

John Hancock Life Insurance Company (U.S.A.) Guaranteed Minimum Withdrawal Benefit Riders - Disclosure Form

The Guaranteed Minimum Withdrawal Benefit Rider (known as the Income Plus For Life benefit) and the Joint Life Guaranteed Minimum Withdrawal Benefit Rider (known as the Income Plus For Life – Joint Life benefit) are optional benefit riders you may elect for an additional fee when you purchase the Contract. You may only elect one of these riders. **These riders are irrevocable and cannot be terminated at a later date except as provided in the riders.**

Beginning on the contract anniversary prior to your attainment of age 59½ under the Income Plus For Life benefit (or prior to attainment of age 59½ by the younger of you and your spouse under the Income Plus For Life – Joint Life benefit), if annual withdrawals do not exceed the Lifetime Income Amount, the benefit guarantees that the Lifetime Income Amount will be available each Contract Year during your life under the Income Plus For Life benefit (or the life of you and your spouse under the Income Plus For Life – Joint Life benefit). **The features and terms of these benefits are summarized below.**

AVAILABILITY

- **Income Plus for Life**
 - Available if, at issue, you have not attained age 81.
- **Income Plus for Life – Joint Life Benefit**
 - Available if, at issue, the older of you and your spouse have not attained age 81.

For purposes of determining the benefits under the rider, you (or you and your spouse under the Joint Life Benefit) are the **Covered Person(s)**.

BENEFIT BASE

The withdrawal benefits provided by these riders are calculated using a Benefit Base. The initial Benefit Base equals your initial payment to the contract. Thereafter, the Benefit Base may increase due to additional payments, credits or step-ups and may decrease as a result of Withdrawals. The maximum Benefit Base is \$3,000,000. **The Benefit Base cannot be withdrawn in a lump sum or paid as a death benefit.**

Additional Payments

Prior to the date the Lifetime Income Amount (LIA) is determined (known as the Lifetime Income Date), any additional payment will increase the Benefit Base by the amount of that payment.

After the Lifetime Income Date, the impact of additional payments to the Benefit Base will differ depending upon past additional payments, step-ups or decreases in Benefit Base.

If there were no additional payments, step-ups, nor decreases in the Benefit Base since the Lifetime Income Date, then all withdrawals from that date forward will be deducted from the additional payment. Any remaining amount of additional payment will then be applied to the Benefit Base.

For example, if your Benefit Base is \$100,000 and you make an additional payment of \$15,000, but you have withdrawn \$5,000 since the Lifetime Income Date, then your Benefit Base will increase by \$10,000 (\$15,000 - \$5,000). Your Benefit Base will equal \$110,000.

If, however, the Benefit Base has been adjusted due to additional payments, step-ups or withdrawals, then the new additional payment will be reduced by withdrawals taken since the last adjustment to the Benefit Base.

Any remaining amount of additional payment after that reduction will be applied to the Benefit Base

For example, the current Benefit Base is \$110,000. Since the last adjustment to your Benefit Base, no step-ups or decreases have occurred, but you have withdrawn \$6,600. You now make another additional payment of \$10,000 which will be reduced by the \$6,600 withdrawal and the \$3,400 remaining will then be applied to the Benefit Base. Your Benefit Base will now equal \$113,400.

Credits

During the first ten contract years, provided the oldest Covered Person is age 95 or younger in that year, if no withdrawals are taken during a particular year, then the Benefit Base will increase on the following contract anniversary by a percentage determined based the youngest Covered Person's age in that year. The increase will be 5% at age 64 and under (6% at age 65 and over) of the total payments that have been applied to the Benefit Base. If your Benefit Base was previously stepped-up, a new 10-year credit period will begin. The applicable credit percentage will be multiplied by the Benefit Base immediately after any step-up and/or decrease due to withdrawals, increased by payments applied to the Benefit Base the step-up or decrease. **Credits are applied only to the Benefit Base and not to the Contract Value nor to any death benefits.**

For example, if the total payments applied to your contract are \$113,400, we will increase your Benefit Base to \$119,070, assuming the applicable credit percentage is 5% (.05 x \$113,400 = \$5,670 bonus).

