



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

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

LIFE INSURED [John J. Doe]

POLICY NUMBER [12 345 678]

PLAN NAME [John Hancock Healthy Engagement Term 10]

INDIVIDUAL TERM LIFE POLICY WITH HEALTHY ENGAGEMENT BENEFIT

BASE PREMIUMS GUARANTEED BY STATUS THROUGHOUT THE SELECT PERIOD SHOWN IN SECTION 1.

PREMIUM SCHEDULE DESCRIBED IN SECTIONS 2 AND 7.

RENEWABLE ANNUALLY TO AGE 95.

RENEWAL PREMIUMS MAY CHANGE AS DESCRIBED IN PREMIUM CHANGE PROVISION OF SECTION 7.

[CONVERTIBLE WITHIN THE CONVERSION PERIOD.]

BENEFIT PAYABLE ON DEATH ON OR BEFORE EXPIRY DATE.

NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS).

Subject to the conditions and provisions of this policy, if the Life Insured dies while the policy is In Force, John Hancock Life Insurance Company (U.S.A.) ("the Company") agrees to pay the Death Benefit to the beneficiary in a lump sum, which may include placing the Death Benefit in an interest bearing account in the name of the beneficiary that provides immediate access to all of the account, and to provide the other benefits, rights, and privileges, if any, of the policy. The Death Benefit is described in Section 4. If the Company makes other plans of payment available other than a lump sum, then a beneficiary may request any such other plans in lieu of a lump sum.


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

Communications about this policy may be sent to the Company's Service Office, which is currently at [200 Berkeley Street, Boston, Massachusetts, 02116-5023. Our toll-free number is 1-800-387-2747].

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

RIGHT TO RETURN POLICY. If for any reason you are not satisfied with your policy, you may return it for cancellation by delivering or mailing it to us or to an agent of the Company. If this policy does not replace another policy, you may return it within [TEN] days after receiving it, or if it replaces another policy, you may return it within [THIRTY] days after receiving it. We will refund in full the payment made. The policy will be void from the beginning and the parties shall be in the same position as if no policy had ever been issued.

Signed for the Company by:


President


Secretary

Policy Provisions

Section

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1. POLICY SPECIFICATIONS

Life Insured [JOHN DOE]

Plan Name [John Hancock Healthy Engagement Term 10] **Policy Number** [12 345 678]

Plan Version [GOLD (LEVEL 3)]

Age at Policy Date [35] **Issue Date** [Jan 16, 2023]

[Sex] [MALE] **Policy Date** [Jan 16, 2023]

Risk Classification [Standard] [Non Smoker] **Expiry Date** [Jan 16, 2083]

Additional Ratings for Base Policy [not applicable]

Plan Term Life, renewable to Age 95, non-participating
Select Period shown below

Select Period [10 Years, through Jan 15, 2033]

Supplementary Benefits [Not Applicable]

Owner, Beneficiary As designated in the application or subsequently changed

Jurisdiction of Issue [Alaska]
[Division of Insurance Telephone Number 1-907-269-7900]

Face Amount \$[250,000]

Minimum Face Amount \$100,000

[Conversion Period] [During the period ending on the earlier of the last day of [Policy Year 10] or the Policy Anniversary nearest the Life Insured's attainment of Age 70]

[Products Available for Conversion]

Individual Permanent Products

1. During the period beginning on the Issue Date and ending on the last day of [Policy Year 6], you may elect to convert this policy to any single life permanent plan of life insurance offered for sale at the time of the conversion by the Company or one of its affiliated companies;
2. During the period beginning on the [sixth] Policy Anniversary and ending on the last day of [Policy Year 10], your conversion options are dependent on the Status achieved by the Life Insured, as follows:
 - (a) if the Life Insured has achieved either the Level 3 or Level 4 Status on each of the three Annual Processing Dates prior to the date of the conversion application, you may elect to convert this policy to any single life permanent plan of life insurance offered for sale at the time of the conversion by the Company or one of its affiliated companies;
 - (b) if the Life Insured has achieved either the Level 1 or Level 2 Status on any of the three Annual Processing Dates prior to the date of the conversion application, you may elect to convert this policy to a single life permanent plan of life insurance offered for conversion by the Company or one of its affiliated companies at the time of election. This may not include all of the plans of life insurance offered for sale by the Company or its affiliates.

