate existing Subaccounts, to restrict or prohibit additional allocations to a Subaccount, to combine Subaccounts or to transfer assets in a Subaccount to another Separate Account established by us or an affiliated company. In the event of any such substitution or change, we may, by appropriate endorsement, make such changes in this and other Contracts as may be necessary or appropriate to reflect such substitutions or change. If deemed by us to be in the best interests of persons having voting rights under the Contracts, the Variable Account may be operated as a management company under the Investment Company Act of 1940 or it may be de-registered under such Act in the event such registration is no longer required.

Insulation

The portion of the assets of the Variable Account equal to the reserves and other contract liabilities with respect to such account shall not be charged with liabilities arising out of any other business we may conduct. Moreover, the income, gains and losses, realized or unrealized, from assets allocated to the Variable Account shall be credited to or charged against such account without regard to our other income, gains or losses.

Part 6

Transfers

Transfers Before Annuity Commencement Date

While this Contract is in effect prior to the Annuity Commencement Date, you may transfer amounts among the Investment Accounts of the Contract, subject to the limitations below. Amounts will be canceled from the Investment Accounts from which amounts are transferred and credited to the Investment Account to which amounts are transferred. We will effect such transfers so that the Contract Value on the date of transfer will not be affected by the transfer.

You must transfer at least the Minimum Transfer Amount shown on the Specifications Pages or, if less, the entire amount in the Investment Account each time you make a transfer. If, after the transfer, the amount remaining in the Investment Account from which the transfer is made is less than Minimum Investment Account Value shown on the Specifications Pages, then we will transfer the entire amount instead of the requested amount.

We reserve the right, upon notice, to limit the number of transfers that can be made per Contract Year. Should we limit the number of transfers, such limit will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers Before Annuity Commencement Date section on the Specifications Pages.

We also reserve the right, upon notice, to impose a transaction charge for transfers. Such charge will not exceed the Transfer Charge shown on the Specifications Pages.

Transfers On Or After Annuity Commencement Date

Once variable Annuity Payments have begun, you may transfer all or part of the investment upon which your variable Annuity Payments are based from one Subaccount to another. To do this, we will convert the number of variable Annuity Units you hold in the Subaccount from which you are transferring to a number of variable Annuity Units of the Subaccount to which you are transferring so that the next Annuity Payment, if it were made at that time, would be the same amount that it would have been without the transfer. After the transfer, the variable Annuity Payments will reflect changes in the values of your new variable Annuity Units. You must give us notice at least 30 days before the due date of the first variable Annuity Payment to which the transfer will apply.

We reserve the right, upon notice, to limit the number of transfers that can be made after variable annuity payments have begun. If such a limit is imposed, the number of transfers per Contract Year will be no less than the Minimum Number of Transfers Per Contract Year shown in the Transfers On Or After Annuity Commencement Date section on the Specifications Pages.

After the Annuity Commencement Date, transfers will not be allowed from a fixed to a variable Annuity Option, or from a variable to a fixed Annuity Option.

Deferral, Modification Or Termination Of Transfer Privilege

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

Part 7

Withdrawal Provisions

Payments Of Withdrawals

You may withdraw part or all of the Surrender Value, at any time before the earlier of the death of an Owner, the Annuity Commencement Date or the Maturity Date, by sending us a Written Request. We will pay all withdrawals within seven days of receipt at the Annuities Service Center subject to postponement in certain circumstances, as specified below.

Total Withdrawal

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

Partial Withdrawal

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

Partial withdrawals will reduce the Death Benefit, as described in the Death Benefit section.

Frequency And Amount Of Partial Withdrawals

You may make as many partial withdrawals as you wish. Limitations on the amount of partial withdrawals are as follows.

- (a) Any withdrawal from an Investment Account must be at least equal to the Minimum Amount of Partial Withdrawal shown on the Specifications Pages or the entire balance in the Investment Account, if less.
- (b) If after the withdrawal, the amount remaining in the Investment Account is less than the Minimum Investment Account Balance shown on the Specifications Pages, then we will consider the withdrawal request to be a request for withdrawal of the entire amount held in the Investment Account.
- (c) If a partial withdrawal reduces the Contract Value to less than the Minimum Remaining Contract Value shown on the Specifications Pages, or if the amount requested is greater than or equal to the amount available as a total withdrawal, then we will treat the partial withdrawal as a total withdrawal of the Contract Value.

Suspension Of Payments

We may defer the right of withdrawal from, or postpone the date of payments from, the variable Investment Accounts for any period when: (1) the New York Stock Exchange is closed (other than customary weekend and holiday closings); (2) trading on the New York Stock Exchange is restricted; (3) an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net assets; or (4) the Securities and Exchange Commission, by order, so permits for the protection of security holders; provided that applicable rules and regulations of the Securities and Exchange Commission shall govern as to whether the conditions described in (2) and (3) exist.

Withdrawal Charge

If a withdrawal is made from the Contract we may assess a Withdrawal Charge against Payments. The amount of the Withdrawal Charge and when it is assessed is discussed below.

- (a) A Free Withdrawal Amount may be withdrawn free of a Withdrawal Charge. The Free Withdrawal Amount is the greater of:
 - (i) Earnings, which for purposes of these Withdrawal Charge provisions, means the excess of the Contract Value on the date of withdrawal over the unliquidated Payments; or
 - (ii) the excess of a. over b. where
 - a. equals 10% times the total Payments; and
 - b. equals 100% of all prior partial withdrawals in that Contract Year.
- (b) Amounts will be withdrawn from the Contract in the following order for purposes of calculating the Withdrawal Charge:
 - (i) Earnings; then
 - (ii) any Free Withdrawal Amount in excess of Earnings; then
 - (iii) Payments not previously liquidated, in the order such Payments were received.
- (c) Payments are liquidated when the Withdrawal Amount exceeds Earnings. The amount of Payments liquidated equals
 - (i) the lesser of the Withdrawal Amount or the total unliquidated Payments; minus
 - (ii) Earnings.
- (d) A total withdrawal will liquidate all unliquidated Payments. Any Payments liquidated may be subject to a Withdrawal Charge based on the length of time the Payment has been in the Contract. The Withdrawal Charge is determined by multiplying the amount of the Payment being liquidated by the applicable Withdrawal Charge percentage obtained from the table shown on the Specifications Pages.
- (e) The total Withdrawal Charge will be the sum of the Withdrawal Charges for the Payments being liquidated.

Waiver of Withdrawal Charge

A Withdrawal Charge is not applied if the withdrawal is:

- (a) payment of the Death Benefit; or
- (b) due to the application of the Contract Value to an Annuity Option; or
- (c) taken at the Maturity Date of the Contract; or
- (d) a distribution required to satisfy Federal Income Tax minimum distribution requirements that apply to this Contract; or
- (e) a withdrawal guaranteed under certain riders attached to the Contract, as specified in the rider.

Death Benefit Before Annuity Commencement Date

Prior to the Maturity Date or Annuity Commencement Date, if earlier, we will determine the Death Benefit as of the date on which written notice and proof of death and all required claim forms are received in Good Order at the Company's Annuities Service Center as follows:

The Death Benefit will be determined as the greater of the Contract Value or the Guaranteed Minimum Death Benefit.

The Guaranteed Minimum Death Benefit is the sum of all Payments made, less any amount deducted in connection with partial withdrawals. For purposes of calculating the Guaranteed Minimum Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Guaranteed Minimum Death Benefit prior to the withdrawal, and (ii) is equal to the amount of the partial withdrawal divided by the Contract Value prior to the partial withdrawal.

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

Death benefit distributions prior to the Annuity Commencement Date are governed by Internal Revenue Code Section 72(s). Pursuant to Section 72(s) any reference in this provision to "spouse" means a spouse as defined in federal law.

Death of Annuitant: On the death of the last surviving Annuitant, the Owner becomes the new Annuitant, if the Owner is an individual. If the Owner is not an individual the death of any Annuitant is treated as the death of an Owner and the Death Benefit will be determined by substituting the Annuitant for the Owner as described below.

Death of Owner: We will pay the Death Benefit to the Beneficiary if any Owner dies prior to the Maturity Date or Annuity Commencement Date, if earlier. The Death Benefit may be taken in one sum immediately, in which case the Contract will terminate. If the Death Benefit is not taken in one sum immediately, the Contract will continue subject to the following provisions:

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

- (ii) the entire interest in the Contract must be distributed within 5 years of the Owner's Death, or
- (iii) as Annuity Payments under one of the options described in the Annuity Options section.

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

- (e) If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner, subject to the provisions of Internal Revenue Code Section 72(s). The surviving spouse may name a new Beneficiary (and, if no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary).

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

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

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

Death Benefit On Or After Annuity Commencement Date

If Annuity Payments have been selected based on an Annuity Option providing for payments for a guaranteed period, and the Annuitant dies on or after the Annuity Commencement Date, we will make the remaining guaranteed payments to the Beneficiary. Any remaining payments will be made at least as rapidly as under the method of distribution being used as of the date of the Annuitant's death. If no Beneficiary is living, we will commute any unpaid guaranteed payments to a single sum (on the basis of the interest rate used in determining the payments) and pay that single sum to the estate of the last to die of the Annuitant and the Beneficiary.

Proof Of Death

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

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

Part 9**Contract Maturity**

Change In Maturity Date

Prior to the Maturity Date, an Owner may make a Written Request to change the Maturity Date. Any extension of the Maturity Date will be subject to our prior approval and any applicable law or regulation then in effect.

Options at Maturity Date

We will send You information about Your available options prior to the Maturity Date. If by the Maturity Date, you do not choose an Annuity Option, make a total withdrawal of the Surrender Value, or ask us to change the Maturity Date, we will automatically pay you Annuity Payments under the Annuity Option shown on the Specifications Pages and the Annuity Commencement Date is considered to be the Maturity Date.

We will provide variable Annuity Payments unless otherwise elected. You can change the Annuity Option at any time before the Annuity Commencement Date.

Part 10**Annuity Payments**

General

The entire Contract Value or the entire amount of the Beneficiary's portion of the Death Benefit may be applied in accordance with one or more of the Annuity Options described below, subject to any restrictions of Internal Revenue Code section 72(s). Once Annuity Payments commence, the Annuity Option may not be changed.

You may select a Fixed or Variable Annuity. We will provide variable Annuity Payments unless otherwise elected. Once Annuity Payments commence, the Annuity Option may not be changed.

The method used to calculate the amount of the initial and subsequent Annuity Payments is described below.

We may pay the Contract Value or Death Benefit, on the Annuity Commencement Date in one lump sum if the corresponding monthly income is less than \$20.

Variable Annuity Payments

We will determine the amount of the first Variable Annuity Payment by applying the portion of the Contract Value used to effect a Variable Annuity (minus any applicable premium taxes) to the Annuity Option elected based on the mortality table and assumed interest rate shown in the Specifications Pages. We will provide a table of the annuity factors upon Written Request. If the current rates in use by us on the Annuity Commencement Date are more favorable to you, we will use the current rates. The portion of the Contract Value used to effect a Variable Annuity will be measured as of a date not more than 10 business days prior to the Annuity Commencement Date.

Subsequent payments will be based on the investment performance of one or more Subaccounts as you select. The amount of such payments is determined by the number of Annuity Units credited for each Subaccount. Such number is determined by dividing the portion of the first payment allocated to that Subaccount by the Annuity Unit value for that Subaccount determined as of the same date that the Contract Value used to effect Annuity Payments was determined. We then multiply this number of Annuity Units for each Subaccount by the appropriate Annuity Unit value for each subsequent determination date, which is a uniformly applied date not more than 10 business days before the payment is due.

Mortality And Expense Guarantee We guarantee that the dollar amount of each Variable Annuity payment will not be affected by changes in mortality and expense experience.

Annuity Unit Value The value of an Annuity Unit for each Subaccount for any Business Day is determined as follows:

- (a) The net investment factor for the Subaccount for the Valuation Period ending on the Business Day for which the Annuity Unit value is being calculated is multiplied by the value of the Annuity Unit for the preceding Business Day; and
- (b) The result is adjusted to compensate for the interest rate used to determine the first Variable Annuity payment.

The dollar value of Annuity Units may increase, decrease or remain the same from one Valuation Period to the next.

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

We guarantee the dollar amount of Fixed Annuity payments.

Part 11

Annuity Options

Description Of Annuity Options

Option 1: Life Annuity

- a) Life Non-Refund. We will make Annuity Payments during the lifetime of the Annuitant. No payments are due after the death of the Annuitant.
- b) Life with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the lifetime of the Annuitant. No payments are due after the death of the Annuitant or, if later, the end of the 10-year period.

Option 2: Joint and Survivor Life Annuity

The second Annuitant named shall be referred to as the Co-Annuitant.

- a) Joint and Survivor Non-Refund. We will make Annuity Payments during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the last survivor of the Annuitant and Co-Annuitant.
- b) Joint and Survivor with 10-Year Certain. We will make Annuity Payments for 10 years and after that during the joint lifetime of the Annuitant and Co-Annuitant. Payments will then continue during the remaining lifetime of the survivor. No payments are due after the death of the survivor of the Annuitant and Co-Annuitant or, if later, the end of the 10-year period.

Alternate Annuity Options

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

Part 12

General Provisions

Entire Contract

The entire Contract consists of this Contract, Endorsements and Riders, if any, and the application, if one is attached to this Contract.

Benefits and Values

The benefits and values available under this Contract are not less than the minimum required by any statute of the state in which this Contract is delivered. We have filed a detailed statement of the method used to calculate the benefits and values with the Department of Insurance in the state in which this Contract is delivered, if required by law.

Modification

Only the President, a Vice President, or the Secretary of the Company has authority to agree on our behalf to any alteration of the Contract or to any waiver of our rights or requirements. The change or waiver must be in writing. We will not change or modify this Contract without your consent except as may be required to make it conform to any applicable law or regulation or any ruling issued by a government agency; or unless we have reserved the right to change the terms herein.

Claims Of Creditors	All benefits and payments under this Contract shall be exempt from the claims of creditors to the extent permitted by law.
Misstatement And Proof Of Age Or Survival	We may require proof of age or survival of any person upon whose age or survival any Annuity Payments or other benefits provided by this Contract or any Rider attached thereof depend. If the age of the Annuitant has been misstated, the benefits will be those which would have been provided for the correct age. If we have made incorrect benefit payments, we will immediately pay the amount of any underpayment. We will deduct the amount of any overpayment from future benefit payments.
Incontestability	This Contract is not contestable.
Non-Participating	Your Contract is non-participating and will not share in our profits or surplus earnings. We will pay no dividends on your Contract.
Reports	We provide periodic reports no less frequently than annually without charge, containing the Investment Account Value, the Contract Value and Death Benefit. The report will include the number of Accumulation Units credited to the Variable Account, the Accumulation Unit value and the dollar value of the Accumulation Unit of the Variable Account no more than 4 months prior to the date of the delivery of the report. We will provide annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue. We will provide additional status reports upon request for a charge not to exceed \$25 per request.
Currency And Place Of Payments	All payments made to or by us shall be made in the lawful currency of the United States of America at the Annuities Service Center or elsewhere if we consent.
Notices And Elections	To be effective, all notices and elections you make under this Contract must be in the form of a Written Request. Unless otherwise provided in this Contract, all notices, requests and elections will be effective when received by us at our Annuities Service Center, complete with all necessary information.
Governing Law	This Contract will be governed by the laws of the jurisdiction indicated on the Specifications Pages.
Section 72(s)	The provisions of this Contract shall be interpreted so as to comply with the requirements of Section 72(s) of the Internal Revenue Code.

Part 13

Contract Termination

Cancellation For Nonpayment & Minimum Account Value

If, prior to the Annuity Commencement Date, no Payments have been made for two consecutive Contract Years, and if both:

- (a) the total Payments made, less any partial withdrawals, are less than \$2,000; and
- (b) the Contract Value at the end of such two year period is less than \$2,000;

we may cancel this Contract and pay you the Contract Value (measured as of the Valuation Period during which the cancellation occurs), less the Annual Contract Fee.

Other

This Contract will terminate on the earliest of :

- (a) receipt of your request to withdraw the entire Contract Value;
- (b) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum; or
- (c) the date the Contract Value reduces to zero, subject to the provisions of any benefit rider attached to this Contract.

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

Home Office: Bloomfield Hills, MI



Specifications Page

Type of Contract:	[Qualified]	Contract Date:	[05/01/2011]
Contract Number:	[000000005]	Issue State:	[YS]
Owner:	[John X. Doe]	Owner's Age & Sex:	[55] [Male]
Annuitant:	[John X. Doe]	Annuitant's Age & Sex:	[55] [Male]
[Co-Owner:]	[]	[Co-Owner's Age & Sex:]	[] []
[Co-Annuitant:]	[]	[Co-Annuitant's Age & Sex:]	[] []

Plan [VENTURE 7 Series]

[The purpose of the guaranteed minimum withdrawal benefit provided under this annuity contract is to provide security through a stream of income payments to the Owner. The guaranteed minimum withdrawal benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum withdrawal benefit rider.]

The purpose of the guaranteed minimum death benefit provided under this annuity contract or any death benefit rider attached to this Contract is to provide security through a death benefit payment to the Beneficiary. The guaranteed minimum death benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum death benefit rider or the Change of Owner, Annuitant, Beneficiary provision of this Contract.

Fees and Charges

Contract Asset Fee	[1.15% years 1-7] [1.10% years 8 +]	
Annual Contract Fee	[Owner Elects Electronic Delivery of <u>Financial Transaction Confirmations</u> [\$0]	[Electronic-Delivery of Financial Transaction Confirmations is <u>Not Elected by Owner</u> [\$50]

Payment Limits

Payment Limits

- Minimum Additional Payment Amount: [\$30]
- Maximum Amount: [\$1,000,000]

Limits—Transfers and Amount of Partial Withdrawals

Transfer Charges and Limitations— Before Annuity Commencement Date	<ul style="list-style-type: none"> • Minimum Transfer Amount: \$300 • Minimum Investment Account Value: \$100 • Minimum Number of Transfers Per Contract Year: one per month and no more than six within the Contract Year • Transfer Charge: the lesser of \$25 or 2% of the amount of each transfer in excess of 12 per Contract Year
Transfer Limitations – On or After Annuity Commencement Date	<ul style="list-style-type: none"> • Minimum Number of Transfers Per Contract Year: 4
Limitations on Amount of Partial Withdrawals	<ul style="list-style-type: none"> • Minimum Amount of Partial Withdrawal: [\$300] • Minimum Investment Account Balance: [\$100] • Minimum Remaining Contract Value: [\$300]

Withdrawals Charges

Table of Withdrawal Charges	Number of Complete Years Payment has been in Contract	Withdrawal Charge Percentage
	[0]	[8%]
	[1]	[7%]
	[2]	[6%]
	[3]	[5%]
	[4]	[4%]
	[5]	[3%]
	[6]	[2%]
	[7+]	[0%]

[Withdrawal Charges will be waived for any contract issued to an employee of the Company, a registered representative or an employee of a broker/dealer that has a selling agreement with the Company or such person's spouse, parents, stepparents, in-laws, siblings, children and stepchildren.]

Initial Allocation of Net Payment *(See Following Page for All Available Investment Options)*

Initial Payment	[\$100,000.00]		
[DCA Account Options:]	[Initial Interest Rate]	[Initial Guarantee Period Expires]	
[6 Month DCA Account]	[25.00%]	[1.00%]	[11/01/2011]
Variable Investment Options:			
[Lifestyle Balanced PS]	[75.00%]		
Total	100.00%		

Available Investment Options

Variable Account: [John Hancock Life Insurance Company (U.S.A.) Separate Account H]

Variable Investment Options:

- [Lifestyle Balanced]
- [Lifestyle Balanced PS]
- [Lifestyle Conservative]
- [Lifestyle Conservative PS]
- [Lifestyle Growth]
- [Lifestyle Growth PS]
- [Lifestyle Moderate]
- [Lifestyle Moderate PS]
- [Ultra Short Term Bond]

[Dollar Cost Averaging (DCA) Account Investment Options:]

- [6 Month DCA Account]
- [12 Month DCA Account]

Optional Riders

[Enhanced Death Benefit Rider: Marketing Name]

- [Rider Date:] [05/01/2011]
- [Rider Fee Percentage:] [0.30%]
- [Total asset Fee Percentage
(Contract Asset Fee + Rider Fee):] [1.45% years 1-7]
[1.40% years 8+]

[Guaranteed Minimum Withdrawal Benefit Rider: Marketing Name]

- [Rider Date:] [05/01/2011]
- [Maximum Rider Fee Percentage:] [1.50%]

Annuity Benefits

Maturity Date: [10/25/2051]

Annuity Option: Life 10-Year Certain

Annuity Payments — General Information

The rates for Annuity Payments are determined based on:

- Mortality Table: Annuity 2000 Table projected at Scale G, 100% female blend
- Fixed Annuity Payment Interest Rate: 1.00% interest per year
- Variable Annuity Payment Assumed Interest Rate: 1.00%

The amount of each Annuity Payment will depend upon the age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return which is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is [2.17%].

Beneficiary Information

[Jane Doe]

[Disclosures]

[This plan is intended to qualify under the Internal Revenue Code for tax-favored status. Language contained in this Contract referring to Federal tax status or rules is informational and instructional and this language is not subject to approval or disapproval by the Issue State. Please seek the advice of your own tax advisor regarding your individual tax treatment.]

Specifications Page

Type of Contract:	[Qualified]	Contract Date:	[05/01/2011]
Contract Number:	[000000005]	Issue State:	[YS]
Owner:	[John X. Doe]	Owner's Age & Sex:	[55] [Male]
Annuitant:	[John X. Doe]	Annuitant's Age & Sex:	[55] [Male]
[Co-Owner:]	[]	[Co-Owner's Age & Sex:]	[] []
[Co-Annuitant:]	[]	[Co-Annuitant's Age & Sex:]	[] []

Plan [VENTURE 4 Series]

[The purpose of the guaranteed minimum withdrawal benefit provided under this annuity contract is to provide security through a stream of income payments to the Owner. The guaranteed minimum withdrawal benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum withdrawal benefit rider.]

The purpose of the guaranteed minimum death benefit provided under this annuity contract or any death benefit rider attached to this Contract is to provide security through a death benefit payment to the Beneficiary. The guaranteed minimum death benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum death benefit rider or the Change of Owner, Annuitant, Beneficiary provision of this Contract.

Fees and Charges

Contract Asset Fee	[1.70%]	
Annual Contract Fee	[Owner Elects Electronic Delivery of <u>Financial Transaction Confirmations</u> [\$0]	[Electronic-Delivery of Financial Transaction Confirmations is <u>Not Elected by Owner</u> [\$50]

Payment Limits

Payment Limits

- Minimum Additional Payment Amount: [\$30]
- Maximum Amount: [\$1,000,000]

Limits—Transfers and Amount of Partial Withdrawals

- | | |
|---|---|
| Transfer Charges and Limitations—
Before Annuity Commencement
Date | <ul style="list-style-type: none"> • Minimum Transfer Amount: \$300 • Minimum Investment Account Value: \$100 • Minimum Number of Transfers Per Contract Year: one per month and no more than six within the Contract Year • Transfer Charge: the lesser of \$25 or 2% of the amount of each transfer in excess of 12 per Contract Year |
| Transfer Limitations – On or After
Annuity Commencement Date | <ul style="list-style-type: none"> • Minimum Number of Transfers Per Contract Year: 4 |
| Limitations on Amount of
Partial Withdrawals | <ul style="list-style-type: none"> • Minimum Amount of Partial Withdrawal: [\$300] • Minimum Investment Account Balance: [\$100] • Minimum Remaining Contract Value: [\$300] |

Withdrawals Charges

Table of Withdrawal Charges	<u>Number of Complete Years Payment has been in Contract</u>	<u>Withdrawal Charge Percentage</u>
	[0]	[8%]
	[1]	[7%]
	[2]	[6%]
	[3]	[5%]
	[4+]	[0%]

[Withdrawal Charges will be waived for any contract issued to an employee of the Company, a registered representative or an employee of a broker/dealer that has a selling agreement with the Company or such person's spouse, parents, stepparents, in-laws, siblings, children and stepchildren.]

