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

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

LIFE INSURED	Jerrika Desomma
POLICY NUMBER	46 831 013
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)

BENEFITS, VALUES, PERIODS OF COVERAGE AND PREMIUMS ARE ON AN INDETERMINATE BASIS

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

The Insurance Benefit is described in Section 4.

Your Net Premiums are added to the 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 10 and any other applicable provisions of the policy.

While the portion of the 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.

Interest on the portion of your Policy Value that is in the Guaranteed Interest Account is credited on an indeterminate basis at rates of interest that may increase or decrease and are not guaranteed as to a fixed dollar amount. 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 4.

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**

SAMPLE

Policy Provisions

Section

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

SAMPLE

1. POLICY SPECIFICATIONS

Life Insured	Jerrika Desomma		
Plan Name	Protection Indexed UL	**Policy Number**	46 831 013
Age at Policy Date	65	**Issue Date**	Jun 20, 2020
Sex	Male	**Policy Date**	Jun 20, 2020
Risk Classification	Preferred Non Smoker		
Additional Ratings	Not Applicable		
Owner, Beneficiary	As designated in the application or subsequently changed		
Death Benefit Option at Issue	Death Benefit Option 2		
Life Insurance Qualification Test	Cash Value Accumulation Test		
		Face Amount at Issue	$800,000.00
Jurisdiction of Issue	Maryland Insurance Administration Telephone Number: 410-468-2090		

SAMPLE

PREMIUMS AT ISSUE

Minimum Initial Premium	$947.18
Premium Mode	Semi-Annually
Planned Premium	$40,000.00 for years 1 - 10 $0.00 thereafter

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. After the Life Insured reaches Age 121, 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; 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 Death Benefit Protection, Grace Period, and Policy Termination provisions in Sections 13, 14, and 15.

At a minimum, this policy will provide coverage until Policy Month 1, Policy Year 25, if all Planned Premiums shown above are paid when they are due, and you do not take any policy loans or withdrawals and there are no other policy changes. For purposes of the preceding statement we have assumed maximum policy charges and minimum credited interest.

SAMPLE

OTHER BENEFITS AND SPECIFICATIONS

Healthy Engagement Rider

Critical Illness Rider

SAMPLE

POLICY VALUE CALCULATION

POLICY CHARGES:

Deductions from Premium Payments

Premium Charge A percentage of each premium payment, the percentages as shown below.

Policy Years	Percentage
1-10	35%
11+	32%

Monthly Deductions

Administrative Charge $15.00

Face Amount Charge A monthly charge that is a rate per $1,000 of Face Amount. The rates are shown below. This charge does not apply to any increase in Face Amount due to a Death Benefit Option change.

Policy Years	Rate
1-3	0.4255
4-10	0.4255
11+	0.0000

Cost of Insurance Charge Determined in accordance with Section 7. Maximum Monthly Cost of Insurance Rates are shown in Section 2.

The Maximum Monthly Cost of Insurance Rates are no greater than those derived from the appropriate gender distinct or unisex tables used as the basis for the minimum cash surrender values, as described below.

Indexed Performance Charge A charge that is equal to 0.00165 multiplied by the Policy Value in the Capped, High Capped, High Par Capped and Hang Seng Capped Indexed Accounts.

Advance Contribution Charge Determined in accordance with Section 7. The Advance Contribution Charge Rates are shown below.

Policy Years	Advance Contribution Charge Rate
1	0.000858
2	0.000773
3	0.000687
4	0.000601
5	0.000515
6	0.000429
7	0.000343
8	0.000258
9	0.000172
10	0.000086
11+	0.000000

SAMPLE

POLICY VALUE CALCULATION (continued)

Other Charges

Surrender Charge

This charge is deducted from the Policy Value during the Surrender Charge Period. See Section 12 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 this Section 1; and

(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.

In no event, however, will the Surrender Charge be less than zero.

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 year during the Surrender Charge Period. The Percentage of Surrender Charge is proportionately reduced each month of the year.

Year in Surrender Charge Period	Maximum Percentage of Surrender Charge
1	100.00%
2	95.60%
3	91.68%
4	87.67%
5	83.63%
6	69.69%
7	55.75%
8	41.81%
9	27.87%
10	13.93%
11+	0.00%

Supplementary Benefit Rider Charges

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

SAMPLE

POLICY VALUE CALCULATION (continued)

Other Charges

Minimum Cash Surrender Values

If this policy is issued on a gender-distinct basis, we base minimum Cash Surrender Values on the 2017 Loaded CSO Smoker Distinct Ultimate (ANB) mortality tables, with substandard ratings as applicable. However, for issue ages up to and including 19, we base minimum Cash Surrender Values on the 2017 Loaded CSO Composite Ultimate (ANB) mortality tables.

If this policy is issued on a smoker unisex basis, we base minimum Cash Surrender Values on the 2017 Loaded CSO Smoker Gender-Blended Ultimate (ANB, 80% Male) mortality tables, with substandard ratings as applicable. If this policy is issued on a nonsmoker unisex basis, we base minimum Cash Surrender Values on the 2017 Loaded CSO Nonsmoker Gender-Blended Ultimate (ANB, 80% Male) mortality tables, with substandard ratings as applicable. However, for issue ages up to and including 19, we base minimum Cash Surrender Values on the 2017 Loaded CSO Composite Gender-Blended Ultimate (ANB, 80% Male) mortality tables.

SAMPLE

POLICY VALUE CALCULATION (continued)

OTHER TERMS AND CHARGES:

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 the Indexed Account Specification Pages following the Policy Value Calculation Section
Loan Interest Charged Annual Rate	As defined in Section 11
Maximum Loan Interest Charged Annual Rate	15%
Maximum Loan Interest Credited Differential	
Policy Years 1-10	1.25%
Policy Years 11+	0.25%
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	$19,968.00
Partial Surrender Charge Decrease Exemption	10%
Advance Contribution Limit	$21,139.82
Policy Value Credit Factor A Limit Rate	0.30

SAMPLE

DEATH BENEFIT PROTECTION VALUE CALCULATION

The following terms and values are used in calculating the Death Benefit Protection Value as described in Section 13 of this policy:

Death Benefit Protection Premium Charge

A percentage of each premium payment, the percentages as shown below.

Policy Years	Percentage
1-10	7%
11+	3%

Death Benefit Protection Administrative Charge

$20.00 per month

Death Benefit Protection Face Amount Charge

A monthly charge that is a rate per $1,000 of Face Amount. The rates are shown below. This charge does not apply to any increase in Face Amount due to a Death Benefit Option change.

Policy Years	Rate
1-3	0.6079
4-10	0.6079
11+	0.0000

Death Benefit Protection Cost of Insurance Charge

Determined in accordance with Section 13. Monthly Death Benefit Protection Cost of Insurance Rates are shown in Section 2.

Death Benefit Protection Annual Interest Rates

Shown in Section 2

SAMPLE

LISTING OF INDEXED ACCOUNTS AND VALUES FROM THE INDEX APPRECIATION ACCOUNT

BASE HIGH PAR CAPPED INDEXED ACCOUNT

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

Index	Standard & Poor's 500 Composite Stock Price Index, excluding dividends
Segment Initiation Date	The 15th 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	2.50%
Segment Floor Rate	0.00%
Lock In Date	End of the third Business Day prior to the Segment Initiation Date
Lock Out Period	12 consecutive months
Minimum Participation Rate	140%

Index Segment Interest Credit. The following formula is used to calculate any Index Segment Interest Credit on Segments in the Base High Par Capped Indexed Account. We review our Segment Cap Rate and Participation Rate periodically and, at that time, we may decide to change those rates on a basis that does not discriminate unfairly within any class of the Lives Insured, subject to the Segment Minimum Cap Rate and Minimum Participation Rate stated above.

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.

We may add additional Indexed Accounts from time to time and we will give you notice when we do so. We reserve the right to cease offering one or more of the Indexed Accounts at any time. We also reserve the right for any Indexed Account to substitute an Index with another Index for any reason. If we substitute an Index for another Index, the Indexed Account will continue to offer the guaranteed indexed account parameters shown in Section 1. Any open Segments in an Indexed Account will remain until they mature after which the Segment Proceeds will automatically be transferred to the Guaranteed Interest Account (or Fixed Account, if variable life), unless you request in writing that the Segment Proceeds be transferred to an available Indexed Account. In the event that we decide to substitute an Index or we cease to offer an Indexed Account, we will notify you and any assignee of record in advance of the change at your last known addresses.

Note: Amounts allocated to the Base High Par Capped Indexed Account are not subject to the Indexed Performance Charge

SAMPLE

LISTING OF INDEXED ACCOUNTS AND VALUES FROM THE INDEX APPRECIATION ACCOUNT

BASE CAPPED TWO YEAR INDEXED ACCOUNT

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

Index	Standard & Poor's 500 Composite Stock Price Index, excluding dividends
Segment Initiation Date	The 15th day of each calendar month
Segment Term	2 Years
Maximum Number of Segments	Up to 24 Segments at any given time
Segment Minimum Cap Rate	3.00%
Segment Floor Rate	0.00%
Lock In Date	End of the third Business Day prior to the Segment Initiation Date
Lock Out Period	12 consecutive months
Minimum Participation Rate	100%

SAMPLE

Index Segment Interest Credit. The following formula is used to calculate any Index Segment Interest Credit on Segments in the Base Capped Two Year Indexed Account. We review our Segment Cap Rate and Participation Rate periodically and, at that time, we may decide to change those rates on a basis that does not discriminate unfairly within any class of the Lives Insured, subject to the Segment Minimum Cap Rate and Minimum Participation Rate stated above.

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

We may add additional Indexed Accounts from time to time and we will give you notice when we do so. We reserve the right to cease offering one or more of the Indexed Accounts at any time. We also reserve the right for any Indexed Account to substitute an Index with another Index for any reason. If we substitute an Index for another Index, the Indexed Account will continue to offer the guaranteed indexed account parameters shown in Section 1. Any open Segments in an Indexed Account will remain until they mature after which the Segment Proceeds will automatically be transferred to the Guaranteed Interest Account (or Fixed Account, if variable life), unless you request in writing that the Segment Proceeds be transferred to an available Indexed Account. In the event that we decide to substitute an Index or we cease to offer an Indexed Account, we will notify you and any assignee of record in advance of the change at your last known addresses.

Note: Amounts allocated to the Base Capped Two Year Indexed Account are not subject to the Indexed Performance Charge

LISTING OF INDEXED ACCOUNTS AND VALUES FROM THE INDEX APPRECIATION ACCOUNT

SELECT CAPPED INDEXED ACCOUNT

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

Index	Standard & Poor's 500 Composite Stock Price Index, excluding dividends
Segment Initiation Date	The 15th 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	3.00%
Segment Floor Rate	0.00%
Lock In Date	End of the third Business Day prior to the Segment Initiation Date
Lock Out Period	12 consecutive months
Minimum Participation Rate	100%
Select Capped Indexed Account Multiplier	5.00%

Index Segment Interest Credit. The following formula is used to calculate any Index Segment Interest Credit on Segments in the Select Capped Indexed Account. We review our Segment Cap Rate and Participation Rate periodically and, at that time, we may decide to change those rates on a basis that does not discriminate unfairly within any class of the Lives Insured, subject to the Segment Minimum Cap Rate and Minimum Participation Rate stated above.

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 (1 + the Select Capped Indexed Account Multiplier), multiplied by the Segment Growth Rate. The Select Capped Indexed Account Multiplier is listed above and 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.

We may add additional Indexed Accounts from time to time and we will give you notice when we do so. We reserve the right to cease offering one or more of the Indexed Accounts at any time. We also reserve the right for any Indexed Account to substitute an Index with another Index for any reason. If we substitute an Index for another Index, the Indexed Account will continue to offer the guaranteed indexed account multiplier and guaranteed indexed account parameters shown in Section 1. Any open Segments in an Indexed Account will remain until they mature after which the Segment Proceeds will automatically be transferred to the Guaranteed Interest Account, unless you request in writing that the Segment Proceeds be transferred to one of the available Indexed Accounts. In the event that we decide to substitute an Index or we cease to offer an Indexed Account, we will notify you and any assignee of record in advance of the change at your last known addresses.

Note: Amounts allocated to the Select Capped Indexed Account are not subject to the Indexed Performance Charge

SAMPLE

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 15th 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	3.25%
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
Minimum Participation Rate	100%
Capped Indexed Account Multiplier	65.00%

Index Segment Interest Credit. The following formula is used to calculate any Index Segment Interest Credit on Segments in the Capped Indexed Account. We review our Segment Cap Rate and Participation Rate periodically and, at that time, we may decide to change those rates on a basis that does not discriminate unfairly within any class of the Lives Insured, subject to the Segment Minimum Cap Rate and Minimum Participation Rate stated above.

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 (1 + the Capped Indexed Account Multiplier), multiplied by the Segment Growth Rate. The Capped Indexed Account Multiplier is listed above and 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.

We may add additional Indexed Accounts from time to time and we will give you notice when we do so. We reserve the right to cease offering one or more of the Indexed Accounts at any time. We also reserve the right for any Indexed Account to substitute an Index with another Index for any reason. If we substitute an Index for another Index, the Indexed Account will continue to offer the guaranteed indexed account multiplier and guaranteed indexed account parameters shown in Section 1. Any open Segments in an Indexed Account will remain until they mature after which the Segment Proceeds will automatically be transferred to the Guaranteed Interest Account, unless you request in writing that the Segment Proceeds be transferred to one of the available Indexed Accounts. In the event that we decide to substitute an Index or we cease to offer an Indexed Account, we will notify you and any assignee of record in advance of the change at your last known addresses.

