

JOHN HANCOCK LIFE INSURANCE CO USA

Form 424B3

April 28, 2014

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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, 2014

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 (JHVLIICO)** 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

500 Index Trust B
Active Bond Trust
Blue Chip Growth Trust¹
Capital Appreciation Trust¹
Equity-Income Trust¹

Global Bond Trust¹
Health Sciences Trust²
High Yield Trust¹
International Equity Index Trust B¹
International Value Trust

Mid Cap Stock Trust²
Mid Value Trust¹
Money Market Trust B
Real Estate Securities Trust¹
Short Term Government Income Trust

Small Cap Value Trust²
Total Bond Market Trust B
Total Return Trust²
Total Stock Market Index Trust²

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Financial Services Trust
Fundamental All Cap Core Trust

Lifestyle Balanced MVP
Mid Cap Index Trust²

Small Cap Growth Trust
Small Cap Index Trust²

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.

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 Investment Options 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.

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

John Hancock Annuities Service Center	Mailing Address
30 Dan Road Suite 55444	P.O. Box 55444
Canton, MA 02021-2809	Boston, MA 02205-5444
(800) 824-0335	www.jhannuities.com

0414:JHVPRO

RevDecPat 2014

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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, 30 Dan Road Suite 55444, Canton, MA 02021-2809.

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 and any other separate accounts 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.

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Guarantee Period: Under the Contract, you make a Purchase Payment to us, and we credit interest for a period of time known as the Guarantee Period.

Investment Account: An account we established 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.

Spouse: Any person recognized as a spouse in the state where the couple was legally married. The term does not include a party to a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under that state's law.

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.

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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 (the 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 were 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 purchased 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 do not 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).

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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 IX. Federal Tax Matters - 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.

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 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	Patriot				
	Declaration Variable Annuity	Variable Annuity	Revolution Access Variable Annuity	Revolution Extra Variable Annuity	Revolution Value Variable Annuity
Expenses ¹					
Withdrawal Charge	6% for the 1st year	6% for the 1st year		7% for the 1st year	7% for the 1st year
(as % of amount of the Purchase Payment that we consider to have been withdrawn) ²	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	None	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 pay periodically during the time you own the Contract. This table does *not* include fees and expenses paid at the Portfolio level.

	Declaration Variable Annuity	Patriot Variable Annuity	Revolution Access Variable Annuity	Revolution Extra Variable Annuity	Revolution Value Variable Annuity
Maximum Annual Contract Fee ¹	\$50	\$50	\$50	\$50	\$50
Current Annual Contract Fee ²	\$30	\$30	\$30	\$30	\$30

Separate Account Annual Expenses (as a percentage of Contract Value in the Variable Investment Options)³

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

Asset-Based Charge ⁴	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 ⁴	1.00%	1.00%	1.25%	1.25%	1.25%
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Optional Benefit Rider Charges⁵ (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
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Accumulated Value Enhancement (CARESolutions Plus) Rider ⁴ as a percentage of your initial Purchase Payment)	Not Offered	Not Offered	Maximum: 1.00%	Maximum: 1.00%	Maximum: 1.00%
			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 ⁵	0.15%	0.15%	Not Offered	Not Offered	Not Offered
Enhanced Death Benefit Rider ⁷	Not Offered	Not Offered	0.25%	0.25%	0.25%
Guaranteed Retirement Income Benefit Rider ⁸	Not Offered	Not Offered	0.30%	0.30%	0.30%
Nursing Home Waiver ⁸	0.05%	0.05%	Not Offered	Not Offered	Not Offered
Waiver of Withdrawal Charge (CARESolutions) Rider ⁹	Not Offered	Not Offered	Not Offered	0.10%	0.10%

¹ 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.

² 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.

³ We deduct from each of the Subaccounts a daily charge at an annual effective percentage of the Contract Value 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.

⁴ This charge is assessed on all active Contracts, including Contracts continued by a Beneficiary upon the death of the Contract Owner.

⁵ Charges for optional benefit Riders are assessed monthly. The monthly charge is 1/12th of the annual charge shown in this table.

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- ⁶ 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.
- ⁷ 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.
- ⁸ This Rider is not available for Contracts issued after April 30, 2004.
- ⁹ 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
(as a percentage of the Portfolio's average net assets for the fiscal year ended December 31, 2013)		
Range of expenses that are deducted from Portfolio assets, including management fees, and other expenses	0.25%	1.12%

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:	\$ 815	\$ 1,290	\$ 1,793	\$ 3,046
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 275	\$ 843	\$ 1,437	\$ 3,046
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:	\$ 813	\$ 1,286	\$ 1,787	\$ 3,033
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 273	\$ 839	\$ 1,431	\$ 3,033
Revolution Access Variable Annuity with:				
Enhanced Death Benefit Rider				
	1 Year	3 Years	5 Years	10 Years

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Earnings Enhancement Death Benefit Rider

Accumulated Value Enhancement Rider; and

Guaranteed Retirement Income Benefit Rider

If you surrender the Contract at the end of the applicable time period:

\$	421	\$	1,272	\$	2,133	\$	4,336
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If you annuitize, or do not surrender the Contract at the end of the applicable time period:

\$	421	\$	1,272	\$	2,133	\$	4,336
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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
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If you surrender the Contract at the end of the applicable time period:

\$	1,062	\$	1,932	\$	2,722	\$	4,430
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If you annuitize, or do not surrender the Contract at the end of the applicable time period:

\$	432	\$	1,303	\$	2,184	\$	4,430
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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:	\$ 1,061	\$ 1,749	\$ 2,447	\$ 4,418
If you annuitize, or do not surrender the Contract at the end of the applicable time period:	\$ 431	\$ 1,300	\$ 2,178	\$ 4,418

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

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.

