

JOHN HANCOCK LIFE INSURANCE CO USA

Form 424B3

April 30, 2012

Table of Contents

PART A

INFORMATION REQUIRED IN A PROSPECTUS

Table of Contents

Declaration Variable Annuity Prospectus
Patriot Variable Annuity Prospectus
Revolution Access Variable Annuity Prospectus
Revolution Extra Variable Annuity Prospectus**
Revolution Value Variable Annuity Prospectus
PREVIOUSLY ISSUED CONTRACTS

April 30, 2012

This Prospectus describes interests in the deferred Purchase Payment Variable Annuity Contracts listed above that were previously issued by **John Hancock Variable Life Insurance Company (JHVLICO)** and subsequently assumed by **John Hancock Life Insurance Company (U.S.A.) (John Hancock USA)**. These Contracts are no longer offered for sale; however, you may make Additional Purchase Payments as permitted under your Contract. In this Prospectus, we, us, our, or the Company refers to John Hancock USA. You, the Contract Owner, should refer to the first page of your Contract, to determine which of the above Contracts you purchased.

This Prospectus describes the variable portion of the Contracts to which you may allocate Additional Purchase Payments, to the extent permitted by your Contract. If you do, your Contract Value (other than value allocated to a Fixed Investment Option) and Variable Annuity payments will vary according to the investment performance of the applicable Subaccounts of the **John Hancock Life Insurance Company (U.S.A.) Separate Account T** (the Separate Account). Each Subaccount invests in one of the following Portfolios of John Hancock Variable Insurance Trust that corresponds to a Variable Investment Option that we make available on the date of this Prospectus. Certain Variable Investment Options may not be available under a Contract.

JOHN HANCOCK VARIABLE INSURANCE TRUST	JOHN HANCOCK VARIABLE INSURANCE TRUST	JOHN HANCOCK VARIABLE INSURANCE TRUST	JOHN HANCOCK VARIABLE INSURANCE TRUST
500 Index Trust B	Global Bond Trust ¹	Mid Cap Stock Trust ²	Small Cap Value Trust ²
Active Bond Trust	Health Sciences Trust ²	Mid Value Trust ¹	Total Bond Market Trust B

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Blue Chip Growth Trust ¹	High Yield Trust ¹	Money Market Trust B	Total Return Trust ²
Capital Appreciation Trust ¹	International Equity Index Trust B ¹	Real Estate Securities Trust ¹	Total Stock Market Index Trust ²
Equity-Income Trust ¹	International Value Trust	Short Term Government Income Trust	
Financial Services Trust	Lifestyle Balanced Trust	Small Cap Growth Trust	
Fundamental All Cap Core Trust ³	Mid Cap Index Trust ²	Small Cap Index Trust ²	

¹ Available on Revolution Access, Revolution Extra, Revolution Value Variable Annuities and Patriot Variable Annuity Contracts only.

² Available on Revolution Access, Revolution Extra, Revolution Value Variable Annuity Contracts only.

³ Formerly Optimized All Cap Trust.

Contracts are not deposits or obligations of, or insured, guaranteed or endorsed by any bank, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. Please read this Prospectus carefully and keep it for future reference. It contains information about the Separate Account and the variable portion of the Contract that you should know before investing. The Contracts have not been approved or disapproved by the Securities and Exchange Commission (SEC). Neither the SEC nor any state has determined whether this Prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

** If you purchased a Revolution Extra Contract, we will add an extra credit of at least 3.5% of each Purchase Payment that you make under that Contract. Because of this feature, the withdrawal charge applicable to certain withdrawals of Contract Value may be higher than those imposed under Contracts without an extra credit or bonus feature. The amount of the extra credit may be more than offset by the withdrawal charge if you prematurely surrender or otherwise withdraw money in excess of the free Withdrawal Amounts while this charge is in effect.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

**John Hancock Annuities Service
Center**

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Boston, MA 02205-5444

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0412:JHVPRO

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Table of Contents

Table of Contents

<u>I. GLOSSARY</u>	1
<u>II. OVERVIEW</u>	3
<u>III. FEE TABLES</u>	5
<u>Examples</u>	6
<u>IV. BASIC INFORMATION</u>	9
<u>What is the Contract?</u>	9
<u>Who owns the Contract?</u>	9
<u>Is the Owner also the Annuitant?</u>	9
<u>How can I invest money in a Contract?</u>	9
<u>Purchase Payments</u>	9
<u>Initial Purchase Payment</u>	9
<u>Issue Date and Contract Year</u>	10
<u>Limits on Additional Purchase Payments</u>	10
<u>How will the value of my investment in the Contract change over time?</u>	10
<u>Variable Investment Options</u>	10
<u>Fixed Investment Options</u>	11
<u>Extra Credit Feature</u>	11
<u>What Annuity Benefits does the Contract provide?</u>	11
<u>To what extent can John Hancock USA vary the terms and conditions of the Contracts?</u>	11
<u>What are the tax consequences of owning a Contract?</u>	12
<u>How can I change my Contract's Investment Options?</u>	12
<u>Allocation of Purchase Payments</u>	12
<u>Transfers Among Investment Options</u>	12
<u>Procedure for Transfers among Investment Options</u>	13
<u>Telephone and Electronic Transactions</u>	14
<u>Dollar-Cost Averaging Programs</u>	14
<u>Strategic Rebalancing Program</u>	15
<u>What fees and charges will be deducted from my Contract?</u>	15
<u>Asset-Based Charges</u>	16
<u>Annual Contract Fee</u>	16
<u>Premium Taxes</u>	16
<u>Withdrawal Charge</u>	17
<u>Other Charges</u>	18
<u>How can I withdraw money from my Contract?</u>	19
<u>Surrenders and Withdrawals</u>	19
<u>Signature Guarantee Requirements for Surrenders and Withdrawals</u>	20
<u>Nursing Home Waiver of Withdrawal Charge</u>	20
<u>Waiver of Withdrawal Charge Rider</u>	20
<u>Systematic Withdrawal Plan</u>	20
<u>Telephone Withdrawals</u>	21
<u>What happens if the Owner or Annuitant dies before my Contract's Maturity Date?</u>	21
<u>Death Benefits – In General</u>	21
<u>Distribution Requirements Following Death of Owner</u>	21
<u>Death Benefits Following Death of Annuitant</u>	22
<u>Standard Death Benefit</u>	22
<u>Enhanced Death Benefit Riders</u>	22
<u>Calculation and Payment of Death Benefit Value</u>	22
<u>What other optional benefits may have been available when I purchased a Contract?</u>	23
<u>Accumulated Value Enhancement Benefit</u>	23
<u>Guaranteed Retirement Income Benefit</u>	24
<u>Can I return my Contract?</u>	24
<u>V. GENERAL INFORMATION ABOUT US, THE SEPARATE ACCOUNT AND THE PORTFOLIOS</u>	25
<u>The Company</u>	25

<u>The Separate Account</u>	25
<u>The Portfolios</u>	26
<u>VI. INFORMATION ABOUT FIXED INVESTMENT OPTIONS</u>	32
<u>In General</u>	32
<u>How the Fixed Investment Options Work</u>	32
<u>Guaranteed Interest Rates</u>	32
<u>Calculation of Market Value Adjustment (MVA)</u>	32
<u>What Additional Guarantee Applies to the Fixed Investment Options Under My Contract?</u>	33
<u>VII. THE ACCUMULATION PERIOD</u>	36
<u>Your Value in Our Variable Investment Options</u>	36
<u>Valuation of Accumulation Units</u>	36
<u>Variable Investment Option Valuation Procedures</u>	36
<u>Your Value in the Fixed Investment Options</u>	36
<u>VIII. THE ANNUITY PERIOD</u>	37
<u>Maturity Date</u>	37
<u>Choosing Fixed or Variable Annuity Payments</u>	37
<u>Selecting an Annuity Option</u>	37
<u>Variable Monthly Annuity Payments</u>	38
<u>Assumed Investment Rate</u>	38
<u>Transfers During the Annuity Period</u>	38
<u>Fixed Monthly Annuity Payments</u>	38
<u>Annuity Options</u>	39
<u>IX. FEDERAL TAX MATTERS</u>	40
<u>Introduction</u>	40
<u>Our Tax Status</u>	40
<u>Special Considerations for Optional Benefits</u>	40
<u>Nonqualified Contracts</u>	41
<u>Qualified Contracts</u>	44
<u>X. OTHER INFORMATION</u>	49
<u>Assignment; Change of Owner or Beneficiary</u>	49
<u>Beneficiary</u>	49
<u>Spouse</u>	49
<u>Performance Information</u>	49
<u>Reports</u>	50
<u>Voting Privileges</u>	50
<u>Changes to the Separate Account</u>	50
<u>Variations in Charges or Rates for Eligible Classes</u>	50
<u>Distribution of Contracts</u>	51
<u>Transaction Confirmations</u>	51
<u>Statement of Additional Information</u>	52
<u>Financial Statements</u>	52
<u>APPENDIX A: DETAILS ABOUT OUR FIXED INVESTMENT OPTIONS</u>	A-1
<u>APPENDIX B: EXAMPLES OF WITHDRAWAL CHARGE CALCULATIONS</u>	B-1
<u>APPENDIX C: OPTIONAL ENHANCED DEATH BENEFITS</u>	C-1
<u>APPENDIX D: EXAMPLES OF EARNINGS ENHANCEMENT DEATH BENEFIT CALCULATION</u>	D-1
<u>APPENDIX E: QUALIFIED PLAN TYPES</u>	E-1
<u>APPENDIX U: ACCUMULATION UNIT VALUE TABLES</u>	U-1

Table of Contents

I. Glossary

The following terms as used in this Prospectus have the indicated meanings. We also define other terms in specific sections of this Prospectus.

1940 Act: The Investment Company Act of 1940, as amended.

Accumulation Period: The period between the issue date of the Contract and its Maturity Date.

Additional Purchase Payment: Any Purchase Payment made after the initial Purchase Payment.

Annuitant: Any natural person or persons to whom annuity payments are made and whose life is used to determine the duration of annuity payments involving life contingencies. If the Contract Owner names more than one person as an Annuitant, the second person named is referred to as co-Annuitant. The Annuitant and co-Annuitant are referred to collectively as Annuitant. The Annuitant is as designated on the Contract specification page or in the application.

Annuities Service Center: The mailing address of our service office is listed on the first page of this Prospectus. You can send overnight mail to us at the street address of the service office, 27 DryDock Avenue, Suite 3, Boston, Massachusetts 02210-2382.

Annuity Option: The method selected by the Contract Owner (or as specified in the Contract if no selection is made) for annuity payments made by us.

Annuity Period: The period when we make annuity payments to you following the Maturity Date.

Annuity Unit: A unit of measure that is used after the election of an Annuity Option to calculate Variable Annuity payments.

Beneficiary: The person, persons or entity entitled to the death benefit under the Contract upon the death of a Contract Owner. The Beneficiary is as specified in the application, unless changed.

Business Day: Any day on which the New York Stock Exchange is open for business. The end of a Business Day is the close of daytime trading of the New York Stock Exchange, which generally is 4:00 p.m. Eastern Time.

Code: The Internal Revenue Code of 1986, as amended.

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

Contract: The Variable Annuity contract described by this Prospectus.

Contract Anniversary: The day in each calendar year after the Contract Date that is the same month and day as the Contract Date.

Contract Date: The date of issue of the Contract.

Contract Value: The total of the Investment Account values attributable to the Contract.

Contract Year: A period of twelve consecutive months beginning on the date as of which the Contract is issued, or any anniversary of that date.

Fixed Annuity: An Annuity Option with payments for a set dollar amount that we guarantee.

Fixed Investment Option: An Investment Option in which a Company guarantees the principal value and the rate of interest credited to the Investment Account for the term of any guarantee period.

General Account: All of the Company's assets other than assets in its Separate Account or any other separate account that it may maintain.

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Good Order: The standard that we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Annuities Service Center: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and it complies with all relevant laws and regulations and Company requirements; (b) on specific forms, or by other means we then permit (such as via telephone or electronic submission); and/or (c) with any signatures and dates we may require. We will notify you if an instruction is not in Good Order.

Table of Contents

Investment Account: An account we establish for you which represents your interests in an Investment Option during the Accumulation Period.

Investment Options: The investment choices available to Contract Owners. We refer to the Variable Investment Options and the Fixed Investment Option together as Investment Options.

JHVLICO: John Hancock Variable Life Insurance Company.

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

Maturity Date: The date on which we begin to make annuity payments to the Annuitant. The Maturity Date is the date specified on the Contract specifications page, unless changed with our consent.

Nonqualified Contract: A Contract which is not issued under a Qualified Plan.

Owner or Contract Owner (you): The person, persons, co-Owners or entity entitled to all of the ownership rights under the Contract. The Owner has the legal right to make all changes in contractual designations where specifically permitted by the Contract. The Owner is as specified in the application, unless changed. We may refer to the Owner in this prospectus as you.

Portfolio: A series of a registered open-end management investment company which corresponds to a Variable Investment Option.

Prospectus: This prospectus that describes interests in a Contract.

Purchase Payment: An amount you pay to us for the benefits provided by the Contract.

Qualified Contract: A Contract issued under a Qualified Plan.

Qualified Plan: A retirement plan that receives favorable tax treatment under section 401, 403, 408 (IRAs), 408A (Roth IRAs) or 457 of the Code.

Rider: An optional benefit that you may have elected for an additional charge.

Separate Account: John Hancock Life Insurance Company (U.S.A.) Separate Account T. A Separate Account is a segregated asset account of a Company that is not commingled with the general assets and obligations of the Company.

Subaccount: A separate division of the Separate Account.

Surrender Value: The total value of a Contract, after any market value adjustment, minus the annual Contract fee, any applicable premium tax, and any applicable Rider charges, and any withdrawal charges (if applicable). We will determine the amount surrendered or withdrawn as of the date we receive your request in proper form at the Annuities Service Center.

Unpaid Loan: The unpaid amount (including any accrued interest) of loans a Qualified Contract Owner may have taken from us, using certain Contract Value as collateral.

Variable Annuity: An Annuity Option with payments which: (1) are not predetermined or guaranteed as to dollar amount; and (2) vary in relation to the investment experience of one or more specified Subaccounts.

Variable Investment Option: An Investment Option corresponding to a Subaccount of the Separate Account that invests in shares of a specific Portfolio.

Withdrawal Amount: The total amount taken from your Contract Value, including any applicable withdrawal charge, tax, proportional share of administrative fee and market value adjustment, to process a withdrawal.

Table of Contents

II. Overview

This overview tells you some key points you should know about the Contract. Because this is an overview, it does not contain all the information that may be important to you. You should read carefully this entire Prospectus, including its Appendices and the Statement of Additional Information (SAI) for more detailed information.

We disclose all material features and benefits of the Contracts in this Prospectus. Insurance laws and regulations apply to us in every state in which our Contracts are sold. As a result, some terms and conditions of your Contract may vary from the terms and conditions described in this Prospectus, depending upon where you purchase a Contract. These variations will be reflected in your Contract or in a Rider attached to your Contract. We disclose all material variations in this Prospectus.

The Contracts described in this Prospectus are no longer offered for sale; however, you may make Additional Purchase Payments as permitted under your Contract.

Prospectuses for Contracts often undergo certain changes in their terms from year to year to reflect changes in the Contracts. The changes include such things as the liberalization of benefits, the exercise of rights reserved under a Contract, the alteration of administrative procedures and changes in the Investment Options available. Any such change may or may not apply to Contracts issued prior to the effective date of the change. This Prospectus reflects the status of the product as of the date of this Prospectus. This Prospectus contains information about other products. Therefore, this Prospectus may contain information that is inapplicable to your Contract. You should consult your Contract to verify whether any particular provision applies to you and whether you may elect any particular Investment Option.

The Variable Investment Options shown on the first page of this Prospectus are those available under the Contracts described in this Prospectus as of the date of this Prospectus. There may be Variable Investment Options that are not available to you. We may add, modify or delete Variable Investment Options in the future.

When you select one or more of these Variable Investment Options, we invest your money in NAV shares of a corresponding Portfolio of the John Hancock Variable Insurance Trust (the Trust). The Trust is a so-called series type mutual fund registered with the SEC. The investment results of each Variable Investment Option you select will depend on those of the corresponding Portfolio of the Trust. Each of the Portfolios is separately managed and has its own investment objective and strategies. The Trust prospectus contains detailed information about each available Portfolio. Be sure to read that prospectus before selecting any of the Variable Investment Options.

For amounts you don't wish to invest in a Variable Investment Option, you may be able to invest these amounts in a currently offered Fixed Investment Option if permitted by your Contract. We invest the assets allocated to a Fixed Investment Option in our General Account and they earn interest at a fixed rate, declared by us, subject to a minimum rate stated in your Contract. If you remove money from any Fixed Investment Option prior to its expiration, however, we may increase or decrease your Contract Value to compensate for changes in interest rates that may have occurred subsequent to the beginning of that Fixed Investment Option. This is known as a *market value adjustment*.

In addition to the transfer restrictions that we impose, the John Hancock Variable Insurance Trust also has adopted policies under Rule 22c-2 of the 1940 Act to detect and deter abusive short term trading. Accordingly, a Portfolio may require us to impose trading restrictions if it discovers violations of its frequent short-term trading policy. We will provide tax identification numbers and other Contract Owner transaction information to the John Hancock Variable Insurance Trust upon request, which it may use to identify any pattern or frequency of activity that violates its short-term trading policy.

We refer to the Variable Investment Options and any available Fixed Investment Option together as Investment Options.

The annuity described in this Prospectus may have been sold on a group basis. If you purchased the annuity under a group contract, you would have been issued a group certificate. If that is the case, the word Contract as used in this Prospectus should be interpreted as meaning the certificate issued to you under the group contract.