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

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

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

Survivorship Permanent Products

During the period beginning on the Issue Date and ending on the earlier of the last day of [Policy Year 6] and the Conversion Period shown in Section 1, you may also request to convert this policy to a new joint last-to-die survivorship policy up to the Face Amount of this policy without Evidence of Insurability on the existing Life Insured under this Policy, provided that the following conditions are met and subject to our approval:

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

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

PREMIUMS**Premium Mode** [Annual]**Face Amount** Policy Years 1 - 3 Not Allowed**Decrease** Policy Years 4 - 6 50% of Face Amount at issue or less*

Policy Years 7 and thereafter Allowed*

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

Initial Premium [\$337.75]**MAXIMUM TOTAL PREMIUM (FOR THE SELECT PERIOD)***

FREQUENCY	ANNUALLY	SEMI-ANNUALLY	QUARTERLY	MONTHLY
MODAL PREMIUM	[\$363.08]	[\$185.17]	[\$94.42]	[\$31.41]
ANNUALIZED PREMIUM	[\$363.08]	[\$370.34]	[\$377.67]	[\$376.94]
POLICY FEE (INCLUDED IN MODAL PREMIUM)	[\$95.00]	[\$48.45]	[\$24.70]	[\$8.22]

*Assuming Level 1 Status

When premiums are paid at intervals more frequently than annually, the annualized amounts of the Total Premium may be higher. The above table shows the differences by Premium Mode during the Select Period. For the differences by Premium Mode after the Select Period, please contact our Service Office at [1-800-387-2747]. The Modal Premium is not the Total Premium. See Section 7 for a description of the Total Premium.

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

2. PREMIUM SCHEDULE (continued) – Policy [12 345 678]

**GUARANTEED TOTAL PREMIUM SCHEDULE
DURING THE SELECT PERIOD**

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

The below table shows the Base Premium applicable in each Policy Year during the Select Period corresponding to each Status and any premium for Supplementary Benefits. The Base Premium due in a given Policy Year will be based on the Status achieved by the Life Insured on the Annual Processing Date, except in Policy Year 1 when the [Gold (Level 3)] Status premium will be due.

POLICY YEAR	BASE PREMIUM				PREMIUM FOR SUPPLEMENTARY BENEFITS**
	[BRONZE (Level 1)] STATUS*	[SILVER (Level 2)] STATUS*	[GOLD (Level 3)] STATUS*	[PLATINUM (Level 4)] STATUS*	
JAN 16, 2023	N/A	N/A	\$337.75	N/A	\$0.00
JAN 16, 2024	\$363.08	\$356.33	\$337.75	\$334.37	\$0.00
JAN 16, 2025	\$363.08	\$356.33	\$337.75	\$334.37	\$0.00
JAN 16, 2026	\$363.08	\$356.33	\$337.75	\$334.37	\$0.00
JAN 16, 2027	\$363.08	\$356.33	\$337.75	\$334.37	\$0.00
JAN 16, 2028	\$363.08	\$356.33	\$337.75	\$334.37	\$0.00
JAN 16, 2029	\$363.08	\$356.33	\$337.75	\$334.37	\$0.00
JAN 16, 2030	\$363.08	\$356.33	\$337.75	\$334.37	\$0.00
JAN 16, 2031	\$363.08	\$356.33	\$337.75	\$334.37	\$0.00
JAN 16, 2032	\$363.08	\$356.33	\$337.75	\$334.37	\$0.00

* Includes the applicable Policy Fee shown previously in Section 1. Includes premium for 1) any Additional Rating Premium calculated using a percentage, and 2) any Additional Rating Premium calculated using an amount per thousand of Face Amount, as shown in Section 1.

** Premium for Supplementary Benefits does not vary by Status.

2. PREMIUM SCHEDULE (continued) - Policy [12 345 678]

TOTAL RENEWAL PREMIUM SCHEDULE

The following premium schedule shows the amount payable [Annually] in the applicable Policy Years following the Select Period, assuming that the Premium Mode is maintained in all years.

