

SERFF Tracking Number: MANU-127064282 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 48349
Company Tracking Number: 11PROSUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: 11PROSUL
Project Name/Number: 11PROSUL /11PROSUL

Filing at a Glance

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

Product Name: 11PROSUL

SERFF Tr Num: MANU-127064282 State: Arkansas

TOI: L09I Individual Life - Flexible Premium

SERFF Status: Closed-Approved- State Tr Num: 48349

Adjustable Life

Closed

Sub-TOI: L09I.002 Joint (Last Survivor)

Co Tr Num: 11PROSUL

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Helene Landow, Jim Moriarty, Karren Phair, Debbie Tom, Jacqueline Lau

Disposition Date: 03/31/2011

Date Submitted: 03/28/2011

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: 11PROSUL

Status of Filing in Domicile:

Project Number: 11PROSUL

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: MICHIGAN: State of Domicile

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 03/31/2011

Deemer Date:

State Status Changed: 03/31/2011

Submitted By: Debbie Tom

Created By: Jacqueline Lau

Filing Description:

Corresponding Filing Tracking Number:

Policy:

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

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

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

Form 11PROSUL, Flexible Premium Survivorship Universal Life Insurance Policy, is a non-participating joint and last survivor policy which targets a general market. The issue age range for the policy 20 to 90 and can vary within this range based on smoking status and risk class. The policy provides two death benefit options and also provides flexibility in the timing and amount of premium payments. Premiums are payable until the younger life insured reaches Age 121, or would have reached Age 121 if living. When we receive a premium payment, we deduct a Premium Charge and credit the Net Premium to the Policy Value. The Guaranteed Interest Account is credited at rates determined by us, which are guaranteed never to be less than an effective annual rate of 2.5%. The policy includes a secondary guarantee under the Death Benefit Protection provision which guarantees that the policy will not lapse due to insufficient Cash Surrender Value provided the Net Death Benefit Protection Value is greater than zero.

We make monthly deductions to cover the cost of insurance and other policy charges. If the policy is still in force when the younger life insured reaches, or would have reached Age 121 if living, interest will continue to be credited but monthly deductions will cease. The Death Benefit will be determined the same as it was before the younger life insured's Age 121.

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

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

Reserves and non-forfeiture values are based on the 2001 Commissioners Standard Ordinary Gender and Smoker Distinct, Ultimate ANB Mortality Tables, with substandard ratings as applicable. We also use these tables as the basis for determining maximum cost of insurance rates. For policies subject to the Norris Decision that are purchased by a qualified pension or profit-sharing plan, we issue the policy on a unisex basis with maximum cost of insurance rates based on the 2001 Commissioners Standard Ordinary (50) Smoker Distinct Ultimate ANB Mortality Table, with substandard ratings as applicable. An Actuarial Memorandum for the policy is enclosed.

The main application form which will be used with this policy is NB5000USR (06/2010) Application for Life Insurance, which was approved by your state on August 4, 2010 under SERFF Tracking # MANU-126736915 state tracking # 46342.

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

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and issued with the policy.

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

We trust the form is acceptable to you and look forward to your state's approval in the usual manner. If you have any questions or concerns, please contact me at 416-926-6669 (collect) or via email at jim_moriarty@jhancock.com.

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

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

Company and Contact

Filing Contact Information

Jim Moriarty, Senior Contract Analyst jim_moriarty@jhancock.com
P.O. Box 600 416-926-6669 [Phone]
Buffalo, NY 14201-0600 416-926-3121 [FAX]

Filing Company Information

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

Filing Fees

SERFF Tracking Number: MANU-127064282 State: Arkansas
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Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: 50.00 per submission
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	03/28/2011	46012100

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/31/2011	03/31/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Flesch Certification	Debbie Tom	03/29/2011	03/29/2011

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Disposition

Disposition Date: 03/31/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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

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Adjustable Life
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Project Name/Number: 11PROSUL /11PROSUL

Amendment Letter

Submitted Date: 03/29/2011

Comments:

Revised Readability certification.

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Flesch Certification

Comment:

readability cert ar.pdf

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	11PROSUL	Policy/Contract	Flexible Premium Survivorship Universal Life Insurance Policy, Non-Participating	Initial			AR - 11PROSUL-AR.pdf



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

LIVES INSURED [John J. Doe]
[Jane M. Doe]

POLICY NUMBER [12 345 678]

PLAN NAME [Protection SUL]

FLEXIBLE PREMIUM SURVIVORSHIP UNIVERSAL LIFE INSURANCE POLICY

ADJUSTABLE DEATH BENEFIT

BENEFIT PAYABLE ON DEATH OF SURVIVING LIFE INSURED

FLEXIBLE PREMIUMS PAYABLE TO THE EARLIER OF THE LAST DEATH, OR THE POLICY ANNIVERSARY WHEN THE YOUNGER OF THE LIVES INSURED HAS REACHED AGE 121 OR WOULD HAVE REACHED AGE 121 IF LIVING

NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS)

Subject to the conditions and provisions of this policy, if the Surviving Life Insured dies while this policy is in force, John Hancock Life Insurance Company (U.S.A.) ("the Company") agrees to pay the Insurance Benefit to the Beneficiary in a lump sum, and to provide the other benefits, rights, and privileges, if any, of the policy. Also, due proof of the death of the first Life Insured to die must be given to us when such death occurs.