Section 403(b) Plans. If you purchased this Contract for use in a retirement plan intended to qualify under section 403(b) of the Code (a Section 403(b) Plan or a 403(b) Plan), we may restrict your ability to make Additional Purchase Payments unless: (i) we receive the Additional Purchase Payment for the Contract directly from the Section 403(b) Plan through your employer, the 403(b) Plan's administrator, the 403(b) Plan's sponsor or in the form of a transfer acceptable to us; (ii) we have entered into an agreement with your Section 403(b) Plan concerning the sharing of information related to your Contract (an Information Sharing Agreement); and, (iii) unless contained in an Information Sharing Agreement, we have received a written determination by your employer, the 403(b) Plan administrator or the 403(b) Plan sponsor that the plan qualifies under

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section 403(b) of the Code and complies with applicable Treasury regulations (a Certificate of Compliance) (Information Sharing Agreement and Certificate of Compliance, together the Required Documentation).

Table of Contents

We may accept, reject or modify any of the terms of a proposed Information Sharing Agreement presented to us, and make no representation that we will enter into an Information Sharing Agreement with your Section 403(b) Plan.

For more information regarding Section 403(b) Plans, please see Appendix E: Qualified Plan Types, or you may request a copy of the SAI from the Annuities Service Center.

The Contracts were not available in all states. Certain features of the Contracts, including optional benefit Riders, may not have been available or may have been modified for Contracts issued in various states. **You should review your Contract, or contact the Annuities Service Center, for additional information.** You should disregard all references in the Prospectus to benefits that are **not** available in your state.

This Prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, securities in any state to any person to whom it is unlawful to make or solicit an offer in that state.

Table of Contents**III. Fee Tables**

The following tables describe the fees and expenses applicable to buying, owning and surrendering a Contract. The first table describes the fees and expenses that you paid at the time that you bought the Contract as well as the fees and expenses you will pay when you make Additional Purchase Payments under the Contract, surrender the Contract, or transfer Contract Value between Investment Options. State premium taxes may also be deducted.

Contract Owner Transaction Expenses ¹	Patriot		Revolution Access Variable Annuity	Revolution	Revolution
	Declaration Variable Annuity	Variable Annuity		Extra Variable Annuity	Value Variable Annuity
Withdrawal Charge (as % of amount of the Purchase Payment that we consider to have been withdrawn) ²	6% for the 1st year	6% for the 1st year	None	7% for the 1st year	7% for the 1st year
	6% for the 2nd year	6% for the 2nd year		7% for the 2nd year	6% for the 2nd year
	5% for the 3rd year	5% for the 3rd year		7% for the 3rd year	5% for the 3rd year
	5% for the 4th year	5% for the 4th year		7% for the 4th year	4% for the 4th year
	4% for the 5th year	4% for the 5th year		6% for the 5th year	3% for the 5th year
	3% for the 6th year	3% for the 6th year		5% for the 6th year	2% for the 6th year
	2% for the 7th year	2% for the 7th year		4% for the 7th year	1% for the 7th year
	0% thereafter	0% thereafter		0% thereafter	0% thereafter
Maximum transfer charge ³	\$25	N/A	\$25	\$25	\$25

1 State premium taxes may also apply to your Contract, which currently range from 0.04% to 4.00% of each Purchase Payment.

2 This charge is taken upon withdrawal or surrender within the specified period of years measured from the date of Purchase Payment.

3 This charge is not currently imposed, but we reserve the right to do so in the Contract. If we do, it will be taken upon each transfer into or out of any Investment Option beyond an annual limit of not less than 12.

The next table describes the fees and expenses that you will pay periodically during the time you own the Contract. This table does *not* include fees and expenses paid at the Portfolio level.

Maximum Annual Contract Fee ⁴	Patriot		Revolution Access Variable Annuity	Revolution Extra Variable Annuity	Revolution Value Variable Annuity
	Declaration Variable Annuity	Variable Annuity		Variable Annuity	Variable Annuity
Current Annual Contract Fee ⁵	\$50	\$50	\$50	\$50	\$50
Separate Account Annual Expenses (as a percentage of average account value) ⁶	\$30	\$30	\$30	\$30	\$30

(Contracts with initial Purchase Payment less than \$250,000)

Asset-Based Charge ⁷	1.25%	1.25%	1.25%	1.25%	1.25%
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(Contracts with initial Purchase Payment greater than \$250,000)

Asset-Based Charge ⁷	1.00%	1.00%	1.25%	1.25%	1.25%
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Optional Benefit Rider Charges⁸ (as a percentage of your Contract's total value unless otherwise stated)

Accidental Death Benefit Rider	0.10%	0.10%	Not Offered	Not Offered	Not Offered
Accumulated Value	Not Offered	Not Offered	Maximum: 1.00%	Maximum: 1.00%	Maximum: 1.00%
Enhancement (CARESolutions Plus) Rider ⁹ (as a percentage of your initial Purchase Payment)			Current: 0.40%	Current: 0.35%	Current: 0.35%
Earnings Enhancement (Beneficiary Tax Relief) Death Benefit Rider	Not Offered	Not Offered	0.25%	0.25%	0.25%
Enhanced Stepped-Up Death Benefit Rider	0.15%	0.15%	Not Offered	Not Offered	Not Offered
Enhanced Death Benefit Rider ¹⁰	Not Offered	Not Offered	0.25%	0.25%	0.25%
Guaranteed Retirement Income Benefit Rider ¹¹	Not Offered	Not Offered	0.30%	0.30%	0.30%
Nursing Home Waiver ¹¹	0.05%	0.05%	Not Offered	Not Offered	Not Offered
Waiver of Withdrawal Charge (CARESolutions) Rider ¹²	Not Offered	Not Offered	Not Offered	0.10%	0.10%

- 4 This charge is not currently imposed and would apply only to Declaration and Patriot Contracts of less than \$10,000; and Revolution Access, Revolution Extra, and Revolution Value Contracts of less than \$50,000.
- 5 This charge applies only to Declaration and Patriot Contracts of less than \$10,000; and Revolution Access, Revolution Extra, and Revolution Value Variable Annuities Contracts of less than \$50,000. It is taken at the end of each Contract Year but, if you surrender a Contract before then, it will be taken at the time of surrender.
- 6 This charge applies only to that portion of account value held in the Variable Investment Options. The charge does not apply to amounts in the Fixed Investment Options. For Revolution Access, Revolution Extra and Revolution Value Variable Annuities Contracts, the charge does not apply to the guarantee rate account under our dollar-cost averaging value program.
- 7 This charge is assessed on all active Contracts, including Contracts continued by a Beneficiary upon the death of the Contract Owner.
- 8 Charges for optional benefit Riders are assessed monthly. The monthly charge is 1/12 th of the annual charge shown in this table.

Table of Contents

- 9 This Rider is available only if you purchased the Waiver of Withdrawal Charge Rider as well. We do not currently impose the maximum charge shown, but reserve the right to do so on a uniform basis for all Accumulated Value Enhancement Riders issued in the same state.
- 10 In certain states (and for Riders issued prior to May 1, 2002), the rate for Enhanced Death Benefit Rider may be lower than the amount shown.
- 11 This Rider is not available for Contracts issued after April 30, 2004.
- 12 This charge is imposed as a percentage of that portion of your Contract's total value attributable to Purchase Payments that are still subject to withdrawal charges.

The next table describes the minimum and maximum total operating expenses charged by the Portfolios that you may pay periodically during the time that you own the Contract. More detail concerning each Portfolio's fees and expenses is contained in the Portfolio's prospectus.

Total Annual Portfolio Operating Expenses	Minimum	Maximum
Range of expenses that are deducted from Portfolio assets, including management fees, and other expenses	0.25%	1.28%

Examples

The following two examples are intended to help you compare the cost of investing in Contracts with the cost of investing in other variable annuity contracts. These costs include Contract Owner transaction expenses, Contract fees, Separate Account annual expenses and Portfolio fees and expenses.

EXAMPLE 1

The first example assumes that you invest \$10,000 in a Contract with all the optional benefit Riders that may have been available. The first example also assumes that your investment has a 5% return each year and assumes the maximum annual Contract fee and the maximum fees and expenses of any of the Portfolios. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

Maximum Portfolio Level Total Operating Expenses

Declaration Variable Annuity with:

Enhanced Stepped-Up Death Benefit Rider;

Accidental Death Benefit Rider;

and Nursing Home Waiver Rider

	1 Year	3 Years	5 Years	10 Years
If you surrender the Contract at the end of the applicable time period:	\$ 831	\$ 1,338	\$ 1,872	\$ 3,200
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 291	\$ 890	\$ 1,516	\$ 3,200

Patriot Variable Annuity with:

Enhanced Stepped-Up Death Benefit Rider;

Accidental Death Benefit Rider;

and Nursing Home Waiver Rider

	1 Year	3 Years	5 Years	10 Years
If you surrender the Contract at the end of the applicable time period:	\$ 829	\$ 1,334	\$ 1,866	\$ 3,187
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 289	\$ 886	\$ 1,509	\$ 3,187

Revolution Access Variable Annuity with:

Enhanced Death Benefit Rider

Earnings Enhancement Death Benefit Rider

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Accumulated Value Enhancement Rider; and

Guaranteed Retirement Income Benefit Rider

If you surrender the Contract at the end of the applicable time period:	\$ 437	\$ 1,318	\$ 2,208	\$ 4,474
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 437	\$ 1,318	\$ 2,208	\$ 4,474

Revolution Extra Variable Annuity with:

Waiver of Withdrawal Charge Rider;

Enhanced Death Benefit Rider;

Earnings Enhancement Death Benefit Rider;

Accumulated Value Enhancement Rider; and

Guaranteed Retirement Income Benefit Rider

	1 Year	3 Years	5 Years	10 Years
If you surrender the Contract at the end of the applicable time period:	\$ 1,078	\$ 1,979	\$ 2,797	\$ 4,566
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 448	\$ 1,349	\$ 2,258	\$ 4,566

Table of Contents**Maximum Portfolio Level Total Operating Expenses****Revolution Value Variable Annuity with:**

Waiver of Withdrawal Charge Rider;

Enhanced Death Benefit Rider;

Earnings Enhancement Death Benefit Rider;

Accumulated Value Enhancement Rider; and

Guaranteed Retirement Income Benefit Rider.	1 Year	3 Years	5 Years	10 Years
If you surrender the Contract at the end of the applicable time period:	\$ 1,077	\$ 1,795	\$ 2,522	\$ 4,555
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 447	\$ 1,346	\$ 2,252	\$ 4,555

EXAMPLE 2

The next example assumes that you invest \$10,000 in a Contract with no optional benefit Riders for the time periods indicated. This example also assumes that your investment has a 5% return each year and assumes the average annual Contract fee we expect to receive for the Contracts and the minimum fees and expenses of any of the Portfolios.

Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

Minimum Portfolio Level Total Operating Expenses

Declaration Variable Annuity	1 Year	3 Years	5 Years	10 Years
If you surrender the Contract at the end of the applicable time period:	\$ 695	\$ 929	\$ 1,187	\$ 1,820
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 155	\$ 482	\$ 833	\$ 1,820
Patriot Variable Annuity	1 Year	3 Years	5 Years	10 Years
If you surrender the Contract at the end of the applicable time period:	\$ 695	\$ 926	\$ 1,183	\$ 1,811
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 155	\$ 480	\$ 828	\$ 1,811
Revolution Access Variable Annuity	1 Year	3 Years	5 Years	10 Years
If you surrender the Contract at the end of the applicable time period:	\$ 155	\$ 480	\$ 828	\$ 1,811
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 155	\$ 480	\$ 828	\$ 1,811
Revolution Extra Variable Annuity	1 Year	3 Years	5 Years	10 Years
If you surrender the Contract at the end of the applicable time period:	\$ 785	\$ 1,107	\$ 1,362	\$ 1,817
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 155	\$ 482	\$ 831	\$ 1,817
Revolution Value Variable Annuity	1 Year	3 Years	5 Years	10 Years
If you surrender the Contract at the end of the applicable time period:	\$ 784	\$ 925	\$ 1,092	\$ 1,808
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 154	\$ 479	\$ 827	\$ 1,808

The following table describes the operating expenses for each Portfolio, as a percentage of the Portfolio's average net assets for the fiscal year ending December 31, 2011. More detail concerning each Portfolio's fees and expenses is contained in the Portfolio's prospectus and in the notes following the table.

As noted in the footnotes to the table, for certain Portfolios John Hancock Investment Management Services, Inc. (the Adviser) has agreed to waive a portion of its fees or reimburse the Portfolio for expenses when, and to the extent that, the net operating expenses exceed an agreed upon expense limitation. The Adviser may recapture operating expenses reimbursed or fees waived under previous expense limitation or waiver arrangements for a period of three years following the beginning of the month in which such reimbursement or waiver occurred.

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Portfolio Annual Expenses (as a percentage of Portfolio average net assets for the fiscal year ended December 31, 2011, except as stated in the Notes that follow this table, rounded to two decimal places).

All of the Portfolios shown in the table are NAV class shares that are not subject to Rule 12b-1 fees. These NAV class shares commenced operations on April 29, 2005. These NAV class shares of a Portfolio are based upon the expense ratios of the Portfolio's Series I shares for the year ended December 31, 2011 (adjusted to reflect the absence of any Rule 12b-1 fee applicable to the NAV shares).

Portfolio/Series	Management Fee	Distribution and Service (12b-1) Fees	Other Expenses	Acquired Portfolio Fees and Expenses¹	Total Annual Operating Expenses	Contractual Expense Reimbursement	Net Operating Expenses
500 Index Trust B							
Series NAV	0.47%	0.00%	0.02%		0.49%	-0.24% ²	0.25%
Active Bond							
Series NAV	0.60%	0.00%	0.03%	0.01%	0.64%	0.00%	0.64%
Blue Chip Growth							
Series NAV	0.78%	0.00%	0.03%		0.81%	0.00%	0.81%

Table of Contents

Portfolio/Series	Management Fee	Distribution and Service (12b-1) Fees	Other Expenses	Acquired Portfolio Fees and Expenses ¹	Total Annual Operating Expenses	Contractual Expense Reimbursement	Net Operating Expenses
Capital Appreciation							
Series NAV	0.70%	0.00%	0.04%		0.74%	0.00%	0.74%
Equity-Income							
Series NAV	0.78%	0.00%	0.03%		0.81%	0.00%	0.81%
Financial Services							
Series NAV	0.80% ³	0.00%	0.08%		0.88%	0.00%	0.88%
Fundamental All Cap Core							
Series NAV	0.68%	0.00%	0.03%		0.71%	0.00%	0.71%
Global Bond							
Series NAV	0.70%	0.00%	0.07%		0.77%	0.00%	0.77%
Health Sciences							
Series NAV	1.05%	0.00%	0.08%		1.13%	0.00%	1.13%
High Yield							
Series NAV	0.67%	0.00%	0.05%		0.72%	0.00%	0.72%
International Equity Index B							
Series NAV	0.54%	0.00%	0.04%		0.58%	-0.24% ²	0.34%
International Value							
Series NAV	0.80%	0.00%	0.12%		0.92%	0.00%	0.92%
Lifestyle Balanced							
Series NAV	0.04%	0.00%	0.02%	0.69%	0.75%	0.00%	0.75%
Mid Cap Index							
Series NAV	0.47%	0.00%	0.02%		0.49%	0.00%	0.49%
Mid Cap Stock							
Series NAV	0.83%	0.00%	0.05%		0.88%	0.00%	0.88%
Mid Value							
Series NAV	0.95%	0.00%	0.04%	0.02%	1.01%	0.00%	1.01%
Money Market B							
Series NAV	0.50%	0.00%	0.02%		0.52%	-0.24% ²	0.28%
Real Estate Securities							
Series NAV	0.70%	0.00%	0.04%		0.74%	0.00%	0.74%
Short Term Government Income							
Series NAV	0.56%	0.00%	0.04%		0.60%	0.00%	0.60%
Small Cap Growth							
Series NAV	1.06%	0.00%	0.05%		1.11%	0.00%	1.11%
Small Cap Index							
Series NAV	0.47%	0.00%	0.03%	0.05%	0.55%	0.00%	0.55%
Small Cap Value							
Series NAV	1.05%	0.00%	0.04%	0.19%	1.28%	0.00%	1.28%
Total Bond Market B							
Series NAV	0.47%	0.00%	0.06%		0.53%	-0.28% ²	0.25%
Total Return							
Series NAV	0.68%	0.00%	0.05%		0.73%	0.00%	0.73%
Total Stock Market Index							
Series NAV	0.49%	0.00%	0.03%		0.52%	0.00%	0.52%

¹ Acquired Portfolio Fees and Expenses are based on the indirect net expenses associated with the Portfolio's investment in underlying portfolios and are included in Total Annual Operating Expenses. The Total Annual Operating Expenses shown may not correlate to the Portfolio's ratio of expenses to average net assets shown in the Financial Highlights section of the Portfolio prospectus, which does not include Acquired Portfolio Fees and Expenses.

² JHVIT sells shares of the Portfolio only to certain variable life insurance and variable annuity separate accounts of John Hancock Life Insurance Company (U.S.A.) and its affiliates. As reflected in the table, the Portfolio is subject to an expense cap pursuant to an agreement between JHVIT and the Adviser as follows: the Adviser has agreed to waive its advisory fee (or, if necessary, reimburse expenses of the Portfolio) in an amount so that the Portfolio's annual operating expenses do not exceed its Net Operating Expenses as shown in the table above. A Portfolio's Total Annual Operating Expenses includes all of its operating expenses including advisory and Rule 12b-1 fees, but excludes taxes, brokerage commissions, interest, short dividends, acquired portfolio fees, litigation and indemnification expenses and extraordinary expenses of the Portfolio not incurred in the ordinary course of the Portfolio's business. Under the

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agreement, the Adviser's obligation to provide the expense cap will remain in effect until April 30, 2013 and will terminate after that date only if JHVIT, without the prior written consent of the Adviser, sells shares of the Portfolio to (or has shares of the Portfolio held by) any person other than the separate accounts and other persons specified in the agreement.

³ The Management Fee has been restated to reflect contractual changes to the Advisory Agreement.

A Table of Accumulation Unit Values relating to the Contract is included in Appendix U to this Prospectus.