POLICY YEAR	MAXIMUM RENEWAL PREMIUM*	PREMIUM FOR SUPPLEMENTARY BENEFITS
JAN 16, 2033	\$2,367.50	\$0.00
JAN 16, 2034	\$2,457.50	\$0.00
JAN 16, 2035	\$2,522.50	\$0.00
JAN 16, 2036	\$2,610.00	\$0.00
JAN 16, 2037	\$2,710.00	\$0.00
JAN 16, 2038	\$2,832.50	\$0.00
JAN 16, 2039	\$3,027.50	\$0.00
JAN 16, 2040	\$3,270.00	\$0.00
JAN 16, 2041	\$3,555.00	\$0.00
JAN 16, 2042	\$3,852.50	\$0.00
JAN 16, 2043	\$4,145.00	\$0.00
JAN 16, 2044	\$4,450.00	\$0.00
JAN 16, 2045	\$4,742.50	\$0.00
JAN 16, 2046	\$5,050.00	\$0.00
JAN 16, 2047	\$5,410.00	\$0.00
JAN 16, 2048	\$5,855.00	\$0.00
JAN 16, 2049	\$6,452.50	\$0.00
JAN 16, 2050	\$7,187.50	\$0.00
JAN 16, 2051	\$8,012.50	\$0.00
JAN 16, 2052	\$8,945.00	\$0.00
JAN 16, 2053	\$9,957.50	\$0.00
JAN 16, 2054	\$10,835.00	\$0.00
JAN 16, 2055	\$11,750.00	\$0.00
JAN 16, 2056	\$12,747.50	\$0.00
JAN 16, 2057	\$13,857.50	\$0.00
JAN 16, 2058	\$15,147.50	\$0.00
JAN 16, 2059	\$16,665.00	\$0.00
JAN 16, 2060	\$18,457.50	\$0.00
JAN 16, 2061	\$20,512.50	\$0.00
JAN 16, 2062	\$22,805.00	\$0.00

* Includes the applicable Policy Fee shown previously in Section 1. Includes premium for 1) any Additional Rating Premium calculated using a percentage, and 2) any Additional Rating Premium calculated using an amount per thousand of Face Amount, as shown in Section 1.

2. PREMIUM SCHEDULE (continued) - Policy [12 345 678]

TOTAL RENEWAL PREMIUM SCHEDULE

The following premium schedule shows the amount payable [Annually] in the applicable Policy Years following the Select Period, assuming that the Premium Mode is maintained in all years.

POLICY YEAR	MAXIMUM RENEWAL PREMIUM*	PREMIUM FOR SUPPLEMENTARY BENEFITS
JAN 16, 2063	\$25,302.50	\$0.00
JAN 16, 2064	\$28,345.00	\$0.00
JAN 16, 2065	\$31,672.50	\$0.00
JAN 16, 2066	\$35,327.50	\$0.00
JAN 16, 2067	\$39,477.50	\$0.00
JAN 16, 2068	\$44,245.00	\$0.00
JAN 16, 2069	\$49,800.00	\$0.00
JAN 16, 2070	\$55,975.00	\$0.00
JAN 16, 2071	\$63,130.00	\$0.00
JAN 16, 2072	\$71,380.00	\$0.00
JAN 16, 2073	\$80,925.00	\$0.00
JAN 16, 2074	\$90,930.00	\$0.00
JAN 16, 2075	\$102,250.00	\$0.00
JAN 16, 2076	\$114,800.00	\$0.00
JAN 16, 2077	\$128,070.00	\$0.00
JAN 16, 2078	\$141,827.50	\$0.00
JAN 16, 2079	\$162,595.00	\$0.00
JAN 16, 2080	\$180,095.00	\$0.00
JAN 16, 2081	\$192,595.00	\$0.00
JAN 16, 2082	\$210,095.00	\$0.00
JAN 16, 2083	THIS POLICY TERMINATES	

* Includes the applicable Policy Fee shown previously in Section 1. Includes premium for 1) any Additional Rating Premium calculated using a percentage, and 2) any Additional Rating Premium calculated using an amount per thousand of Face Amount, as shown in Section 1.

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3. DEFINITIONS

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

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

Age means, on any Policy Anniversary, the age of the person in question at their birthday nearest that date.

