Corporate Office: 201 Townsend Street, Suite 900, Lansing, MI 48933

LIFE INSURED HETRTWFONE HETRTWLONE

POLICY NUMBER 83 990 001

PLAN NAME John Hancock Vitality Term 10

INDIVIDUAL TERM LIFE POLICY WITH HEALTHY ENGAGEMENT BENEFIT

BASE PREMIUMS LEVEL THROUGHOUT THE SELECT PERIOD SHOWN IN SECTION 1.
PREMIUM SCHEDULE DESCRIBED IN SECTIONS 2 AND 7
RENEWABLE ANNUALLY TO AGE 95
CONVERTIBLE WITHIN THE CONVERSION PERIOD
BENEFIT PAYABLE ON DEATH ON OR BEFORE EXPIRY DATE
NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS)

The Total Premiums payable for this policy may increase or decrease after the first Policy Year during the Select Period based upon the Status of the Life Insured on each Annual Processing Date, but will never be greater than Total Premium shown in the Guaranteed Premium Schedule in Section 2 of this policy.

Subject to the conditions and provisions of this policy, if the Life Insured dies while the policy is In Force, John Hancock Life Insurance Company (U.S.A.) ("the Company") agrees to pay the Death Benefit to the beneficiary in a lump sum, which may include placing the Death 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 Death Benefit is described in Section 4. If the Company makes other plans of payment available other than a lump sum, then a beneficiary may request any such other plans in lieu of a lump sum.

If this policy is convertible, the Conversion Period and Products Available for Conversion are described 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.

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 an agent of the Company. 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 and the parties shall be in the same position as if no policy had ever been issued.

Signed for the Company by:

President

Secretary

Policy Provisions

Section

- 1. Policy Specifications
- 2. Premium Schedule
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- 12. Conversion
- 13. Owner and Beneficiary
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- 17. Incontestability
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- 20. Currency and Place of Payment
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1. POLICY SPECIFICATIONS

Life Insured HETRTWFONE HETRTWLONE

Plan Name John Hancock Vitality Term 10 Policy Number 83 990 001

Plan Version GOLD (LEVEL 3)

Age at Policy Date 35 Issue Date Feb 5, 2010

Sex Male Policy Date Feb 5, 2010

Expiry Date Feb 5, 2070

Risk Classification Standard Non Smoker

Additional Ratings for not applicable

Base Policy

Plan Term Life, renewable to Age 95, non-participating

Select Period shown below

Select Period 10 Years, through Feb 4, 2020

Supplementary Benefits Not Elected

Owner, Beneficiary As designated in the application or subsequently changed

Jurisdiction of Issue Michigan

Department of Insurance and Financial Services Telephone Number: 877-

999-6442

Face Amount \$100,000

Minimum Face Amount \$100,000

Conversion Period During the period ending on the earlier of the last day of Policy Year 10 or the

policy anniversary nearest the Life Insured's attainment of Age 70

Products Available for Conversion

- 1. During the period beginning on the Issue Date and ending on the last day of Policy Year 4, you may elect to convert this policy to any single life permanent plan of life insurance offered for sale at the time of the conversion by the Company or one of its affiliated companies;
- 2. During the period beginning on the fourth Policy Anniversary and ending on the last day of Policy Year 10, your conversion options are dependent on the Status achieved by the Life Insured, as follows:
 - (a) if the Life Insured has achieved either the Level 3 or Level 4 Status on each of the three Annual Processing Dates prior to the date of the conversion application, you may elect to convert this policy to any single life permanent plan of life insurance offered for sale at the time of the conversion by the Company or one of its affiliated companies;
 - (b) if the Life Insured has achieved either the Level 1 or Level 2 Status on any of the three Annual Processing Dates prior to the date of the conversion application, you may elect to convert this policy to a single life permanent plan of life insurance offered for conversion by the Company or one of its affiliated companies at the time of election. This may not include all of the plans of life insurance offered for sale by the Company or its affiliates.

1. POLICY SPECIFICATIONS (CONTINUED) - POLICY 83 990 001

In making the determination in (a) and (b), if the Conversion Date occurs on the Annual Processing Date, we will use the Status achieved on that date along with the Statuses achieved on the prior two Annual Processing Dates.