Table of Contents**IV. Basic Information****What is the Contract?**

Each of the five (5) Contracts listed on the first page of this Prospectus is a *deferred purchase payment variable annuity contract*. An annuity contract provides a person (known as the Annuitant or payee) with a series of periodic payments. Because this Contract is also a deferred payment contract, the annuity payments will begin on a future date, called the Contract's Maturity Date. Under a variable annuity contract, the amount you have invested can increase or decrease in value daily based upon the value of the Variable Investment Options chosen. If your annuity was provided under a master group contract, the term Contract as used in this Prospectus refers to the certificate you were issued and not to the master group contract.

Who owns the Contract?

Unless the Contract provides otherwise, the Owner of the Contract is the person who can exercise the rights under the Contract, such as the right to choose the Investment Options or the right to surrender the Contract. In many cases, the person who bought the Contract is the Owner. However, you are free to name another person or entity (such as a trust) as Owner. In writing this Prospectus, we've assumed that you, the reader, are the person or persons entitled to exercise the rights and obligations under discussion. If a Contract has joint Owners, both must join in any written notice or request.

Is the Owner also the Annuitant?

In many cases, the same person is both the Annuitant and the Owner of a Contract. The Annuitant is the person whose lifetime is used to measure the period of time when we make various forms of annuity payments. Also, the Annuitant receives payments from us under any Annuity Option that commences during the Annuitant's lifetime. We may have permitted you to name another person as Annuitant or joint Annuitant if that person met our underwriting standards. We may also have permitted you to name as joint Annuitants two persons other than yourself if those persons met our underwriting standards.

How can I invest money in a Contract?*Purchase Payments*

We call the investments you make in your Contract Payments or Purchase Payments. The Contracts described in this Prospectus are no longer available for sale; however, the minimum initial Purchase Payment requirements for the Contracts are outlined in the table below, along with the minimum Purchase Payment for each Additional Purchase Payment into the Contracts. If you purchased your Contract through the automatic investment plan, different minimums may apply. If your Contract Value ever falls to zero, we may terminate it. Therefore, you may need to pay more Additional Purchase Payments to keep the Contract in force.

Contract	Minimum Initial Purchase Payment	Minimum Additional Purchase Payment	Minimum Direct Deposit Additional Purchase Payment
Declaration	\$ 1,000	\$ 500	\$ 100
Patriot	\$ 1,000	\$ 500	\$ 100
Revolution Access	\$ 25,000	\$ 200	\$ 100
Revolution Extra	\$ 10,000	\$ 200	\$ 100
Revolution Value	\$ 5,000	\$ 200	\$ 100

Currently, we do not enforce these minimum Additional Purchase Payment amounts, but may do so in the future.

Initial Purchase Payment

When we received your initial Purchase Payment and all necessary information, we issued your Contract and invested your initial Purchase Payment. If the information was not in Good Order, we contacted you to get the necessary information. If for some reason, we were unable to complete this process within 5 Business Days, we either sent back your money or received your permission to keep it until we received all of the

necessary information.

In certain situations, we may have issued a Contract upon receiving the order of your broker-dealer or financial institution but delayed the *effectiveness* of the Contract until we received your signed application. In those situations, if we did not receive your signed application within our required time period, we deemed the Contract void from the beginning and returned your Purchase Payment. We may not have issued a Contract if any proposed Owner or Annuitant was older than age 84. We may also have limited your ability to purchase multiple Contracts on the same Annuitants or Owners. We may, however, have waived either of these underwriting limits.

Table of Contents

Issue Date and Contract Year

We measure the years and anniversaries of your Contract from its *date of issue*. We use the term Contract Year to refer to each period of time between anniversaries of your Contract's date of issue. We did not issue a Contract if the proposed Annuitant was older than age 84. We may, however, have waived this underwriting limit.

Limits on Additional Purchase Payments

You can make Additional Purchase Payments of up to \$1,000,000 in any one Contract Year. The total of all new Purchase Payments and transfers that you may allocate to any one Variable Investment Option or Fixed Investment Option, in any one Contract Year may not exceed \$1 million. While the Annuitant is alive and the Contract is in force, you can make Purchase Payments at any time before the Maturity Date until the age limit shown below:

If your Contract is used to fund	You may not make any Purchase Payments after the Annuitant reaches age
A Qualified Plan	70 1/2 ¹
A Nonqualified plan	85 ²

- ¹ except for a Roth IRA, which has an age limit of 85
- ² 84 1/2 for Declaration Variable Annuity

We may waive any of these limits on Purchase Payments.

Ways to Make Additional Purchase Payments. Additional Purchase Payments made by check must be:

drawn on a U.S. bank;

drawn in U.S. dollars; and

made payable to John Hancock and sent to the Annuities Service Center.

We credit any Additional Purchase Payments to your Contract received by mail or wire transfer at the close of the Business Day in which we receive them in Good Order at the Annuities Service Center. If we receive an Additional Purchase Payment after the close of a Business Day, we will credit it to your Contract on the next Business Day. We will promptly return any Purchase Payment not in Good Order.

We will not accept credit card checks or money orders. Nor will we accept starter or third party checks that fail to meet our administrative requirements. Additional Purchase Payments should be sent to the Annuities Service Center at the address shown on the first page of this Prospectus. You can find information about other methods of making Purchase Payments by contacting us.

Additional Purchase Payments by Wire. You may transmit Additional Purchase Payments by wire through your bank to our bank, as long as you provide appropriate instructions with the transmittal to identify your Contract, and the selected Investment Options (unless you have provided us with standing allocation instructions). Information about our bank, our account number, and the ABA routing number may be obtained from the Annuities Service Center. Banks may charge a fee for wire services.

If your wire order is complete, we will invest the Additional Purchase Payment in your selected Investment Options as of the day we received the wire order. If the wire order is incomplete for an identified Contract, we will immediately return it.

How will the value of my investment in the Contract change over time?

Variable Investment Options

You may invest in any of the Variable Investment Options. Each Variable Investment Option is a Subaccount of a Separate Account that invests in a corresponding Portfolio. The Portfolio prospectus contains a full description of a Portfolio. The amount you've invested in any Variable Investment Option will increase or decrease based upon the investment performance of the corresponding Portfolio (reduced by certain charges we deduct - see III. Fee Tables). Your Contract Value during the Accumulation Period and the amounts of annuity payments will depend upon the investment performance of the underlying Portfolio of the Variable Investment Option you select and/or upon the interest we credit on each Fixed Investment Option you select.

You bear the investment risk that your Contract Value will increase or decrease to reflect the investment results of the Contract's investment Portfolios. Although a Portfolio may invest in other underlying portfolios, you will not have the ability to make those investment decisions. You (and your financial advisor) should carefully consider the features of other variable annuity contracts offered by us or by other life insurance companies before submitting an Additional Purchase Payment if you would prefer a broader range of investment options.

Table of Contents

Fixed Investment Options

The amount you've invested in a Fixed Investment Option will earn interest at the rate we have set for that Fixed Investment Option. The interest rate depends upon the length of the guarantee period of the Fixed Investment Option you select. In states where approved, we currently make available various Fixed Investment Options with durations of up to five years, and we may make one or more additional Fixed Investment Options available for Contracts issued before September 30, 2002. As long as you keep your money in a Fixed Investment Option until its expiration date, we bear all the investment risk on that money.

However, if you prematurely transfer, surrender or otherwise withdraw money from a Fixed Investment Option we will increase or reduce the remaining value in your Contract by an amount that approximates the impact that any changes in interest rates would have had on the market value of a debt instrument with terms comparable to that Fixed Investment Option. This market value adjustment (or MVA) imposes investment risks on you. We describe how the market value adjustments work in Calculation of Market Value Adjustment (MVA).

Extra Credit Feature

(Available only on the Revolution Extra Variable Annuity Contracts)

Each time you make a Purchase Payment, we will credit an extra amount to your Contract Value in addition to the amount of the Purchase Payment. If your Purchase Payment is greater than \$10,000 and less than \$2.5 million, the extra amount will be equal to 3.5% of the Purchase Payment. If your Purchase Payment is \$2.5 million or more, the extra amount will be equal to 5.0% of the Purchase Payment. These extra amounts are referred to as *extra credits*. Each extra credit will be credited to your Contract at the same time the Purchase Payment is credited and will be allocated among the Variable Investment Options and the Fixed Investment Options in the same way that the Purchase Payment is allocated (see Allocation of Purchase Payments). However, each extra credit will be treated as earnings under your Contract, not as a Purchase Payment for determining withdrawal charges. Amounts attributable to extra credits will be considered earnings under a Contract for federal tax purposes and earnings with respect to our determination of certain benefits under your Contract and any optional benefit Riders that you may have purchased.

We expect to make a profit from the Contracts and anticipate that a portion of the withdrawal charge, and any profits derived from other Contract fees and charges will be used to help recover our cost of providing the extra credit feature. (For a description of these fees and charges, see the response to the question What fees and charges will be deducted from my Contract?) Under certain circumstances (such as a withdrawal of money that is in excess of the free Withdrawal Amounts, while a withdrawal charge is in effect) the cost associated with the extra credit feature may exceed the extra credit amount and any related earnings. You should consider this possibility before remitting any Additional Purchase Payments for a Revolution Extra Contract.

What Annuity Benefits does the Contract provide?

If your Contract is still in effect on its Maturity Date, it enters what is called the Annuity Period. During the Annuity Period, we make a series of fixed or variable payments to you as provided under one of our several Annuity Options. The form in which we will make the annuity payments, and the proportion of such payments that will be on a fixed basis and on a variable basis, depend on the elections that you have in effect on the Maturity Date. Therefore, you should exercise care in selecting your Maturity Date and your choices that are in effect on that date.

You should carefully review the discussion under VIII. The Annuity Period for information about all of these choices you can make.

To what extent can John Hancock USA vary the terms and conditions of the Contracts?

State Law Insurance Requirements

Insurance laws and regulations apply to us in every state in which our Contracts are sold. As a result, a Contract purchased in one state may have terms and conditions that vary from the terms and conditions of a Contract purchased in a different jurisdiction. We disclose all material features and benefits of the Contracts in this Prospectus.

Variations in Charges or Rates

We may vary the charges, durations of Fixed Investment Options, rates and other terms of our Contracts where special circumstances result in sales or administrative expenses, or mortality risks or other risks that are different from those normally associated with the Contracts. These

include the types of variations discussed under the Variations in Charges or Rates for Eligible Classes section of this Prospectus.

Table of Contents

What are the tax consequences of owning a Contract?

In most cases, no income tax will have to be paid on amounts you earn under a Contract until these earnings are paid out. All or part of the following distributions from a Contract may constitute a taxable payout of earnings:

withdrawals (including surrenders and systematic withdrawals);

payment of any death benefit proceeds;

periodic payments under one of our annuity payment options;

certain ownership changes; and

any loan, assignment or pledge of the Contract as collateral.

How much you will be taxed on a distribution is based upon complex tax rules and depends on matters such as:

the type of the distribution;

when the distribution is made;

the nature of any Qualified Plan for which the Contract is being used; and

the circumstances under which the payments are made.

If your Contract was issued in connection with a Qualified Plan, all or part of your Purchase Payments may be tax-deductible or excludible from income.

A 10% penalty tax applies in many cases to the taxable portion of any distributions taken from a Contract before you reach age 59^{1/2}. Also, most Qualified Plans require that minimum distributions from a Contract commence and/or be completed within a certain period of time. This effectively limits the period of time during which you can continue to derive tax deferral benefits from any tax-deductible or tax-deferred Purchase Payments you paid or on any earnings under the Contract.

A Contract purchased as an investment vehicle for a Qualified Plan, including an IRA, does not provide any additional tax-deferral benefits beyond the treatment provided by the Qualified Plan. The favorable tax-deferral benefits available for Qualified Plans that invest in annuity contracts are also generally available if the Qualified Plans purchase other types of investments, such as mutual funds, equities and debt instruments. However, the Contract offers features and benefits that other investments may not offer, including the Investment Options and protection through living guarantees, death benefits and other benefits.

We provide additional information on taxes in the Federal Tax Matters section of this Prospectus. We make no attempt to provide more than general information about use of the Contract with the various types of retirement plans.

How can I change my Contract's Investment Options?

Allocation of Purchase Payments

When you applied for your Contract, you specified the Variable Investment Options or Fixed Investment Options (together, your Investment Options) into which your Purchase Payments would be allocated. You may change this investment allocation for future Purchase Payments at any time. Any change in allocation will be effective as of the receipt of your request at the Annuities Service Center.

We do not impose a limit on the number of Investment Options to which you may allocate Purchase Payments at any one time during the Accumulation Period. For limits imposed during the Annuity Period, please see *Choosing Fixed or Variable Annuity Payments* in VIII. The Annuity Period.

Transfers Among Investment Options

During the Accumulation Period, you may transfer amounts among the Investment Options, subject to the restrictions set forth below. To make a transfer, you must tell us how much to transfer, either as a whole number percentage or as a specific dollar amount. A confirmation of each transfer will be sent to you.

You may make a transfer by providing written notice to us, by telephone or by other electronic means that we may provide through the Internet (see *Telephone and Electronic Transactions*, below). We will cancel accumulation units from the Investment Account from which you transfer amounts and we will credit to the Investment Account to which you transfer amounts. Your Contract Value on the date of the transfer will not be affected by a transfer. Although your Contract may impose restrictions on the maximum dollar amount that may be transferred among Variable Investment Options, we currently do not enforce these restrictions.

Currently, we do not impose a charge for transfer requests. The first twelve transfers in a Contract Year are free of any transfer charge. For each additional transfer in a Contract Year, except for the Patriot variable annuity which has no transfer charge, we do not currently assess a charge but reserve the right (to the extent permitted by your Contract) to impose a charge of up to \$25 for any transfer beyond the annual limit (transfers out of a Fixed Investment Option may, however, incur a market value adjustment either positive or negative).

Table of Contents

We have adopted a policy and procedures to restrict frequent transfers of Contract Value among Variable Investment Options.

Variable investment options in variable annuity and variable life insurance products can be a target for abusive transfer activity. To discourage disruptive frequent trading activity, we have adopted a policy for the Separate Account to restrict transfers you make to two per calendar month per Contract, with certain exceptions, and have established procedures to count the number of transfers made under a Contract.

Under the current procedures of the Separate Accounts, we count all transfers made during each Business Day as a **single** transfer. We do **not** count: (a) scheduled transfers made pursuant to any of our dollar cost averaging programs (only the Revolution Value Variable Annuity has more than one dollar cost averaging program) or our Strategic Rebalancing Program, (b) transfers from a Fixed Investment Option at the end of its fixed investment period, (c) transfers made within a prescribed period before and after a substitution of underlying Portfolios and (d) transfers made during the Annuity Period (these transfers are subject to a 30-day notice requirement, however, as described below). Under the Separate Account's policy and procedures, a Contract Owner may transfer Contract Value to the Money Market Investment Option even if the Contract Owner reaches the two-transfer-per-month limit, as long as 100% of the Contract Value in *all* Variable Investment Options is transferred to the Money Market Investment Option. If such a transfer to the Money Market Investment Option is made, for a 30-day period after such transfer a Contract Owner may not make any subsequent transfers from the Money Market Investment Option to another Variable Investment Option. We apply the Separate Account's policy and procedures uniformly to all Contract Owners.

We reserve the right to take other actions to restrict trading, including, but not limited to:

restricting the number of transfers made during a defined period;

restricting the dollar amount of transfers;

restricting the method used to submit transfers (e.g., requiring transfer requests to be submitted in writing via U.S. mail); and

restricting transfers into and out of certain Subaccount(s).

In addition, we reserve the right to defer a transfer at any time we are unable to purchase or redeem shares of the Portfolios. We also reserve the right to modify or terminate the transfer privilege at any time (to the extent permitted by applicable law), and to prohibit a transfer less than 30 days prior to the Contract's Maturity Date, and to reimpose the annual limit of 12 transfers as stated in your Contract.

In addition to the transfer restrictions that we impose, the John Hancock Variable Insurance Trust also has adopted policies under Rule 22c-2 of the 1940 Act to detect and deter abusive short-term trading. Accordingly, a Portfolio may require us to impose trading restrictions if it discovers violations of its frequent short-term trading policy. We will provide tax identification numbers and other Contract Owner transaction information to John Hancock Variable Insurance Trust upon request, which it may use to identify any pattern or frequency of activity that violates its short-term trading policy.

During the Annuity Period, you may not make any transfer that would result in more than four Investment Options being used at once. You must submit your transfer request to our Annuities Service Center at least **30 days before** the due date of the first annuity payment to which your transfer will apply.

While we seek to identify and prevent disruptive frequent trading activity, it is not always possible to do so. Therefore, we cannot provide assurance that the restrictions we impose will be successful in restricting disruptive frequent trading activity and avoiding harm to long-term investors.

Procedure for Transfers among Investment Options

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You may request a transfer in writing or, if you have authorized telephone transfers, by telephone. All transfer requests should be directed to the Annuities Service Center. Your request should include:

your name;

daytime telephone number;

Contract number;

the names of the Investment Options to and from which assets are being transferred;

the amount of each transfer; and

your signature and date of the request.

Your request becomes effective at the close of the Business Day in which we receive it, in proper form at the Annuities Service Center. Each Business Day ends at the close of daytime trading for the day on the New York Stock Exchange (usually 4:00 p.m. Eastern Time). If we receive a transfer request, in proper form, after the close of a Business Day, it will become effective at the end of the next Business Day.

Table of Contents

Telephone and Electronic Transactions

If you complete a special authorization form, we will permit you to request transfers and withdrawals by telephone. We additionally encourage you to access information about your Contract, request transfers and perform some transactions (other than withdrawals) electronically through the Internet. Please contact the John Hancock Annuities Service Center at the applicable telephone number or Internet address shown on the first page of this Prospectus for more information on electronic transactions.

To access information and perform electronic transactions through our website, we require you to create an account with a username and password, and to maintain a valid e-mail address. You may also authorize other people to make certain transaction requests by telephone or by sending us instructions in a form acceptable to us. If you register for electronic delivery, we keep your personal information confidential and secure, and we do not share this information with outside marketing agencies.

