



JOHN HANCOCK ANNUITIES

NOT FOR USE IN NEW YORK

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Home Office: Bloomfield Hill, MI

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

Application for GIFL Rollover VA

Flexible Payment Deferred Variable Annuity Application

1. State of Application

This application was completed and signed in the state of

2. Product Election

I elect to roll over the Market Value and Vested Benefit Base of my 401(k) to the John Hancock Individual Variable Annuity Certificate checked below.

GIFL Rollover Variable Annuity

3. IRA Type (Please check one)

Traditional IRA Roth IRA

4. Owner Male Female Trust/Entity

Owner's Name (First, Middle, Last or Name of Trust/Entity)

Date of Birth (mm dd yyyy)

Social Security/Tax Identification Number

Mailing Address

Client Brokerage Account Number

City, State, Zip

Residential Address (Required if different from mailing or address is PO Box)

5. Annuitant (if Owner is a Trust/Entity) Male Female

Annuitant's Name (First, Middle, Last or Name of Trust/Entity)

Mailing Address

City, State, Zip

Residential Address (Required if different from mailing or address is PO Box)

Date of Birth (mm dd yyyy)

Social Security/Tax Identification Number

Co-Annuitant Male Female

(Complete only if the Joint Lifetime Income Benefit is elected. You may not add a Co-Annuitant if you elected the single life option prior to rollover, or if you elected spousal continuation and your spouse is not alive at the time of the rollover. Only the spouse of the Annuitant may be named as a Co-Annuitant.)

Co-Annuitant's Name (First, Middle, Last or Name of Trust/Entity)

Mailing Address

City, State, Zip

Residential Address (Required if different from mailing or address is PO Box)

Date of Birth (mm dd yyyy)

Social Security/Tax Identification Number

6. Beneficiary/ies (Total of proceeds to primary Beneficiary(ies) must equal 100% and total % of proceeds to Contingent Beneficiary(ies) must equal 100%.)

Contingent Beneficiary(ies) receive proceeds only if primary Beneficiary(ies) pre-decease the Owner. If you wish to restrict the death payment options for your Beneficiary(ies), please complete the separate Restricted Beneficiary Form. If you have additional Beneficiary(ies), please use the Remarks Section 9 to continue.

Beneficiary #1: Primary

_____ % of proceeds Male Female Trust/Entity

Primary Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)

Relationship to Owner

_____/_____/_____
Date of Birth (mm dd yyyy) _____
Social Security/Tax Identification Number

Beneficiary #2: Primary Contingent

_____ % of proceeds Male Female Trust/Entity

Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)

Relationship to Owner

_____/_____/_____
Date of Birth (mm dd yyyy) _____
Social Security/Tax Identification Number

Beneficiary #3: Primary Contingent

_____ % of proceeds Male Female Trust/Entity

Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)

Relationship to Owner

_____/_____/_____
Date of Birth (mm dd yyyy) _____
Social Security/Tax Identification Number

Beneficiary #4: Primary Contingent

_____ % of proceeds Male Female Trust/Entity

Beneficiary's Name (First, Middle, Last or Name of Trust/Entity)

Relationship to Owner

_____/_____/_____
Date of Birth (mm dd yyyy) _____
Social Security/Tax Identification Number

7. Initial Investment Allocations

Use this section for allocation of your initial payment.

_____ % **MFC GIM¹ Lifestyle Growth** _____ % **MFC GIM¹ Lifestyle Balanced**

_____ % **MFC GIM¹ Lifestyle Moderate** _____ % **MFC GIM¹ Lifestyle Conservative**

Variable Portfolios

_____ % **MFC GIM¹ Money Market** _____ % **MFC GIM¹ Core Diversified Growth & Income** _____ % **MFC GIM¹ Core Fundamental Holdings**

_____ % **MFC GIM¹ Core Global Diversification** _____ % **JHIMS² Franklin Templeton Founding Allocation Trust**

100 % **TOTAL**

If you elect to Dollar Cost Average, complete Section 8. If you do not elect to Dollar Cost Average, skip to Section 9.