The Insurance Benefit is described in Section 6. If the Company makes other plans of payment available other than a lump sum, then a Beneficiary may request written election of any such other plans in lieu of a lump sum.

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

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

Signed for the Company by:

[]
President

[]
Secretary

Policy Provisions

Section

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

1. POLICY SPECIFICATIONS

Lives Insured	No. 1- [John Doe] No. 2- [Jane Doe]	Plan Name	[Protection SUL]
Age at Policy Date	No. 1 - [35] No. 2 - [32]	Policy Number	[12 345 678]
[Sex]	No. 1 - [Male] No. 2 - [Female]	Issue Date	[March 1, 2011]
Risk Classification	No. 1 - [Standard] [Non Smoker] No. 2 - [Standard [Non Smoker]	Policy Date	[March 1, 2011]
Additional Ratings	No. 1 - [not applicable] No. 2 - [not applicable]		
Owner, Beneficiary	As designated in the application unless subsequently changed		
Death Benefit Option at Issue	[Option 1]		
Life Insurance Qualification Test Elected	[Guideline Premium Test]		
		Face Amount at Issue	[\$250,000]
Governing Law	[Arkansas]		

PREMIUMS AT ISSUE

Premium Mode	[Annual]
Planned Premium	\$ [1,147.00 per Policy Year]
Minimum Initial Premium	\$ [47.07]

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

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

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

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

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

1. POLICY SPECIFICATIONS

Lives Insured	No. 1- [John Doe] No. 2- [Jane Doe]	Plan Name	[Protection SUL]
Age at Policy Date	No. 1 - [35] No. 2 - [32]	Policy Number	[12 345 678]
[Sex]	No. 1 - [Male] No. 2 - [Female]	Issue Date	[March 1, 2011]
Risk Classification	No. 1 - [Standard] [Non Smoker] No. 2 - [Standard [Non Smoker]	Policy Date	[March 1, 2011]
Additional Ratings	No. 1 - [not applicable] No. 2 - [not applicable]		
Owner, Beneficiary	As designated in the application unless subsequently changed		
Death Benefit Option at Issue	[Option 1]		
Life Insurance Qualification Test Elected	[Guideline Premium Test]		
		Face Amount at Issue	[\$250,000]
Governing Law	[Arkansas]		

PREMIUMS AT ISSUE

Premium Mode	[Annual]
Planned Premium	\$ [882.00 per Policy Year]
Minimum Initial Premium	\$ [47.07]

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

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

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

At a minimum, this policy will provide coverage until Policy Month (2), Policy Year (54) if all Planned Premiums shown above are paid when they are due, and you do not take any policy loans or withdrawals and there are no other policy changes. For purposes of the preceding statement we have assumed maximum mortality charges, maximum expense charges, and minimum credited interest.

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

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

[Other Benefits and Specifications]

[Not Applicable]

MAXIMUM EXPENSE CHARGES

Deductions from Premium Payments

The Premium Charge Limit referred to below is shown in the Table of Values in this Section 1 on page 3B.

Premium Charge	A percentage of each premium payment, the percentages as shown below:		
	<u>Policy Years</u>	<u>Premiums Received up to Premium Charge Limit</u>	<u>Premiums Received in Excess of Premium Charge Limit</u>
	1	10%	8%
	2+	8%	8%

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

Administrative Charge	\$15.00
Contract Charge	[\$7.3831] per \$1000 of the Premium Charge Limit for the first 20 Policy Years.
Cost of Insurance Charge	Determined in accordance with Section 14. Maximum Monthly Rates per \$1000 are shown in Section 2.

Other Charges

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

The Surrender Charge for the Face Amount at Issue is \$[1,355.67], minus 2% times the lesser of (a) or (b), where

- (a) is the Premium Charge Limit; and
- (b) is the sum of premiums paid in the first Policy Year.

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

<u>Surrender Charge Period (Policy Year)</u>	<u>Maximum Percentage of Surrender Charge</u>	<u>Surrender Charge Period (Policy Year)</u>	<u>Maximum Percentage of Surrender Charge</u>
1	[100.00]%	11	[89.86]%
2	[99.09]%	12	[88.70]%
3	[98.16]%	13	[87.52]%
4	[97.21]%	14	[86.31]%
5	[96.24]%	15	[85.07]%
6	[95.24]%	16	[83.79]%
7	[94.21]%	17	[82.49]%
8	[93.16]%	18	[64.93]%
9	[92.09]%	19	[47.88]%
10	[90.99]%	20	[31.36]%
		21	[0]%

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

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

TABLE OF VALUES

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

Minimum Face Amount Decrease	\$ 50,000
Guaranteed Interest Account Annual Rate	Not less than 2.5%
Loan Interest Rate	As defined in Section 16
Maximum Loan Interest Credited Differential	
Policy Years 1-10	1.25%
Policy Years 11+	.25%
Minimum Loan Amount	\$500
Minimum Withdrawal Amount	\$500
Death Benefit Discount Factor	1.0020598
Partial Surrender Charge Decrease Exemption	10%
Premium Charge Limit	[\$4,759.33]

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

TABLES OF VALUES (CONTINUED)

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

The Premium Charge Limit referred to below is shown in the Table of Values in this Section 1 on page 3B.

