

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life
Product Name: 13PIUL
Project Name/Number: 13PIUL/13PIUL

Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)
Product Name: 13PIUL
State: Arkansas
TOI: L09I Individual Life - Flexible Premium Adjustable Life
Sub-TOI: L09I.001 Single Life
Filing Type: Form
Date Submitted: 12/04/2012
SERFF Tr Num: MANU-128747437
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: 13PIUL

Implementation

Date Requested:
Author(s): Nina Kassim, Helene Landow, Karren Phair, Jacqueline Lau, Joel Meggs
Reviewer(s): Linda Bird (primary)
Disposition Date: 12/12/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
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General Information

Project Name: 13PIUL Status of Filing in Domicile: Pending
Project Number: 13PIUL Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments: State of Domicile: Michigan
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 12/12/2012
State Status Changed: 12/12/2012
Deemer Date: Created By: Joel Meggs
Submitted By: Joel Meggs Corresponding Filing Tracking Number:

Filing Description:
INDIVIDUAL LIFE

Policy:

Form 13PIUL- Flexible Premium Indexed Universal Life Insurance Policy, Non-Participating

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

Form 13PIUL, Flexible Premium Indexed Universal Life Insurance Policy, is a non-participating single life policy which targets a general market and the corporate-owned (COLI) market. The Minimum Face Amount is \$50,000 The issue age range for the policy is 0 to 90 and can vary within this range based on smoking status and risk class. Juveniles are assumed to be standard non-smokers. The policy provides two death benefit options and also provides flexibility in the timing and amount of premium payments. Premiums are payable until the earlier of the life insured's death or age 121.

When we receive a premium payment, we deduct a Premium Charge and credit the Net Premium to the Guaranteed Interest Account or to the Indexed Accounts, according to the policy owner's allocation instructions. The Guaranteed Interest Account is credited at rates determined by us, which are guaranteed never to be less than an effective annual rate of 2.0%, while the Indexed Accounts receive interest credits linked to the performance of an outside Index. The policy includes a cumulative policy value guarantee as described in the policy with a minimum guaranteed rate of interest of 2.0%. 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. Monthly Deductions are made from the Guaranteed Interest Account and the Indexed Accounts in accordance with the terms of the policy. If the policy is still in force at the life insured's Age 121, interest will continue to be credited but monthly deductions will cease. The Death Benefit will be determined the same way as it was before Age 121.

Policy loans are available on a variable interest rate basis as specified in the policy. The policy owner has a choice between a Standard Loan and an Index Loan as described in the policy. After the initial selection is made, the policyholder may switch his or her loan option type after the third Policy Year. A change can be made once a year on a Policy Anniversary. However, the Standard Loan is the only option available for the first three policy years.

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

For issue ages 16 and above, reserves and nonforfeiture values are based on the 2001 CSO Sex and Smoker Distinct U ANB Mortality Table, with substandard ratings as applicable. For issue ages up to 15, reserves and nonforfeiture values are based on the 2001 CSO Gender Distinct Composite U ANB Mortality Table, with substandard ratings as applicable. We also use these tables as the basis for determining maximum cost of insurance rates. For policies subject to the Norris Decision that are purchased by a qualified pension or profit-sharing plan we issue the policy on a unisex basis with maximum cost of insurance rates for issue ages 16 and above based on the 2001 CSO (80) Smoker Distinct U ANB Mortality Table, with substandard ratings as applicable, and for issue ages up to 15 based on the 2001 CSO (80) Composite U 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 (11/2011) Application for Life Insurance, which was approved by your state on December 5, 2011, under SERFF Tracking # MANU-127852888 state tracking # 50359. For COLI cases, the application that will be used is CP4000NY (02/2008) Master COLI Application for Life Insurance, which was approved by your state on August 27, 2008, under SERFF Tracking # MANU-125742058 state tracking # 40055.

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

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

We trust 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 416-852-4842 or via email at joel_meggs@jhancock.com.

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

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

Company and Contact

Filing Contact Information

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

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life
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Filing Company Information

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

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

Company	Amount	Date Processed	Transaction #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	12/04/2012	65398472

SERFF Tracking #:

MANU-128747437

State Tracking #:

Company Tracking #:

13PIUL

State: Arkansas

Filing Company:

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

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: 13PIUL

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/12/2012	12/12/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	12/10/2012	12/10/2012

Response Letters

Responded By	Created On	Date Submitted
Joel Meggs	12/12/2012	12/12/2012

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
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Disposition

Disposition Date: 12/12/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum (includes Reserve Statement)		No
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	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
Supporting Document	Certification of Compliance with External Index Guidelines		Yes
Form	Flexible Premium Indexed Universal Life Insurance Policy		Yes

State: Arkansas **Filing Company:** John Hancock Life Insurance Company (U.S.A.)
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Project Name/Number: 13PIUL/13PIUL

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/10/2012
Submitted Date	12/10/2012
Respond By Date	01/10/2013

Dear Joel Meggs,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments: External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

*Sincerely,
Linda Bird*

SERFF Tracking #:

MANU-128747437

State Tracking #:

Company Tracking #:

13PIUL

State:

Arkansas

Filing Company:

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

TOI/Sub-TOI:

L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name:

13PIUL

Project Name/Number:

13PIUL/13PIUL

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	12/12/2012
Submitted Date	12/12/2012

Dear Linda Bird,

Introduction:

Dear Ms. Bird,

Thank you for your comment letter of December 10, 2012.

Response 1

Comments:

We are hereby attaching a certification confirming we have reviewed the additional standards for Indexed products and are in compliance. We are also attaching a revised Statement of Variability wherein we have removed reference to the index, as those standards make it clear that substituting a different index can only be done after the Commissioner has approved said substitution.

Related Objection 1

Comments: External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Changed Items:

SERFF Tracking #:

MANU-128747437

State Tracking #:

Company Tracking #:

13PIUL

State: Arkansas

Filing Company:

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

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: 13PIUL

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Supporting Document Schedule Item Changes

Satisfied - Item: Statement of Variability

Comments:

Attachment(s):

SOV - AR.pdf

Previous Version

Satisfied - Item: Statement of Variability

Comments:

Attachment(s):

SOV - (Final).pdf

Satisfied - Item: Certification of Compliance with External Index Guidelines

Comments:

Attachment(s):

AR - Certification of Compliance with External Index Guidelines.pdf

SERFF Tracking #:

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Supporting Document Schedule Item Changes

Satisfied - Item:	Statement of Variability
Comments:	
Attachment(s):	
SOV - AR.pdf	
<i>Previous Version</i>	
Satisfied - Item:	Statement of Variability
Comments:	
Attachment(s):	
SOV - (Final).pdf	
Satisfied - Item:	Certification of Compliance with External Index Guidelines
Comments:	
Attachment(s):	
AR - Certification of Compliance with External Index Guidelines.pdf	

No Form Schedule items changed.
 No Rate/Rule Schedule items changed.

Conclusion:

We trust you will find this acceptable, and look forward to your state's approval. Should you have any additional questions or concerns, please feel free to contact me at 41-852-4842 or via email at joel_meggs@jhancock.com.

Sincerely,
 Joel Meggs

SERFF Tracking #:

MANU-128747437

State Tracking #:

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Form Schedule

Lead Form Number:

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Flexible Premium Indexed Universal Life Insurance Policy	13PIUL	POL	Initial		42.000	13PIUL AR.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



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

LIFE INSURED [John J. Doe]

POLICY NUMBER [12 345 678]

PLAN NAME [Protection Indexed UL]

FLEXIBLE PREMIUM INDEXED UNIVERSAL LIFE INSURANCE POLICY

ADJUSTABLE DEATH BENEFIT

INDEXED-LINKED INTEREST OPTION

BENEFIT PAYABLE ON LIFE INSURED'S DEATH

FLEXIBLE PREMIUMS PAYABLE TO AGE 121 DURING THE LIFE INSURED'S LIFETIME

NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS)

Subject to the conditions and provisions of this policy, while the policy is In Force, and upon the death of the Life Insured, John Hancock Life Insurance Company (U.S.A.) ("the Company") agrees to pay the Insurance Benefit to the beneficiary in a lump sum, which may include placing the Insurance Benefit in an interest-bearing account in the name of the beneficiary that provides immediate access to all of the account, and to provide the other benefits, rights, and privileges, if any, of the policy.

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

Your Net Premiums are added to your Policy Value. You may allocate them to one or more of the Indexed Accounts included within the Index Appreciation Account and/or to the Guaranteed Interest Account, subject to Section 19 and any other applicable provisions of the policy.

While the portion of your Policy Value in the Index Appreciation Account may be affected by an external index or indices, the policy does not participate in any stock or equity investment. The elements and the method used to calculate any Index Segment Interest Credit for each Indexed Account is shown in Section 1.

The portion of your Policy Value that is in the Guaranteed Interest Account will accumulate, after deductions, at rates of interest we determine. Such rates will not be less than the Minimum Guaranteed Interest Account Annual Rate shown in Section 1.

The amount of the Insurance Benefit, or the duration of the insurance coverage, or both, may increase or decrease as described in Section 6.

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:

[Signature] SPECIMEN

[Signature] SPECIMEN 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. Guaranteed Interest Account
16. Index Appreciation Account
17. Loan Account
18. Asset Bonus
19. Allocations and Transfers
20. Loans
21. Surrenders and Withdrawals
22. Owner and Beneficiary
23. Assignment
24. Misstatements
25. Suicide
26. Incontestability
27. The Contract
28. Right to Postpone Payment of Benefits
29. Claims of Creditors
30. Reports to Owner
31. How Values are Computed

1. POLICY SPECIFICATIONS

Life Insured [JOHN DOE]
Plan Name [Protection Indexed UL] **Policy Number** [12 345 678]
Age at Policy Date [35] **Issue Date** [January 1, 2013]
Sex [MALE] **Policy Date** [January 1, 2013]
Risk Classification [Standard Non Smoker]
Additional Ratings [not applicable]
Owner, Beneficiary As designated in the application or subsequently changed
Death Benefit Option at Issue [Option 1]
Life Insurance Qualification Test Cash Value Accumulation Test

Face Amount at Issue \$[500,000]

Governing Law [Arkansas]

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

PREMIUMS AT ISSUE

Minimum Initial Premium	\$ [106.95]
Premium Mode	[Annual]
Planned Premium	\$ [5,000.00 per year]

Notice: This policy provides life insurance coverage for the lifetime of the Life Insured if sufficient premiums are paid. Premium payments in addition to the Planned Premium shown may need to be made to keep this policy and coverage In Force until the Life Insured reaches Age 121, at which time no further premium payments are payable. Keeping the policy and coverage In Force will be affected by factors such as: changes in the current Cost of Insurance Rates; changes in the Administrative Charge, Face Amount Charge, Advance Contribution Charge, or Premium Charge; the amount, timing and frequency of premium payments; the interest rate being credited to the Guaranteed Interest Account and Index Appreciation 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 Grace Period and Policy Termination provisions in Sections 10 and 11.

At a minimum, this policy will provide coverage until Policy Month [11], Policy Year [46], if all Planned Premiums at Issue shown above are paid when they are due, and you do not take any policy loans or withdrawals, and there are no changes to the Planned Premium or other policy changes. For purposes of the preceding statement, we have assumed maximum mortality charges, maximum expense charges, and minimum credited interest.

