

Exhibit A



State of New Jersey

DEPARTMENT OF BANKING AND INSURANCE
LEGISLATION AND REGULATION

PO Box 325
TRENTON, NJ 08625-0325

TEL (609) 984-3602
FAX (609) 292-0896

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

KENNETH E. KOBYLOWSKI
Commissioner

MARY C. BEAUMONT
Director

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

June 12, 2015

ATTENTION: Corporate Secretary
John Hancock Life Insurance Company (USA)
P.O. Box 111
Boston, MA 02117-0711

RE: Andrew A. McElwee, Jr., in his capacity as the attorney-in-fact for Grace L. McElwee v. John Hancock Life Insurance Company (USA)
Superior Court of NJ, Somerset County Law Division
Docket No.: SOM-L-83-15

Dear Sir/Madam:

You are hereby notified that on this date the Commissioner of the New Jersey Department of Banking and Insurance has accepted original service of process on your behalf in the above-captioned matter. A copy of the Order, Summons and Complaint are enclosed herein.

By copy of this letter I am advising the Attorney for the Plaintiff(s) in this matter and certifying with the Clerk of the Court that this Order, Summons and Complaint have been transmitted to you, and confirming that the Commissioner of Banking and Insurance is not authorized to receive service of any further documents in this action.

Very truly yours,

Debra A. Mullen
Administrative Assistant

65838-01/INOSP

Enclosure

c: Kenneth L. McElwee, Esq.
88 East Main Street, Suite 315
Mendham, NJ 07945

Clerk of the Superior Court, Somerset County

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KENNETH L. McELWEE
Attorney At Law
88 East Main St., Suite 315
Mendham, NJ 07945
Tel. (908) 955-7231
Fax (908) 955-7232
Attorney for Plaintiff

ANDREW A. McELWEE, JR., in his capacity)
as the attorney-in-fact for Grace L. McElwee,)

Plaintiff,

v.

JOHN HANCOCK LIFE INSURANCE)
COMPANY (USA),)

Defendant.)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: SOMERSET COUNTY

Docket No. *SOM-L-83-15*

Civil Action

SUMMONS DIRECTED TO DEFENDANT
JOHN HANCOCK LIKE INSURANCE
COMPANY

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The amended complaint attached to this summons states the basis for this lawsuit. If you dispute this amended complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at:

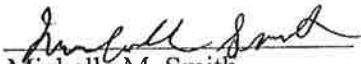
http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.)

If the amended complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at:

http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.


 Michelle M. Smith
 Clerk of the Superior Court

DATED: June 9, 2015

Defendant to be Served:
 John Hancock Insurance Company USA
 c/o Ms. Debra Mullen, Admin Assistant
 Office of Legislative & Regulatory Affairs
 New Jersey Dept. of Banking & Insurance
 20 West State St.
 P.O. Box 325
 Trenton, NJ 08625

**Directory of Superior Court Deputy Clerk's Offices
 County Lawyer Referral and Legal Services Offices**

<p>ATLANTIC COUNTY: Deputy Clerk of the Superior Court Civil Division, Direct Filing 1201 Bacharach Blvd., First Fl. Atlantic City, NJ 08401</p> <p>LAWYER REFERRAL (609) 345-3444 LEGAL SERVICES (609) 348-4200</p>	<p>BERGEN COUNTY: Deputy Clerk of the Superior Court Civil Division, Room 115 Justice Center, 10 Main St. Hackensack, NJ 07601</p> <p>LAWYER REFERRAL (201) 488-0044 LEGAL SERVICES (201) 487-2166</p>
<p>BURLINGTON COUNTY: Deputy Clerk of the Superior Court Central Processing Office Attn: Judicial Intake First Fl., Courts Facility 49 Rancocas Rd. Mt. Holly, NJ 08060</p> <p>LAWYER REFERRAL (609) 261-4862 LEGAL SERVICES</p>	<p>CAMDEN COUNTY: Deputy Clerk of the Superior Court Civil Processing Office Hall of Justice 1st Fl., Suite 150 101 South 5th Street Camden, NJ 08103</p> <p>LAWYER REFERRAL (856) 482-0618 LEGAL SERVICES</p>