Death Benefit Protection Premium Charge	A percentage of each premium paid, the percentages as shown below: Policy Premiums Received up Excess <u>Years</u> <u>to Premium Charge Limit</u> <u>of Premium Charge Limit</u> 1 [10.00]% [8.00]% 2-10 [8.00]% [8.00]% 11+ [8.00]% [8.00]%
Death Benefit Protection Administrative Charge	\$15.00 (This charge is applied monthly.)
Death Benefit Protection Contract Charge	[\$5.7369] per \$1000 of the Premium Charge Limit for the first 10 Policy Years. (This charge is applied monthly.)
Death Benefit Protection Interest Rates	The Death Benefit Protection Value will be credited with the percentage rates as shown in the Table of Death Benefit Protection Interest Rates in Section 2.
Death Benefit Protection Rates	Rates are determined from the Death Benefit Protection Rates Table 1 or Table 2 as shown in Section 2 and as described under the Death Benefit Protection Value provision.

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

A. RATE TABLE

Policy Year	Maximum Monthly Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors	Policy Year	Maximum Monthly Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors
1	0.000060	2.5000	46	2.116860	1.0500
2	0.000210	2.5000	47	2.460650	1.0500
3	0.000380	2.5000	48	2.838290	1.0500
4	0.000590	2.5000	49	3.260680	1.0500
5	0.000840	2.5000	50	3.776110	1.0500
6	0.001140	2.5000	51	4.364180	1.0500
7	0.001480	2.5000	52	4.992650	1.0500
8	0.001900	2.5000	53	5.685030	1.0500
9	0.002410	2.5000	54	6.445720	1.0500
10	0.003020	2.4300	55	7.184660	1.0500
11	0.003770	2.3600	56	8.117240	1.0500
12	0.004660	2.2900	57	9.061640	1.0500
13	0.005740	2.2200	58	10.053240	1.0500
14	0.006900	2.1500	59	10.989130	1.0500
15	0.008290	2.0900	60	11.572870	1.0400
16	0.010070	2.0300	61	12.450840	1.0300
17	0.012230	1.9700	62	13.625790	1.0200
18	0.014970	1.9100	63	15.093520	1.0100
19	0.018330	1.8500	64	16.908200	1.0000
20	0.022590	1.7800	65	18.660150	1.0000
21	0.028010	1.7100	66	20.475820	1.0000
22	0.034490	1.6400	67	20.801520	1.0000
23	0.042230	1.5700	68	21.818850	1.0000
24	0.050950	1.5000	69	23.445970	1.0000
25	0.061660	1.4600	70	25.199180	1.0000
26	0.074590	1.4200	71	27.173140	1.0000
27	0.090460	1.3800	72	29.342910	1.0000
28	0.109670	1.3400	73	31.749030	1.0000
29	0.132520	1.3000	74	34.365750	1.0000
30	0.159330	1.2800	75	37.060100	1.0000
31	0.190710	1.2600	76	39.829450	1.0000
32	0.226280	1.2400	77	42.622190	1.0000
33	0.266810	1.2200	78	45.535840	1.0000
34	0.313780	1.2000	79	48.519810	1.0000
35	0.367560	1.1900	80	51.390480	1.0000
36	0.431700	1.1800	81	54.176400	1.0000
37	0.506940	1.1700	82	56.714280	1.0000
38	0.599670	1.1600	83	60.292900	1.0000
39	0.706270	1.1500	84	63.632800	1.0000
40	0.829730	1.1300	85	67.101800	1.0000
41	0.973080	1.1100	86	70.921980	1.0000
42	1.137320	1.0900	87	75.000000	1.0000
43	1.329510	1.0700	88	83.333330	1.0000
44	1.555260	1.0500	89	83.333330	1.0000
45	1.818100	1.0500	90	0.000000	1.0000

For Policy Years [90] and above, the Maximum Monthly Rate per \$1,000 of Net Amount at Risk is 0 and the Minimum Death Benefit Factor is 1.0000.

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

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

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

POLICY YEAR	MONTHLY RATE						
	\$		\$		\$		\$
1	0.000190	32	0.229390	63	15.093060		
2	0.000640	33	0.270060	64	16.907690		
3	0.001180	34	0.317180	65	18.659590		
4	0.000970	35	0.371100	66	20.475240		
5	0.001240	36	0.435390	67	20.800860		
6	0.001570	37	0.510790	68	21.818210		
7	0.001930	38	0.603680	69	23.445400		
8	0.002380	39	0.710440	70	25.198700		
9	0.002930	40	0.834050	71	27.172750		
10	0.003580	41	0.977520	72	29.342590		
11	0.004370	42	1.141850	73	31.748770		
12	0.005310	43	1.334130	74	34.365550		
13	0.006450	44	1.559930	75	37.059950		
14	0.007650	45	1.822800	76	39.829340		
15	0.009090	46	2.121560	77	42.622090		
16	0.010930	47	2.465290	78	45.535760		
17	0.013170	48	2.842800	79	48.519750		
18	0.016000	49	3.265020	80	51.390410		
19	0.019460	50	3.780280	81	54.176260		
20	0.023830	51	4.368130	82	56.713920		
21	0.029390	52	4.996280	83	60.293450		
22	0.035990	53	5.688300	84	63.626400		
23	0.043880	54	6.448580	85	67.081600		
24	0.052720	55	7.187030	86	70.921980		
25	0.063570	56	8.119190	87	75.000000		
26	0.076660	57	9.063150	88	83.333330		
27	0.092690	58	10.054320	89	83.333330		
28	0.112080	59	10.989780				
29	0.135120	60	11.573030				
30	0.162100	61	12.450670				
31	0.193660	62	13.625430				