Initial Allocation of Net Payment *(See Following Page for All Available Investment Options)*

Initial Payment	[\$100,000.00]		
[DCA Account Options:]		[Initial Interest Rate]	[Initial Guarantee Period Expires]
[6 Month DCA Account]	[25.00%]	[1.00%]	[11/01/2011]
Variable Investment Options:			
[Lifestyle Balanced PS]	[75.00%]		
Total	100.00%		

Available Investment Options

Variable Account: [John Hancock Life Insurance Company (U.S.A.) Separate Account H]

Variable Investment Options:

[Lifestyle Balanced]
[Lifestyle Balanced PS]
[Lifestyle Conservative]
[Lifestyle Conservative PS]
[Lifestyle Growth]
[Lifestyle Growth PS]
[Lifestyle Moderate]
[Lifestyle Moderate PS]
[Ultra Short Term Bond]

[Dollar Cost Averaging (DCA) Account Investment Options:]

[6 Month DCA Account]
[12 Month DCA Account]

Optional Riders

[Enhanced Death Benefit Rider: Marketing Name]

- [Rider Date:] [05/01/2011]
- [Rider Fee Percentage:] [0.30%]
- [Total asset Fee Percentage (Contract Asset Fee + Rider Fee):] [2.00%]

[Guaranteed Minimum Withdrawal Benefit Rider: Marketing Name]

- [Rider Date:] [05/01/2011]
- [Maximum Rider Fee Percentage:] [1.50%]

Annuity Benefits

Maturity Date: [10/25/2051]

Annuity Option: Life 10-Year Certain

Annuity Payments — General Information

The rates for Annuity Payments are determined based on:

- Mortality Table: Annuity 2000 Table projected at Scale G, 100% female blend
- Fixed Annuity Payment Interest Rate: 1.00% interest per year
- Variable Annuity Payment Assumed Interest Rate: 1.00%

The amount of each Annuity Payment will depend upon the age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return which is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is [2.73%].

Beneficiary Information

[Jane Doe]

[Disclosures]

[This plan is intended to qualify under the Internal Revenue Code for tax-favored status. Language contained in this Contract referring to Federal tax status or rules is informational and instructional and this language is not subject to approval or disapproval by the state Issue State. Please seek the advice of your own tax advisor regarding your individual tax treatment.]

Specifications Page

Type of Contract:	[Qualified]	Contract Date:	[05/01/2011]
Contract Number:	[000000005]	Issue State:	[YS]
Owner:	[John X. Doe]	Owner's Age & Sex:	[55] [Male]
Annuitant:	[John X. Doe]	Annuitant's Age & Sex:	[55] [Male]
[Co-Owner:]	[]	[Co-Owner's Age & Sex:]	[] []
[Co-Annuitant:]	[]	[Co-Annuitant's Age & Sex:]	[] []

Plan [VENTURE Frontier]

[The purpose of the guaranteed minimum withdrawal benefit provided under this annuity contract is to provide security through a stream of income payments to the Owner. The guaranteed minimum withdrawal benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum withdrawal benefit rider.]

The purpose of the guaranteed minimum death benefit provided under this annuity contract or any death benefit rider attached to this Contract is to provide security through a death benefit payment to the Beneficiary. The guaranteed minimum death benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum death benefit rider or the Change of Owner, Annuitant, Beneficiary provision of this Contract.

Fees and Charges

Contract Asset Fee	[1.25% years 1-7] [1.15% years 8 +]	
Annual Contract Fee	[Owner Elects Electronic Delivery of <u>Financial Transaction Confirmations</u> [\$0]	[Electronic-Delivery of Financial Transaction Confirmations is <u>Not Elected by Owner</u> [\$50]

Payment Limits

Payment Limits

- Minimum Additional Payment Amount: [\$30]
- Maximum Amount: [\$1,000,000]

Limits—Transfers and Amount of Partial Withdrawals

Transfer Charges and Limitations— Before Annuity Commencement Date	<ul style="list-style-type: none"> • Minimum Transfer Amount: \$300 • Minimum Investment Account Value: \$100 • Minimum Number of Transfers Per Contract Year: one per month and no more than six within the Contract Year • Transfer Charge: the lesser of \$25 or 2% of the amount of each transfer in excess of 12 per Contract Year
Transfer Limitations – On or After Annuity Commencement Date	<ul style="list-style-type: none"> • Minimum Number of Transfers Per Contract Year: 4
Limitations on Amount of Partial Withdrawals	<ul style="list-style-type: none"> • Minimum Amount of Partial Withdrawal: [\$300] • Minimum Investment Account Balance: [\$100] • Minimum Remaining Contract Value: [\$300]

Withdrawals Charges

Table of Withdrawal Charges	Number of Complete Years Payment has been in Contract	Withdrawal Charge Percentage
	[0]	[8%]
	[1]	[7%]
	[2]	[6%]
	[3]	[5%]
	[4]	[4%]
	[5]	[3%]
	[6]	[2%]
	[7+]	[0%]

[Withdrawal Charges will be waived for any contract issued to an employee of the Company, a registered representative or an employee of a broker/dealer that has a selling agreement with the Company or such person's spouse, parents, stepparents, in-laws, siblings, children and stepchildren.]

Initial Allocation of Net Payment *(See Following Page for All Available Investment Options)*

Initial Payment	[\$100,000.00]		
[DCA Account Options:]	[Initial Interest Rate]	[Initial Guarantee Period Expires]	
[6 Month DCA Account]	[25.00%]	[1.00%]	[11/01/2011]
Variable Investment Options:			
[Lifestyle Balanced PS]	[75.00%]		
Total	100.00%		

Available Investment Options

Variable Account: [John Hancock Life Insurance Company (U.S.A.) Separate Account H]

Variable Investment Options:

[Lifestyle Balanced]
[Lifestyle Balanced PS]
[Lifestyle Conservative]
[Lifestyle Conservative PS]
[Lifestyle Growth]
[Lifestyle Growth PS]
[Lifestyle Moderate]
[Lifestyle Moderate PS]
[Ultra Short Term Bond]

[Dollar Cost Averaging (DCA) Account Investment Options:]

[6 Month DCA Account]
[12 Month DCA Account]

Optional Riders

[Enhanced Death Benefit Rider: Marketing Name]

- [Rider Date:] [05/01/2011]
- [Rider Fee Percentage:] [0.30%]
- [Total asset Fee Percentage (Contract Asset Fee + Rider Fee):] [1.55% years 1-7]
[1.45% years 8+]

[Guaranteed Minimum Withdrawal Benefit Rider: Marketing Name]

- [Rider Date:] [05/01/2011]
- [Maximum Rider Fee Percentage:] [1.50%]

Annuity Benefits

Maturity Date: [10/25/2051]

Annuity Option: Life 10-Year Certain

Annuity Payments — General Information

The rates for Annuity Payments are determined based on:

- Mortality Table: Annuity 2000 Table projected at Scale G, 100% female blend
- Fixed Annuity Payment Interest Rate: 1.00% interest per year
- Variable Annuity Payment Assumed Interest Rate: 1.00%

The amount of each Annuity Payment will depend upon the age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return which is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is [2.27%].

Beneficiary Information

[Jane Doe]

[Disclosures]

[This plan is intended to qualify under the Internal Revenue Code for tax-favored status. Language contained in this Contract referring to Federal tax status or rules is informational and instructional and this language is not subject to approval or disapproval by the Issue State. Please seek the advice of your own tax advisor regarding your individual tax treatment.]

Specifications Page

Type of Contract:	[Qualified]	Contract Date:	[05/01/2011]
Contract Number:	[000000005]	Issue State:	[YS]
Owner:	[John X. Doe]	Owner's Age & Sex:	[55] [Male]
Annuitant:	[John X. Doe]	Annuitant's Age & Sex:	[55] [Male]
[Co-Owner:]	[]	[Co-Owner's Age & Sex:]	[] []
[Co-Annuitant:]	[]	[Co-Annuitant's Age & Sex:]	[] []

Plan [VENTURE Frontier with Flex Access Option]

[The purpose of the guaranteed minimum withdrawal benefit provided under this annuity contract is to provide security through a stream of income payments to the Owner. The guaranteed minimum withdrawal benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum withdrawal benefit rider.]

The purpose of the guaranteed minimum death benefit provided under this annuity contract or any death benefit rider attached to this Contract is to provide security through a death benefit payment to the Beneficiary. The guaranteed minimum death benefit will terminate upon assignment or a change of ownership of the Contract unless the new assignee or owner meets the qualifications specified in the Termination provision of the guaranteed minimum death benefit rider or the Change of Owner, Annuitant, Beneficiary provision of this Contract.

Fees and Charges

Contract Asset Fee	[1.75% years 1-4] [1.25% years 5-7] [1.15% years 8 +]	
Annual Contract Fee	[Owner Elects Electronic Delivery of Financial Transaction Confirmations] [\$0]	[Electronic-Delivery of Financial Transaction Confirmations is Not Elected by Owner] [\$50]

Payment Limits

Payment Limits

- Minimum Additional Payment Amount: [\$30]
- Maximum Amount: [\$1,000,000]
- Flex Access Option: No additional Payment will be accepted without our prior approval on or after the [first] Contract Anniversary

Limits—Transfers and Amount of Partial Withdrawals

- | | |
|---|---|
| Transfer Charges and Limitations—
Before Annuity Commencement
Date | <ul style="list-style-type: none"> • Minimum Transfer Amount: \$300 • Minimum Investment Account Value: \$100 • Minimum Number of Transfers Per Contract Year: one per month and no more than six within the Contract Year • Transfer Charge: the lesser of \$25 or 2% of the amount of each transfer in excess of 12 per Contract Year |
| Transfer Limitations – On or After
Annuity Commencement Date | <ul style="list-style-type: none"> • Minimum Number of Transfers Per Contract Year: 4 |
| Limitations on Amount of
Partial Withdrawals | <ul style="list-style-type: none"> • Minimum Amount of Partial Withdrawal: [\$300] • Minimum Investment Account Balance: [\$100] • Minimum Remaining Contract Value: [\$300] |

Withdrawals Charges

Table of Withdrawal Charges	<u>Number of Complete Years Payment has been in Contract</u>	<u>Withdrawal Charge Percentage</u>
	[0]	[8%]
	[1]	[7%]
	[2]	[6%]
	[3]	[5%]
	[4+]	[0%]

[Withdrawal Charges will be waived for any contract issued to an employee of the Company, a registered representative or an employee of a broker/dealer that has a selling agreement with the Company or such person's spouse, parents, stepparents, in-laws, siblings, children and stepchildren.]

Initial Allocation of Net Payment *(See Following Page for All Available Investment Options)*

Initial Payment	[\$100,000.00]		
[DCA Account Options:]		[Initial Interest Rate]	[Initial Guarantee Period Expires]
[6 Month DCA Account]	[25.00%]	[1.00%]	[11/01/2011]
Variable Investment Options:			
[Lifestyle Balanced PS]	[75.00%]		
Total	100.00%		

Available Investment Options

Variable Account: [John Hancock Life Insurance Company (U.S.A.) Separate Account H]

Variable Investment Options:

[Lifestyle Balanced]
[Lifestyle Balanced PS]
[Lifestyle Conservative]
[Lifestyle Conservative PS]
[Lifestyle Growth]
[Lifestyle Growth PS]
[Lifestyle Moderate]
[Lifestyle Moderate PS]
[Ultra Short Term Bond]

[Dollar Cost Averaging (DCA) Account Investment Options:]

[6 Month DCA Account]
[12 Month DCA Account]

Optional Riders

[Enhanced Death Benefit Rider: Marketing Name]

- [Rider Date:] [05/01/2011]
- [Rider Fee Percentage:] [0.30%]
- [Total asset Fee Percentage
(Contract Asset Fee + Rider Fee):] [2.05% years 1-4]
[1.55% years 5-7]
[1.45% years 8+]

[Guaranteed Minimum Withdrawal Benefit Rider: Marketing Name]

- [Rider Date:] [05/01/2011]
- [Maximum Rider Fee Percentage:] [1.50%]

Annuity Benefits

Maturity Date: [10/25/2051]

Annuity Option: Life 10-Year Certain

Annuity Payments — General Information

The rates for Annuity Payments are determined based on:

- Mortality Table: Annuity 2000 Table projected at Scale G, 100% female blend
- Fixed Annuity Payment Interest Rate: 1.00% interest per year
- Variable Annuity Payment Assumed Interest Rate: 1.00%

The amount of each Annuity Payment will depend upon the age of the Annuitant, the Co-Annuitant, if any, or other payee.

For variable annuity payments, the smallest annual rate of investment return which is required to be earned on the assets of the Separate Account so that the dollar amount of such payments will not decrease is [2.78%].

Beneficiary Information

[Jane Doe]

[Disclosures]

[This plan is intended to qualify under the Internal Revenue Code for tax-favored status. Language contained in this Contract referring to Federal tax status or rules is informational and instructional and this language is not subject to approval or disapproval by the Issue State. Please seek the advice of your own tax advisor regarding your individual tax treatment.]



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

P.O. Box 9505, Portsmouth, NH 03802-9505
Overnight mail 164 Corporate Drive, Portsmouth, NH 03801-6815
800-344-1029 www.jhannuities.com
Home office: Bloomfield Hills, MI

Venture 7 Series

Variable Annuity Application (Revised on 05/11)

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

1 Account Registration and Funding (complete A or B)

A. Nonqualified (minimum \$5,000)

Registration: Individual Trust Corporation Other

B. Qualified (minimum \$2,000)

Registration: Traditional IRA (Tax year 2011) Roth IRA (Tax year) SEP IRA SIMPLE IRA
Inherited/Beneficiary IRA (Optional death benefits and living benefit riders not permitted.) Individual 401(k) Other

Funding: Direct Payment \$ 100,000 Check (Payable to John Hancock Life Insurance Company (U.S.A.))
Wire (Please see sales kit or jhannuities.com for wire instructions)
Transfer/Exchange* \$ Direct Transfer Rollover 1035 Mutual Fund
*Original transfer/exchange paperwork must accompany application. See forms booklet.

2 Owner (oldest)

John X. Doe Male Female Trust/Entity
Name (First, Middle, Last or Name of Trust/Entity)
03/13/1956 111-XX-1111 JXD@home.com
Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number Email
1 Main St. Anytown, MA 02210
Mailing Address City, State, Zip
Residential Address (Required if different from mailing or address is PO Box) Client Brokerage Account Number

Co-owner

Name (First, Middle, Last or Name of Trust/Entity) Male Female
Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number Email
Mailing Address City, State, Zip
Residential Address (Required if different from mailing or address is PO Box)

3 Annuitant (if different from owner)

Name (First, Middle, Last or Name of Trust/Entity) Male Female
Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number Email
Mailing Address City, State, Zip
Residential Address (Required if different from mailing or address is PO Box)

Co-annuitant (if different from co-owner)

Name (First, Middle, Last or Name of Trust/Entity) Male Female
Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number Email
Mailing Address City, State, Zip
Residential Address (Required if different from mailing or address is PO Box)

Venture[®] 7 Series Application

4 Beneficiaries

If a co-owner was selected in Section 2, the surviving owner will be the primary beneficiary. Contingent beneficiaries receive proceeds only if all primary beneficiaries pre-decease the owner. If you wish to restrict the death payment options for any of the beneficiaries listed below, please complete the Restricted Beneficiary Payout form located in our forms booklet or on www.jhannuities.com.

The primary beneficiaries and contingent beneficiaries must **EACH** equal 100% of proceeds. Please use whole percentages only.

	Name	Social Security/ Tax ID Number	% of Proceeds	Date of Birth (mm/dd/yyyy)	Male Female or Trust/Entity	Relationship to Owner	State (where living)	Beneficiary Role
1	First Jane	222-XX-2222	100	11/10/57	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female <input type="checkbox"/> Trust/Entity	Spouse	MA	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last Doe							
2	First				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last							
3	First				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last							
4	First				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last							
5	First				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last							
6	First				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last							

Note: To name additional beneficiaries, please use the space in Special Instructions (Section 9).

5 Optional Riders and Benefits

OPTIONAL BENEFIT RIDERS
cannot be cancelled once elected.
Certain restrictions apply;
see prospectus for details.

- Living Benefit Riders**
Please choose **ONLY ONE** rider:
 - Income Plus For Life**
 - Income Plus For Life–Joint Life***
- Death Benefit Rider**
 - Annual Step-Up Death Benefit**

*For nonqualified registrations (Section 1A), the spouse must be either the co-owner (Section 2) or sole primary beneficiary (Section 4). For qualified registrations (Section 1B), the spouse must be the sole primary beneficiary (Section 4).

[Venture® 7 Series] Application

6 A. Initial Investment Options

[Investment Options if NO Living Benefit is Elected]		[Investment Options if Living Benefit is Elected]
[Lifestyle Balanced ^{1,2}	75 %	Lifestyle Balanced PS ^{1,2}
Lifestyle Conservative ^{1,2}	_____ %	Lifestyle Conservative PS ^{1,2}
Lifestyle Growth ^{1,2}	_____ %	Lifestyle Growth PS ^{1,2}
Lifestyle Moderate ^{1,2}	_____ %	Lifestyle Moderate PS ^{1,2}
Ultra Short Term Bond ²]	_____ %	Ultra Short Term Bond ²]
100 % Total Initial Investment Options (must equal 100%)		

¹John Hancock Asset Management
²John Hancock Asset Management (North America)]

[25 % 6 Month DCA Fund	_____ % 12 Month DCA Fund]
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B. Dollar Cost Averaging Instructions

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

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

If the transfer day is a weekend, holiday or the 29th – 31st, then the transfer will occur on the next business day.
 * If funds are received after the requested start date, transfers will begin on the requested day of the following month.

Source Fund (Selected in 6A) 6 Month DCA Fund OR 12 Month DCA Fund OR Variable Portfolio _____

Monthly transfer amount \$ _____

Destination Fund(s) and % to allocate

[100 % Lifestyle Moderate PS		_____ %
_____ %		_____ %
_____ %		_____ %
_____ %		_____ %
_____ %		_____ %
_____ %		_____ %

] _____ %

100 % Total DCA Options (must equal 100%)

[Venture® 7 Series] Application

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

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

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

- A. I/We wish to immediately invest in the variable investment options elected in Section 6. If my/our contract is canceled within 30 days, the contract value will be returned to me/us.
- B. I/We authorize the company to allocate my payment to the Money Market portfolio for a period of 35 calendar days. On the 35th day (or next business day) transfer my contract value to the investment selection(s) elected in Section 6. If I cancel my/our contract within 30 days, any payments will be returned.

8 Additional State Disclosures

For Applicants in all states except [AZ, DC, DE]

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

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

[NOTICE: State insurance laws may prohibit the owner of an annuity from entering into any agreement to sell, transfer or assign an annuity contract prior to the date the contract was issued, or within a period of time specified by state law after the date the contract was issued. You should consult with legal advisors if you have any questions about these matters.]

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

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

For SD Applicants: All statements are representations and not warranties.]

9 Acknowledgments/Signatures (continued)

• **I/We acknowledge receipt of the current prospectus under one of the following formats:**

A. On compact disc (the "CD Prospectus"). I/We acknowledge that:

- (i) I/we have access to a personal computer or similar device;
- (ii) I/we have the ability to read the CD Prospectus using that technology; and
- (iii) I/we understand that there may be costs associated with using and maintaining that technology and I/we am/are willing to incur any such costs.

I/We understand that a copy of the CD Prospectus may be retained indefinitely by printing it or saving a copy to a computer or similar device. I/we understand that this acknowledgement relates to my/our receipt of the CD Prospectus and that a printed paper copy of the Prospectus for this variable annuity will be sent to me/us with my/our Contract. I/we understand that Prospectus supplements, other amended/updated Prospectuses and other documents related to this variable annuity will be sent to me/us in printed paper format in the future, including the Prospectus that will be delivered with my/our Contract, unless I/we otherwise elect to receive such documents in electronic format. I/We understand that we also may request a current Prospectus for this variable annuity in printed paper format at any time, without charge, by calling 800-344-1029.

B. In printed paper format.

- I/We confirm a review of my/our investment objectives, tax, liquidity, and financial statuses was offered to me/us.
- I/We have read the applicable fraud statement contained in the State Disclosures Section.
- To the best of my knowledge and belief, the statements in this application are true and complete.
- I/We am/are either a citizen or resident alien of the United States of America.
- I/We understand that unless I/we elect otherwise, the Maturity Date will be the later of the first of the month following the Annuitant's 95th birthday, or 10 years from the Contract Date (IRAs and certain qualified retirement plans may require distributions to begin by age 70½).
Alternate Maturity Date _____.
- **I/We understand that annuity payments and other values provided by the contract applied for, when based on the investment experience of the variable investment options are variable and are not guaranteed as to fixed dollar amount.**

SIGN HERE	Owner:			
		Signature	City, State (signed in)	Date
SIGN HERE	Co-owner:			
		Signature	City, State (signed in)	Date
SIGN HERE	Annuitant: (If different from owner)			
		Signature	City, State (signed in)	Date
SIGN HERE	Co-annuitant: (If different from co-owner)			
		Signature	City, State (signed in)	Date

10 Financial Advisor Information

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

- YES NO Does the annuitant or owner have existing individual life insurance policies or annuity contracts?
 YES NO Will this contract replace or change any existing life insurance or annuity in this or any other company?

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

C. Financial Advisor (Primary)

SIGN HERE	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%; border-bottom: 1px solid black;">100</td> <td style="width: 5%; border-bottom: 1px solid black;">%</td> <td style="width: 40%; border-bottom: 1px solid black;">Fred Q. Agent</td> <td style="width: 20%; border-bottom: 1px solid black;">617-XXX-0000</td> <td style="width: 20%; border-bottom: 1px solid black;">7891</td> </tr> <tr> <td style="font-size: small;">Percentage</td> <td></td> <td style="font-size: small;">Printed Name</td> <td style="font-size: small;">Telephone Number</td> <td style="font-size: small;">State License ID</td> </tr> <tr> <td style="border-bottom: 1px solid black;">ABC Financial Advisor</td> <td></td> <td style="border-bottom: 1px solid black;">4321</td> <td style="border-bottom: 1px solid black;">fqagent@ABCFin.com</td> <td></td> </tr> <tr> <td style="font-size: small;">Broker/Dealer Firm</td> <td></td> <td style="font-size: small;">Broker/Dealer Rep Number</td> <td style="font-size: small;">Email Address</td> <td></td> </tr> <tr> <td colspan="5" style="border-bottom: 1px solid black; height: 20px;"></td> </tr> <tr> <td colspan="5" style="font-size: small;">Signature</td> </tr> </table>	100	%	Fred Q. Agent	617-XXX-0000	7891	Percentage		Printed Name	Telephone Number	State License ID	ABC Financial Advisor		4321	fqagent@ABCFin.com		Broker/Dealer Firm		Broker/Dealer Rep Number	Email Address							Signature				
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ABC Financial Advisor		4321	fqagent@ABCFin.com																												
Broker/Dealer Firm		Broker/Dealer Rep Number	Email Address																												
Signature																															

D. Financial Advisor (Secondary)

SIGN HERE	<table border="0" style="width: 100%;"> <tr> <td style="width: 15%; border-bottom: 1px solid black;"></td> <td style="width: 5%; border-bottom: 1px solid black;">%</td> <td style="width: 40%; border-bottom: 1px solid black;"></td> <td style="width: 20%; border-bottom: 1px solid black;"></td> <td style="width: 20%; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="font-size: small;">Percentage</td> <td></td> <td style="font-size: small;">Printed Name</td> <td style="font-size: small;">Telephone Number</td> <td style="font-size: small;">State License ID</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td></td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="font-size: small;">Broker/Dealer Firm</td> <td></td> <td style="font-size: small;">Broker/Dealer Rep Number</td> <td style="font-size: small;">Email Address</td> <td></td> </tr> <tr> <td colspan="5" style="border-bottom: 1px solid black; height: 20px;"></td> </tr> <tr> <td colspan="5" style="font-size: small;">Signature</td> </tr> </table>		%				Percentage		Printed Name	Telephone Number	State License ID						Broker/Dealer Firm		Broker/Dealer Rep Number	Email Address							Signature				
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Signature																															



JOHN HANCOCK ANNUITIES

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

P.O. Box 9505, Portsmouth, NH 03802-9505
Overnight mail 164 Corporate Drive, Portsmouth, NH 03801-6815
800-344-1029 www.jhannuities.com
Home office: Bloomfield Hills, MI

Venture® 4 Series

Variable Annuity Application (Revised on 05/11)

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

1 Account Registration and Funding (complete A or B)

A. Nonqualified (minimum \$10,000)

Registration: Individual Trust Corporation Other _____

B. Qualified (minimum \$10,000)

Registration: Traditional IRA (Tax year 2011) Roth IRA (Tax year _____) SEP IRA SIMPLE IRA
 Inherited/Beneficiary IRA (Optional death benefits and living benefit riders not permitted.) Individual 401(k) Other _____

Funding: **Direct Payment \$** 100,000 Check (Payable to John Hancock Life Insurance Company (U.S.A.))
(Payment must accompany application if selected) Wire (Please see sales kit or jhannuities.com for wire instructions)
Transfer/Exchange* \$ _____ Direct Transfer Rollover 1035 Mutual Fund
*Original transfer/exchange paperwork must accompany application. See forms booklet.