(609) 261-1088	(856) 964-2010
<p>CAPE MAY COUNTY: Deputy Clerk of the Superior Court 9 N. Main Street Cape May Court House, NJ 08210</p> <p>LAWYER REFERRAL (609) 463-0313 LEGAL SERVICES (609) 465-3001</p>	<p>CUMBERLAND COUNTY: Deputy Clerk of the Superior Court Civil Case Management Office 60 West Broad Street P.O. Box 10 Bridgeton, NJ 08302</p> <p>LAWYER REFERRAL (856) 696-5550 LEGAL SERVICES (856) 691-0494</p>
<p>ESSEX COUNTY: Deputy Clerk of the Superior Court Civil Customer Service Hall of Records, Room 201 465 Dr. Martin Luther King Jr. Blvd. Newark, NJ 07102</p> <p>LAWYER REFERRAL (973) 622-6204 LEGAL SERVICES (973) 624-4500</p>	<p>GLOUCESTER COUNTY: Deputy Clerk of the Superior Court Civil Case Management Office Attn: Intake First Fl., Court House 1 North Broad Street Woodbury, NJ 08096</p> <p>LAWYER REFERRAL (856) 848-4589 LEGAL SERVICES (856) 848-5360</p>
<p>HUDSON COUNTY: Deputy Clerk of the Superior Court Superior Court, Civil Records Dept. Brennan Court House--1st Floor 583 Newark Ave. Jersey City, NJ 07306</p> <p>LAWYER REFERRAL (201) 798-2727 LEGAL SERVICES (201) 792-6363</p>	<p>HUNTERDON COUNTY: Deputy Clerk of the Superior Court Civil Division 65 Park Avenue Flemington, NJ 08822</p> <p>LAWYER REFERRAL (908) 236-6109 LEGAL SERVICES (908) 782-7979</p>
<p>MERCER COUNTY: Deputy Clerk of the Superior Court Local Filing Office, Courthouse 175 S. Broad Street, P.O. Box 8068 Trenton, NJ 08650</p> <p>LAWYER REFERRAL (609) 585-6200 LEGAL SERVICES (609) 695-6249</p>	<p>MIDDLESEX COUNTY: Deputy Clerk of the Superior Court, Middlesex Vicinage 2nd Floor - Tower 56 Paterson Street, P.O. Box 2633 New Brunswick, NJ 08903-2633</p> <p>LAWYER REFERRAL (732) 828-0053 LEGAL SERVICES (732) 249-7600</p>
<p>MONMOUTH COUNTY: Deputy Clerk of the Superior Court Court House P.O. Box 1269 Freehold, NJ 07728-1269</p>	<p>MORRIS COUNTY: Morris County Courthouse Civil Division Washington and Court Streets P. O. Box 910 Morristown, NJ 07963-0910</p>

<p>LAWYER REFERRAL (732) 431-5544 LEGAL SERVICES (732) 866-0020</p>	<p>LAWYER REFERRAL (973) 267-5882 LEGAL SERVICES (973) 285-6911</p>
<p>OCEAN COUNTY: Deputy Clerk of the Superior Court 118 Washington Street, Room 121 P.O. Box 2191 Toms River, NJ 08754-2191</p> <p>LAWYER REFERRAL (732) 240-3666 LEGAL SERVICES (732) 341-2727</p> <p>SALEM COUNTY: Deputy Clerk of the Superior Court Attn: Civil Case Management Office 92 Market Street Salem, NJ 08079</p> <p>LAWYER REFERRAL (856) 935-5629 LEGAL SERVICES (856) 691-0494</p>	<p>PASSAIC COUNTY: Deputy Clerk of the Superior Court Civil Division Court House 77 Hamilton Street Paterson, NJ 07505</p> <p>LAWYER REFERRAL (973) 278-9223 LEGAL SERVICES (973) 523-2900</p> <p>SOMERSET COUNTY: Deputy Clerk of the Superior Court Civil Division P.O. Box 3000 40 North Bridge Street Somerville, N.J. 08876</p> <p>LAWYER REFERRAL (908) 685-2323 LEGAL SERVICES (908) 231-0840</p>
<p>SUSSEX COUNTY: Deputy Clerk of the Superior Court Sussex County Judicial Center 43-47 High Street Newton, NJ 07860</p> <p>LAWYER REFERRAL (973) 267-5882 LEGAL SERVICES (973) 383-7400</p>	<p>UNION COUNTY: Deputy Clerk of the Superior Court 1st Fl., Court House 2 Broad Street Elizabeth, NJ 07207-6073</p> <p>LAWYER REFERRAL (908) 353-4715 LEGAL SERVICES (908) 354-4340</p>
<p>WARREN COUNTY: Deputy Clerk of the Superior Court Civil Division Office Court House 413 Second Street Belvidere, NJ 07823-1500</p> <p>LAWYER REFERRAL (908) 859-4300 LEGAL SERVICES (908) 475-2010</p>	