We will not be liable for following instructions communicated by telephone or electronically that we reasonably believe to be genuine. We employ reasonable procedures to confirm that instructions we receive are genuine. Our procedures require you to provide information to verify your identity when you call us and we will record all conversations with you. When someone contacts us by telephone and follows our procedures, we will assume that you are authorizing us to act upon those instructions. For electronic transactions through the Internet, you will need to provide your username and password. You are responsible for keeping your password confidential and must notify us of:

any loss or theft of your password; or

any unauthorized use of your password.

We may be liable for any losses due to unauthorized or fraudulent instructions only where we fail to employ our procedures properly.

All transaction instructions we receive by telephone or electronically will be followed by either a hardcopy or electronic delivery of a transaction confirmation. Transaction instructions we receive by telephone or electronically before the close of any Business Day will usually be effective at the end of that day. Your ability to access or transact business electronically may be limited due to circumstances beyond our control, such as system outages, or during periods when our telephone lines or our website may be busy. We may, for example, experience unusual volume during periods of substantial market change.

We may suspend, modify or terminate our telephone or electronic transaction procedures at any time. We may, for example, impose limits on the maximum Withdrawal Amount available to you through a telephone transaction. Also, as stated earlier in this Prospectus, we have imposed restrictions on transfers and reserve the right to take other actions to restrict trading, including the right to restrict the method used to submit transfers (e.g., by requiring transfer requests to be submitted in writing via U.S. mail). We also reserve the right to suspend or terminate the transfer privilege altogether with respect to anyone who we feel is abusing the privilege to the detriment of others.

Dollar-Cost Averaging Programs

Under our ***standard dollar-cost averaging program***, you may elect, at no cost, to automatically transfer assets from any Variable Investment Option to one or more other Variable Investment Options on a monthly, quarterly, semiannual, or annual basis. The following conditions apply to the standard dollar cost averaging program:

you may change your Variable Investment Option allocation instructions at any time in writing or, if you have authorized telephone transfers, by telephone;

you may discontinue the program at any time;

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the program automatically terminates when the Variable Investment Option from which we are taking the transfers has been exhausted; and

automatic transfers to or from Fixed Investment Options are not permitted under this program.

We reserve the right to suspend or terminate the program at any time.

(Available only on the Revolution Value Variable Annuity.) Under our **dollar-cost averaging value program**, you may elect to deposit any new Purchase Payment of \$5,000 or more in a guarantee rate account that we call the DCA rate account. For Contracts issued after April 30, 2004, your deposits under this program will be depleted over a 6 month period. For Contracts issued prior to May 1, 2004, the assets in this account attributable to a new Purchase Payment will be transferred automatically to one or more Variable Investment Options over a period that is equal in length (i.e., either 6 months or 12 months) to the period you initially selected. A new period will begin on the date each new Purchase Payment is deposited in the DCA rate account program with respect to that Purchase Payment. At the time of each deposit into this program, you must tell us in writing:

that your deposit should be allocated to this program; and

the Variable Investment Options to which assets will be transferred; and

the percentage amount to be transferred to each such Variable Investment Option.

Table of Contents

Transfers to Fixed Investment Options are not permitted under this program, and transfers of your account value from a Variable Investment Option are not currently permitted to initiate the program. (You may, however, change your variable investment allocation instructions at any time in writing or, if you have authorized telephone transfers, by telephone.)

Your participation in the dollar-cost averaging value program will end if you request a withdrawal from the DCA rate account, or if you request a transfer from the DCA rate account that is in addition to the automatic transfers.

You may not use the standard dollar-cost averaging program and the dollar-cost averaging value program at the same time.

The dollar-cost averaging programs allow investments to be made in equal installments over time in an effort to reduce the risk posed by market fluctuations. Therefore, you may achieve a lower purchase price over the long-term by purchasing more accumulation units of a particular Subaccount when the unit value is low, and less when the unit value is high. However, the dollar-cost averaging programs do not guarantee profits or prevent losses in a declining market and require regular investment regardless of fluctuating price levels. In addition, the dollar-cost averaging programs do not protect you from market fluctuations in the Variable Investment Option from which we are taking the transfers. If you are interested in either dollar-cost averaging program, you may obtain an authorization form and full information concerning the program and its restrictions from your financial advisor or our Annuities Service Center. You may elect out of the dollar-cost averaging programs at any time.

You should consult with your financial advisor to assist you in determining whether the dollar-cost averaging programs and the Variable Investment Option from which we are taking the transfers are suited for your financial needs and investment risk tolerance.

Strategic Rebalancing Program

This program automatically resets the percentage of your account value allocated to the Variable Investment Options. Over time, the variations in the investment results for each Variable Investment Option you've selected for this program will shift the percentage allocations among them. The strategic rebalancing program will periodically transfer your account value among these Variable Investment Options to reestablish the preset percentages you have chosen. (You may, however, change your Variable Investment Option allocation instructions at any time in writing or, if you have authorized telephone transfers, by telephone). Strategic rebalancing would usually result in transferring amounts from a Variable Investment Option with relatively higher investment performance since the last rebalancing to one with relatively lower investment performance. However, rebalancing can also result in transferring amounts from a Variable Investment Option with relatively lower current investment performance to one with relatively higher current investment performance.

This program can be elected by sending the appropriate form to the Annuities Service Center. You must specify the frequency for rebalancing (monthly, quarterly, semi-annually or annually), the preset percentage for each Variable Investment Option, and a future beginning date. Once elected, strategic rebalancing will continue until we receive notice of cancellation of the option or notice of the death of the insured person.

We permit strategic rebalancing only on the following time schedules:

quarterly on the 25th day of the last month of the calendar quarter (or the next Business Day if the 25th is not a Business Day);

semi-annually on June 25th and December 26th (or the next Business Day if these dates are not Business Days); or

annually on December 26th (or the next Business Day if December 26th is not a Business Day).

The Fixed Investment Options do not participate in and are not affected by strategic rebalancing. There is no charge for the strategic rebalancing program. Also, fund transfers under this program do not trigger transfer fees (where applicable) nor do they count towards any applicable transfer limits. We reserve the right to modify, terminate or suspend the strategic rebalancing program at any time.

What fees and charges will be deducted from my Contract?

We assess charges and deductions under the Contract against Purchase Payments, Contract Values or withdrawals. Currently, there are no deductions made from Purchase Payments. In addition, there are deductions from and expenses paid out of the assets of the Portfolios that are described in the Portfolios prospectuses.

Table of Contents*Asset-Based Charges*

We deduct asset-based charges daily, as a percentage of average account value, to compensate us primarily for our administrative expenses and for the mortality and expense risks that we assume under the Contracts, as follows:

Separate Account Annual Expenses (as a percentage of average account value)

	Declaration	Patriot	Revolution Access	Revolution Extra	Revolution Value
	Variable	Variable	Variable	Variable	Variable
	Annuity	Annuity	Annuity	Annuity	Annuity
<i>(Contracts with initial Purchase Payment less than \$250,000)</i>					
Asset-Based Charge	1.25%	1.25%	1.25%	1.25%	1.25%
<i>(Contracts with initial Purchase Payment greater than \$250,000)</i>					
Asset-Based Charge	1.00%	1.00%	1.25%	1.25%	1.25%

This charge does not apply to assets you have in our Fixed Investment Options. We take the deduction proportionally from each Variable Investment Option you are then using.

In return for the mortality risk charge, we assume the risk that Annuitants as a class will live longer than expected, requiring us to pay a greater number of annuity payments. In return for the expense risk charge, we assume the risk that our expenses relating to the Contracts may be higher than we expected when we set the level of the Contracts' other fees and charges, or that our revenues from such other sources will be less than expected. The rate of the mortality and expense risks charge cannot be increased. The charge is assessed on all active Contracts, including Contracts continued by a Beneficiary upon the death of the Contract Owner or continued under any Annuity Option payable on a variable basis. If the charge is insufficient to cover the actual cost of the mortality and expense risks assumed, we will bear the loss. Conversely, if the charge proves more than sufficient, the excess will be profit to us and will be available for any proper corporate purpose including, among other things, payment of distribution expenses. In cases where no death proceeds are payable (e.g., for Contracts continued by a Beneficiary upon the death of the Owner), or under the Period Certain Only Annuity Option, if you elect benefits payable on a variable basis, we continue to assess the Contractual mortality and expense risks charge, although we bear only the expense risk and not any mortality risk.

Annual Contract Fee

We currently deduct a \$30 annual Contract fee at the end of each Contract Year for a **Declaration or Patriot Contract with a total value of less than \$10,000** and also for a **Revolution Access, Revolution Extra or Revolution Value Contract with a total value of less than \$50,000**. We also deduct the annual fee before then if you surrender your Contract, unless your Contract's total value, at the time of surrender, is above either **\$10,000 for Declaration and Patriot Contracts**, or **\$50,000 for Revolution Access, Revolution Extra, and Revolution Value Contracts**.

We take the deduction proportionally from each Variable Investment Option and each Fixed Investment Option you are then using. We reserve the right to increase the annual Contract fee up to \$50.

Premium Taxes

We make deductions for any applicable premium or similar taxes. Currently, certain local jurisdictions assess a tax of up to 4% of each Purchase Payment.

In most cases, and subject to applicable state law, we deduct a charge in the amount of the tax from the total value of the Contract only at the time of annuitization, death, surrender, or withdrawal. We reserve the right, however, to deduct the charge from each Purchase Payment at the time it is made. We compute the amount of the charge by multiplying the applicable premium tax percentage by the amount you are withdrawing, surrendering, annuitizing or applying to a death benefit.

Table of Contents

State or Territory	Premium Tax Rate ¹	
	Qualified	Nonqualified
CA	0.50%	2.35%
GUAM	4.00%	4.00%
ME ²	0.00%	2.00%
NV	0.00%	3.50%
PR	1.00%	1.00%
SD ²	0.00%	1.25% ³
TX ⁴	0.04%	0.04%
WV	1.00%	1.00%
WY	0.00%	1.00%

- ¹ Based on the state of residence at the time the tax is assessed.
- ² We pay premium tax upon receipt of Purchase Payment.
- ³ 0.80% on Purchase Payments in excess of \$500,000.
- ⁴ Referred to as a maintenance fee.

Withdrawal Charge

(Not applicable to the Revolution Access Variable Annuity)

If you withdraw some of your Purchase Payments from your Contract prior to the Maturity Date or if you surrender (turn in) your Contract, in its entirety, for cash prior to the Maturity Date, we may assess a withdrawal charge. Some people refer to this charge as a contingent deferred withdrawal load. The amount of this charge will depend on the type of Contract you purchased and the number of years that have passed since we received your Purchase Payments, as shown below:

	Declaration Variable Annuity	Patriot Variable Annuity	Revolution Access Variable Annuity	Revolution Extra Variable Annuity	Revolution Value Variable Annuity
Withdrawal Charge (as % of amount withdrawn or surrendered) ¹	6% for the 1st year	6% for the 1st year		7% for the 1st year	7% for the 1st year
	6% for the 2nd year	6% for the 2nd year	None	7% for the 2nd year	6% for the 2nd year
	5% for the 3rd year	5% for the 3rd year		7% for the 3rd year	5% for the 3rd year
	5% for the 4th year	5% for the 4th year		7% for the 4th year	4% for the 4th year
	4% for the 5th year	4% for the 5th year		6% for the 5th year	3% for the 5th year
	3% for the 6th year	3% for the 6th year		5% for the 6th year	2% for the 6th year
	2% for the 7th year	2% for the 7th year		4% for the 7th year	1% for the 7th year
	0% thereafter	0% thereafter		0% thereafter	0% thereafter

¹ **This charge is taken upon withdrawal or surrender within the specified period of years measured from the date of Purchase Payment.**

Withdrawal charges help to compensate us for the cost of selling the Contracts, including expenses relating to the extra credit feature under Revolution Extra Variable Annuity Contracts. The amount of the charges in any Contract Year does not specifically correspond to sales expenses for that year. We expect to recover our total sales expenses over the life of the Contracts. To the extent that the withdrawal charges do

not cover total sales expenses, the sales expenses may be recovered from other sources, including gains from the asset-based risk charge and other gains with respect to the Contracts or from our general assets. Similarly, administrative expenses not fully recovered by the administration fee may also be recovered from such other sources.

Free Withdrawal Amounts (*applicable to Revolution Extra and Revolution Value Contracts*). If you purchased a Revolution Extra or Revolution Value Contract and have any earnings in your Contract, you can always withdraw that profit without any withdrawal charge. By earnings, we mean the amount by which your Contract Value exceeds the Purchase Payments you have paid and have not (as discussed below) already withdrawn. For Revolution Extra Contracts, earnings also includes any amounts attributable to an extra credit. If your Contract doesn't have any earnings (or you have withdrawn it all) you can still make charge free withdrawals, unless and until all of your withdrawals during the same Contract Year exceed 10% of all of the Purchase Payments you have paid to date.

Free Withdrawal Amounts (*applicable to Patriot and Declaration Contracts*). If you purchased a Patriot or Declaration Contract, you can make withdrawals without any withdrawal charge, unless and until all of your withdrawals during the same Contract Year exceed 10% of all of the Purchase Payments you have paid to date.

How we determine and deduct the charge: If the amount you withdraw or surrender totals more than the free Withdrawal Amount during the Contract Year, we will assess a withdrawal charge shown in the Fee Tables on any amount of the excess that we attribute to Purchase Payments you made within a withdrawal charge period. Solely for purposes of determining the amount of the withdrawal charge, we assume that the amount of each withdrawal that exceeds the free Withdrawal Amount (together with any associated withdrawal charge) is a withdrawal first from the earliest Purchase Payment, and then from the next earliest Purchase Payment, and so

Table of Contents

forth until all payments have been exhausted. Once a Purchase Payment has been considered to have been withdrawn under these procedures, that Purchase Payment will not enter into any future withdrawal charge calculations.

We deduct the withdrawal charge proportionally from each Variable Investment Option and each Fixed Investment Option being reduced by the surrender or withdrawal. For example, if 60% of the Withdrawal Amount comes from Investment Option A and 40% from Investment Option B, then we will deduct 60% of the withdrawal charge from Investment Option A and 40% from Investment Option B. If any such option has insufficient remaining value to cover the charge, we will deduct any shortfall from all of your other Investment Options, pro rata based on the value in each. If your Contract as a whole has insufficient Surrender Value to pay the entire charge, we will pay you no more than the Surrender Value.

You will find examples of how we compute the withdrawal charge in Appendix B to this Prospectus.

When withdrawal charges don't apply: We don't assess a withdrawal charge in the following situations:

on amounts applied to an Annuity Option at the Contract's Maturity Date or to pay a death benefit;

on certain withdrawals if you have elected the Rider that waives the withdrawal charge (nursing home Rider for Declaration and Patriot Variable Annuities); or

on amounts withdrawn to satisfy the minimum distribution requirements for Qualified Plans, with respect to this Contract. (Amounts above the minimum distribution requirements are subject to any applicable withdrawal charge, however.)

How an MVA affects the withdrawal charge. If you make a withdrawal from a Fixed Investment Option at a time when the related MVA results in an upward adjustment in your remaining value, we will calculate the withdrawal charge as if you had withdrawn that much more. Similarly, if the MVA results in a downward adjustment, we will compute any withdrawal charge as if you had withdrawn that much less.

Other Charges

If you purchased an optional benefit Rider, we will deduct the applicable charges for that benefit proportionally from each of your Investment Options, including the Fixed Investment Options, based on your value in each. We list these charges below:

Optional Benefit Rider Charges¹ (as a percentage of your Contract's total value unless otherwise stated)

	Declaration Variable Annuity	Patriot Variable Annuity	Revolution Access Variable Annuity	Revolution Extra Variable Annuity	Revolution Value Variable Annuity
Accidental Death Benefit Rider	0.10%	0.10%	Not Offered	Not Offered	Not Offered
Accumulated Value Enhancement (CARE Solutions Plus) Rider	Not Offered	Not Offered	Maximum: 1.00%	Maximum: 1.00%	Maximum: 1.00%
(as a percentage of your initial Purchase Payment)			Current: 0.40%	Current: 0.35%	Current: 0.35%
Earnings Enhancement (Beneficiary Tax Relief)	Not Offered	Not Offered	0.25%	0.25%	0.25%

Death Benefit Rider

Enhanced Stepped-Up	0.15%	0.15%	Not Offered	Not Offered	Not Offered
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Death Benefit Rider

Enhanced Death Benefit Rider ³	Not Offered	Not Offered	0.25%	0.25%	0.25%
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Guaranteed Retirement Income Benefit Rider ⁴	Not Offered	Not Offered	0.30%	0.30%	0.30%
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Nursing Home Waiver ⁴	0.05%	0.05%	Not Offered	Not Offered	Not Offered
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Waiver of Withdrawal Charge (CAREsolutions) Rider ⁵	Not Offered	Not Offered	Not Offered	0.10%	0.10%
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- ¹ Charges for optional benefit Riders are assessed monthly. The monthly charge is 1/12th of the annual charge shown in this table.
- ² This Rider is available only if you purchased the Waiver of Withdrawal Charge Rider as well. We do not currently impose the maximum charge shown, but reserve the right to do so on a uniform basis for all Accumulated Value Enhancement Riders issued in the same state.
- ³ In certain states (and for Riders issued prior to May 1, 2002), the rate for Enhanced Death Benefit Rider may be lower than the amount shown.
- ⁴ This Rider was not available for Contracts issued after April 30, 2004.
- ⁵ The charge shown is a percentage of that portion of your Contract's total value attributable to Purchase Payments that are still subject to withdrawal charges.

Table of Contents

How can I withdraw money from my Contract?

Surrenders and Withdrawals

Prior to your Contract's Maturity Date, if the Annuitant is living, you may:

surrender your Contract for a cash payment of its Surrender Value ; or

make a withdrawal of a portion of your Surrender Value.