3. Thereafter, your conversion option for any Conversion Period remaining will be limited to a single life permanent plan of life insurance offered for conversion by the Company or one of its affiliated companies at the time of election. This may not include all of the plans of life insurance offered for sale by the Company or its affiliates.

Conversion to Joint Last-to-Die Survivorship Policy

During the lesser of the first four Policy Years and the Conversion Period shown in Section 1, you may also request to convert this policy to a new joint last-to-die survivorship policy up to the Face Amount of this policy without Evidence of Insurability on the existing Life Insured under this Policy, provided that the following conditions are met and subject to our approval:

- (a) we must receive Evidence of Insurability on the new life confirming the new life is considered an insurable risk that would be acceptable for a single life policy at the time of conversion. The existence of a term policy on the new life is not sufficient Evidence of Insurability to convert this policy to a joint last-to-die survivorship policy. The rate classification for the new life will be determined at the time of conversion; and
- (b) the Face Amount of the new policy must be within our available retention based on our published term conversion retention limits at the time of conversion.



1. POLICY SPECIFICATIONS (CONTINUED) - POLICY 83 990 001

PREMIUMS

Premium Mode Annually

Face Amount Decrease Policy Years 1 - 3 Not Allowed

Policy Years 4 - 6 50% of Face Amount at issue or less*

Policy Years 7 and thereafter Allowed*

*Policyowner may decrease the Face Amount, provided that the new Face Amount does not fall below the Minimum Face Amount shown above.

Initial Premium \$187.50

ANNUAL MULTIPLIERS

Bronze (Level 1) Status	1.0400
Silver (Level 2) Status	1.0250
Gold (Level 3) Status	1.0000
Platinum (Level 4) Status	0.9940

BASE PREMIUM (FOR THE SELECT PERIOD)

FREQUENCY	ANNUALLY	SEMI-ANNUALLY	QUARTERLY	MONTHLY
MODAL PREMIUM	\$187.50	\$95.63	\$48.75	\$16.22
ANNUALIZED PREMIUM	\$187.50	\$191.26	\$195.00	\$194.64
POLICY FEE (INCLUDED IN MODAL PREMIUM)	\$70.00	\$35.70	\$18.20	\$6.06

PREMIUM FOR ADDITIONAL RATINGS AND SUPPLEMENTARY BENEFITS (FOR THE SELECT PERIOD)

FREQUENCY	ANNUALLY	SEMI-ANNUALLY	QUARTERLY	MONTHLY
MODAL PREMIUM	\$0.00	\$0.00	\$0.00	\$0.00
ANNUALIZED PREMIL	JM \$0.00	\$0.00	\$0.00	\$0.00

When premiums are paid at intervals more frequently than annually, the annualized amounts of the Base Premium and any premiums for Additional Ratings and Supplementary Benefits may be higher. The above tables show the differences by Premium Mode during the Select Period. For the differences by Premium Mode after the Select Period, please contact our Service Office at 1-800-387-2747. The Modal Premium is not the Total Premium. See Section 2 for a description of the Total Premium.

The Base Premium includes a charge of \$18.00 per year for the Healthy Engagement Benefit.

2. PREMIUM SCHEDULE - POLICY 83 990 001

PLAN VERSION PREMIUM SCHEDULE GOLD (LEVEL 3)

The following premium schedule shows the amount payable Annually in the applicable Policy Year assuming the Premium Mode is maintained in all years and the Life Insured achieves Gold (Level 3) Status in all Policy Years during the Select Period. Electing a different Premium Mode or achievement of a different Status in any Policy Year during the Select Period will result in a Total Premium that differs from what is shown below. For a schedule of premiums in other Premium Modes and other assumed Status levels, please contact our Service Office at 1-800-387-2747.

Total Premium is the Base Premium plus any Additional Rating Premium calculated using a percentage, multiplied by the Cumulative Multiplier (described in Section 7) plus any Premium for Additional Rating calculated using an amount per thousand of Face Amount, plus any Premium for Supplementary Benefits.