SAMPLE

LISTING OF INDEXED ACCOUNTS AND VALUES FROM THE INDEX APPRECIATION ACCOUNT

HIGH PAR CAPPED INDEXED ACCOUNT

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

Index	Standard & Poor's 500 Composite Stock Price Index, excluding dividends
Segment Initiation Date	The 15th 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	3.00%
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
Minimum Participation Rate	140%
High Par Capped Indexed Account Multiplier	65.00%

Index Segment Interest Credit. The following formula is used to calculate any Index Segment Interest Credit on Segments in the High Par Capped Indexed Account. We review our Segment Cap Rate and Participation Rate periodically and, at that time, we may decide to change those rates on a basis that does not discriminate unfairly within any class of the Lives Insured, subject to the Segment Minimum Cap Rate and Minimum Participation Rate stated above.

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 (1 + the High Par Capped Indexed Account Multiplier), multiplied by the Segment Growth Rate. The High Par Capped Indexed Account Multiplier is listed above and 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.

We may add additional Indexed Accounts from time to time and we will give you notice when we do so. We reserve the right to cease offering one or more of the Indexed Accounts at any time. We also reserve the right for any Indexed Account to substitute an Index with another Index for any reason. If we substitute an Index for another Index, the Indexed Account will continue to offer the guaranteed indexed account multiplier and guaranteed indexed account parameters shown in Section 1. Any open Segments in an Indexed Account will remain until they mature after which the Segment Proceeds will automatically be transferred to the Guaranteed Interest Account, unless you request in writing that the Segment Proceeds be transferred to one of the available Indexed Accounts. In the event that we decide to substitute an Index or we cease to offer an Indexed Account, we will notify you and any assignee of record in advance of the change at your last known addresses.

SAMPLE

LISTING OF INDEXED ACCOUNTS AND VALUES FROM THE INDEX APPRECIATION ACCOUNT

HIGH CAPPED INDEXED ACCOUNT

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

Index	Standard & Poor's 500 Composite Stock Price Index, excluding dividends
Segment Initiation Date	The 15th 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	3.75%
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
Minimum Participation Rate	100%
High Capped Indexed Account Multiplier	38.00%

Index Segment Interest Credit. The following formula is used to calculate any Index Segment Interest Credit on Segments in the High Capped Indexed Account. We review our Segment Cap Rate and Participation Rate periodically and, at that time, we may decide to change those rates on a basis that does not discriminate unfairly within any class of the Lives Insured, subject to the Segment Minimum Cap Rate and Minimum Participation Rate stated above.

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 (1 + the High Capped Indexed Account Multiplier), multiplied by the Segment Growth Rate. The High Capped Indexed Account Multiplier is listed above and 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.

We may add additional Indexed Accounts from time to time and we will give you notice when we do so. We reserve the right to cease offering one or more of the Indexed Accounts at any time. We also reserve the right for any Indexed Account to substitute an Index with another Index for any reason. If we substitute an Index for another Index, the Indexed Account will continue to offer the guaranteed indexed account multiplier and guaranteed indexed account parameters shown in Section 1. Any open Segments in an Indexed Account will remain until they mature after which the Segment Proceeds will automatically be transferred to the Guaranteed Interest Account, unless you request in writing that the Segment Proceeds be transferred to one of the available Indexed Accounts. In the event that we decide to substitute an Index or we cease to offer an Indexed Account, we will notify you and any assignee of record in advance of the change at your last known addresses.

SAMPLE

INDEX DISCLAIMERS

The Standard & Poor's 500 Composite Stock Price Index is a product of S&P Dow Jones Indices LLC, a division of S&P Global, or its affiliates ("SPDJI"), and has been licensed for use by the Company. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC, a division of S&P Global ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the Company. The indexed universal life insurance product issued by the policy is not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, and none of such parties make any representation regarding the advisability of investing in such product nor do they have any liability for any errors, omissions, or interruptions of the Standard & Poor's 500 Composite Stock Price Index.

SAMPLE

SUPPLEMENTARY BENEFITS

Benefit Healthy Engagement Rider
Effective Date Jun 20, 2020

IMPORTANT NOTICE: Until the Life Insured earns a Status beyond the first level, no Rider Credit Factors will be earned and no new Rider Credits will be applied to your Policy Value. The achievement of a Status beyond the first level is dependent upon the Life Insured meeting certain Status Qualification Requirements in each year.

Rider Credit Multiplier

On each of the first 15 Annual Processing Dates, if this rider is in effect, we determine the Rider Credit Multiplier to be applied in the current Policy Year as the sum of all Rider Credit Factors earned in the current and prior Policy Years.

Rider Credit Factors

On each of the first 15 Annual Processing Dates, if this rider is in effect, based on the Status of the Life Insured as of that date, you earn a schedule of Rider Credit Factors that will be applied in the current and subsequent Policy Years.

The Rider Credit Factor earned in a Policy Year, that is scheduled to be applied in the current or a subsequent Policy Year, is equal to (a) multiplied by (b), where:

(a) is the Rider Credit Rate from the Rider Credit Rates Table corresponding to the Policy Year and Status when earned; and

(b) is the Rider Credit Grading Factor corresponding to the number of years elapsed between the Policy Year when earned and the Policy Year in which it is applied.

Rider Credit Grading Factors

Elapsed Years	Rider Credit Grading Factor	Elapsed Years	Rider Credit Grading Factor
0	100%	11	45%
1	95%	12	40%
2	90%	13	35%
3	85%	14	30%
4	80%	15	25%
5	75%	16	20%
6	70%	17	15%
7	65%	18	10%
8	60%	19	5%
9	55%	20+	0%
10	50%		

Rider Credit Limit Multiplier

Policy Years	Rider Credit Limit Multiplier
1-3	5.00
4+	5.00

Rider Benefit Base $30,000,000

Rider Charge $2.00 per month for Policy Years 1 – 15

SAMPLE

SUPPLEMENTARY BENEFITS

Death Benefit Protection Cost of Insurance Adjustment

While this rider is in effect, the Monthly Death Benefit Protection Cost of Insurance Rate will be multiplied by the applicable Death Benefit Protection Cost of Insurance Adjustment Factor shown in Section 2, determined based on the Status of the Life Insured as of the most recent Annual Processing Date, before being applied to the Death Benefit Protection Value Net Amount at Risk.

SAMPLE

SUPPLEMENTARY BENEFITS

Benefit	CRITICAL ILLNESS BENEFIT RIDER
Life Insured	Jerrika Desomma
Rider Effective Date	Jun 20, 2020
Rider Expiration Date	Jun 19, 2025
Rider Risk Classification	Standard Non Smoker
Additional Rating	Not Applicable
Critical Illness Benefit Percent	25%
Critical Illness Benefit Amount (CIBA)	$200,000.00 on the Rider Effective Date. After the Rider Effective Date, reductions in the Total Face Amount may decrease the CIBA.
Critical Illness Benefit Cap	$250,000
Rider Charge	The Rider Charge deducted monthly from the Policy Value is the result of (a) multiplied by (b) multiplied by (c), where: (a) is the CIBA divided by 1,000; (b) is the Current Monthly Rider Charge Rate under Section 2. Table of Rates; and (c) is the minimum of one and the result of (i) minus (ii) divided by (i), where: (i) is the Current Monthly Cost of Insurance Rate for the current Policy Year assuming no additional ratings apply; and (ii) is the Policy Value Credit Factor A for the current Policy Year.
Death Benefit Protection Rider Charge	The Rider Charge deducted monthly from the Death Benefit Protection Value is equal to the CIBA divided by 1,000 multiplied by the Death Benefit Protection Monthly Rider Charge Rate. Please see Death Benefit Protection Monthly Rider Charge Rate under Section 2. Table of Rates.

SAMPLE

2. TABLE OF RATES - POLICY 46 831 013

ASSET BONUS ANNUAL RATES

The rates below are used in determining the applicable Asset Bonus, as described in Section 9. For Age 121 and above, the Asset Bonus Annual Rate is 0.00%.

Age	Asset Bonus Annual Rate	Age	Asset Bonus Annual Rate	Age	Asset Bonus Annual Rate
65	0.00%	84	0.82%	103	0.71%
66	0.00%	85	0.81%	104	0.71%
67	0.00%	86	0.81%	105	0.70%
68	0.00%	87	0.80%	106	0.70%
69	0.00%	88	0.80%	107	0.69%
70	0.00%	89	0.79%	108	0.69%
71	0.00%	90	0.79%	109	0.68%
72	0.00%	91	0.78%	110	0.67%
73	0.00%	92	0.78%	111	0.67%
74	0.00%	93	0.77%	112	0.66%
75	0.87%	94	0.76%	113	0.66%
76	0.87%	95	0.76%	114	0.65%
77	0.86%	96	0.75%	115	0.65%
78	0.85%	97	0.75%	116	0.64%
79	0.85%	98	0.74%	117	0.64%
80	0.84%	99	0.74%	118	0.63%
81	0.84%	100	0.73%	119	0.62%
82	0.83%	101	0.73%	120	0.62%
83	0.83%	102	0.72%	121+	0.00%

SAMPLE

2. TABLE OF RATES (continued) – POLICY 46 831 013

MAXIMUM MONTHLY COST OF INSURANCE RATES AND MINIMUM DEATH BENEFIT FACTORS

The Maximum Monthly Cost of Insurance Rates per dollar of Net Amount at Risk ("Rates") are shown below for each Age. The Rates have been adjusted for any applicable Additional Ratings that are applied to the Cost of Insurance Rates as shown in Section 1. The Rates apply to the Risk Classification of the Life Insured on the Issue Date.

When the Life Insured reaches Age 121 and above, the Rate is 0.0000000 and the Minimum Death Benefit Factor is 1.0000.

Age	Rates	Minimum Death Benefit Factors	Age	Rates	Minimum Death Benefit Factors
65	0.0000201	3.0321	94	0.0213714	1.2654
66	0.0001529	2.9163	95	0.0229753	1.2167
67	0.0001952	2.8093	96	0.0250472	1.1699
68	0.0002454	2.7071	97	0.0273075	1.1249
69	0.0003074	2.6095	98	0.0298315	1.0817
70	0.0011076	2.5165	99	0.0325821	1.0401
71	0.0012418	2.4433	100	0.0355207	1.0000
72	0.0014024	2.3733	101	0.0383419	1.0000
73	0.0015897	2.3065	102	0.0412506	1.0000
74	0.0018036	2.2428	103	0.0441953	1.0000
75	0.0020428	2.1821	104	0.0471198	1.0000
76	0.0023057	2.1242	105	0.0499590	1.0000
77	0.0025959	2.0688	106	0.0526466	1.0000
78	0.0029180	2.0158	107	0.0566496	1.0000
79	0.0032871	1.9649	108	0.0610817	1.0000
80	0.0037150	1.9160	109	0.0660194	1.0000
81	0.0042182	1.8689	110	0.0715539	1.0000
82	0.0047848	1.8235	111	0.0778115	1.0000
83	0.0054487	1.7795	112	0.0833333	1.0000
84	0.0062246	1.7368	113	0.0833333	1.0000
85	0.0071351	1.6949	114	0.0833333	1.0000
86	0.0082008	1.6534	115	0.0833333	1.0000
87	0.0094428	1.6119	116	0.0833333	1.0000
88	0.0108684	1.5695	117	0.0833333	1.0000
89	0.0124411	1.5251	118	0.0833333	1.0000
90	0.0141491	1.4770	119	0.0833333	1.0000
91	0.0159380	1.4234	120	0.0833333	1.0000
92	0.0177634	1.3686	121+	0.0000000	1.0000
93	0.0196061	1.3160			

SAMPLE

2. TABLE OF RATES (continued) - POLICY 46 831 013

POLICY VALUE CREDIT FACTOR A RATES ("PVC FACTOR A RATES") AND POLICY VALUE CREDIT FACTOR B RATES ("PVC FACTOR B RATES")

The PVC Factor A and PVC Factor B Rates have been adjusted for any applicable Additional Ratings shown in Section 1. When the Life Insured reaches Age 121 and above, the PVC Factor A Rate is 0.0000. When the Life Insured reaches Age 100 and above, the PVC Factor B Rate is 0.0000.

Age	PVC Factor A Rates	PVC Factor B Rates	Age	PVC Factor A Rates	PVC Factor B Rates
65	1.0000	159.6958	94	0.4428	1.7289
66	0.3325	27.8548	95	0.3843	1.6144
67	0.3292	18.5432	96	0.3871	1.8492
68	0.3249	13.7071	97	0.3908	2.3495
69	0.3196	10.7513	98	0.3941	3.8633
70	0.3211	8.9374	99	0.3973	28.1571
71	0.3265	7.7292	100	0.4010	0.0000
72	0.3301	6.7928	101	0.4054	0.0000
73	0.3320	6.0477	102	0.4106	0.0000
74	0.3359	5.4984	103	0.4166	0.0000
75	0.3443	4.7862	104	0.4231	0.0000
76	0.3569	4.2527	105	0.4089	0.0000
77	0.3676	3.8156	106	0.4148	0.0000
78	0.3765	3.4500	107	0.4202	0.0000
79	0.3846	3.1464	108	0.4258	0.0000
80	0.3835	2.8306	109	0.4306	0.0000
81	0.3821	2.5691	110	0.4445	0.0000
82	0.3832	2.3658	111	0.4413	0.0000
83	0.3845	2.1959	112	0.4395	0.0000
84	0.3896	2.0701	113	0.4395	0.0000
85	0.3757	1.8817	114	0.4395	0.0000
86	0.3807	1.8094	115	0.4395	0.0000
87	0.3863	1.7536	116	0.4395	0.0000
88	0.3926	1.7134	117	0.4395	0.0000
89	0.4013	1.6940	118	0.4395	0.0000
90	0.4112	1.6881	119	0.4395	0.0000
91	0.4185	1.6810	120	0.4395	0.0000
92	0.4253	1.6819	121+	0.0000	0.0000
93	0.4328	1.6960			

SAMPLE

2. TABLE OF RATES (continued) – POLICY 46 831 013

POLICY VALUE CREDIT COMPONENT B CUMULATIVE LIMIT

For Age 100 and above, the Policy Value Credit Component B Cumulative Limit is $0.