OTHER BENEFITS AND SPECIFICATIONS

[Not Applicable]

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

MAXIMUM EXPENSE CHARGES

Deductions from Premium Payments

Premium Charge A percentage of total premium payments, the percentages as shown below:

Policy Years	Premium Charge Percent
1-10	35%
11+	32%

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

Administrative Charge \$15.00

Face Amount Charge A charge per \$1,000 of Face Amount that applies in the first [10] Policy Years. The charge is shown below:

Policy Years	Charge per \$1,000 of Face Amount
1-3	[\$0.0750]
4-[10]	[\$0.0750]

Cost of Insurance Charge

The Cost of Insurance Charge is determined in accordance with Section 14. Maximum Monthly Cost of Insurance Rates per \$1,000 of Net Amount at Risk and Cost of Insurance Charge Adjustment Factors are shown in Section 2.

Advance Contribution Charge

The Advance Contribution Charge is determined in accordance with Sections 3 and 14. The Advance Contribution Charge Rates are shown below.

Policy Years	Advance Contribution Charge Rate	Policy Years	Advance Contribution Charge Rate
1	0.001250	6	0.000625
2	0.001125	7	0.000500
3	0.001000	8	0.000375
4	0.000875	9	0.000250
5	0.000750	10+	0.000125

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

MAXIMUM EXPENSE CHARGES (continued)**Other Charges****Surrender Charge**

The Surrender Charge is deducted from the Policy Value during the Surrender Charge Period. See Sections 5 and 21 for details of when a Surrender Charge applies.

The Surrender Charge is equal to (a) minus (b) minus (c), with the result multiplied by the applicable percentage from the table below, where:

- (a) is the Initial Surrender Charge shown in the Table of Values;
- (b) is 0.0158 multiplied by the sum of premiums received in the first Policy Year;
- (c) is the sum of the total Advance Contribution Charges deducted in the first Policy Year.

The Surrender Charge will reduce over the Surrender Charge Period until it becomes zero. The table below shows the applicable percentage at the beginning of each Policy Year during the Surrender Charge Period (proportionate grading percentages apply for other Policy Months).

Surrender Charge Period (Policy Year)	Percentage	Surrender Charge Period (Policy Year)	Percentage
1	100.00%	7	40.00%
2	90.00%	8	30.00%
3	80.00%	9	20.00%
4	70.00%	10	10.00%
5	60.00%	11+	0.00%
6	50.00%		

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
Minimum Guaranteed Interest Account Annual Rate	2.0%
Cumulative Guaranteed Interest Rate	2.0%
Index Appreciation Account Values	See Specification Pages 3D and 3D (continued)
Maximum Rate of Loan Interest Charged	As defined in Section 20
Maximum Loan Interest Credited Differential	
Policy Years 1-10	1.25%
Policy Years 11+	.25%
Minimum Loan Amount	\$ 500
Asset Bonus	Rates are shown in Section 2
Asset Bonus Commencement Year	Beginning in Policy Year 11
Minimum Withdrawal Amount	\$ 500
Death Benefit Discount Factor	1.0016516
Initial Surrender Charge	\$ [3,570.00]
Partial Surrender Charge Decrease Exemption	10%
Advance Contribution Limit	[\$3,285.00]

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

TABLE OF VALUES (continued)

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

Death Benefit Protection Premium Charge	7% of each premium paid
Death Benefit Protection Administrative Charge	\$15.00
Death Benefit Protection Face Amount Charge	[\$0.1146] per \$1,000 of Face Amount
Death Benefit Protection Interest Rates	The Death Benefit Protection Value will be credited with an annual percentage rate of 2.0%.
Death Benefit Protection Cost of Insurance Rates	Rates vary by the Life Insured's Age and are shown in Section 2.

LISTING OF INDEXED ACCOUNTS AND VALUES FROM THE INDEX APPRECIATION ACCOUNT

CAPPED INDEXED ACCOUNT

The following provides the values and the method used in calculating any Index Segment Interest Credit for each Segment of the Capped Indexed Account.

Index	Standard & Poor's 500 Composite Stock Price Index, excluding dividends
Segment Initiation Date	The 15 th day of each calendar month
Segment Term	1 Year
Maximum Number of Segments	Up to 12 Segments at any given time
Segment Minimum Cap Rate	3.0%
Segment Floor Rate	0.0%
Lock In Date	End of the third Business Day prior to the Segment Initiation Date
Lock Out Period	12 consecutive months
Participation Rate	100%

Index Segment Interest Credit. The following formula is used to calculate any Index Segment Interest Credit on Segments in the Capped Indexed Account.

The Index Segment Interest Credit on the Segment Maturity Date is equal to the Adjusted Segment Crediting Balance on the Segment Maturity Date, multiplied by the Segment Growth Rate. The Segment Growth Rate is the greater of (a) and (b) where:

- (a) is the lesser of the Index Change times the Participation Rate, and the Segment Cap Rate for the Segment; and
- (b) is the Segment Floor Rate.

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

LISTING OF INDEXED ACCOUNTS AND VALUES FROM THE INDEX APPRECIATION ACCOUNT
(continued)**UNCAPPED INDEXED ACCOUNT**

The following provides the values and the method used in calculating any Index Segment Interest Credit for each Segment of the Uncapped Indexed Account.

Index	Standard & Poor's 500 Composite Stock Price Index, excluding dividends
Segment Initiation Date	The 15 th day of each calendar month
Segment Term	1 Year
Maximum Number of Segments	Up to 12 Segments at any given time
Segment Maximum Threshold Rate	20.0%
Segment Floor Rate	0.0%
Lock In Date	End of the third Business Day prior to the Segment Initiation Date
Lock Out Period	12 consecutive months
Participation Rate	100%

Index Segment Interest Credit. The following formula is used to calculate any Index Segment Interest Credit on Segments in the Uncapped Indexed Account.

The Index Segment Interest Credit on the Segment Maturity Date is equal to the Adjusted Segment Crediting Balance on the Segment Maturity Date, multiplied by the Segment Growth Rate. The Segment Growth Rate is the greater of (a) and (b) where:

- (a) is the Index Change times the Participation Rate, minus the Segment Threshold Rate for the Segment; and
- (b) is the Segment Floor Rate.

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

ASSET BONUS ANNUAL RATES

The rates below are used in determining the applicable Asset Bonus, as described in Section 18.

Age	Asset Bonus Annual Rate	Age	Asset Bonus Annual Rate
35	0.00%	79	0.48%
36	0.00%	80	0.47%
37	0.00%	81	0.46%
38	0.00%	82	0.45%
39	0.00%	83	0.45%
40	0.00%	84	0.44%
41	0.00%	85	0.43%
42	0.00%	86	0.42%
43	0.00%	87	0.42%
44	0.00%	88	0.41%
45	0.73%	89	0.40%
46	0.72%	90	0.39%
47	0.72%	91	0.39%
48	0.71%	92	0.38%
49	0.70%	93	0.37%
50	0.69%	94	0.36%
51	0.68%	95	0.36%
52	0.68%	96	0.36%
53	0.67%	97	0.36%
54	0.66%	98	0.36%
55	0.65%	99	0.36%
56	0.65%	100	0.36%
57	0.64%	101	0.36%
58	0.63%	102	0.36%
59	0.62%	103	0.36%
60	0.62%	104	0.36%
61	0.61%	105	0.36%
62	0.60%	106	0.36%
63	0.59%	107	0.36%
64	0.59%	108	0.36%
65	0.58%	109	0.36%
66	0.57%	110	0.36%
67	0.56%	111	0.36%
68	0.56%	112	0.36%
69	0.55%	113	0.36%
70	0.54%	114	0.36%
71	0.53%	115	0.36%
72	0.53%	116	0.36%
73	0.52%	117	0.36%
74	0.51%	118	0.36%
75	0.51%	119	0.36%
76	0.50%	120	0.36%
77	0.49%	121+	0.36%
78	0.48%		

2. TABLE OF RATES (continued) – Policy [12 345 678]**MAXIMUM MONTHLY COST OF INSURANCE RATES AND MINIMUM DEATH BENEFIT FACTORS**

Age	Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors	Age	Maximum Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors
35	0.0190	6.7019	79	3.7512	1.7393
36	0.0371	6.4462	80	4.1870	1.7039
37	0.0446	6.2063	81	4.6877	1.6707
38	0.0497	5.9769	82	5.2243	1.6399
39	0.0545	5.7567	83	5.8201	1.6109
40	0.0591	5.5451	84	6.4978	1.5833
41	0.0649	5.3416	85	7.2765	1.5568
42	0.0715	5.1462	86	8.1554	1.5311
43	0.1426	4.9585	87	9.1373	1.5059
44	0.1576	4.7923	88	10.2207	1.4806
45	0.1749	4.6332	89	11.4195	1.4544
46	0.1914	4.4811	90	12.6793	1.4259
47	0.2094	4.3351	91	13.9057	1.3943
48	0.2200	4.1951	92	15.1938	1.3578
49	0.2320	4.0595	93	16.5863	1.3150
50	0.2493	3.9282	94	18.1034	1.2654
51	0.2696	3.8015	95	19.7522	1.2167
52	0.2975	3.6795	96	21.3589	1.1699
53	0.3276	3.5627	97	23.0976	1.1249
54	0.3660	3.4508	98	25.0118	1.0817
55	0.4135	3.3441	99	27.1212	1.0401
56	0.4618	3.2429	100	27.5974	1.0000
57	0.5138	3.1468	101	29.4743	1.0000
58	0.5143	3.0553	102	31.4834	1.0000
59	0.5148	2.9643	103	33.6388	1.0000
60	0.5537	2.8739	104	35.9582	1.0000
61	0.6146	2.7864	105	38.3951	1.0000
62	0.6873	2.7028	106	41.0040	1.0000
63	0.7687	2.6233	107	43.8093	1.0000
64	0.8542	2.5477	108	46.8503	1.0000
65	0.9465	2.4757	109	50.1651	1.0000
66	1.0404	2.4070	110	53.7052	1.0000
67	1.1370	2.3413	111	57.0081	1.0000
68	1.2416	2.2782	112	60.1099	1.0000
69	1.3515	2.2175	113	60.1700	1.0000
70	1.4823	2.1589	114	60.2302	1.0000
71	1.6286	2.1028	115	60.2904	1.0000
72	1.8154	2.0489	116	60.3507	1.0000
73	2.0144	1.9979	117	60.4111	1.0000
74	2.2265	1.9495	118	60.4715	1.0000
75	2.4582	1.9033	119	60.5320	1.0000
76	2.7144	1.8592	120	60.5925	1.0000
77	3.0105	1.8171	121+	0.0000	1.0000
78	3.3546	1.7771			

Maximum Monthly Cost of Insurance Rates have been adjusted for any applicable Additional Ratings, shown in Section 1, that are applied to the Cost of Insurance Rates. The rates shown above apply to the Risk Classification of the Life Insured on the date of issue.