POLICY YEAR	BASE PREMIUM*	ADDITIONAL RATING PREMIUM**	CUMULATIVE PREMIU MULTIPLIER SUPPLEM BENE	ENTARY PREMIUM
Feb 05, 2010 Feb 05, 2011 Feb 05, 2012 Feb 05, 2013 Feb 05, 2014 Feb 05, 2015 Feb 05, 2016 Feb 05, 2017	\$187.50 \$187.50 \$187.50 \$187.50 \$187.50 \$187.50 \$187.50	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	1.0000 1.0000 1.0000 1.0000 1.0000 1.0000 1.0000	\$187.50 \$187.50 \$187.50 \$187.50 \$187.50 \$187.50 \$187.50 \$187.50
Feb 05, 2018 Feb 05, 2019	\$187.50 \$187.50	\$0.00 \$0.00	1.0000 1.0000	\$187.50 \$187.50

^{*} Includes the applicable Policy Fee shown previously in Section 1.

^{**} Includes premium for 1) any Additional Rating Premium calculated using a percentage, and 2) any Additional Rating Premium calculated using an amount per thousand of Face Amount, as shown in Section 1.

2. PREMIUM SCHEDULE (CONTINUED) - POLICY 83 990 001

GUARANTEED PREMIUM SCHEDULE BRONZE (LEVEL 1)

The following premium schedule shows the amount payable Annually in the applicable Policy Year assuming that the Premium Mode is maintained in all years.

Total Premium is the Base Premium plus any Additional Rating Premium calculated using a percentage, multiplied by the Cumulative Multiplier (described in Section 7) plus any Premium for Additional Rating calculated using an amount per thousand of Face Amount, plus any Premium for Supplementary Benefits. The below table assumes the achievement of Bronze (Level 1) Status in all Policy Years during Select Period. Achievement of a different Status in any Policy Year during the Select Period will result in a lower Total Premium.

POLICY YEAR	BASE PREMIUM*	ADDITIONAL RATING PREMIUM**	CUMULATIVE MULTIPLIER	PREMIUM FOR SUPPLEMENTARY BENEFITS	TOTAL PREMIUM
Feb 05, 2010	\$187.50	\$0.00	1.0000		\$187.50
Feb 05, 2011	\$187.50	\$0.00	1.0400		\$195.00
Feb 05, 2012	\$187.50	\$0.00	1.0816		\$202.80
Feb 05, 2013	\$187.50	\$0.00	1.1249		\$210.92
Feb 05, 2014	\$187.50	\$0.00	1.1699		\$219.36
Feb 05, 2015	\$187.50	\$0.00	1.2167		\$228.13
Feb 05, 2016	\$187.50	\$0.00	1.2654		\$237.26
Feb 05, 2017	\$187.50	\$0.00	1.3160		\$246.75
Feb 05, 2018	\$187.50	\$0.00	1.3686		\$256.61
Feb 05, 2019	\$187.50	\$0.00	1.4233		\$266.87

^{*} Includes the applicable Policy Fee shown previously in Section 1.

^{**} Includes premium for 1) any Additional Rating Premium calculated using a percentage, and 2) any Additional Rating Premium calculated using an amount per thousand of Face Amount, as shown in Section 1.

2. PREMIUM SCHEDULE (CONTINUED) - POLICY 83 990 001

RENEWAL PREMIUM SCHEDULE

The following premium schedule shows the amount payable Annually in the applicable Policy Years following the Select Period, assuming that the Premium Mode is maintained in all years. The Maximum Renewal Premiums are the guaranteed maximum premiums for each corresponding year of your renewal period; the actual renewal premiums we charge on a current basis may be less than those shown below.