Age	Policy Value Credit Component B Cumulative Limit	Age	Policy Value Credit Component B Cumulative Limit	Age	Policy Value Credit Component B Cumulative Limit
65	$0	77	$36,335	89	$89,346
66	$4,502	78	$41,158	90	$91,866
67	$6,695	79	$46,100	91	$93,894
68	$8,939	80	$51,097	92	$95,365
69	$11,211	81	$56,093	93	$96,246
70	$13,550	82	$61,088	94	$96,590
71	$15,931	83	$66,039	95	$96,590
72	$18,327	84	$70,978	96	$96,590
73	$20,704	85	$75,300	97	$96,590
74	$23,040	86	$79,350	98	$96,590
75	$27,130	87	$83,082	99	$96,590
76	$31,651	88	$86,418	100+	$0

SAMPLE

MONTHLY DEATH BENEFIT PROTECTION COST OF INSURANCE RATES

The Monthly Death Benefit Protection Cost of Insurance Rates per dollar of Death Benefit Protection Value Net Amount at Risk ("Rates") are shown below for each Age. The Rates have been adjusted for any applicable Additional Rating applied to the Cost of Insurance Rates as shown in Section 1. For Age 121 and above, the Rate is 0.0000000.

Age	Rates	Age	Rates	Age	Rates
65	0.0000201	84	0.0032549	103	0.0689143
66	0.0001523	85	0.0039460	104	0.0733342
67	0.0001939	86	0.0045522	105	0.0783787
68	0.0002432	87	0.0052450	106	0.0824610
69	0.0003041	88	0.0060321	107	0.0833333
70	0.0003604	89	0.0069095	108	0.0833333
71	0.0004263	90	0.0216091	109	0.0833333
72	0.0005068	91	0.0243374	110	0.0833333
73	0.0006035	92	0.0271273	111	0.0833333
74	0.0007137	93	0.0299568	112	0.0833333
75	0.0008298	94	0.0326889	113	0.0833333
76	0.0009624	95	0.0363387	114	0.0833333
77	0.0011226	96	0.0395500	115	0.0833333
78	0.0013128	97	0.0430278	116	0.0833333
79	0.0015374	98	0.0469126	117	0.0833333
80	0.0017951	99	0.0511424	118	0.0833333
81	0.0020983	100	0.0556327	119	0.0833333
82	0.0024366	101	0.0599816	120	0.0833333
83	0.0028254	102	0.0644368	121+	0.0000000

SAMPLE

2. TABLE OF RATES (continued) - POLICY 46 831 013

DEATH BENEFIT PROTECTION ANNUAL INTEREST RATES

Death Benefit Protection Annual Interest Rates are shown below for each Age. For Age 121 and above, the Death Benefit Protection Annual Interest Rate is 0.00%.

Age	Rate	Age	Rate	Age	Rate
65	1.67%	84	3.04%	103	2.00%
66	1.56%	85	3.04%	104	2.00%
67	1.54%	86	3.07%	105	2.00%
68	1.59%	87	3.09%	106	2.00%
69	1.64%	88	2.42%	107	2.00%
70	1.77%	89	2.43%	108	2.00%
71	1.88%	90	2.37%	109	2.00%
72	1.99%	91	2.29%	110	2.00%
73	2.12%	92	2.20%	111	2.00%
74	2.26%	93	2.11%	112	2.00%
75	3.19%	94	2.00%	113	2.00%
76	3.26%	95	2.00%	114	2.00%
77	3.30%	96	2.00%	115	2.00%
78	3.32%	97	2.00%	116	2.00%
79	3.33%	98	2.00%	117	2.00%
80	3.32%	99	2.00%	118	2.00%
81	3.29%	100	2.00%	119	2.00%
82	3.24%	101	2.00%	120	2.00%
83	3.16%	102	2.00%	121+	0.00%

SAMPLE

CURRENT AND MAXIMUM MONTHLY RIDER CHARGE RATES

Age	Current Monthly Rider Charge Rate per $1,000 of CIBA	Maximum Monthly Rider Charge Rate per $1,000 of CIBA	Death Benefit Protection Monthly Rider Charge Rate per $1,000 of CIBA
65	1.7875	8.9375	1.7875
66	1.5773	7.8865	1.5773
67	2.0114	10.0570	2.0114
68	2.5282	12.6410	2.5282
69	3.0481	15.2405	3.0481
70	0.0000	0.0000	0.0000

Monthly Rider Charge Rates have been adjusted for any applicable Additional Ratings. The rates shown above apply to the Risk Classification of the Life Insured and any applicable Additional Ratings on the Rider Effective Date.

SAMPLE

2. TABLE OF RATES (continued) – POLICY 46 831 013

RIDER CREDIT RATES TABLE

POLICY YEAR	BRONZE (LEVEL 1) STATUS	SILVER (LEVEL 2) STATUS	GOLD (LEVEL 3) STATUS	PLATINUM (LEVEL 4) STATUS
1	0.00%	0.00%	0.00%	0.00%
2	0.00%	0.55%	1.47%	1.83%
3	0.00%	0.47%	1.26%	1.57%
4	0.00%	0.41%	1.08%	1.35%
5	0.00%	0.35%	0.93%	1.16%
6	0.00%	0.31%	0.81%	1.01%
7	0.00%	0.94%	2.48%	3.09%
8	0.00%	1.42%	3.74%	4.65%
9	0.00%	1.81%	4.70%	5.82%
10	0.00%	2.13%	5.46%	6.72%
11	0.00%	1.97%	4.96%	6.06%
12	0.00%	1.81%	4.49%	5.45%
13	0.00%	1.67%	4.08%	4.91%
14	0.00%	1.55%	3.71%	4.44%
15	0.00%	1.44%	3.39%	4.03%
16	0.00%	1.34%	3.11%	3.67%
17+	0.00%	0.00%	0.00%	0.00%

SAMPLE

DEATH BENEFIT PROTECTION COST OF INSURANCE ADJUSTMENT FACTORS

Age	BRONZE (LEVEL 1) STATUS	SILVER (LEVEL 2) STATUS	GOLD (LEVEL 3) STATUS	PLATINUM (LEVEL 4) STATUS
65	100.0000%	100.0000%	100.0000%	100.0000%
66	100.0000%	99.6185%	98.9799%	98.7289%
67	100.0000%	99.3145%	98.1635%	97.7101%
68	100.0000%	99.0703%	97.5205%	96.9024%
69	100.0000%	98.8832%	97.0208%	96.2724%
70	100.0000%	98.7704%	96.7130%	95.8657%
71	100.0000%	98.2374%	95.2921%	94.0709%
72	100.0000%	97.4305%	93.1446%	91.3633%
73	100.0000%	96.4254%	90.5142%	88.0623%
74	100.0000%	95.3046%	87.6315%	84.4759%
75	100.0000%	94.4340%	85.4738%	81.7639%
76	100.0000%	93.8277%	84.0356%	80.1087%
77	100.0000%	93.3937%	83.0363%	79.0402%
78	100.0000%	93.1009%	82.4141%	78.4088%
79	100.0000%	92.9412%	82.1418%	78.1461%
80	100.0000%	92.7644%	81.8386%	77.8470%
81	100.0000%	93.3521%	83.3262%	79.6680%
82	100.0000%	93.9668%	84.8813%	81.5711%
83	100.0000%	94.5702%	86.4089%	83.4409%
84	100.0000%	95.2059%	88.0154%	85.4059%
85	100.0000%	95.5933%	89.0119%	86.6327%
86	100.0000%	96.1873%	90.5160%	88.4737%
87	100.0000%	96.7462%	91.9287%	90.2015%
88	100.0000%	97.2707%	93.2513%	91.8178%
89	100.0000%	97.7733%	94.5148%	93.3598%
90	100.0000%	98.2406%	95.6858%	94.7872%
91	100.0000%	98.6489%	96.7065%	96.0301%
92	100.0000%	99.0039%	97.5888%	97.1019%
93	100.0000%	99.3053%	98.3316%	98.0011%
94	100.0000%	99.5540%	98.9377%	98.7316%
95	100.0000%	99.6000%	99.0531%	98.8722%
96	100.0000%	99.7497%	99.4118%	99.3014%
97	100.0000%	99.8596%	99.6724%	99.6119%
98	100.0000%	99.9342%	99.8475%	99.8198%
99	100.0000%	99.9794%	99.9526%	99.9441%
100+	100.0000%	100.0000%	100.0000%	100.0000%

SAMPLE

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 a reference value that is maintained for each Segment of an Indexed Account and is used in the determination of the Index Segment Interest Credit. On the Segment Maturity Date, the Adjusted Segment Crediting Balance is equal to the Initial Segment Balance; less amounts deducted from the Indexed Account during the Segment Term for all Monthly Deductions, withdrawals, deductions due to accelerated death benefit payments under a supplementary benefit rider, and deductions for Surrender Charges incurred; plus any credits under the policy or a supplementary benefit rider allocated to the Indexed Account during the Segment Term. For purposes of this calculation, each deduction and addition is first multiplied by the ratio of the number of complete months remaining in the Segment Term after the date of the deduction and addition 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 following 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.

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.

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 the 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.

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.

SAMPLE

3. DEFINITIONS (continued)

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 8 for details.

Initial Segment Balance means the Segment Balance on a Segment Initiation Date as described in Section 8.

In Force means that the policy has not terminated in accordance with Sections 13, 14, or 15, or surrendered in accordance with Section 12.

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 11.

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 12. 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 means an amount used for the purpose of calculating the Cost of Insurance charges as described in Section 7.

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

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

Partial Surrender Charge Decrease Exemption Amount at any time means the Partial Surrender Charge Decrease Exemption shown in Section 1, multiplied by the Face Amount at Issue, reduced by cumulative decreases in the Face Amount. This amount will never be less than zero.

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

SAMPLE

3. DEFINITIONS (continued)

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 prior 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.
(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. 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 8.

Segment Cap Rate means a 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 for the Segment to which it applies. 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 for each Segment, the Segment Balance at the end of the day on the Segment Maturity Date plus any Index Segment Interest Credit.

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.

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

Surrender Charge Period means the number of years during which we will assess Surrender Charges. 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.

SAMPLE

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 a request in a form satisfactory to us that is signed and dated by you, and received at our Service Office; or, if permitted by our administrative practices, an e-mail received by us at the internet address specified by us for such requests.

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

4. 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 Surrender Date, no Insurance Benefit will be paid. Instead, we will pay the amount payable under the Surrenders and Withdrawals provision.

Insurance Benefit

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

(a) is the Minimum Death Benefit as described below minus any outstanding Policy Debt, both at the date of death of the Life Insured; 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.

If the Life Insured dies during a Grace Period, the Insurance Benefit will be reduced by any outstanding Monthly Deductions due.

Death Benefit

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

Death Benefit Options

Under Death Benefit Option 1, the Death Benefit is equal to the Face Amount at the date of death of the Life Insured. Under Death Benefit 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 will be less than it would have been if no withdrawals were made (regardless of whether Death Benefit Option 1 or Death Benefit Option 2 is in effect). Withdrawals reduce the Death Benefit by reducing:

(a) the Face Amount if Death Benefit Option 1 is in effect, as described in Section 12; or

(b) the Policy Value if Death Benefit Option 2 is in effect.

Change of Death Benefit Options

You may request in writing to change your Death Benefit Option from Death Benefit Option 2 to Death Benefit 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 Death Benefit Option 1 to Death Benefit Option 2 at any time.

SAMPLE

4. INSURANCE BENEFIT (continued)

Minimum Death Benefit

If 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 is less than the Minimum Death Benefit, we will use the Minimum Death Benefit when determining the Insurance Benefit payable. The Minimum Death Benefit on any date 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.

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.

5. FACE AMOUNT

The Face Amount at Issue is shown in Section 1.

Increase in Face Amount

You may not increase the Face Amount under this policy. However, if you request a change in your Death Benefit Option from Death Benefit Option 2 to Death Benefit Option 1, it will result in an increase of the Face Amount. Refer to the Change of Death Benefit Options provision in Section 4.

Reduction of Face Amount

You may request a reduction in Face Amount any time after the first Policy Year while this policy is In Force. The Minimum Face Amount Decrease is shown in Section 1. Without our prior approval, the Face Amount cannot be reduced below the lesser of $50,000 or the Face Amount at Issue. Any reduction in Face Amount will be effective on the next Processing Date after the date we approve the request for the decrease. Upon completion of your request, you will receive a policy amendment reflecting the requested change.

If you decrease the Face Amount during the Surrender Charge Period, we will deduct a pro-rata Surrender Charge from the Net Policy Value. A requested reduction in Face Amount is only allowed if the pro-rata Surrender Charge for the reduction is less than or equal to the Policy Value.

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

(a) is the Surrender Charge that would have applied if the policy had been surrendered on the date the reduction in Face Amount takes effect;

(b) is the amount of the reduction in Face Amount that exceeds the Partial Surrender Charge Decrease Exemption Amount; and

(c) is the amount of Face Amount in effect immediately before the reduction, less any applicable Partial Surrender Charge Decrease Exemption Amount.