2 Owner (oldest)

Name (First, Middle, Last or Name of Trust/Entity) John X. Doe Male Female Trust/Entity
Date of Birth (mm/dd/yyyy) 03/13/1956 Social Security/Tax Identification Number 111-XX-1111 Email JXD@home.com
Mailing Address 1 Main St. City, State, Zip Anytown, MA 02210
Residential Address (Required if different from mailing or address is PO Box) Client Brokerage Account Number

Co-owner

Name (First, Middle, Last or Name of Trust/Entity) _____ Male Female
Date of Birth (mm/dd/yyyy) _____ Social Security/Tax Identification Number _____ Email _____
Mailing Address _____ City, State, Zip _____
Residential Address (Required if different from mailing or address is PO Box) _____

3 Annuitant (if different from owner)

Name (First, Middle, Last or Name of Trust/Entity) _____ Male Female
Date of Birth (mm/dd/yyyy) _____ Social Security/Tax Identification Number _____ Email _____
Mailing Address _____ City, State, Zip _____
Residential Address (Required if different from mailing or address is PO Box) _____

Co-annuitant (if different from co-owner)

Name (First, Middle, Last or Name of Trust/Entity) _____ Male Female
Date of Birth (mm/dd/yyyy) _____ Social Security/Tax Identification Number _____ Email _____
Mailing Address _____ City, State, Zip _____
Residential Address (Required if different from mailing or address is PO Box) _____

Venture® 4 Series Application

4 Beneficiaries

If a co-owner was selected in Section 2, the surviving owner will be the primary beneficiary. Contingent beneficiaries receive proceeds only if all primary beneficiaries pre-decease the owner. If you wish to restrict the death payment options for any of the beneficiaries listed below, please complete the Restricted Beneficiary Payout form located in our forms booklet or on www.jhannuities.com.

The primary beneficiaries and contingent beneficiaries must EACH equal 100% of proceeds. Please use whole percentages only.

	Name	Social Security/ Tax ID Number	% of Proceeds	Date of Birth (mm/dd/yyyy)	Male Female or Trust/Entity	Relationship to Owner	State (where living)	Beneficiary Role
1	First Jane Last Doe	222-XX-2222	100	11/10/ 1957	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female <input type="checkbox"/> Trust/Entity	Spouse	MA	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent
2	First Last				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
3	First Last				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
4	First Last				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
5	First Last				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
6	First Last				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent

Note: To name additional beneficiaries, please use the space in Special Instructions (Section 9).

5 Optional Riders and Benefits

OPTIONAL BENEFIT RIDERS cannot be cancelled once elected. Certain restrictions apply; see prospectus for details.

Living Benefit Riders

Please choose ONLY ONE rider:

- Income Plus For Life
- Income Plus For Life–Joint Life*

Death Benefit Rider

- Annual Step-Up Death Benefit

*For nonqualified registrations (Section 1A), the spouse must be either the co-owner (Section 2) or sole primary beneficiary (Section 4). For qualified registrations (Section 1B), the spouse must be the sole primary beneficiary (Section 4).

[Venture® 4 Series] Application

6 A. Initial Investment Options

Investment Options if NO Living Benefit is Elected		Investment Options if Living Benefit is Elected
Lifestyle Balanced ^{1,2}	75 %	Lifestyle Balanced PS ^{1,2}
Lifestyle Conservative ^{1,2}	_____ %	Lifestyle Conservative PS ^{1,2}
Lifestyle Growth ^{1,2}	_____ %	Lifestyle Growth PS ^{1,2}
Lifestyle Moderate ^{1,2}	_____ %	Lifestyle Moderate PS ^{1,2}
Ultra Short Term Bond ²	_____ %	Ultra Short Term Bond ²
100 % Total Initial Investment Options (must equal 100%)		

¹John Hancock Asset Management
²John Hancock Asset Management (North America)

25 % 6 Month DCA Fund	_____ % 12 Month DCA Fund
-----------------------	---------------------------

B. Dollar Cost Averaging Instructions

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

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

If the transfer day is a weekend, holiday or the 29th – 31st, then the transfer will occur on the next business day.
 *If funds are received after the requested start date, transfers will begin on the requested day of the following month.

Source Fund (Selected in 6A) 6 Month DCA Fund OR 12 Month DCA Fund OR Variable Portfolio _____

Monthly transfer amount \$ _____

Destination Fund(s) and % to allocate

100 % Lifestyle Moderate PS	_____ % _____
_____ % _____	_____ % _____
_____ % _____	_____ % _____
_____ % _____	_____ % _____
_____ % _____	_____ % _____
_____ % _____	_____ % _____

100 % Total DCA Options (must equal 100%)

Venture® 4 Series Application

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

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

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

- A. I/We wish to immediately invest in the variable investment options elected in Section 6. If my/our contract is canceled within 30 days, the contract value will be returned to me/us.
- B. I/We authorize the company to allocate my payment to the Money Market portfolio for a period of 35 calendar days. On the 35th day (or next business day) transfer my contract value to the investment selection(s) elected in Section 6. If I cancel my/our contract within 30 days, any payments will be returned.

8 Additional State Disclosures

For Applicants in all states except AZ, DC, DE:

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

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

NOTICE: State insurance laws may prohibit the owner of an annuity from entering into any agreement to sell, transfer or assign an annuity contract prior to the date the contract was issued, or within a period of time specified by state law after the date the contract was issued. You should consult with legal advisors if you have any questions about these matters.

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

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

For SD Applicants: All statements are representations and not warranties.

9 Acknowledgments/Signatures (continued)

I/We acknowledge receipt of the current prospectus under one of the following formats:

- A.** On compact disc (the "CD Prospectus"). I/We acknowledge that:
- (i) I/we have access to a personal computer or similar device;
 - (ii) I/we have the ability to read the CD Prospectus using that technology; and
 - (iii) I/we understand that there may be costs associated with using and maintaining that technology and I/we am/are willing to incur any such costs.

I/We understand that a copy of the CD Prospectus may be retained indefinitely by printing it or saving a copy to a computer or similar device. I/we understand that this acknowledgement relates to my/our receipt of the CD Prospectus and that a printed paper copy of the Prospectus for this variable annuity will be sent to me/us with my/our Contract. I/we understand that Prospectus supplements, other amended/updated Prospectuses and other documents related to this variable annuity will be sent to me/us in printed paper format in the future, including the Prospectus that will be delivered with my/our Contract, unless I/we otherwise elect to receive such documents in electronic format. I/We understand that we also may request a current Prospectus for this variable annuity in printed paper format at any time, without charge, by calling 800-344-1029.

B. In printed paper format.

- I/We confirm a review of my/our investment objectives, tax, liquidity, and financial statuses was offered to me/us.
- I/We have read the applicable fraud statement contained in the State Disclosures Section.
- To the best of my knowledge and belief, the statements in this application are true and complete.
- I/We am/are either a citizen or resident alien of the United States of America.
- I/We understand that unless I/we elect otherwise, the Maturity Date will be the later of the first of the month following the Annuitant's 95th birthday, or 10 years from the Contract Date (IRAs and certain qualified retirement plans may require distributions to begin by age 70½).
Alternate Maturity Date _____.
- **I/We understand that annuity payments and other values provided by the contract applied for, when based on the investment experience of the variable investment options are variable and are not guaranteed as to fixed dollar amount.**

SIGN HERE	Owner:	Signature	City, State (signed in)	Date
SIGN HERE	Co-owner:	Signature	City, State (signed in)	Date
SIGN HERE	Annuitant: (If different from owner)	Signature	City, State (signed in)	Date
SIGN HERE	Co-annuitant: (If different from co-owner)	Signature	City, State (signed in)	Date

10 Financial Advisor Information

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

- YES NO Does the annuitant or owner have existing individual life insurance policies or annuity contracts?
 YES NO Will this contract replace or change any existing life insurance or annuity in this or any other company?

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

C. Financial Advisor (Primary)

SIGN HERE	100 %	Fred Q. Agent	617-XXX-0000	7891
	Percentage	Printed Name	Telephone Number	State License ID
	ABC Financial Advisor	4321	fqagent@ABCFin.com	
	Broker/Dealer Firm	Broker/Dealer Rep Number	Email Address	
	Signature			

D. Financial Advisor (Secondary)

SIGN HERE	%	Printed Name	Telephone Number	State License ID
	Percentage	Printed Name	Telephone Number	State License ID
	Broker/Dealer Firm	Broker/Dealer Rep Number	Email Address	
	Signature			



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

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

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

800-344-1029 www.jhannuities.com

Home office: Bloomfield Hills, MI

Venture® Frontier

Variable Annuity Application (Revised on 05/11)

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

1 Product Election

Venture Frontier Venture Frontier with Flex Access

2 Contract Type and Funding (complete A & B)

A. Contract Type Nonqualified Traditional IRA Roth IRA SEP IRA SIMPLE IRA
 Individual 401(k) Inherited/Beneficiary IRA (Optional death benefits and living benefit riders not permitted.) Other _____

B. Funding Check Enclosed \$ 100,000 (Payable to John Hancock Life Insurance Company (U.S.A.))
Minimum \$25,000 Wire from Bank* \$ _____

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

*Please see Forms Booklet or jhannuities.com for instructions

3 Owner (oldest)

John x. Doe Male Female Trust/Entity
Name (First, Middle, Last or Name of Trust/Entity)
03/13/1956 111-XX-1111 jxd@home.com
Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number Email
1 Main St. Anytown, MA 02210
Mailing Address City, State, Zip
123
Residential Address (Required if different from mailing or address is PO Box) Client Brokerage Account Number

Co-owner

Name (First, Middle, Last or Name of Trust/Entity) Male Female
Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number Email
Mailing Address City, State, Zip
Residential Address (Required if different from mailing or address is PO Box)

4 Annuitant (if different from owner)

Name (First, Middle, Last or Name of Trust/Entity) Male Female
Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number Email
Mailing Address City, State, Zip
Residential Address (Required if different from mailing or address is PO Box)

Co-annuitant (if different from co-owner)

Name (First, Middle, Last or Name of Trust/Entity) Male Female
Date of Birth (mm/dd/yyyy) Social Security/Tax Identification Number Email
Mailing Address City, State, Zip
Residential Address (Required if different from mailing or address is PO Box)

5 Beneficiaries

If a co-owner was selected in Section 3, the surviving owner will be the primary beneficiary. Contingent beneficiaries receive proceeds only if all primary beneficiaries pre-decease the owner. If you wish to restrict the death payment options for any of the beneficiaries listed below, please complete the Restricted Beneficiary Payout form located in our forms booklet or on www.jhannuities.com.

The primary beneficiaries and contingent beneficiaries must **EACH** equal 100% of proceeds. Please use whole percentages only.

	Name	Social Security/ Tax ID Number	% of Proceeds	Date of Birth (mm/dd/yyyy)	Male Female or Trust/Entity	Relationship to Owner	State (where living)	Beneficiary Role
1	First Jane	222-XX-2222	100	11/10/ 1957	<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female <input type="checkbox"/> Trust/Entity	Spouse	MA	<input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last Doe							
2	First				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last							
3	First				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last							
4	First				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last							
5	First				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last							
6	First				<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Trust/Entity			<input type="checkbox"/> Primary <input type="checkbox"/> Contingent
	Last							

Note: To name additional beneficiaries, please use the space in Special Instructions (Section 10).

6 Optional Riders and Benefits

**OPTIONAL
BENEFIT RIDERS**
cannot be cancelled once elected.
Certain restrictions apply;
see prospectus for details.

- Living Benefit Riders**
Please choose **ONLY ONE** rider:
 - Income Plus For Life
 - Income Plus For Life–Joint Life*
- Death Benefit Rider**
 - Annual Step-Up Death Benefit

*For nonqualified registrations (Section 2A), the spouse must be either the co-owner (Section 3) or sole primary beneficiary (Section 5). For qualified registrations (Section 2A), the spouse must be the sole primary beneficiary (Section 5).

7 A. Initial Investment Options

Investment Options if NO Living Benefit is Elected		Investment Options if Living Benefit is Elected
Lifestyle Balanced ^{1,2}	75 %	Lifestyle Balanced PS ^{1,2}
Lifestyle Conservative ^{1,2}	_____ %	Lifestyle Conservative PS ^{1,2}
Lifestyle Growth ^{1,2}	_____ %	Lifestyle Growth PS ^{1,2}
Lifestyle Moderate ^{1,2}	_____ %	Lifestyle Moderate PS ^{1,2}
Ultra Short Term Bond ²]	_____ %	Ultra Short Term Bond ²]
100 % Total Initial Investment Options (must equal 100%)		

¹John Hancock Asset Management

²John Hancock Asset Management (North America)]

[25 % 6 Month DCA Fund	_____ % 12 Month DCA Fund]
-------------------------	-----------------------------

B. Dollar Cost Averaging Instructions

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

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

If the transfer day is a weekend, holiday or the 29th – 31st, then the transfer will occur on the next business day.
* If funds are received after the requested start date, transfers will begin on the requested day of the following month.

Source Fund [6 Month DCA Fund OR 12 Month DCA Fund OR]
(Selected in 7A) Variable Portfolio _____

Monthly transfer amount \$ _____

Destination Fund(s) and % to allocate

100 % Lifestyle Moderate PS	_____ %
_____ %	_____ %
_____ %	_____ %
_____ %	_____ %
_____ %	_____ %
_____ %	_____ %

100 % Total DCA Options (must equal 100%)

8 [REQUIRED For California Owner(s)/Annuitant(s) Age 60 or Older

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

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

- A. I/We wish to immediately invest in the variable investment options elected in Section 7. If my/our contract is canceled within 30 days, the contract value will be returned to me/us.
- B. I/We authorize the company to allocate my payment to the Money Market portfolio for a period of 35 calendar days. On the 35th day (or next business day) transfer my contract value to the investment selection(s) elected in Section 7. If I cancel my/our contract within 30 days, any payments will be returned.

9 Additional State Disclosures

For Applicants in all states except [AZ, DC, DE]

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

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

[NOTICE: State insurance laws may prohibit the owner of an annuity from entering into any agreement to sell, transfer or assign an annuity contract prior to the date the contract was issued, or within a period of time specified by state law after the date the contract was issued. You should consult with legal advisors if you have any questions about these matters.]

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

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

For SD Applicants: All statements are representations and not warranties.

10 Acknowledgments/Signatures (continued)

I/We acknowledge receipt of the current prospectus under one of the following formats:

- A.** On compact disc (the "CD Prospectus"). I/We acknowledge that:
- (i) I/we have access to a personal computer or similar device;
 - (ii) I/we have the ability to read the CD Prospectus using that technology; and
 - (iii) I/we understand that there may be costs associated with using and maintaining that technology and I/we am/are willing to incur any such costs.

I/We understand that a copy of the CD Prospectus may be retained indefinitely by printing it or saving a copy to a computer or similar device. I/we understand that this acknowledgement relates to my/our receipt of the CD Prospectus and that a printed paper copy of the Prospectus for this variable annuity will be sent to me/us with my/our Contract. I/we understand that Prospectus supplements, other amended/updated Prospectuses and other documents related to this variable annuity will be sent to me/us in printed paper format in the future, including the Prospectus that will be delivered with my/our Contract, unless I/we otherwise elect to receive such documents in electronic format. I/We understand that we also may request a current Prospectus for this variable annuity in printed paper format at any time, without charge, by calling 800-344-1029.

B. In printed paper format.

- I/We confirm a review of my/our investment objectives, tax, liquidity, and financial statuses was offered to me/us.
- I/We have read the applicable fraud statement contained in the State Disclosures Section.
- To the best of my knowledge and belief, the statements in this application are true and complete.
- I/We am/are either a citizen or resident alien of the United States of America.
- I/We understand that unless I/we elect otherwise, the Maturity Date will be the later of the first of the month following the Annuitant's 95th birthday, or 10 years from the Contract Date (IRAs and certain qualified retirement plans may require distributions to begin by age 70½).
Alternate Maturity Date _____.
- **I/We understand that annuity payments and other values provided by the contract applied for, when based on the investment experience of the variable investment options are variable and are not guaranteed as to fixed dollar amount.**

SIGN HERE	Owner:	Signature	City, State (signed in)	Date
SIGN HERE	Co-owner:	Signature	City, State (signed in)	Date
SIGN HERE	Annuitant: (If different from owner)	Signature	City, State (signed in)	Date
SIGN HERE	Co-annuitant: (If different from co-owner)	Signature	City, State (signed in)	Date

11 Financial Advisor Information

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

- YES NO Does the annuitant or owner have existing individual life insurance policies or annuity contracts?
 YES NO Will this contract replace or change any existing life insurance or annuity in this or any other company?

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

C. Financial Advisor (Primary)

SIGN HERE	100 %	Fred Q. Agent	617-XXX-0000	9871
	Percentage	Printed Name	Telephone Number	State License ID
	ABC Financial Advisor	4321	fgagent@ABCFin.com	
	Broker/Dealer Firm	Broker/Dealer Rep Number	Email Address	
	Signature			

D. Financial Advisor (Secondary)

SIGN HERE	%	Printed Name	Telephone Number	State License ID
	Percentage	Printed Name	Telephone Number	State License ID
	Broker/Dealer Firm	Broker/Dealer Rep Number	Email Address	
	Signature			

ENHANCED DEATH BENEFIT RIDER

This Rider is effective on the Rider Date. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provisions below. It is a part of, and subject to, the other terms and conditions of the Contract.

Specifications

Rider Date:	[05/01/2011]
Death Benefit Rider Fee:	[0.30%]
Maximum Step Age:	[75]

Definitions

Annual Step Death Benefit	<p>The Annual Step Death Benefit is the greatest Anniversary Value for any Contract Anniversary on or after the Rider Date and prior to the Owner's death, up to and including the Contract Anniversary on or next following the date the oldest Owner attains the Maximum Step Age. The Anniversary Value is equal to the Contract Value on a Contract Anniversary, increased by all Payments made, less any amount deducted in connection with partial withdrawals, since that Contract Anniversary.</p> <p>For purposes of calculating the Annual Step Death Benefit, the amount deducted in connection with partial withdrawals will be equal to (i) times (ii), where (i) is equal to the Annual Step Death Benefit prior to the withdrawal, and (ii) is equal to the partial withdrawal amount divided by the Contract Value prior to the partial withdrawal.</p>
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Death Benefit

On the death of any Owner prior to the Maturity Date or Annuity Commencement Date, if earlier, a Death Benefit will be determined as of the date on which written notice and proof of death and all required claim forms are received at the Company's Annuities Service Center. The Death Benefit will be determined as the greater of:

- a) The Death Benefit described under "Death Benefit Before Annuity Commencement Date" in the Contract; or
- b) The Annual Step Death Benefit.

If the Beneficiary elects to continue the Contract as his or her own under Internal Revenue Code sections 72(s) or 401(a)(9), this Rider will continue with the Beneficiary as the new Owner and the Maximum Step Age will be determined on the birth date of the Beneficiary. If the Beneficiary has already attained the Maximum Step Age then the rider will not continue. Upon the death of the Beneficiary prior to the Maturity Date or Annuity Commencement Date, if earlier, a Death Benefit will be paid and the entire interest in the Contract must be distributed to the new Beneficiary in accordance with the provisions of the Contract. For purposes of calculating the Death Benefit payable upon the death of the Beneficiary, the Death Benefit paid upon the first Owner's death will be treated as a Payment to the Contract. This Payment will not be included in cumulative Payments. In addition, all Payments made and all amounts deducted in connection with partial withdrawals prior to the date of the first Owner's death will not be considered in determination of the Death Benefit. In determination of the Annual Step Death Benefit, the Anniversary Values for all prior Contract Anniversaries will be set to zero as of the date of the first Owner's death.

If the Beneficiary is not eligible to continue the Contract as his or her own under Internal Revenue Code sections 72(s) or 401(a)(9), or does not elect to continue the Contract, the Death Benefit will be distributed to the Beneficiary in accordance with the provisions of the Contract.

Death of Annuitant

If any Owner is not an individual, the death of any Annuitant is treated as the death of an Owner. The Death Benefit will be determined as described above by substituting the Annuitant for the Owner.

Maximum Step Age – Addition of Older Owner

We determine the date the Maximum Step Age has been attained based on the birth date of the oldest Owner at issue of the Contract. You may not add an older Owner after the Contract has been issued.

Death Benefit Rider Fee

To compensate us for assuming mortality risks associated with the Death Benefit Rider, We deduct from each variable Investment Option a Death Benefit Rider Fee each Valuation Period at an annual rate set forth in the Specifications above. The Death Benefit Rider Fee increases the Contract Asset Fee described in the Contract's Specifications Pages.

Investment Options

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Available Investment Options page of the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Pages. You may transfer among the Investment Options.

We reserve the right, upon notice, to restrict Investment Options at any time. If an Investment Option is restricted, no transfers into the restricted Investment Options will be allowed and no Payments may be allocated to the restricted Investment Options after the date of the restriction. Any amounts previously allocated to an Investment Option that is subsequently restricted will be unaffected by such restrictions.

We also reserve the right, upon notice, to limit the actual percentages allocated to certain Investment Options, to require that certain Investment Options be chosen in conjunction with other Investment Options, to limit transfers between existing Investment Options and/or to require periodic rebalancing of existing variable Investment Accounts to the required percentages.

Termination

This Rider will terminate upon the earliest of:

- (a) the date the Contract terminates; or
- (b) the Maturity Date, or Annuity Commencement Date, if earlier; or
- (c) the date on which the Death Benefit described in this Rider is paid; or
- (d) the date the Owner is changed or the Contract is assigned, unless
 - (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous owner; or
 - (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
 - (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
 - (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or.
 - (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
 - (vi) the assignment is for purposes of a tax qualified exchange.

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

[]

Secretary

Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached, including applicable Qualified Plan provisions added by Endorsement.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of the Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Benefit Base	The amount used for purposes of calculating the Lifetime Income Amount under this Rider. The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.
Covered Person	The person named in the Guaranteed Minimum Withdrawal Benefit Specifications whose life is used to determine the duration of the LIA payments. If the named Covered Person is deceased or is no longer the Annuitant of the Contract, the Rider will terminate.
Designated Investment Option	An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.
Excess Withdrawal Amount	The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.
Lifetime Income Amount (LIA)	The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of the Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the Covered Person or upon a change in Annuitant that removes the Covered Person from the Contract as an Annuitant.
Lifetime Income Date	The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process

A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.