¹MFC Global Investment Management (U.S.A.) Limited
²John Hancock Investment Management Services, LLC

8. Optional Dollar Cost Averaging Complete this section if you wish to Dollar Cost Average. Dollar Cost Averaging is an optional program which involves the systematic transfer of specific dollar amounts each month from a Source Fund to one or more Variable portfolios. If no start date is indicated below, automatic transfers start 30 days after your contract's inception and continue until the Source Fund is depleted. If the transfer date is a weekend or holiday, the transfer will occur on the next business day. **Start Date:** _____
(mm dd yyyy)

Source Fund

Money Market Fund Other Source Fund

If Money Market or Other Source Fund elected, indicate amount to be transferred each month
 \$ _____

Destination Fund(s) and % to allocate (must equal 100%)

_____	_____ %
Fund Name	
_____	_____ %
Fund Name	
_____	_____ %
Fund Name	
_____	_____ %
Fund Name	

9. Remarks

10. State Disclosures

For Applicants in all states except AK, AZ, CO, DE, DC, FL, ID, IN, KY, MD, ME, NE, NJ, NM, OH, OK, OR, PA, TN, VA, WA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For AK Applicants: A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

For AZ Applicants: On written request, the Company is required to provide you, within a reasonable time, factual information regarding the benefits and provisions of your annuity contract. If, for any reason you are not satisfied with your annuity contract, you may return it within ten days, OR WITHIN THIRTY DAYS IF YOU ARE SIXTY-FIVE YEARS OF AGE OR OLDER ON THE DATE OF THE APPLICATION FOR YOUR ANNUITY CONTRACT, after the contract is delivered and receive a refund of all monies paid. For your protection, state law required the following statements to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

For CO Applicants: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

For DE, ID, IN, OK Applicants: Any person who knowingly and with intent to injure, defraud, or deceive an insurance company files a statement of claim containing false, incomplete, or misleading information is guilty of a felony.

For DC Applicants: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For FL Applicants: Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For KY, NE, PA Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For MD Applicants: Any person who knowingly and willfully presents a false or fraudulent claim for payment for a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For ME, TN, VA, WA Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

For NJ Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

For NM Applicants: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

For OH Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

For OR Residents: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

For PR Residents: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than \$5,000 and not more than \$10,000, or a fixed term of imprisonment of 3 years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of 5 years, if extenuating circumstances are present, it may be reduced to a minimum of 2 years.

FOR CT & NJ RESIDENTS ONLY: All declarative portions of this application are to the best of my/our knowledge and belief.

Military Sales: This product is not intended to be sold to active duty service members on military installations.

11. NOTICE: For California Owner(s)/Annuitant(s) 60 or older only

Under California law, there is a 30 Day Right to Review your Contract. The amount that will be returned to you if you cancel your Contract during this 30 day period will depend on the election below which designates where your Payment(s) will be allocated during the Right to Review period. Please check one of the following boxes. **If you do not check one of these boxes, we will allocate your Payment to the Money Market portfolio.**

- I/We wish to immediately invest in the variable Investment Allocation(s) elected in Section 7. If my/our Contract is cancelled within 30 days, the Contract Value will be returned to me/us.
- I/We authorize the Company to allocate my Payment to the Money Market portfolio for a period of 35 calendar days. On the 35th day (or next business day) transfer my Contract Value to the Investment Allocation(s) elected in Section 7. If I cancel my/our Contract within 30 days, any Payment(s) will be returned.

12. Acknowledgments/Signatures

I agree that the Contract I have applied for shall not take effect until the later of: (1) the issuance of the Contract, or (2) receipt by the Company at its Annuities Service Center of the first Payment required under the Contract.

I understand that unless I elect otherwise, the Annuity Commencement Date will be the later of the first of the month following the Annuitant's 90th birthday, or 10 years from the Contract Date (IRA's may require distributions to begin by age 70½). Alternate Maturity Date _____.

I acknowledge receipt of the current prospectus and understand that Annuity Payments and other values provided by the contract applied for, when based on the investment experience of the Investment Options are variable and are not guaranteed as to a fixed dollar amount.

The Contract I have applied for is suitable for my insurance investment objectives, financial situation, and needs.

I have read the applicable fraud statement contained in the State Disclosures section.

I certify my status as a citizen of the United States of America or a resident alien of the United States of America.

To the best of my knowledge and belief, the statements in this application are true and complete.

X _____
Signature of Owner City, State Date (mm dd yyyy)

X _____
Signature of Co-Owner (if any)

X _____
Signature of Annuitant City, State

X _____
Signature of Co-Annuitant

13. Agent Information

X _____
Signature of Agent #1 Printed Name of Agent Percentage %

State License ID Broker/Dealer Rep Number Social Security Number

Broker/Dealer Firm Agent's Telephone Number

X _____
Signature of Agent #2 Printed Name of Agent Percentage %

State License ID Broker/Dealer Rep Number Social Security Number

Broker/Dealer Firm Agent's Telephone Number

Telephone/Electronic Transaction Authorization*

ACCEPT DECLINE

As the Owner, I will receive this privilege automatically. By marking "Accept," I am also authorizing John Hancock to act on telephone or electronic instructions from any other person who can furnish proper identification. John Hancock will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, John Hancock and its employees will be held harmless for any claim, loss, liability, or expense.