KENNETH L. McELWEE
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 88 EAST MAIN ST., SUITE 315
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 TEL. (267) 880-6920
 FAX (267) 880-6884
 ATTORNEY FOR PLAINTIFF
 ANDREW A. McELWEE, JR., In His
 Capacity as Attorney-in-Fact
 For Grace McElwee and All Others
 Similarly Situated)

)	SUPERIOR COURT OF NEW JERSEY
ANDREW A. McELWEE, JR., (In his)	LAW DIVISION; SOMERSET
Capacity as Attorney-in-Fact for)	COUNTY
Grace H. McElwee, and on behalf)	Docket No. SOM-L-83-15
Of all those similarly situated),)	
)	
Plaintiffs,)	Civil Action
)	
v.)	
)	AMENDED CLASS ACTION
)	COMPLAINT AND DEMAND
)	FOR JURY TRIAL
JOHN HANCOCK LIFE INSURANCE)	
COMPANY (USA),)	
)	
Defendant.)	

Plaintiff, Andrew A. McElwee, Jr., in his capacity as the attorney-in-fact for Grace L. McElwee, alleges as follows:

The Parties

1. Andrew A. McElwee, Jr., is the son and attorney-in-fact for his 89-year old mother, Grace L. McElwee, who resides at 9000 Fellowship Road, Apartment 204, Basking Ridge, New Jersey. Grace L. McElwee is no longer mentally or physically able to

handle her affairs and plaintiff has power of attorney over her financial and other affairs.

2. John Hancock Life Insurance Company (USA) (hereinafter "John Hancock") is a corporation of the Commonwealth of Massachusetts, having its principal place of business located at 601 Congress Street, Boston Massachusetts 02117. John Hancock is licensed by the New Jersey Department of Banking and Insurance to do business in this State and has its New Jersey office located at 90 Matawan Road, Suite 103, Matawan, New Jersey 07747.

Venue

3. Venue is properly laid in Somerset County since defendant regularly does business in the County of Somerset, State of New Jersey and is registered as a licensed insurer by the New Jersey Department of Banking and Insurance.

4. Venue is properly laid in Somerset County since Grace L. McElwee, plaintiff's legal principal and the beneficiary of the instant litigation, is a resident of Basking Ridge, Somerset County, New Jersey.

Class Action Allegations

5. Plaintiff brings this matter as a class action, pursuant to R. 4:32-1 et seq., on behalf of Grace L. McElwee and all John Hancock insureds, their assignees, subrogees, heirs, devisees and personal representatives (hereinafter the "Class"),

who have (1) who have been denied coverage for room-and-board expenses with respect to John Hancock's Plan for Long Term Health Insurance (hereinafter the "Policy") and/or (2) who have been improperly denied claims for long-term care charges that were allegedly covered by Medicare and/or (3) have been denied all or a portion of their right to payment and/or have receive delayed payments as a result of John Handcock's bad faith, breach of the implied covenant of good faith and fair dealing and/or malicious conduct in the enforcement of the Policy.

6. This Action is properly maintained as a statewide class action because the Class consists of all persons who reside or have contracted in the State of New Jersey with John Hancock for long for long term health insurance coverage under the Plan.

7. The Class satisfies all the requirements of New Jersey Court Rule 4:32-1 *et seq.*, for maintaining a class action because:

Upon information and belief, the Class is so numerous that joinder of all members is impracticable because there are hundreds and (perhaps) thousands of persons who have been improperly denied benefits under the Plan.