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

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

POLICY YEAR	MONTHLY RATE						
	\$		\$		\$		\$
1	0.000656	32	0.229390	63	15.093060		
2	0.002208	33	0.270060	64	16.907690		
3	0.004071	34	0.317180	65	18.659590		
4	0.003347	35	0.371100	66	20.475240		
5	0.004278	36	0.435390	67	20.800860		
6	0.005263	37	0.510790	68	21.818210		
7	0.006280	38	0.603680	69	23.445400		
8	0.007511	39	0.710440	70	25.198700		
9	0.008960	40	0.834050	71	27.172750		
10	0.010597	41	0.977520	72	29.342590		
11	0.012507	42	1.141850	73	31.748770		
12	0.014677	43	1.334130	74	34.365550		
13	0.017196	44	1.559930	75	37.059950		
14	0.019645	45	1.822800	76	39.829340		
15	0.022452	46	2.121560	77	42.622090		
16	0.025926	47	2.465290	78	45.535760		
17	0.029949	48	2.842800	79	48.519750		
18	0.034816	49	3.265020	80	51.390410		
19	0.040438	50	3.780280	81	54.176260		
20	0.047183	51	4.368130	82	56.713920		
21	0.055312	52	4.996280	83	60.293450		
22	0.064206	53	5.688300	84	63.626400		
23	0.073982	54	6.448580	85	67.081600		
24	0.083719	55	7.187030	86	70.921980		
25	0.094719	56	8.119190	87	75.000000		
26	0.106711	57	9.063150	88	83.333330		
27	0.119941	58	10.054320	89	83.333330		
28	0.134048	59	10.989780				
29	0.148362	60	11.573030				
30	0.162100	61	12.450670				
31	0.193660	62	13.625430				

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

TABLE OF DEATH BENEFIT PROTECTION INTEREST RATES

POLICY YEAR	PERCENT	POLICY YEAR	PERCENT	POLICY YEAR	PERCENT	POLICY YEAR	PERCENT
1	4.50%	32	4.50%	63	4.50%		
2	4.50%	33	4.50%	64	4.50%		
3	4.50%	34	4.50%	65	4.50%		
4	4.50%	35	4.50%	66	4.50%		
5	4.50%	36	4.50%	67	4.50%		
6	4.50%	37	4.50%	68	4.50%		
7	4.50%	38	4.50%	69	4.50%		
8	4.50%	39	4.50%	70	4.50%		
9	4.50%	40	4.50%	71	4.50%		
10	4.50%	41	4.50%	72	4.50%		
11	4.50%	42	4.50%	73	4.50%		
12	4.50%	43	4.50%	74	4.50%		
13	4.50%	44	4.50%	75	4.50%		
14	4.50%	45	4.50%	76	4.50%		
15	4.50%	46	4.50%	77	4.50%		
16	4.50%	47	4.50%	78	4.50%		
17	4.50%	48	4.50%	79	4.50%		
18	4.50%	49	4.50%	80	4.50%		
19	4.50%	50	4.50%	81	4.50%		
20	4.50%	51	4.50%	82	4.50%		
21	4.50%	52	4.50%	83	4.50%		
22	4.50%	53	4.50%	84	4.50%		
23	4.50%	54	4.50%	85	4.50%		
24	4.50%	55	4.50%	86	4.50%		
25	4.50%	56	4.50%	87	4.50%		
26	4.50%	57	4.50%	88	4.50%		
27	4.50%	58	4.50%	89	4.50%		
28	4.50%	59	4.50%				
29	4.50%	60	4.50%				
30	4.50%	61	4.50%				
31	4.50%	62	4.50%				

3. DEFINITIONS

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

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

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

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

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

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

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

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

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

The term “**Lives Insured**” means the persons whose lives are insured under this policy as shown in Section 1. Reference to the younger of the Lives Insured means the younger of the two persons insured under this policy when it is first issued.

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

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

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

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

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

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

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

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

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

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

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

3. DEFINITIONS (continued)

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

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

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

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

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

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

The term “**Surviving Life Insured**” means the Life Insured who is living upon the death of the other Life Insured. If both Lives Insured die simultaneously, then the term “Surviving Life Insured” shall mean the younger of the two Lives Insured.

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

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

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

4. QUALIFICATION AS LIFE INSURANCE

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

One of the following tax qualification tests will apply to the policy. The test you elected is shown in Section 1. Your election cannot be changed after issue.

Guideline Premium Test

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

4. QUALIFICATION AS LIFE INSURANCE (continued)

Cash Value Accumulation Test.

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

Effect on Life Insurance Qualification Tests

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

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

5. FACE AMOUNT

Increase in Face Amount

You may not increase the Face Amount under this policy.