The Surrender Value of a Contract is the Contract Value minus the annual Contract fee and any applicable premium tax. We will determine the amount surrendered or withdrawn as of the date we receive your request in Good Order at the Annuities Service Center.

Certain surrenders and withdrawals may result in taxable income to you or other tax consequences as described under IX. Federal Tax Matters. Among other things, if you make a full surrender or withdrawal from your Contract before you reach age 59 1/2, a 10% penalty tax (in addition to any income tax due) generally applies to any taxable portion of the withdrawal.

We will deduct any withdrawal proportionally from each of your Investment Options based on the value in each, unless you direct otherwise. When you take a withdrawal, we deduct any applicable withdrawal charge as a percentage of the total amount withdrawn. We take any applicable withdrawal charge from the amount remaining in a Contract after we process the amount you request.

We reserve the right to terminate your Contract if the value of your Contract becomes zero. You generally may not make any surrenders or withdrawals once we begin making payments under an Annuity Option. ***For Declaration and Patriot Variable Annuities only:*** if your free withdrawal value at any time is less than \$100, you must withdraw that amount in full, in a single sum, before you make any other withdrawals.

Your request to surrender your Contract or to make a withdrawal becomes effective at the close of the Business Day in which we receive it in Good Order at the Annuities Service Center. Each Business Day ends at the close of daytime trading for the day on the New York Stock Exchange (usually 4:00 p.m. Eastern Time). If we receive a request, in Good Order, after the close of a Business Day, it will become effective at the end of the next Business Day.

We do not permit you to apply any amount less than your entire Contract Value to the Annuity Options available under your Contract. If you want to use a part of your Contract Value to purchase an immediate annuity contract, you must make a withdrawal request, which will be subject to any applicable withdrawal charge. Such a withdrawal may also have tax consequences.

When we receive a withdrawal request in Good Order at our Annuities Service Center, we will pay the amount of the withdrawal from the Variable Investment Options promptly, and in any event within seven days of receipt of the request. We reserve the right to defer the right of withdrawal or postpone payments for any period when:

the New York Stock Exchange is closed (other than customary weekend and holiday closings);

trading on the New York Stock Exchange is restricted;

an emergency exists as determined by the SEC, as a result of which disposal of securities held in the Separate Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Separate Account's net assets;

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pursuant to SEC rules, the Money Market Subaccount suspends payment of redemption proceeds in connection with a liquidation of the underlying Portfolio; or

the SEC, by order, so permits for the protection of security holders.

Applicable rules and regulations of the SEC shall govern as to whether trading is restricted or an emergency exists.

Impact of Divorce. In the event that you and your spouse become divorced after you purchase a Contract, we will treat any request to reduce or divide benefits under a Contract as a request for a withdrawal of Contract Value. The transaction may be subject to any applicable tax or withdrawal charge. If you determine to continue the remaining Contract, we will reduce the benefit under any existing optional benefit Rider to the Contract in accordance with its terms.

Tax Considerations. Withdrawals from the Contract may be subject to income tax and a 10% penalty tax (see IX. Federal Tax Matters). Withdrawals are permitted from Contracts issued in connection with Section 403(b) Plans only under limited circumstances (see IX. Federal Tax Matters and the section titled Qualified Plan Types in the SAI).

We will deduct any withdrawal proportionally from each of your Investment Options based on the value in each, unless you direct otherwise. When you take a withdrawal, we deduct any applicable withdrawal charge as a percentage of the total amount withdrawn. We take any applicable withdrawal charge from the amount remaining in a Contract after we process the amount you request.

Table of Contents

Signature Guarantee Requirements for Surrenders and Withdrawals

(Not applicable to Contracts issued in New Jersey)

We may require that you provide a signature guarantee on a surrender or withdrawal request in the following circumstances:

you are requesting that we mail the amount withdrawn to an alternate address; or

you have changed your address within 30 days of the withdrawal request; or

you are requesting a withdrawal in the amount of \$250,000 or greater.

We must receive the original signature guarantee on your withdrawal request. We will not accept copies or faxes of a signature guarantee. You may obtain a signature guarantee at most banks, financial institutions or credit unions. A notarized signature is not the same as a signature guarantee and will not satisfy this requirement. There may be circumstances, of which we are not presently aware, in which we would not impose a signature guarantee on a surrender or withdrawal as described above.

Nursing Home Waiver of Withdrawal Charge

(Applicable only to the Declaration and Patriot Variable Annuities)

If you own a Declaration or Patriot Contract, you have may purchased an optional nursing home waiver of withdrawal charge Rider when you applied for your Contract, as permitted by state law. If you purchased this Rider, we will waive the withdrawal charges on any withdrawals, provided all the following conditions apply:

You become confined to a nursing home beginning at least 90 days after we issue your Contract.

You remain in the nursing home for at least 90 consecutive days and receive skilled nursing care.

We receive your request for a withdrawal and adequate proof of confinement no later than 90 days after discharge from the facility.

Your confinement is prescribed by a doctor and medically necessary.

At the time of application, you could not purchase this Rider if (1) you were older than 75 years at application or (2) in most states, if you were confined to a nursing home within the two years preceding your application.

Waiver of Withdrawal Charge Rider

(Applicable only to Revolution Extra and Revolution Value Variable Annuities)

If you own a Revolution Extra or Revolution Value Contract, you may have purchased an optional waiver of withdrawal charge Rider when you applied for your Contract, as permitted by state law. The covered persons under the Rider are the Owner and the Owner's spouse, unless the Owner is a trust. If the Owner is a trust, the covered persons are the Annuitant and the Annuitant's spouse.

Under this Rider, we will waive withdrawal charges on any withdrawals, if all the following conditions apply to a covered person :

a covered person becomes confined to a nursing home beginning at least 30 days after we issue your Contract;

such covered person remains in the nursing home for at least 90 consecutive days receiving nursing care; and

the covered person's confinement is prescribed by a doctor and medically necessary because of a covered physical or mental impairment.

In addition, depending on your state, the Rider may also provide for a waiver of withdrawal charges if a covered person has been diagnosed with a chronic, critical or terminal illness to the extent so provided in the Rider.

At the time of application, you could not purchase this Rider: (1) if either of the covered persons was older than 74 years at application or (2) in most states, if either of the covered persons was confined to a nursing home within the past two years at application.

There is a charge for this Rider, as set forth in the Fee Tables. This Rider (and the related charges) will terminate on the Contract's Maturity Date, upon your surrendering the Contract, or upon your written request that we terminate it.

If you purchased this Rider, you and your immediate family may have had access to a national program of eldercare services, including access to a list of long-term care providers who provide special discounts. This benefit is no longer available with the Rider.

You should carefully review the tax considerations for optional benefit Riders under IX. Federal Tax Matters. For a more complete description of the terms and conditions of this benefit, you should refer directly to the Rider. We will provide you with a copy on request. In certain marketing materials, this Rider may be referred to as CARESolutions.

There are or may be situations other than those described above or elsewhere in the Prospectus (e.g., Variations in Charges or Rates), that merit waiver of withdrawal charges, which we may consider on a case-by-case basis.

Systematic Withdrawal Plan

Our optional systematic withdrawal plan enables you to preauthorize periodic withdrawals. If you elect this plan, we will withdraw a percentage or dollar amount from your Contract on a monthly, quarterly, semiannual, or annual basis, based upon your instructions. Unless otherwise directed, we will deduct the requested amount from each applicable Investment Option in the ratio that the value of

Table of Contents

each bears to the Contract Value. Each systematic withdrawal is subject to any market value adjustment or withdrawal charge (*withdrawal charge not applicable to Revolution Access Variable Annuities*) that would apply to an otherwise comparable non-systematic withdrawal. See

How will the value of my investment in the Contract change over time? and What fees and charges will be deducted from my Contract? The same tax consequences that apply to other withdrawals also generally apply.

You may cancel the systematic withdrawal plan at any time.

Telephone Withdrawals

If you complete a separate authorization form, you may make requests to withdraw a portion of your Contract Value by telephone. We reserve the right to impose maximum Withdrawal Amount and procedural requirements regarding this privilege. For additional information regarding telephone procedures, see IV. Basic Information Telephone and Electronic Transactions in this Prospectus.

What happens if the Owner or Annuitant dies before my Contract's Maturity Date?

Death Benefits In General

The Contracts described in this Prospectus generally provide for distribution of death benefits if you die before a Contract's Maturity Date. The minimum death benefits provided under the Contracts differ, depending on when you purchased a Contract, our maximum limits on death benefits at that time, the jurisdiction in which we issued a Contract, and the age of the oldest Owner (or Annuitant) on the date of issue. We may pay death benefits in some cases on the Annuitant's death, instead of the Owner's death, if the Annuitant predeceases the Owner. In addition, you may have purchased a Contract with an optional death benefit Rider that will enhance the amount of death benefit. You should read your Contract carefully to determine the minimum death benefit and any enhanced death benefit payable during the Accumulation Period.

Distribution Requirements Following Death of Owner

If you did *not* purchase your Contract under a Qualified Plan, the Code requires that the following distribution provisions apply if you die. We summarize these provisions (and the effect of spousal continuation) below. If your Contract has joint Owners, these provisions apply upon the death of the first to die.

If you die before annuity payments have begun:

If the Contract's designated Beneficiary is your surviving spouse who falls within the definition of spouse under the federal Defense of Marriage Act, your spouse may continue the Contract as the new Owner without triggering adverse federal tax consequences. See X. Other Information Spouse. In that case:

- under **Declaration** and **Patriot** Contracts, we will not pay a death benefit but your Contract Value will equal the death benefit that would have been payable, *excluding* amounts payable under any optional benefit Riders; and

- under **Revolution Access**, **Revolution Extra** and **Revolution Value** Contracts, we will not pay a death benefit but your Contract Value will equal the death benefit that would have been payable, *including* amounts payable under any optional benefit Riders; and

- under **Patriot**, **Declaration**, **Revolution Access**, **Revolution Extra** and **Revolution Value** Contracts, any additional amount that we may credit to your Contract will be allocated to the Investment Options in the same ratio as the investment allocations held at the time of death and will not be subject to any future surrender or withdrawal charges. If your spouse makes any Additional Purchase Payments (and if there are any unliquidated Purchase Payments at the time of your death), however, they will be subject to future surrender or withdrawal charges as provided in your Contract;

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if the Beneficiary is not your surviving spouse or if the Beneficiary is your surviving spouse but chooses not to continue the Contract, the entire interest (as discussed below) in a Contract on the date of your death must be:

;

paid out in full within five years of your death; or

;

where the Beneficiary is an individual, applied in full towards the purchase of a life annuity on the Beneficiary, or for a similar benefit payable over a period not extending beyond the life expectancy of the Beneficiary, with payments commencing within one year of your death.

Your entire interest in a **Revolution Access**, **Revolution Extra** and **Revolution Value** Contract, as issued in most states, equals the standard death benefit (or any enhanced death benefit) for the Contract on the date of your death. If an Earnings Enhancement benefit Rider is then in force, the entire interest in most states will also include any Earnings Enhancement death benefit amount that may then be payable. Your entire interest in a **Declaration** or **Patriot** Contract on the date of your death, if you are the last surviving Annuitant as well as the Owner, equals the death benefit that then becomes payable. If you are the Owner of a **Declaration** or **Patriot** Contract (or an owner of a **Revolution Access**, **Revolution Extra** or **Revolution Value** Contract in certain states such as **IL** or **MN**) but not the last surviving Annuitant, the entire interest equals:

the Surrender Value if paid out in full within five years of your death; or

where the Beneficiary is an individual, your Contract Value applied in full towards the purchase of a life annuity on the Beneficiary, or for a similar benefit payable over a period not extending beyond the life expectancy of the Beneficiary, with payments commencing within one year of your death.

Table of Contents

You should review your Contract carefully to determine the entire interest that will be distributed upon an Owner's death.

If you die on or after annuity payments have begun, any remaining amount that we owe must be paid out at least as rapidly as under the method of making annuity payments that is then in use.

We continue to assess the asset-based charges during this period, even though we bear only the expense risk and not any mortality risk (see IV. Basic Information – What fees and charges will be deducted from my Contract? – Asset-Based Charges).

The Code imposes very similar distribution requirements on Contracts used to fund Qualified Plans. We provide the required provisions for Qualified Plans in separate disclosures and endorsements.

Death Benefits Following Death of Annuitant

Under **Declaration** and **Patriot** Contracts, if the Annuitant dies before your Contract's date of maturity, we will pay a standard death benefit, unless you have elected an enhanced death benefit Rider. Under **Revolution Access**, **Revolution Extra** and **Revolution Value** Contracts, our payment of the standard death benefit, and any enhanced death benefits, depends on the form of ownership and whether there is one Annuitant or joint Annuitants:

If your Contract is owned by a single natural person and has a single Annuitant, the death benefit is payable on the earlier of the Owner's death and the Annuitant's death.

If your Contract is owned by a single natural person and has joint Annuitants, the death benefit is payable on the earliest of the Owner's death (whether or not the Owner is also an Annuitant) and the last Annuitant's death.

If your Contract is owned by joint Owners and has a single Annuitant, the death benefit is payable on the earliest of the first Owner's death (whether or not the Owner is also an Annuitant) and the Annuitant's death.

If your Contract is owned by joint Owners and has joint Annuitants, the death benefit is payable on the earliest of the first Owner's death (whether or not the Owner is also an Annuitant) and the last Annuitant's death.

In certain states, such as **IL** and **MN**, the death benefit under **Revolution Access**, **Revolution Extra** and **Revolution Value** Contracts is payable only upon an Annuitant's death. *You should review your Contract carefully to determine when a standard death benefit is payable.*

If your **Patriot**, **Declaration**, **Revolution Access**, **Revolution Extra** or **Revolution Value** Contract has joint Owners, each Owner will automatically be deemed to be the Beneficiary of the other. This means that any death benefit payable upon the death of one Owner will be paid to the other Owner. In that case, any other Beneficiary you have named would receive the death benefit only if neither joint Owner remains alive at the time the death benefit becomes payable.

Standard Death Benefit

The standard death benefit under Declaration, Patriot, Revolution Access, Revolution Extra and Revolution Value Contracts is the *greater* of:

your Contract Value, adjusted by any then-applicable market value adjustment; or

the total amount of Purchase Payments made, minus any withdrawals and related withdrawal charges.

Enhanced Death Benefit Riders

We offered several optional death benefit Riders under **Declaration, Patriot, Revolution Access, Revolution Extra** and **Revolution Value** Contracts that, depending on state availability and our underwriting rules, were available to you at the time you purchased your Contract. For an extra fee, these optional death benefit Riders could enhance the standard death benefit payable under your Contract, subject to the terms and limitations contained in the Rider.

Under **Declaration** and **Patriot** Contracts, we offered a Stepped-Up death benefit Rider and an Accidental Death Benefit Rider to applicants under age 80 at the time of purchase. Under **Revolution Access, Revolution Extra** and **Revolution Value** Contracts, we offered an enhanced death benefit Rider if each Owner and each Annuitant was under age 80 at the time of purchase. We also offered an Earnings Enhancement Death Benefit Rider to purchasers of **Revolution Access, Revolution Extra** and **Revolution Value** Contracts if each Owner and each Annuitant was under age 75 at the time of purchase. The Earnings Enhancement Death Benefit Rider was not available, however, to Contracts issued in connection with Qualified Plans.

We provide a general description of each of these Riders in Appendix C to this Prospectus.

Calculation and Payment of Death Benefit Value

We calculate the death benefit value as of the day we receive in Good Order at the Annuities Service Center:

proof of death before the Contract's date of maturity; and

any required instructions as to method of settlement.

Table of Contents

We will generally pay the death benefit in a lump sum under our current administrative procedures to the Beneficiary you chose, unless:

the death benefit is payable because of the Owner's death, the designated Beneficiary is the Owner's spouse, and he or she elects to continue the Contract in force; or

an optional method of settlement is in effect. If you have not elected an optional method of settlement, the Beneficiary may do so. However, if the death benefit is less than the minimum stated in your Contract (in most states, \$5,000), we will pay it in a lump sum, regardless of any election. You can find more information about optional methods of settlement under Annuity Options.

We will pay the death benefit within seven calendar days of the date that we determine the amount of the death benefit, subject to postponement under the same circumstances for which payment of withdrawals may be postponed (see IV. Basic Information How can I withdraw money from my Contract?). Beneficiaries who opt for a lump sum payout of their portion of the death benefit may choose to receive the funds either in a single check or wire transfer or in a John Hancock Safe Access Account (JHSAA). Similar to a checking account, the JHSAA provides the Beneficiary access to the payout funds via a checkbook, and account funds earn interest at a variable interest rate. Any interest paid may be taxable. The Beneficiary can obtain the remaining death benefit proceeds in a single sum at any time by cashing one check for the entire amount. Note, however, that a JHSAA is not a true checking account, but is solely a means of distributing the death benefit. The Beneficiary can only make withdrawals, and not deposits. The JHSAA is part of our General Account; it is not a bank account and it is not insured by the FDIC or any other government agency. As part of our General Account, it is subject to the claims of our creditors. We receive a benefit from all amounts left in the JHSAA.

You can find more information about optional methods of settlement under Annuity Options.

What other optional benefits may have been available when I purchased a Contract?

(Applicable only to Revolution Access, Revolution Extra and Revolution Value Variable Annuities)

Accumulated Value Enhancement Benefit

If you elected this benefit when you purchased a Contract, we will make a contribution to the Contract Value on a monthly basis if the covered person (who must be an Owner and the Annuitant):

is unable to perform at least 2 activities of daily living without human assistance or has a cognitive impairment; and

is receiving certain qualified services described in the Rider.

The amount of the contribution (called the Monthly Benefit) is shown in the specifications page of the Contract. However, the benefit contains an inflation protection feature that will increase the Monthly Benefit by 5% each year after the 7th Contract Year. The specifications page of the Contract also contains a limit on how much the Contract Value can be increased by this benefit (the benefit limit). The Rider must be in effect for 7 years before any increase will occur.