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

We will also deduct a pro-rata Surrender Charge if a withdrawal, as described in Section 12, results in a reduction in Face Amount. However, for purposes of calculating this Surrender Charge, we will assume the Partial Surrender Charge Decrease Exemption Amount is equal to zero.

SAMPLE

6. 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.

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, 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 Insurability for the Life Insured on the first Business Day after we have received such evidence.
(c) If our receipt of any premium payment (or portion thereof) would cause the policy to be treated as a Modified Endowment Contract under federal income tax law, we will process the payment (or portion thereof) on the first Business Day after we have received satisfactory written confirmation from you indicating you understand the consequences of the policy being treated as a Modified Endowment Contract.

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.

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 excess of the Minimum Death Benefit over the Face Amount.

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 until the Life Insured reaches Age 121. Your insurance coverage will continue subject to the Death Benefit Protection, Grace Period, and Policy Termination provisions in Sections 13, 14, and 15.

Returned or Protested Payments

The Company does not accept checks or other instruments unconditionally and therefore, 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 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.

SAMPLE

7. 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 8.

Net Premiums Added

When we receive your premium payments at our Service Office, we deduct a Premium Charge as 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. We will do this before we take any other deductions due on that Business Day. We will add any Net Premiums received before the Policy Date to your Policy Value as of the Policy Date.

Allocation of the initial premium payment and any subsequent premium payments will be in accordance with the Premium Allocations provision of Section 10.

Monthly Deductions

A Monthly 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 that precedes the date on which we receive the initial premium, Monthly Deductions due for the period prior to receipt of the initial premium will be taken on the later of the date we receive the initial premium and the policy Issue Date.

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 17.

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

(a) is the Administrative Charge;
(b) is the Face Amount Charge, if any;
(c) is the sum of the charges for supplementary benefit riders that do not have a cost of insurance charge;
(d) is the Cost of Insurance Charge, as described below;
(e) is the Advance Contribution Charge, if applicable, as described below; and
(f) is the Indexed Performance Charge, if applicable.

Advance Contribution Charge

The Advance Contribution Charge will be equal to the Advance Contribution Charge Rate, shown in Section 1, times the greater of zero or (a) minus (b), where:

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

SAMPLE

7. POLICY VALUE (continued)

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.

Cost of Insurance Charge

The Cost of Insurance Charge for a specific Policy Month is equal to the current Cost of Insurance Rate for that month multiplied by the Net Amount at Risk.

We may adjust the Cost of Insurance Rates, including the cost of insurance rates for any supplementary benefit rider that has a cost of insurance charge, at any time based on our expectations of future experience including mortality, persistency, investment earnings, expenses, taxes, reserve and capital requirements, and reinsurance costs. These rates, however, will never exceed the corresponding Maximum Monthly Cost of Insurance Rates shown in Section 2. Each Cost of Insurance Charge is deducted in advance of the applicable insurance coverage for which we are at risk.

Net Amount at Risk

On the Policy Date and on each subsequent Processing Date we will determine a Net Amount at Risk used to calculate the Cost of Insurance Charge. 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;
(b) is the Face Amount plus the Death Benefit payable under any supplementary benefit riders that have a cost of insurance charge, divided by the Death Benefit Discount Factor shown in Section 1, plus the Policy Value if Death Benefit Option 2 has been elected for this policy; and
(c) is the Minimum Death Benefit as defined in Section 4.

The values used to calculate the Net Amount at Risk, including the values used to determine the Minimum Death Benefit, are determined on the Processing Date after any Net Premium is applied and Monthly Deductions are taken.

Other Deductions

We will deduct a Surrender Charge, as described in Sections 5 and 12, if during the Surrender Charge Period:

(a) you surrender this policy for its Net Cash Surrender Value;
(b) you withdraw part of the Net Cash Surrender Value;
(c) you request a reduction in the Face Amount that exceeds the Partial Surrender Charge Decrease Exemption Amount; or
(d) you do not pay the Default Payment described in Section 14, and your policy terminates.

Change of Risk Classification and/or Additional Rating

Written Requests for a rate reconsideration to a more favorable underwriting class from your current Risk Classification and/or Additional Rating may be submitted to us after issue while this policy is In Force. If approved, these rate reconsiderations will become part of your policy. Our procedures for rate reconsiderations require completion of an application and we will apply the underwriting rules that are current at the time of application for the rate reconsideration. If approved, your policy charges, credits, and values will be based on the more favorable rate reclassification. The reclassification will be effective on the Processing Date following the date we approve the request. We recommend that you request and review a current policy illustration upon a change in rate reclassification. For additional details, please contact your agent or our Service Office at the telephone number on the back of this policy. Approval of a more favorable Risk Classification and/or Additional Rating may require adjustments to limits under federal tax laws. We will notify you if premiums are required to be returned to you in order to avoid adverse tax consequences. Please consult a tax advisor before proceeding with the reclassification.

SAMPLE

7. POLICY VALUE (continued)

Policy Value Credit

On each Processing Date, we will apply a Policy Value Credit, if any, to the Policy Value. This Policy Value Credit is equal to the greater of (i) or (ii), where:

(i) is zero;
(ii) is Policy Value Credit Component A, described below, minus Policy Value Credit Component B, described below.

However, in no event will the Policy Value Credit exceed the Cost of Insurance Charge.

The values used to calculate the Policy Value Credit are determined on the Processing Date after any Net Premium is applied and Monthly Deductions are taken. The Policy Value Credit will be applied to the Indexed Accounts and the Guaranteed Interest Account proportionately in the same manner as Monthly Deductions are taken.

Policy Value Credit Component A

Policy Value Credit Component A is equal to Policy Value Credit Factor A, described below, multiplied by the Face Amount at the time of the calculation.

Policy Value Credit Component B

Policy Value Credit Component B is equal to Policy Value Credit Component A minus the result of the Policy Value at the time of the calculation multiplied by Policy Value Credit Factor B, described below. However, in no event will Policy Value Credit Component B be less than zero or greater than the Policy Value Credit Component B Limit described below.

When the Life Insured reaches Age 100 and above, Policy Value Credit Component B is zero.

Policy Value Credit Factor A

Policy Value Credit Factor A is equal to the lesser of (a) and (b), where:

(a) is equal to the Policy Value Credit Factor A Rate for the Age of the Life Insured, shown in Section 2, multiplied by the Cost of Insurance Rate for that month; and
(b) is equal to the Policy Value Credit Factor A Limit Rate, shown in Section 1, multiplied by the Maximum Monthly Cost of Insurance Rate for the Age of the Life Insured, shown in Section 2.

Policy Value Credit Factor B

Policy Value Credit Factor B is equal to the Policy Value Credit Factor B Rate for the Age of the Life Insured, shown in Section 2, multiplied by the Cost of Insurance Rate for that month.

Policy Value Credit Component B Limit

The Policy Value Credit Component B Limit is equal to the Policy Value Credit Component B Cumulative Limit for the Age of the Life Insured, shown in Section 2, minus the sum of the Policy Value Credit Component B amounts used in the calculation of the Policy Value Credit in all prior Policy Months. However, in no event will the Policy Value Credit Component B Limit be less than zero.

Cumulative Guarantee

This policy provides for a Cumulative Guarantee. The application of the Cumulative Guarantee may increase the amount of the Minimum Death Benefit, the Cash Surrender Value, and the Death Benefit 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 10.

SAMPLE

7. POLICY VALUE (continued)

For purposes of calculating the Minimum Death Benefit, the Cash Surrender Value and the Death Benefit, 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 7; and

(b) is the Cumulative Guarantee Policy Value which is determined in the same manner as the Policy Value except that:

i. Net Premiums are accumulated with interest at an annual effective rate that is equal to the Cumulative Guaranteed Interest Rate shown in Section 1, in the same manner applicable to amounts accumulated in the Guaranteed Interest Account;

ii. the Indexed Performance Charge that is deducted from the Cumulative Guarantee Policy Value will be determined by multiplying the Indexed Performance Charge that was deducted from the Policy Value in that month times the ratio of the Cumulative Guarantee Policy Value divided by the Policy Value, both determined immediately before Monthly Deductions are taken;

iii. the Net Amount at Risk used in calculating the cost of insurance charge deducted from the Cumulative Guarantee Policy Value is the amount determined by subtracting (a) from the greater of (b) or (c), where:

(a) is the Cumulative Guarantee Policy Value;

(b) is the Face Amount plus the Death Benefit payable under any supplementary benefit riders that have a cost of insurance charge, divided by the Death Benefit Discount Factor shown in Section 1, plus the Cumulative Guarantee Policy Value if Death Benefit Option 2 has been elected for this policy;

(c) the Minimum Death Benefit Factor for the Age of the Life Insured multiplied by the Cumulative Guarantee Policy Value; and

iv. we calculate the Policy Value Credit for the Cumulative Guarantee in the same manner as we do for the Policy Value except we use the Cumulative Guarantee Policy Value instead of the Policy Value; and

v. the Asset Bonus is excluded from the calculation of the Cumulative Guarantee Policy Value.

8. LOAN ACCOUNT, GUARANTEED INTEREST ACCOUNT AND INDEX APPRECIATION 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 11.

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; 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 or the Index Appreciation Account.

For details regarding loan processing, see Section 11.

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.

SAMPLE

8. LOAN ACCOUNT, GUARANTEED INTEREST ACCOUNT AND INDEX APPRECIATION ACCOUNT (continued)

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; plus
(c) amounts allocated to it from a maturing Segment or received from a cancellation as described in Section 10; plus
(d) interest credited to it; plus
(e) the portion of any Policy Value Credit allocated to it; plus
(f) Asset Bonus amounts allocated to it; less
(g) the portion of Monthly Deductions deducted from it; less
(h) amounts transferred from it to the Loan Account; less
(i) the portion of withdrawals, including any applicable charges taken from it; less
(j) amounts transferred from it to the Indexed Accounts.

Interest

We may adjust the rate or rates of interest we credit to the Guaranteed Interest Account and to amounts in the Holding Segments at any time on our expectations for future experience including investment earnings, persistency, mortality, expenses, taxes, reserve and capital requirements, and reinsurance costs. However, in no event will we credit interest at a rate that is less than the Minimum Guaranteed Interest Account Annual Rate shown in Section 1.

Any interest to be credited to the Guaranteed Interest Account will be credited no less frequently than annually. Any interest credited to the Guaranteed Interest Account in excess of the Minimum Guaranteed Interest Account Annual Rate is nonforfeitable, except indirectly due to the application of the surrender charges.

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 the Interest provision in this Section. Each Individual Segment exists for a specified period of time, known as the Segment Term, and then ceases on the Segment Maturity Date.

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; 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) the portion of any Policy Value Credit allocated to it; plus
(g) any Asset Bonus Amount added to it; plus
(h) interest credited to amounts in a Holding Segment; less
(i) the portion of the Monthly Deductions subtracted from it; less
(j) 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
(k) the amounts directed from it to the Guaranteed Interest Account due to a cancellation, as described in Section 10; less
(l) the portion of withdrawals, and any applicable charges, subtracted from it; less
(m) amounts transferred from it to the Loan Account.

SAMPLE

8. LOAN ACCOUNT, GUARANTEED INTEREST ACCOUNT AND 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; plus
(b) the portion of any Policy Value Credit added to (a) after the Lock In Date; less
(c) the portion of Monthly Deductions subtracted from (a) after the Lock In Date; less
(d) the portion of any withdrawals, and any applicable charges subtracted from (a) after the Lock In Date; plus
(e) 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 on or after the Segment Initiation Date through the Segment Maturity Date equals:

(a) the Initial Segment Balance; plus
(b) the portion of any Policy Value Credit allocated to it; less
(c) the portion of the Monthly Deductions subtracted from it; less
(d) 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. On the Segment Maturity Date, including during a Grace Period, 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 15, 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 a 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 balance is a reference value only, and is not used in determining the actual Policy Value, Cash Surrender Value, or Insurance Benefit provided by this policy.

Segment Proceeds

The Index Segment Interest Credit, the Asset Bonus Amount described below, and the Segment Balance are added together to form the Segment Proceeds. The Segment Proceeds, after deducting any loan transfers made pursuant to Section 11, are then allocated according to your instructions, subject to the restrictions described in Section 10. If no allocation instructions are given, Segment Proceeds are allocated to a new Segment in the same Indexed Account.

Discontinuation or Change of an Index

If the Index is discontinued or if the calculation of the Index is substantially changed, we may substitute a comparable index subject to approval by the Interstate Insurance Product Regulation Commission. We will notify you and any assignee on record of the substitution before a substitute index is used.

9. ASSET BONUS

On each Processing Date beginning in the Asset Bonus Commencement Year, we will apply an Asset Bonus to any balances in the Guaranteed Interest Account and the Indexed Accounts, as described below, using the Asset Bonus Annual Rates shown in Section 2.

The Asset Bonus does not apply to the Loan Account.

SAMPLE

9. ASSET BONUS (continued)

Guaranteed Interest Account and Holding Segments

Subject to the Asset Bonus Limit, we will credit amounts in the Guaranteed Interest Account and the Holding Segments with a rate that is equal to the Asset Bonus Annual Rate plus the then-current declared rate of interest for the Guaranteed Interest Account.

Indexed Account Segment Proceeds

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 the policy's Asset Bonus will be reduced at any time that the 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 2, 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.

10. 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 7. 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 12.

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.

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 the 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 12. 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.

SAMPLE

10. ALLOCATIONS AND TRANSFERS (continued)

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 Segments of the Indexed Accounts 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.

11. LOANS

At any time while this policy is In Force and there is Available Loan Value, you can apply for a loan by Written Request. Each loan must be at least equal to the Minimum Loan Amount shown in Section 1. The 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 24. Loans may not be made if the policy is in the Grace Period as described in Section 14.