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

COST OF INSURANCE ADJUSTMENT FACTORS

Age	Cost of Insurance Charge Adjustment Factor A	Cost of Insurance Charge Adjustment Factor B	Age	Cost of Insurance Charge Adjustment Factor A	Cost of Insurance Charge Adjustment Factor B
35	0.0000120	0.0094919	79	0.0006637	0.0027466
36	0.0000140	0.0056075	80	0.0007328	0.0029217
37	0.0000159	0.0042148	81	0.0008128	0.0031282
38	0.0000173	0.0033850	82	0.0009078	0.0033794
39	0.0000186	0.0028535	83	0.0010233	0.0036918
40	0.0000200	0.0024989	84	0.0011641	0.0040789
41	0.0000215	0.0022487	85	0.0013365	0.0045591
42	0.0000232	0.0020732	86	0.0015352	0.0051118
43	0.0000252	0.0019551	87	0.0017643	0.0057506
44	0.0000273	0.0018616	88	0.0020288	0.0064925
45	0.0000294	0.0016862	89	0.0023498	0.0074082
46	0.0000323	0.0015794	90	0.0026777	0.0083473
47	0.0000352	0.0014887	91	0.0030125	0.0093244
48	0.0000378	0.0013989	92	0.0033548	0.0103599
49	0.0000411	0.0013436	93	0.0037309	0.0115641
50	0.0000454	0.0013222	94	0.0041526	0.0130190
51	0.0000500	0.0013058	95	0.0046258	0.0148222
52	0.0000548	0.0012906	96	0.0051330	0.0170559
53	0.0000601	0.0012827	97	0.0056733	0.0199765
54	0.0000658	0.0012781	98	0.0062775	0.0242491
55	0.0000719	0.0012759	99	0.0069513	0.0313136
56	0.0000785	0.0012770	100	0.0076490	0.0334773
57	0.0000857	0.0012819	101	0.0083432	0.0358468
58	0.0000938	0.0012939	102	0.0090590	0.0382457
59	0.0001027	0.0013101	103	0.0097980	0.0406758
60	0.0001123	0.0013282	104	0.0105623	0.0431376
61	0.0001234	0.0013564	105	0.0113106	0.0454386
62	0.0001354	0.0013864	106	0.0120548	0.0475989
63	0.0001485	0.0014194	107	0.0127927	0.0495635
64	0.0001622	0.0014502	108	0.0135305	0.0512875
65	0.0001786	0.0014984	109	0.0142661	0.0526595
66	0.0001954	0.0015411	110	0.0149006	0.0531592
67	0.0002138	0.0015881	111	0.0149010	0.0507321
68	0.0002341	0.0016408	112	0.0149016	0.0476330
69	0.0002565	0.0016993	113	0.0149029	0.0440373
70	0.0002811	0.0017634	114	0.0149051	0.0407421
71	0.0003083	0.0018345	115	0.0149093	0.0376974
72	0.0003382	0.0019119	116	0.0149172	0.0348878
73	0.0003713	0.0019973	117	0.0149327	0.0323032
74	0.0004083	0.0020933	118	0.0149646	0.0299421
75	0.0004479	0.0021922	119	0.0150404	0.0278340
76	0.0004939	0.0023116	120	0.0152972	0.0261829
77	0.0005449	0.0024432	121+	0.0000000	0.0000000
78	0.0006013	0.0025877			

The Cost of Insurance Charge Adjustment Factors A and B have been adjusted for any applicable Additional Ratings, shown in Section 1, that are applied to the Cost of Insurance Rates.

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

DEATH BENEFIT PROTECTION MONTHLY COST OF INSURANCE RATES

The Death Benefit Protection Monthly Cost of Insurance Rates are the Cost of Insurance Rates for the Death Benefit Protection Value calculation. The rate per dollar equals the rate shown below divided by 1,000. The Death Benefit Protection Monthly Cost of Insurance Rates have been adjusted for any Additional Ratings, shown in Section 1, that are applied to the Monthly Cost of Insurance Rates. The Death Benefit Protection Monthly Cost of Insurance Rates are not used in calculating the actual Policy Value, Cash Surrender Value, or Death Benefit provided under the policy. The Death Benefit Protection Cost of Insurance calculation is described in the Death Benefit Protection provision.

Age	Death Benefit Protection Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk	Age	Death Benefit Protection Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk	Age	Death Benefit Protection Monthly Cost of Insurance Rate per \$1,000 of Net Amount at Risk
35	0.0524	66	1.0705	97	44.6012
36	0.0567	67	1.1583	98	47.3957
37	0.0607	68	1.2515	99	50.3781
38	0.0676	69	1.3453	100	53.5676
39	0.0731	70	1.4583	101	56.0988
40	0.0801	71	1.5827	102	58.7956
41	0.0885	72	1.7500	103	61.6656
42	0.0979	73	1.9205	104	64.7190
43	0.1106	74	2.0951	105	67.9218
44	0.1249	75	2.2985	106	71.3273
45	0.1410	76	2.5171	107	74.9473
46	0.1573	77	2.7706	108	78.7951
47	0.1713	78	3.0647	109	82.8826
48	0.1820	79	3.4012	110	83.3333
49	0.1942	80	10.0404	111	83.3333
50	0.2113	81	11.2194	112	83.3333
51	0.2314	82	12.4473	113	83.3333
52	0.2568	83	13.7713	114	83.3333
53	0.2868	84	15.2374	115	83.3333
54	0.3201	85	16.8750	116	83.3333
55	0.3578	86	18.6902	117	83.3333
56	0.4017	87	20.6725	118	83.3333
57	0.4434	88	22.7969	119	83.3333
58	0.4812	89	25.0381	120	83.3333
59	0.5187	90	27.3770	121+	0.0000
60	0.5709	91	29.5768		
61	0.6355	92	31.8698		
62	0.7135	93	34.2886		
63	0.8008	94	36.8434		
64	0.8912	95	39.5270		
65	0.9817	96	41.9827		

3. DEFINITIONS

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

Additional Rating means an adjustment to the underwriting class that is applied when a Life Insured does not meet, at a minimum, our underwriting requirements for the Standard Risk Classification.

Adjusted Segment Crediting Balance means, on the Segment Maturity Date, the Initial Segment Balance less amounts deducted during the Segment Term for all Monthly Deductions, withdrawals, and any other deductions. For purposes of this calculation, each deduction is first multiplied by the ratio of the number of months remaining in the Segment Term after the date of the deduction divided by the number of months in the entire Segment Term.

Age means, on any Policy Anniversary, the age of the Life Insured at his or her birthday nearest that date.

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

Business Day means any day that we are open for business and the New York Stock Exchange is open for trading. We will deem each Business Day to end at the close of regularly scheduled trading of the New York Stock Exchange (currently 4:00 p.m. Eastern Time) on that day.

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

Closing Value means a value of the Index at the end of a Business Day. If the date prior to a Segment Initiation Date or a Segment Maturity Date is not a Business Day, the Closing Value will be the value of the Index on the close of the previous Business Day.

Guaranteed Interest Account means that part of the Policy Value, not in the Index Appreciation Account or the Loan Account, that receives a declared rate of interest.

Holding Segment means a portion of an Indexed Account which holds amounts allocated to that Indexed Account until these amounts are designated to Segments. Amounts allocated to a Holding Segment receive interest in the same manner and at the same rate as amounts in the Guaranteed Interest Account.

Index means the external index for each Indexed Account as shown in Section 1. If this Index is discontinued, or if we are unable to use it for reasons beyond our control, we will substitute a successor index of our choosing. In such case, we will notify you of the change at your last known address.

Indexed Account means one of the accounts included within the Index Appreciation Account. Each Indexed Account is composed of one or more Segments and its Holding Segment. New Segments are created on a Segment Initiation Date, and mature at the end of the Segment Term, on the Segment Maturity Date. Indexed Accounts are shown in Section 1.

Index Appreciation Account means the portion of the Policy Value consisting of the sum of values in the Indexed Accounts.

Index Change means the percentage change in the value of the Index over the Segment Term. It is equal to (b) minus (a), the result divided by (a), expressed as a percentage, where:

- (a) is the Closing Value of the Index on the Business Day prior to the Segment Initiation Date; and
- (b) is the Closing Value of the Index on a Segment Maturity Date.

Index Loan Principal means the lien against the Index Appreciation Account due to a policy loan.

Index Segment Interest Credit means any interest that will be credited to the Segment Balance on the Segment Maturity Date. See Section 1 and Section 16 for details.

Initial Segment Balance means the Segment Balance on a Segment Initiation Date as described in Section 16.

3. DEFINITIONS (continued)

In Force means that the policy has not terminated in accordance with Sections 9, 10, or 11, or been surrendered in accordance with Section 21.

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

Loan Account means that part of the Policy Value that reflects amounts transferred from the Guaranteed Interest Account or the Index Appreciation Account as collateral for a policy loan as described in Section 20.

Lock In Date means the date before which any new premium and Written Requests for allocation or transfer to the Index Appreciation Account must be received by us in order to be included in the determination of an Initial Segment Balance for a new Segment. The Lock In Date is shown in Section 1.

Lock Out Period means a period during which a restriction is imposed upon the creation of new Segments as described in Section 21. The Lock Out Period commences on the date of a withdrawal, that is not a Systematic Withdrawal, from a Segment of any Indexed Account prior to the Segment Maturity Date. The duration of the Lock Out Period is as shown in Section 1.

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

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

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

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

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

Partial Surrender Charge Decrease Exemption means the percentage of the Face Amount at Issue as shown in Section 1 in the Table of Values. This percentage is set at issue of the policy. This exemption applies to cumulative decreases in the Face Amount of insurance. Once cumulative decreases exceed this exemption, applicable Surrender Charges will apply. The exemption is not applicable to and has no effect on a full surrender of the policy or Net Cash Surrender Value withdrawals.

Participation Rate means the percentage of the Index Change that is used to calculate the Index Segment Interest Credit, if any, for each Segment of an Indexed Account. The guaranteed Participation Percentage is shown for each Indexed Account in Section 1.

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

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

Policy Debt means as of any date (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.

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

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

- (a) The first Policy Year is the period beginning on the Policy Date and ending on the day immediately preceding the first Annual Processing Date.

3. DEFINITIONS (continued)

- (b) Each subsequent Policy Year is the period beginning on an Annual Processing Date and ending on the day immediately preceding the next Annual Processing Date.

Processing Date means the first day of a Policy Month. A Policy Month shall begin on the day in each calendar month that corresponds to the day of the calendar month on which the Policy Date occurred. If the Policy Date is the 29th, 30th, or 31st day of a calendar month, then for any calendar month that has fewer days, the first day of the Policy Month will be the last day of such calendar month. If the Processing Date falls on a day other than a Business Day, the Processing Date for that Policy Month will be the previous Business Day. The Policy Date is not a Processing Date.

Segment means a portion of an Indexed Account in the Index Appreciation Account with a unique Segment Term.

Segment Balance means the portion of Policy Value in a particular Segment on a given date, as described in Section 16.

Segment Cap Rate means the maximum rate used in calculating any Index Segment Interest Credit for an applicable Indexed Account. We will set the Segment Cap Rate for a new Segment no later than three Business Days before the Segment Initiation Date. Once set by us, the Segment Cap Rate for a Segment will not change during the Segment Term. The Segment Cap Rate will never be less than the Segment Minimum Cap Rate shown in Section 1.

Segment Floor Rate means the minimum rate used in calculating any Index Segment Interest Credit. The Segment Floor Rate for each Indexed Account is shown in Section 1.

Segment Growth Rate means the rate of interest applied in the formula shown in Section 1 to calculate the applicable Index Segment Interest Credit.

Segment Initiation Date means the first day of a Segment Term. The Segment Initiation Date for each Indexed Account is shown in Section 1.

Segment Maturity Date means the last day of a Segment Term. The Segment Proceeds are computed on the Segment Maturity Date.

Segment Proceeds means the sum of the Index Segment Interest Credit, the Asset Bonus Amount, and the Segment Balance on the Segment Maturity Date.

Segment Term means the period of time a Segment exists from the Segment Initiation Date to the Segment Maturity Date. The Segment Term for each Indexed Account is shown in Section 1.