POLICY YEAR	MAXIMUM RENEWAL PREMIUM*	ADDITIONAL RATING PREMIUM	PREMIUM FOR SUPPLEMENTARY BENEFITS	TOTAL RENEWAL PREMIUM
Feb 05, 2020	\$979.00	\$0.00		\$979.00
Feb 05, 2021	\$1,015.00	\$0.00		\$1,015.00
Feb 05, 2022	\$1,041.00	\$0.00		\$1,041.00
Feb 05, 2023	\$1,076.00	\$0.00		\$1,076.00
Feb 05, 2024	\$1,116.00	\$0.00		\$1,116.00
Feb 05, 2025	\$1,165.00	\$0.00		\$1,165.00
Feb 05, 2026	\$1,243.00	\$0.00		\$1,243.00
Feb 05, 2027	\$1,340.00	\$0.00		\$1,340.00
Feb 05, 2028	\$1,454.00	\$0.00		\$1,454.00
Feb 05, 2029	\$1,573.00	\$0.00		\$1,573.00
Feb 05, 2030	\$1,690.00	\$0.00		\$1,690.00
Feb 05, 2031	\$1,812.00	\$0.00		\$1,812.00
Feb 05, 2032	\$1,929.00	\$0.00		\$1,929.00
Feb 05, 2033	\$2,052.00	\$0.00		\$2,052.00
Feb 05, 2034	\$2,196.00	\$0.00		\$2,196.00
Feb 05, 2035	\$2,374.00	\$0.00		\$2,374.00
Feb 05, 2036	\$2,613.00	\$0.00		\$2,613.00
Feb 05, 2037	\$2,907.00	\$0.00		\$2,907.00
Feb 05, 2038	\$3,237.00	\$0.00		\$3,237.00
Feb 05, 2039	\$3,610.00	\$0.00		\$3,610.00
Feb 05, 2040	\$4,015.00	\$0.00		\$4,015.00
Feb 05, 2041	\$4,366.00	\$0.00		\$4,366.00
Feb 05, 2042	\$4,732.00	\$0.00		\$4,732.00
Feb 05, 2043	\$5,131.00	\$0.00		\$5,131.00
Feb 05, 2044	\$5,575.00	\$0.00		\$5,575.00
Feb 05, 2045	\$6,091.00	\$0.00		\$6,091.00
Feb 05, 2046	\$6,698.00	\$0.00		\$6,698.00 \$7,445.00
Feb 05, 2047	\$7,415.00 \$8,237.00	\$0.00 \$0.00		\$7,415.00 \$8,237.00
Feb 05, 2048 Feb 05, 2049	\$9,154.00	\$0.00		\$9,154.00
Feb 05, 2049 Feb 05, 2050	\$10,153.00	\$0.00		\$10,153.00
Feb 05, 2050	\$11,370.00	\$0.00		\$11,370.00
Feb 05, 2052	\$12,701.00	\$0.00		\$12,701.00
Feb 05, 2053	\$14,163.00	\$0.00		\$14,163.00
Feb 05, 2054	\$15,823.00	\$0.00		\$15,823.00
Feb 05, 2055	\$17,730.00	\$0.00		\$17,730.00
Feb 05, 2056	\$19,952.00	\$0.00		\$19,952.00
Feb 05, 2057	\$22,422.00	\$0.00		\$22,422.00
Feb 05, 2058	\$25,284.00	\$0.00		\$25,284.00
Feb 05, 2059	\$28,584.00	\$0.00		\$28,584.00
Feb 05, 2060	\$32,402.00	\$0.00		\$32,402.00
Feb 05, 2061	\$36,404.00	\$0.00		\$36,404.00
Feb 05, 2062	\$40,932.00	\$0.00		\$40,932.00
Feb 05, 2063	\$45,952.00	\$0.00		\$45,952.00

^{*} Includes the applicable Policy Fee shown previously in Section 1.

2. PREMIUM SCHEDULE (CONTINUED) - POLICY 83 990 001

RENEWAL PREMIUM SCHEDULE

The following premium schedule shows the amount payable Annually in the applicable Policy Years following the Select Period, assuming that the Premium Mode is maintained in all years. The Maximum Renewal Premiums are the guaranteed maximum premiums for each corresponding year of your renewal period; the actual renewal premiums we charge on a current basis may be less than those shown below.

POLICY YEAR	MAXIMUM RENEWAL PREMIUM*	ADDITIONAL RATING PREMIUM	PREMIUM FOR SUPPLEMENTARY BENEFITS	TOTAL RENEWAL PREMIUM
Feb 05, 2064 Feb 05, 2065 Feb 05, 2067 Feb 05, 2068 Feb 05, 2069 Feb 05, 2070	\$51,260.00 \$56,763.00 \$65,070.00 \$71,070.00 \$76,070.00 THIS POLICY TERMINATES	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00		\$51,260.00 \$56,763.00 \$65,070.00 \$71,070.00 \$76,070.00 \$81,070.00
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^{*} Includes the applicable Policy Fee shown previously in Section 1.