Reduction of Face Amount

You may request a reduction in Face Amount any time after the first Policy Year while this policy is in force. The Minimum Face Amount Decrease is shown in Section 1. Without our prior approval, the Face Amount cannot be reduced such that it falls below the lesser of \$250,000, or the Face Amount at issue. If you decrease the Face Amount of Insurance during the Surrender Charge Period we will deduct a pro-rata Surrender Charge from the Policy Value.

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

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

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

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

6. INSURANCE BENEFIT

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

Insurance Benefit

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

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

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

Death Benefit

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

Death Benefit Options

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

6. INSURANCE BENEFIT(continued)

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

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

Change of Death Benefit Options

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

Minimum Death Benefit

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

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

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

7. INTEREST ON PROCEEDS

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

8. PREMIUMS

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

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

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

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

You may pay premiums until the younger of the Lives Insured reaches Age 121, or would have reached Age 121 if living, at which time Monthly Deductions cease and no further premiums may then be paid as described in Section 13.

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

Continuation of Insurance Upon Discontinuance of Premium Payments

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

9. DEATH BENEFIT PROTECTION

Your policy includes a Death Benefit Protection feature for a maximum coverage period up to when the younger of the Lives Insured reaches Age 121 or would have reached Age 121 if living.

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

Net Death Benefit Protection Value

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

Death Benefit Protection Value

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

- (a) the Premium Charge applied to premiums paid will be the Death Benefit Protection Premium Charge shown in Section 1;
- (b) the Administrative Charge and Contract Charge deducted monthly from the Policy Value will be the Death Benefit Protection Administrative Charge and Death Benefit Protection Contract Charge shown in Section 1;
- (c) the Net Premium after any deductions due are taken, is applied to the Death Benefit Protection Value retroactive to the beginning of the Policy Month in which the premium is received and Death Benefit Protection Interest credits are recalculated;
- (d) the Death Benefit Protection Value will be credited with the Death Benefit Protection Interest Rate shown in Section 1;

9. DEATH BENEFIT PROTECTION (continued)

- (e) the rates used in calculating the Cost of Insurance for the Death Benefit Protection Value are replaced with the Death Benefit Protection Rates shown in Table 1 or Table 2 in Section 2. Table 1 rates will apply except when the Net Death Benefit Protection Value is not greater than the next Monthly Deduction as modified by this section. Table 2 rates will then be in effect as of that date and will continue in effect until any subsequent Policy Anniversary on which the Net Death Benefit Protection Value is greater than zero, at which time it will revert back to Table 1 rates; and
- (f) the Net Amount at Risk used in calculating the Cost of Insurance charge for the Death Benefit Protection Value is:
 - I. the sum of the Face Amount and the death benefit payable under any supplementary benefit rider divided by the Death Benefit Discount Factor shown in Section 1;
 - II. minus the Death Benefit Protection Value (if Death Benefit Option 1 has been elected).

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

Default of the Death Benefit Protection Feature

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

Death Benefit Protection Feature Grace Period

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

Death Benefit Protection Default Payment

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

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

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

Termination of the Death Benefit Protection Feature

This feature terminates at the earliest of:

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

This feature cannot be reinstated after it terminates.

10. GRACE PERIOD

Default

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

Grace Period Duration

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

10. GRACE PERIOD (continued)

Default Payment

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

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

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

11. POLICY TERMINATION

This policy terminates on the earliest of the following events:

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

12. REINSTATEMENT

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

The requirements for reinstatement are as follows:

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

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

If we approve your request,

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

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

13. COVERAGE AT AND AFTER AGE 121

Provided the policy is in force when the younger of the Lives Insured reaches Age 121, or would have reached Age 121 if living, coverage under this policy will continue subject to the stipulations stated below.

Death Benefit

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

Premiums and Monthly Deductions

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

Credited Interest

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

Policy Debt and Default

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

Withdrawals

Withdrawals will not be allowed.

Persistency Credit

Persistency Credit will cease.

14. POLICY VALUE

Net Premiums Added

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

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

Monthly Deductions

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

Monthly Deductions are due until the Policy Anniversary on which the younger of the Lives Insured reaches Age 121, or would have reached Age 121 if living, at which time we will cease to take any further Monthly Deductions as described in Section 13.

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

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

Persistency Credit

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

14. POLICY VALUE (continued)

Cost of Insurance Charge

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

The Cost of Insurance Charge for a specific Policy Month is the charge for the Net Amount at Risk, including any Additional Ratings and any Supplementary Benefit riders which are part of the policy, where charges are deducted from the Policy Value and are based on the Net Amount at Risk. The charge for the Net Amount at Risk is an amount equal to the per dollar cost of insurance rate for that month multiplied by the Net Amount at Risk.

The Cost of Insurance rate will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Monthly Rates for any Policy Year are shown in Section 2 as a rate per \$1,000 of Net Amount at Risk. To get the maximum rate per dollar, the rate shown must be divided by 1,000. Each Cost of Insurance Charge is deducted in advance of the applicable insurance coverage for which we are at risk.

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

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

Net Amount at Risk

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

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

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

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

Other Deductions

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

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

15. LOAN ACCOUNT AND GUARANTEED INTEREST ACCOUNT

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

Loan Account Value

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

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

For details regarding the Loan Account, see Section 16.