Segment Threshold Rate means a rate used in calculating any Index Segment Interest Credit for an applicable Indexed Account. We will set the Segment Threshold Rate for a new Segment no later than three Business Days before the Segment Initiation Date. Once set by us, the Segment Threshold Rate will not change during the Segment Term for the Segment to which it applies. The Segment Threshold Rate will never be more than the Segment Maximum Threshold Rate shown in Section 1.

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

Surrender Charge Period means the period beginning on the Policy Date during which we will assess Surrender Charges under the following conditions:

- (a) you surrender the policy;
- (b) you request a decrease in the Face Amount which exceeds the Partial Surrender Charge Decrease Exemption;
- (c) you make a withdrawal that reduces the Face Amount; or
- (d) the policy terminates due to default.

The Surrender Charge Period is shown in Section 1.

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

3. DEFINITIONS (continued)

Systematic Withdrawal means one of a series of periodic withdrawals prescheduled with a defined start date and either a defined end date or continuation until Written Request is given to terminate the schedule. If a scheduled Systematic Withdrawal is canceled after the schedule has begun, then any remaining withdrawals scheduled will also be canceled.

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

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

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

4. QUALIFICATION AS LIFE INSURANCE

It is intended that this policy comply with the definition of "life insurance contract" set forth in the federal income tax laws. We reserve the right to make any reasonable adjustments to the terms or conditions of this policy if it becomes necessary to allow it to qualify as life insurance. This provision should not be construed to guarantee that this policy will receive tax treatment as life insurance or that the tax treatment of life insurance will never be changed by the future actions of any tax authority. This policy uses the Cash Value Accumulation Test as its life insurance qualification test.

Cash Value Accumulation Test

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

Effect on Life Insurance Qualification Test

A change in Death Benefit Option or Face Amount, or certain other policy changes, will often change the policy's limits under the Cash Value Accumulation Test.

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

5. FACE AMOUNT

The Face Amount at Issue is shown in Section 1. You may not increase your Face Amount of insurance 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. If there is a reduction in Face Amount, a Surrender Charge may be deducted from the Policy Value. This charge will be equal to a proportionate part of the Surrender Charge that would have applied if the policy had been surrendered on the date the reduction in Face Amount takes effect. The proportion will be equal to the amount of the reduction in Face Amount which exceeds the Partial Surrender Charge Decrease Exemption divided by the amount of Face Amount in effect immediately before the reduction, less any applicable Partial Surrender Charge Decrease Exemption. This charge will also apply if a withdrawal, as described in Section 21, results in a reduction in Face Amount. Without our prior approval, the Face Amount cannot be reduced below the lesser of \$50,000 or the Face Amount at Issue. Any reduction in Face Amount will be effective on the Processing Date following the date we approve the request for the decrease.

6. INSURANCE BENEFIT

If the Life Insured dies while the policy is In Force, we will pay the Insurance Benefit upon receipt of due proof of death of the Life Insured, subject to any applicable provisions of the policy. If the Life Insured dies on or after the date we receive a 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

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

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

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

No amount of Index Segment Interest Credit will be credited if the Life Insured dies prior to a Segment Maturity Date.

Death Benefit

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

Death Benefit Options

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

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

- (a) the Face Amount if Option 1 is in effect, as specified in Section 21; 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 Processing Date following the date we approve the request, and the Face Amount after the change will be equal to the Face Amount immediately before the change plus the Policy Value as of the effective date of the change. You may not change your Death Benefit Option from Option 1 to Option 2 at any time.

Minimum Death Benefit

The sum of the Death Benefit as described above and the benefit payable upon the death of the Life Insured under any supplementary benefit riders will never be less than the Minimum Death Benefit. The Minimum Death Benefit is equal to the Minimum Death Benefit Factor for the Age of the Life Insured multiplied by the greater of the policy value or the cash surrender value as defined in the federal income tax laws, on the date of death of the Life Insured. The Minimum Death Benefit Factors are shown in Section 2. However, at no time will the Minimum Death Benefit be less than the amount required to maintain qualification of this policy as a life insurance contract for federal income tax purposes. We reserve the right to modify the Minimum Death Benefit Factors shown in Section 2, retroactively if necessary, to maintain qualification of this policy as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of this policy to the contrary.

6. INSURANCE BENEFIT (continued)

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 on any Business Day at our Service Office, and in any amount subject to the limits described below. We reserve the right to limit the dollar amount of any premiums paid. On request, we will give you a receipt signed by one of our officers.

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

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

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

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

Continuation of Insurance Upon Discontinuance of Premium Payments

Regardless of whether you continue paying premiums, we will continue taking the Monthly Deductions from the 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.

8. PREMIUMS (continued)

Returned or Protested Payments

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

9. DEATH BENEFIT PROTECTION

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

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

Net Death Benefit Protection Value

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

Death Benefit Protection Value

This is a reference value only. It is determined in the same way that your Policy Value is determined, as described in Section 14, Policy Value, 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 Face Amount Charge deducted monthly from the Policy Value will be the Death Benefit Protection Administrative Charge and Death Benefit Protection Face Amount 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 is credited with interest at the Death Benefit Protection Interest Rate;
- (d) the Death Benefit Protection Value will be credited with interest in the same manner as amounts allocated to the Guaranteed Interest Account, but applying the Death Benefit Protection Interest Rate shown in Section 1;
- (e) the rates used in calculating the Cost of Insurance Charge for the Death Benefit Protection Value are replaced with the Death Benefit Protection Monthly Cost of Insurance Rates shown in Section 2 and no Cost of Insurance Charge Adjustment Factors are applied in determining the Cost of Insurance Charge for the Death Benefit Protection Value;
- (f) no Asset Bonus is credited to your Death Benefit Protection Value;
- (g) no Advance Contribution Charge is applied against the Death Benefit Protection Value;
- (h) the Net Amount at Risk used in calculating the Cost of Insurance Charge for the Death Benefit Protection Value is:
 - (i) the sum of the Face Amount and the Death Benefit payable under any Supplementary Benefit rider for which charges are deducted from the Policy Value and are based on the Net Amount at Risk, divided by the Death Benefit Discount Factor shown in Section 1; minus
 - (ii) the Death Benefit Protection Value (if Death Benefit Option 1 has been elected) at the end of the immediately preceding Business Day less all Monthly Deductions, as modified by the Death Benefit Protection Value provision, due on the Policy Date or subsequent Processing Date.

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

9. DEATH BENEFIT PROTECTION (continued)

Default of the Death Benefit Protection Feature

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

Death Benefit Protection Feature Grace Period

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

Death Benefit Protection Default Payment

The amount required to bring this feature out of default, referred to as the Death Benefit Protection Default Payment, is the amount necessary to bring the Net Death Benefit Protection Value to zero at the date of default plus the amount necessary to keep the Net Death Benefit Protection Value above zero for the next three Policy Months.

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

Termination of the Death Benefit Protection Feature

This feature terminates at the earliest of:

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

This feature cannot be reinstated after it terminates.

10. GRACE PERIOD

Default

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

Default Payment

The amount required to bring the policy out of default, referred to as the Default Payment, is the amount necessary to bring the Net Cash Surrender Value to zero, if it is less than zero, at the date of default plus the amount necessary to keep the Net Cash Surrender Value above zero for the next three Policy Months.

10. GRACE PERIOD (continued)

When payment is received, any 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. Upon termination of the policy, the remaining Net Cash Surrender Value, if any, will be paid to the owner. If the Life Insured dies during the Grace Period, we will deduct from the Insurance Benefit all Monthly Deductions due and unpaid as of the date of the Life Insured's death. No Insurance Benefit under the policy or any supplementary benefit riders will be in effect after the policy terminates.

11. POLICY TERMINATION

This policy terminates on the earliest of the following events:

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

12. REINSTATEMENT

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

The requirements for reinstatement are as follows:

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

If we approve your request,

- (a) we must receive at our Service Office, within 60 days from the date the Company approves the application for reinstatement, 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 at least the next three Policy Months;
- (b) the reinstatement date will be the date we receive the required payment referenced in (a) above at our Service Office, until which time no coverage will be In Force;
- (c) the Face Amount will be reinstated to the same amounts as they were on the date the policy terminated;
- (d) any Surrender Charge will be reinstated to the amount it was at the date of default;
- (e) the remaining Surrender Charge Period, if any, will be the same as on the date of default;
- (f) the Policy Value on the date of reinstatement, prior to the crediting of any Net Premium paid on the reinstatement, will be equal to the Policy Value on the date the policy terminated;
- (g) at reinstatement, your Policy Value as well as the Net Premium received, will be allocated to the Guaranteed Interest Account and the Index Appreciation Account according to your current premium allocation instructions. Policy Value allocated to the Index Appreciation Account will create new Segments on the next Segment Initiation Date; and
- (h) any outstanding Policy Debt will be equal to the amount at termination of the policy; however, you have the right at time of reinstatement to repay or reinstate any outstanding Policy Debt.

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

13. COVERAGE AT AND AFTER AGE 121

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

At and After Age 121

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

We will continue to credit applicable interest.

Loan interest will continue to be charged if there is an outstanding loan. Loan repayments will be accepted.

The policy will go into default at any time the Policy Debt exceeds the Policy Value, and Section 10 and Section 20 will apply.

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

New loans will be allowed.

Withdrawals will be allowed.

14. POLICY VALUE

This is a flexible premium universal life insurance policy with an optional feature linking interest earned to an outside Index. The Index for each Indexed Account of the Index Appreciation Account is shown in Section 1. All Net Premiums are initially allocated to the Guaranteed Interest Account and the Index Appreciation Account, as applicable, according to your instructions. A Loan Account is created for any amounts transferred from the Guaranteed Interest Account or the Index Appreciation Account as collateral for loans. The Policy Value at any time is equal to the sum of the values you have in the Loan Account, the Guaranteed Interest Account, and the Index Appreciation Account. Descriptions of the Guaranteed Interest Account, Index Appreciation Account and the Loan Account can be found in Section 15, Section 16 and Section 17 below.

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 then allocate the balance remaining (the Net Premium) to the Guaranteed Interest Account and the Index Appreciation Account, as applicable, on that Business Day. The Net Premium is added to the Policy Value before we take any deductions due on that date. For any premiums received before the Policy Date, we will add the Net Premium to your Policy Value on the Policy Date.

Allocation of the initial premium payment and any subsequent premium payments will be in accordance with the Allocations provision of Section 19.

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

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, including during a Grace Period. 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 date we receive the initial premium.

14. POLICY VALUE (continued)

We will take Monthly Deductions from the Guaranteed Interest Account and from each Indexed Account under the Index Appreciation Account in the same proportion that the Policy Value in each of the accounts bears to the total Policy Value net of the Loan Account immediately prior to the deduction. For the portion deducted from each Indexed Account of the Index Appreciation Account, we will take that part of the Monthly Deduction from each Segment of the Indexed Account and amounts in a Holding Segment in the same proportion those Segments and Holding Segments bear to the total portion of the Policy Value in the Indexed Account immediately prior to the deduction.

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

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

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

Cost of Insurance Charge

On the Policy Date and each subsequent Processing Date we will deduct from the Policy Value a Cost of Insurance Charge. The Cost of Insurance Charge is the charge for the Net Amount at Risk, including any charges for Additional Ratings and any supplementary benefit riders which are part of the policy where such charges are deducted from the Policy Value and are based on the Net Amount at Risk.