Telephone Withdrawal Authorization*

ACCEPT DECLINE

Owner **MUST** mark or the default will be selected

I authorize the Company to act on withdrawal instructions given by telephone from myself or any person who can furnish proper identification.

If I elect this option, I understand that neither the Company nor any person authorized by the Company will be responsible for any claim, loss, liability, or expense in connection with a telephone withdrawal if the Company or such other person acted on telephone withdrawal instructions in good faith in reliance on this authorization.

Automatic Rebalancing*

ACCEPT DECLINE

Owner **MUST** mark or the default will be selected

If marked, the Contract Value, excluding amounts in the fixed account investment options, will be automatically rebalanced as indicated by variable Investment Allocation(s) elected in Section 7 of the application, unless subsequently changed. Initial Payment must be allocated to at least 2 variable Investment Options in order to participate in Automatic Rebalancing.

If a policyholder elects to participate in Automatic Rebalancing, the total value of the variable portfolios must be included in the program. Therefore, fund exchanges and subsequent payments received and applied to Portfolios in percentages different from the current rebalancing allocation will be rebalanced at the next date of rebalancing unless the subsequent payments are allocated to the fixed account investment options. Automatic Rebalancing is not available if you are participating in a Dollar Cost Averaging program from a variable Portfolio.

Rebalancing will occur on the 25th of the month (or next business day); please indicate frequency. If no frequency is indicated, then Automatic Rebalancing will occur Quarterly:

- Quarterly Semi-Annually (June & December) Annually (December)

*Unless subsequently changed in accordance with terms of Contract issued.

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

The Guaranteed Income for Life (GIFL) Rollover Variable Annuity IRA Contract is a flexible payment deferred variable annuity contract that provides a Guaranteed Minimum Withdrawal Benefit (known as the Lifetime Income Benefit) for an additional fee.

Beginning on the later of:

- (a) your attainment of age 59½ under the Single Life - Lifetime Income Benefit (or the attainment of age 59½ by the younger of you and your spouse under the Spousal Lifetime Income Benefit); or
- (b) the end of the 5-year holding period (determined with credit for your participation under the guaranteed minimum withdrawal benefit in the John Hancock group annuity contract funding your employer's 401(k) plan),

if annual withdrawals do not exceed the Lifetime Income Amount, the Guaranteed Income for Life (GIFL) Rollover Variable Annuity IRA Contract guarantees that the Lifetime Income Amount will be available each Contract Year during your life under the Single Life – Lifetime Income Benefit (or the life of you and your spouse under the Spousal Lifetime Income Benefit). **If you make additional payments before age 59 1/2, the 5-year holding period may be reset as described below in the Additional Payments section.**

The features and terms of the Lifetime Income Benefit under the Guaranteed Income for Life (GIFL) Rollover Variable Annuity IRA are described below:

Availability

- Available to terminating or retiring participants or beneficiaries in a 401(k) plan funded with a John Hancock group annuity contract with a Guaranteed Income for Life rider.
- Terminating or retiring participants must have some or all of their 401(k) contributions in a Guaranteed Minimum Withdrawal Benefit Investment option.
- **Single Life – Lifetime Income Benefit**
 - Available if, at issue, you have not attained age 90.
- **Spousal – Lifetime Income Benefit**
 - Available if, at issue, the older of you and your spouse have not attained age 90.
 - A spouse must qualify as a “spouse” under federal law in order to be covered under the Spousal Lifetime Income Benefit.

Benefit Base

The withdrawal benefits provided by this contract are calculated using a Benefit Base. The initial Benefit Base equals the greater of your initial payment to the contract or the Transferred Benefit Base. The Transferred Benefit Base is your benefit base for the Guaranteed Income for Life benefit under the John Hancock group annuity contract funding the 401(k) Retirement Plan which is transferred to this GIFL Rollover Variable Annuity Contract. Thereafter, the Benefit Base may increase due to additional payments or step-ups and may decrease as a result of withdrawals. **The Benefit Base cannot be withdrawn in a lump sum.**

Additional Payments

You can make additional payments to the GIFL IRA Rollover Contract each year that you receive compensation and have not reached age 70½, subject to federal limits for IRA contributions. You can also make a one-time contribution of existing qualified plan assets (i.e. an rollover IRA) up to \$25,000.

If the additional payment exceeds 20% of the Benefit Base at the time of the payment or causes the total of all payments in a contract year to exceed 20% of the benefit base, a new 5-year holding period may apply. **This means that your Lifetime**

Income Date and associated Lifetime Income Amount may be deferred for 5 years from the date you make that additional payment.