You could only elect this benefit when you applied for the Contract, if it was then available in your state. Under our current administrative rules, the Monthly Benefit (without regard to the inflation protection feature) is equivalent to 1% of your initial Purchase Payment, up to a maximum Purchase Payment of \$300,000. We may reduce this \$300,000 limit further, however, if you own additional annuity contracts issued by John Hancock USA and its affiliates that provide a similar benefit. The \$300,000 limit applies only to the calculation of the Monthly Benefit under the accumulated value enhancement Rider. (See Limits on Purchase Payments for a general description of other Purchase Payment limits under the Contract.)

You could not have elected this Rider unless you also elected the waiver of withdrawal charge Rider. There is a monthly charge for this benefit as described in the Fee Tables.

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The Rider will terminate if the Contract terminates, if the covered person dies, if the benefit limit is reached, if the Owner is the covered person and the ownership of the Contract changes, or if, before annuity payments start, the Contract Value falls below an amount equal to 25% of your initial Purchase Payment. You may cancel the Rider by written notice at any time. The Rider charge will terminate when the Rider terminates.

If you choose to continue the Rider after the Contract's Maturity Date, charges for the Rider will be deducted from annuity payments and any Monthly Benefit for which the covered person qualifies will be added to the next annuity payment.

In certain marketing materials, this Rider may have been referred to as CARESolutions Plus.

You should carefully review the tax considerations for optional benefit Riders under IX. Federal Tax Matters in this Prospectus.

Table of Contents

Guaranteed Retirement Income Benefit

Contracts issued before May 1, 2004 may have been issued with Guaranteed Retirement Income Benefit Rider:

If you elected this benefit, we will guarantee the amount of annuity payments you receive, if the following conditions are satisfied:

The Maturity Date must be within the 30 day period following a Contract Anniversary.

If the Annuitant was age 45 or older on the date of issue, the Contract must have been in effect for at least 10 Contract Years on the Maturity Date and the Maturity Date must be on or after the Annuitant's 60th birthday and on or before the Annuitant's 90th birthday.

If the Annuitant was less than age 45 on the date of issue, the Contract must have been in effect for at least 15 Contract Years on the Maturity Date and the Maturity Date must be on or before the Annuitant's 90th birthday.

If your Contract was issued with this Rider, you need not choose to receive the guaranteed income benefit that it provides. Rather, unless and until such time as you exercise your option to receive a guaranteed income benefit under this Rider, you will continue to have the option of exercising any other right or option that you would have under the Contract (including withdrawal and annuity payment options) if the Rider had not been added to it.

If you decided to add this Rider to your Contract, and if you ultimately decide to take advantage of the guaranteed income it provides, we will automatically provide that guaranteed income in the form of fixed payments under our Option A: Life Annuity with Payments for a Guaranteed Period described below under Annuity Options. The guaranteed period will automatically be a number of years that the Rider specifies, based on the Annuitant's age at the annuity date and whether your Contract is purchased in connection with a Qualified Plan. (These specified periods range from 5 to 10 years.) You will have no discretion to vary this form of payment, if you choose the guaranteed income benefit under this Rider.

We guarantee that the amount you can apply to this Annuity Option will be at least equal to the amount of each Purchase Payment you have paid, accumulated at the rate(s) specified in the Contract, but adjusted for any withdrawals you have taken. The accumulation rates differ between (a) Contract Value allocated to a Fixed Investment Option or Money Market Investment Option (currently 4%) and (b) Contract Value allocated to all other Variable Investment Options (currently 5%). Withdrawals reduce the accumulated amount in direct proportion to the percentage of Contract Value that was reduced by the withdrawal (including any withdrawal charges). After a withdrawal, the accumulation rate(s) will only be applied to the remaining accumulated amount. If your total Contract Value is higher than the amount we guarantee, we will apply the higher amount to the Annuity Option instead of the guaranteed amount.

There is a monthly charge for this Rider as described in the Fee Tables. The Rider (and the related charges) automatically terminate if your Contract is surrendered or the Annuitant dies. After you've held your Contract for 10 years, you can terminate the Rider by written request.

Can I return my Contract?

In most cases, you had the right to cancel your Contract within 10 days (or longer in some states) after you received it. To have canceled your Contract, you would have delivered or mailed it to us or to the financial advisor who delivered the Contract to you.

In most states, you would have received a refund equal to your Contract Value on the date of cancellation, minus the extra credit deduction (*applicable only to Revolution Extra Variable Annuity Contracts*, as defined below), adjusted by any then-applicable market value adjustments and increased by any charges for premium taxes deducted by us to that date. In some states, or during the first 7 days of the right to review period if your Contract was issued as an IRA, you would have received a refund of all Purchase Payments during the first seven days of the right to review period, if that amount were greater than the amount otherwise payable. The date of cancellation would have been the date we received the Contract.

The extra credit deduction is equal to the lesser of (1) the portion of your Contract Value that is attributable to any extra credits and (2) the amount of all extra credits. Thus, you would have received any gain and we would have borne any loss on extra credits if you returned your Contract within the time period specified above.

Will I receive a Transaction Confirmation?

We will send you a confirmation statement for certain transactions in your Investment Accounts. You should carefully review these transaction confirmations to verify their accuracy. You should immediately report any mistakes to our Annuities Service Center (at the address or phone number shown on the first page of this Prospectus). If you fail to notify our Annuities Service Center of any mistake within 60 days of the delivery of the transaction confirmation, you will be deemed to have ratified the transaction. Please contact the John Hancock Annuities Service Center at the applicable telephone number or Internet address shown on the first page of this Prospectus for more information on electronic transactions.

Table of Contents

V. General Information about Us, the Separate Account and the Portfolios

The Company

We are a stock life insurance company originally organized under the laws of Maine on August 20, 1955 by a special act of the Maine legislature. We redomesticated under the laws of Michigan on December 30, 1992. We are authorized to transact life insurance and annuity business in all states (except New York), the District of Columbia, Guam, Puerto Rico and the Virgin Islands. Our principal office is located at 601 Congress Street, Boston, Massachusetts 02210-2805. We also have an Annuities Service Center at 27 DryDock Avenue, Suite 3, Boston, Massachusetts 02210-2382.

Our ultimate parent is Manulife Financial Corporation, a publicly traded company, based in Toronto, Canada. Manulife Financial Corporation is the holding company of The Manufacturers Life Insurance Company and its subsidiaries, collectively known as Manulife Financial. The Company changed its name to John Hancock Life Insurance Company (U.S.A.) on January 1, 2005 following Manulife Financial Corporation's acquisition of John Hancock Financial Services, Inc.

The Company incurs obligations under the Contract to guarantee certain amounts, and investors must depend on the financial strength of the Company for satisfaction of the Company's obligations such as the death benefit and fixed Annuity Options. You should be aware that, unlike the Separate Account, the Company's General Account is not segregated or insulated from the claims of the Company's creditors. The General Account consists of securities and other investments that may decline in value during periods of adverse market conditions. The Company's financial statements contained in the SAI include a further discussion of risks inherent within the Company's General Account investments.

The Separate Account

We use our Separate Account to support the Variable Investment Options. Effective December 31, 2009, we entered into a merger agreement with John Hancock Life Insurance Company (JHLICO) and John Hancock Variable Life Insurance Company (JHVLICO) and assumed legal ownership of all of the assets of JHLICO and JHVLICO, including those assets related to the John Hancock Life Insurance Company (U.S.A.) Separate Account T (formerly John Hancock Variable Annuity Account JF). Effective at the time of the merger, we became the depositor of John Hancock Life Insurance Company (U.S.A.) Separate Account T.

Except for the succession of John Hancock USA as the depositor for the Separate Account and to the liabilities and obligations arising under the Contracts, the merger did not affect the Separate Account or any provisions of, any rights and obligations under, or any of your allocations among investment options under, the Contracts. We will continue to administer and service inforce contracts of JHLICO and JHVLICO in all jurisdictions where issued and will assume the direct responsibility for the payment of all claims and benefits and other obligations under these contracts.

You do not invest directly in the Portfolios made available under the Contract. When you direct or transfer money to a Variable Investment Option, we will purchase shares of a corresponding Portfolio through John Hancock Life Insurance Company (U.S.A.) Separate Account T. We hold the Portfolio's shares in a Subaccount (usually with a name similar to that of the corresponding Portfolio).

The Company established John Hancock Life Insurance Company (U.S.A.) Separate Account T under Massachusetts law. The Separate Account's assets, including the Portfolios' shares, belong to John Hancock USA. Each Contract provides that amounts we hold in the Separate Account pursuant to the Contract cannot be reached by any other persons who may have claims against the Company.

The income, gains and losses, whether or not realized, from assets of the Separate Account are credited to or charged against the Separate Account without regard to our other income, gains, or losses. Nevertheless, all obligations arising under the Contracts are general corporate obligations of the Company. Assets of our Separate Accounts may not be charged with liabilities arising out of any of our other business.

We reserve the right, subject to compliance with applicable law: to add other Subaccounts; to eliminate existing Subaccounts; or to combine Subaccounts or transfer assets in one Subaccount to another Subaccount that we, or an affiliated company, may establish. We will not eliminate

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existing Subaccounts or combine Subaccounts without the prior approval of the appropriate state and/or federal regulatory authorities.

We registered the Separate Account with the SEC under the Investment Company Act of 1940, as amended (the 1940 Act) as a unit investment trust. Registration under the 1940 Act does not involve supervision by the SEC of the management or investment policies or practices of the Separate Account. If we determine that it would be in the best interests of persons having voting rights under the

Table of Contents

Contracts, the Separate Account may be operated as a management investment company under the 1940 Act or it may be deregistered if 1940 Act registration were no longer required.

The Portfolios

When you select a Variable Investment Option, we invest your money in a Subaccount of our Separate Account and it invests in NAV shares of a corresponding Portfolio of John Hancock Variable Insurance Trust.

The Portfolios in the Separate Account are NOT publicly traded mutual funds. The Portfolios are available to you only as Investment Options in the Contracts or, in some cases, through other variable annuity contracts or variable life insurance policies issued by us or by other life insurance companies. In some cases, the Portfolios also may be available through participation in certain tax-qualified pension, retirement or college savings plans.

Investment Management

The Portfolios' investment advisers and managers may manage publicly traded mutual funds with similar names and investment objectives. However, the Portfolios are NOT directly related to any publicly traded mutual fund. You should not compare the performance of any Portfolio described in this Prospectus with the performance of a publicly traded mutual fund. **The performance of any publicly traded mutual fund could differ substantially from that of any of the Portfolios held in our Separate Account.**

In selecting the Portfolios that will be available as Investment Options under the Contract or its optional benefit Riders, we may establish requirements that are intended, among other things, to mitigate market price and interest rate risk for compatibility with our obligations to pay guarantees and benefits under the Contract and its optional benefit Riders. We seek to make available Investment Options that use strategies that are intended to lower potential volatility, including, but not limited to, strategies that: encourage diversification in asset classes and style; combine equity exposure with exposure to fixed income securities; and allow us to effectively and efficiently manage our exposure under the Contracts and optional benefit Riders. The requirements we impose may increase a Portfolio's transaction costs or otherwise affect both the performance and the availability of Investment Options under the Contract and optional benefit Riders.

The John Hancock Variable Insurance Trust is a so-called series type mutual fund and is registered under the 1940 Act as an open-end management investment company. John Hancock Investment Management Services, LLC (JHIMS LLC) provides investment advisory services to the John Hancock Variable Insurance Trust and receives investment management fees for doing so. JHIMS LLC pays a portion of its investment management fees to other firms that manage the John Hancock Variable Insurance Trust's Portfolios (i.e., subadvisers). JHIMS LLC is our affiliate and we indirectly benefit from any investment management fees JHIMS LLC retains.

The John Hancock Variable Insurance Trust has obtained an order from the SEC permitting JHIMS LLC, subject to approval by the Board of Trustees, to change a subadviser for a Portfolio or the fees paid to subadvisers and to enter into new subadvisory agreements from time to time without the expense and delay associated with obtaining shareholder approval of the change. This order does not, however, permit JHIMS LLC to appoint a subadviser that is an affiliate of JHIMS LLC or the John Hancock Variable Insurance Trust (other than by reason of serving as subadviser to a Portfolio) (an Affiliated Subadviser) or to change a subadvisory fee of an Affiliated Subadviser without the approval of shareholders.

If shares of a Portfolio are no longer available for investment or in our judgment investment in a Portfolio becomes inappropriate, we may eliminate the shares of a Portfolio and substitute shares of another Portfolio, or of another open-end registered investment company. A substitution may be made with respect to both existing investments and the investment of future Purchase Payments. However, we will make no such substitution without first notifying you and obtaining approval of the SEC (to the extent required by the 1940 Act).

Portfolio Expenses

The table in the Fee Tables section of the Prospectus shows the investment management fees and other operating expenses for these Portfolio shares as a percentage (rounded to two decimal places) of each Portfolio's average daily net assets for 2011, except as indicated in the footnotes appearing at the end of the table. Fees and expenses of the Portfolios are not fixed or specified under the terms of the Contracts and may vary from year to year. These fees and expenses differ for each Portfolio and reduce the investment return of each Portfolio. Therefore, they also indirectly reduce the return you will earn on any Separate Account Investment Options.

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The Portfolios pay us or certain of our affiliates compensation for some of the distribution, administrative, shareholder support, marketing and other services we or our affiliates provide to the Portfolios. The amount of this compensation is based on a percentage of the assets of the Portfolios attributable to the variable insurance products that we and our affiliates issue. These percentages may differ from Portfolio to Portfolio and among classes of shares within a Portfolio. Compensation payments may be made by a Portfolio's investment adviser or its affiliates. None of these compensation payments results in any charge to you in addition to what is shown in the Total Annual Portfolio Operating Expenses table.

Table of Contents

Funds of Funds

The John Hancock Variable Insurance Trust's Lifestyle Balanced Trust is a fund of funds that invests in other underlying mutual funds. Expenses for a fund of funds may be higher than those for other Portfolios because a fund of funds bears its own expenses and indirectly bears its proportionate share of expenses of the underlying portfolios in which it invests. The prospectus for the John Hancock Variable Insurance Trust's Lifestyle Balanced Trust contains a description of the underlying portfolios for that Portfolio, including expenses of the Portfolio, associated investment risks, and deductions from and expenses paid out of the assets of the Portfolio. JHIMS LLC retains QS Investors, LLC to provide direct subadvisory consulting services in its management of the Lifestyle Balanced Portfolio.

The John Hancock Variable Insurance Trust has adopted a policy to post holdings of the John Hancock Variable Insurance Trust's Lifestyle Balanced Trust in other portfolios on a website within 30 days after each calendar quarter end and within 30 days after any material changes are made to the holdings of the John Hancock Variable Insurance Trust's Lifestyle Balanced Trust. In addition, the ten largest holdings of John Hancock Variable Insurance Trust's Lifestyle Balanced Trust will be posted to the website 30 days after each calendar quarter end. Please read the SAI for additional details about information posted to the website.

Portfolio Investment Objectives and Strategies

You bear the investment risk of any Portfolio you choose as a Variable Investment Option for your Contract. The following table contains a general description of the Portfolios that we make available under the Contracts. You can find a full description of each Portfolio, including the investment objectives, policies and restrictions of, and the risks relating to, investment in the Portfolio in the prospectus for that Portfolio. **You can obtain a copy of a Portfolio's prospectus, without charge, by contacting us at the Annuities Service Center shown on the first page of this Prospectus. You should read the Portfolio's prospectus carefully before investing in the corresponding Variable Investment Option.**

JOHN HANCOCK VARIABLE INSURANCE TRUST

We show the Portfolio's investment adviser or subadviser (manager) in bold above the name of the Portfolio.

Available In:

Davis Selected Advisers, L.P.

Financial Services Trust	Seeks growth of capital. To do this, the Portfolio invests at least 80% of its net assets in common stocks of companies that are principally engaged in financial services.	Revolution Access Revolution Extra Revolution Value Patriot Declaration
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Declaration Management & Research LLC

Total Bond Market Trust B	Seeks to track the performance of the Barclays Capital U.S. Aggregate Bond Index (which represents the U.S. investment grade bond market). To do this, the Portfolio invests at least 80% of its net assets in securities listed in the Barclays Capital U.S. Aggregate Bond Index.	Revolution Access Revolution Extra Revolution Value Patriot
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Declaration Management & Research LLC and John Hancock Asset Management a division of Manulife Asset Management (US) LLC¹

Active Bond Trust	Seeks income and capital appreciation. To do this, the Portfolio invests at least 80% of its net assets in a diversified mix of debt securities and instruments with maturity durations of approximately 4 to 6 years. As part of its investment strategy, the Portfolio may invest in mortgage-backed securities to a significant extent.	Revolution Access Revolution Extra
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Revolution Value

Patriot

Declaration

Deutsche Investment Management Americas Inc. (DIMA)

Real Estate Securities Trust²

Seeks to achieve a combination of long-term capital appreciation and current income. To do this, the Portfolio invests at least 80% of its net assets in equity securities of real estate investment trusts (REITs) and real estate companies.

Revolution Access

Revolution Extra

Revolution Value

Patriot

Table of Contents**JOHN HANCOCK VARIABLE INSURANCE TRUST**

We show the Portfolio's investment adviser or subadviser (manager) in bold above the name of the Portfolio.

Available In:**Jennison Associates LLC**

Capital Appreciation Trust

Seeks long-term growth of capital. To do this, the Portfolio invests at least 65% of its total assets in equity and equity-related securities of companies that exceed \$1 billion in capitalization and are attractively valued and have above-average growth prospects.

Revolution Access

Revolution Extra

Revolution Value

Patriot

John Hancock Asset Management a division of Manulife Asset Management (US) LLC

Fundamental All Cap Core Trust

(formerly, Optimized All Cap Trust)

Seeks long-term growth of capital. To do this, the Portfolio invests at least 80% of its net assets in equity securities of highly differentiated companies across the capitalization spectrum with key growth drivers, sustainable cash flow production and high returns on capital.