Available Loan Value

The Available Loan Value is a projection of the Net Cash Surrender Value we make at the time you apply for a loan. The Available Loan Value on any date will be an amount equal to the Cash Surrender Value as adjusted by the following:

(i) projecting the Available Loan Value at the Minimum Guaranteed Interest Account Annual Rate from the date of the loan to the following Policy Anniversary assuming no premiums and no withdrawals; and

(ii) the Available Loan Value is reduced by the Policy Debt; and

(iii) the Available Loan Value is reduced by loan interest in advance to the end of the current Policy Year.

In no event, however, will the Available Loan Value be less than 90% of the Net Cash Surrender Value. Values will be determined, subject to Section 27, as of the end of the Business Day on which the loan application is received at our Service Office.

Loan Repayment

You may repay the Policy Debt in whole or in part at any time prior to the death of the Life Insured and while the policy is In Force.

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 submit to us a Written Request that they be treated as loan repayments.

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.

SAMPLE

11. LOANS (continued)

Loan Interest Charged

Interest will accrue daily on Policy Debt at an effective rate equal to the Loan Interest Charged Annual Rate, as described below. This rate will apply to both the portion of debt that is collateralized by the Loan Account and the portion collateralized by the Index Appreciation Account.

Loan interest is charged in arrears and is due on each Annual Processing Date, the effective date of a loan option change described below, and on any date you make a loan repayment. Accrued interest may be paid at any time. In the event that you do not pay the Loan Interest Charged when it is due, the accrued loan interest will be borrowed against the policy (capitalized) as described below, and added to the Policy Debt on the Annual Processing Date.

Loan interest will continue to be charged, as described in Section 17, when Monthly Deductions and premium payments cease at the Life Insured's Age 121.

Loan Interest Charged Annual Rate

The Loan Interest Charged Annual Rate is variable. We set this rate each year at your Policy Anniversary and it does not change during the Policy Year. It is equal to 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 current 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, when calculating the Loan Interest Charged Annual Rate for policies with April anniversaries, we will use January rates for the rates referenced in (a) and (b) above.

We will only adjust the Loan Interest Charged Annual Rate 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 Loan Interest Charged Annual Rate unchanged. The Loan Interest Charged Annual Rate will never exceed the Maximum Loan Interest Charged Annual Rate shown in Section 1.

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.

We will increase the Loan Interest Charged Annual Rate 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 Loan Interest Charged Annual Rate to a rate that we determine would result in the transaction being treated as a loan under federal tax law.

Loan Account Interest Credited

Interest is credited to the Loan Account and accrues daily. The annual effective rate of interest credited to the Loan Account is equal to the Loan Interest Charged Annual Rate minus the Loan Interest Credited Differential. The Loan Interest Credited Differential will not exceed the Maximum Loan Interest Credited Differential shown in Section 1.

SAMPLE

11. LOANS (continued)

Standard Loan Option

When you take a loan, or when accrued interest is capitalized under the Standard Loan option, we first transfer, to the extent possible, an amount from the Guaranteed Interest Account to the Loan Account. If you take a loan, the transfer amount will be equal to the amount of the loan. If accrued interest is capitalized, the transfer amount will be equal to the amount of capitalized interest minus the cumulative amount of Loan Account Interest Credited since the date loan interest was last capitalized, or the Policy Date if none. If 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 transfer from any Holding Segment to the Loan Account. If there is insufficient Policy Value in the Holding Segments to complete this transfer, we will then increase the balance of the Index Loan Principal by the remaining amount.

On each Processing Date and each Segment Maturity Date, when the Index Loan Principal is greater than zero, we will reduce the Index Loan Principal to the extent possible, by transferring to the Loan Account, an amount up to the Index Loan Principal. This amount will be taken from any Policy Value in the Guaranteed Interest Account, any 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.

When you make a loan repayment under the Standard Loan option, we first reduce the Index Loan Principal, to the extent possible, by the amount of the loan repayment. If any loan repayment remains, we will transfer the remaining amount, to the extent possible, from the Loan Account to the Guaranteed Interest Account.

Index Loan Option

When you take a loan or when accrued interest is capitalized under the Index Loan option, we will collateralize the loan or accrued loan interest by increasing the Indexed Loan Principal or transferring amounts from the Guaranteed Interest Account to the Loan Account. If you take a loan, the amount that is collateralized is equal to the loan amount. If accrued interest is capitalized, the amount that is collateralized is equal to the amount of capitalized loan interest minus the cumulative amount of Loan Account Interest Credited since the date loan interest was last capitalized or the Policy Date if none. To collateralize the loan or accrued loan interest, we will first increase the Index Loan Principal by the amount that is collateralized, to the extent possible such that the Index Loan Principal does not exceed the Index Appreciation Account value. If the Index Loan Principal cannot be increased by the full amount that is collateralized, we then transfer any remaining amount from the Guaranteed Interest Account to the Loan Account.

When you make a loan repayment under the Index Loan option, we first transfer, to the extent possible, an amount equal to the loan repayment from the Loan Account to the Guaranteed Interest Account. If the value in the Loan Account is insufficient to complete this transfer, we will then reduce the Index Loan Principal, to the extent possible, by any remaining amount.

Loan Option Change

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 as described in the Loan Option Change provision below. 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 and reduce the Index Loan Principal by the amount of the transfer. If there is any remaining Index Loan Principal, we will transfer an amount up to the Index Loan Principal from any Holding Segments to the Loan Account and reduce the Index Loan Principal by the amount of the transfer.

SAMPLE

11. LOANS (continued)

If there is any remaining Index Loan Principal, then on each Processing Date and each Segment Maturity Date, subsequent to this loan option change, we will transfer an amount up to the remaining Index Loan Principal from the Guaranteed Interest Account, any Holding Segments, and any Segment Proceeds to the Loan Account and reduce the Index Loan Principal by the amount of the transfer. 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.

12. 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. The Net Cash Surrender Value on the Surrender Date will not be less than the Net Cash Surrender Value on the preceding Processing Date adjusted for any loans, withdrawals or premium payments made since the preceding Processing Date. 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 the Surrender Date, no insurance will be In Force. If you surrender the policy during the Surrender Charge Period, we will deduct a Surrender Charge from the 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 reduces the Face Amount during the Surrender Charge Period;
(e) we will reduce the amount of the requested 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 8.

SAMPLE

12. SURRENDERS AND WITHDRAWALS (continued)

If Death Benefit Option 1 is in effect at the time of the withdrawal, the Face Amount plus any amount payable under a supplementary benefit rider as a result of the Life Insured's death will be reduced.

The reduction is equal to the amount of the withdrawal, if at the time of the withdrawal, the Face Amount plus any amount payable under a supplementary benefit rider as a result of the Life Insured's death is greater than or equal to the Minimum Death Benefit as described in Section 4; otherwise the reduction is equal to the amount (if any) by which the withdrawal exceeds (a) minus (b) with the result divided by (c), where:

(a) is the Minimum Death Benefit;
(b) is the Face Amount plus any amount payable under a supplementary benefit rider as a result of the Life Insured's death; and
(c) is the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in the Table of Rates in Section 2.

The reduction described above will first reduce any amount payable under a supplementary benefit rider as a result of the Life Insured's death. If any death benefit payable under a supplementary benefit rider is exhausted by the reduction, then we will reduce the Face Amount by any remaining reduction.

If Death Benefit Option 2 is in effect at the time of the withdrawal, the Face Amount will not be reduced.

Your Death Benefit will continue to be determined in accordance with Section 4, subject to this provision.

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.

13. 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. While the Death Benefit Protection feature keeps the policy In Force, we will continue to take Monthly Deductions but only to the extent that such deductions after the application of any credits do not reduce Policy Value to a value that is less than zero. Any portion of the Monthly Deductions after the application of any credits that reduces your Policy Value to a value that is less than zero will not be taken.

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 the Policy Value is determined, as described in Section 7, 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, respectively, 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 Rates shown in Section 1;
(d) the rates used in calculating the Death Benefit Protection Cost of Insurance Charge are replaced with the Monthly Death Benefit Protection Cost of Insurance Rates shown in Section 2;

SAMPLE

13. DEATH BENEFIT PROTECTION (continued)

(e) the Policy Value Credit is not applied to the Death Benefit Protection Value;
(f) no Asset Bonus is credited to the Death Benefit Protection Value;
(g) no Advance Contribution Charge is deducted from the Death Benefit Protection Value;
(h) no Indexed Performance Charge is deducted from the Death Benefit Protection Value;
(i) the Net Amount at Risk used in calculating the Death Benefit Protection Cost of Insurance Charge is equal to the greater of zero or the result of subtracting (ii) from (i), where:
    (i) is the sum of the Face Amount and the Death Benefit payable under any supplementary benefit riders that have a cost of insurance charge, divided by the Death Benefit Discount Factor shown in Section 1; and
    (ii) is 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 this provision, due on the Policy Date or subsequent Processing Date.

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

Default of the Death Benefit Protection Feature

This feature will go into default at the beginning of any Policy Month in which the Net Death Benefit Protection Value is less than or equal to zero after we deduct the Monthly Deductions, 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 an amount equal to (a) plus (b) where:

(a) is the amount necessary to bring the Net Death Benefit Protection Value to zero, if it is less than zero, at the date of default; and
(b) is 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 Death Benefit Protection Feature Grace Period, then this feature will terminate.

Termination of the Death Benefit Protection Feature

This feature terminates at the earliest of:

(a) the end of the Death Benefit Protection Feature Grace Period for which you have not paid the Death Benefit Protection Default Payment;
(b) the date your policy terminates;
(c) at the Life Insured's Age 121.

This feature cannot be reinstated after it terminates.

14. GRACE PERIOD

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. This is known as the Grace Period. Any payment sent by U.S. mail must be postmarked within the Grace Period. 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.

SAMPLE

14. GRACE PERIOD (continued)

Default

If the Death Benefit Protection Feature is in default, has terminated, or the Policy Debt is greater than zero and exceeds the Policy Value, 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.

Default Payment

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

(a) is an amount equal to (i) plus (ii) where:
  (i) is the amount necessary to bring the Net Cash Surrender Value to zero, if it is less than zero, at the date of default; and
  (ii) is the amount necessary to keep the Net Cash Surrender Value above zero for the next three Policy Months;

(b) is the Death Benefit Protection Default Payment as described in Section 13.

When payment is received, any Monthly Deductions that are past due and unpaid will be immediately deducted from the Net Premium and the remaining amount will be applied to the 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.

15. 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.

16. 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 of approval, a premium equal to the amount that was required to bring the policy out of default immediately prior to termination, plus the amount needed to keep the policy In Force for 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 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;

SAMPLE

16. REINSTATEMENT (continued)

(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) the outstanding Policy Debt on the date of reinstatement will be equal to the Policy Debt on the date the policy terminated. 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 reinstatement date. If the policy has been In Force for two years during the lifetime of the Life Insured, it will be contestable only as to statements made in the reinstatement application.

17. COVERAGE AT AND AFTER AGE 121

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

Death Benefit

The Death Benefit will be determined in the same manner as specified in Section 4.

Premiums and Monthly Deductions

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

Credited Interest

We will continue to credit interest to the Policy Value no less frequently than annually. Interest is nonforfeitable after crediting.

Policy Debt and Default

Loans will continue to be allowed as described in Section 11. Loan interest will continue to be charged if there is an outstanding loan. Loan repayments will be accepted as well as any amounts required to keep this policy In Force. The policy will go into default at any time the Policy Debt exceeds the Policy Value, as described in Section 11 and Section 14.

Withdrawals

Withdrawals will not be allowed.

18. 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 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 to the extent of the amount so paid.

SAMPLE

18. OWNER AND BENEFICIARY (continued)

Joint Ownership

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

Successor Owner

If an owner dies prior to the death of the Life Insured, a named successor owner will, if then living, have all the owner's rights and interest in the policy. The owner 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 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 have made an irrevocable beneficiary designation. If an irrevocable beneficiary is named, such beneficiary cannot be changed without the written 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 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.

19. 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, nor will we be on notice until a duplicate of the original assignment has been received at our Service Office. We assume no responsibility for the validity or sufficiency of any assignment **.**

20. MISSTATEMENTS

If the sex (if issued on a sex distinct basis) or age of 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.

SAMPLE

21. 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 Insurance Benefit requiring Evidence of Insurability, the benefits payable under the policy will not include the amount of such Insurance Benefit increase but will include the amount of premium that pertains to the increase.

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

22. INCONTESTABILITY

Except for non-payment of premium and fraud in the procurement of this policy to the extent permitted by applicable state law, this policy shall be incontestable after it has been in Force for two years from the Issue Date during the lifetime of the Life Insured.

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 policy change, unless the original contestability period is not yet expired.

Any premium payment that we accept subject to Evidence of Insurability, and any increase in Insurance 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.

23. THE CONTRACT

The written application for the policy is attached at issue. The entire contract between the applicant and us consists of the policy, such application, and any riders and endorsements. However, additional Written Requests or applications for policy changes or acceptance of excess payment may be submitted to us after issue and such additional requests may become part of the policy.

All statements made in any application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the 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.

Addition of Post-Issue Riders

You may add any applicable supplementary benefit rider to your policy that we currently make available for addition after issue, provided you meet our then-current eligibility requirements for the issuance of the applicable supplementary benefit rider.

SAMPLE

24. 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.

25. CLAIMS OF CREDITORS

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

26. REPORTS TO OWNER

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

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

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

27. HOW VALUES ARE COMPUTED

We provide Cash Surrender Values that are at least equal to those required by law or pursuant to Section 6A of the NAIC Universal Life Insurance Regulation, Model 585.

We base minimum Cash Surrender Values on the Commissioners Standard Ordinary Mortality Tables, as described under “Policy Value Calculation” in Section 1.