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3. DEFINITIONS

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

Additional Rating means an increase in the premium that is applied when a Life Insured does not meet, at a minimum, our underwriting requirements for the standard Risk Classification. Any Additional Rating is included in the Total Premium, as shown in Section 2.

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

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

Base Premium means the premium that is level throughout the Select Period and which has not been adjusted based on the Status achieved by the Life Insured. The Base Premium does not include any applicable premium for Additional Ratings and/or Supplementary Benefits. The schedule of Base Premiums for the Select Period is shown in Section 2.

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

Evidence of Insurability means evidence satisfactory to us related to the current health, lifestyle, financial and other circumstances that may impact the insurability of the individual.

Expiry Date means the end of the period for which this policy provides insurance, as shown in Section 1.

In Force means that the policy has not terminated in accordance with Sections 8 or 10.

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

Policy Anniversary means the date on each calendar year that corresponds with the date on which the Policy Date occurred.

Policy Date means the date from which the Initial Premium is due. The Policy Date is shown in Section 1. Policy Years, Policy Months, and Policy Anniversaries are determined from the Policy Date.

Policy Month begins on the day in each calendar month that corresponds with the day of the calendar month on which the Policy Date occurred.

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

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

Select Period means the period during which the Base Premium is adjusted based on the Status achieved by the Life Insured on each Annual Processing Date in accordance with the Healthy Engagement provision of your policy. The Select Period is shown in Section 1.

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

Total Premium means the total amount due annually/semi-annually/quarterly/monthly (depending on the Premium Mode shown in Section 1) and as described in Section 7. The schedules of Total Premiums and Total Guaranteed Premiums are shown in Section 2.

We, us, and our means the Company.

3. DEFINITIONS (continued)

Written Request means requests in a form satisfactory to us, that are signed and dated by you, and received at our Service Office or, if permitted by our administrative practices, emails received by us at the internet address specified by us for receipt of such requests.

You and your means the owner of this policy.

4. DEATH BENEFIT

If the Life Insured dies while this policy is In Force, we will pay a Death Benefit upon receipt of due proof of death of the Life Insured, subject to any applicable provisions of the policy.

The Death Benefit payable will be the amount described in (a) or (b) below, at the time we receive due proof of death:

- (a) if all premiums due are paid to date, we will pay:
 - (i) the Face Amount shown in Section 1; plus
 - (ii) any amount of premium paid that applies to a period beyond the Policy Month in which death occurs;
- (b) if death occurs during a Grace Period, and we have not received the premium due, we will pay:
 - (i) the Face Amount shown in Section 1; less
 - (ii) the amount of premium required to cover a period of one month only.

5. INTEREST ON PROCEEDS

We will pay the Death Benefit in one lump sum including interest as follows:

- (a) interest shall accrue and be payable from the date of the Life Insured's death;
- (b) interest shall accrue at the rate or rates applicable to the policy for funds left on deposit or, if we have not established a rate for funds left on deposit, at the Two Year Treasury Constant Maturity Rate as published by the Federal Reserve. In determining these rates, we will use the rate in effect on the date of death:
- (c) interest shall accrue at the effective annual rate determined in item (b) above, plus additional interest at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of items (i), (ii), and (iii) to the date the claim is paid, where it is:
 - (i) the date that due proof of death is received by us;
 - (ii) the date we receive sufficient information to determine liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
 - (iii) the date that legal impediments to payment of proceeds that depend on the action of parties other than the Company are resolved and sufficient evidence of the same is provided to the Company. Legal impediments to payment include, but are not limited to: (a) the establishment of guardianships and conservatorships; (b) the appointment and qualification of trustees, executors, and administrators; and (c) the submission of information required to satisfy state and federal reporting requirements.

6. HEALTHY ENGAGEMENT BENEFIT

The Healthy Engagement Benefit determines your Total Premium during the Select Period based upon the Status of the Life Insured. Your Total Premium may vary from year to year.

Status

There are four levels of Status. Each Status has an associated Annual Multiplier, as shown in Section 1. The Status of the Life Insured on each Annual Processing Date determines the Annual Multiplier for the Policy Year that begins on that date. The Annual Multiplier is used in the determination of the Total Premium as described in Section 7.