Revolution Access

Revolution Extra

Revolution Value

Patriot

Declaration

Short Term Government Income Trust

Seeks a high level of current income consistent with preservation of capital. Maintaining a stable share price is a secondary goal. To do this, the Portfolio invests at least 80% of its net assets in obligations issued or guaranteed by the U.S. government or its agencies, authorities, or instrumentalities. Under normal circumstances, the Portfolio's effective duration is no more than 3 years.

Revolution Access

Revolution Extra

Revolution Value

Patriot

John Hancock Asset Management (North America) a division of Manulife Asset Management (US) LLC

500 Index Trust B

Seeks to approximate the aggregate total return of a broad-based U.S. domestic equity market index. To do this, the Portfolio invests at least 80% of its net assets in the common stocks in the S&P 500[®] Index and securities that as a group will behave in a manner similar to the Index.³

Revolution Access

Revolution Extra

Revolution Value

Patriot

Declaration

Mid Cap Index Trust

Seeks to approximate the aggregate total return of a mid cap U.S. domestic equity market index. To do this, the Portfolio invests at least 80% of its net assets in the common stocks in the S&P MidCap 400[®] Index³ and securities that as a group behave in a manner similar to the Index.

Revolution Access

Revolution Extra

Revolution Value

Money Market Trust B

Seeks to obtain maximum current income consistent with preservation of principal and liquidity. To do this, the Portfolio invests in high quality, U.S. dollar denominated money market instruments.

Revolution Access

Revolution Extra

Revolution Value

	Note: Although the Money Market Portfolio seeks to preserve the principal value of your investment, it is possible to lose money by investing in this Investment Option. For example, the Money Market Portfolio could lose money if a security purchased by the Portfolio is downgraded, and the Portfolio must sell the security at less than the original cost of the security. Also, the returns of the Money Market Subaccount in your Contract may become extremely low or possibly negative whenever the net income earned, if any, by the underlying Money Market Portfolio is not sufficient to offset the Contract's expense deductions.	Patriot Declaration
Small Cap Index Trust ⁴	Seeks to approximate the aggregate total return of a small cap U.S. domestic equity market index. To do this, the Portfolio invests at least 80% of its net assets in the common stocks in the Russell 2000 [®] Index ⁵ and securities that will as a group behave in a manner similar to the Index.	Revolution Access Revolution Extra Revolution Value

Table of Contents**JOHN HANCOCK VARIABLE INSURANCE TRUST**

We show the Portfolio's investment adviser or subadviser (manager) in bold above the name of the Portfolio.

		Available In:
Total Stock Market Index Trust	Seeks to approximate the aggregate total return of a broad-based U.S. domestic equity market index. To do this, the Portfolio invests at least 80% of its net assets in the common stocks in the Wilshire 5000 [®] Total Market Index ⁶ and securities that as a group will behave in a manner similar to the Index.	Revolution Access Revolution Extra Revolution Value
John Hancock Asset Management a division of Manulife Asset Management (US) LLC and John Hancock Asset Management (North America) a division of Manulife Asset Management (North America) Limited		
Lifestyle Balanced Trust	Seeks a balance between a high level of current income and growth of capital, with a greater emphasis on growth of capital. The Portfolio operates as a fund of funds and normally invests approximately 50% of its assets in portfolios that invest primarily in equity securities, and approximately 50% in portfolios which invest primarily in fixed-income securities.	Revolution Access Revolution Extra Revolution Value Patriot
Pacific Investment Management Company LLC		
Global Bond Trust	Seeks maximum total return, consistent with preservation of capital and prudent investment management. To do this, the Portfolio invests at least 80% of its net assets in fixed-income instruments that are economically tied to at least three countries (one of which may be the U.S.), which may be represented by futures contracts and options on such securities.	Revolution Access Revolution Extra Revolution Value Patriot
Total Return Trust	Seeks maximum total return, consistent with preservation of capital and prudent investment management. To do this, the Portfolio invests at least 65% of its total assets in a diversified portfolio of fixed-income instruments of varying maturities, which may be represented by forwards or derivatives.	Revolution Access Revolution Extra Revolution Value
SSgA Funds Management, Inc.		
International Equity Index Trust B	Seeks to track the performance of a broad-based equity index of foreign companies primarily in developed countries and, to a lesser extent, in emerging markets. To do this, the Portfolio invests at least 80% of its assets in securities listed in the Morgan Stanley Capital International All Country World Excluding U.S. Index, ⁷ or American Depository Receipts or Global Depository Receipts representing such securities.	Revolution Access Revolution Extra Revolution Value Patriot
T. Rowe Price Associates, Inc.		
Blue Chip Growth Trust	Seeks to provide long-term growth of capital. Current income is a secondary objective. To do this, the Portfolio invests at least 80% of its net assets in the common stocks of large and medium-sized blue chip growth companies that are well established in their industries and have the potential for above-average earnings growth.	Revolution Access Revolution Extra Revolution Value Patriot
Equity-Income Trust	Seeks to provide substantial dividend income and also long-term growth of capital. To do this, the Portfolio invests at least 80% of its net assets	Revolution Access

in equity securities, with at least 65% in common stocks of well-established companies paying above-average dividends.

Revolution Extra
Revolution Value
Patriot

Table of Contents**JOHN HANCOCK VARIABLE INSURANCE TRUST**

We show the Portfolio's investment adviser or subadviser (manager) in bold above the name of the Portfolio.

		Available In:
Health Sciences Trust	Seeks long-term capital appreciation. To do this, the Portfolio invests at least 80% of its net assets in common stocks of companies engaged in the research, development, production, or distribution of products or services related to health care, medicine, or the life sciences.	Revolution Access Revolution Extra Revolution Value
Mid Value Trust	Seek long-term capital appreciation. To do this, the Portfolio invests at least 80% of its net assets in companies with market capitalizations that are within the S&P Midcap 400 [®] Index ³ or the Russell Midcap [®] Value Index. ⁵	Revolution Access Revolution Extra Revolution Value Patriot
Templeton Investment Counsel, LLC International Value Trust ⁸	Seeks long-term growth of capital. To do this, the Portfolio invests at least 85% of its net assets in foreign (non-U.S.) equity securities.	Revolution Access Revolution Extra Revolution Value Patriot Declaration
Wellington Management Company, LLP Mid Cap Stock Trust	Seeks long-term growth of capital. To do this, the Portfolio invests at least 80% of its net assets in equity securities of medium-sized companies with significant capital appreciation potential.	Revolution Access Revolution Extra Revolution Value
Small Cap Growth Trust	Seeks long-term capital appreciation. To do this, the Portfolio invests at least 80% of its net assets in small-cap companies that are believed to offer above-average potential for growth in revenues and earnings.	Revolution Access Revolution Extra Revolution Value Patriot Declaration
Small Cap Value Trust	Seeks long-term capital appreciation. To do this, the Portfolio invests at least 80% of its net assets in small-cap companies that are believed to be undervalued.	Revolution Access Revolution Extra Revolution Value
Western Asset Management Company High Yield Trust ⁹	Seeks to realize an above-average total return over a market cycle of three to five years, consistent with reasonable risk. To do this, the Portfolio invests at least 80% of its net assets in high yield securities,	Revolution Access Revolution Extra

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including corporate bonds, preferred stocks, U.S. government and foreign securities, mortgage-backed securities, loan assignments or participations, and convertible securities.

Revolution Value

Patriot

- ¹ The Active Bond Trust is subadvised by Declaration Management & Research LLC and MFC Global Investment Management (U.S.), LLC., with each subadviser subadvising approximately one half of the assets of the Portfolio. Since the Portfolio is only rebalanced periodically, the actual percentage of the Portfolio managed by each subadviser will vary.
- ² RREEF America L.L.C. provides sub-subadvisory services to DIMA in its management of the All Cap Core Trust and the Real Estate Securities Trust.
- ³ Standard & Poor's, S&P 500, and S&P MidCap 400 are trademarks of The McGraw-Hill Companies, Inc. None of the Index Trusts are sponsored, endorsed, managed, advised, sold or promoted by any of these companies, and none of these companies make any representation regarding the advisability of investing in the Trust. As of February 29, 2012, the market capitalizations of companies included in the S&P 500[®] Index ranged from \$1.4 billion to \$505.7 billion, and as of February 29, 2012, the market capitalizations of companies included in the S&P MidCap 400[®] Index ranged from \$533 million to \$10.1 billion.
- ⁴ The Small Cap Index Trust is not available for Contracts issued after April 30, 2003.

Table of Contents

- ⁵ Russell 3000 , Russell 2000 , Russell 1000 and Russell Midcap Value are trademarks of Frank Russell Company. None of the Index Trusts are sponsored, endorsed, managed, advised, sold or promoted by the Frank Russell Company, nor does Frank Russell Company make any representation regarding the advisability of investing in the Trust. As of February 29, 2012, the market capitalizations of companies included in the Russell 3000[®] Index ranged from \$26 million to \$505.7 billion, Russell 2000[®] Index ranged from \$26 million to \$3.6 billion, as of February 29, 2012, the market capitalizations of companies included in the Russell 1000[®] Value Index ranged from \$162 million to \$505.7 billion, and as of February 29, 2012, the market capitalizations of companies included in the Russell Midcap[®] Value Index ranged from \$162 million to \$21.5 billion.
- ⁶ Wilshire 5000 is a trademark of Wilshire Associates. None of the Index Trusts are sponsored, endorsed, managed, advised, sold or promoted by Wilshire Associates, nor does Wilshire Associates make any representation regarding the advisability of investing in the Trust. As of February 29, 2012, the market capitalizations of companies included in the Wilshire 5000[®] Total Market Index ranged from less than \$1.2 million to \$505.7 billion.
- ⁷ MSCI All Country World ex-USA Index is a service mark of Morgan Stanley Capital International Inc. and its affiliates (MSCI). None of the Index Trusts are sponsored, endorsed, managed, advised, sold or promoted by MSCI, nor does MSCI make any representation regarding the advisability of investing in the Trust. As of February 29, 2012, the market capitalization range of the Index was \$24 million to \$277 billion.
- ⁸ The International Value Trust is sub-subadvised by Templeton Global Advisors Limited under an agreement with Templeton Investment Counsel, LLC.
- ⁹ High Yield Trust is sub-subadvised by Western Asset Management Company Limited.

Table of Contents

VI. Information About Fixed Investment Options

In General

All of John Hancock USA's general assets (discussed above) support its obligations under the Fixed Investment Options (as well as all of its other obligations and liabilities). To hold the assets that support primarily the Fixed Investment Options, we have established a non-unitized separate account. With a non-unitized separate account, you have no interest in or preferential claim on any of the assets held in the account. The investments we purchase with amounts you allocated to the Fixed Investment Options belong to us; any favorable investment performance on the assets allocated to the Fixed Investment Options belongs to us. Instead, you earn interest at the guaranteed interest rate of the Fixed Investment Option you selected, provided that you don't surrender, transfer, or withdraw your assets prior to the end of your selected Fixed Investment Option.

Because of exemptive and exclusionary provisions, interests in the Fixed Investment Options have not been registered under the Securities Act of 1933, and our non-unitized separate account has not been registered as an investment company under the Investment Company Act of 1940. Accordingly, neither the General Account nor any of its assets are subject to the provision of these acts. We have been advised that the SEC staff has not reviewed the disclosure in this Prospectus relating to the Fixed Investment Options. Disclosure regarding the Fixed Investment Options is, however, subject to certain generally-applicable provisions of the federal securities laws relating to accuracy and completeness of statements made in prospectuses.

How the Fixed Investment Options Work

Amounts you allocate to the Fixed Investment Options earn interest at a guaranteed rate commencing with the date of allocation. At the expiration of the Fixed Investment Option, we will automatically transfer its total value to a Money Market Variable Investment Option under your Contract, unless you elect to:

withdraw all or a portion of any such amount from the Contract;

allocate all or a portion of such amount to a new Fixed Investment Option or periods of the same or different duration as the expiring Fixed Investment Option; or

allocate all or a portion of such amount to one or more of the Variable Investment Options.

You must notify us of any such election, by mailing a request to us at the Annuities Service Center at least 30 days prior to the end of the expiring Fixed Investment Option. We will notify you of the end of the Fixed Investment Option at least 30 days prior to its expiration. The first day of the new Fixed Investment Option or other reallocation will begin the day after the end of the expiring Fixed Investment Option.

We currently make available Fixed Investment Options with durations of *five years*. For Contracts issued before September 30, 2002, however, we may permit you to select different durations. If you select any Fixed Investment Option with a duration that extends beyond your Contract's Maturity Date, your Maturity Date will automatically be changed to the Annuitant's 95th birthday (or a later date, if we approve). We reserve the right to add or delete Fixed Investment Options for new allocations to or from those that are available at any time.

Guaranteed Interest Rates

Each Fixed Investment Option has its own guaranteed interest rate. We may, at our discretion, change the guaranteed rate for future Fixed Investment Options. These changes will not affect the guaranteed rates being paid on Fixed Investment Options that have already commenced. Each time you allocate or transfer money to a Fixed Investment Option, a new Fixed Investment Option, with a new interest rate, begins to run with respect to that amount. The amount allocated or transferred earns a guaranteed rate that will continue unchanged until the end of that period.

We make the final determination of guaranteed rates and Fixed Investment Options to be declared. We cannot predict or assure the level of any future guaranteed rates or the availability of any future Fixed Investment Options.

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You may obtain information concerning the guaranteed rates applicable to the various Fixed Investment Options, and the durations of the Fixed Investment Options offered at any time by calling the Annuities Service Center.

Calculation of Market Value Adjustment (MVA)

If you withdraw, surrender, transfer, or otherwise remove money from a Fixed Investment Option prior to its expiration date, we will apply a *market value adjustment*.

Table of Contents

A market value adjustment also generally applies to:

death benefits pursuant to your Contract;

amounts you apply to an Annuity Option; and

amounts paid in a single sum in lieu of an annuity.

The market value adjustment increases or decreases your remaining value in the Fixed Investment Option. If the value in that Fixed Investment Option is insufficient to pay any negative MVA, we will deduct any excess from the value in your other Investment Options pro rata based on the value in each. If there is insufficient value in your other Investment Options, we will in no event pay out more than the Surrender Value of the Contract.

Here is how the MVA works:

We compare:

the guaranteed rate of the Fixed Investment Option from which the assets are being taken;
with:

the guaranteed rate we are currently offering for Fixed Investment Options of the same duration as remains on the Fixed Investment Option from which the assets are being taken.

If the first rate exceeds the second by more than $\frac{1}{2}\%$, the market value adjustment produces an increase in your Contract's value.

If the first rate does not exceed the second by at least $\frac{1}{2}\%$, the market value adjustment produces a decrease in your Contract's value.

For this purpose, we consider that the amount withdrawn from the Fixed Investment Option includes the amount of any negative MVA and is reduced by the amount of any positive MVA.

The mathematical formula and sample calculations for the MVA appear in Appendix A.

What Additional Guarantee Applies to the Fixed Investment Options Under My Contract?

John Hancock USA's ultimate parent, Manulife Financial Corporation (MFC), has guaranteed John Hancock USA's obligations with respect to any Fixed Investment Options you elect (the MFC Subordinated Guarantee). The MFC Subordinated Guarantee will apply unless and until we notify you otherwise. If we give you such notice, however, the MFC Subordinated Guarantee would remain in effect for all guarantee periods under the Fixed Investment Options that had already started, and would be inapplicable only to guarantee periods starting after the date of such notice. The MFC Subordinated Guarantee does not relieve John Hancock USA of any obligations under your Contract—it is in addition to all of the rights and benefits that the Contract provides. There is no charge or cost to you for the MFC Subordinated Guarantee, and there are no disadvantages to you of having this additional guarantee.

Under the rules of the United States Securities and Exchange Commission (SEC), the MFC Subordinated Guarantee exempts us from the obligation to file with the SEC annual, quarterly and current reports on Form 10-K, Form 10-Q and Form 8-K, respectively, and thereby saves us the expense of being an SEC reporting company. MFC, the company that is providing the MFC Subordinated Guarantee, is the ultimate parent of all of the companies in the John Hancock group of companies, including John Hancock USA. MFC is a company organized under the laws of Canada and its common shares are listed principally on the Toronto Stock Exchange and the New York Stock Exchange. MFC files with the SEC annual reports on Form 40-F and other reports on Form 6-K. The financial results of John Hancock USA are included in MFC's

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consolidated financial statements in a footnote containing condensed consolidating financial information with separate columns for MFC, John Hancock USA and other subsidiaries of MFC, together with consolidating adjustments.

What are the terms of the MFC subordinated guarantee? MFC guarantees your full interest in any Fixed Investment Option. This means that, if John Hancock USA fails to honor any valid request to surrender, transfer, or withdraw any amount from a guarantee period, or fails to allocate amounts from a Fixed Investment Option to an Annuity Option when it is obligated to do so, MFC guarantees the full amount that you would have received, or value that you would have been credited with, had John Hancock USA fully met its obligations under your Contract with respect to such Fixed Investment Option. If John Hancock USA fails to pay any amount that becomes payable under the Contract upon the death of an Owner or Annuitant, MFC guarantees the unpaid amount, up to the Contract Value in any Fixed Investment Option on the date of death, increased by any accrued but uncredited interest attributable thereto and increased by any upward market value adjustment that would have been payable upon any surrender of the Contract at that time (but not decreased by any negative market value adjustment). There is no charge or cost to you for receiving the MFC Subordinated Guarantee. If John Hancock USA fails to make payment when due of any amount that is guaranteed by MFC, you could directly request MFC to satisfy John Hancock USA's obligation, and MFC must do so. You would not have to make any other demands on John Hancock USA as a precondition to making a claim against MFC under the MFC Subordinated Guarantee.

The MFC Subordinated Guarantee constitutes an unsecured obligation of MFC as guarantor, and is subordinated in right of payment to the prior payment in full of all other obligations of MFC, except for other guarantees or obligations of MFC which by their terms

Table of Contents

are designated as ranking equally in right of payment with or subordinated to the MFC Subordinated Guarantee, and effectively rank senior to MFC's preferred and common shares. As a result, in the event of MFC's bankruptcy, liquidation, dissolution, winding-up or reorganization or upon acceleration of any series of debt securities due to an event also triggering payment obligations on other debt, MFC's assets will be available to pay its obligations on the MFC Subordinated Guarantee only after all secured indebtedness and other indebtedness senior to the MFC Subordinated Guarantee has been paid in full. There may not be sufficient assets remaining to pay amounts due on all or any portion of the MFC Subordinated Guarantee.