Qualifying Designated Investment Option

An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.

Withdrawal Amount

The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges. The Death Benefit provided by the Contract is also reduced by withdrawals under this Rider. Withdrawals will reduce the Death Benefit as described in the Contract or in any applicable Death Benefit rider.

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments

No Additional Payment will be accepted, without our prior approval, on or after the later of the first Contract Anniversary following the Rider Date or the Contract Anniversary after the Covered Person's age 65 that either:

- (a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
- (b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

In addition to the above restrictions, no Additional Payments will be accepted after the Maximum Additional Payment Age shown in the Guaranteed Minimum Withdrawal Benefit Specifications. These limits on Additional Payments are in addition to any Payment limitations described in your Contract.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
- (b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent
 - (i) increase in Benefit Base by an Additional Payment, or
 - (ii) Step-Up, or
 - (iii) decrease due to a withdrawal.Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit

For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

- (a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
- (b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up

If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date

Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date

We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution

program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

- (a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
- (b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

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

- (a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
- (b) are paid to the Owner:
 - (i) pursuant to Internal Revenue Code ("Code") Section 72(t)(2)(A)(iv); or
 - (ii) as required or contemplated by Code Section 401(a)(9), Section 403(b)(10), Section 408(a)(6), Section 408(b)(3), or Section 408A(c)(5), as the case may be ("Qualified Death Benefit Stretch Distributions" and "Required Minimum Distributions"); and
- (c) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

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

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

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

- (a) the LIA, , or
- (b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of the Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than \$20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal.

Effect Of Payment Of Death Benefit

If the Contract's Death Benefit is paid while this Rider is in effect, and if the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract, the following will determine whether this Rider continues or terminates:

- (a) If the deceased Owner (Annuitant if the Owner is not an individual) was the Covered Person, the Rider will terminate.
- (b) If the deceased Owner (Annuitant if the Owner is not an individual) is not the Covered Person and the Covered Person remains the Annuitant on the Contract, the Rider will continue. In such instance, anniversaries of the date the Death Benefit was determined will be used instead of the original Contract Anniversary Dates to compare total Withdrawal Amounts to the LIA.

If the Rider continues, under b) above, the Rider Fee will continue (See the "Rider Fee" provision). If the Rider continues, the Benefit Base will automatically Step-Up if the Death Benefit on the date the Death Benefit was determined was greater than the Benefit Base on that date. (See the "Calculation of Benefit Base - Step-Up" provision.)

The Beneficiary is eligible for any remaining Credits and any Step-Ups. However, any such remaining Credits will be calculated and applied on future anniversaries of the date the Death Benefit was determined instead of the original Contract Anniversary Dates. Remaining eligible Step-Up Dates will also be measured beginning from the date the Death Benefit was determined. The latest Step-Up Date, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, as measured beginning from the Rider Date, is still applicable. When Withdrawals deplete the Contract Value to zero, if the Benefit Base is still greater than zero, then the Rider enters its Settlement Phase. (See the "Settlement Phase" provision above.)

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options

We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

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

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

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

- (a) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
- (b) the date an Annuity Option commences; or
- (c) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
- (d) the date there is no longer a Covered Person under this Rider; or
- (e) termination of the Contract; or
- (f) the date the Owner is changed or the Contract is assigned, unless
 - (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
 - (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
 - (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
 - (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or
 - (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
 - (vi) the assignment is for purposes of a tax qualified exchange..

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

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

[]

[Secretary]

Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person:	[John Doe]		
Rider Date:	[02/01/2008]		
Lifetime Income Date:	[01/01/2025]		
Lifetime Income Percentage:	<u>Age of Covered Person</u>	<u>Percentage</u>	
	[59½ - 64]	[4%]	
	[65 and over]	[5%]	
Credit Period:	First [10] Contract Years after the Rider Date [or most recent Step-Up] but not later than the Contract Anniversary following the Covered Person's [95 th] birthday.		
Credit Percentage:	<u>Age of Covered Person</u>	<u>Percentage</u>	
	[64 and under]	[5%]	
	[65 and over]	[6%]	
Step-Up Date:	<u>Frequency</u>	<u>Beginning</u>	<u>Ending</u>
	[Every 3 years]	[on the [3 rd] Contract Anniversary following the Rider Date.]	[on the [9 th] Contract Anniversary following the Rider Date.]
	[Every year]	[on the [10 th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95 th] birthday.]
Maximum Benefit Base:	[\$5,000,000]		
Additional Payment Limit:	[\$100,000]		
Maximum Additional Payment Age:	On or after the Covered Person's attained age [81]		
Maximum Rider Fee Percentage:	[1.50%]		
Rider Fee Percentage:	[1.00%] The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.		
Rider Fee Guarantee Period	[Two Contract Years]		
Settlement Limit	[\$300]		

Portfolio Stabilization Process

Designated Investment Option

[Bond PS]

Qualifying Designated Investment Option

[Ultra Short Term Bond]

Monthly Anniversary

The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.

Reference (RV)

An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.

Additional Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Payment.

Additional Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Payment over any withdrawal since the later of

(a) the Lifetime Income Date, or

(b) the later of:

(i) the date of an Additional Payment that increased the Reference Value, or

(ii) The date of a reduction in the Reference Value

The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.

Reference Value Band (RVB)

A measure of the change in Contract Value relative to the Reference Value. RVB is equal to ((a) – (b)) divided by (c) where:

(a) Is the minimum of the Contract Value or [92.5]% of the Reference Value;

(b) Is the minimum of the Contract Value or [80]% of the Reference Value; and

(c) Is [2.5]% of the Reference Value

The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a ;

(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a ;

(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and

(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied

as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:
 (a) Is the minimum of the Contract Value or [80]% of RV
 (b) Is RVB multiplied by [2.5]% of RV
 (c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
 (d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	Assumed Equity Allocation Factor
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times WAEF - [540] + RVB \times (WAEF - [20])}{[5] \times WAEF}$$

Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached, including applicable Qualified Plan provisions added by Endorsement.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of the Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Benefit Base	The amount used for purposes of calculating the Lifetime Income Amount under this Rider. The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.
Covered Person	The person named in the Guaranteed Minimum Withdrawal Benefit Specifications whose life is used to determine the duration of the LIA payments. If the named Covered Person is deceased or is no longer the Annuitant of the Contract, the Rider will terminate.
Designated Investment Option	An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.
Excess Withdrawal Amount	The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.
Lifetime Income Amount (LIA)	The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of the Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the Covered Person or upon a change in Annuitant that removes the Covered Person from the Contract as an Annuitant.
Lifetime Income Date	The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process

A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.

Qualifying Designated Investment Option

An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.

Withdrawal Amount

The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges. The Death Benefit provided by the Contract is also reduced by withdrawals under this Rider. Withdrawals will reduce the Death Benefit as described in the Contract or in any applicable Death Benefit rider.

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments

No Additional Payment will be accepted, without our prior approval, on or after the first Contract Anniversary following the Rider Date that either:

- (a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
- (b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
- (b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent
 - (i) increase in Benefit Base by an Additional Payment, or
 - (ii) Step-Up, or
 - (iii) decrease due to a withdrawal.Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit

For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

- (a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
- (b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up

If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date

Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date

We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

- (a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
- (b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

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

- (a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
- (b) are paid to the Owner:
 - (i) pursuant to Internal Revenue Code ("Code") Section 72(q)(2)(D) upon the request of the Owner ("Pre-59 ½ Distributions"); or
 - (ii) pursuant to Code Section 72(s)(2) upon the request of the Owner ("Non-Qualified Death Benefit Stretch Distributions").

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

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

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

- (a) the LIA, , or
- (b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of the Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than \$20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal.

Effect Of Payment Of Death Benefit

If the Contract's Death Benefit is paid while this Rider is in effect, and if the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract, the following will determine whether this Rider continues or terminates:

- (a) If the deceased Owner (Annuitant if the Owner is not an individual) was the Covered Person, the Rider will terminate.
- (b) If the deceased Owner (Annuitant if the Owner is not an individual) is not the Covered Person and the Covered Person remains the Annuitant on the Contract, the Rider will continue. In such instance, anniversaries of the date the Death Benefit was determined will be used instead of the original Contract Anniversary Dates to compare total Withdrawal Amounts to the LIA.

If the Rider continues, under b) above, the Rider Fee will continue (See the "Rider Fee" provision). If the Rider continues, the Benefit Base will automatically Step-Up if the Death Benefit on the date the Death Benefit was determined was greater than the Benefit Base on that date. (See the "Calculation of Benefit Base - Step-Up" provision.)

The Beneficiary is eligible for any remaining Credits and any Step-Ups. However, any such remaining Credits will be calculated and applied on future anniversaries of the date the Death Benefit was determined instead of the original Contract Anniversary Dates. Remaining eligible Step-Up Dates will also be measured beginning from the date the Death Benefit was determined. The latest Step-Up Date, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, as measured beginning from the Rider Date, is still applicable. When Withdrawals deplete the Contract Value to zero, if the Benefit Base is still greater than zero, then the Rider enters its Settlement Phase. (See the "Settlement Phase" provision above.)

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency

experience or regulatory requirements. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options

We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

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

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

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the Maturity Date over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

- (a) the date a Death Benefit is payable and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
- (b) the date an Annuity Option commences; or
- (c) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
- (d) the date there is no longer a Covered Person under this Rider; or
- (e) termination of the Contract; or
- (f) the date the Owner is changed or the Contract is assigned, unless
 - (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
 - (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
 - (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
 - (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or
 - (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
 - (vi) the assignment is for purposes of a tax qualified exchange..

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

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

[]

[Secretary]

Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person:	[John Doe]		
Rider Date:	[02/01/2008]		
Lifetime Income Date:	[01/01/2025]		
Lifetime Income Percentage:	<u>Age of Covered Person</u>	<u>Percentage</u>	
	[59½ - 64]	[4%]	
	[65 and over]	[5%]	
Credit Period:	First [10] Contract Years after the Rider Date [or most recent Step-Up] but not later than the Contract Anniversary following the Covered Person's [95 th] birthday.		
Credit Percentage:	<u>Age of Covered Person</u>	<u>Percentage</u>	
	[64 and under]	[5%]	
	[65 and over]	[6%]	
Step-Up Date:	<u>Frequency</u>	<u>Beginning</u>	<u>Ending</u>
	[Every 3 years]	[on the [3 rd] Contract Anniversary following the Rider Date.]	[on the [9 th] Contract Anniversary following the Rider Date.]
	[Every year]	[on the [10 th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95 th] birthday.]
Maximum Benefit Base:	[\$5,000,000]		
Additional Payment Limit:	[\$100,000]		
Maximum Rider Fee Percentage:	[1.50%]		
Rider Fee Percentage:	[1.00%] The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.		
Rider Fee Guarantee Period	[Two Contract Years]		
Settlement Limit	[\$300]		

Portfolio Stabilization Process

Designated Investment Option

[Bond PS]

Qualifying Designated Investment Option

[Ultra Short Term Bond]

Monthly Anniversary

The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.

Reference (RV)

An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.

Additional Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Payment.

Additional Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Payment over any withdrawal since the later of

(a) the Lifetime Income Date, or

(b) the later of:

(i) the date of an Additional Payment that increased the Reference Value, or

(ii) The date of a reduction in the Reference Value

The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.

Reference Value Band (RVB)

A measure of the change in Contract Value relative to the Reference Value. RVB is equal to $((a) - (b))$ divided by (c) where:

(a) Is the minimum of the Contract Value or [92.5]% of the Reference Value;

(b) Is the minimum of the Contract Value or [80]% of the Reference Value; and

(c) Is [2.5]% of the Reference Value

The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a ;

(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a ;

(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and

(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied

as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:
 (a) Is the minimum of the Contract Value or [80]% of RV
 (b) Is RVB multiplied by [2.5]% of RV
 (c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
 (d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	Assumed Equity Allocation Factor
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times WAEF - [540] + RVB \times (WAEF - [20])}{[5] \times WAEF}$$

Joint Life Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached, including applicable Qualified Plan provisions added by Endorsement.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of either Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Benefit Base	The amount used for purposes of calculating the Lifetime Income Amount under this Rider. The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.
Covered Persons	The persons named in the Guaranteed Minimum Withdrawal Benefit Specifications whose lives are used to determine the duration of the LIA payments. If both named Covered Persons are deceased or are no longer Annuitants of the Contract, the Rider will terminate.
Designated Investment Option	An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.
Excess Withdrawal Amount	The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.
Lifetime Income Amount (LIA)	The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of either Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the last Covered Person or upon a change in Annuitant that removes the last Covered Person from the Contract as an Annuitant.
Lifetime Income Date	The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process

A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.

Qualifying Designated Investment Option

An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.

Withdrawal Amount

The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges. The Death Benefit provided by the Contract is also reduced by withdrawals under this Rider. Withdrawals will reduce the Death Benefit as described in the Contract or in any applicable Death Benefit rider.

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments

No Additional Payment will be accepted, without our prior approval, on or after the later of the first Contract Anniversary following the Rider Date or the Contract Anniversary after the oldest Covered Person's age 65 that either:

- (a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
- (b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

In addition to the above restrictions, no Additional Payments will be accepted after the Maximum Additional Payment Age shown in the Guaranteed Minimum Withdrawal Benefit Specifications. These limits on Additional Payments are in addition to any Payment limitations described in your Contract.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
- (b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent
 - (i) increase in Benefit Base by an Additional Payment, or
 - (ii) Step-Up, or
 - (iii) decrease due to a withdrawal. Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit

For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

- (a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
- (b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up

If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date

Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date

We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

- (a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
- (b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the youngest Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

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

- (a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
- (b) are paid to the Owner:
 - (i) pursuant to Internal Revenue Code ("Code") Section 72(t)(2)(A)(iv); or
 - (ii) as required or contemplated by Code Section 401(a)(9), Section 403(b)(10), Section 408(a)(6), Section 408(b)(3), or Section 408A(c)(5), as the case may be ("Qualified Death Benefit Stretch Distributions" and "Required Minimum Distributions"); and
- (c) are the Contract's proportional share of all such distributions as determined by the Company and based on the Company's understanding of the Code.

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

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

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

- (a) the LIA, , or
- (b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of either Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than \$20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the last Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal.

Effect Of Payment Of Death Benefit

If the last covered Person dies while this Rider is in effect, this Rider terminates and no further benefits are paid under the Rider.

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee

Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options

We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

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

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

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Joint Life Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

LIA with Cash Refund: This option is available if only one Covered Person remains under the Rider and the Covered Person is the Annuitant. If you elect this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

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

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

- (a) the date of the first Covered Person's death and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
- (b) the date of the last Covered Person's death; or
- (c) the date an Annuity Option commences; or
- (d) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
- (e) the date there is no longer a Covered Person under this Rider; or
- (f) termination of the Contract; or
- (g) the date the Owner is changed or the Contract is assigned, unless
 - (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
 - (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
 - (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
 - (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or
 - (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
 - (vi) the assignment is for purposes of a tax qualified exchange..

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

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

[]

[Secretary]

Joint Life Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person:	[John Doe] [Jane Doe]		
Rider Date:	[02/01/2008]		
Lifetime Income Date:	[01/01/2025]		
Lifetime Income Percentage:	<u>Age of Youngest Covered Person</u>		<u>Percentage</u>
	[59½ - 64]		[3.75%]
	[65 and over]		[4.00%]
Credit Period:	First [10] Contract Years after the Rider Date [or most recent Step-Up] but not later than the Contract Anniversary following the Oldest Covered Person's [95 th] birthday.		
Credit Percentage:	<u>Age of Youngest Covered Person</u>		<u>Percentage</u>
	[64 and under]		[5%]
	[65 and over]		[6%]
Step-Up Date:	<u>Frequency</u>	<u>Beginning</u>	<u>Ending</u>
	[Every 3 years]	[on the [3 rd] Contract Anniversary following the Rider Date.]	[on the [9 th] Contract Anniversary following the Rider Date.]
	[Every year]	[on the [10 th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95 th] birthday.]
Maximum Benefit Base:	[\$5,000,000]		
Additional Payment Limit:	[\$100,000]		
Maximum Additional Payment Age:	On or after the oldest Covered Person's attained age [81]		
Maximum Rider Fee Percentage:	[1.50%]		
Rider Fee Percentage:	[1.00%] The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.		
Rider Fee Guarantee Period	[Two Contract Years]		

Settlement Limit

[\$300]

Portfolio Stabilization Process

Designated Investment Option

[Bond PS]

Qualifying Designated Investment Option

[Ultra Short Term Bond]

Monthly Anniversary

The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.

Reference (RV)

An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.

Additional Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Payment.

Additional Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Payment over any withdrawal since the later of

(a) the Lifetime Income Date, or

(b) the later of:

(i) the date of an Additional Payment that increased the Reference Value, or

(ii) The date of a reduction in the Reference Value

The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.

Reference Value Band (RVB)

A measure of the change in Contract Value relative to the Reference Value. RVB is equal to $((a) - (b))$ divided by (c) where:

(a) Is the minimum of the Contract Value or [92.5]% of the Reference Value;

(b) Is the minimum of the Contract Value or [80]% of the Reference Value; and

(c) Is [2.5]% of the Reference Value

The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a ;

(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a ;

(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and

(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied

as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:
 (a) Is the minimum of the Contract Value or [80]% of RV
 (b) Is RVB multiplied by [2.5]% of RV
 (c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
 (d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	Assumed Equity Allocation Factor
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times WAEF - [540] + RVB \times (WAEF - [20])}{[5] \times WAEF}$$

Joint Life Guaranteed Minimum Withdrawal Benefit Rider

This Rider is effective on the Rider Date shown in the attached Guaranteed Minimum Withdrawal Benefit Specifications. Election of this Rider is irrevocable and it may only be terminated as provided in the Termination provision below. Except where this Rider provides otherwise, it is a part of, and subject to, the other terms and conditions of the Contract to which it is attached, including applicable Qualified Plan provisions added by Endorsement.

This Rider provides an annual amount that is guaranteed to be available for withdrawal each Contract Year after the Lifetime Income Date (defined below) and continuing during the life of either Covered Person (defined below). This annual amount is referred to as the Lifetime Income Amount (LIA) and it is described in the "Calculation of Lifetime Income Amount (LIA)" provision. The LIA is guaranteed to be available, even if the Contract Value is less than the LIA, provided the terms and conditions of this Rider are satisfied.

Definitions

The following definitions are applicable to this Rider only:

Benefit Base	The amount used for purposes of calculating the Lifetime Income Amount under this Rider. The Benefit Base cannot be withdrawn in a lump sum or paid as a Death Benefit. The Benefit Base will not exceed the Maximum Benefit Base shown in the Guaranteed Minimum Withdrawal Benefit Specifications.
Covered Persons	The persons named in the Guaranteed Minimum Withdrawal Benefit Specifications whose lives are used to determine the duration of the LIA payments. If both named Covered Persons are deceased or are no longer Annuitants of the Contract, the Rider will terminate.
Designated Investment Option	An Investment Option to and from which a portion of your Contract Value may be transferred as part of our Portfolio Stabilization Process.
Excess Withdrawal Amount	The portion of the withdrawal that causes the total Withdrawal Amounts during a Contract Year to exceed the LIA. In addition, the total amount of any withdrawal taken after total Withdrawal Amounts during a Contract Year exceed the LIA is an Excess Withdrawal Amount. Excess withdrawals may reduce future benefits by more than the Excess Withdrawal Amount.
Lifetime Income Amount (LIA)	The amount that is guaranteed to be available each Contract Year for withdrawal, during the life of either Covered Person, while this Rider is in effect. The LIA reduces to zero upon the death of the last Covered Person or upon a change in Annuitant that removes the last Covered Person from the Contract as an Annuitant.
Lifetime Income Date	The earliest date on which the initial LIA is calculated. This date is shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Portfolio Stabilization Process

A non-discretionary, systematic mathematical process we use each Business Day to determine the amount, if any, that we will reallocate between your elected Investment Options and the Designated Investment Option.

Qualifying Designated Investment Option

An Investment Option that will be counted toward satisfying the Target Designated Investment Option Allocation of our Portfolio Stabilization Process.

Withdrawal Amount

The amount deducted from your Contract Value when you take a withdrawal as defined in your Contract.

Effect Of This Benefit On The Contract

While this Rider is in effect your entire Contract Value must be allocated to the Investment Options we make available with this Rider. By electing to purchase this Rider, you thereby are giving us instructions and authority to make automatic transfers of a portion of your Contract Value to and from the Investment Options you elect and a Designated Investment Option as described in the "Portfolio Stabilization Process" provision of the Investment Options section of this Rider.

You also instruct and authorize us to deem any request to take a partial withdrawal of Contract value while this Rider is in effect as a request to take the Withdrawal Amount on a pro-rata basis from each Investment Option in effect at the time of the withdrawal. All withdrawals under this Rider will reduce your Contract Value on a dollar-for-dollar basis. Withdrawals in any Contract Year that are less than or equal to the Lifetime Income Amount will not be subject to Withdrawal Charges. The Death Benefit provided by the Contract is also reduced by withdrawals under this Rider. Withdrawals will reduce the Death Benefit as described in the Contract or in any applicable Death Benefit rider.

This Rider includes limits on Additional Payments that are in addition to any Payment Limits described in your Contract.

Calculation Of Benefit Base

If this Rider is issued on the Contract Date, the initial Benefit Base equals the amount of your initial Payment(s) to the Contract.

If we issue this Rider to you after the Contract Date but prior to the first Contract Anniversary, then we will calculate the Benefit Base as if this Rider had been issued on the Contract Date.

If we issue this Rider to you on or after the first Contract Anniversary then the initial Benefit Base equals the Contract Value on the Rider Date.

The Benefit Base may increase as a result of Additional Payments, Credits, or Step-Ups and may decrease as a result of Withdrawals as described below. In no event will the Benefit Base exceed the Maximum Benefit Base, shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Additional Payments

No Additional Payment will be accepted, without our prior approval, on or after the first Contract Anniversary following the Rider Date that either:

- (a) exceeds the Additional Payment Limit, shown in the Guaranteed Minimum Withdrawal Benefit Specifications; or
- (b) causes the total of all Additional Payments received since the first Contract Anniversary following the Rider Date to exceed such Additional Payment Limit.

Each time an Additional Payment is received prior to the Lifetime Income Date, the Benefit Base will increase by the amount of that Additional Payment. After the Lifetime Income Date, an increase to the Benefit Base due to an Additional Payment is determined as follows:

- (a) If there have been no Additional Payments, Step-Ups or decreases in Benefit Base since the Lifetime Income Date, then all Withdrawal Amounts since the Lifetime Income Date will be deducted from the Additional Payment. Any Additional Payment remaining after that deduction will be applied to the Benefit Base.
- (b) If the Benefit Base has been adjusted due to Additional Payments, Step-Ups or withdrawals, then the current Additional Payment will be reduced by any Withdrawal Amounts less the amount of any Additional Payments that have not adjusted the Benefit Base. The Withdrawal Amounts and Additional Payments that have not adjusted the Benefit Base are determined beginning with the most recent
 - (i) increase in Benefit Base by an Additional Payment, or
 - (ii) Step-Up, or
 - (iii) decrease due to a withdrawal.Any amount of the current Additional Payment remaining after the reduction will be applied to the Benefit Base.

Credit

For each Contract Year during the Credit Period that you do not make a withdrawal, we will add a Credit to the Benefit Base. The Credit is equal to the applicable Credit Percentage for that Contract Year, as shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by:

- (a) total Payments applied to the Benefit Base, if this Rider is issued on the Contract Date, or
- (b) the initial Benefit Base, increased by the Payments applied to the Benefit Base (as described in the "Additional Payments" provision in this section) since the Rider Date, if this Rider is added after the Contract Date.