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

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

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

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

In Force means that the policy has taken effect as described in Section 7 and has not terminated in accordance with Sections 8 or 10.

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

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

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

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

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

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

Select Period means the period during which the Base Premium is guaranteed by the Status achieved by the Life Insured as shown in Section 2. The Select Period is shown in Section 1.

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

We, us, and our means the Company.

Written Request means requests in a form satisfactory to us that is 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 means the owner of this policy.

4. DEATH BENEFIT

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

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

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

5. INTEREST ON PROCEEDS

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

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

6. HEALTHY ENGAGEMENT BENEFIT

The Healthy Engagement Benefit determines your guaranteed Total Premium during the Select Period based upon the Status of the Life Insured.

Status

There are four levels of Status. Each Status has an associated guaranteed Base Premium, as shown in Section 2. The Status of the Life Insured on each Annual Processing Date determines the Base Premium for the Policy Year that begins on that date, except in Policy Year 1 when the Level 3 Status premium will be due. The Base Premium is used in the determination of the Total Premium as described in Section 7.

6. HEALTHY ENGAGEMENT BENEFIT (continued)

Status Qualification Requirements

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

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

Administration of Healthy Engagement Benefit

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

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

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

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

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

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

7. PREMIUMS

Base Premium

The Base Premium is only applicable throughout the Select Period. The Base Premium includes any applicable premium for Additional Ratings but does not include any applicable premium for Supplementary Benefits. The schedule of guaranteed Base Premiums for each Status level is shown in Section 2.

Total Premium

The Total Premium is the total amount that is due on the policy in a given Policy Year. Your Total Premium throughout the Select Period will be calculated on each Annual Processing Date beginning on the first Policy Anniversary.

The Total Premium throughout the Select Period will be equal to (a) plus (b), where:

- (a) is the guaranteed Base Premium corresponding to the Status of the Life Insured as of the Annual Processing Date except in Policy Year 1 when the Level 3 Status premium will be due; and
- (b) is any Supplementary Benefits Premium.

After the Select Period, the Total Premium will increase, but will never exceed the Maximum Renewal Premium plus the premium for Supplementary Benefits shown in Section 2.

7. PREMIUMS (continued)

Premiums Due

The Initial Premium is shown in Section 1, and is due on or before the delivery of this policy. No insurance will take effect under this policy until our underwriters approve issuance of this policy and the conditions specified in the application form have been satisfied, including receipt of at least the Initial Premium at our Service Office. Premiums are due during the Life Insured's lifetime until the Expiry Date of this policy. Premiums after the first Policy Year and during the Select Period will be equal to the Total Premium based on the Status achieved by the Life Insured on each Annual Processing Date. Calculation of the Total Premium is shown in this Section 7.

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

You may elect an annual, semi-annual, quarterly, or monthly frequency to pay your premium. You may change the frequency of premium payments by making a Written Request to us. When premiums are paid at intervals more frequently than annually, the annualized amounts of the Total Premium may be higher. The Modal Premium for each frequency during the Select Period is shown in Section 1. If you have any questions about frequency of premium payments, please contact our Service Office.

The Expiry Date is shown in Section 1.

Premium Change

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

After the Select Period, the Total Premium will increase, but will never exceed the Maximum Renewal Premiums plus the premium for Supplementary Benefits shown in Section 2.

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

Returned or Protested Payments

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 provided in any form by the Company on account of such submission(s) is not valid and shall not constitute a waiver or estoppel with respect to any of the terms or conditions of the policy. Such submissions will not prevent or delay a default or termination and do not extend the time for payment or any Grace Period as provided for under the policy.

8. GRACE PERIOD

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

9. FACE AMOUNT

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

10. POLICY TERMINATION

The policy terminates at the earliest of the following events:

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

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

11. REINSTATEMENT

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

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

Overdue premiums are calculated using the Base Premium for the Level 1 Status.

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

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

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

The application of the Suicide and Incontestability provisions to reinstatements is described in Sections 16 and 17.

12. CONVERSION

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

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

At the time of conversion, the Life Insured must meet the requirements for age, risk classification, additional ratings, minimum face amount, and minimum premium for the new policy.