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.

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.

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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.

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. 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 an Additional Purchase Payment after the close of a Business Day, we 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

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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 Portfolios of the Variable Investment Options 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.

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

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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 choices that are in effect on the Maturity 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 Insurance Law Requirements

Insurance laws and regulations apply to us in every state in which our Contracts were 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, Guarantee Periods, and other terms of our Contracts where special circumstances result in sales or administrative expenses, 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.

What are the tax consequences of owning a Contract?

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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.

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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, if any; 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 were allocated. You may change this investment allocation for future Investment Options to which your Purchase Payments will be allocated 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 accumulation units 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.

We do not impose a charge for transfer requests under your Contract.

Frequent Transfer Restrictions. 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 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 B 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 B Investment Option. If

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such a transfer to the Money Market B 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 B 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.

Until the close of business on July 1, 2014, you may transfer amounts out of the Lifestyle Balanced MVP into one or more other Investment Options available under your Contract with no charge, and the transfer will not count against the number of permitted transfers.

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

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.

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 electronically through the Internet. If you have not done so, we encourage you to register for electronic delivery of your transaction confirmations. 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 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.

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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 record all conversations with you. When someone contacts us by telephone and follows our procedures, we 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 are usually 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 before annuity payments start. 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;

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

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

the program will automatically terminate after the Maturity Date when payments from one of our Annuity Options begin.

We reserve the right to suspend, modify 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

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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.

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 Option 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

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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 a dollar-cost averaging program is suited for your financial needs and investment risk tolerance.

Special Transfer Service Asset Rebalancing Program

We administer an Asset Rebalancing program which enables you to specify the allocation percentage levels you would like to maintain in particular Investment Options. We automatically rebalance your Contract Value pursuant to the schedule described below to maintain the indicated percentages by transfers among the Investment Options. (Fixed Investment Options are not eligible for participation in the Asset Rebalancing program.) You must include all Contract Value in your Variable Investment Options in the Asset Rebalancing program. Other investment programs, such as a dollar-cost averaging program, or other transfers or withdrawals may not work in concert with the Asset Rebalancing program. Therefore, you should monitor your use of these other programs and any other transfers or withdrawals while the Asset Rebalancing program is being used. If you are interested in the Asset Rebalancing program, you may obtain a separate authorization form and full information concerning the program and its restrictions from your financial advisor or our Annuities Service Center. There is no charge for participation in the Asset Rebalancing program.

We permit asset 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 asset rebalancing. There is no charge for the asset 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 asset 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.

Asset-Based Charges

We deduct asset-based charges daily, 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 Contract Value in the Variable Investment Options)

Patriot

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	Declaration Variable Annuity	Variable Annuity	Revolution Access Variable Annuity	Revolution Extra Variable Annuity	Revolution Value Variable 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, to compensate us primarily for mortality and expense risks that we assume under the Contract and to compensate us, in part, for administrative and clerical services.

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

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such other sources will be less than expected. We deduct the asset-based administrative services charge daily for administrative and clerical services that the Contracts require us to provide. The rate of the mortality and expense risks and administrative services charges 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.

State or Territory	Premium Tax Rate ¹	
	Qualified Contracts	Nonqualified Contracts
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 0.08% on Purchase Payments in excess of \$500,000.

⁴ Referred to as a maintenance fee.

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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:

	Patriot				
	Declaration Variable Annuity	Variable Annuity	Revolution Access Variable Annuity	Revolution Extra Variable Annuity	Revolution Value Variable Annuity
Withdrawal Charge	6% for the 1st year	6% for the 1st year		7% for the 1st year	7% for the 1st year
(as % of amount withdrawn or surrendered) ¹	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	None	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. We calculate the amount of the withdrawal charge by multiplying the amount of the Purchase Payment being liquidated by the applicable withdrawal charge percentage shown above. The total withdrawal charge will be the sum of the withdrawal charges for the Purchase Payments being liquidated.

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. 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

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from the earliest Purchase Payment, and then from the next earliest Purchase Payment, and so 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 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 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 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.)

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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 calculate the withdrawal charge as if you had withdrawn that much more. Similarly, if the MVA results in a downward adjustment, we compute any withdrawal charge as if you had withdrawn that much less.

Other Charges

If you purchased an optional benefit Rider, we 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 (CARESolutions Plus) Rider	Not Offered	Not Offered	Maximum: 1.00% Current: 0.40%	Maximum: 1.00% Current: 0.35%	Maximum: 1.00% Current: 0.35%
(as a percentage of your initial Purchase Payment)					
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
Death Benefit Rider					
Enhanced Death Benefit Rider ³	Not Offered	Not Offered	0.25%	0.25%	0.25%
Guaranteed Retirement Income Benefit Rider ⁴	Not Offered	Not Offered	0.30%	0.30%	0.30%
Nursing Home Waiver ⁴	0.05%	0.05%	Not Offered	Not Offered	Not Offered
Waiver of Withdrawal Charge (CARESolutions) Rider	Not Offered	Not Offered	Not Offered	0.10%	0.10%

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.

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

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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 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 $\frac{1}{2}$, a 10% penalty tax (in addition to any income tax due) generally applies to any taxable portion of the withdrawal.

We 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***

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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 is 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 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;

pursuant to SEC rules, the Money Market B 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, 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 - Other Qualified Plans).

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 do 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 does 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 may have 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.

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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 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 deduct the requested amount from each applicable Investment Option in the ratio that the value of 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

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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.

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.