The MFC Subordinated Guarantee will be governed by the laws of the Commonwealth of Massachusetts. The MFC Subordinated Guarantee will provide that any claim or proceeding brought by a holder to enforce the obligations of MFC, as guarantor, may be brought in a court of competent jurisdiction in the City of Boston, Commonwealth of Massachusetts, and that MFC submits to the non-exclusive jurisdiction of such courts in connection with such action or proceeding. MFC has designated John Hancock USA as its authorized agent upon whom process may be served in any legal action or proceeding against MFC arising out of or in connection with the MFC Subordinated Guarantee. All payments on the Contracts offered by this Prospectus by MFC under the MFC Subordinated Guarantee will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Government of Canada, or any province, territory or political subdivision thereof, or any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges by MFC is required by law or by the administration or interpretation of such law. In the event of any withholding or deduction, MFC will pay such additional amounts as may be necessary in order that the net amounts received by the holders of the Contracts offered by this Prospectus after such withholding or deduction shall equal the respective amounts under such Contracts which would have been receivable in respect of those Contracts in the absence of such withholding or deduction ("Guarantor Additional Amounts"), except as described herein and except that no such Guarantor Additional Amounts shall be payable with respect to any Contract offered by this Prospectus:

- (a) (i) by reason of his being a person with whom John Hancock USA or MFC is not dealing at arm's length for the purposes of the Income Tax Act (Canada), or (ii) by reason of his having a connection with Canada or any province or territory thereof other than the mere holding, use or ownership or deemed holding, use or ownership of such Contract;
- (b) by reason of his being liable for or subject to such withholding or deduction because of his failure to make a claim for exemption to the relevant tax authority; or
- (c) more than 10 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to Guarantor Additional Amounts on presenting the same for payment on the last day of such period of 10 days.

As used herein "Relevant Date" shall mean the date on which such payment first becomes due.

How can I find additional information about MFC? MFC is subject to the information requirements of the U.S. Securities Exchange Act of 1934, as amended, and, in accordance with that Act, files reports and other information with the SEC. Under a multijurisdictional disclosure system adopted by the United States and Canada, these reports and other information (including financial information) may be prepared in accordance with the disclosure requirements of Canada, which are different from those of the United States.

You may read and copy any reports, statements or other information filed by MFC (Registrant 001-14942) at the SEC's Public Reference Room, Station Place, 100 F Street, N.E., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the Public Reference Room. You can also inspect reports, proxy statements and other information about MFC at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

You may also obtain copies of this information by mail from the Public Reference Section of the SEC, Station Place, 100 F Street, N.E., Washington, D.C. 20549, at prescribed rates, or from commercial document retrieval services.

The SEC maintains a website that contains reports, proxy statements and other information, including those filed by MFC, at <http://www.sec.gov>. You may also access the SEC filings and obtain other information about MFC through the website maintained by MFC, which is <http://www.manulife.com>. The information contained in, or accessible through, MFC's website is not incorporated by reference into this Prospectus.

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MFC and John Hancock USA filed a joint registration statement on Form F-3 (the Registration Statement) relating to the Contracts offered by this Prospectus with the SEC under the Securities Act of 1933, as amended. This Prospectus is a part of that Registration Statement. As permitted by SEC rules, this Prospectus does not contain all the information you can find in the Registration Statement. The SEC allows MFC to incorporate by reference information into this Prospectus, which means that we can disclose important information to you by referring you to other documents filed separately with the SEC. For more information about the Contracts and us, you may obtain a copy of the Registration Statement in the manner set forth in the preceding paragraphs.

Table of Contents

The information incorporated by reference is deemed to be part of this Prospectus, except for any information superseded by information in this Prospectus. These documents contain important information about the companies and their financial condition.

MFC incorporates by reference the documents listed below, which were filed with the SEC:

- (a) MFC's Annual Report on Form 40-F for the year ended December 31, 2011, as filed on March 16, 2012 and as amended and filed on Form 40-F/A on March 25, 2011, other than the section of the Annual Information Form entitled "Ratings";
- (b) Exhibit 99.3 to MFC's Report of Foreign Issuer on Form 6-K filed on March 25, 2011, other than the sections entitled "Report of the Management Resources and Compensation Committee," "Performance Graph" and "Supplemental Shareholder Return";
- (c) MFC's Reports of Foreign Issuer on Form 6-K filed on April 14, May 13, July 18, July 25, August 12, and November 10, 2011;
- (d) MFC's Annual Report on Form 40-F for the year ended December 31, 2010, as filed on March 18, 2011 and as amended and filed on Form 40-F/A on March 25, 2011, other than the section of the Annual Information Form entitled "Ratings";
- (e) MFC's Management's Discussion and Analysis and Unaudited Interim Consolidated Financial Statements for the quarter ended September 30, 2010 included on pages 7 to 32 and 33 to 77, respectively, of MFC's 2010 Third Quarter Report to Shareholders filed with MFC's Reports of Foreign Private Issuer as Exhibit 99.1 on Form 6-K, filed November 12, 2010;
- (f) MFC's Management's Discussion and Analysis and Unaudited Interim Consolidated Financial Statements for the quarter ended June 30, 2010 included on pages 9 to 36 and 37 to 84, respectively, of MFC's 2010 Second Quarter Report to Shareholders filed with MFC's Report of Foreign Private Issuer as Exhibit 99.1 on Form 6-K, filed August 12, 2010;
- (g) MFC's Management's Discussion and Analysis and Unaudited Interim Consolidated Financial Statements for the quarter ended March 31, 2010 included on pages 6 to 23 and 24 to 62, respectively, of MFC's 2010 First Quarter Report to Shareholders filed with MFC's Report of Foreign Private Issuer as Exhibit 99.1 on Form 6-K, filed May 12, 2010;
- (h) MFC's Report of Foreign Issuer on Form 6-K filed March 29, 2010;
- (i) MFC's Report of Foreign Issuer on Form 6-K filed March 26, 2010, other than the sections of the Notice of Annual Meeting and Proxy Circular entitled "Report of the Management Resources and Compensation Committee," "Performance Graph" and "Supplemental Shareholder Return" and other than the consolidated financial statements as at, and for the years then ended December 31, 2009 and 2008; and
- (j) MFC's Annual Report on Form 40-F for the year ended December 31, 2009, as filed on March 19, 2010 and as amended and filed on Form 40-F/A on March 29, 2010, other than the section of the Annual Information Form entitled "Ratings."

Copies of the documents incorporated in this Prospectus by reference may be obtained upon written or oral request without charge from:

Manulife Financial Corporation

ATTN: Corporate Secretary

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200 Bloor Street East, NT-10

Toronto, Ontario Canada M4W 1E5

Telephone: (416) 926-3000

Any annual reports on Form 20-F, Form 40-F or Form 10-K, any reports on Form 10-Q or Form 8-K, other than current reports furnished to the SEC pursuant to Item 2.02 or Item 7.01 of Form 8-K, and any Form 6-K specifying that it is being incorporated by reference in this Prospectus to the extent expressly provided on such report, as well as all Prospectus supplements disclosing additional or updated information, filed by MFC with the SEC subsequent to the date of this Prospectus shall be deemed to be incorporated by reference into this Prospectus except that any section of any annual information form entitled "Ratings" or another similar caption shall not be deemed to be incorporated by reference into this Prospectus and the Registration Statements of which this Prospectus forms a part.

Any statement contained in this Prospectus or in a document incorporated or deemed to be incorporated by reference in this Prospectus shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained in this Prospectus or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Prospectus modifies or supersedes such prior statement. Any statement or document so modified or superseded shall not, except to the extent so modified or superseded, be incorporated by reference and constitute a part of this Prospectus.

You should rely on the information contained in or incorporated by reference in this Prospectus or any applicable Prospectus supplement and on the other information included in the Registration Statement of which this Prospectus forms a part. We have not authorized anyone to provide you with different or additional information. We are not making an offer of the MFC guarantees covered by this Prospectus in any jurisdiction where the offer is not permitted by law.

Table of Contents

VII. The Accumulation Period

Your Value in Our Variable Investment Options

Each Purchase Payment or transfer that you allocate to a Variable Investment Option purchases *accumulation units* of that Variable Investment Option. Similarly, each withdrawal or transfer that you take from a Variable Investment Option (as well as certain charges that may be allocated to that option) result in a cancellation of such accumulation units.

Valuation of Accumulation Units

To determine the number of accumulation units that a specific transaction will purchase or cancel, we use the following formula:

dollar amount of transaction

divided by

value of one accumulation unit for the applicable

Variable Investment Option at the time of such

transaction

The value of each accumulation unit will change daily depending upon the investment performance of the Portfolio that corresponds to that Variable Investment Option and certain charges we deduct from such Investment Option. (See below under Variable Investment Option Valuation Procedures.)

Therefore, at any time prior to the Maturity Date, the portion of the Contract Value in any Variable Investment Option can be computed according to the following formula:

number of accumulation units in the applicable

Variable Investment Option

multiplied by

value of one accumulation unit for the Variable

Investment Option at that time

Variable Investment Option Valuation Procedures

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We compute the net investment return and accumulation unit values for each Variable Investment Option as of the end of each Business Day. On any date other than a Business Day, the accumulation unit value will be the same as the value at the close of the next following Business Day.

Your Value in the Fixed Investment Options

On any date, the total value of your Contract in a Fixed Investment Option equals:

the amount of Purchase Payments or transferred amounts allocated to the Fixed Investment Option, *minus*

the amount of any withdrawals or transfers paid out of the Fixed Investment Option, *minus*

the amount of any negative market value adjustments resulting from such withdrawals or transfers, *plus*

the amount of any positive market value adjustments resulting from such withdrawals and transfers, *minus*

the amount of any charges and fees deducted from that Fixed Investment Option, *plus*

interest compounded daily on any amounts in the Fixed Investment Option from time to time at the effective annual rate of interest we have declared for that Fixed Investment Option.

Table of Contents

VIII. The Annuity Period

Annuity payments are made to the Annuitant, if still living. If more than one Annuitant is living at the Maturity Date, the payments are made to the younger co-Annuitant.

Maturity Date

Your Contract specifies the Maturity Date, when payments from one of our Annuity Options are scheduled to begin. You initially choose a Maturity Date when you complete your application for a Contract. Unless we otherwise permit, the Maturity Date must be:

at least 6 months after the date the first Purchase Payment is applied to your Contract; and

no later than the maximum age specified in your Contract (normally age 95).

Subject always to these requirements, you may subsequently change the Maturity Date. Maturity Dates which occur when the Annuitant is at an advanced age, *e.g.*, past age 90, may have adverse income tax consequences. Also, if you are selecting or changing your Maturity Date for a Contract issued under a Qualified Plan, special limits apply (see IX. Federal Tax Matters). The Annuities Service Center must receive your new selection at least 31 days prior to the new Maturity Date.

Notice of Maturity Date. Under our current administrative procedures, we will send you one or more notices at least 30 days before your scheduled Maturity Date and request that you verify information we currently have on file. If you fail to verify this information, or if you do not choose an Annuity Option, do not make a total withdrawal of the Surrender Value, or do not ask us to change the Maturity Date to a later date, we will provide as a default Annuity Option A a life annuity with monthly payments guaranteed for ten years, as described in Annuity Options below.

Choosing Fixed or Variable Annuity Payments

During the Annuity Period, the total value of your Contract must be allocated to no more than four Investment Options. During the Annuity Period, we do not offer the Fixed Investment Options. Instead, we offer annuity payments on a fixed basis as one Investment Option, and annuity payments on a variable basis for *each* Variable Investment Option.

We will generally apply (1) amounts allocated to the Fixed Investment Options as of the Maturity Date to provide annuity payments on a fixed basis and (2) amounts allocated to Variable Investment Options to provide annuity payments on a variable basis. If you are using more than four Investment Options on the Maturity Date, we will divide your Contract Value pro rata among the four Investment Options with the largest values (considering all Fixed Investment Options as a single option), based on the amount of the total value of your Contract that you have in each.

We will make a market value adjustment to any remaining Fixed Investment Option amounts on the Maturity Date before we apply such amounts to an Annuity Option. We will also deduct any premium tax charge.

Once annuity payments commence, you may not make transfers from fixed to variable or from variable to fixed.

Selecting an Annuity Option

Each Contract provides, at the time of its issuance, for annuity payments to commence on the Maturity Date pursuant to Option A: Life Annuity with Payments for a Guaranteed Period for a 10 year period (discussed under Annuity Options).

Prior to the Maturity Date, you may select a different Annuity Option. However, if your Contract Value on the Maturity Date is less than \$5,000, you may only select Option A: Life Annuity with Payments for a Guaranteed Period for the 10 year period as an Annuity Option, regardless of any other election that you have made. You may not change the form of Annuity Option once payments commence.

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If the initial monthly payment under an Annuity Option would be less than \$50, we may make a single sum payment equal to the total Surrender Value of your Contract on the date the initial payment would be payable. Such single payment would replace all other benefits.

Subject to that \$50 minimum limitation, your Beneficiary may elect an Annuity Option if:

you have not made an election prior to the Annuitant's death;

the Beneficiary is entitled to payment of a death benefit of at least \$5,000 in a single sum; and

the Beneficiary notifies us of the election prior to the date the proceeds become payable.

Table of Contents

Variable Monthly Annuity Payments

During the Annuity Period, the Contract Value must be allocated to no more than four Investment Options. During the Annuity Period, we offer annuity payments on a variable basis for each Variable Investment Option. If you are using more than four Investment Options on the Maturity Date, under a deferred Contract, we will divide your Contract Value (after deducting any premium tax charge that was not deducted from Purchase Payments) among the four Investment Options with the largest values, pro rata based on the amount of the Contract Value that you have in each.

We determine the amount of the first variable monthly payment under any Variable Investment Option by using the applicable annuity purchase rate for the Annuity Option under which the payment will be made. The Contract sets forth these annuity purchase rates. In most cases they vary by the age and gender of the Annuitant or other payee.

The amount of each subsequent Variable Annuity payment under that Variable Investment Option depends upon the investment performance of that Variable Investment Option.

Here s how it works:

We calculate the actual net investment return of the Variable Investment Option (after deducting all charges) during the period between the dates for determining the current and immediately previous monthly payments.

If that actual net investment return exceeds the assumed investment rate (explained below), the current monthly payment will be larger than the previous one.

If the actual net investment return is less than the assumed investment rate, the current monthly payment will be smaller than the previous one.

Variable Investment Option Valuation Procedures

We compute the net investment return and Annuity Unit values for each Variable Investment Option as of the end of each Business Day. On any date other than a Business Day, the Annuity Unit value will be the same as the value at the close of the next following Business Day.

Assumed Investment Rate

The assumed investment rate for any variable portion of your annuity payments will be 3 1/2% per year, except as follows.

You may elect an assumed investment rate of 5% or 6%, provided such a rate is available in your state. If you elect a higher assumed investment rate, your initial Variable Annuity payment will also be higher. Eventually, however, the monthly Variable Annuity payments may be smaller than if you had elected a lower assumed investment rate.

Transfers During the Annuity Period

Some transfers are permitted during the Annuity Period, but subject to different limitations than during the Accumulation Period. Once annuity payments on a variable basis have begun, you may transfer all or part of the investment upon which those payments are based from one Subaccount to another. You must submit your transfer request to the Annuities Service Center at least **30 days before** the due date of the first annuity payment to which your transfer will apply. Transfers after the Maturity Date will be made by converting the number of **Annuity Units** being transferred to the number of Annuity Units of the Subaccount to which the transfer is made, so that the next annuity payment if it were made at that time would be the same amount that it would have been without the transfer. Thereafter, annuity payments will reflect changes in the value of the Annuity Units for the new Subaccount selected. Once annuity payments begin, no transfers may be made from payments on a fixed basis to payments on a variable basis or from payments on a variable basis to payments on a fixed basis. In addition, we reserve the right to defer the transfer privilege at any time that we are unable to purchase or redeem shares of a Portfolio. We also reserve the right to modify or terminate the transfer privilege at any time in accordance with applicable law.

Fixed Monthly Annuity Payments

The dollar amount of each fixed monthly annuity payment is specified during the entire period of annuity payments, according to the provisions of the Annuity Option selected. To determine such dollar amounts we first, in accordance with the procedures described above, calculate the amount to be applied to the **Fixed Annuity Option** as of the Maturity Date. We then subtract any applicable premium tax charge, if applicable, and divide the difference by \$1,000.

We then multiply the result by the greater of:

the applicable Fixed Annuity purchase rate shown in the appropriate table in the Contract; or

the rate we currently offer at the time of annuitization. (This current rate may be based on the sex of the Annuitant, unless prohibited by law.)

Table of Contents

Annuity Options

Here are some of the Annuity Options that are available, subject to the terms and conditions described above. We reserve the right to make available optional methods of payment in addition to those Annuity Options listed here and in your Contract.

Option A Life Annuity with Payments for a Guaranteed Period We will make monthly payments for a guaranteed period of 5, 10, or 20 years, as selected by you or your Beneficiary, and after such period for as long as the payee lives. If the payee dies prior to the end of such guaranteed period, we will continue payments for the remainder of the guaranteed period to a contingent payee, subject to the terms of any supplemental agreement issued.

Federal income tax requirements currently applicable to contracts used with Qualified Plans provide that the period of years guaranteed under Option A cannot be any greater than the joint life expectancies of the payee and his or her designated Beneficiary.

Option B Life Annuity without Further Payment on Death of Payee We will make monthly payments to the payee as long as he or she lives. We guarantee no minimum number of payments.

Option C Joint and Last Survivor We will provide payments monthly, quarterly, semiannually, or annually, for the payee's life and th