The Cost of Insurance Charge is an amount equal to the current per dollar Cost of Insurance Rate multiplied by the Net Amount at Risk (reflecting any adjustment for the Minimum Death Benefit), reduced by an amount equal to the lesser of (a) or (b), where:

- (a) is the Cost of Insurance Charge Adjustment Factor A, as shown in Section 2, multiplied by the Face Amount; and
- (b) is the Cost of Insurance Charge Adjustment Factor B, as shown in Section 2, multiplied by the Policy Value, as described in the Net Amount at Risk provision below.

The Cost of Insurance Charge is deducted in advance of the insurance coverage for which we are at risk. Pursuant to the above calculation, the Cost of Insurance Charge will be affected by the Face Amount, Net Amount at Risk, and the Policy Value. In general, under the above formula maintaining a higher Policy Value will tend to result in a larger reduction of the overall Cost of Insurance Charge. In the determination of the Cost of Insurance Charge, including the calculation of the Net Amount at Risk and the Minimum Death Benefit, the Policy Value used will be equal to the Policy Value on that day immediately after any Net Premiums have been applied and Monthly Deductions due for that day are taken and before any interest has been credited. Under no circumstances will the Cost of Insurance Charge be less than zero.

Our current Cost of Insurance Rates will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions, and will vary based upon the Life Insured's sex (if issued on a sex-distinct basis), Age and Risk Classification; the duration that the policy has been In Force; and any supplementary benefit riders. Periodically, we review our Cost of Insurance Rates and may re-determine Cost of Insurance Rates at that time on a basis that does not discriminate unfairly within any class of lives insured. These rates, however, will never exceed the Maximum Monthly Cost of Insurance Rates shown in Section 2 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.

14. POLICY VALUE (continued)

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, as applicable;
- (b) is the Face Amount plus the Death Benefit payable under any supplementary benefit riders which are part of this policy and for which charges are deducted from the Policy Value and are based on the Net Amount at Risk, divided by the Death Benefit Discount Factor shown in Section 1, plus the Policy Value for policies electing Death Benefit Option 2; and
- (c) is the amount defined in (a) multiplied by the applicable Minimum Death Benefit Factor as shown in Section 2 for the Life Insured's Age.

Advance Contribution Charge

On the Policy Date, and on each subsequent Processing Date we will deduct from the Policy Value an Advance Contribution Charge. The Advance Contribution Charge will be equal to Advance Contribution Charge Rate, shown in Section 1, times the greater of zero or (a) minus (b), where:

- (a) the sum of the premiums paid to date; and
- (b) is the Advance Contribution Limit multiplied by the current Policy Year.

Pursuant to the above formula, the Advance Contribution Charge will be equal to zero if the sum of the premiums paid to date is less than or equal to the Advance Contribution Limit times the current Policy Year.

Other Deductions

We will deduct a Surrender Charge, as detailed in Section 5 and Section 21, 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 the Default Payment described in Section 10, and your policy terminates.

Cumulative Guarantee

This policy provides for a Cumulative Guarantee. The application of the Cumulative Guarantee may increase the amount of the Insurance Benefit and the Cash Surrender Value available under the policy as described in the following paragraph, but does not increase the amount available for withdrawals or loans, nor does it affect the amount available for transfers or allocations described in Section 19.

For purposes of calculating the Insurance Benefit and the Cash Surrender Value, the Policy Value used will be the greater of (a) and (b), where:

- (a) is the Policy Value determined as described above in this Section 14; and
- (b) is the Policy Value determined using an alternative method, where:
 - (i) Net Premiums would be accumulated at interest in the manner applicable to amounts accumulated in the Guaranteed Interest Account;
 - (ii) Monthly Deductions and withdrawals, including any applicable charges, would be made from the amount accumulated in (i) above in the manner applicable to the Guaranteed Interest Account;
 - (iii) the rate of interest credited to the amount accumulated in (i) above would be the Cumulative Guaranteed Interest Rate as shown in Section 1; and
 - (iv) the Asset Bonus is excluded.

15. GUARANTEED INTEREST ACCOUNT

The Guaranteed Interest Account is that part of the Policy Value, not in the Index Appreciation Account or the Loan Account, that receives a declared rate of interest.

Guaranteed Interest Account

The portion of the Policy Value in the Guaranteed Interest Account at any time equals:

- (a) the portion of Net Premiums allocated to it; plus
- (b) amounts transferred to it from the Loan Account as a result of loan repayments; plus
- (c) amounts allocated to it from a maturing Segment or received from a cancellation as described in Section 19; plus
- (d) interest credited to it; less
- (e) the portion of Monthly Deductions deducted from it; less
- (f) amounts transferred from it to the Loan Account as a result of loans taken, borrowed loan interest, or a loan option change; less
- (g) the portion of withdrawals, including any applicable charges taken from it; less
- (h) amounts transferred from it to the Indexed Accounts of the Index Appreciation Account.

Interest

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

16. INDEX APPRECIATION ACCOUNT

The Index Appreciation Account is that part of the Policy Value allocated to the Indexed Accounts shown in Section 1. Each Indexed Account is composed of one or more Segments and its Holding Segment. The Maximum Number of Segments applicable to an Indexed Account at one time is shown in Section 1. Amounts in a Holding Segment receive interest in accordance with Section 15. Each individual Segment exists for a specified period of time, known as the Segment Term, and then ceases on the Segment Maturity Date.

Index Appreciation Account

The portion of the Policy Value in the Index Appreciation Account at any time equals the sum of the Indexed Account values.

Indexed Account

The portion of the Policy Value in an Indexed Account at any time equals:

- (a) Net Premiums allocated to it; plus
- (b) amounts transferred to it from the Guaranteed Interest Account; plus
- (c) amounts transferred to it from the Loan Account for a loan option change; plus
- (d) the portion of Segment Proceeds allocated to it from another Indexed Account on a Segment Maturity Date; plus
- (e) any Index Segment Interest Credits added to it; plus
- (f) any Asset Bonus Amount added to it; plus
- (g) interest credited to amounts in a Holding Segment; less
- (h) the portion of the Monthly Deductions subtracted from it; less
- (i) the portion of Segment Proceeds reallocated from it to the Guaranteed Interest Account, Loan Account or another Indexed Account on the Segment Maturity Date; less
- (j) the amounts directed from it to the Guaranteed Interest Account due to a cancellation, as described in Section 19; less
- (k) the portion of withdrawals, and any applicable charges, subtracted from it; less
- (l) amounts transferred from it to the Loan Account for loans, borrowed loan interest, or a loan option change.

16. INDEX APPRECIATION ACCOUNT (continued)

Initial Segment Balance

Segments for an Indexed Account are created on a Segment Initiation Date as shown in Section 1. The Initial Segment Balance for each new Segment of an Indexed Account is equal to:

- (a) the amounts in a Holding Segment on the Lock In Date, along with any interest credited to that amount; less
- (b) the portion of Monthly Deductions subtracted from (a) after the Lock In Date; less
- (c) the portion of any withdrawals and any applicable charges subtracted from (a) after the Lock In Date; plus
- (d) the portion of any Segment Proceeds allocated to that Indexed Account from maturing Segments.

Segment Balance

The portion of the Policy Value in an individual Segment at any time after the Segment Initiation Date through the Segment Maturity Date equals:

- (a) the Initial Segment Balance; less
- (b) the portion of the Monthly Deductions subtracted from it; less
- (c) the portion of withdrawals, and any applicable charges, subtracted from it.

Index Segment Interest Credit

The portion of the Policy Value in an Indexed Account may increase on a Segment Maturity Date by the Index Segment Interest Credit. The Index Segment Interest Credit is calculated using the formula for the applicable Indexed Account as shown in Section 1. No Index Segment Interest Credit will be credited if a Policy Termination, as described in Section 11, occurs prior to the end of a Segment Term.

Although no Index Segment Interest Credit is applied until the Segment Maturity Date, the Company maintains an Index Segment Credit Balance for each Segment to record the amount estimated to pay an Index Segment Interest Credit on the next following Segment Maturity Date for that Segment. This Index Segment Credit Balance is a notional value only, and is not used in determining the actual Policy Value, Cash Surrender Value, Death Benefit Protection Value, or Insurance Benefit provided by this policy.

Segment Proceeds

On the Segment Maturity Date, including during a Grace Period, the Index Segment Interest Credit is calculated. The Index Segment Interest Credit, the Asset Bonus Amount, and the Segment Balance are added together to form the Segment Proceeds. The Segment Proceeds, after deducting any loan transfers made pursuant to Section 17, are then allocated according to your instructions, subject to the restrictions described in Section 19. If no allocation instructions are given, Segment Proceeds are allocated to a new Segment in the same Indexed Account.

17. LOAN ACCOUNT

The Loan Account reflects amounts transferred from the Guaranteed Interest Account or the Index Appreciation Account as collateral for a portion of the Policy Debt as described in Section 20.

Loan Account

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

- (a) amounts transferred to it from the Guaranteed Interest Account or the Index Appreciation Account for loans, borrowed loan interest, or loan option change; plus
- (b) the portion of Segment Proceeds reallocated to it from an Indexed Account on the Segment Maturity Date; plus
- (c) interest credited to it; less
- (d) amounts transferred from it to the Guaranteed Interest Account for loan repayment; less
- (e) amounts transferred from it to the Index Appreciation Account for a loan option change.

For details regarding loan processing, see Section 20.

18. ASSET BONUS

Beginning in the Asset Bonus Commencement Year, we will apply an Asset Bonus to any balances in your Guaranteed Interest Account, Holding Segments, and Indexed Account Segments, as described below, using the Asset Bonus Annual Rates shown in Section 2. The Asset Bonus does not apply to the Loan Account and is not used in the calculation of the Policy Value under the Cumulative Guarantee.

18. ASSET BONUS (continued)

Guaranteed Interest Account and Holding Segments

Beginning in the Asset Bonus Commencement Year and subject to the Asset Bonus Limit, we will add the Asset Bonus Annual Rate to the then-current declared rate of interest applicable to the Guaranteed Interest Account before crediting interest to any amounts in the Guaranteed Interest Account and any Holding Segments.

Indexed Account Segments

Beginning in the Asset Bonus Commencement Year and subject to the Asset Bonus Limit, on each Segment Maturity Date we will add the Asset Bonus Amount to the Segment Proceeds. The Asset Bonus Amount is the Asset Bonus Annual Rate multiplied by the Adjusted Segment Crediting Balance.

Asset Bonus Limit

The Asset Bonus Annual Rates used in determining your policy's Asset Bonus will be reduced at any time that your Policy Value exceeds the policy's Face Amount. In that case, the Asset Bonus Annual Rates used in calculating the Asset Bonus are equal to the Asset Bonus Annual Rates, shown in Section 1, times the Face Amount, divided by the Policy Value as of the date of the Asset Bonus calculation.

The Face Amount used in the above calculation excludes any amounts payable as a result of the Life Insured's death under any supplementary benefit riders that form part of the policy.

19. ALLOCATIONS AND TRANSFERS

Both Net Premium and Segment Proceeds allocation instructions are initially elected on your application for this policy. You may elect to change your allocation instructions for future premium payments and maturing Segment Proceeds at any time. Changes to those instructions must be made by Written Request.

Premium Allocations

We process Net Premiums as described in Section 14. We will allocate the Net Premiums as instructed to the Guaranteed Interest Account and any Indexed Account of the Index Appreciation Account. Net Premiums received by us prior to the Lock In Date and allocated to an Indexed Account will be included in the Initial Segment Balance for a new Segment at that Segment Initiation Date. Net Premiums received by us after a Lock In Date and allocated to an Indexed Account will be included in an Initial Segment Balance for a new Segment on the next following Segment Initiation Date. Any change you request to premium allocation instructions will affect the allocation of future premiums, but not change the allocation of any previous premium payments made. Net Premium allocation instructions are subject to a Lock Out Period following a withdrawal from a Segment as described in Section 21.