If the Benefit Base was previously Stepped-Up (as described below in the "Step-Up" provision) and/or decreased (as described below in the "Effect of Withdrawals" provisions), then the Credit will equal the applicable Credit Percentage multiplied by the Benefit Base immediately after the latest Step-Up or decrease, increased by any Payments applied to the Benefit Base since such latest Step-Up or decrease. The Credit will not increase after a reduction in the Benefit Base and will not decrease after a Step-Up.

The Credit will be added to the Benefit Base on the immediately-following Contract Anniversary, prior to the calculation of any Step-Up.

Step-Up

If the Contract Value on any Step-Up Date is greater than the Benefit Base on that date, the Benefit Base will automatically Step-Up to an amount equal to the Contract Value on that Step-Up Date.

Effect of Withdrawals Prior to the Lifetime Income Date

Any withdrawal prior to the Lifetime Income Date will decrease the Benefit Base in the same proportion as the Withdrawal Amount divided by the Contract Value prior to the withdrawal.

Effect of Withdrawals On or After the Lifetime Income Date

We will not reduce the Benefit Base as the result of a withdrawal on or after the Lifetime Income Date provided total Withdrawal Amounts during the Contract Year are less than or equal to the LIA. If a withdrawal causes the total Withdrawal Amounts during a Contract Year to exceed the LIA or if total Withdrawal Amounts already exceed the LIA, we will reduce the Benefit Base in the same proportion as the Excess Withdrawal Amount divided by the Contract Value prior to deduction of the Excess Withdrawal Amount.

We will not reduce the Benefit Base as a result of a withdrawal on or after the Lifetime Income Date if all withdrawals during the Contract Year are Life Expectancy Distributions elected under an automatic distribution program, provided by us, even if such Life Expectancy Distributions exceed the LIA for the Contract Year. (See the "Life Expectancy Distributions" provision.)

Calculation Of Lifetime Income Amount (LIA)

The LIA is available beginning on the Lifetime Income Date. The initial LIA is established on the date of the first withdrawal on or after the Lifetime Income Date and is equal to (a) multiplied by (b) where:

- (a) is the applicable Lifetime Income Percentage listed in the Guaranteed Minimum Withdrawal Benefit Specifications; and
- (b) is the Benefit Base (see "Calculation of Benefit Base" provision above).

The applicable Lifetime Income Percentage is based on the youngest Covered Person's age during the Contract Year of the first withdrawal after the Lifetime Income Date.

Each time the Benefit Base is changed after the LIA is established, the LIA will be re-determined as the Lifetime Income Percentage multiplied by the new Benefit Base.

We do not increase future Lifetime Income Amounts to reflect any portion of the LIA that is not withdrawn in any Contract Year.

Life Expectancy Distributions

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

- (a) are part of a series of substantially equal periodic payments over the Owner's Life Expectancy (or, if applicable, the joint Life Expectancy of the Owner and the Owner's spouse); and
- (b) are paid to the Owner:
 - (i) pursuant to Internal Revenue Code ("Code") Section 72(q)(2)(D) upon the request of the Owner ("Pre-59 ½ Distributions"); or
 - (ii) pursuant to code Section 72(s)(2) upon the request of the Owner ("Non-Qualified Death Benefit Stretch Distributions").

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

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

Settlement Phase

When the Rider enters its Settlement Phase, the Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and Additional Payments will not be accepted. The Rider Fee will not be deducted during the Rider's Settlement Phase.

The Rider will enter its Settlement Phase if the Contract Value is less than or equal to the greater of:

- (a) the LIA, , or
- (b) the Settlement Limit listed in the Guaranteed Minimum Withdrawal Benefit Specifications.

You will automatically receive settlement payments during the life of either Covered Person. Settlement payments will be paid monthly unless you elect another frequency and total payments during a Contract Year will equal the LIA. If the Settlement Phase is entered prior to the Lifetime Income Date, then settlement payments will begin on or after the Lifetime Income Date. If the monthly settlement payment would be less than \$20, we may make a lump sum payment of the commuted value of the settlement payments. The commuted value of the settlement payments will be calculated on the same basis as the rates for Annuity Payments guaranteed by your Contract.

If the last Covered Person dies during the Settlement Phase, then this Rider terminates and no additional settlement payments will be paid.

There is no Settlement Phase if you take any withdrawal before the Lifetime Income Date and the Contract Value declines to zero during the Contract Year of the withdrawal.

Effect Of Payment Of Death Benefit

If the last covered Person dies while this Rider is in effect, this Rider terminates and no further benefits are paid under the Rider.

Rider Fee

To compensate us for assuming risks associated with this Rider, we charge an annual Rider Fee. The Rider Fee is deducted on each Contract Anniversary. The Rider Fee is withdrawn from each Investment Option in the same proportion that the value of Investment Accounts of each Investment Option bears to the Contract Value. The amount of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the "Adjusted Benefit Base." The Adjusted Benefit Base is the Benefit Base that was available on the prior Contract Anniversary adjusted for any Additional Payments applied to the Benefit Base during the Contract Year prior to the current Contract Anniversary.

If a Withdrawal is taken on any date other than the Contract Anniversary and such Withdrawal reduces the Contract Value to zero, we will deduct a pro rata share of the Rider Fee from the amount otherwise payable. In the case of such a total Withdrawal, a pro rata share of the Rider Fee is equal to the Rider Fee Percentage, shown in the Guaranteed Minimum Withdrawal Benefit Specifications, multiplied by the Adjusted Benefit Base, defined above, and then multiplied by the number of days that have elapsed since the previous Contract Anniversary and divided by 365. For purposes of determining the Rider Fee, a total Withdrawal will be deemed to have been taken on the date the Death Benefit is determined and once an Annuity Option has been elected. The Rider Fee will not be deducted during the Rider's Settlement Phase. The Rider Fee will not be deducted after the Maturity Date if an Annuity Option has commenced.

If the Beneficiary does not take the Death Benefit as a lump sum under the terms of the Contract and the Rider continues, for purposes of this "Rider Fee" provision, the anniversaries of the date the Death Benefit was determined will be considered to be the Contract Anniversaries.

The initial Rider Fee Percentage is shown in the Guaranteed Minimum Withdrawal Benefit Specifications. We reserve the right to change the Rider Fee Percentage upon written notice. We will not change the initial Rider Fee Percentage or any subsequently declared Rider Fee Percentage for the duration of the Rider Fee Guarantee Period shown in the Guaranteed Minimum Withdrawal Benefit Specifications. Any change in the Rider Fee Percentage will be based on our expectations as to future mortality, investment, expense, and persistency experience or regulatory requirements. The Rider Fee Percentage will never exceed the Maximum Rider Fee Percentage shown in the Guaranteed Minimum Withdrawal Benefit Specifications.

Investment Options

General

The Investment Options available as of the Rider Date under Contracts issued with this Rider are shown on the Contract's Specifications Pages.

You may allocate to one or a combination of the Available Investment Options. The percentages you initially allocated to the Investment Options are shown on the Contract's Specifications Page. You may transfer among the Investment Options, then available, on any date, subject to the Portfolio Stabilization Process provision below.

Portfolio Stabilization Process

Each Business Day, we will apply the formula described in the attached Guaranteed Minimum Withdrawal Benefit Specifications to determine if a portion of your Contract Value will be transferred to or from the Designated Investment Option. The formula determines a Target Designated Investment Option Allocation. If the portion of your Contract Value allocated to the Designated Investment Option and any Qualifying Designated Investment Options is less than the Target Designated Investment Option Allocation, we will transfer a portion of your Contract Value to the Designated Investment Option. The transfer amount will be the amount required to increase the total allocation in the Designated Investment Option and any Qualifying Designated Investment Options to the Target Designated Investment Option Allocation. The transferred amount will be transferred from

Investment Options, excluding the Designated Formula Investment Option and Qualifying Investment Option(s), in proportion to the Contract Value allocated to those Investment Options.

If the portion of your Contract Value allocated to the Designated Investment Option and Qualifying Designated Investment Option(s) exceeds the Target Designated Investment Option Allocation and a portion of the Contract Value is allocated to the Designated Investment Option, we will transfer a portion of your Contract Value from the Designated Investment Option. The transfer amount will be the amount required to decrease the total allocation in the Designated Investment Option and Qualifying Investment Option(s) to the Target Designated Investment Option Allocation or the total amount allocated to the Designated Formula Investment Option, if less. This amount will be allocated to the remaining Investment Options in proportion to the Contract Value allocated to those remaining Investment Options.

You may transfer Contract Value to or from the Qualifying Designated Investment Option(s), but may not transfer Contract Value to or from the Designated Investment Option. We may transfer Contract Value to or from the Designated Investment Option through the Portfolio Stabilization Process. We will not transfer amounts to or from the Qualifying Designated Investment Option(s) through the Portfolio Stabilization Process unless we have allocated a portion of your Contract Value to the Designated Investment Option through the Portfolio Stabilization Process and you subsequently transfer the balance of your Contract Value to the Qualifying Designated Investment Option(s). In that case, we will transfer from the Designated Investment Option the portion of your Contract Value allocated to that option. We will reallocate this amount to the Qualifying Designated Investment Option(s) in proportion to the Contract Value allocated to those Investment Options.

We will apply the Portfolio Stabilization Process on a Business Day after all other transactions have been applied to your Contract for that Business Day. As a result, the formula may reallocate amounts that you have transferred to an Investment Option or allocated to an Investment Option through a Payment.

Addition, Deletion or Substitution of Investment Options

We reserve the right to add or delete Investment Options subject to compliance with applicable law. We may also change the designation of Investment Options as either a Designated Investment Option or a Qualifying Designated Investment Option. We may establish different Designated Investment Options for different classes of Owners and different annuity contracts that we offer. We may limit certain Investment Options for new Payments or transfers however previous allocations to such Investment Options will not be affected.

Alternate Annuity Option

The Alternate Annuity Option described in this provision will replace the Annuity Option listed on your Contract's Specifications Pages if this Rider is in effect on your Contract's Maturity Date. We reserve the right to revise the availability of this option to comply with federal Code or Treasury regulations or other applicable laws or regulations.

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

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

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Joint Life Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

LIA with Cash Refund: This option is available if only one Covered Person remains under the Rider and the Covered Person is the Annuitant. If you elect this option, we will make payments during the lifetime of the Annuitant. After the death of the Annuitant, we will pay the Beneficiary a lump sum amount equal to the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments made under this option.

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

- (a) the Lifetime Income Amount provided by this Guaranteed Minimum Withdrawal Benefit, if any, or
- (b) the annual amount determined by applying the Contract Value to a Cash Refund Annuity Option on the guaranteed basis provided under the Contract. The Cash Refund Amount is the excess, if any, of the Contract Value at the election of this option over the sum of the annuity payments.

Reports

We provide you with periodic reports no less than frequently than annually including certain values listed in the General Provisions of your Contract. While this Rider is in effect, these periodic reports will also include the Benefit Base and, for reports on or after the Lifetime Income Date, the available Lifetime Income Amount. Prior to the Lifetime Income Date the periodic report will indicate the date the Lifetime Income Amount will be available with an option to contact the Company for a projection of the Lifetime Income Amount assuming no future Payments or withdrawals.

Termination

This rider will terminate upon the earliest of:

- (a) the date of the first Covered Person's death and the Beneficiary takes the Death Benefit as a lump sum under the terms of the Contract; or
- (b) the date of the last Covered Person's death; or
- (c) the date an Annuity Option commences; or
- (d) the date the Contract Value, the Benefit Base and the LIA all equal zero; or
- (e) the date there is no longer a Covered Person under this Rider; or
- (f) termination of the Contract; or
- (g) the date the Owner is changed or the Contract is assigned, unless
 - (i) the new Owner is a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
 - (ii) the new Owner is an individual and the previous Owner was a guardian, a custodian or a trust established for the sole benefit of that individual; or
 - (iii) the change is from one guardian, custodian or trust established for the sole benefit of an individual to another guardian, custodian or trust established for the sole benefit of that individual; or
 - (iv) the Ownership is transferred to the Owner's spouse following the death of the Owner; or
 - (v) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
 - (vi) the assignment is for purposes of a tax qualified exchange..

At termination of this Rider, we will deduct a pro-rata share of the Rider Fee. Thereafter the Rider Fee will no longer apply.

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

[]

[Secretary]

Joint Life Guaranteed Minimum Withdrawal Benefit Specifications

Covered Person:	[John Doe] [Jane Doe]		
Rider Date:	[02/01/2008]		
Lifetime Income Date:	[01/01/2025]		
Lifetime Income Percentage:	<u>Age of Youngest Covered Person</u>	<u>Percentage</u>	
	[59½ - 64]	[3.75%]	
	[65 and over]	[4.00%]	
Credit Period:	First [10] Contract Years after the Rider Date [or most recent Step-Up] but not later than the Contract Anniversary following the Oldest Covered Person's [95 th] birthday.		
Credit Percentage:	<u>Age of Youngest Covered Person</u>	<u>Percentage</u>	
	[64 and under]	[5%]	
	[65 and over]	[6%]	
Step-Up Date:	<u>Frequency</u>	<u>Beginning</u>	<u>Ending</u>
	[Every 3 years]	[on the [3 rd] Contract Anniversary following the Rider Date.]	[on the [9 th] Contract Anniversary following the Rider Date.]
	[Every year]	[on the [10 th] Contract Anniversary following the Rider Date.]	[on the Contract Anniversary following the [oldest Owner's or Annuitant's] [95 th] birthday.]
Maximum Benefit Base:	[\$5,000,000]		
Additional Payment Limit:	[\$100,000]		
Maximum Additional Payment Age:	On or after the oldest Covered Person's attained age [81]		
Maximum Rider Fee Percentage:	[1.50%]		
Rider Fee Percentage:	[1.00%] The Rider Fee Percentage is not guaranteed. We may change it after the Rider Fee Guarantee Period as described in the Rider Fee provision. The Rider Fee Percentage will not exceed the Maximum Rider Fee Percentage.		
Rider Fee Guarantee Period	[Two Contract Years]		

Settlement Limit

[\$300]

Portfolio Stabilization Process

Designated Investment Option

[Bond PS]

Qualifying Designated Investment Option

[Ultra Short Term Bond]

Monthly Anniversary

The day in each calendar month that is the same day of the month as the Contract Date. If that day is not a Business Day, the Monthly Anniversary will be the next Business Day. If the Monthly Anniversary is on the 29th, 30th or 31st, then for any month that does not include those dates, the Monthly Anniversary will be the first Business Day of the following month.

Reference (RV)

An amount used as a reference point to monitor changes in Contract Value for purposes of this Portfolio Stabilization Process. The Reference Value is initially set equal to the Contract Value on the Contract Date. We will reset the Reference Value on each Monthly Anniversary to equal the greater of (a) the current Reference Value or (b) the Contract Value on that day.

Additional Payments prior to the Lifetime Income Date increase the Reference Value by the amount of the Additional Payment.

Additional Payments on or after the Lifetime Income Date increase the Reference Value by the excess, if any, of the Additional Payment over any withdrawal since the later of

(a) the Lifetime Income Date, or

(b) the later of:

(i) the date of an Additional Payment that increased the Reference Value, or

(ii) The date of a reduction in the Reference Value

The Reference Value is not adjusted for withdrawals that are less than or equal to the LIA. Excess Withdrawals, including all withdrawals prior to the Lifetime Income Date, will reduce the Reference Value in the same proportion as the amount of the withdrawal divided by the Contract Value prior to the withdrawal.

Reference Value Band (RVB)

A measure of the change in Contract Value relative to the Reference Value. RVB is equal to ((a) – (b)) divided by (c) where:

(a) Is the minimum of the Contract Value or [92.5]% of the Reference Value;

(b) Is the minimum of the Contract Value or [80]% of the Reference Value; and

(c) Is [2.5]% of the Reference Value

The value of RVB is truncated to a whole integer and will equal [0, 1, 2, 3, 4 or 5].

The Target Designated Investment Option Allocation formula below will be applied to determine the portion of the Contract Value, if any, that must be allocated to the Designated Investment Option on:

(a) any Business Day that RVB is less than RVB_a ;

(b) any Business that is the [fifth] consecutive Business Day that RVB is greater than RVB_a ;

(c) any Business Day on which there is an Additional Payment or a transfer among investment options; and

(d) the Monthly Anniversary if RVB is equal to 0.

On the Contract Date, we will set RVB_a equal to the value of RVB calculated on that day. Thereafter RVB_a will be reset to the value of RVB on any day that the Target Designated Investment Option Allocation formula is applied

as described above. If the Target Designated Investment Allocation formula is applied as a result of (b) above, RVB_a will be set equal to minimum value of RVB over the previous five Business Days.

Target Designated Investment Allocation

The sum of (a) plus (b) minus (c) minus (d) where:
 (a) Is the minimum of the Contract Value or [80]% of RV
 (b) Is RVB multiplied by [2.5]% of RV
 (c) Is [20] divided by WAEAF multiplied by the minimum of the Contract Value or [80]% of RV
 (d) Is RVB multiplied by [2.5]% of RV multiplied by F.

Weighted Assumed Equity Allocation Factor (WAEAF)

The weighted average of the Assumed Equity Allocation Factors assigned to each available Investment Option excluding the Designated Investment Option and the Qualifying Designated Investment Option. The weighted average is based on the portion of your Contract Value allocated to each of these Investment Options.

Investment Option	Assumed Equity Allocation Factor
[Lifestyle Growth PS	70
Lifestyle Balanced PS	50
Lifestyle Moderate PS	40
Lifestyle Conservative PS	20]

The Assumed Equity Allocation Factor for an Investment Option is assigned at issue of the Rider and will not change while the Rider is in effect. If we make additional Investment Options available after the Rider is issued, the Assumed Equity Allocation Factor, if any, for those additional Investment Options will be assigned when they are first made available and will not change while the Rider is in effect.

Factor (F)

$$\frac{[32] \times WAEF - [540] + RVB \times (WAEF - [20])}{[5] \times WAEF}$$

DOLLAR COST AVERAGING (DCA) ENDORSEMENT

This Endorsement is effective on the Effective Date below. Except where this Endorsement provides otherwise, it is part of, and subject to the other terms and conditions of the Contract to which it is attached. The provisions of the Contract to which this Endorsement is attached are amended as follows:

Specifications

Effective Date: [05/01/2011]

Definitions

The definition of Investment Options contained in the Contract is replaced by the following:

Investment Options

Investment Options means:

- (a) the Sub-Account(s) of the Variable Account, or
- (b) a limited-term account which is backed by our General Account. Such account is referred to as a "Dollar Cost Averaging (DCA) Account" or "DCA Account". The term of any such DCA Account will be 12 months or less.

The Investment Options available under this Contract at issue are shown on the Specifications Pages.

The following definition is added:

General Account

All assets of the Company other than assets in a Separate Account.

Dollar Cost Averaging Account

The following provisions are added to the Contract:

Prior to the Maturity Date or Annuity Commencement Date, if earlier, you may elect to allocate a Net Payment to a Dollar Cost Averaging (DCA) Account that is backed by our General Account. You may choose any DCA Account option listed on the Specifications Pages or any other option that we subsequently offer. The DCA Account will provide for transfers to any of the available Variable Investment Options you have chosen for the duration of the DCA Account you elected. No transfers may be made into your DCA Account.

Unless we are instructed otherwise, any subsequent Net Payment will be allocated among Variable Investment Options according to your DCA transfer instructions. If you elect to have a subsequent Net Payment allocated to a Dollar Cost Averaging Account, a new account will be established for that Net Payment.

Under the DCA program, a pre-determined dollar amount will be transferred on a monthly basis from the DCA Account to the Variable Investment Options you have chosen to receive the transfer. You select the day between the 1st and 28th day of the month, on which each monthly transfer will be made. If the selected day does not fall on a business day, the transfer for that month will be made on the next business day. If you do not select a transfer day, transfers will begin 30 days after the Payment is received. Monthly transfers will continue to be made until all amounts have been transferred from the DCA Account at the end of the DCA Account duration you have selected. When there are multiple accounts within the same DCA Account option, amounts will be transferred on a first-in-first-out basis on the dates established for the oldest existing account.

Transfers from the DCA Account will not count towards the limit on the number of transfers that can be made per Contract Year.

The DCA Account will accumulate interest at an effective annual rate declared by us and in effect on the date the Net Payment is allocated to the DCA Account. The declared rate may vary by the duration of the DCA account, by product type, or by class of Owner. The rate is guaranteed for the duration of the DCA Account option elected. The interest credited is based on the length of time the Net Payment is in the DCA Account so that interest credited on any given day will be at a rate that, if compounded daily for one year, would equal the applicable declared rate. The annual effective rate will not be less than 1%.

We may restrict the DCA Account program at any time. If the DCA Account program is restricted, no Net Payments may be allocated to a DCA Account after the date of the restriction. Any amounts previously allocated to a DCA Account prior to restriction of the program will be unaffected by such restrictions and transfers will continue to the Variable Investment Options chosen by you until all amounts in the DCA Account have been transferred.

The value of any DCA Account will be included in the Contract Value provided by your Contract.

The DCA Account will terminate on the earliest of:

- a. the date the Contract terminates; or
- b. the date all amounts are transferred from the DCA Account.

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



Secretary

WITHDRAWAL CHARGE WAIVER ENDORSEMENT

The following provisions are hereby added to the Withdrawal Provisions of the Contract to which this Endorsement is attached. This Endorsement is part of, and subject to, the other terms and conditions of the Contract.

Specifications

Benefit Eligibility Date: The later of [12] months after the Contract Date for an Owner at issue or [12] months after any change of Owner with respect to the new Owner.

Waiting Period: [90] days

Definitions

The following definitions are added:

Eligible Medical Care Facility A licensed Nursing Home or Hospital providing Medically Necessary inpatient care that is prescribed in writing by a licensed Physician and is based on physical limitations which require daily living in an institutional setting.

Nursing Home A facility which:
a) is located in the United States or its territories; and
b) is licensed as a Nursing Home by the jurisdiction in which it is located; and
c) provides custodial care under the supervision of a registered nurse (R.N.).

Hospital A facility which:
a) Is located in the United States or its territories; and
b) is licensed as a Hospital by the jurisdiction in which it is located;
c) is supervised by a staff of licensed physicians;
d) provides nursing services 24 hours a day by, or under the supervision of, a registered nurse (R.N.);
e) operates primarily for the care and treatment of sick or injured persons as inpatients for a charge; and
f) has access to medical, diagnostic and major surgical facilities.

Medically Necessary Appropriate and consistent with the diagnosis in accord with accepted standards of practice, and which could not have been omitted without adversely affecting the person's condition.

Physician A person other than you, the Annuitant(s) or a member of your or the Annuitant's families, who is a licensed medical doctor (M.D.) or a licensed doctor of osteopathy (D.O.), practicing within the scope of that license.

Proof of Confinement A letter signed by an eligible Physician containing;
a) the dates the Owner or Co-owner was confined; and
b) the name and location of the Eligible Medical Care Facility; and
c) a statement that the confinement was Medically Necessary in the judgment of the Physician; and,
d) if released, the date the Owner or Co-Owner was released from an Eligible Medical Care Facility.

Waiting Period The period of confinement in an Eligible Medical Care Facility that must elapse before Withdrawal Charges are waived under this Endorsement. This period is measured from the date confinement began or the Benefit Eligibility Date, if later. A new Waiting Period will not be required for a subsequent confinement due to the same cause as the previous confinement unless the new confinement occurs at least 30 days after the previous confinement.