Upon information and belief, the Class is so numerous that joinder of all members is impracticable because there are hundreds (if not thousands) of persons who have been denied prompt processing of their claims for coverage under the Plan;

There exist questions of law and fact which are common or the Class and which predominate over questions

affecting any individual Class member. These common questions of law and fact include, without limitation:

- Whether defendants are entitled to claim the right to a subsidy from Class members as a result of their purchasing long term health care from third-party providers;
- Whether defendant's *modus operandi* as to its obligation for the payment of Class members' claims establishes actionable delay as to Defendant's legal duty to process claims with reasonable promptness.
- Whether the Class has sustained compensable damages as a result of Defendant's wrongdoing and if so, what is the proper measure of their damages;

Whether the Class is entitled to declaratory or injunctive relief.

Plaintiff's claims are typical of the Class, which all arise from the same operative facts and are based on the same legal theories;

Plaintiff has no interest adverse or antagonistic to the interest of the other members of the Class;

Plaintiff will fairly and adequately protect the interest of the Class and has retained experienced and competent attorneys to represent the Class.

A Class Action is superior to other methods for the fair and efficient adjudication of the claims herein asserted.

Plaintiff anticipates that no unusual difficulties are likely to be encountered in the management of this class action

A Class Action will permit large numbers of similarly situated persons to prosecute their common claims in a single forum simultaneously and without the duplication of effort and expense that numerous individual actions would engender.

Class treatment will also permit the adjudication of relatively small claims by many Class members who could not otherwise afford to seek legal redress for the wrongs complained of herein.

Absent a Class Action, class members will continue to suffer monetary damages.

If Defendant's conduct is allowed to proceed without remedy, it will continue to reap and retain the proceeds of their ill-gotten gains.

Defendants have acted on grounds generally applicable to the entire Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

THE FACTS

Grace McElwee's Long-Term Care Policy with John Hancock

8. On January 10, 2002, when Grace L. McElwee was 76 years old, she contracted with John Hancock to purchase a long-term care insurance policy [hereinafter the "Policy"] in the event that she became in need of "Substantial Assistance" in performing "Activities of Daily Living" or suffered from "Cognitive Impairment" as those terms are defined under the Policy.

9. Since purchasing her Policy, Grace L. McElwee has paid John Hancock premiums in excess of \$83,000.

10. Pursuant to the Policy, John Hancock's duty to pay an insured for the costs of long-term care is triggered 100 days after an insured, who has been receiving services at a Nursing

Home or Assisted Care Living facility, is declared to be (a) in need of "Substantial Assistance with Activities of Daily Living" and/or (b) "Cognitively Impaired". [Hereinafter, this 100-day period shall be referred to as the "Elimination Period"].

11. On November 6, 2012, Grace L. McElwee became in need of "Substantial Assistance with Activities of Daily Living" and was "Cognitively Impaired" while she was confined (i) at a "Nursing Home" and, thereafter, (ii) at an "Assisted Care Living Facility", thereby making February 15, 2013, the termination of the Elimination Period under the Policy.

12. Since the effective date of coverage (*i.e.*, February 15, 2013), Grace McElwee has been "confined" to either a "Nursing Home" where she has received "Nursing Care" or to an "Assisted Care Living Facility" where she receives "Custodial Care".

13. Paragraph 2.13 of the Policy defines "Nursing Care" as "services performed by or under the continual, direct and immediate supervision of a registered nurse, licensed practical nurse or licensed vocational nurse, on-site twenty-four (24) hours per day" at a facility which is "licensed or certified and operated to provide Nursing Care for a charge (including room and board)." [See Policy, ¶ 2.13 (emphasis supplied)].

14. Thus, the Policy expressly states that room-and-board charges constitute a component of "Nursing Home" costs.

15. The Policy defines "Custodial Care" in relevant part as "care ordered by a Physician due to [a patient's] Cognitive Impairment or to assist [the patient] in the Activities of Daily Living" [see Policy ¶ 2.3] to be undertaken at a facility which "has 24-hour on-site staff to provide Custodial Care" and which provides "'Custodial Care' services for a charge, including room and board. . . ." [See ¶ Policy 2.16 (emphasis supplied)].