Status Qualification Requirements

The achievement of a Status in any given year beyond Status Level 1 is dependent upon the Life Insured meeting certain Status Qualification Requirements. The Status Qualification Requirements are the criteria used as the basis for determining the Status of the Life Insured.

We reserve the right to amend the Status Qualification Requirements from time to time, as described in the Administration of Healthy Engagement Benefit provision. The Life Insured can get up-to-date information relating to his or her Status and/or updates to the Status Qualification Requirements by visiting http://www.JohnHancockVitality.com or by contacting our Service Office at 1-800-387-2747.

Administration of Healthy Engagement Benefit

The Status Qualification Requirements will be administered directly by us or through a third party provider designated by us. We reserve the right to designate or replace any third party provider at any time.

We may amend the Status Qualification Requirements from time to time based on our expectations of the impact such requirements may have upon future mortality, expenses, capital and reserve requirements, and taxes under the Policy. Such amendments could affect the Life Insured's ability to achieve a Status level. Any change to the Status Qualification Requirements will be determined prospectively on a basis that does not discriminate unfairly within any class of life insureds. Updates to the Status Qualification Requirements are available by visiting http://www.JohnHancockVitality.com or by contacting our Service Office at 1-800-387-2747.

In addition, we or a company designated by us may offer incentives to the Life Insured. These incentives may change from time to time and may include offers, discounts, online resources, and other tools designed to encourage the Life Insured to participate in activities to help meet the Status Qualification Requirements. These incentives may vary based on the Face Amount. All such incentives will cease at the end of the Select Period.

There may be costs associated with fulfilling a Status Qualification Requirement that may not be reimbursed by the Company. Examples of such costs include, but are not limited to, health coverage copays, health club fees, athletic event registration fees, healthy equipment, health monitoring devices, athletic attire, and online access fees.

In no event will the Company use the Status or any medical or other information about the Life Insured provided after the Issue Date in order to meet Status Qualification Requirements:

- (a) to change the Life Insured's Risk Classification shown in Section 1; or
- (b) as the sole basis to deny a request to reinstate coverage.

7. PREMIUMS

Base Premium

The Base Premium is the premium that is level throughout the Select Period. After the Select Period, the premiums will increase, but will never exceed the Maximum Renewal Premiums shown in Section 2. The Base Premium does not include any applicable premium for Additional Ratings and/or Supplementary Benefits. The schedule of Base Premiums for the Select Period is shown in Section 2.

7. PREMIUMS (continued)

Total Premium

The schedules of Total Premiums and Total Guaranteed Premiums are shown in Section 2. Your Total Premium throughout the Select Period will be calculated on each Policy Anniversary beginning on the first Policy Anniversary. After the Select Period, the premiums will increase, but will never exceed the Maximum Renewal Premiums shown in Section 2. We will calculate your Total Premium throughout the Select Period as follows:

Calculation of Total Premium

The Total Premium will be equal to (a) plus (b) plus (c) plus (d), where:

- (a) is the Base Premium multiplied by the Cumulative Multiplier described below;
- (b) is any Additional Rating Premium calculated using a percentage, multiplied by the Cumulative Multiplier described below;
- (c) is any Additional Rating Premium calculated using an amount per \$1,000 of Face Amount; and
- (d) is any Supplementary Benefit Premium.

Cumulative Multiplier

The Cumulative Multiplier is determined annually and does not change during a Policy Year. On the Policy Date, the Cumulative Multiplier is set equal to 1. Beginning in Policy Year 2, and ending on the Policy Anniversary prior to the end of the Select Period, the Cumulative Multiplier is set on each Policy Anniversary and is equal to (a) multiplied by (b), where:

- (a) is the current Policy Year's Annual Multiplier; and
- (b) is the prior Policy Year's Cumulative Multiplier.

The Annual Multiplier for each Status level is shown in Section 1

Premiums Due

The Initial Premium is shown in Section 1, and is due on or before the delivery of this policy. 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 Initial Premium at our Service Office. Premiums are due during the Life Insured's lifetime until the Expiry Date of this policy. Premiums after the first Policy Year and during the Select Period will be equal to the Total Premium based on the Status achieved by the Life Insured on each Annual Processing Date. Calculation of the Total Premium is shown in this Section 7.

Subsequent premiums can be paid at our Service Office on any Business Day before the due date shown in your premium due notice. On request we will give you a receipt signed by one of our officers.