Segment Proceeds Allocations

On the Segment Maturity Date maturing Segment Proceeds are allocated to the Guaranteed Interest Account and any Indexed Account of the Index Appreciation Account per your Segment Proceeds allocation instructions. Indexed Account Segment Proceeds allocation instructions received by us after the Lock In Date will only apply to Indexed Account Segments maturing on the next following Segment Maturity Date.

19. ALLOCATIONS AND TRANSFERS (continued)

Transfers to the Index Appreciation Account

While the policy is In Force, a Written Request may be given to us at any time to transfer portions of your Policy Value from the Guaranteed Interest Account to any Indexed Accounts of the Index Appreciation Account. Transfers will take effect on the next Business Day, subject to a Lock Out Period following a withdrawal from a Segment as described in Section 21. Amounts transferred to any Indexed Account of the Index Appreciation Account prior to the Lock In Date will be included in the Indexed Account's Initial Segment Balance at that Segment Initiation Date. Amounts transferred to any Indexed Account of the Index Appreciation Account after a Lock In Date will be included in the Initial Segment Balance on the next following Segment Initiation Date. A request to transfer Policy Value may be specified as a dollar amount or a percentage of the Guaranteed Interest Account.

General Requirements for Allocations and Transfers

- (a) Written Requests received before a previous request is executed will supersede the earlier request;
- (b) if the balance in the Guaranteed Interest Account is insufficient to cover the full amount of a transfer, then the entire amount in the account will be transferred and the transfer will be considered complete; and
- (c) transfers from the Indexed Accounts of the Index Appreciation Account are not allowed.

We reserve the right to impose additional allocation and transfer requirements which may include, but are not limited to restricting:

- (a) the number and frequency of transfers;
- (b) the methods used to submit allocation and transfer instructions; and
- (c) allocations and transfers to the Indexed Accounts of the Index Appreciation Account.

Cancellation of a Holding Segment

You may cancel a Holding Segment by submitting a Written Request no later than the Lock In Date. A cancellation will result in a direction of amounts in a Holding Segment to the Guaranteed Interest Account.

20. LOANS

At any time while this policy is In Force and there is Available Loan Value, you can obtain a loan by Written Request. Each loan must be for at least the Minimum Loan Amount shown in Section 1. Your Policy Value serves as the only security for a loan, and as such, we may require a signed loan document to formalize this agreement. We may defer loans as provided by law and as provided in Section 28. Loans, except those used to pay premiums on this policy, may not be made if the policy is in the Grace Period as described in Section 10. You may repay the Policy Debt in whole or in part at any time prior to the death of the Life Insured and while the policy is In Force. Subject to any supplementary benefit rider, endorsement, or other provisions, while a loan exists, we will treat any amounts you pay as premiums, unless you make a Written Request that they be treated as loan repayments.

Available Loan Value

The Available Loan Value on any date will be an amount equal to (i) the Net Cash Surrender Value, less (ii) the Monthly Deductions then being deducted from the Policy Value multiplied by the number of months remaining in the Policy Year, times one minus the rate of the Loan Interest Charged for the Index Loan option.

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 31, as of the end of the Business Day on which the loan application is received at our Service Office.

20. LOANS (continued)

Loan Options

When you request a policy loan, you may choose between a Standard Loan or an Index Loan; each of these loan options is described below. Only the Standard Loan option is available during the first three Policy Years. Your choice of loan option stays in effect for as long as any Policy Debt remains, unless we receive your Written Request for a loan option change. A loan option change may only be requested once in each Policy Year.

In the case of a loan option change from the Index Loan option to the Standard Loan option, beginning on the Policy Anniversary following your Written Request, we will first transfer an amount up to the Index Loan Principal from the Guaranteed Interest Account to the Loan Account. If the amount transferred from the Guaranteed Interest Account is less than the remaining Index Loan Principal, then we will next transfer to the Loan Account an amount up to the Index Loan Principal from any portion of a Holding Segment. Should any Index Loan Principal remain, then on each Segment Maturity Date subsequent to this loan option change and while the Index Loan Principal is greater than zero, we will transfer to the Loan Account an amount up to the Index Loan Principal from any portion of Policy Value in the Guaranteed Interest Account, amounts in a Holding Segment, and any Segment Proceeds. The Index Loan Principal is reduced by the amount of each of the above transfers. After a transfer from maturing Segment Proceeds to the Loan Account, any remaining Segment Proceeds are then allocated according to your Segment Proceeds allocation instructions.

In the case of a loan option change from the Standard Loan option to the Index Loan option, on the Policy Anniversary following your Written Request we will transfer the balance of the Loan Account to the Capped Indexed Account and increase the Index Loan Principal by the amount of the transfer.

Standard Loan

When you take out a loan, or when accrued interest is capitalized under the Standard Loan option, to the extent possible, we first transfer an amount equal to the loan or capitalized interest from the Guaranteed Interest Account to the Loan Account. Amounts we transfer into the Loan Account collateralize the portion of the loan borrowed from the Guaranteed Interest Account.

If the portion of the Policy Value in the Guaranteed Interest Account is insufficient to complete this transfer, then we will next transfer, to the extent possible, an amount equal to the remaining loan request or capitalized interest from any portion of the Index Appreciation Account not yet included in a Segment Balance, to the Loan Account. Should any requested loan or capitalized interest balance remain, we will then increase the balance of the Index Loan Principal by that amount. The collateral for the Index Loan Principal is the Index Appreciation Account.

On each Segment Maturity Date when the Index Loan Principal is greater than zero, to the extent possible, we will reduce the Index Loan Principal by transferring to the Loan Account an amount up to the Index Loan Principal from any portion of Policy Value in the Guaranteed Interest Account, amounts in a Holding Segment, and any Segment Proceeds. The Index Loan Principal is reduced by the amount of the transfer. After the transfer, any remaining Segment Proceeds are then allocated according to your Segment Proceeds allocation instructions.

Interest is charged on the Policy Debt and interest is also credited to the Loan Account, as described in the Loan Interest Charged and Loan Interest Credited provisions below. Segments of the Index Appreciation Account continue to earn any Index Segment Interest Credit on the Segment Maturity Date.

Standard Loan Repayment

When you make a loan repayment under the Standard Loan option, we first apply the payment toward any accrued loan interest charges. If any of the payment remains, we then credit it against any existing Index Loan Principal balance. If any of the payment still remains, then we transfer the lesser of the remaining payment and the Loan Account balance from the Loan Account to the Guaranteed Interest Account. Any remaining payment is returned to you.

20. LOANS (continued)

Index Loan

When you take out a loan, or when loan accrued interest is capitalized under the Index Loan option, we increase the Index Loan Principal by an amount equal to the loan or capitalized interest up to, but not to exceed, the portion of the Policy Value in the Index Appreciation Account. The collateral for the Index Loan Principal is the Index Appreciation Account.

If the portion of the Policy Value in the Index Appreciation Account is insufficient to collateralize the entire loan, then we will next transfer an amount equal to the remaining loan request or capitalized interest from the Guaranteed Interest Account to the Loan Account. The collateral for this portion of the loan principal is the Policy Value transferred into the Loan Account from the Guaranteed Interest Account.

Interest is charged on the Policy Debt and interest is also credited to the Loan Account, as described in the Loan Interest Charged and Loan Interest Credited provisions below. Segments of the Index Appreciation Account continue to earn any Index Segment Interest Credit on the Segment Maturity Date.

Index Loan Repayment

When you make a loan repayment under the Index Loan option, we first apply the payment toward any accrued loan interest charges. If any of the payment remains, we then transfer an amount equal to the lesser of that remainder and any balance in the Loan Account from the Loan Account to the Guaranteed Interest Account. If any of the payment still remains, then we reduce the Index Loan Principal by the lesser of the remaining payment and the Index Loan Principal. Any remaining payment is returned to you.

Loan Interest Charged

The rate of Loan Interest Charged on Policy Debt is variable. We set this rate each year at your Policy Anniversary and it does not change during the Policy Year.

The Maximum Rate of Loan Interest Charged is the greater of (a) and (b), each as of the calendar month ending two months before the beginning of the month in which your Policy Anniversary falls, where:

- (a) is the rate of interest credited to the Guaranteed Interest Account plus 1% per annum; and
- (b) is the Moody's Corporate Bond Yield Average-Monthly Average Corporates.

For example, if your Policy Anniversary is in April, we would use the rates referenced in (a) and (b) above for the month of January in calculating the Maximum Rate of Loan Interest Charged.

We will only adjust the Maximum Rate of Loan Interest Charged if the greater of (a) and (b) above is at least one-half of one percent greater or less than the rate we set for the previous Policy Year. Otherwise, we will leave the Maximum Rate of Loan Interest Charged unchanged for the current Policy Year. Whether you choose the Standard Loan option or the Index Loan option, the rate of Loan Interest Charged will not in either case exceed the Maximum Rate of Loan Interest Charged. The current rate of Loan Interest Charged may differ depending on whether you elect a Standard Loan or an Index Loan.

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.

The loan interest accrues daily on all Policy Debt at the applicable rate of Loan Interest Charged, as to both the portion of debt that is collateralized by the Loan Account and the Index Appreciation Account.

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

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

20. LOANS (continued)

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

Loan Account Interest Credited

From time to time we will set the rate of Loan Interest Credited to the Loan Account. When we do so, it will be on a uniform basis for policies of the same class. The rate of Loan Interest Credited to the Loan Account is variable. The Loan Interest Credited accrues daily to amounts in the Loan Account. The minimum rate of Loan Interest Credited to the Loan Account will equal the applicable rate of Loan Interest Charged, based on whether you elect a Standard Loan or an Index Loan, less the Maximum Loan Interest Credited Differential. The difference between the rate of Loan Interest Charged and the rate of Loan Interest Credited to the Loan Account will not exceed the Maximum Loan Interest Credited Differential shown in Section 1.

21. SURRENDERS AND WITHDRAWALS

Surrender of the Policy

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

Withdrawals

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

- (a) without our approval, each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
- (b) after the withdrawal, the remaining Net Cash Surrender Value must be at least equal to three times the Monthly Deductions at the time of the withdrawal;
- (c) we will process the withdrawal, thereby reducing the Policy Value, as of the end of the Business Day on which we receive your Written Request;
- (d) we will deduct a pro-rata Surrender Charge if the withdrawal occurs during the Surrender Charge Period and the withdrawal results in a reduction in Face Amount;
- (e) we will reduce the amount of the withdrawal if it would otherwise cause the Face Amount to fall below the lesser of \$50,000 or the Face Amount at Issue;
- (f) we will reduce the amount of the withdrawal if the amount in all accounts is not sufficient to pay the withdrawal and any pro-rata Surrender Charge;
- (g) we will allocate the deduction of the withdrawal and any pro-rata Surrender Charge first from the Guaranteed Interest Account, then from amounts in a Holding Segment, and then from the Segments of all Indexed Accounts on a pro-rata basis;
- (h) on any date when there is a withdrawal from a Segment of any Indexed Account prior to the Segment Maturity Date that is not a Systematic Withdrawal, a Lock Out Period will begin;
- (i) if a Systematic Withdrawal is canceled at any time after they have begun, the rest of the scheduled withdrawals will also be canceled. Subsequent Systematic Withdrawal programs are not allowed to be set up for a twelve month period from the date of the cancellation; and
- (j) Systematic Withdrawals must be set up at least thirty days before the withdrawals are scheduled to begin.