A detailed statement that describes the mortality table, interest rate, and method used in calculating cash values and a statement of the basis of the charges and the method of computation of this policy has been filed with the Interstate Insurance Product Regulation Commission.

SAMPLE

28. INTEREST ON PROCEEDS

We will pay interest on the Insurance Benefit proceeds 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 its 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.

29. QUALIFICATION AS LIFE INSURANCE

It is intended that this policy comply with the definition of a "life insurance contract" set forth in the federal income tax laws so that, notwithstanding any other provisions of the policy to the contrary, it will be considered as life insurance for federal income tax purposes. We reserve the right to make any reasonable adjustments to the terms or conditions of this policy if it becomes necessary to allow it to qualify as life insurance. This provision should not be construed to guarantee that this policy will receive tax treatment as life insurance or that the tax treatment of life insurance will never be changed by the future actions of any tax authority. This policy uses the Cash Value Accumulation Test as its life insurance qualification test. Under this test, the Minimum Death Benefit, as described in Section 4, must be maintained.

Federal tax law is currently unclear as to the tax status of a life insurance policy after the Life Insured reaches Age 100. Any policy continued beyond Age 100 may not qualify as life insurance for tax purposes and may be subject to adverse tax consequences. Please consult a tax advisor before choosing to continue this policy after Age 100.

Effect on Life Insurance Qualification Tests

A change in Death Benefit Option, Face Amount, Risk Classification, Additional Rating, or certain other policy changes, will often change the policy's limits under federal income tax law.

30. 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.

SAMPLE

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

BASE CAPPED TWO YEAR INDEXED ACCOUNT ENDORSEMENT

This endorsement is attached to and made part of the policy. It takes effect on the later of the date your policy takes effect or the date this endorsement is added to your policy.

This endorsement adds an additional Indexed Account referred to as the Base Capped Two Year Indexed Account to the policy by amending the Policy Specifications and Asset Bonus sections to reflect the addition of the Base Capped Two Year Indexed Account.

Terms that are not defined herein have the same meaning as set forth in the policy. Should any provisions in the policy conflict with this endorsement, the provisions of this endorsement will prevail.

Except as set forth above, all other terms and conditions of your contract remain unchanged and in full effect.

The following amends and restates "ASSET BONUS":

9. ASSET BONUS

Beginning in the Asset Bonus Commencement Year, we will apply an Asset Bonus to any balances in the Guaranteed Interest Account and the Indexed Accounts, as described below, using the Asset Bonus Annual Rates shown in Section 2.

The Asset Bonus does not apply to the Loan Account.

Guaranteed Interest Account and Holding Segments

Subject to the Asset Bonus Limit, we will credit amounts in the Guaranteed Interest Account and the Holding Segments with a rate that is equal to the Asset Bonus Annual Rate plus the then-current declared rate of interest for the Guaranteed Interest Account.

Indexed Account Segment Proceeds

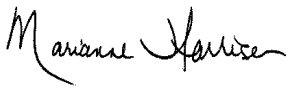
Subject to the Asset Bonus Limit, on each Segment Maturity Date we will add the Asset Bonus Amount to the Segment Proceeds. The Asset Bonus Amount is the Asset Bonus Annual Rate in effect on the Segment Maturity Date multiplied by the number of years in the Segment Term, with the result multiplied by the Adjusted Segment Crediting Balance.

Asset Bonus Limit

The Asset Bonus Annual Rates used in determining the policy's Asset Bonus will be reduced at any time that the 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 2, 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 is equal to the Face Amount or Total Face Amount in your policy, whichever is applicable. It excludes any amounts payable as a result of the Life Insured's death under any supplementary benefit riders that form part of the policy.

Signed for the Company by:



President

SAMPLE

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

A Stock Company

SUPPLEMENTARY BENEFIT
Healthy Engagement Rider

This rider is made a part of your policy to which it is attached and is effective on the date we attach it to your policy. The Rider Charge is the fee payable for this rider. The Effective Date of the rider and the Rider Charge are shown in the Policy Specifications.

Beginning on the first Policy Anniversary following the Effective Date, this rider provides the opportunity to add a Rider Credit to your Policy Value based upon the Status of the Life Insured.

STATUS

The Status of the Life Insured on each Annual Processing Date determines the Rider Credit to be applied to your Policy Value, as described in the Policy Specifications and the Rider Credit provision of this rider.

There are four levels of Status under this rider. The achievement of a Status beyond the first level is dependent upon the Life Insured meeting certain Status Qualification Requirements in each year.

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 this Rider provision. The Life Insured can obtain current information relating to his or her Status and/or the Status Qualification Requirements by visiting http://www.JohnHancockVitality.com/ or by contacting our Service Office at 1-800-387-2747.

RIDER CREDIT

On each Processing Date beginning on the first Policy Anniversary following this rider's Effective Date, we will apply any Rider Credit to your Policy Value.

Calculation of Rider Credit

The Rider Credit is equal to the Rider Benefit Factor multiplied by the lesser of (a) and (b), where:

(a) is the Rider Credit Limit described below; and

(b) is an amount equal to (i) multiplied by (ii) where:

  (i) is the Cost of Insurance Charge for that Processing Date;

  (ii) is the Rider Credit Multiplier for that Policy Year, as shown in the Policy Specifications.

The Rider Benefit Factor equals the lesser of (a) and (b), where:

(a) is 1; and

(b) is the Rider Benefit Base shown in the Policy Specifications divided by the Total Death Benefit.

The Total Death Benefit equals the Insurance Benefit as described in your policy plus any outstanding Policy Debt.

SAMPLE

RIDER CREDIT (continued)

The Rider Credit Limit in any given Policy Month equals (a) times (b), where:

(a) is the Rider Credit Limit Multiplier shown in the Policy Specifications times the Net Amount at Risk; and

(b) is the Maximum Monthly Cost of Insurance Rate shown in the Table of Rates minus the current monthly Cost of Insurance Rate.

In the event that the current Cost of Insurance Rates ever equal the corresponding Maximum Monthly Cost of Insurance Rates for a given month, the Rider Credit Limit and resulting Rider Credit will equal zero on that Processing Date.

EFFECT OF RIDER ON FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICIES

Policy Value

While this rider is in effect, your Policy Value will be calculated in the same manner as described in your policy except that we will add any Rider Credit to your Policy Value, as described below, at the same time that Monthly Deductions are taken. In addition, the Policy Value used in the determination of the Net Amount at Risk does not include any Rider Credit applied on the Processing Date. Rider Credits are nonforfeitable after crediting except indirectly due to any applicable surrender charges.

The Rider Credit for a month in which the policy is in default (as described in the Grace Period provision of your policy) will be applied first to pay any Monthly Deductions that are past due and unpaid and next to reduce the Default Payment; any Rider Credit that remains will be applied to your Guaranteed Interest Account. The same process will apply for any month in which the policy is being continued In Force under its No-Lapse Guarantee, or Death Benefit Protection provision, as applicable under your policy, except that there is no Default Payment to be reduced.

Rider Credits are not applied to amounts in the Loan Account.

No-Lapse Guarantee or Death Benefit Protection Value

Rider Credits and the Rider Charge do not apply to the Cumulative Premium Test under the No-Lapse Guarantee feature, or to the calculation of the Death Benefit Protection Value, as applicable under your policy.

Persistency Measure (if applicable)

If your policy contains a Persistency Credit provision, the following will apply:

While this rider is in effect, we will add a Persistency Measure Rider Credit to the Persistency Measure.

The Persistency Measure Rider Credit is determined in the same manner as the Rider Credit described above except that:

(a) the Cost of Insurance Charge is calculated using the Persistency Measure Cost of Insurance Rates;

(b) the current and Maximum Monthly Cost of Insurance Rates are replaced by the current and Maximum Monthly Persistency Measure Cost of Insurance Rates, respectively; and

(c) the Net Amount at Risk used in the calculation is replaced by the Persistency Measure Net Amount at Risk.

In addition, the Persistency Measure used in the determination of the Persistency Measure Net Amount at Risk does not include any Persistency Measure Rider Credit applied on the Processing Date.

SAMPLE

EFFECT OF RIDER ON FLEXIBLE PREMIUM INDEXED UNIVERSAL LIFE INSURANCE POLICIES

Policy Value

While this rider is in effect, your Policy Value will be calculated in the same manner as described in your policy except that we will add any Rider Credit to your Policy Value, as described below, at the same time that Monthly Deductions are taken. In addition, the Policy Value used in the determination of the Net Amount at Risk does not include any Rider Credit applied on the Processing Date. Rider Credits are nonforfeitable after crediting except indirectly due to any applicable surrender charges.

The Rider Credit is applied to the Guaranteed Interest Account and each Indexed Account (except for the Loaned Indexed 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 and the Loaned Indexed Account immediately prior to applying any Rider Credit.

For the portion of the Rider Credit that is applied to an Indexed Account, we will apply that portion of the Rider Credit to each Segment of that Indexed Account and to the Holding Segment in the same proportion that the Segment Balance and the amount in the Holding Segment bear to the total portion of the Policy Value in the Indexed Account immediately prior to applying any Rider Credit.

The Rider Credit for a month in which the policy is in default (as described in the Grace Period provision of your policy) will be applied first to pay any Monthly Deductions that are past due and unpaid and next to reduce the Default Payment; any Rider Credit that remains will be applied to your Policy Value in accordance with the Net Premium allocation instructions then in effect. The same process will apply for any month in which the policy is being continued In Force under the No-Lapse Guarantee or Death Benefit Protection provision, as applicable under your policy, except that there is no Default Payment to be reduced.

Rider Credits are not applied to amounts in the Loan Account or the Loaned Indexed Account.

Adjusted Segment Crediting Balance

While this rider is in effect, your Adjusted Segment Crediting Balance will be calculated in the same manner as described in your policy except we will include any Rider Credit in the calculation. For purposes of this calculation, each Rider Credit is first multiplied by the ratio of the number of months remaining in the Segment Term after the date the Rider Credit is applied, divided by the number of months in the entire Segment Term.

Initial Segment Balance

The Initial Segment Balance includes any Rider Credits applied to a Holding Segment after the Lock In Date.

Segment Balance

The Segment Balance at any time includes any Rider Credits applied to it.

No-Lapse Guarantee or Death Benefit Protection Value

Rider Credits and the Rider Charge do not apply to the Cumulative Premium Test under the No-Lapse Guarantee feature, or to the calculation of the Death Benefit Protection Value, as applicable under your policy.

Cumulative Guarantee

The Cumulative Guarantee provision of your policy describes an alternative method of calculating the Policy Value. Under this method, Rider Credits and Rider Charges are included in the calculation of the Policy Value. Rider Credits will be calculated in the same manner as described in the Rider Credit provision of this rider except that the Cost of Insurance Charge and the Net Amount at Risk are replaced with the Cost of Insurance Charge and the Net Amount at Risk used in the alternative method. The Rider Credits will be applied to the Policy Value under the Cumulative Guarantee at the same time that Monthly Deductions are taken.

SAMPLE

EFFECT OF RIDER ON FLEXIBLE PREMIUM VARIABLE UNIVERSAL LIFE INSURANCE POLICIES

Policy Value

While this rider is in effect, your Policy Value will be calculated in the same manner as described in your policy except that we will add any Rider Credit to your Policy Value, as described below, at the same time that Monthly Deductions are taken. In addition, the Policy Value used in the determination of the Net Amount at Risk does not include any Rider Credit applied on the Processing Date. Rider Credits are nonforfeitable after crediting except indirectly due to any applicable surrender charges.

The Rider Credit is applied to the Fixed Account, each Investment Account, and each Indexed Account (if applicable) in the same proportion that the Monthly Deductions are taken from those same accounts.

For the portion of the Rider Credit that is applied to an Indexed Account, we will apply that portion of the Rider Credit to each Segment of that Indexed Account and to the Holding Segment in the same proportions that the Segment Balance and the amount in the Holding Segment bear to the total portion of the Policy Value in the Indexed Account immediately prior to applying any Rider Credit.

The Rider Credit for a month in which the policy is in default (as described in the Grace Period provision of your policy) will be applied first to pay any Monthly Deductions that are past due and unpaid and next to reduce the Default Payment; any Rider Credit that remains will be applied to your Policy Value in accordance with the allocation instructions then in effect for premium payments. The same process will apply for any month in which the policy is being continued In Force under its No-Lapse Guarantee or Death Benefit Protection provision, as applicable under your policy, except that there is no Default Payment to be reduced.

Rider Credits are not applied to amounts in the Loan Account.

Adjusted Segment Crediting Balance for Indexed Accounts

While this rider is in effect, your Adjusted Segment Crediting Balance will be calculated in the same manner as described in your policy except we will include any Rider Credit in the calculation. For purposes of this calculation, each Rider Credit is first multiplied by the ratio of the number of months remaining in the Segment Term after the date the Rider Credit is applied, divided by the number of months in the entire Segment Term.

Initial Segment Balance for Indexed Accounts

The Initial Segment Balance includes any Rider Credits applied to a Holding Segment after the Lock In Date.

Segment Balance for Indexed Accounts

The Segment Balance at any time includes any Rider Credits applied to it.

No-Lapse Guarantee or Death Benefit Protection Value

Rider Credits and the Rider Charge do not apply to the Cumulative Premium Test under the No-Lapse Guarantee feature, or to the calculation of the Death Benefit Protection Value, as applicable under your policy.

Persistency Measure (if applicable)

If your policy contains a Persistency Credit provision, the following will apply:

While this rider is in effect, we will add a Persistency Measure Rider Credit to the Persistency Measure.