You may elect an annual, semi-annual, quarterly, or monthly frequency to pay your premium. You may change the frequency of premium payments by making a Written Request to us. When premiums are paid at intervals more frequently than annually, the annualized amounts of the Base Premium and any premium for Additional Ratings and Supplementary Benefits may be higher. The Cumulative Multiplier does not vary by the frequency of premiums. The Modal Premium for each frequency during the Select Period is shown in Section 1. If you have any questions about frequency of premium payments, please contact our Service Office.

The Expiry Date is shown in Section 1.

Premium Change

The Base Premiums are level throughout the Select Period shown in Section 1.

After the Select Period, the premiums will increase, but will never exceed the Maximum Renewal Premiums shown in Section 2.

7. PREMIUMS (continued)

Periodically, we may change the current renewal premiums payable based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. Any such change in the current renewal premiums will be made prospectively on a basis that does not discriminate unfairly within any class of life insureds. Under no circumstances will the current renewal premium for any Policy Year exceed the corresponding Maximum Renewal Premiums shown in Section 2.

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 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.

8. GRACE PERIOD

This policy and any supplementary benefit riders will go into default if any premium after the first is not paid within 31 days after the due date. This is called the Grace Period, during which the policy will remain In Force. Any payment sent by U.S. mail must be postmarked within the Grace Period. If a premium is not paid by the end of the Grace Period, the policy will terminate without value.

9. FACE AMOUNT

The Face Amount is elected at issue and shown in Section 1. Increases in the Face Amount are not allowed. You may request a decrease in the Face Amount as shown in Section 1, provided that the Face Amount does not fall below the Minimum Face Amount as shown in Section 1. If you decrease your Face Amount, certain incentives under the Healthy Engagement Benefit may not be available. All requested changes will be subject to our approval.

10. POLICY TERMINATION

The policy terminates at the earliest of the following events:

- (a) the date we receive your Written Request for termination;
- (b) the Expiry Date;
- (c) the end of the Grace Period for which we have not received the premium due;
- (d) the Conversion Date (if applicable) as described in Section 12; or
- (e) the death of the Life Insured.

If the policy terminates on a date other than a premium due date, we will refund any amount of premium received that applies to a period beyond the Policy Month in which the policy terminates.

11. REINSTATEMENT

If this policy terminates at the end of the Grace Period, you may apply for reinstatement within three years from the date of default. Reinstatement is subject to our approval. The requirements for reinstatement are as follows:

- (a) we must receive Written Request for reinstatement:
- (b) the reinstatement is before the Expiry Date;

11. REINSTATEMENT (continued)

- (c) you have not converted this policy to permanent insurance;
- (d) we must receive Evidence of Insurability for the Life Insured; and
- (e) we must receive:
 - (i) all overdue premiums when the reinstatement is within the Select Period shown in Section 1; or
 - (ii) one month's premium when reinstatement is after the Select Period.

Overdue premiums are calculated using the Annual Multiplier for the Level 1 Status.

If we approve your request, the reinstatement date will be the later of:

- (a) the date we receive the required premiums at our Service Office; or
- (b) the date we receive your Written Request for reinstatement.

If the reinstatement occurs during the Select Period, the premium is calculated using the Annual Multiplier for the Level 1 Status until the next Annual Processing Date.

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.

12. CONVERSION

If this policy is convertible, the Conversion Period and Products Available for Conversion are described in Section 1.

The product to which you convert must be life insurance that you would otherwise be able to apply for as a new policy at the time of conversion and cannot be a product that is primarily sold as part of a corporate-owned or corporate-sponsored program or benefit plan or sold in connection with a private placement.

At the time of conversion, the Life Insured must meet the requirements for age, risk classification, additional ratings, minimum face amount, and minimum premium for the new policy. The premium for the new policy will be the premium rate we charge for a new policy at the time of conversion, based on the Life Insured's Age on the Conversion Date.

We will not require Evidence of Insurability on the Life Insured at the time of conversion, up to the Face Amount of this policy. The risk classification for the new policy will be the same as this policy, or if not available then the risk classification that is most comparable to the risk classification on this policy. If the conversion request includes an increase in the Face Amount or the addition of a supplementary benefit rider that is not In Force on this policy at the time of conversion, Evidence of Insurability on the Life Insured will be required and such increase or the inclusion of such supplementary benefit rider on the new policy will be subject to our approval.