Withdrawal Charge Waiver

We will waive any applicable Withdrawal Charge for a Partial Withdrawal or Total Withdrawal made after the Benefit Eligibility Date and prior to the Maturity Date (or Annuity Commencement Date, if earlier) if;

- a) the Owner or Co-owner has been confined to an Eligible Medical Care Facility for the entire duration of the Waiting Period; (The Waiver does not apply to the confinement of any Annuitant, unless the Owner is a Non-Natural Person.)
- b) confinement began after the Contract Date or after the change of Owner; and
- c) confinement was prescribed by an eligible Physician; and
- d) confinement was Medically Necessary in the judgment of the Physician; and
- e) both the Owner and the Annuitant are alive as of the date We pay the proceeds of such a Partial or Total Withdrawal.

You may incur tax liabilities or IRS penalties as a result of taking a withdrawal, irrespective of the benefits provided by this Endorsement. You are solely responsible for all such liabilities and penalties.

Benefit Procedure

A Written Request for a withdrawal and Proof of Confinement may be submitted to us during confinement, but not later than 90 days after confinement ends unless it was not reasonably possible to provide proof within this time period and proof is provided as soon as possible. In no event, except in the absence of legal capacity shall the required proof be provided later than one year after proof is otherwise required. If we approve your request for waiver of Withdrawal Charge, the withdrawal will be calculated on the date we receive Written Request and Proof of Confinement.

If your request for waiver of Withdrawal Charge is denied, the withdrawal will not be calculated nor processed until you notify us to proceed with the withdrawal subject to the applicable Withdrawal Charge.

Termination

This Endorsement will terminate upon the earliest of:

- a) the date the Contract terminates, or
- b) the Maturity Date, or Annuity Commencement Date, if earlier, or
- c) the date the Contract is assigned, unless
 - (i) the Contract is assigned to a guardian, a custodian or a trust established for the sole benefit of the previous Owner; or
 - (ii) the assignment is for purposes of a tax qualified exchange.

Such termination will not prejudice the waiver of any withdrawal charge applicable while this Endorsement was in force.

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

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Secretary

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract to which this Endorsement is attached is amended as specified below to qualify as an Individual Retirement Annuity ("IRA") under Section 408(b) of the Internal Revenue Code of 1986, as amended (the "IRC"). Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

Owner and Annuitant

1. The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 7 of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Contract while the Owner is alive must be made to the Owner. All distributions under an Annuity Option or Annuity Income Payment Plan (referred to herein as an "Annuity Option") for a Joint and Survivor Life Annuity that are made after the Owner's death and while the Co-Annuitant is alive must be made to the Co-Annuitant.
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Nontransferable and Nonforfeitable

2. The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries. If this is an inherited IRA (within the meaning of IRC Section 408(d)(3)(C)) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this endorsement to "Owner" mean the deceased Owner. The Owner's interest under the Contract is nontransferable, and except as provided by applicable federal tax law, is nonforfeitable.
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Maximum Payments

3. A premium or Payment permitted under the Contract may not include any amounts other than a rollover contribution (as permitted by IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a nontaxable transfer from an individual retirement plan under IRC Section 7701(a)(37), a contribution made in accordance with the terms of a Simplified Employee Pension as described in IRC Section 408(k), and a contribution in cash not to exceed the amount permitted under IRC Sections 219(b) and 408(b), (or such other amount as is provided by applicable federal tax law). In particular, unless otherwise provided by applicable federal tax law:
 - A. The total cash contributions shall not exceed the "deductible amount" defined in IRC Section 219(b)(5) (\$5,000 for any taxable year beginning in 2008 and years thereafter, subject to an adjustment by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(D), such adjustments to be in multiples of \$500).
 - B. In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
 - C. In addition to the amounts described in paragraphs A and B above, an individual may make additional contributions specifically authorized by statute such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.
 - D. If this is an inherited IRA described in IRC section 408(d)(3)(C), no contributions will be accepted.
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No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an individual retirement account under IRC Section 408(a) or an individual retirement annuity under IRC Section 408(b) used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

Required Distributions Generally

4. Notwithstanding any provision of the Contract to the contrary, the distribution of the Owner's interest in the Contract shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under paragraph (f) of Section 7 of this Endorsement) must satisfy the requirements of IRC Section 408(b)(3) and the regulations thereunder, rather than Section 6 and paragraphs (a) through (g) of Section 7 of this Endorsement.

Required Beginning Date

5. As used in this Endorsement, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such later date as is provided by applicable federal tax law.

Distributions During Owner's Life

6. (a) Unless otherwise permitted under applicable federal tax law, the Owner's entire interest will commence to be distributed no later than the required beginning date over (i) the life of the Owner or the lives of the Owner and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period certain not extending beyond the life expectancy of the Owner, or joint life and last survivor expectancy of the Owner and his or her designated beneficiary.
- (b) If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic payments at intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.
- (c) The distribution periods described in paragraph (a) above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).
- (d) If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

Paragraphs (a) through (d) above do not apply to inherited IRAs within the meaning of IRC Section 408(d)(3)(C).

Distributions After Owner's Death

7. (a) If an Owner dies on or after the date when required distributions commence, the remaining portion of his or her interest in the Contract, if any, will be distributed at least as rapidly as under the Annuity Option chosen or other method of distribution being used as of the date of death.
- (b) If the Owner dies before required distributions commence, his or her entire interest in the Contract will be distributed at least as rapidly as follows:
 - (1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy initially determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death and reduced by one year in each subsequent year or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA (within the meaning of IRC Section 408(d)(3)(C)) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased Owner under IRC Section 402(c)(11), then, notwithstanding any election made by the deceased Owner pursuant to the preceding sentence,

the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

- (2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, such spouse may elect to treat the entire interest as his or her own IRA and to be treated thereafter as the Owner. If the surviving spouse does not so elect, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over the remaining life expectancy of the surviving spouse (as redetermined in each calendar year), or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's remaining life expectancy determined in the year of the spouse's death and reduced by one in each subsequent year, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.
- (3) If there is no designated beneficiary, or if applicable by operation of paragraphs (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
- (4) Life expectancy is determined by using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the spouse's or beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for such subsequent year.

If benefits under the Contract are payable in accordance with an Annuity Option provided under the Contract, life expectancy shall not be recalculated.

- (c) Except as provided in paragraphs (d), (i), and (j), an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to paragraph (b) or December 31 of the calendar year containing the fifth anniversary of the Owner's death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.
- (d) Except as provided in paragraphs (i) and (j), and notwithstanding any other paragraphs of this section 7, if the Owner dies and the sole designated beneficiary is the Owner's surviving spouse, the spouse may irrevocably elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a rollover from the Contract or fails to take required distributions as a beneficiary.
- (e) Except as provided in paragraphs (i) and (j), an irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.
- (f) Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial present value of any other benefits provided under the Contract, such as guaranteed death benefits.
- (g) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

- (h) If the Contract contains a section entitled "Death Benefit Before Annuity Commencement Date", (1) the provision entitled "Death of Annuitant" under such section is deleted; and (2) in the "Death of Owner" provision, the distribution requirements of provisions "(a)", "(d)", and "(e)" are deleted. If, after the Owner's death, the designated beneficiary dies, no additional Death Benefit is payable.
- (i) Notwithstanding the preceding paragraphs of this Section 7, if the terms of the Contract so provide, the Owner may elect the method by which distributions are to be made after his or her death, provided that any such distributions must satisfy the applicable requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder. The method of distribution elected by the Owner shall be binding on the designated beneficiary or beneficiaries (including a spouse designated beneficiary).
- (j) Notwithstanding the preceding paragraphs of this Section 7, if the Contract is an immediate annuity contract and the Owner dies prior to the First Payment Date, that date may not be changed, and any remaining interest will be distributed under the Annuity Option chosen, as amended, if necessary, to meet the requirements of IRC Sections 401(a)(9) and 408(b)(3).

Annuity Options

- 8. (a) All Annuity Options under the Contract must meet the requirements of IRC Sections 401(a)(9) and 408(b)(3). The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

- (b) Subject to paragraph (a), only a Life Annuity or Joint and Survivor Annuity offered under the Contract may be selected unless we consent to the use of an additional Annuity Option. Under a Joint and Survivor Annuity, the designated Co-Annuitant must be the Owner's spouse.

IRC Section 72(S)

- 9. All references in the Contract to IRC Section 72(s) are deleted.

Annual Reports

- 10. We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

Amendment of this Endorsement

- 11. We reserve the right to make any amendments to this Endorsement as may be necessary to comply with the applicable provisions of the IRC and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of the amended Endorsement. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

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


[Emanuel Altes]

Secretary

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract to which this Endorsement is attached is amended as specified below to qualify as a Roth IRA under Section 408A of the Internal Revenue Code of 1986, as amended (the "IRC"). Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

Owner and Annuitant

1. The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 6 of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Contract while the Owner is alive must be made to the Owner. All distributions under an Annuity Option or Annuity Income Payment Plan (referred to herein as an "Annuity Option") for a Joint and Survivor Life Annuity that are made after the Owner's death and while the Co-Annuitant is alive must be made to the Co-Annuitant.
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Nontransferable and Nonforfeitable

2. The Contract is established for the exclusive benefit of the Owner or his or her Beneficiaries. If this is an inherited IRA (within the meaning of IRC Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this endorsement to "Owner" mean the deceased Owner. The Owner's interest under the Contract is nontransferable, and except as provided by applicable federal tax law, is nonforfeitable.
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Maximum Payments

3. (a) Except in the case of a "qualified rollover contribution," a "recharacterization" (defined in (g) below), or a nontaxable transfer from another Roth IRA, no premium or Payment otherwise permitted under the Contract (referred to herein as a "Payment") will be accepted unless it is in cash and the total of such payments to all the Owner's Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in paragraph (b) below) or the Owner's compensation for that taxable year. The Payment described in the preceding sentence is hereinafter referred to as a "regular Payment". However, notwithstanding the dollar limits on contributions, an individual may make additional contributions specifically authorized by statute, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. A "qualified rollover contribution" is a rollover contribution of a distribution from an IRA that meets the requirements of IRC Section 408(d)(3), except the one-rollover-per-year rule of IRC section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). For taxable years beginning after 2007, a qualified rollover contribution includes a rollover from a designated Roth account described in Code section 402A and a rollover from an eligible retirement plan described in Code section 402(c)(8)(B). Payments may be limited under paragraphs (c) through (f) below.
- (b) Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined under (i) or (ii) below:
 - (i) If the Owner is under age 50, the Applicable Amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
 - (ii) If the Owner is 50 or older, the Applicable Amount under paragraph (i) above is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

- (c) If (i) and/or (ii) below apply, the maximum regular Payment that can be made to all of the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).
- (i) The maximum regular Payment limit is gradually reduced to \$0 between certain levels of modified adjusted gross income ("modified AGI," as defined in (g) below). For an Owner who is single or is a head of household, the maximum annual regular Payment is phased out between modified AGI of \$95,000 and \$110,000; for an Owner who is married filing a joint return or is a qualifying widow(er), between modified AGI of \$150,000 and \$160,000; and for an Owner who is married filing a separate return, between modified AGI of \$0 and \$10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular Payment determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of \$1,000.
 - (ii) If the Owner makes regular Payments to both Roth and nonRoth IRAs for a taxable year, the maximum regular Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Payments made to the Owner's nonRoth IRAs for the taxable year.
- (d) If this is an inherited IRA within the meaning of IRC Section 408(d)(3)(C), no Payments will be accepted.
- (e) No Payment will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). Also, no transfer or rollover of funds attributable to Payments made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan
- (f) A regular Payment to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the federal income tax regulations as a regular Payment to this IRA, subject to the limits in (c) above.
- (g) For purposes of (c) above, an individual's modified AGI for a taxable year is defined in IRC Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
- (h) For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in IRC Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, IRC Section 401(c)(2) shall be applied as if the term trade or business for purposes of IRC Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under IRC Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of IRC Section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA. The term "compensation" also includes any differential wage payments as defined in IRC Section 3401(h)(2).

Required Distributions Generally

4. Notwithstanding any provision of the Contract to the contrary, the distribution of the Owner's interest in this Roth IRA shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3), as modified by IRC Section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under paragraph (b)

of Section 6 of this Endorsement) must satisfy the requirements of IRC Section 408(a)(6), as modified by IRC Section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (a) through (f) of Section 6 below.

Distributions During Owner's Life

5. No amount is required to be distributed prior to the death of the Owner. If this is an inherited IRA within the meaning of IRC Section 408(d)(3)(C), this paragraph does not apply.

Distributions After Owner's Death

6. (a) Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:
- (1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with paragraph (a)(3) below. If this is an inherited IRA (within the meaning of IRC Section 408(d)(3)(C)) established for the benefit of a non-spouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased Owner under IRC Section 402(c)(11), then, notwithstanding any election made by the deceased Owner pursuant to the preceding sentence, the non-spouse designated beneficiary may elect to have distributions made under this paragraph (a)(1) if the transfer is made no later than the end of the year following the year of death.
 - (2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later) over such spouse's life, or over the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (a)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the surviving spouse or, if elected, will be distributed in accordance with paragraph (a)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.
 - (3) If there is no designated beneficiary or, if applicable, by operation of paragraph (a)(1) or (a)(2) above, the entire interest shall be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (a)(2) above).
 - (4) Life expectancy is determined by using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraphs (a)(1) or (2) above and reduced by 1 for such subsequent year.
- If benefits under the Contract are payable in accordance with an Annuity Option provided under the Contract, life expectancy shall not be recalculated.
- (b) Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable bases (except for acceleration), the "interest" in the Contract includes the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.

- (c) For purposes of paragraphs (a)(2) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (d) Except as otherwise provided in paragraphs (h) and (i), and notwithstanding any other paragraph of this Section 6, if the Owner dies and the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Contract as his or her Roth IRA. This election will be deemed to have been made if such surviving spouse makes a rollover from the Contract or fails to take required distributions as a beneficiary.
- (e) Except as provided in paragraphs (d), (h), and (i), an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to paragraph (a) or December 31 of the calendar year containing the fifth anniversary of the Owner's death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.
- (f) Except as provided in paragraphs (h) and (i), an irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.
- (g) If the Contract contains a section entitled "Death Benefit Before Annuity Commencement Date", (1) the provision entitled "Death of Annuitant" under such section is deleted; and (2) in the "Death of Owner" provision, the distribution requirements of provisions "(a)", "(d)", and "(e)" are deleted. If, after the Owner's death, the designated beneficiary dies, no additional Death Benefit is payable.
- (h) Notwithstanding the preceding paragraphs of this Section 6, if the terms of the Contract so provide, the Owner may elect the method by which distributions are to be made after his or her death, provided that any such distributions must satisfy the applicable requirements of IRC Sections 401(a)(9) and 408(b)(3), as modified by IRC Section 408A(c)(5), and the regulations thereunder. The method of distribution elected by the Owner shall be binding on the designated beneficiary or beneficiaries (including a spouse designated beneficiary).
- (i) Notwithstanding the preceding paragraphs of this Section 6, if the Contract is an immediate annuity contract and the Owner dies prior to the First Payment Date, that date may not be changed, and any remaining interest will be distributed under the Annuity Option chosen, as amended, if necessary, to meet the requirements of IRC Sections 401(a)(9) and 408(b)(3).

Annuity Options

- 7. All Annuity Options under the Contract must meet the requirements applicable to Roth IRAs under the IRC and applicable federal income tax regulations. The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements.

IRC Section 72(s)

- 8. All references in the Contract to IRC Section 72(s) are deleted.

Annual Reports

9. We will furnish annual calendar year reports concerning the status of the Contract and such information concerned required minimum distribution as is prescribed by the Commissioner of Internal Revenue.

Amendment of this Endorsement

10. We reserve the right to make any amendments to this Endorsement as may be necessary to comply with the applicable provisions of the IRC and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of the amended Endorsement. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

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

[*Emmanuel Alves*]

Secretary

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract to which this Endorsement is attached is amended as specified below to qualify as a simple retirement annuity under Section 408(p) of the Internal Revenue Code of 1986, as amended ("IRC"). **We are not a designated financial institution within the meaning of IRC Section 408(p)(7).** Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

Owner and Annuitant

1. The Owner must be one natural person who is the sole Owner of the Contract and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 7 of this Endorsement, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Contract while the Owner is alive must be made to the Owner. All distributions under an Annuity Option or Annuity Income Payment Plan (referred to herein as an "Annuity Option") for a Joint and Survivor Life Annuity that are made after the Owner's death and while the Co-Annuitant is alive must be made to the Co-Annuitant.
-

Nonforfeitable and Nontransferable

2. The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries. If this is an inherited IRA (within the meaning of IRC Section 408(d)(3)(C)) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this endorsement to "Owner" mean the deceased Owner. The Owner's interest under the Contract is nontransferable, and except as provided by applicable federal tax law, is nonforfeitable.
-

Maximum Payments

3. This Contract will accept only:
 - (a) a cash contribution made by an employer on behalf of the Owner under a SIMPLE IRA plan that meets the requirements of IRC Section 408(p) of the Internal Revenue Code, and
 - (b) a rollover contribution or a transfer of assets from another SIMPLE IRA of the Owner.
-

No other premium or Payment will be accepted.

Required Distributions Generally

4. Notwithstanding any provision of this Contract to the contrary, the distribution of the Owner's interest in the Contract shall be made in accordance with the requirements of IRC Section 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under paragraph (f) of Section 7) must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than Section 6 and paragraphs (a) through (g) of Section 7 of this Endorsement.
-

Required Beginning Date

5. As used in this Endorsement, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such later date provided by applicable federal tax law.
-

Distributions During Owner's Life

6. (a) Unless otherwise permitted under applicable federal tax law, the Owner's entire interest will commence to be distributed no later than the required beginning date over (i) the life of the Owner or the lives of the Owner and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period certain not extending beyond the life expectancy of the Owner, or joint life and last survivor expectancy of the Owner and his or her designated beneficiary.
- (b) If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic payments at intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations. If this is an inherited IRA within the meaning of IRC Section 408(d)(3)(C), this paragraph and paragraphs (c) and (d) below do not apply.
- (c) The distribution periods described in paragraph (a) above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).
- (d) If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

Distributions After Owner's Death

7. (a) If an Owner dies on or after required distributions commence, the remaining portion of his or her interest in the Contract, if any, will be distributed at least as rapidly as under the Annuity Option chosen.
- (b) If the Owner dies before required distributions commence, his or her entire interest in the Contract will be distributed at least as rapidly as follows:
 - (1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with paragraph (b)(3) below.
 - (2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life, or over the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.
 - (3) If there is no designated beneficiary, or if applicable by operation of paragraphs (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
 - (4) Life expectancy is determined by using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole

designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for such subsequent year.

If benefits under the Contract are payable in accordance with an Annuity Option provided under the Contract, life expectancy shall not be recalculated.

- (c) Except as provided in paragraphs (d), (i), and (j), an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to paragraph (b) or December 31 of the calendar year containing the fifth anniversary of the Owner's death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.
- (d) Except as provided in paragraphs (i) and (j), and notwithstanding the other paragraphs of this Section 7, if the Owner dies and the sole designated beneficiary is the Owner's surviving spouse, the spouse may irrevocably elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a rollover from the Contract or fails to take required distributions as a beneficiary.
- (e) Except as provided in paragraphs (i) and (j), an irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.
- (f) Unless otherwise provided under applicable federal tax law, the "interest" in the Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Contract includes the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.
- (g) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (h) If the Contract contains a section entitled "Death Benefit Before Annuity Commencement Date", (1) the provision entitled "Death of Annuitant" under such section is deleted; and (2) in the "Death of Owner" provision, the distribution requirements of provisions "(a)", "(d)", and "(e)" are deleted. If, after the Owner's death, the designated beneficiary dies, no additional Death Benefit is payable.
- (i) Notwithstanding the preceding paragraphs of this Section 7, if the terms of the Contract so provide, the Owner may elect the method by which distributions are to be made after his or her death, provided that any such distributions must satisfy the applicable requirements of IRC Section 401(a)(9) and the regulations thereunder. The method of distribution elected by the Owner shall be binding on the designated beneficiary or beneficiaries (including a spouse designated beneficiary).
- (j) Notwithstanding the preceding paragraphs of this Section 7, if the Contract is an immediate annuity contract and the Owner dies prior to the First Payment Date, that date may not be changed, and any remaining interest will be distributed under the Annuity Option chosen, as amended, if necessary, to meet the requirements of IRC Sections 401(a)(9) and 408(b)(3).

Annuity Options

- 8. (a) All Annuity Options under the Contract must meet the requirements of IRC Sections 401(a)(9) and 408(b)(3). The provisions of this Endorsement reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

- (b) Subject to paragraph (a), only a Life Annuity or Joint and Survivor Annuity offered under the Contract may be selected unless we consent to the use of an additional Annuity Option. Under a Joint and Survivor Annuity, the designated Co-Annuitant must be the Owner's spouse.

Restriction on Rollovers and Transfers Within Two Years

- 9. Prior to the expiration of the 2-year period beginning on the date the Owner first participated in any SIMPLE IRA plan maintained by the Owner's employer, any rollover or transfer by the Owner of funds from this Contract must be made to another SIMPLE IRA of the Owner. Any distribution of funds to the Owner during this 2-year period may be subject to a 25 percent additional tax if the Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this 2-year period, the Owner may rollover or transfer funds to any IRA of the Owner that is qualified under IRC Section 408(a), (b) or (p), or to another eligible retirement plan described in IRC Section 402(c)(8)(B).

IRC Section 72(s)

- 10. All references in the Contract to IRC Section 72(s) are deleted.

Annual Reports and Summary Descriptions

- 11. We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distribution as is prescribed by the Commissioner of Internal Revenue.

If contributions made on behalf of the Owner under a SIMPLE IRA plan maintained by the Owner's employer are received directly by us from the employer, we will provide the employer with the summary description required by IRC Section 408(1)(2)(B).

Amendment of this Endorsement

- 12. We reserve the right to make any amendments to this Endorsement as may be necessary to comply with the applicable provisions of the IRC and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of the amended Endorsement. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

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

[]

Secretary

QUALIFIED PLAN ENDORSEMENT SECTION 401(a) PLANS

The Contract to which this Endorsement is attached is amended as specified below. The amendments included in this Endorsement are intended to coordinate with the requirements of section 401(a) of the Internal Revenue Code (hereinafter "IRC," including regulations and other applicable guidance issued thereunder), that are applicable to a qualified retirement plan with regard to which the Contract is purchased (hereinafter "retirement plan"). Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control. The benefits of a Participant in the retirement plan are determined under the terms of such plan, including the calculation of benefits, distribution options and other rights, and such terms shall not modify the Contract or Endorsement. The employer sponsor of the retirement plan is solely responsible for ensuring that the plan documents and operations satisfy the qualification requirements of the IRC, including determining that contributions and benefits under such plan do not exceed the applicable limits of IRC Section 415, and satisfying any other legal obligations imposed on the plan under the IRC, Employee Retirement Income Security Act (hereinafter "ERISA", including regulations and other applicable guidance issued thereunder) or other applicable laws. The Company does not serve as the plan administrator or the document provider for the retirement plan.

1. Owner and Annuitant

The Owner of the Contract must be either (i) a trustee or custodian of the retirement plan that is intended to satisfy the requirements of IRC Sections 401(a) or 403(a), or (ii) if the conditions of this Section 1 of this Endorsement are satisfied, an employee or former employee covered by such a plan (hereinafter "Employee") or the Employee's beneficiary or alternate payee to whom ownership is transferred in satisfaction of the retirement plan's benefit obligations. Ownership may be transferred to an Employee or an Employee's beneficiary or alternate payee only if payment of the retirement plan's benefit obligations commence under an Annuity Option provided under the Contract (as described in Section 4 of this Endorsement) or an Annuity Income Payment Plan (hereinafter collectively referred to as "Annuity Option") and any and all distribution elections required under the terms of the plan or under the IRC and ERISA, including any spousal consent required under IRC section 417, have been satisfied prior to the transfer. The term "Participant" as used in this Endorsement shall mean the Employee for whose benefit the employer has established the retirement plan and purchased this Contract (or the Employee's beneficiary or alternate payee).