16. Thus, the Policy expressly states that room-and-board charges constitute a component of "Assisted Care Living" costs.

17. Under the Policy, "Charges" which are compensable are defined by negative implication, being delineated as all charges for "Nursing Care" or "Custodial Care" ordered at either a Nursing Home or an Assisted Care Living Facility except for:

Physician's charges; hospital and laboratory charges; prescription or non-prescription medication; medical supplies, durable medical equipment; transportation; and items and services furnished at [the insured's] request for beautification, comfort, convenience or entertainment.

[See Policy ¶ 2.14].

18. Thus, "room-and-board" costs are not excepted as charges under the Policy for either "Nursing Care" or "Custodial Care", and those room-and-board charges are, therefore, compensable under the Policy.

19. John Hancock is required to pay Grace L. McElwee for

"Nursing Care" and "Custodial Care" charges which include her costs of room and board as well as any charges for "Nursing Care" or "Custodial Care" not expressly exempted from coverage.

20. John Hancock has refused to pay Grace McElwee for room-and-board and other non-exempt charges while being "confined" to both "Nursing Home" and "Assisted Care Living" facilities.

COUNT I
(Breach of Contract)

**John Hancock's *Modis Operandi* of Unlawfully Claiming
A Room-and-Board Subsidy from a Sector of Its Insureds**

21. Plaintiff repeats and realleges paragraphs 1 through 20 of this Class Action Complaint as if more fully set forth herein.

22. Upon information and belief, there exists a class of John Hancock insureds who have become either "Cognitively Impaired" or in need of "Substantial Assistance with Activities of Daily Living" while living in their own homes or apartments. [Hereinafter, this class of John Hancock insureds shall be referred to as the "Non-Subsidizing Class"].

23. As to members of the Non-Subsidizing Class, John

Hancock pays for charges provided by "Nursing Homes" or "Assisted Care Living Facilities", including room and board, upon the expiration of the 100-day Elimination Period.

24. Grace McElwee, on the other hand, belongs to a class of John Hancock insureds who have become either "Cognitively Impaired" or in need of "Substantial Assistance with Activities of Daily Living" while residing at retirement communities that happen to provide residents with "Assisted Living" or "Nursing Home" care if necessary. [This class of John Hancock insureds shall be hereinafter referred to as the "Subsidizing Class"].

25. John Hancock's *modus operandi* as to members of the Subsidizing Class is to refuse to pay the room-and-board component of "Nursing Home" or "Assisted Care Living" costs, supposedly because members of the Subsidizing Class had already been receiving room and board from the retirement community operator before their confinement to either Nursing Home or Assisted Care Living facilities.

26. However, before becoming either (i) "Cognitively Impaired" or (ii) in need of "Substantial Assistance with Activities of Daily Living", members of the Subsidizing Class in fact paid a room-and-board component of the retirement community operator's overall charges.

27. There is no logical reason for John Hancock to justify discriminating between (i) an insured who had paid room

and board directly to vendors thereof and (11) an insured who had paid a retirement community operator a room-and-board component of its overall charges.

28. John Hancock has breached its duty under the Policy to pay the Subsidizing Class members the room-and-board components of "Nursing Home Care" and "Assisted Living Care" costs.

**John Hancock's Modus Operandi of Failing
To Account for Its Denial of Claims as to That
Class of Insureds Who Receive Medicare Benefits**

29. During the fall of 2014, while residing at an "Assisted Care Living", Grace L. McElwee fell and fractured her leg, requiring her to undergo surgery and concomitant temporary hospitalization.

30. Months have passed since Grace McElwee was discharged from the hospital to a "Nursing Home" and, eventually, to an "Assisted Care Living" facility.

31. Since the date of Grace L. McElwee's accident, John Hancock has (without providing any written explanation whatsoever) refused to pay any portion of her "Nursing Home" or "Assisted Care Living" charges, verbally stating that because she has received Medicare payments since her fall, she is not entitled to any payments under the Policy.