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

Disability Rider at Conversion

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

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

Suicide and Incontestability

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

Conversion Date

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

13. OWNER AND BENEFICIARY

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

Change of Owner

Until the Life Insured's death, you can change the ownership of the policy by Written Request. Unless 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 serve as final settlement of the Death Benefit.

Joint Ownership

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

Successor Owner

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

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

Beneficiary Classification

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

Payment To Beneficiaries

We will pay the Death Benefit:

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

Change of Beneficiary

Until the Life Insured's death, you can change the beneficiary by Written Request unless you make an irrevocable designation. If an irrevocable beneficiary is named, such beneficiary cannot be changed without the 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 Death Benefit will be payable to you; or if you are the Life Insured, to your estate. Unless otherwise provided, if a beneficiary dies before the seventh day after the death of the Life Insured, we will pay the Death Benefit as if the beneficiary had died before the Life Insured.

14. ASSIGNMENT

Your interest in this policy may be assigned with the written consent of any irrevocable beneficiary. Your interest, any interest of the Life Insured and of any revocable beneficiary shall be subject to the terms of the assignment, but such assignment shall not affect the interest of any irrevocable beneficiary. Unless otherwise specified by you, any assignment will take effect on the date the notice of assignment is signed by you; however, it will not apply 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 copy of the original assignment has been received at our Service Office. We assume no responsibility for the validity or sufficiency of any assignment.

15. MISSTATEMENTS

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

16. SUICIDE

If the Life Insured commits suicide, while sane or insane, within [two years] from (i) the Issue Date or (ii) the reinstatement date to the extent permitted by applicable law in the state where this policy was delivered or issued for delivery, the policy will terminate on the date of such suicide and we will pay (in place of all other benefits, if any) an amount equal to the premiums paid.

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

17. INCONTESTABILITY

This policy shall be incontestable after it has been In Force during the lifetime of the Life Insured for two years from the Issue Date, except for:

- (a) non-payment of premium, or
- (b) fraud in the procurement of this policy, when permitted by applicable law in the state where this policy was delivered or issued for delivery, or
- (c) any reinstatement or policy change requiring Evidence of Insurability.

Except in the case of reinstatement or policy change requiring Evidence of Insurability, the policy can only be contested based on a material misstatement contained in the application for this policy that is attached as part of the policy.

In the case of reinstatement or policy change requiring Evidence of Insurability, the contestable period shall be two years, during the lifetime of the Life Insured, from the effective date of such reinstatement or policy change. Any such contest will be based only on material misrepresentations made in the application for reinstatement or policy change, unless the original contestability period is not yet expired.

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

18. THE CONTRACT

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

All statements made in any application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the Life Insured to defend a claim under the policy unless it is in a written application.

We reserve the right to make any changes necessary in order to keep this policy in compliance with any changes in federal or state tax laws. Other changes in this policy may be made by agreement between you and us. No agent or person other than named officers has the authority to change or modify this policy or waive any of its provisions. Only the President, Vice President, the Secretary, or an Assistant Secretary of the Company has authority to waive or agree to change in any respect any of the conditions or provisions of the policy, or to extend credit or to make an agreement for us.

Addition of Post-Issue Riders

You may apply to add any applicable supplementary benefit rider to your policy that we currently make available for addition after issue, if any. Your application is subject to approval based on our then-current eligibility requirements for the issuance of the applicable supplementary benefit rider, which may include Evidence of Insurability.

19. CLAIMS OF CREDITORS

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

20. CURRENCY AND PLACE OF PAYMENT

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

21. CONFORMITY WITH INTERSTATE INSURANCE PRODUCT REGULATION COMMISSION STANDARDS

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

Communications about this policy may be sent to the Company's Service Office, which is currently at [200 Berkeley Street, Boston, Massachusetts, 02116-5023. Our toll-free number is 1-800-387-2747].

Individual Term Life Policy with Healthy Engagement Benefit

Base Premiums guaranteed by Status throughout the Select Period shown in Section 1.

Premium Schedule described in Sections 2 and 7.

Renewable annually to Age 95.

Renewal premiums may change as described in Premium Change provision of Section 7.

[Convertible within the Conversion Period.]

Benefit payable on death on or before expiry date.

Non-participating (not eligible for dividends).