Except as permitted by applicable federal law, the Annuitant shall be the Employee and the Annuitant cannot be changed. Prior to the Maturity Date, the Co-Annuitant can be changed, but such change shall not require any distributions under the Contract.

2. Nontransferable

Ownership of this Contract may not be transferred except: (1) to the Participant under the conditions described in Section 1 of this Endorsement; (2) to a trustee or successor trustee of the retirement plan; or (3) as otherwise permitted under the IRC.

If the Contract is transferred to the Participant, the Participant becomes the Owner of the Contract and, with the exception of a transfer incident to a divorce or separation instrument in accordance with IRC Section 401(a)(13)(B), thereafter may not assign, sell, transfer, or discount the Contract, or pledge it as collateral for a loan or as security for the performance of an obligation or for any other purpose, other than to us. .

3. Required Distributions Generally

Notwithstanding any provision of the Contract to the contrary, the distribution of the Participant's interest in the Contract shall be made in accordance with the requirements of IRC Section 401(a)(9). The employer sponsor of the retirement plan, and not the Company, is responsible for determining the minimum required distributions for any Participant or beneficiary.

4. Annuity Options and Annuity Payments

- (a) A Participant's distribution options under the qualified retirement plan are determined by the plan terms. Except to the extent the IRC would permit us to offer different Annuity Options that are agreed to by us and such options are so permitted under the retirement plan that governs the Participant's benefit, only Annuity Options 1 and 2 shall be available under this Contract.
- (b) All Annuity Options under the Contract must meet the requirements of IRC Section 401(a)(9). If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).
- (c) (Only Annuity Options 1 and 2 under the section entitled "Description of Annuity Options" shall be offered unless we consent to the use of an additional option. Under Annuity Options 2(a) and 2(b), the Annuitant must be the Employee and the designated Co-Annuitant must be the Employee's spouse.

5. Death Benefit

If the Contract contains a section entitled "Death Benefit Before Annuity Commencement Date," the first sentence of the paragraph "Death of Annuitant" is deleted, and the second sentence is modified to read as follows: "If any Owner is not an individual, the death of the Annuitant (but not of the Co-Annuitant) is treated as the death of an Owner". Under the paragraph "Death of Owner," (i) the distribution requirements of provisions "(d)" and "(e)" are deleted; (ii) if, after the Participant's death, the designated beneficiary dies before the Annuity Commencement Date, no Death Benefit is payable; and, (iii) if the Owner is an individual who is a trustee or custodian of a retirement plan, no Death Benefit is payable upon the death of the Owner.

6. Maturity Value

NO MANDATORY DISTRIBUTIONS IF CONTRACT VALUE EXCEEDS \$1,000

- (a) If, prior to the Annuity Commencement Date, no Payments have been made for two consecutive Contract Years, and the Contract Value at the end of such two-year period exceeds \$1,000, We will not exercise our right to pay the Owner the Contract Value (less any Debt and applicable Annual Administration Fee) and cancel this Contract, and
- (b) If the Contract Value is greater than \$1,000, as determined on the first day of the month preceding the Annuity Commencement Date, in accordance with the requirements of IRC Sections 411(a)(11) and 417, we will not exercise our right to pay the Contract Value on the Annuity Commencement Date in one lump sum in lieu of annuity benefits.

7. Direct Rollovers

Notwithstanding any provision of the Contract to the contrary that would otherwise limit a distributee's election under this Section 7 of the Endorsement, a distributee may elect, at the time and in the manner prescribed by us, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is a hardship distribution; any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under IRC Section 401(a)(9); and, with the exception of amounts rolled over to a traditional IRA or transferred in a direct trustee-to-trustee transfer to a qualified trust that is permitted to accept such amounts and that separately accounts for pre-tax and after-tax amounts, the portion of any distribution that is not includible in gross income.

An eligible retirement plan is a qualified plan described in IRC Sections 401(a) or 403(a), an annuity described in IRC Section 403(b), a custodial account described in IRC Section 403(b)(7), an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), or an eligible deferred compensation plan described in IRC Section 457(b) maintained by a state employer, as described in IRC Section 457(e)(1)(A), that accepts the distributee's eligible rollover distribution.

A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse, and the Employee's or former Employee's spouse or former spouse who is the alternative payee under a qualified domestic relations order, as defined in IRC Section 414(p), are distributees with regard to the interest of the spouse or former spouse.

A direct rollover is a payment by us to the eligible retirement plan specified by the distributee.

8. IRC Section 72(s)

All references in the Contract to IRC Section 72(s) are deleted from the Contract.

9. Amendment

We reserve the right to amend this Endorsement to the extent necessary or required to comply with IRC Section 401(a), ERISA, or other applicable law. Any such amendment will be subject to any necessary regulatory approvals and, where required, approval of the Owner. We will send you a copy of the amended Endorsement. We will not be responsible for any adverse tax consequences resulting from the Owner's rejection of any such amendment.

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

 [Emanuel Alves]

Secretary

SERFF Tracking Number: MALF-127019170 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 48225
 Company Tracking Number: VENTURE11 ET AL
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: 2011 Variable Product (May, 2011)
 Project Name/Number: /

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Applications are attached in the Forms tab for approval as part of this filing.

Item Status: **Status Date:**

Satisfied - Item: Statements of Variability

Comments:

Attachments:

- SOV -VENTURE11 (Contract).pdf
- SOV - SPVENB11 (Ven Specs).pdf
- SOV - SPVENL11 (Ven4 Specs).pdf
- SOV - SPVENWB11 (Frontier Specs).pdf
- SOV - SPVENWL11 (Frontier FA Specs).pdf
- SOV - APPVENB11 (Venture).pdf
- SOV - APPVENL11 (Ven4).pdf
- SOV - APPVENW0511 (Frontier).pdf
- SOV - BR001Q11 et al (GMWB).pdf
- SOV - BR010R11 (ASDB).pdf
- SOV - END00211 (DCA).pdf
- SOV - NSEND00111.pdf
- SOV - Qual Plan Endorsements.pdf

Item Status: **Status Date:**

Satisfied - Item: Certification - Reg 6

Comments:

Attachment:

AR - Certification Reg 6 (Variable Contracts).pdf

Item Status: **Status**

SERFF Tracking Number: MALF-127019170 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 48225
Company Tracking Number: VENTURE11 ET AL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: 2011 Variable Product (May, 2011)
Project Name/Number: /

Date:

Satisfied - Item: Certification (Regs 19, 49 et al)

Comments:

Attachment:

AR - Certification.pdf

STATEMENT OF VARIABILITY
May, 2011
John Hancock Life Insurance Company (U.S.A.)

Contract Form Number VENTURE.11

Variable fields in the above-referenced forms are indicated by brackets [].

CONTRACT COVER PAGE	
Logo (front and back covers)	Logo may be updated as necessary should change occur in the future.
Right to Review	The review period will be either 10 days or 30 days as follows: <ul style="list-style-type: none">▪ 10 days - contracts not issued as replacements▪ 30 days - replacement contracts
Officer Signature & Name	May be updated as necessary should a change in officer occur in the future
Annuities Service Center & Overnight Mailing Address	Address, phone and website may be updated as necessary should change occur in the future

STATEMENT OF VARIABILITY
 May, 2011
 John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VENB.11

Variable fields in the above-referenced forms are indicated by brackets [].

SPECIFICATIONS PAGES FORMS	
<p>An asterisk (*) indicates the value for the Variable Field varies based on data specific to the Owner.</p> <p>The values for other Variable Fields may differ by class of owner. A class is defined as a group of owners with substantial commonality, such as date of issue, distribution channel through which the plan is offered, or by amount of initial deposit. Multiple variations may be available concurrently. For instance, distribution channel A may offer a flat contract asset fee while channel B offers a banded asset fee. The value of such variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.</p>	
Variable Fields	Description
Type of Contract*	Qualified (i.e. IRA, Roth IRA, SEP IRA, SIMPLE IRA, 401(k) 401(a), 403(b)). Descriptions such as "Beneficiary" "Trustee" or "Custodian" may be included as appropriate to the owner's contract type. OR Non-Qualified
Contract Date*	Issue date of the contract
Contract Number*	Number assigned by our system.
Issue State*	State abbreviation of issue state
Owner*	Name of the Owner
Owner's Age & Sex*	Age and sex of Owner
Annuitant*	Name of annuitant
Annuitant's Age & Sex*	Age and sex of the Annuitant
Co-Owner*	Name of Co-Owner, if applicable
Co-Owner's Age & Sex*	Age and sex of Co-Owner, if applicable
Co-Annuitant*	Name of Co-Annuitant, if applicable.
Co-Annuitant's Age & Sex*	Age and sex of the Co-Annuitant, if applicable
Plan	Marketing name of the product. This may vary by distribution channel
Guaranteed Minimum Withdrawal Benefit statement	The GMWB purpose statement will appear when a Guaranteed Minimum Withdrawal Benefit rider is issued.
Contract Asset Fee	The Asset Fee shall be either a. or b. a. a single, flat percentage – For example: 1.25% Fee percentage: 0.25% to 2.00%

STATEMENT OF VARIABILITY

May, 2011

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

Specifications Form Number SP.VENB.11

	<p>OR</p> <p>b. a banded fee schedule with 2 – 7 years-based bands. The fee percentage at any band will be no less than 0.25% and no more than 2.50%. The submitted John Doe Specifications Page form illustrates a banded fee schedule.</p>
<p>Annual Contract Fee</p>	<p>The Annual Contract Fee shall be either a. or b.</p> <p>a. a single, flat dollar amount – For example: [\$50¹] [¹Prior to the Annuity Commencement Date, when the Annual Contract Fee is to be assessed, if the sum of all of your Investment Accounts exceed [\$100,000], the Annual Contract Fee may be waived.]</p> <p>WHERE the range of values are: Annual Contract Fee: \$10 - \$50</p> <p>Waiver Footnote: Sum of Investment Accounts: \$10,000 - \$250,000. The waiver may be entirely deleted on a uniform and non-discriminatory basis.</p> <p>OR</p> <p>b. a banded fee schedule. When an owner elects to receive confirmations electronically, a reduced Annual Contract Fee will apply due to the decreased administrative expenses associated with such a contract. The submitted John Doe Specifications Page form illustrates a banded fee schedule.</p> <p>The Annual Contract Fee will range as follows</p> <ul style="list-style-type: none"> ▪ Owner Elects Electronic Delivery of Financial Transaction Confirmations: \$0 - \$20 ▪ Electronic Delivery of Financial Transaction Confirmations Is Not Elected by Owner: \$30 - \$50
<p>Payment Limits</p>	<p>Minimum Additional Payment Amount: \$10 - \$250. Maximum Amount: \$500,000 - \$2,500,000</p>
<p>Limitations on Amount of Partial Withdrawals</p>	<p>Minimum Amount of Partial Withdrawal: \$100 - \$500 Minimum Investment Account Balance: \$100 - \$500 Minimum Remaining Contract Value: \$100 - \$1,000</p>
<p>Table of Withdrawal Charges</p>	<p>Number of Years: 1 - 10 Percentage: no greater than 10% for any year: The waiver paragraph will appear as shown when the Contract is issued to persons described therein. The family members for which the waiver applies may vary for new issues or by broker/dealer.</p>

STATEMENT OF VARIABILITY

May, 2011

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

Specifications Form Number SP.VENB.11

<p>Initial Allocation of Net Payment*</p>	<ul style="list-style-type: none"> ▪ Initial Payment: the amount of the initial Payment made by the Owner. The initial investment account allocation chosen by the Owner from the Available Investment Options will appear. ▪ Dollar Cost Averaging (DCA) Account Investment Options: This provision will appear when a 6 month or 12 month DCA option offered by us is chosen by the owner. The percentage allocated to the chosen DCA option will be listed followed by: <ul style="list-style-type: none"> ○ Initial Interest Rate: 1.00% - 12.00%, as determined by the Company on a non-discriminatory basis. ○ Initial Guarantee Expiration Date: as determined based on the term of the chosen DCA option in relation to the Contract Date. ▪ Variable Investment Options: Variable investment option(s) and percentage allocated to each option as chosen by the owner.
<p>Available Investment Options</p>	<p>Variable Account: The Variable Account designation (shown as John Hancock Life Insurance Company (U.S.A.) Separate Account H on the Specifications Page) may vary based on the Separate Account offered by us for the product.</p> <p>We may add or delete investment options at any time, as permitted by applicable law.</p> <p>We may limit the investment options made available in conjunction with certain optional riders.</p>
<p>Optional Riders*</p>	<p>Rider data will appear or not depending on the Owner's election of an available rider. The data included here is variable by class of owner in that should subsequently-approved riders be offered in the future, the data applicable to such rider(s) will appear as described below. We may discontinue new sales of any rider at any time.</p> <ul style="list-style-type: none"> ▪ Rider title and marketing name of the rider will appear. "Not Elected" will follow the rider title if the Owner does not elect the rider. Rider Date and Fee Percentage items will then be deleted. ▪ Rider Date: Issue date of rider ▪ Rider Fee Percentage: in accordance with the rider fee data applicable to the rider elected, as specified in the Statement of Variability filed for that rider. ▪ Total Asset Fee Percentage: Total of the Rider Fee Percentage and the Contract Asset Fee will appear as applicable to the selected rider. Varies based on the underlying Contract Asset Fee and the Rider Fee.
<p>Maturity Date*</p>	<p>Not later than the 1st of the month following the Annuitant's age 95</p>
<p>Annuity Payments – General Information</p>	<p>The smallest annual rate of return needed so variable annuity payments will not decrease may vary based on the Variable Annuity assumed interest rate and the Contract Asset Fee.</p>

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Beneficiary Information*	Beneficiary(ies) information as indicated by the Owner on the application will appear.
Disclosures	This section will appear if the Type of Contract is Qualified.

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 May, 2011
 John Hancock Life Insurance Company (U.S.A.)

Specifications Form Number SP.VEN-L.11

Variable fields in the above-referenced forms are indicated by brackets [].

SPECIFICATIONS PAGES FORMS	
<p>An asterisk (*) indicates the value for the Variable Field varies based on data specific to the Owner.</p> <p>The values for other Variable Fields may differ by class of owner. A class is defined as a group of owners with substantial commonality, such as date of issue, distribution channel through which the plan is offered, or by amount of initial deposit. Multiple variations may be available concurrently. For instance, distribution channel A may offer a flat contract asset fee while channel B offers a banded asset fee. The value of such variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.</p>	
Variable Fields	Description
Type of Contract*	Qualified (i.e. IRA, Roth IRA, SEP IRA, SIMPLE IRA, 401(k) 401(a), 403(b)). Descriptions such as "Beneficiary" "Trustee" or "Custodian" may be included as appropriate to the owner's contract type. OR Non-Qualified
Contract Date*	Issue date of the contract
Contract Number*	Number assigned by our system.
Issue State*	State abbreviation of issue state
Owner*	Name of the Owner
Owner's Age & Sex*	Age and sex of Owner
Annuitant*	Name of annuitant
Annuitant's Age & Sex*	Age and sex of the Annuitant
Co-Owner*	Name of Co-Owner, if applicable
Co-Owner's Age & Sex*	Age and sex of Co-Owner, if applicable
Co-Annuitant*	Name of Co-Annuitant, if applicable.
Co-Annuitant's Age & Sex*	Age and sex of the Co-Annuitant, if applicable
Plan	Marketing name of the product. This may vary by distribution channel
Guaranteed Minimum Withdrawal Benefit statement	The GMWB purpose statement will appear when a Guaranteed Minimum Withdrawal Benefit rider is issued.
Contract Asset Fee	The Asset Fee shall be either a. or b. a. a single, flat percentage – The submitted John Doe Specifications Page form illustrates a flat percentage fee schedule.

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	<p>Fee percentage: 0.75% to 2.50%</p> <p>OR</p> <p>b. a banded fee schedule with 2 – 7 years-based bands. The fee percentage at any band will be no less than 0.25% and no more than 2.50%. For example: 1.25% years 1-3 1.10% years 4+</p>
<p>Annual Contract Fee</p>	<p>The Annual Contract Fee shall be either a. or b.</p> <p>a. a single, flat dollar amount – For example: [\$50¹]</p> <p>[¹Prior to the Annuity Commencement Date, when the Annual Contract Fee is to be assessed, if the sum of all of your Investment Accounts exceed [\$100,000], the Annual Contract Fee may be waived.]</p> <p>WHERE the range of values are: Annual Contract Fee: \$10 - \$50</p> <p>Waiver Footnote: Sum of Investment Accounts: \$10,000 - \$250,000. The waiver may be entirely deleted on a uniform and non-discriminatory basis.</p> <p>OR</p> <p>b. a banded fee schedule. When an owner elects to receive confirmations electronically, a reduced Annual Contract Fee will apply due to the decreased administrative expenses associated with such a contract. The submitted John Doe Specifications Page form illustrates a banded fee schedule.</p> <p>The Annual Contract Fee will range as follows:</p> <ul style="list-style-type: none"> ▪ Owner Elects Electronic Delivery of Financial Transaction Confirmations: \$0 - \$20 ▪ Electronic Delivery of Financial Transaction Confirmations Is Not Elected by Owner: \$30 - \$50
<p>Payment Limits</p>	<p>Minimum Additional Payment Amount: \$10 - \$250. Maximum Amount: \$500,000 - \$2,500,000</p>
<p>Limitations on Amount of Partial Withdrawals</p>	<p>Minimum Amount of Partial Withdrawal: \$100 - \$500 Minimum Investment Account Balance: \$100 - \$500 Minimum Remaining Contract Value: \$100 - \$1,000</p>
<p>Table of Withdrawal Charges</p>	<p>Number of Years: 1 - 5 Percentage: no greater than 10% for any year</p> <p>The waiver paragraph will appear as shown when the Contract is issued to persons described therein. The family members for which the waiver applies may vary for new issues or by broker/dealer.</p>

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Initial Allocation of Net Payment*	<ul style="list-style-type: none">▪ Initial Payment: the amount of the initial Payment made by the Owner. The initial investment account allocation chosen by the Owner from the Available Investment Options will appear.▪ Dollar Cost Averaging (DCA) Account Investment Options: This provision will appear when a 6 month or 12 month DCA option offered by us is chosen by the owner. The percentage allocated to the chosen DCA option will be listed followed by:<ul style="list-style-type: none">○ Initial Interest Rate: 1.00% - 12.00%, as determined by the Company on a non-discriminatory basis.○ Initial Guarantee Expiration Date: as determined based on the term of the chosen DCA option in relation to the Contract Date.▪ Variable Investment Options: Variable investment option(s) and percentage allocated to each option as chosen by the owner.
Available Investment Options	<p>Variable Account: The Variable Account designation (shown as John Hancock Life Insurance Company (U.S.A.) Separate Account H on the Specifications Page) may vary based on the Separate Account offered by us for the product.</p> <p>We may add or delete investment options at any time, as permitted by applicable law.</p> <p>We may limit the investment options made available in conjunction with certain optional riders.</p>
Optional Riders*	<p>Rider data will appear or not depending on the Owner's election of an available rider. The data included here is variable by class of owner in that should subsequently-approved riders be offered in the future, the data applicable to such rider(s) will appear as described below. We may discontinue new sales of any rider at any time.</p> <ul style="list-style-type: none">▪ Rider title and marketing name of the rider will appear. "Not Elected" will follow the rider title if the Owner does not elect the rider. Rider Date and Fee Percentage items will then be deleted.▪ Rider Date: Issue date of rider▪ Rider Fee Percentage: in accordance with the rider fee data applicable to the rider elected, as specified in the Statement of Variability filed for that rider.▪ Total Asset Fee Percentage: Total of the Rider Fee Percentage and the Contract Asset Fee will appear as applicable to the selected rider. Varies based on the underlying Contract Asset Fee and the Rider Fee.
Maturity Date*	Not later than the 1 st of the month following the Annuitant's age 95
Annuity Payments – General Information	The smallest annual rate of return needed so variable annuity payments will not decrease may vary based on the Variable Annuity assumed interest rate and the Contract Asset Fee.

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Specifications Form Number SP.VEN-L.11

Beneficiary Information*	Beneficiary(ies) information as indicated by the Owner on the application will appear.
Disclosures	This section will appear if the Type of Contract is Qualified.

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Variable fields in the above-referenced forms are indicated by brackets [].

SPECIFICATIONS PAGES FORMS	
<p>An asterisk (*) indicates the value for the Variable Field varies based on data specific to the Owner.</p> <p>The values for other Variable Fields may differ by class of owner. A class is defined as a group of owners with substantial commonality, such as date of issue, distribution channel through which the plan is offered, or by amount of initial deposit. Multiple variations may be available concurrently. For instance, distribution channel A may offer a flat contract asset fee while channel B offers a banded asset fee. The value of such variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.</p>	
Variable Fields	Description
Type of Contract*	Qualified (i.e. IRA, Roth IRA, SEP IRA, SIMPLE IRA, 401(k) 401(a), 403(b)). Descriptions such as "Beneficiary" "Trustee" or "Custodian" may be included as appropriate to the owner's contract type. OR Non-Qualified
Contract Date*	Issue date of the contract
Contract Number*	Number assigned by our system.
Issue State*	State abbreviation of issue state
Owner*	Name of the Owner
Owner's Age & Sex*	Age and sex of Owner
Annuitant*	Name of annuitant
Annuitant's Age & Sex*	Age and sex of the Annuitant
Co-Owner*	Name of Co-Owner, if applicable
Co-Owner's Age & Sex*	Age and sex of Co-Owner, if applicable
Co-Annuitant*	Name of Co-Annuitant, if applicable.
Co-Annuitant's Age & Sex*	Age and sex of the Co-Annuitant, if applicable
Plan	Marketing name of the product. This may vary by distribution channel
Guaranteed Minimum Withdrawal Benefit statement	The GMWB purpose statement will appear when a Guaranteed Minimum Withdrawal Benefit rider is issued.
Contract Asset Fee	The Asset Fee shall be either a. or b. a. a single, flat percentage – For example: 1.25% Fee percentage: 0.25% to 2.00%

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	<p>OR</p> <p>b. a banded fee schedule with 2 – 7 years-based bands. The fee percentage at any band will be no less than 0.25% and no more than 2.50%. The submitted John Doe Specifications Page form illustrates a banded fee schedule.</p>
<p>Annual Contract Fee</p>	<p>The Annual Contract Fee shall be either a. or b.</p> <p>a. a single, flat dollar amount – For example: [\$50¹] [¹Prior to the Annuity Commencement Date, when the Annual Contract Fee is to be assessed, if the sum of all of your Investment Accounts exceed [\$100,000], the Annual Contract Fee may be waived.]</p> <p>WHERE the range of values are: Annual Contract Fee: \$10 - \$50</p> <p>Waiver Footnote: Sum of Investment Accounts: \$10,000 - \$250,000. The waiver may be entirely deleted on a uniform and non-discriminatory basis.</p> <p>OR</p> <p>b. a banded fee schedule. When an owner elects to receive confirmations electronically, a reduced Annual Contract Fee will apply due to the decreased administrative expenses associated with such a contract. The submitted John Doe Specifications Page form illustrates a banded fee schedule.</p> <p>The Annual Contract Fee will range as follows:</p> <ul style="list-style-type: none"> ▪ Owner Elects Electronic Delivery of Financial Transaction Confirmations: \$0 - \$20 ▪ Electronic Delivery of Financial Transaction Confirmations Is Not Elected by Owner: \$30 - \$50
<p>Payment Limits</p>	<p>Minimum Additional Payment Amount: \$10 - \$250. Maximum Amount: \$500,000 - \$2,500,000</p>
<p>Limitations on Amount of Partial Withdrawals</p>	<p>Minimum Amount of Partial Withdrawal: \$100 - \$500 Minimum Investment Account Balance: \$100 - \$500 Minimum Remaining Contract Value: \$100 - \$1,000</p>
<p>Table of Withdrawal Charges</p>	<p>Number of Years: 1 - 10 Percentage: no greater than 10% for any year</p> <p>The waiver paragraph will appear as shown when the Contract is issued to persons described therein. The family members for which the waiver applies may vary for new issues or by broker/dealer.</p>

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Specifications Form Number SP.VENW-B.11

Initial Allocation of Net Payment*	<ul style="list-style-type: none">▪ Initial Payment: the amount of the initial Payment made by the Owner. The initial investment account allocation chosen by the Owner from the Available Investment Options will appear.▪ Dollar Cost Averaging (DCA) Account Investment Options: This provision will appear when a 6 month or 12 month DCA option offered by us is chosen by the owner. The percentage allocated to the chosen DCA option will be listed followed by:<ul style="list-style-type: none">○ Initial Interest Rate: 1.00% - 12.00%, as determined by the Company on a non-discriminatory basis.○ Initial Guarantee Expiration Date: as determined based on the term of the chosen DCA option in relation to the Contract Date.▪ Variable Investment Options: Variable investment option(s) and percentage allocated to each option as chosen by the owner.
Available Investment Options	<p>Variable Account: The Variable Account designation (shown as John Hancock Life Insurance Company (U.S.A.) Separate Account H on the Specifications Page) may vary based on the Separate Account offered by us for the product.</p> <p>We may add or delete investment options at any time, as permitted by applicable law.</p> <p>We may limit the investment options made available in conjunction with certain optional riders.</p>
Optional Riders*	<p>Rider data will appear or not depending on the Owner's election of an available rider. The data included here is variable by class of owner in that should subsequently-approved riders be offered in the future, the data applicable to such rider(s) will appear as described below. We may discontinue new sales of any rider at any time.</p> <ul style="list-style-type: none">▪ Rider title and marketing name of the rider will appear. "Not Elected" will follow the rider title if the Owner does not elect the rider. Rider Date and Fee Percentage items will then be deleted.▪ Rider Date: Issue date of rider▪ Rider Fee Percentage: in accordance with the rider fee data applicable to the rider elected, as specified in the Statement of Variability filed for that rider.▪ Total Asset Fee Percentage: Total of the Rider Fee Percentage and the Contract Asset Fee will appear as applicable to the selected rider. Varies based on the underlying Contract Asset Fee and the Rider Fee.
Maturity Date*	Not later than the 1 st of the month following the Annuitant's age 95
Annuity Payments – General Information	The smallest annual rate of return needed so variable annuity payments will not decrease may vary based on the Variable Annuity assumed interest rate and the Contract Asset Fee.