Step-up

Step-ups can automatically increase your Benefit Base if your contract value is higher than your Benefit Base on eligible step-up dates. Step-ups are available on each contract anniversary up to the contract anniversary after the oldest Covered Person attains age 95. Upon a step-up, your Benefit Base is adjusted and may be higher than its previous value

For example, if your contract value on the 3rd contract anniversary is \$125,000 and your Benefit Base is \$115,000, then we will increase your Benefit Base to \$125,000.

Withdrawals

Prior to the Lifetime Income Date, any withdrawals will decrease the Benefit Base in the same proportion as the amount of withdrawal divided by the Contract Value prior to the withdrawal.

For example, if the Benefit Base is \$100,000, the Contract Value is \$95,000 and you withdraw \$5,000, then your Benefit Base is decreased by \$5,263 to \$94,737 (\$100,000 X \$5,000/\$95,000 = \$5,263).

Beginning on or after the Lifetime Income Date, if total withdrawals during a contract year do not exceed the Lifetime Income Amount, then the Benefit Base is not reduced by those withdrawals.

If total withdrawals during the contract year exceed the Lifetime Income Percentage (see the Lifetime Income Amount below) multiplied by the Benefit Base then the Benefit Base will decrease in the same proportion as the excess portion of the withdrawal amount divided by the Contract Value after deduction for the Lifetime Income Amount.

For example, assuming the Benefit Base is \$100,000, the Contract Value is \$90,000, the Lifetime Income Amount is \$5,000 (based on a 5% Lifetime Income Percentage) and no additional payments have been applied during the contract year, if you withdraw \$7,500, the Benefit Base will decrease by \$2,940 to \$97,060 determined as follows:

First, reduce the \$90,000 Contract Value by the \$5,000 Lifetime Income Amount to \$85,000. This portion of the withdrawal does not reduce the Benefit Base. Next reduce the Benefit Base in the same proportion as the Excess Withdrawal reduces the Contract Value. The reduced Benefit Base will equal $\$97,060 = \$100,000 - \$100,000 \times (\$2,500/\$85,000)$. The reduced Lifetime Income Amount will equal \$4,853 ($\$97,060 \times 05$).

Withdrawals may be subject to withdrawal charges and will reduce the death benefit and optional benefits.

A decrease in the Benefit Base will reduce future Lifetime Income Amount values. If the excess withdrawal is equal to the Contract Value, future Lifetime Income Amounts will be eliminated.

For example, assuming the withdrawal in the above example is \$90,000 instead of \$7,500, first reduce the \$90,000 Contract Value by the \$5,000 Lifetime Income Amount to \$85,000. Next reduce the Benefit Base in the same proportion as the Excess Withdrawal reduces the Contract Value. The reduced Benefit Base will equal $\$0 = \$100,000 - \$100,000 \times (\$85,000/\$85,000)$. The Lifetime Income Amount will reduce to \$0 ($\$0 \text{ Benefit Base} \times 05$).

LIFETIME INCOME AMOUNT

The Lifetime Income Percentage used to determine the Lifetime Income Amount (LIA) is set at the time of the first withdrawal after the Lifetime Income Date. The percentage is determined based on your age (or the age of the youngest Covered Person under the Joint Life benefit) during the contract year of the first withdrawal.

Lifetime Income Plus benefit:

The Lifetime Income Amount (LIA) is the amount available for withdrawals each year for your life. The initial LIA is equal to 4% of the Benefit Base if you are age 59½ but less than age 65 during the contract year when the first LIA payment is taken. If you defer taking the first LIA payment until you are age 65 or older, the LIA amount is equal to 5% of the Benefit Base at the time of the first LIA payment.