Withdrawals will impact the amount of any Index Segment Interest Credit depending on when they occur, as described in Section 3.

21. SURRENDERS AND WITHDRAWALS (continued)

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 exceeds the difference between the Minimum Death Benefit and the Face Amount, divided by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in the Table of Rates in Section 2.

If the Death Benefit on any given day is equal to the Policy Value times the applicable Minimum Death Benefit Factor, withdrawals on such day will reduce the Death Benefit by the amount withdrawn times the applicable Minimum Death Benefit Factor until the Death Benefit is equal to the Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 13, subject to these provisions.

If Death Benefit Option 2 is in effect, an amount equal to any withdrawal 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. This exclusion from the Surrender Charge does not exempt the policy from a Lock Out Period.

Lock Out Period Restriction

On any date when there is a withdrawal that is not a Systematic Withdrawal from a Segment of any Indexed Account prior to the Segment Maturity Date, a Lock Out Period will begin and will continue for the Lock Out Period specified in Section 1. During a Lock Out Period any portion of Policy Value in a Holding Segment, as well as any additional amounts allocated or transferred to an Indexed Account, will not be included in the Initial Segment Balance for any new Segments until the first Segment Initiation Date after the end of the Lock Out Period.

22. OWNER AND BENEFICIARY

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

Change of Owner

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

Trustee Owner

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

Joint Ownership

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

Successor Owner

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

22. OWNER AND BENEFICIARY (continued)

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

Beneficiary Classification

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

Payment To Beneficiaries

We will pay the Insurance Benefit:

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

Change Of Beneficiary

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

Death Of Beneficiary

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

23. ASSIGNMENT

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

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

24. MISSTATEMENTS

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

25. SUICIDE

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

If the Life Insured commits suicide, while sane or insane, after two years from the Issue Date and within two years from the effective date of any increase in the Death Benefit requiring evidence of insurability, and such increase resulted from any payment of premium we are authorized to refuse under Section 8, the benefits payable under the policy will not include the amount of such Death Benefit increase but will include the amount of premium that pertains to the increase.

25. SUICIDE (continued)

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

26. INCONTESTABILITY

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

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

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

27. THE CONTRACT

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

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

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

28. RIGHT TO POSTPONE PAYMENT OF BENEFITS

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, except when required to make a premium payment.

29. 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.

30. 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 and the Index Loan Principal 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;

30. REPORTS TO OWNER (continued)

- (f) the Policy Value, if any, at the beginning and at the end of the current report period;
- (g) the Asset Bonus at the beginning and at the end of the current report period;
- (h) a notice stating that unless premium payments are made, assuming guaranteed interest, mortality and expense charges, the Net Cash Surrender Value will not be sufficient to maintain the policy In Force until the end of the next reporting period; and
- (i) any further information required by law.

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

31. HOW VALUES ARE COMPUTED

We provide Cash Surrender Values that are at least equal to those required by law. For issue ages up to 15, we base minimum Cash Surrender Values on 2001 CSO Gender Distinct Composite U ANB Mortality Table or the unisex 2001 CSO (80) Composite U ANB Mortality Table, with substandard ratings as applicable. For issue ages greater than 15, we base minimum Cash Surrender Values on the gender distinct 2001 CSO Sex and Smoker Distinct U ANB Mortality Table or the unisex 2001 CSO (80) Smoker Distinct U ANB Mortality Table, with substandard ratings as applicable. Reserves will be at least as great as the minimum required by law. The Maximum Monthly Cost of Insurance Rates are no greater than those derived from the appropriate gender distinct or unisex tables named above.

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

SERFF Tracking #:

MANU-128747437

State Tracking #:**Company Tracking #:**

13PIUL

State:

Arkansas

Filing Company:

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

TOI/Sub-TOI:

L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name:

13PIUL

Project Name/Number:

13PIUL/13PIUL

Supporting Document Schedules

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

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:			
Attachment(s):			
NB5000USR.pdf CP4000US.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
SOV - AR.pdf			

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

		Item Status:	Status Date:
Satisfied - Item:	Compliance Certification re Unfair Sex Discrimination		

SERFF Tracking #:

MANU-128747437

State Tracking #:

Company Tracking #:

13PIUL

State: Arkansas

Filing Company:

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

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

Product Name: 13PIUL

Project Name/Number: 13PIUL/13PIUL

Comments:	
Attachment(s):	
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(s):			
AR - compcert 23-79-138 reg 49 ar.pdf			

Item Status:

Status Date:

Satisfied - Item:	Certification of Compliance with External Index Guidelines		
Comments:			
Attachment(s):			
AR - Certification of Compliance with External Index Guidelines.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

13PIUL

READABILITY SCORE

42

November 29, 2012
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance



LIFE INSURANCE

Service Office: Life New Business 27 Drydock Ave Boston MA 02210-2377

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 123456789 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 [] Non US 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 m) Occupation COMPANY PRESIDENT n) Employer ABC COMPANY o) Gross Annual Income \$ 300,000 p) Net Worth \$ 2.6 M q) Purpose of Insurance [X] Estate Conservation 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

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 [] Non US j) Primary Residence (if different from Life One) k) Total years at this address l) Occupation m) Employer n) Gross Annual Income o) Net Worth (if different from Life One) 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

OWNER - List additional Owners and details in Additional Information Q 34

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 Month Day Year
c) Address Street Address 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 34)

7. a) Name	<input checked="" type="checkbox"/> Primary	Relationship to Proposed Life Insured(s)	Percentage
JAMES M. DOE		SON	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 - If applying for Indexed UL - complete Premium Allocation Instructions **NB5176**
 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** - Refer to instruction page for riders and benefits available per product.
 Policy Protection Rider (PPR) PPR Flex PPR Quick PPR Enhanced PPR Cash Value Advantage
Note: For single life the PPR loan type is fixed except for PPR Cash Value Advantage. For survivorship the PPR loan type is variable.
 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 Disability Waiver of Monthly Deductions
(Whole numbers only. Maximum 100%) _____ % Disability Payment of Specified Premium
 Overloan Protection Rider Monthly Specified Amount \$ _____
 Cash Value Enhancement Estate Preservation Rider (Four Year Term)
 Accelerated Death Benefit (for terminal illness) Policy Split Option
 Other _____

10. **FIXED PREMIUM PRODUCTS**

Term 10 Term 15 Term 20 Survivorship Term

a) Face Amount \$ _____

b) Riders and Benefits (if applicable)
 Total Disability Waiver Conversion Extension Rider (T15 & T20 only)
 Accelerated Death Benefit (for terminal illness) Other _____

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 _____ \$ _____

EXISTING AND PENDING INFORMATION continued

20. 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 \$

21. If applying for single life coverage, is there any inforce and applied for coverage on your spouse?

Yes - Total Coverage Amount \$ No No spouse

22. 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 31 for 'Yes' answers.

	Life One	Life Two
23. 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 31.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
24. Have you ever used tobacco or nicotine products in any form (including cigarettes, cigars, cigarillos, a pipe, chewing tobacco, nicotine patches or gum)? If 'Yes' , give details of type of nicotine product, amount and frequency and date last used in Q 31.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
25. 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 31.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
26. 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
27. 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
28. 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 31.	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Yes
29. 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
30. 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

31. Details for **'Yes'** answers for questions 23 - 30.

Question No.	Life One	Question No.	Life Two

INFORMATION REGARDING LAST MEDICAL CONSULTATION

LIFE ONE

LIFE TWO

<p>32. a) Date of last visit to ANY doctor/physician</p> <p style="text-align: center;">Month Day Year</p> <p style="text-align: center;">JAN 15 2009</p> <p>b) Reason for and outcome of visit (Diagnosis / Treatment / Medication Prescribed)</p> <p>ANNUAL CHECK-UP - NONE</p> <p>c) Physician Name, Address and Telephone Number</p> <p>ARTHER H. SMITH 123 MAIN STREET ANY TOWN, ANYSTATE 12347</p> <p>d) Provide Primary Physician name and contact information, if different from 32 c).</p>	<p>33. a) Date of last visit to ANY doctor/physician</p> <p style="text-align: center;">Month Day Year</p> <p>b) Reason for and outcome of visit (Diagnosis / Treatment / Medication Prescribed)</p> <p>c) Physician Name, Address and Telephone Number</p> <p>d) Provide Primary Physician name and contact information, if different from 33 c).</p>
--	--

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

34.

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.

35. a) Business Insurance Purpose Key Person Buy Sell Business Loan 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?
 No Yes - give details:

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

36. a) Are all siblings equally insured? No 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 37 to 39 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
37. 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
38. 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
39. 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

READ THE FOLLOWING CAREFULLY

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 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. **Flexible Premium Policies:** I/We understand that I/We may need to pay additional premiums in addition to the Planned Premium if the current policy charges or actual interest rate credited/investment performance are different from the assumptions used in the illustration (assuming the requirements of any applicable guaranteed death benefit feature have not been satisfied).
7. **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**.

READ THE FOLLOWING CAREFULLY AND SIGN BELOW.

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
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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



Master COLI Application for Life Insurance

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

(hereinafter referred to as The Company)

Service Office:

COLI Unit
197 Clarendon Street
Boston MA 02116-5010

• Print and use black ink. Any changes must be initialed by the Owner's Authorized Officer.

Owner

1. a) Name(s) of Owner(s)
- b) Address Street No. & Name, City, State, Zip code
- c) Tax ID Number

Beneficiary Information

2. Owner Other

Policy Details - For Variable Insurance Policies, complete required Application Supplement for Investment Allocation and Investor Suitability form.

3. Plan Name Corporate VUL Other
4. Supplementary Benefits
- Overloan Protection Rider
 - Return of Premium Death Benefit (with DB Option 1 only)
 - Increase Rate Yes _____ % No
 - Percentage of Premiums to be returned at death (Whole numbers only. Maximum 100%) _____ %
 - Supplemental Face Amount (SFA) (Check only one option below.)
 - Level Supplemental Face Amount (SFA)
 - Custom or increasing SFA schedule. Please complete Application Supplement - Customized Schedule form.
 - Other

5. Insurance amounts to be applied for in accordance with Insurance Schedule or Census and Consent to Life Insurance forms.
6. Death Benefit Option Option 1 (Face Amount) Option 2 (Face Amount plus Policy Value)
7. Loan Interest Rate Fixed Other %
8. Life Insurance Qualification Test Guideline Premium (GPT) Cash Value Accumulation (CVAT)
- Note: Elected test cannot be changed after the policy is issued. You may request an Illustration on both tests before making your election.**

Premiums

9. Amount \$ Frequency Annual Other

Premium Notices and Correspondence

10. a) Send Premium Notices to: (Select one)
- Owner Proposed Life Insured
 - Other: Name Street No. & Name, Apt No., City, State, Zip code
- b) Send Policy Correspondence to: (Select one)
- Owner Proposed Life Insured Same as 10. a) above
 - Other: Name Street No. & Name, Apt No., City, State, Zip code

Existing Insurance - Owner Replacements

11. Will this insurance replace existing policies or are you considering using funds from existing policies to pay premiums due on the new policy or contract?
- Yes No If Yes, please complete the IMPORTANT NOTICE: Replacement of Life Insurance or Annuities.