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 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 \$6,000, but you have withdrawn \$5,000 since the Lifetime Income Date, then your Benefit Base will increase by \$1,000 (\$6,000 - \$5,000). Your Benefit Base will equal \$101,000.

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 resets have occurred, but you have withdrawn \$5,500. You now make another additional payment of \$6,000 which will be reduced by the \$5,500 withdrawal and the \$500 remaining will then be applied to the Benefit Base. Your Benefit Base will now equal \$110,500.

Step-up

Step-ups can automatically increase your Benefit Base on the contract anniversary if your Contract Value is higher than your Benefit Base on that date. Step-ups are available up to and including the contract anniversary after the oldest annuitant attains age 95. Upon a step-up, your Benefit Base is adjusted and may be higher than its previous value. **If a step-up occurs, the Rider Fee may be increased.**

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, the Benefit Base will be reduced proportionately for withdrawals. ("Proportionately" means the reduction is in the same proportion as the withdrawal divided by the contract value prior to the withdrawal.)

For example, under the Spousal Lifetime Income Benefit, if the Benefit Base is \$100,000 and you withdraw \$4,500 and your Contract Value prior to the withdrawal is \$95,000, then your Benefit Base is reduced by \$4,737 ($\$100,000 \times \$4,500/\$95,000$). Your new Benefit Base is \$95,263.

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.

Excess Withdrawals on or after the Lifetime Income Date

If total withdrawals during the contract year exceed 5% (or 4.5% under the Spousal benefit) of the Benefit Base on the prior contract anniversary plus additional payments applied during the contract year, then the Benefit Base will automatically be reduced proportionately for the excess withdrawals.

For example, assuming the Benefit Base is \$100,000, the Contract Value is \$95,000 and no additional payments have been applied during the contract year, if you withdraw \$10,000, the Benefit Base will decrease by \$10,526 to \$89,474. ($\$100,000 \times \$10,000/\$95,000 = \$10,526$ reduction.)

A reduction in the Benefit Base due to an excess withdrawal 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 Benefit Base is \$100,000, the Contract Value is \$15,000 and the LIA is \$5,000, if you withdraw \$10,000, the Benefit Base will decrease by \$66,667 to \$33,333. ($\$100,000 \times \$10,000/\$15,000 = \$66,667$). In turn your LIA will reset to $.05 \times \$33,333 = \$1,667$ (or $.045 \times \$33,333 = \$1,500$ under the Spousal benefit). If you withdraw the full Contract Value of \$15,000 (instead of \$10,000), the Benefit Base will reduce to \$0 and your LIA will be eliminated.

Lifetime Income Amount

Single Life - Lifetime Income Benefit

The Lifetime Income Amount (LIA) is the amount available for withdrawals each year for your life. The initial LIA is equal to 5% of the Benefit Base on the contract anniversary on or after the later of your attainment of age 59½ or the date you have satisfied the 5-year holding period.

Spousal – Lifetime Income 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 4.5% of the Benefit Base on the contract anniversary on or after the later of the attainment of age 59½ by the younger of you and your spouse or the date the 5-year holding period is satisfied.

For example, assuming the 5 year holding period has been met, at the contract anniversary on or after your age 59 ½ (or contract anniversary on or after age 59 ½ of the younger of your and your spouse under the Spousal benefit), if the Benefit Base is \$100,000, the LIA on that date will be $.05 \times \$100,000 = \$5,000$ (or $.045 \times \$100,000 = \$4,500$ under the Spousal benefit)

Under either benefit, each time the Benefit Base is changed after the Lifetime Income Date, the LIA will also be adjusted to 5% (4.5% under the Spousal benefit) multiplied by the new Benefit Base.

Life Expectancy Distributions

Under certain circumstances, you may withdraw more than your LIA without resetting 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 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

When you purchase the GIFL Rollover IRA Contract, 100% of your Contract Value must be invested at all times among the variable investment options available with this Contract.

Payment Limits

- Your initial payment must include a distribution of your 401(k) account value from the John Hancock group annuity contract funding the 401(k) Plan.
- Prior company approval is required on any subsequent payments which exceed \$25,000 or cause the total of all additional payments received to exceed \$25,000.
- Additional payments may not be made after the oldest annuitant attains age 81.

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. Upon step-up, the fee may increase up to a maximum fee. The step-up may be declined and the previous fee retained. The fee for the Lifetime Income Benefit is 0.35% with a maximum of 0.65%.

The current product Prospectus must be delivered to you prior to or at the time of purchase the Contract. Please refer to the Prospectus which contains complete details about this benefit. This benefit may not be suitable for owners who may need access to more than 5% (4.5% under the Spousal benefit) of their principal 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 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.