Lifetime Income Plus - Joint Life benefit:

The Lifetime Income Amount (LIA) is the amount guaranteed to be available for withdrawals each year for the life of you and your spouse. The initial LIA is equal to 3.75% of the Benefit Base if the youngest Covered Person is age 59½ but less than age 65 during the contract year when the first LIA payment is taken. If you defer taking the first LIA payment until the youngest Covered Person is age 65 or older, the LIA amount is equal to 4.75% of the Benefit Base at the time of the first LIA payment.

For example, at your age 59½ (or age 59½ of the youngest Covered Person under the Joint Life benefit), if the Benefit Base is \$100,000, the LIA will be $.04 \times \$100,000 = \$4,000$ (or $.0375 \times \$100,000 = \$3,750$ under the Joint Life benefit). If the first LIA payment is not taken until you are age 65 (or both Covered Persons are age 65 under the Joint Life Benefit), and the Benefit Base at the time of the first LIA payment has increased to \$110,000, the LIA will be $.05 \times \$110,000 = \$5,500$ (or $.0475 \times \$110,000 = \$5,225$ under the Joint Life benefit).

Under either rider, each time the Benefit Base is changed after the Lifetime Income Date, the LIA will also be adjusted to equal the Lifetime Income Percentage applicable at the time of the first LIA payment multiplied by the new Benefit Base.

LIFE EXPECTANCY DISTRIBUTIONS

Under certain circumstances, you may withdraw more than your LIA without decreasing your Benefit Base as described above. These exceptions are generally related to substantially equal periodic payments that are made pursuant to various Internal Revenue Code (IRC) Sections commonly referred to as "Required Minimum Distributions" and "Stretch" programs. In such cases, you may take your required minimum distributions, even if they exceed your LIA, without jeopardizing your benefit. Restrictions apply; please see the Prospectus for complete details.

INVESTMENT OPTIONS

If you elect either of these Riders, 100% of your Contract Value must be invested at all times among the individual investment options currently available with the Riders **By electing either rider, you are giving us authority to make automatic transfers of your Contract Value between the selected investment options and a separate account designated by us in order to reduce the potential impact of volatile markets on the risk assumed by us for the guarantees provided by the rider.** The determination of when, and how much to transfer is made through a non-discretionary, systematic mathematical process referred to in the rider as the Portfolio Stabilization Process.

PAYMENT LIMITS

- No payment will be accepted which causes the Benefit Base to exceed \$3,000,000.
- Prior company approval is required on any subsequent payment on or after the first contract anniversary that exceeds \$100,000 or causes the total of all additional payments to exceed \$100,000. With respect to qualified contracts, this \$100,000 limit applies to subsequent payments received after the later of the first contract anniversary or the contract anniversary after age 65 (attainment of age 65 of the oldest Covered Person under the Joint Life benefit).
- Additional payments may not be made on qualified contracts after you (or the oldest Covered Person under the Joint Life benefit) attain age 81.

CHANGES OF OWNER OR CONTRACT ASSIGNMENT

If the owner is changed or the contract assigned, the Rider will terminate unless the new owner or assignee is a custodian or trust for the sole benefit of the previous owner or the transfer is from the custodian or trust to the individual. The Joint Life rider will not terminate if upon the owner's death the ownership was transferred to the owner's spouse pursuant to federal law.

FEES

The fee is based on the adjusted Benefit Base and is deducted from the contract value on each contract anniversary. This fee is in addition to all contract and asset management fees. The initial Rider Fee is 1.00%. We may change the Rider Fee upon notice. However, the initial Rider Fee and any subsequently-declared Rider Fee will be subject to a 2-year Rider Fee Guarantee Period during which the fee will not change. In no event will the Rider Fee exceed 1.50%

The current product Prospectus must be delivered to you prior to or at the time of purchase of either optional rider. Please refer to the Prospectus which contains complete details about these benefits. These benefits may not be suitable for owners who may need access to more than their Lifetime Income Amount each year or whose primary objective is to take maximum advantage of the tax deferral aspects of the Contract. Withdrawals will impact the Contract Value, may be subject to a Surrender Charge and may also impact any death benefit. Withdrawal of earnings are subject to ordinary income tax, and a 10% IRS penalty may apply to withdrawals made prior to age 59 ½.