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

Specifications Form Number SP.VENW-B.11

Beneficiary Information*	Beneficiary(ies) information as indicated by the Owner on the application will appear.
Disclosures	This section will appear if the Type of Contract is Qualified.

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 May, 2011
 John Hancock Life Insurance Company (U.S.A.)
 Specifications Form Number SP.VENW-L.11

Variable fields in the above-referenced forms are indicated by brackets [].

SPECIFICATIONS PAGES FORMS	
<p>An asterisk (*) indicates the value for the Variable Field varies based on data specific to the Owner.</p> <p>The values for other Variable Fields may differ by class of owner. A class is defined as a group of owners with substantial commonality, such as date of issue, distribution channel through which the plan is offered, or by amount of initial deposit. Multiple variations may be available concurrently. For instance, distribution channel A may offer a flat contract asset fee while channel B offers a banded asset fee. The value of such variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.</p>	
Variable Fields	Description
Type of Contract*	Qualified (i.e. IRA, Roth IRA, SEP IRA, SIMPLE IRA, 401(k) 401(a), 403(b)). Descriptions such as "Beneficiary" "Trustee" or "Custodian" may be included as appropriate to the owner's contract type. OR Non-Qualified
Contract Date*	Issue date of the contract
Contract Number*	Number assigned by our system.
Issue State*	State abbreviation of issue state
Owner*	Name of the Owner
Owner's Age & Sex*	Age and sex of Owner
Annuitant*	Name of annuitant
Annuitant's Age & Sex*	Age and sex of the Annuitant
Co-Owner*	Name of Co-Owner, if applicable
Co-Owner's Age & Sex*	Age and sex of Co-Owner, if applicable
Co-Annuitant*	Name of Co-Annuitant, if applicable.
Co-Annuitant's Age & Sex*	Age and sex of the Co-Annuitant, if applicable
Plan	Marketing name of the product. This may vary by distribution channel
Guaranteed Minimum Withdrawal Benefit statement	The GMWB purpose statement will appear when a Guaranteed Minimum Withdrawal Benefit rider is issued.
Contract Asset Fee	The Asset Fee shall be either a. or b. a. a single, flat percentage – For example: 1.25% Fee percentage: 0.75% to 2.50%

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	<p>OR</p> <p>b. a banded fee schedule with 2 – 7 years-based bands. The fee percentage at any band will be no less than 0.25% and no more than 2.50%. The submitted John Doe Specifications Page form illustrates a banded fee schedule.</p>
<p>Annual Contract Fee</p>	<p>The Annual Contract Fee shall be either a. or b.</p> <p>a. a single, flat dollar amount – For example: [\$50¹] [¹Prior to the Annuity Commencement Date, when the Annual Contract Fee is to be assessed, if the sum of all of your Investment Accounts exceed [\$100,000], the Annual Contract Fee may be waived.]</p> <p>WHERE the range of values are: Annual Contract Fee: \$10 - \$50</p> <p>Waiver Footnote: Sum of Investment Accounts: \$10,000 - \$250,000. The waiver may be entirely deleted on a uniform and non-discriminatory basis.</p> <p>OR</p> <p>b. a banded fee schedule. When an owner elects to receive confirmations electronically, a reduced Annual Contract Fee will apply due to the decreased administrative expenses associated with such a contract. The submitted John Doe Specifications Page form illustrates a banded fee schedule.</p> <p>The Annual Contract Fee will range as follows:</p> <ul style="list-style-type: none"> ▪ Owner Elects Electronic Delivery of Financial Transaction Confirmations: \$0 - \$20 ▪ Electronic Delivery of Financial Transaction Confirmations Is Not Elected by Owner: \$30 - \$50
<p>Payment Limits</p>	<p>Minimum Additional Payment Amount: \$10 - \$250. Maximum Amount: \$500,000 - \$2,500,000</p> <p>Time limit for acceptance of Additional Payments: The election of this L-Share option includes a limitation on the period of time during which additional Payments may be made. Minimum limitation period: first Contract Anniversary; maximum limitation period: Fifth Contract Anniversary-</p>
<p>Limitations on Amount of Partial Withdrawals</p>	<p>Minimum Amount of Partial Withdrawal: \$100 - \$500 Minimum Investment Account Balance: \$100 - \$500 Minimum Remaining Contract Value: \$100 - \$1,000</p>
<p>Table of Withdrawal Charges</p>	<p>Number of Years: 1 - 5</p> <p>Percentage: no greater than 10% for any year</p> <p>The waiver paragraph will appear as shown when the Contract is issued to persons described therein. The family members for which the waiver applies may vary for new issues or by broker/dealer.</p>

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May, 2011

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

Specifications Form Number SP.VENW-L.11

Initial Allocation of Net Payment*	<ul style="list-style-type: none">▪ Initial Payment: the amount of the initial Payment made by the Owner. The initial investment account allocation chosen by the Owner from the Available Investment Options will appear.▪ Dollar Cost Averaging (DCA) Account Investment Options: This provision will appear when a 6 month or 12 month DCA option offered by us is chosen by the owner. The percentage allocated to the chosen DCA option will be listed followed by:<ul style="list-style-type: none">○ Initial Interest Rate: 1.00% - 12.00%, as determined by the Company on a non-discriminatory basis.○ Initial Guarantee Expiration Date: as determined based on the term of the chosen DCA option in relation to the Contract Date.▪ Variable Investment Options: Variable investment option(s) and percentage allocated to each option as chosen by the owner.
Available Investment Options	<p>Variable Account: The Variable Account designation (shown as John Hancock Life Insurance Company (U.S.A.) Separate Account H on the Specifications Page) may vary based on the Separate Account offered by us for the product.</p> <p>We may add or delete investment options at any time, as permitted by applicable law.</p> <p>We may limit the investment options made available in conjunction with certain optional riders.</p>
Optional Riders*	<p>Rider data will appear or not depending on the Owner's election of an available rider. The data included here is variable by class of owner in that should subsequently-approved riders be offered in the future, the data applicable to such rider(s) will appear as described below. We may discontinue new sales of any rider at any time.</p> <ul style="list-style-type: none">▪ Rider title and marketing name of the rider will appear. "Not Elected" will follow the rider title if the Owner does not elect the rider. Rider Date and Fee Percentage items will then be deleted.▪ Rider Date: Issue date of rider▪ Rider Fee Percentage: in accordance with the rider fee data applicable to the rider elected, as specified in the Statement of Variability filed for that rider.▪ Total Asset Fee Percentage: Total of the Rider Fee Percentage and the Contract Asset Fee will appear as applicable to the selected rider. Varies based on the underlying Contract Asset Fee and the Rider Fee.
Maturity Date*	Not later than the 1 st of the month following the Annuitant's age 95
Annuity Payments – General Information	The smallest annual rate of return needed so variable annuity payments will not decrease may vary based on the Variable Annuity assumed interest rate and the Contract Asset Fee.

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Specifications Form Number SP.VENW-L.11

Beneficiary Information*	Beneficiary(ies) information as indicated by the Owner on the application will appear.
Disclosures	This section will appear if the Type of Contract is Qualified.

STATEMENT OF VARIABILITY

May, 2011

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

Application Form: APPVENB11

Variable items are indicated by brackets [].

Variable Field	Description
Company Logo Address Overnight Mailing Address Phone Number Web Address	May be revised by the Company, as necessary should a change in this company data occur in the future
Product Marketing Name	Marketing name of the product may vary by distribution channel
Revised Date	Will appear to indicate the date of a change to this application made in accordance with the variability described in this Statement.
Account Registration and Funding	Item 1 - We may add/delete registration types based on the Company's determination as to its target markets. Current types: <ul style="list-style-type: none"> ▪ Item A (Nonqualified) - Individual, Trust, Corporation, Other ▪ Item B (Qualified) - Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Individual 401(k), Inherited/Beneficiary IRA, Other Minimum: \$2,000 - \$50,000
Optional Riders and Benefits	Item 5 – We may add optional riders approved subsequently or delete an approved optional benefit rider that will no longer be offered. Current optional riders: <ul style="list-style-type: none"> ▪ Living Benefit Riders: Income Plus for Life and Income Plus for Life-Joint Life. ▪ Death Benefit Rider: Annual Step-Up Death Benefit
Initial Investment Options	Item 6 - The owner will choose the initial allocations from the investments we make available. Dollar Cost Averaging references to 6 month or 12 month DCA will appear only when such option(s) are made available. The available investment options may vary when an optional benefit rider is elected vs when such rider is not elected. In that event, separate Investment Option listings will appear labeled to specify the optional rider criteria applicable to each listing. We may add or delete investment options at any time, as permitted by applicable law.
California Age 60+ Disclosure	Item 7 – This may be revised in accordance with any future changes in California law.
Additional State Disclosures	Item 8 - The listing of exception states is bracketed to allow us to add or delete states that require a Fraud Warning notice that differs from the NAIC model notice, based on individual state requirements. The state-specific notice area is also bracketed to allow for the addition or deletion of state-specific fraud warnings as state requirements change in the future.
Financial Advisor Information	Item 10. Option data (Item B) will be included when multiple commission options are available, with such options corresponding to the firms' commission agreements. Otherwise, this item will be deleted and the subsequent items will be re-lettered accordingly.

STATEMENT OF VARIABILITY

May, 2011

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

Application Form: APPVENL11

Variable items are indicated by brackets [].

Variable Field	Description
Company Logo Address Overnight Mailing Address Phone Number Web Address	May be revised by the Company, as necessary should a change in this company data occur in the future
Product Marketing Name	Marketing name of the product may vary by distribution channel
Revised Date	Will appear to indicate the date of a change to this application made in accordance with the variability described in this Statement.
Account Registration and Funding	Item 1 - We may add/delete registration types based on the Company's determination as to its target markets. Current types: <ul style="list-style-type: none">▪ Item A (Nonqualified) - Individual, Trust, Corporation, Other▪ Item B (Qualified) - Traditional IRA, Roth IRA, SEP IRA, SIMPLE IRA, Individual 401(k), Inherited/Beneficiary IRA, Other Minimum: \$2,000 - \$50,000
Optional Riders and Benefits	Item 5 – We may add optional riders approved subsequently or delete an approved optional benefit rider that will no longer be offered. Current optional riders: <ul style="list-style-type: none">▪ Living Benefit Riders: Income Plus for Life and Income Plus for Life-Joint Life.▪ Death Benefit Rider: Annual Step-Up Death Benefit
Initial Investment Options	Item 6 - The owner will choose the initial allocations from the investments we make available. Dollar Cost Averaging references to 6 month or 12 month DCA will appear only when such option(s) are made available. The available investment options may vary when an optional benefit rider is elected vs when such rider is not elected. In that event, separate Investment Option listings will appear labeled to specify the optional rider criteria applicable to each listing. We may add or delete investment options at any time, as permitted by applicable law.
California Age 60+ Disclosure	Item 7 – This may be revised in accordance with any future changes in California law.
Additional State Disclosures	Item 8 - The listing of exception states is bracketed to allow us to add or delete states that require a Fraud Warning notice that differs from the NAIC model notice, based on individual state requirements. The state-specific notice area is also bracketed to allow for the addition or deletion of state-specific fraud warnings as state requirements change in the future.
Financial Advisor Information	Item 10. Option data (Item B) will be included when multiple commission options are available, with such options corresponding to the firms' commission agreements. Otherwise, this item will be deleted and the subsequent items will be re-lettered accordingly.

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May, 2011

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

Application Form: APPVENW0511

Variable items are indicated by brackets [].

Variable Field	Description
Company Logo Address Overnight Mailing Address Phone Number Web Address	May be revised by the Company, as necessary should a change in this company data occur in the future
Product Marketing Name	Marketing name of the product may vary by distribution channel
Revised Date	Will appear to indicate the date of a change to this application made in accordance with the variability described in this Statement.
Product Election	Item 1 - We may add or retire a product from the series or implement a new product strategy that requires a new naming convention.
Contract Type	Item 2A - We may add/delete types based on the Company's determination as to its target markets. Current types: Nonqualified, Traditional IRA, Roth IRA, SEP IRA, SIMLE IRA, Individual 401(k), Inherited/Beneficiary IRA, Other
Funding	Item 2B - \$2,000 - \$50,000 Within this range the minimum may differ for Non-Qualified vs the Qualified Contract Types
Optional Riders and Benefits	Item 6 – We may add optional riders approved subsequently or delete an approved optional benefit rider that will no longer be offered. Current optional riders: <ul style="list-style-type: none">▪ Living Benefit Riders: Income Plus for Life and Income Plus for Life-Joint Life.▪ Death Benefit Rider: Annual Step-Up Death Benefit
Initial Investment Options	Item 7 - The owner will choose the initial allocations from the investments we make available. Dollar Cost Averaging references to 6 month or 12 month DCA will appear only when such option(s) are made available. The available investment options may vary when an optional benefit rider is elected vs when such rider is not elected. In that event, separate Investment Option listings will appear labeled to specify the optional rider criteria applicable to each listing. We may add or delete investment options at any time, as permitted by applicable law.
California Age 60+ Disclosure	Item 8 – This may be revised in accordance with any future changes in California law.
Additional State Disclosures	Item 9 - The listing of exception states is bracketed to allow us to add or delete states that require a Fraud Warning notice that differs from the NAIC model notice, based on individual state requirements. The state-specific notice area is also bracketed to allow for the addition or deletion of state-specific fraud warnings as state requirements change in the future.
Financial Advisor Information	Item 11. Option data (Item B) will be included when multiple commission options are available, with such options corresponding to the firms' commission agreements. Otherwise, this item will be deleted and the subsequent items will be re-lettered accordingly.

STATEMENT OF VARIABILITY

May, 2011

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

Rider Forms

BR001Q.11 and BR001NQ.11 (Single Life versions)

BR002Q.11 and BR002NQ.11 (Joint Life versions)

Variable fields in the above-referenced forms are indicated by brackets [].

The Officer's signature may be updated as necessary in the event a change in officer occurs in the future.

Guaranteed Minimum Withdrawal Benefit Specifications	
<p>An asterisk (*) indicates the value for the Variable Field varies based on data specific to the issued Contract.</p> <p>The values for other Variable Fields may differ by class of owner. A class is defined as a group of owners with substantial commonality, such as date of issue, issue age or distribution channel through which the plan is offered. Multiple variations may be available concurrently. For instance, we may offer three pricing options ranging from a low fee/low benefit option, to a high fee/high benefit options, thus giving the client a choice of purchasing the level of protection desired at a price commensurate with the risk. . The value of such variable items may be adjusted on a prospective basis based on the Company's experience as well as emerging market experience and competition. Any such adjustments would be to values within the filed range of variability described below and would be made on a uniform and non-discriminatory manner for new issues of the contract after a specific date.</p>	
Variable Fields	Description
Covered Person(s)*	<p>The person(s) covered by Rider</p> <p>Single Life versions: oldest Annuitant on the Rider Date</p> <p>Joint Life versions: Annuitant and Co-Annuitant on the Rider Date</p>
Rider Date*	Issue date of the rider
Lifetime Income Date*	Contract Anniversary after the attained age YY of the Covered Person (youngest Covered Person, for Joint Life versions) where YY will range from age 50 – 75.
Lifetime Income Percentage	<p>Based on the attained age of the Covered Person. Joint Life versions are based on the age of the youngest Covered Person.</p> <p>Age of Covered Person (Youngest Covered Person): Minimum: 50; Maximum 85</p> <p>Percentage: Minimum 2%; Maximum 10%</p>
Credit Period	<p>One of the following:</p> <ul style="list-style-type: none"> ▪ First [XX] Contract Years after the Rider Date or more recent Step-Up but not later than the Contract Anniversary following the [Covered Person's] [YY] birthday. <p>OR</p> <ul style="list-style-type: none"> ▪ First [YRS] Contract Years after the Rider Date not later than the Contract Anniversary following the [Covered Person's] [YY] birthday. <p>Where</p> <p>XX will range from 2 – 20</p> <p>Covered Person's will appear as "youngest Covered Person's" in the Joint Life Riders</p> <p>YY will range from 75th – 95th</p>

STATEMENT OF VARIABILITY

May, 2011

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

Rider Forms

BR001Q.11 and BR001NQ.11 (Single Life versions)

BR002Q.11 and BR002NQ.11 (Joint Life versions)

<p>Credit Percentage</p>	<p>Based on the attained age of the Covered Person (youngest Covered Person for Joint Life versions).</p> <p>Age of Covered Person (or youngest Covered Person): Minimum: 50; Maximum 95</p> <p>Percentage: Minimum 2%; Maximum 10%</p>
<p>Step-Up Date</p>	<p>Frequency may vary as follows:</p> <ul style="list-style-type: none"> • Every Year • Every X years where X may vary between 2 and 10 years • Semi-annual • Quarterly • Monthly • Daily <p>The frequency may change after an initial period.</p> <p>Beginning may vary as follows:</p> <ul style="list-style-type: none"> • on the Contract Anniversary following the Rider Date • on the Yth Contract Anniversary following the Rider Date where Y may vary between 2 and 49 years • on the Rider Date <p>In the event the Frequency changes after an initial period, any subsequent period will begin on the contract anniversary next following the Ending contract anniversary for the prior Frequency.</p> <p>Ending may vary as follows:</p> <ul style="list-style-type: none"> • on the YY Contract Anniversary following the Rider Date where YY may vary between 2 and 50 • on the Contract Anniversary following the N's Bth birthday where N may be <ul style="list-style-type: none"> ○ oldest Owner's or Annuitant's ○ youngest Owner's or Annuitants ○ oldest Covered Person's ○ youngest Covered Person's B may be between 60 and 95 • On the YY Contract Anniversary following the Rider Date but not beyond the anniversary on or after N's Bth birthday. Where YY may vary between 2 and 50 N may be <ul style="list-style-type: none"> ○ oldest Owner's or Annuitant's ○ youngest Owner's or Annuitants ○ oldest Covered Person's ○ youngest Covered Person's B may be between 60th and 95th
<p>Maximum Benefit Base</p>	<p>\$1,000,000 - \$20,000,000</p>

STATEMENT OF VARIABILITY

May, 2011

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

Rider Forms

BR001Q.11 and BR001NQ.11 (Single Life versions)

BR002Q.11 and BR002NQ.11 (Joint Life versions)

Additional Payment Limit	\$50,000 - \$2,500,000
Maximum Additional Payment Age	<i>Applies to forms BR001Q.11 and -BR002Q.11 only: age 65 - 81</i>
Rider Fee Percentage	0.50% – 2.00%
Maximum Rider Fee Percentage	0.50% – 2.00%
Rider Fee Guarantee Period	1 year to 5 years
Settlement Limit	\$250 - \$1,000
Designated Investment Option	We may add or delete investment options at any time, as permitted by applicable law.
Qualifying Designated Investment Option	We may add or delete investment options at any time, as permitted by applicable law.
Reference Value Bank (RVB)	(a) 90% - 95% (b) 75% - 85% (c) 2% - 4% Whole integer: 0, 1, 2, 3, 4, 5, 6, 7, 8,
Target Designated Investment Option Allocation Formula -	Item B (Bottom of Page 11): 1 st – 5th
	Target Designated Investment Allocation: (a) 75% - 85% (b) 2% - 4% (c) 10 - 30 (shown as [20] in the Rider); 75% - 85% (shown as [80]% in the Rider) (d) 2% - 4%
Weighted Assumed Equity Allocation Factor (WAEAF)	Investment Options: We may add or delete investment options at any time, as permitted by applicable law. Factor: 10 - 90
Factor (F)	$[A] \times WAEF - [B] + RVD \times (WAEF) - [C] / (D \times WAEF)$ Where: A = 10 – 100 B = 300 – 1500 C = 10 – 30 D = 4 - 8

STATEMENT OF VARIABILITY
May, 2011
John Hancock Life Insurance Company (U.S.A.)

Rider Form BR010-R.11

Variable fields in the above-referenced forms are indicated by brackets [].

Rider Date – Issue date of the rider

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

Variable fields	Description
Death Benefit Rider Fee	.10% - .50%.
Maximum Step Age	Ages 71 through 86 years

The Officer's signature may be updated as necessary in the event a change in officer occurs in the future

STATEMENT OF VARIABILITY
May, 2011
John Hancock Life Insurance Company (U.S.A.)

Endorsement Form END002.11

Variable fields in the above-referenced forms are indicated by brackets [].

Effective Date – Issue date of the endorsement

The Officer's signature may be updated as necessary in the event a change in officer occurs in the future

STATEMENT OF VARIABILITY
May, 2011
John Hancock Life Insurance Company (U.S.A.)

Endorsement Form NSEND001.11

Variable fields in the above-referenced forms are indicated by brackets [].

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

Variable fields	Description
Benefit Eligibility Date	1 month – 12 month
Waiting period	30 days – 90 days

The Officer's signature may be updated as necessary in the event a change in officer occurs in the future

STATEMENT OF VARIABILITY

May, 2011

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

Endorsement Forms ENDIRA.11, ENDROTH.11, ENDSIMPLE.11 and END401A.11

Variable fields in the above-referenced forms are indicated by brackets [].

The Officer's signature may be updated as necessary in the event a change in officer occurs in the future

ARKANSAS CERTIFICATION

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

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

Form Number(s): VENTURE.11 et al

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



Kathryn Dowdell
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 03/11/2011

ARKANSAS CERTIFICATION

John Hancock Life Insurance Company (U.S.A.)
Form Number(s): VENTURE.11 et al

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

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



Kathryn Dowdell
Director – Product Compliance

Signed at: Boston, Massachusetts

Date: 03/11/2011