The Persistency Measure Rider Credit is determined in the same manner as the Rider Credit described above except that:

(a) the Cost of Insurance Charge is calculated using the Persistency Measure Cost of Insurance Rates;

(b) the current and Maximum Monthly Cost of Insurance Rates are replaced by the current and Maximum Monthly Persistency Measure Cost of Insurance Rates, respectively; and

(c) the Net Amount at Risk used in the calculation is replaced by the Persistency Measure Net Amount at Risk.

In addition, the Persistency Measure used in the determination of the Persistency Measure Net Amount at Risk does not include any Persistency Measure Rider Credit applied on the Processing Date.

SAMPLE

GENERAL PROVISIONS

The Contract

This rider, along with the written application for the policy and this rider, is attached to and made part of your policy and constitutes the entire contract between you and us. Should any provisions in the policy conflict with this rider, the provisions of this rider will prevail.

No change in the policy or this rider will be effective until approved by our President or Secretary. This approval must be noted on or attached to the policy. No agent may change the policy or this rider or waive any of the provisions.

Administration of this Rider

The Status Qualification Requirements may be administered directly by us or through an affiliated or unaffiliated company designated by us. We reserve the right to designate or replace any such company 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, persistency, 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. The Life Insured can obtain current information relating to his or her Status and/or the Status Qualification Requirements by visiting http://www.JohnHancockVitality.com/ or by contacting our Service Office at 1-800-387-2747.

In addition, we or an affiliated or unaffiliated 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. Certain incentives may not be available to the Life Insured after the Rider Charge ceases.

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 co-pays, health club fees, athletic event registration fees, health equipment, health monitoring devices, athletic attire, and online access fees.

If you are not satisfied with any of the changes we make, you may discontinue this rider at any time, as described below.

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 the Policy Specifications; or

(b) as the sole basis to deny a request to reinstate coverage.

Discontinuation of this Rider

You may make a Written Request to discontinue this rider at any time. Upon discontinuation, the Rider Charge will cease and no new Rider Credit Factors will be earned. As long as your policy remains In Force, Rider Credits will continue to be applied based on all previously-earned Rider Credit Factors and Rider Credit Grading Factors subject to the Rider Credit Limit. Access to incentives for the Life Insured will cease.

This rider cannot be reinstated after discontinuation.

Termination of this Rider upon Policy Termination

This rider will terminate at the same time as your policy. Please see the Policy Termination provision of your policy. No Rider Credit Factors will be earned and no Rider Credits will be applied once the policy to which this rider is attached is terminated.

SAMPLE

Reinstatement of this Rider

If your policy and this rider terminate at the end of a Grace Period in which you did not make the Default Payment, you may apply for reinstatement of your policy and this rider in accordance with the Reinstatement provisions of your policy.

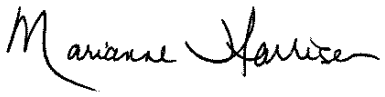
For purposes of calculating new Rider Credits following the date of reinstatement, we will determine the Rider Credit Multiplier and the Rider Credit Factors using the Status of the Life Insured on the next Annual Processing Date following the date of reinstatement. The Rider Credit Multiplier and the Rider Credit Factors are described in the Policy Specifications.

For purposes of applying Rider Credits earned in prior Policy Years following the date of reinstatement, the number of Elapsed Years in determining the Rider Credit Grading Factors will be measured from the Policy Year in which the applicable Rider Credit was first earned. The Rider Credit Grading Factors are shown in the Policy Specifications.

Each Annual Processing Date that would have occurred had your policy been In Force will be included in the calculation of the number of Annual Processing Dates for the purpose of calculating the Rider Credit Multiplier and the Rider Credit Factors.

No Rider Credit Factors will be earned and no Rider Credits will be applied once the policy to which this rider is attached is terminated. Any Rider Credit earned in prior Policy Years, that would have applied if the policy were still In Force, will not be applied to the Policy Value upon reinstatement.

Signed for the Company by:



President

SAMPLE

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

A Stock Company

HEALTHY ENGAGEMENT ENDORSEMENT

This endorsement is attached to and made part of your rider and takes effect on the date it is added to your rider. As described below, this endorsement replaces the **RIDER CREDIT** provision of your rider so that it incorporates the Policy Value Credit feature of the Policy to which this rider is attached. Should any provisions in the rider conflict with this endorsement, the provisions of this endorsement will prevail.

The following replaces the RIDER CREDIT section of your rider:

On each Processing Date beginning on the first Policy Anniversary following this rider's Effective Date, we will apply any Rider Credit to your Policy Value.

Calculation of Rider Credit

The Rider Credit is equal to the Rider Benefit Factor multiplied by the lesser of (a) and (b), where:

(a) is the Rider Credit Limit described below; and

(b) is an amount equal to (i) minus (ii), with the result multiplied by (iii) where:

  (i) is the Cost of Insurance Charge for that Processing Date;

  (ii) is any applicable Policy Value Credit for that Processing Date; and

  (iii) is the Rider Credit Multiplier for that Policy Year, as shown in the Policy Specifications.

The Rider Benefit Factor equals the lesser of (a) and (b), where:

(a) is 1; and

(b) is the Rider Benefit Base shown in the Policy Specifications divided by the Total Death Benefit.

The Total Death Benefit equals the Insurance Benefit as described in your policy plus any outstanding Policy Debt.

The Rider Credit Limit in any given Policy Month equals (a) multiplied by (b), multiplied by (c), where:

(a) is the Rider Credit Limit Multiplier shown in the Policy Specifications; and

(b) is the Cost of Insurance Charge minus any applicable Policy Value Credit;

(c) is the Maximum Monthly Cost of Insurance Rate shown in the Table of Rates minus the current monthly Cost of Insurance Rate, with the result divided by the current monthly Cost of Insurance Rate.

In the event that the current Cost of Insurance Rate ever equals the corresponding Maximum Monthly Cost of Insurance Rate on a given Processing Date, the Rider Credit Limit and resulting Rider Credit will equal zero on that Processing Date.

Signed for the Company by:

Marianne Harrison

President

SAMPLE

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

A Stock Company

SUPPLEMENTARY BENEFIT
CRITICAL ILLNESS BENEFIT RIDER

THIS IS A LIMITED BENEFIT RIDER – PLEASE READ IT CAREFULLY.

This is an individual critical illness benefit insurance rider that provides for a one-time lump sum benefit amount if the Life Insured is Initially Diagnosed with a Critical Illness while this Rider is In Force, subject to all Policy and Rider provisions.

This Rider is part of your Policy to which it is attached. This Rider is subject to all the provisions of your Policy. The Rider Effective Date, the Rider Expiration Date and the Rider Charge for this Rider are shown in the Policy Specifications. This Rider has no cash value.

THIRTY-DAY FREE LOOK

If you are not completely satisfied with this Rider for any reason, you may return it within 30 days from the date you receive it. To return this Rider, mail or deliver it to: the agent who sold it to you, our Service Office, or the agency office through which it was delivered. We will then reverse any charges applicable to this Rider and this Rider will be treated as if it had never been issued.

NOTICE TO BUYER

- THIS CRITICAL ILLNESS BENEFIT RIDER PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED UNDER THIS RIDER DO NOT PROVIDE OR PAY FOR THE COST OF MEDICAL CARE AND ARE SUPPLEMENTAL TO HEALTH INSURANCE WHICH DOES PAY FOR SUCH COSTS. THIS RIDER IS NOT A SUBSTITUTE FOR HEALTH INSURANCE COVERAGE.
- The benefits provided by this Rider cannot be coordinated with benefits provided by other coverage. Please review the benefits provided by this Rider carefully to avoid duplication of coverage.
- Please read this Rider carefully along with the outline of coverage. We suggest you carefully review all benefit limitations. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.

CAUTION

The issuance of this Rider is based upon our issuance of the Policy and the responses to the questions on the application for this Rider and the Policy. A copy of the application and any supplemental application(s) for the Policy and this Rider are attached to the Policy. If the answers are incomplete, untrue, or not correctly recorded, we have the right to deny benefits or rescind this Rider subject to the provisions of this Rider and the Policy. The best time to clear up any questions is now, before a claim arises. Contact the Company by writing to us: John Hancock Life Insurance Company (U.S.A.), 197 Clarendon Street, Boston MA 02116-5010, or calling us: 1-800-387-2747.

SAMPLE

IMPORTANT NOTICE REGARDING FEDERAL INCOME TAX LAW AND THE CRITICAL ILLNESS BENEFIT

Please refer to the Policy for the Federal Income Tax implications of the life insurance benefits found in the Policy. Monthly Rider Charges, when deducted from the Policy Value, constitute distributions from the Policy Value and are subject to the same income tax rules that apply to any other distribution. The purchase of and/or payment of any Critical Illness Benefit may have Federal Income Tax implications for you or the Life Insured. You are advised to consult with a qualified tax professional or attorney to determine any such tax impact.

GUARANTEED RENEWABLE

This Rider is guaranteed renewable. This means that as long as the Policy and Rider remain In Force subject to the Grace Period provision found in the Policy, the Rider will continue until the earliest of the dates described in the provision Termination of this Rider found in GENERAL PROVISIONS. *The Rider Charge is not guaranteed to remain unchanged.* We have a limited right to increase the Rider Charge. However, in no event will the Current Monthly Rider Charge Rate ever exceed the Maximum Monthly Rider Charge Rate shown in the Policy Specifications. Any change to the Current Monthly Rider Charge Rate: must apply to all similar critical illness benefit riders issued in the Jurisdiction of Issue to individuals in the same class on this rider form; and be accepted by the insurance department of the Jurisdiction of Issue. This means we cannot single the Life Insured out for an increase because: of their advancing age, declining health, claim status; or for any other reason related solely to the Life Insured. We will not change the Current Monthly Rider Charge Rate more frequently than once in any 12-month period. We cannot change the provisions of this Rider without your consent. To continue this Rider, the Rider Charge must be paid when due.

CRITICAL ILLNESS BENEFIT

We will pay the Critical Illness Benefit Amount if all of the following conditions are met:

- the Life Insured is Initially Diagnosed with a Critical Illness after;
    - the Rider Effective Date; and
    - the Waiting Period has been satisfied;
- the Initial Diagnosis of the Critical Illness is made by an appropriate Physician except as noted in the definition of Critical Illness below where the Initial Diagnosis is required by the named specialist relevant to the Critical Illness condition; and
- we are provided with due Proof of Loss.

No benefits are payable for conditions other than the specified Critical Illnesses defined in this Rider. This Rider will not cover any Critical Illness Initially Diagnosed prior to the Rider Effective Date.

The Critical Illness Benefit Amount is shown in the Policy Specifications. The Critical Illness Benefit Amount may be reduced after issue if your Total Face Amount is reduced as described in the provision captioned Impact of Face Amount Changes on the Critical Illness Benefit Amount. In addition, the Critical Illness Benefit Amount will never exceed the Critical Illness Benefit Cap shown in the Policy Specifications. The Critical Illness Benefit Amount will be paid in a lump sum on a one-time basis to you. Once the Critical Illness Benefit has been paid, this Rider will terminate.

SAMPLE

WAITING PERIOD

The Waiting Period is the 30-calendar day period that needs to be satisfied prior to the Initial Diagnosis of a Critical Illness. The Waiting Period begins on the Rider Effective Date and ends after 30-calendar days. No Critical Illness Benefit Amount will be paid if the Life Insured is Initially Diagnosed with a Critical Illness during the Waiting Period. In such event, you may elect to terminate this Rider.

- If you elect to terminate this Rider you must provide us with written notification of such request. The Rider Charge will be reversed as of the Rider Effective Date.
- If you elect to keep this Rider In Force, the Rider Charge must continue to be paid. In addition, please note that:
    - the Critical Illness Benefit Amount will never be payable for the Life Insured's Critical Illness Initially Diagnosed during the Waiting Period; however,
    - the Critical Illness Benefit Amount will be available in the event the Life Insured is Initially Diagnosed with one of the remaining specified Critical Illnesses defined in this Rider and all applicable Policy and Rider conditions are met.

In the event this Rider is reinstated, a new Waiting Period will be established. In such instance, the Waiting Period will begin on the date of reinstatement and end 30-calendar days after the date of such reinstatement.

DEFINITIONS

Listed below are terms that have specific meanings for this Rider. Terms not listed below may be defined in the body of this Rider or in the Policy to which this Rider is attached.

Critical Illness means one of the seven illnesses or conditions listed below for which an Initial Diagnosis is made by a Physician or a specialist expert in the medical field diagnosing the specific Critical Illness described below.

- ***Cancer*** means a definite Initial Diagnosis of a tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. Types of cancer include: carcinoma; melanoma; leukemia; lymphoma; and sarcoma. The Initial Diagnosis of Cancer must be made by a Physician who is a board-certified oncologist. Such Initial Diagnosis must be made pursuant to a Pathological or Clinical Diagnosis.
    - A Pathological Diagnosis must be based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a certified pathologist, whose diagnosis of malignancy is in keeping with the standards set up by the American Board of Pathology.
    - A Clinical Diagnosis of Cancer must be based on the study of symptoms and medical evidence which supports the Initial Diagnosis of Cancer.

    The following are not deemed to be within the meaning of "Cancer" for purposes of this Rider:
        - lesions described as benign, pre-malignant, uncertain, borderline, non-invasive, carcinoma in-situ (Tis), or tumors classified as Ta (noninvasive tumors of the bladder);
        - malignant melanoma skin cancer that is less than or equal to 1.0 mm in thickness, unless it is ulcerated or is accompanied by lymph node or distant metastasis;
        - any non-melanoma skin cancer, without lymph node or distant metastasis;
        - prostate cancer classified as T1a or T1b, without lymph node or distant metastasis; or
        - papillary thyroid cancer or follicular thyroid cancer, or both, that is less than or equal to 2.0 cm in greatest diameter and classified as T1, without lymph node or distant metastasis.