Special Requests

12. a) Special Policy Date b) Other

Telephone and/or Internet Transfer/Allocation Change Authorization

13. I understand and agree that:

- a) By checking one of the boxes below, I am authorizing The Company to accept telephone and Internet transfers and allocation changes. Telephone and Internet transfers and allocation changes will also be subject to the terms and conditions of the policy, and the administrative requirements of The Company.
- b) **The Company will honor telephone and Internet instructions from anyone who provides correct identifying information.** The Company, its agents or representatives of employees who act on its behalf will not be subject to any claim, liability, loss, expense or cost if acted on in good faith upon telephone or Internet instructions it reasonably believes to be genuine in reliance on this signed authorization.
- c) The Company, at its option alone and without prior or subsequent notice to the Owner(s), or any other person or representative of the Owner(s), may record all or part of any telephone conversation containing telephone transfer and/or allocation change instructions.

- d) All terms of the Authorization are binding upon the agents, heir and assignees of the Owner(s).
- e) This Telephone and Internet Transfer/Allocation Change Authorization will be effective until such time as (a) written revocation is received by The Company's Service Office, or (b) The Company discontinues this privilege, whichever occurs first.

Please check (✓) ONLY one box:

- I authorize The Company to accept telephone and Internet instructions from me or any co-owner.
- I authorize The Company to accept telephone and Internet instructions from me, any co-owner or our Registered Representative.

Declarations and Owner/Taxpayer Certification

DECLARATIONS

I declare that the statements and answers in this application, and any form that is made part of this application, are complete and true to the best of my knowledge. I believe they are correctly recorded. I believe that all of the lives under the attached schedule are actively at work full time and physically performing all of the duties of their usual employment. Full time employment is defined as at least 30 hours per week at their regular place of employment. Furthermore, each participant has consented to the beneficiary details, the insurance coverage amount as per this master application; and the attached insurance schedule. They have each attested that they have not been absent from work in the past 90 days because of illness or injury; or have provided details that were deemed satisfactory for the purposes of the Company's underwriting guidelines. In addition, I understand and agree that:

- 1. The Insurance Schedule, the Consent to Life Insurance forms, and any Application Supplement shall form part of the application for life insurance.
- 2. Insurance under any policy issued as a result of this application will not be effective, and no insurance shall be provided prior to the later of the date the first premium is paid in full and the date the policy has been delivered; provided that at the time of delivery there has been no deterioration in the insurability of any person proposed for life insurance as stated in the application, since the date of the application.
- 3. Acceptance of the policy will, where permitted by law, constitute agreement to its terms and ratification of any changes specified by The Company in the policy, except that any change of amount, classification, plan, benefits or age at issue will be made only with the Owner's written consent.
- 4. 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.

OWNER/TAXPAYER CERTIFICATION - MUST BE COMPLETED

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

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

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

Signatures (Please read all of the above Declarations and Owner/Taxpayer Certification before signing this form.)

THIS APPLICATION FOR LIFE INSURANCE INCLUDES THE INSURANCE SCHEDULE OR CENSUS, CONSENT TO LIFE INSURANCE FORMS, APPLICATION SUPPLEMENT FOR INVESTMENT ALLOCATION AND INVESTOR SUITABILITY AND APPLICATION SUPPLEMENT - CUSTOMIZED SCHEDULE, IF APPLICABLE.

Signed at City, State	This	Day of	Year
Witness X	Owner's Name		
Agent/Registered Representative, if other than Witness X	Signature and Title of Authorized Officer X		

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
STATEMENT OF VARIABILITY
December 12, 2012**

**FLEXIBLE PREMIUM INDEXED UNIVERSAL LIFE INSURANCE POLICY
FORM 13PIUL**

Section / Section #	Page Number	Description
Front Cover Page	Cover	<ul style="list-style-type: none"> • Life Insured's name and policy number vary based on issue specifications. • The Plan Name field is bracketed in case the Company wishes to market this form under a different product name. • Company officer signatures bracketed as they may change.
1. Policy Specifications	3.0	<ul style="list-style-type: none"> • Life Insured, Plan Name, Age at Policy Date, Policy Number, Sex (reference to Sex and gender of Life Insured is suppressed if the basis of values uses unisex mortality tables), Issue Date, Policy Date, Risk Classification, and Additional Ratings all vary based on issue specifications. • Death Benefit Option at Issue will either be Option 1 or Option 2. • Face Amount at Issue will vary based on issue specifications. • The Governing Law field will show the state of issue.
1. Policy Specifications	3.0 (continued)	<ul style="list-style-type: none"> • All premiums shown vary based on issue specifications for the Life Insured. • Premium Mode will be annual, semi-annual, quarterly, monthly, or electronic draft. • Policy Year and Policy Month in which the policy is projected to lapse will vary based on issue specifications for the Life Insured.
1. Policy 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 policy owner.
1. Policy Specifications	3A	<ul style="list-style-type: none"> • Face Amount Charge varies based on issue specifications for the Life Insured. The duration of the charge varies based on issue age from a minimum of 10 years to a maximum of 45 years (the maximum charge duration occurs at issue age 0).
1. Policy Specifications	3B	<ul style="list-style-type: none"> • The Initial Surrender Charge varies based on the issue specifications for the Life Insured. • Advance Contribution Limit varies based on issue specifications for the Life Insured.
	3C	<ul style="list-style-type: none"> • Death Benefit Protection Face Amount Charge varies based on issue specifications.
1. Policy Specifications	3D	<ul style="list-style-type: none"> • Listing of Indexed Accounts and Values from the Index Appreciation Account may vary with the addition of new Indexed Accounts
1. Policy Specifications	3D (continued)	<ul style="list-style-type: none"> • Listing of Indexed Accounts and Values from the Index Appreciation Account may vary with the addition of new Indexed Accounts
1. Policy Specifications	3E	<ul style="list-style-type: none"> • Index Disclaimers may vary in the event of substitution or the addition of a new Index.
1. Policy Specifications	3F	<ul style="list-style-type: none"> • Asset Bonus Annual Rtes vary based on issue specifications for the Life Insured.
2. Table of Rates	4	<ul style="list-style-type: none"> • Maximum Monthly Cost of Insurance Rates per \$1000 of Net Amount at Risk and Minimum Death Benefit Factors vary based on issue specifications for the Life Insured.

**FLEXIBLE PREMIUM INDEXED UNIVERSAL LIFE INSURANCE POLICY
FORM 13PIUL**

2. Table of Rates	4.1	<ul style="list-style-type: none">• Cost of Insurance Adjustment Factors A and B vary based on issue specifications for the Life Insured.
2. Table of Rates	4.2	<ul style="list-style-type: none">• Death Benefit Protection Cost of Insurance Rates vary based on issue specifications of the Life Insured.
Back Cover Page	Back Cover	<ul style="list-style-type: none">• The address of the Company's Servicing Office and toll free number is bracketed as it may be changed in the future.

STATE OF ARKANSAS

CERTIFICATE OF COMPLIANCE

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) hereby certifies that its policy form 13PIUL 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 13PIUL.

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 13PIUL complies with them.

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



Ann M Delaney, ASA, MAAA
Actuary
Life Product Management



Helene Landow, FLMI, ACP
Corporate Officer

November 27, 2012

Date

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

COMPLIANCE CERTIFICATION

STATE OF ARKANSAS

Form	Description
13PIUL	Flexible Premium Indexed 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.

November 29, 2012
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
13PIUL	Flexible Premium Indexed 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.

November 29, 2012
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance

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

COMPLIANCE CERTIFICATION

STATE OF ARKANSAS

Form	Description
13PIUL	Flexible Premium Indexed Universal Life Insurance Policy, N.P.

John Hancock Life Insurance Company (U.S.A.) hereby certifies that this filing meets the provisions of the Arkansas External Indexed Guidelines and that the contract will not be solicited by any person who is not trained and qualified.

December 12, 2012
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance

SERFF Tracking #:

MANU-128747437

State Tracking #:**Company Tracking #:**

13PIUL

State: Arkansas**Filing Company:**

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

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life**Product Name:** 13PIUL**Project Name/Number:** 13PIUL/13PIUL

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 Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/03/2012	Replaced 12/12/2012	Supporting Document	Statement of Variability	12/12/2012	SOV - (Final).pdf (Superseded)

**JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
STATEMENT OF VARIABILITY
December 3, 2012**

**FLEXIBLE PREMIUM INDEXED UNIVERSAL LIFE INSURANCE POLICY
FORM 13PIUL**

Section / Section #	Page Number	Description
Front Cover Page	Cover	<ul style="list-style-type: none"> • Life Insured's name and policy number vary based on issue specifications. • The Plan Name field is bracketed in case the Company wishes to market this form under a different product name. • Company officer signatures bracketed as they may change.
1. Policy Specifications	3.0	<ul style="list-style-type: none"> • Life Insured, Plan Name, Age at Policy Date, Policy Number, Sex (reference to Sex and gender of Life Insured is suppressed if the basis of values uses unisex mortality tables), Issue Date, Policy Date, Risk Classification, and Additional Ratings all vary based on issue specifications. • Death Benefit Option at Issue will either be Option 1 or Option 2. • Face Amount at Issue will vary based on issue specifications. • The Governing Law field will show the state of issue.
1. Policy Specifications	3.0 (continued)	<ul style="list-style-type: none"> • All premiums shown vary based on issue specifications for the Life Insured. • Premium Mode will be annual, semi-annual, quarterly, monthly, or electronic draft. • Policy Year and Policy Month in which the policy is projected to lapse will vary based on issue specifications for the Life Insured.
1. Policy 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 policy owner.
1. Policy Specifications	3A	<ul style="list-style-type: none"> • Face Amount Charge varies based on issue specifications for the Life Insured. The duration of the charge varies based on issue age from a minimum of 10 years to a maximum of 45 years (the maximum charge duration occurs at issue age 0).
1. Policy Specifications	3B	<ul style="list-style-type: none"> • The Initial Surrender Charge varies based on the issue specifications for the Life Insured. • Advance Contribution Limit varies based on issue specifications for the Life Insured.
	3C	<ul style="list-style-type: none"> • Death Benefit Protection Face Amount Charge varies based on issue specifications.
1. Policy Specifications	3D	<ul style="list-style-type: none"> • Listing of Indexed Accounts and Values from the Index Appreciation Account may vary with the addition of new Indexed Accounts • Index may vary in the event of substitution or the addition of a new Index.
1. Policy Specifications	3D (continued)	<ul style="list-style-type: none"> • Listing of Indexed Accounts and Values from the Index Appreciation Account may vary with the addition of new Indexed Accounts • Index may vary in the event of substitution or the addition of a new Index or if the Index requires us to make a change to disclosure.
1. Policy Specifications	3E	<ul style="list-style-type: none"> • Index Disclaimers may vary in the event of substitution or the addition of a new Index.
1. Policy Specifications	3F	<ul style="list-style-type: none"> • Asset Bonus Annual Rtes vary based on issue specifications for the Life Insured.
2. Table of Rates	4	<ul style="list-style-type: none"> • Maximum Monthly Cost of Insurance Rates per \$1000 of Net Amount at Risk and Minimum Death Benefit Factors vary based on issue specifications for the Life Insured.

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2. Table of Rates	4.1	<ul style="list-style-type: none">• Cost of Insurance Adjustment Factors A and B vary based on issue specifications for the Life Insured.
2. Table of Rates	4.2	<ul style="list-style-type: none">• Death Benefit Protection Cost of Insurance Rates vary based on issue specifications of the Life Insured.
Back Cover Page	Back Cover	<ul style="list-style-type: none">• The address of the Company's Servicing Office and toll free number is bracketed as it may be changed in the future.