32. Paragraph 3.1 of the Policy provides that John Hancock will not pay for care or treatment to the extent such benefits are available under Medicare.

33. For several months, John Hancock has failed to provide a written breakdown of charges that have been paid by Medicare, and, as a result, it is impossible to evaluate whether or not John Hancock has paid to plaintiff all charges for "Nursing Home" care or "Assisted Living" care to which she is entitled under the Policy.

WHEREFORE, Plaintiff demands judgment in his favor and against defendant John Hancock Life Insurance Company (USA) as follows:

For compensatory damages in the full amount of the Policy's benefit limits for all charges not compensable by Medicare;

For post-judgment interest thereon;

For an Order requiring John Hancock to provide to plaintiff and all those similarly situated an accounting of all costs that are and are not compensable under Medicare; and

For any other relief that this Court deems just and proper.

COUNT II

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

34. Plaintiff repeats and realleges paragraphs 1 Through 33 of this Class Action Complaint as if set Forth fully herein.

35. Since April 15, 2014, John Hancock has routinely engaged in bad faith administration of its long-term care insurance policies as a matter of corporate practice and procedure, purposefully engaging in one or more of the following unconscionable activities as:

- (a) Deceptive practices or deliberate misrepresentation to avoid paying claims;
- (b) Deliberate misinterpretation of records or policy language to avoid coverage;
- (c) Unreasonable delays in responding to insured's inquires for clarification as to their rights and obligations under insurance policies;
- (d) Unreasonable delay in resolving claims;
- (e) Use of improper standards to deny claims;
- (f) Arbitrary or unreasonable demands for proof of loss;
- (g) Failing to explain applicable policy provisions and exclusions;
- (h) Purposefully answering insureds' inquiries' concerning coverage with vague and ambiguous responses designed either to mislead the insured or dupe the insured into not taking effective or timely action to enforce the policy;
- (i) Notwithstanding John Hancock's actual knowledge that many of its insureds who have purchased Long Term Care Insurance are of advanced age, and/or mentally incompetent and/or represented by a guardian or attorney-in-fact, John Hancock nevertheless delivers its coverage decisions and policy determinations directly to its elderly, demented insureds.
- (j) John Hancock's intentional corporate policy, practice and procedure in engaging in one or more of the above activities towards Grace McElwee and other insureds not only constitutes breach of he implied covenant of good

faith and fair dealing, but it also constitutes wantonly reckless or malicious conduct that rises to the level of "egregious circumstances" warranting an award of punitive damages under Pickett v. Lloyd's, 131 N.J. 457 (1993).

36. John Hancock should be equitably estopped from denying all or any part of a claim for reimbursement for long term care made by Grace McElwee for engaging in any single activity alleged in paragraph 35(a) through (j).

37. Based upon the foregoing, John Hancock denied payment of benefits to Grace McElwee and other persons similarly situated in bad faith and, in so doing, breached its implied covenant of good faith and fair dealing.

WHEREFORE, Plaintiff demands judgment in his favor and against defendant John Hancock Life Insurance Company (USA) as follows:

For Compensatory damages in the full amount of the Policy's benefit limits;

For consequential damages;

For punitive damages;

For pre-judgment and post-judgment interest thereon, and

For any other relief that this Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

KENNETH L. McELWEE
Attorney for Plaintiff
Andrew A. McElwee, Jr. (in
His Capacity as the
Attorney-in-Fact
for Grace L. McElwee)

By: *Kenneth L. McElwee*
Kenneth L. McElwee

ATED: February 5, 2015

CERTIFICATION PURSUANT TO R.4:5-1

The undersigned hereby certifies that the within matter in controversy is not the subject of any other contemplated or current action pending in any other court or of a pending arbitration proceeding, except as follows:

- a. An anticipated action brought by New Jersey's Department of Banking and Insurance pursuant to for defendant's bad faith claims policies and practices;
- b. A possible private cause of action brought by plaintiff in the event that the Consumer Protection Act of 2012, (New Jersey Senate Bill S766) is enacted into law;

There are no other known parties who should be joined in this action at this time. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing

statements made by me are willfully false, I am subject to
punishment.


Kenneth L. McElwee

DATED: February 5, 2015