Total Disability Waiver Rider at Conversion

You can purchase the Total Disability Waiver Rider on the permanent plan of insurance without Evidence of Insurability on the Life Insured if all of the following conditions are met:

- (a) you have the Total Disability Waiver Rider In Force on this policy;
- (b) it is available on the plan of insurance to which you are converting:
- (c) the Life Insured is not totally disabled on the Conversion Date;
- (d) the Life Insured is not more than Age 55 on the Conversion Date; and
- (e) premiums are due under the permanent plan of insurance for at least twenty-five years.

12. CONVERSION (continued)

Suicide and Incontestability

The Suicide and Incontestability periods of the new policy will be deemed to have been met to the extent coverage was In Force under this policy. We can contest an increase in the Face Amount, any policy change, or the addition of a new life or supplementary benefit rider for two years after the date of such increase, change, or addition.

Conversion Date

The new policy will take effect on the Conversion Date. If no Evidence of Insurability is required in connection with the conversion request, the Conversion Date is the Policy Month following the date we receive your signed application accompanied by the first premium payment. We must receive your premium payment and the signed application for the permanent insurance during the Conversion Period.

13. OWNER AND BENEFICIARY

Until the Life Insured's death, 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. Unless otherwise specified by you, 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 as to the extent of the amount 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 can designate, cancel, or change the designation of successor owner prior to the death of the Life Insured by written agreement provided to us.

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

Beneficiary Classification

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

Payment To Beneficiaries

We will pay the Death 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.

13. OWNER AND BENEFICIARY (continued)

Change of Beneficiary

Until the Life Insured's death, you can change the beneficiary by Written Request unless you make an irrevocable designation. If an irrevocable beneficiary is named, such beneficiary cannot be changed without the consent of the irrevocable beneficiary. We are not responsible if the change does not achieve your purpose. Unless otherwise specified by you, 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 Death 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 Death Benefit as if the beneficiary had died before the Life Insured.

14. 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. Unless otherwise specified by you, any assignment will take effect on the date the notice of assignment is signed by you, subject to any payments made or actions taken by us prior to receipt of notice.

We will not be on notice of any assignment unless it is in writing and a duplicate of the original assignment has been filed at our Service Office. We are not a party to any assignment; we do not assume responsibility for the validity or sufficiency of any assignment.

15. MISSTATEMENTS

If the age or sex (if issued on a sex distinct basis) of the Life Insured was misstated in the application, we will, if necessary, change the Face Amount of insurance and every other benefit. The new amount will be what the premiums paid would have purchased at the Life Insured's correct age and sex (if issued on a sex distinct basis). If a date in Section 1 was based on an incorrect age, we will change the date to agree with the correct age.

16. 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.

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

17. 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 original contestable period will continue to apply. In addition, a new two-year contestable period will apply from the effective date of such reinstatement or policy change during the lifetime of the Life Insured. Any contest will be based only on statements made in the application for reinstatement or the policy change, unless the original contestability period is not yet expired.

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

18. 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 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.

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. No agent may change the Policy or waive any of the provisions. 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.

19. 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.

20. CURRENCY AND PLACE OF PAYMENT

All payments to or by us will be in U.S. currency. We will make or receive payments at our Service Office or any other office we designate to you in writing to service your policy. We may require proof that the person claiming any payment is entitled to it.

21. CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

This policy form was approved under the authority of the Interstate Insurance Product Regulation Commission and issued under the Commission's standards. Any provision of this policy that on the provision's effective date is in conflict with the applicable Interstate Insurance Product Regulation Commission standards for this product type in effect as of the provision's effective date of Commission policy approval is hereby amended to conform to the applicable Interstate Insurance Product Regulation Commission standards in effect as of the provision's effective date of Commission policy approval.



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.

Individual Term Life Policy with Healthy Engagement Benefit
Base Premiums Level throughout the Select Period shown in Section 1.
Premium Schedule described in Sections 2 and 7
Renewable annually to Age 95
Convertible within the Conversion Period
Benefit payable on death on or before expiry date
Non-participating (not eligible for dividends)