Guaranteed Interest Account Value

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

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

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

16. LOANS

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

Available Loan Value

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

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

Loan Account

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

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

Loan Interest Charged

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

16. LOANS (continued)

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

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

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

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

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

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

Loan interest will continue to be charged as described in Section 13, when Monthly Deductions and premium payments cease when the younger of the Lives Insured reaches Age 121, or would have reached Age 121 if living.

Loan Interest Credited

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

Loan Repayment

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

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

17. SURRENDERS AND WITHDRAWALS

Surrender of the Policy

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

Withdrawals

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

- (a) without our approval, each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
- (b) after the withdrawal, the remaining Net Cash Surrender Value must be at least equal to 3 times the Monthly Deductions at the time of the withdrawal;
- (c) we will process the withdrawal, thereby reducing the Policy Value, as of the end of the Business Day on which we receive your written request;

17. SURRENDERS AND WITHDRAWALS (continued)

- (d) we will reduce the amount of the withdrawal if the amount is not sufficient to pay the withdrawal plus any pro-rata Surrender Charge; and
- (e) we will reduce the amount of the withdrawal if it would otherwise cause the Face Amount to fall below the lesser of \$250,000, or the Face Amount at issue.

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

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

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

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

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

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

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

18. OWNER AND BENEFICIARY

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

Change of Owner

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

Trustee Owner

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

Joint Ownership

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

Successor Owner

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

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

Beneficiary Classification

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

18. OWNER AND BENEFICIARY (continued)

Payment to Beneficiaries

We will pay the Insurance Benefit:

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

Change of Beneficiary

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

Death of Beneficiary

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

19. ASSIGNMENT

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

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

20. MISSTATEMENTS

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

21. SUICIDE

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

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

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

22. INCONTESTABILITY

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

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

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

23. THE CONTRACT

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

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

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

24. RIGHT TO POSTPONE PAYMENT OF BENEFITS

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

25. CLAIMS OF CREDITORS

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

26. REPORTS TO OWNER

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

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

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

27. HOW VALUES ARE COMPUTED

We provide Cash Surrender Values that are at least equal to those required by law. Cash Surrender Values will be at least as great as those calculated using the gender distinct (the 2001 CSO Sex and Smoker Distinct U ANB Mortality Table) or unisex (the 2001 CSO (50) Smoker Distinct U ANB Mortality Table) table, with substandard ratings as applicable. The Maximum Monthly Cost of Insurance rates are no greater than those derived from the appropriate gender distinct or unisex tables named above. Reserves will be at least as great as the minimum required by law.

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

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

Flexible Premium Survivorship Universal Life Insurance Policy

Adjustable Death Benefit

Benefit payable on death of Surviving Life Insured

Flexible premiums payable to the earlier of the last death or the Policy Anniversary when the younger of the Lives Insured has reached Age 121 or would have reached Age 121 if living

Non-Participating (Not eligible for dividends)

SERFF Tracking Number: MANU-127064282 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 48349
 Company Tracking Number: 11PROSUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: 11PROSUL
 Project Name/Number: 11PROSUL /11PROSUL

Supporting Document Schedules

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

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

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

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

	Item Status:	Status

SERFF Tracking Number: MANU-127064282 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 48349
Company Tracking Number: 11PROSUL
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life
Product Name: 11PROSUL
Project Name/Number: 11PROSUL /11PROSUL

Date:

Satisfied - Item: Compliance Certification re Unfair
Sex Discrimination

Comments:

Attachment:

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

Item Status:

Status

Date:

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

Comments:

Attachment:

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

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

**READABILITY CERTIFICATE
FOR THE STATE OF ARKANSAS**

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

FORM NUMBER

11PROSUL

READABILITY SCORE

50*

*Joint score for riders, application and policy combined.

March 28, 2011
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance



LIFE INSURANCE

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

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

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

PROPOSED LIFE INSURED LIFE ONE

1. a) Name JOHN M. DOE b) Sex [X] M [] F c) Date of Birth OCT 04 1967 d) Place of Birth ANYTOWN USA e) Social Security Number 1 2 3 4 5 6 7 8 9 f) Telephone Nos. 905 123-4567 905 234-5678 g) E-mail Address johndoe@hotmail.com h) Driver's License No. 1234567890 State AS i) Citizenship [X] US [] Other - give details: j) Primary Residence 1999 MARCH STREET ANYTOWN, ANYSTATE 12345 k) Total years at this address 5 l) Do you have a secondary residence? [X] No [] Yes - provide address including zip code and months per year at this address in Additional Information Q 37. m) Occupation COMPANY PRESIDENT [] Retired [] Homemaker [] Student [] Unemployed n) Employer ABC COMPANY o) Gross Annual Income Earned \$ 300,000 Unearned \$ 100,000 p) Net Worth \$ 2.6 M [X] Personal [] Joint with spouse Financial Supplement for Personal Insurance NB5125 may be required. q) Purpose of Insurance [X] Estate Conservation [] Business Insurance - complete Business Insurance section Q 38 [] Wealth Transfer [] Income Replacement [] Other - give details: r) In the last 5 years, has the Proposed Life Insured or any business of which he/she is a partner/owner/executive been bankrupt, had any liens, judgements or other similar financial difficulties? [X] No [] Yes - give details:

PROPOSED LIFE INSURED LIFE TWO

2. a) Name b) Sex [] M [] F c) Date of Birth d) Place of Birth e) Social Security Number f) Telephone Nos. g) E-mail Address h) Driver's License No. State i) Citizenship [] US [] Other - give details: j) Primary Residence (if different from Life One) k) Total years at this address l) Occupation [] Retired [] Homemaker [] Student [] Unemployed m) Employer n) Gross Annual Income Earned \$ Unearned \$ o) Net Worth (if different from Life One) \$ [] Personal [] Joint with spouse p) In the last 5 years, has the Proposed Life Insured or any business of which he/she is a partner/owner/executive been bankrupt, had any liens, judgements or other similar financial difficulties? [] No [] Yes - give details:

OWNER - List additional Owners and details in Additional Information Q 37

3. Who is the Owner? Proposed Life Insured One Proposed Life Insured Two Business Partner
 Trust Trust to be Established Employer
 Other - give relationship to Proposed Life Insured(s) _____

4. If the Owner is a Non US Person or a Non Resident Alien, will the IRS Form W-8BEN be submitted? Yes No

Provide details below, if other than Proposed Life Insured(s). If Trust Owner, complete the Trust Certification PS5101. Trust Agreement may be required.

5. a) Name _____		b) Date of Birth/Trust Date _____ <small>Month Day Year</small>	
c) Address <small>Street Address</small> _____		City _____ State _____ Zip Code _____	
d) Social Security/Tax ID Number (if applicable) _____		e) E-mail Address _____	
6. Multiple Owners - Type of Ownership <input type="checkbox"/> Joint with right of Survivorship <input type="checkbox"/> Tenants in common			

BENEFICIARY INFORMATION - Subject to change by Owner. (List additional beneficiaries in Additional Information Q 37)

7. a) Name JAMES M. DOE	<input checked="" type="checkbox"/> Primary	Relationship to Proposed Life Insured(s) SON	Percentage 100 %
b) Name _____	<input type="checkbox"/> Primary <input type="checkbox"/> Secondary	Relationship to Proposed Life Insured(s) _____	Percentage _____ %

COVERAGE DETAILS - Refer to your illustration for riders and benefits selected

8. **PRODUCT NAME** **JH UNIVERSAL LIFE**

9. **FLEXIBLE PREMIUM PRODUCTS**

Universal Life **Variable Universal Life** - complete **Fund Allocation NB5136**

a) Single Life Survivorship

b) Base Face Amount \$ **250,000** Supplemental Face Amount \$ _____
 Level Increasing by: _____ % for _____ Years
 Customized Increasing Schedule - complete **Customized Schedule NB5064**

c) Death Benefit Option Option 1 (Face Amount/TFA) Option 2 (Face Amount/TFA plus Policy Value)

d) Life Insurance Qualification Test Guideline Premium Cash Value Accumulation

e) Riders and Benefits (if applicable)

- Policy Protection Rider (PPR) PPR Flex PPR Quick PPR Enhanced PPR Cash Value Advantage
- Extended No Lapse Guarantee Long-Term Care Rider (complete **NB5018**)
- Return of Premium Rider (DB 1 only) Long-Term Care Continuation Rider
- Percentage of premiums to be returned at death (Whole numbers only. Maximum 100%) _____ % Disability Waiver of Monthly Deductions
- Overloan Protection Rider Disability Payment of Specified Premium
- Cash Value Enhancement Monthly Specified Amount \$ _____
- Accelerated Death Benefit (for terminal illness) Estate Preservation Rider (Four Year Term)
- Policy Split Option
- Other _____

10. **FIXED PREMIUM PRODUCTS**

Whole Life **Term 10** **Term 15** **Term 20** **Survivorship Term**

a) Face Amount \$ _____

b) Whole Life Pay Options Full - Pay Limited - Pay 10 - Pay 15 - Pay 20 - Pay Single - Pay

c) Riders and Benefits (if applicable)

- Total Disability Waiver Conversion Extension Rider (T15 & T20 only)
- Accelerated Death Benefit (for terminal illness) Automatic Premium Loan (if available)
- Long-Term Care Rider (complete **NB5018**) Other _____
- Long-Term Care Continuation Rider

11. If an additional or optional policy is being applied for by the Owner in a separate application, state plan and face amount.

Plan Name _____ \$ _____

PREMIUMS AND FUNDING INFORMATION

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

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

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

 Street Address _____ City _____ State _____ Zip Code _____

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

 Settled Contracts - give details: _____
 Other - give details: _____

Complete question 16, if premium source is a loan.

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

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

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

EXISTING AND PENDING INFORMATION

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

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

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

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

EXISTING AND PENDING INFORMATION continued

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

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

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

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

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

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

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

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

Question No.	Life One	Question No.	Life Two

INFORMATION REGARDING LAST MEDICAL CONSULTATION

LIFE ONE

LIFE TWO

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

MEDICAL CERTIFICATION

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

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

37.

COMPLETE THE FOLLOWING SECTIONS ONLY IF APPLICABLE TO YOUR APPLICATION

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

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

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

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

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

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

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

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

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

43. Request for Pre-Authorized Payment Plan Yes

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

Checking Account No. _____ Routing No. _____

I understand and agree that:

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

Attach voided sample check.

Attach Voided Check here

READ THE FOLLOWING CAREFULLY AND SIGN BELOW.