SAMPLE

DEFINITIONS (continued)

- ***Coronary Artery Bypass Grafting*** means heart surgery determined to be Medically Necessary by a Physician who is a board-certified cardiologist to correct narrowing or blockage of one or more coronary arteries with bypass graft(s). For purposes of Coronary Artery Bypass Grafting, Initial Diagnosis/Initially Diagnosed means the date this surgery is performed.

  The following are not deemed to be within the meaning of Coronary Artery Bypass Grafting for purposes of this Rider: angioplasty; intra-arterial procedures; percutaneous trans-catheter procedures; or non-surgical procedures.

- ***Heart Attack*** means a definite Initial Diagnosis of the death of heart muscle due to obstruction of blood flow to the coronary arteries, that results in a rise and fall of biochemical cardiac markers to levels considered diagnostic of myocardial infarction, with at least one of the following:

  - new electrocardiogram (ECG) changes consistent with a heart attack; or
  - development of new Q waves during or immediately following an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty.

  The Initial Diagnosis of Heart Attack must be made by a Physician who is a board-certified cardiologist.

  The following are not deemed to be within the meaning of Heart Attack for purposes of this Rider:

  - elevated biochemical cardiac markers as a result of an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves;
  - ECG changes suggesting a prior myocardial infarction, which do not meet the definition of Heart Attack described above; or
  - elevated biochemical cardiac markers are a result of coronary angioplasty and there are no associated findings of new Q waves.

- ***Kidney Failure*** means a definite Initial Diagnosis of chronic irreversible failure of both kidneys to function, as a result of which regular hemodialysis, peritoneal dialysis or renal transplantation is initiated. The Initial Diagnosis of Kidney Failure must be made by a Physician.

- ***Major Organ Failure*** means a definite Initial Diagnosis of the irreversible failure of the heart, both lungs, liver, both kidneys or bone marrow, and transplantation must be Medically Necessary. To qualify as Major Organ Failure (on transplant waiting list), the Life Insured must become enrolled as the recipient in a recognized transplant center in the United States that performs the required form of transplant surgery. The Initial Diagnosis of the Major Organ Failure must be made by a Physician.

SAMPLE

DEFINITIONS (continued)

- ***Paralysis*** means a definite Initial Diagnosis of the total loss of muscle function of two or more limbs as a result of injury or disease to the nerve supply of those limbs, for a period of at least 90 days following the precipitating event. The Initial Diagnosis of Paralysis must be made by a Physician who is a board-certified neurologist.

- ***Stroke*** means a definite Initial Diagnosis of an acute cerebrovascular event caused by intracranial thrombosis or hemorrhage, or embolism from an extra-cranial source, with:
    - acute onset of new neurological symptoms; and
    - new objective neurological deficits on clinical examination, persisting for more than 30 days following the date of Initial Diagnosis.

  These new symptoms and deficits must be confirmed by diagnostic imaging testing consistent with an acute stroke. The Initial Diagnosis of Stroke must be made by a Physician who is a board-certified neurologist.

  The following are not deemed to be within the meaning of Stroke for purposes of this Rider:

    - transient ischemic attacks / transient global amnesia;
    - intracerebral vascular events due to trauma;
    - chronic cerebrovascular insufficiency;
    - reversible ischemic neurological deficits; or
    - lacunar infarcts which do not meet the definition of stroke as described above.

Initial Diagnosis/Initially Diagnosed means a first time ever positive diagnosis of a Critical Illness of the Life Insured during the Life Insured's lifetime.

Medically Necessary means health care services, treatment or procedures that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

- in accordance with the generally accepted standards of medical practice;
- clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
- not primarily for the convenience of the patient or Physician, or another Physician.

For these purposes, "generally accepted standards of medical practice" means:

- standards that are based on credible scientific evidence published in peer-reviewed, medical literature generally recognized by the relevant medical community;
- Physician Specialty Society recommendations;
- the views of Physicians practicing in the relevant clinical area; and
- any other relevant factors.

Physician. Any person licensed in the United States of America as a Medical Doctor (M.D.) or Doctor of Osteopathy (D.O.) practicing within the scope of his or her license issued by the jurisdiction in which the Initial Diagnosis is rendered.

A Physician cannot be: the Owner; the Life Insured: anyone related to the Owner and/or Life Insured by blood or marriage; a business or professional partner of the Owner and/or Life Insured; or any person who has a financial affiliation or a business interest with the Owner and/or Life Insured.

SAMPLE

EXCEPTIONS AND LIMITATIONS

We will not pay the Critical Illness Benefit Amount if the Life Insured's Initially Diagnosed Critical Illness is caused by, results from, or occurs during:

- suicide, or any attempt at suicide, while sane or insane; or
- war (declared or undeclared) or any act of war, or service in any of the armed forces or auxiliary units.

The Critical Illness Benefit Amount will not be available or payable for any Critical Illness of the Life Insured Initially Diagnosed outside the 50 United States and the District of Columbia, unless: the Initial Diagnosis is confirmed in the United States, in which case the Critical Illness will be deemed to occur on the date the Initial Diagnosis is made outside the United States; and all of the applicable Policy and Rider conditions are met.

IMPACT OF FACE AMOUNT CHANGES ON THE CRITICAL ILLNESS BENEFIT AMOUNT

Any reduction in Total Face Amount regardless of the cause will result in a recalculation of Critical Illness Benefit Amount. If there is a reduction in the Total Face Amount, the new Critical Illness Benefit Amount is equal to the lesser of (a) and (b), where:

(a) is the Critical Illness Benefit Percent shown in the Policy Specifications multiplied by the Total Face Amount immediately after reduction in the Total Face Amount; and
(b) is the Critical Illness Benefit Amount immediately before the reduction in Total Face Amount.

Decreases in the Critical Illness Benefit Amount, without changes to the Total Face Amount, are not available.

The lapse of the Supplemental Face Amount if applicable is considered a reduction in the Total Face Amount for purposes of this Rider. The payment of any Accelerated Benefit is not considered a reduction in the Total Face Amount for the purposes of this Rider.

Any increases to the Total Face Amount will not result in a recalculation of the Critical Illness Benefit Amount.

Increases to the Critical Illness Benefit Amount are not available.

LOANS AND WITHDRAWALS

Loans and/or withdrawals on the Critical Illness Benefit Amount are not allowed.

SAMPLE

CLAIMS

Notice of Claim

Written notice of a claim for the Critical Illness Benefit must be given to us. You can provide us with notice by mailing it to our Service Office or by calling us. The mailing address for our Service Office is: John Hancock Life Insurance Company (U.S.A.), Life Post Issue – Claims, John Hancock, PO BOX 55979, Boston MA 02205 and our telephone number is: **1-800-387-2747**. The notice must be received by us within 45 days of the date the Life Insured's Critical Illness is Initially Diagnosed.

Claim Forms

We will provide you with written acknowledgement of your notification of intent to file a claim, instructions, and the necessary forms for filing a claim. Such information will be provided within 15 days of our receiving your notice of intent to file a claim. If 15 days have elapsed and we have not provided you with the necessary claim forms, you can provide written proof that satisfies the Proof of Loss requirements. You must file your Proof of Loss with our Service Office.

Proof of Loss

Proof of Loss means detailed written documentation acceptable to us which describes and confirms the Life Insured's Initial Diagnosis of a Critical Illness. Proof of Loss includes: a completed claim form, if applicable, and documentation furnished by a Physician or the Initially Diagnosing specialist relevant to the applicable Critical Illness and supported by one or more of the following: clinical, radiological, histological, pathological and/or laboratory evidence of the specified Critical Illness.

Written Proof of Loss must be filed within 6 months of the Initial Diagnosis of the Life Insured's Critical Illness or as soon thereafter as is reasonably possible. Your claim for the Critical Illness Benefit will be denied for failure to provide Proof of Loss unless it is provided to us within one year from the date the Life Insured is Initially Diagnosed with a Critical Illness. We will waive this limitation if you provide us with satisfactory proof that you are legally incapacitated or otherwise incapable of providing us with Proof of Loss.

We have the right to require additional written proof to verify the Initial Diagnosis. During the process of reviewing your claim, we may consult with the Life Insured's primary care Physician and/or other medical professional.

At your own expense, you must obtain and submit all required documentation in English.

You may provide us with Proof of Loss by mailing or faxing originals or copies of the required documentation.

Time of Payment of Claim

We will make an objective review of all the information we receive. We will send claim payment no later than 30 days after we receive notice of claim and satisfactory Proof of Loss, provided that all Rider and Policy requirements have been satisfied.

As a reminder, in order for us to process your claim, we will need your assistance. You have a responsibility to comply with all applicable Rider and Policy provisions, provide us with requested information and comply with our requests in a timely manner. If you refuse to provide requested information or if the Life Insured refuses to undergo any requested assessment, interview or exam, we will be unable to process your claim and therefore, we will not be liable for the payment of the Critical Illness Benefit Amount under this Rider.

SAMPLE

CLAIMS (continued)

Payment of Claim

All benefits payable under this Rider are payable to you, subject to the ownership provisions on the Policy at the time of claim. We will be fully discharged of our obligations to the extent any payment under this Rider is made in good faith.

Our Right to Require Medical Exams and Reports

We have the right to:

- require a medical assessment, evaluation and/or exam of the Life Insured as often as it may be reasonably required while a claim is pending; and
- request an autopsy report if necessary to adjudicate a claim where allowable by law.

We will pay for any assessment, evaluation, or exam that we request.

GENERAL PROVISIONS

Rider Charge

There is a monthly Rider Charge for this Rider which is deducted from the Policy Value. If your Policy contains a Death Benefit Protection provision or a Persistency Credit provision, the Rider Charge is also deducted from the Death Benefit Protection Value and the Persistency Measure, as applicable. If your Policy contains a Cumulative Guarantee provision, the Rider Charge is also deducted from the Policy Value under this provision. The Rider Charge is shown in Policy Specifications. In no event, will the Rider Charge ever exceed the Maximum Monthly Rider Charge Rate shown in the Policy Specifications.

Grace Period

The Grace Period provision of the Policy shall also apply to this Rider. During the Grace Period, this Rider will stay in effect.

Reinstatement of this Rider

If your Policy and this Rider terminate at the end of a Grace Period in which you did not make the Default Payment, you may apply for reinstatement of your Policy and this Rider in accordance with the Reinstatement provisions of your Policy. Reinstatement will be subject to the satisfaction of our underwriting requirements (including but not limited to any applicable age restrictions for the Life Insured), and payment of any required premium. A reinstated Rider will only pay the Critical Illness Benefit Amount if after the date of reinstatement and the reinstated Waiting Period has been satisfied: the Life Insured is Initially Diagnosed with a Critical Illness; and all of the conditions in the Critical Illness Benefit provision are met. Please note that the Policy may be reinstated while reinstatement of the Rider may be declined. If the Rider is reinstated, the reinstated Rider will not provide a Critical Illness Benefit during the period from the end of the Grace Period through the date of reinstatement. In addition, a new Waiting Period will be established as of the effective date of the Rider's reinstatement and will continue for 30 days after such date. This Waiting Period must be satisfied prior to any Initial Diagnosis of a Critical Illness.

Incontestability

After this Rider has been in effect for two years, it is incontestable except for relevant facts relating to the Life Insured's health that were knowingly and intentionally misrepresented. The contestability period for this Rider begins on the Rider Effective Date. In the case of reinstatement of this Rider requiring Evidence of Insurability, the contestable period shall be two years and begins on the effective date of such reinstatement of this Rider.

SAMPLE

GENERAL PROVISIONS (continued)

Any Initial Diagnosis of a Critical Illness which occurs within two years of the Rider Effective Date or within two years of the reinstatement date of this Rider will fall within the contestable period even if reported after the expiration of the contestable period.

Legal Action
Your right to bring suit against us to recover on this Rider begins 60 days after you have provided us with the required Proof of Loss and ends 4 years from the date the Proof of Loss was given to us. If any part of this provision is in conflict with the applicable law and/or regulation of the state where the Policy is issued, this provision shall be administered in accordance with such applicable state law or regulation.

Discontinuation of this Rider
You may make a Written Request to discontinue this Rider at any time. The Rider coverage and Rider Charge will cease on the Processing Date following the date we approve the request for Rider discontinuation. This Rider cannot be reinstated after discontinuation.

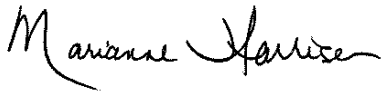
Termination of this Rider
When this Rider terminates, no further Rider Charge will be due and no Critical Illness Benefit will be available. This Rider will terminate on the earlier of the following events:

- the exchange or termination of the Policy;
- your request to discontinue this Rider;
- the payment of the Critical Illness Benefit Amount;
- the Rider Expiration Date shown in the Policy Specifications; or
- the Life Insured dies.

The Contract
This Rider, along with the written application and any supplemental applications for the Policy and this Rider, are attached to and made part of your Policy, along with any other riders and endorsements and constitutes the entire contract between you and us. Should any provisions in the Policy conflict with this Rider, the provisions of this Rider will prevail.

No change in the Policy or this Rider will be effective until approved by our President or Secretary. This approval must be noted on or attached to the Policy. No agent may change the Policy or this Rider or waive any of the provisions.

Signed for the Company by:



President

SAMPLE

LAW APPLICABLE

THIS POLICY WILL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF MARYLAND.

President

SAMPLE

SAMPLE

SAMPLE

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)
Benefits, Values, Periods of Coverage, and Premiums are on an indeterminate basis.