DECLARATIONS

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

In addition, I understand and agree that:

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

AUTHORIZATION TO OBTAIN INFORMATION

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

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

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

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

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

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

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

X

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

Owner - Signed at City State This Day of Year

X

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

X

Signature of Proposed Life Insured Two if other than Owner

AGENT SIGNATURE

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

X

Signature of Agent/Registered Representative Date

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

March 28, 2011

FLEXIBLE PREMIUM SURVIVORSHIP UNIVERSAL LIFE INSURANCE POLICY FORM 11PROSUL

Section / Section #	Page Number	Description
Front Cover Page	Cover	<ul style="list-style-type: none"> • Lives Insured's name and policy number varies based on issue specifications. • The Plan Name field is bracketed in case the Company wishes to market this form under a different product name. • Company Officer signatures bracketed as they may change.
1. Policy Specifications	3	<ul style="list-style-type: none"> • Lives Insured, Plan Name, Ages at Policy Date, Policy Number, Sex, (reference to Sex and gender of Lives Insured are suppressed if the basis of values uses unisex mortality tables), Issue Date, Policy Date, Risk Classification, and Additional Ratings all vary based on issue specifications. • Death Benefit Option at Issue will either be Option 1 or Option 2. • Life Insurance Qualification Test Elected will either be Guideline Premium Test or Cash Value Accumulation Test. • Face Amount at Issue will vary based on issue specifications. • The Governing Law field will show the state of issue. • Premium Mode will be annual, semi-annual, quarterly, monthly, or electronic draft. • All premiums shown vary based on issue specifications.
1. Policy Specifications (Other Benefits and Specifications)	3.1	<ul style="list-style-type: none"> • Other Benefits and Specifications, and any text under it, is bracketed to accommodate situations when the field is not applicable. • A complete listing of optional riders applied for and issued with the policy is shown on this page. This would include any previously and subsequently approved riders made available with this policy and elected by the policyowner.
1. Policy Specifications (Maximum Expense Charges)	3A	<ul style="list-style-type: none"> • The Contract Charge varies based on issue specifications. • The Surrender Charge for Face Amount at Issue varies based on issue specifications with charges grading down linearly over the first 240 policy months. Percentages range from a maximum of 100% down to a minimum of 0%.
1. Policy Specifications (Table of Values)	3B	<ul style="list-style-type: none"> • Premium Charge Limit varies based on issue specifications.
1. Policy Specifications (Table of Values)	3C	<ul style="list-style-type: none"> • Death Benefit Protection Premium Charge percentages of paid premium vary based on issue specifications, premiums received up to the Premium Charge Limit, premiums received in excess of the Premium Charge Limit, and by duration. • Death Benefit Protection Contract Charge varies based on issue specifications.
2. Table of Rates (A. Rate Table)	4	<ul style="list-style-type: none"> • Maximum Monthly Rates per \$1000 of Net Amount at Risk vary based on issue specifications for the Lives Insured. • Minimum Death Benefit Factors vary based on issue specifications for the Lives Insured. • Footnote bracket around "For Policy Years [90] varies based on issue specifications and is driven by younger issue age.
2. Table of Rates (Death Benefit Protection Rates – Table 1)	4A	<ul style="list-style-type: none"> • Death Benefit Protection Rates - Table 1 is used for purposes of a reference value only. Rates vary based on issue specifications for the Lives Insured.

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

March 28, 2011

FLEXIBLE PREMIUM SURVIVORSHIP UNIVERSAL LIFE INSURANCE POLICY FORM 11PROSUL

Section / Section #	Page Number	Description
2. Table of Rates (Death Benefit Protection Rates – Table 2)	4B	<ul style="list-style-type: none">• Death Benefit Protection Rates - Table 2 is used for purposes of a reference value only. Rates vary based on issue specifications for the Lives Insured.
2. Table of Rates (Table of Death Benefit Protection Interest Rates)	4C	<ul style="list-style-type: none">• Death Benefit Protection Interest Rate table varies by duration. Rates = 4.50% for all durations.
Back Cover Page	Back Cover	<ul style="list-style-type: none">• The address of the Company's Servicing Office and toll free number is bracketed as it may be changed in the future.

STATE OF ARKANSAS

CERTIFICATE OF COMPLIANCE

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

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

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

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



**Christopher M. Oates, FSA, MAAA
Actuary, Life Product Development**



**Helene Landow, FLMI, ACP
Corporate Officer**

Date: March 28, 2011

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

COMPLIANCE CERTIFICATION

STATE OF ARKANSAS

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

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

March 28, 2011
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance

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

CERTIFICATE OF COMPLIANCE

STATE OF ARKANSAS

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

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

March 29, 2011
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance

SERFF Tracking Number: MANU-127064282 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 48349
 Company Tracking Number: 11PROSUL
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
 Adjustable Life
 Product Name: 11PROSUL
 Project Name/Number: 11PROSUL /11PROSUL

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
03/03/2011	Supporting	Flesch Certification Document	03/29/2011	readability cert ar.pdf (Superseded)

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

**READABILITY CERTIFICATE
FOR THE STATE OF ARKANSAS**

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

FORM NUMBER

ICC11 11PROSUL

READABILITY SCORE

50*

*Joint score for riders, application and policy combined.

March 28, 2011
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance