



AMERICAN HERITAGE LIFE INSURANCE COMPANY
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A Stock Company

GROUP WHOLE LIFE INSURANCE POLICY

POLICYHOLDER: MEMPHIS FURNITURE GROUP LLC DBA OFFICE INTERIORS
POLICY NUMBER: 51733
POLICY EFFECTIVE DATE: January 1, 2021
POLICY ANNIVERSARY DATE: January 1, 2022 and the first day of January each calendar year thereafter.
GOVERNING JURISDICTION: Tennessee

American Heritage Life Insurance Company (referred to as we, us, or our) agrees to pay the benefits described in this policy, subject to all of the definitions, terms, conditions, and provisions in this policy, the certificates, and any attached rider(s).

We issue this policy, the certificates, and any attached rider(s) based on the policyholder's and the employee's applications and enrollment forms and in return for the payment of required premiums. Premiums are payable to us. The first premium is due on the effective date of this policy.

This policy may be changed in whole or in part. The approval must be in writing, signed by one of our executive officers, and endorsed on or attached to this policy. No other person, including an agent, may change this policy or waive any part of it.

This policy may include enrollment, risk management, and other support services related to the policyholder's benefit program.

This policy is delivered in and is governed by the laws of the governing jurisdiction and, to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA).

PLEASE READ THIS POLICY CAREFULLY!

This policy is a legal contract between American Heritage Life Insurance Company and the policyholder. The policyholder should read this policy carefully and contact us promptly with any questions.

Signed for American Heritage Life Insurance Company at its home office in Jacksonville, Florida.

Secretary

President

**GROUP WHOLE LIFE INSURANCE
 MATURITY BENEFIT PAID TO THE CERTIFICATE HOLDER ON THE MATURITY DATE IF
 THE INSURED IS LIVING ON THAT DATE
 DEATH BENEFIT PAYABLE AT DEATH OF INSURED PRIOR TO MATURITY DATE
 NON-PARTICIPATING – NO DIVIDENDS**

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POLICY SPECIFICATIONS

POLICY EFFECTIVE DATE:	This policy will take effect on the effective date shown on page 1.
ELIGIBLE CLASS(ES):	All full-time active employees of the policyholder who work 30 or more hours a week. Eligible Dependents: Spouse and Child(ren) of eligible employees.
ELIGIBILITY WAITING PERIOD:	First of the month following 60 days
LIFE INSURANCE BENEFIT:	Amount selected by the employee – Up to \$250,000
ADDITIONAL BENEFITS:	
Portability Privilege	Insured's Life Insurance Benefit amount, up to \$250,000
Other Support Services	This policy may include enrollment, risk management, and other support services related to the policyholder's benefit program.
ADDITIONAL RIDERS:	
Accelerated Death Benefit for Terminal Illness or Condition Rider	75% of Insured's Life Insurance, up to \$100,000
OPTIONAL RIDERS:	
Children's Term Rider	Amount selected by the employee
Accelerated Death Benefit for Long Term Care Rider	Acceleration Percentage: 4%

POLICY SPECIFICATIONS (Continued)

ISSUE LIMITS: Subject to a minimum life insurance amount of \$5,000

Guaranteed Issue (GI) Limits: (subject to eligibility requirements)

Employee	Working Spouse	Non-Working Spouse	Child(ren)
Subject to an overall maximum life insurance amount of: \$50,000 for ages 18-65	N/A	N/A	N/A

Contingent Guaranteed Issue (CGI) Limits: (subject to contingent guaranteed issue eligibility requirements)

Employee	Working Spouse	Non-Working Spouse	Child(ren)
N/A	Subject to an overall maximum life insurance amount of: \$20,000 for ages 18-65	Subject to an overall maximum life insurance amount of: \$10,000 for ages 18-65	N/A

Simplified Issue (SI) Limits: (subject to simplified issue eligibility requirements and evidence of insurability)

Employee	Working Spouse	Non-Working Spouse	Child(ren)
Subject to an overall maximum life insurance amount of: \$250,000 for ages 18-80	Subject to an overall maximum life insurance amount of: \$150,000 for ages 18-80	Subject to an overall maximum life insurance amount of: \$50,000 for ages 18-80	Subject to an overall maximum life insurance amount of: \$50,000 for ages 0-25

POLICY SPECIFICATIONS (Continued)

ANNUAL PREMIUM RATE:

Rates per \$1,000 of Life Insurance Benefits – Based on Issue Age of the Insured		
Issue Age Band	Non-Tobacco	Tobacco
0-17	\$6.03	N/A
18	\$6.45	N/A
19-25	\$6.45	\$10.75
26-30	\$8.04	\$13.39
31-35	\$10.22	\$16.63
36-40	\$13.27	\$21.25
41-45	\$17.31	\$27.52
46-50	\$23.14	\$35.91
51-55	\$31.93	\$47.60
56-60	\$45.49	\$63.76
61-65	\$64.96	\$83.99
66	\$76.15	\$97.17
67	\$82.16	\$104.06
68	\$94.30	\$112.32
69	\$97.19	\$120.66
70	\$104.75	\$129.12
71	\$113.21	\$138.50
72	\$122.38	\$148.99
73	\$132.72	\$160.51
74	\$144.18	\$173.35
75	\$156.97	\$187.71
76	\$171.36	\$203.78
77	\$187.54	\$221.70
78	\$205.69	\$241.61
79	\$226.05	\$263.70
80	\$248.86	\$288.16

Rates per \$1,000 of Group Whole Life Accelerated Death Benefit for Long Term Care (GWLTC) – Based on Issue Age of the Rider Insured	
Issue Age Band	
18-25	\$0.06
26-30	\$0.11
31-35	\$0.20
36-40	\$0.34
41-45	\$0.59
46-50	\$1.04
51-55	\$1.78
56-60	\$2.96
61-65	\$4.54
66-70	\$7.03

Rates per \$1,000 of Children’s Term Rider – Based on Issue Age of the Insured	
Issue Age Band	
18-65	\$5.46

POLICY SPECIFICATIONS (Continued)

PREMIUM DUE: January 1, 2021 and the first day of each calendar month thereafter.

All premiums must be sent to us on or before the premium due date. The premium must be paid in United States dollars.

TOBACCO RATING BASIS: Tobacco/Non-Tobacco

MINIMUM PARTICIPATION REQUIREMENT

The minimum participation required by the governing jurisdiction or a minimum of 5 insured employees, whichever is greater, is required to issue this policy.

DIVISIONS, SUBSIDIARIES, OR AFFILIATED COMPANIES

These are the policyholder's divisions, subsidiaries, or affiliates listed below. The policyholder may act for and on behalf of any and all of these in all matters that pertain to this policy. Every act done by, agreement made with, or notice given to the policyholder will be binding on them.

Name

Location (City and State)

None

DEFINITIONS

(May contain definitions that are not included in the coverage selected)

Active employment or **actively employed** means the employee or member is working for his or her employer for earnings that are paid regularly, and that he or she is performing the material and substantial duties of his or her regular occupation. For the purposes of this coverage, the employee or member:

1. must be working at least the minimum number of hours as described under Eligible Class(es); and
2. will be deemed to be in active employment on weekends or employer approved vacations, holidays, or business closures if the employee or member was actively employed on the last scheduled work day preceding such time off.

The employee's or member's work site must be:

1. his or her employer's usual place of business; or
2. an alternative work site at the direction of his or her employer; or
3. a location to which his or her job requires him or her to travel.

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness, or injury, those days are not considered active employment.

Attained age means an insured's age on his or her last birthday as of the most recent certificate anniversary date (or the certificate effective date if a certificate has been in force less than 1 year).

Beneficiary means any person or entity named by a certificate holder in our records or under the terms of this policy to receive the benefits payable under this policy and any attached rider(s).

Cash value means the value as described in a certificate. The cash value is determined from the Table of Guaranteed Values shown in the certificate for the age and certificate year of an insured based on the period for which premiums have been paid.

Certificate means a document that describes the terms of the coverage made available to the eligible employees or members of the policyholder and their eligible dependents. It provides evidence of the coverage provided to an insured under this policy.

Certificate anniversary date means the same day and month each year as the certificate effective date for each succeeding year the certificate remains in force.

Certificate effective date means the effective date of coverage under the certificate and is the date upon which certificate years, certificate anniversary dates, and premium due dates are based. The certificate effective date is shown in the certificate.

Certificate debt means the sum of all unpaid certificate loans plus unpaid accrued certificate loan interest.

Certificate holder means the employee or member to whom all rights and privileges under the certificate and any attached rider(s) belong during the lifetime of the insured. The certificate holder may be someone other than the insured. The certificate holder is designated on the enrollment form and/or evidence of insurability form as the owner.

Certificate month means a one month period which begins on a monthly date and ends the day before the next monthly date. The first certificate month begins on the certificate effective date.

Certificate year means the period from the certificate effective date to the first certificate anniversary date or from one certificate anniversary date to the next. A certificate year does not include the certificate anniversary date at the end of the certificate year.

DEFINITIONS (Continued)

Child means an unmarried person under age 19, or under age 26 if a full-time student, who is a citizen or resident alien of the United States or one of its territories, and who is the employee's or member's:

1. natural child;
2. stepchild, which means a child of the employee's or member's spouse by a past marriage or relationship;
3. legally dependent grandchild; or
4. adopted child.

He or she cannot be covered as a child or a rider insured child if he or she is an insured under a certificate.

Eligible dependents means the person(s) listed in the Policy Specifications.

Employee means a person who is a citizen or resident alien of the United States or one of its territories and in active employment with the policyholder. The employee may exercise all applicable rights provided by his or her certificate and any attached rider(s).

Enrollment form means any form or electronic process acceptable to us that is used to enroll for benefits under this policy.

Evidence of insurability means a statement or proof of a person's medical history on a form or electronic process approved by us that will be used to determine whether the person is approved for the coverage requested.

Grace period means a period of 31 days following each premium due date, after the first premium payment.

In force means coverage that remains in effect and has not terminated.

Insured means the person accepted for coverage by us and whose name is shown in the certificate.

Issue age means the insured's age on the date the certificate was issued as shown in the certificate.

Loan value means the maximum amount the certificate holder may borrow according to the provisions of this policy and his or her certificate.

Material and substantial duties means duties that:

1. are normally required for the performance of the employee's or member's regular occupation; and
2. cannot be reasonably omitted or modified. If the employee or member is required to work on average in excess of 40 hours per week, we will consider him or her able to satisfy that requirement if he or she is working or has the capacity to work 40 hours per week.

Maturity date means the certificate anniversary date on or immediately following the insured's 121st birthday and is shown in the certificate.

Member means an actively employed member in good standing in the labor union or association named as the policyholder and who is a citizen or resident alien of the United States or one of its territories.

Monthly date means the same day of each month as the certificate anniversary. If this date is not a day in the calendar, the monthly date is the first day of the next month.

Net surrender value means the cash value minus any certificate debt.

DEFINITIONS (Continued)

Physician means a person who is licensed to practice medicine or treat illness in the state or territory in which treatment is received. The physician cannot be the employee or member or a member of his or her family by blood, marriage, or adoption.

Policy means this group contract, which governs the coverage made available to eligible employees or members of the policyholder and their eligible dependents.

Policy anniversary date means the same day and month each year as the policy effective date for each succeeding year this policy remains in force.

Policyholder means the entity through which we make this group coverage available. The policyholder is shown on page 1 of this policy.

Proof of loss means written evidence satisfactory to us that a person has satisfied the conditions and requirements for a benefit described in the certificate and any attached rider(s). The proof of loss must establish:

1. the nature and extent of the loss or condition;
2. our obligation to pay the claim; and
3. the claimant's right to receive payment.

Proof of death means a certified copy of the death certificate or other lawful evidence providing equivalent information.

Rider means additional or optional benefit(s) elected by the policyholder and attached to this policy. No coverage is available under a rider unless elected and attached as an additional or optional benefit to the certificate.

Rider effective date means the effective date of coverage under a rider. The rider effective date is the policy effective date, unless the rider is applied for at a later date. If that rider is applied for at a later date, the rider effective date is the effective date assigned by our home office.

Rider insured means the person whose life is insured under a rider.

Spouse means the person who is a citizen or resident alien of the United States or one of its territories and to whom the employee or member is legally married or who is required to be covered as the employee's or member's spouse under the civil union, domestic partnership, or other family or domestic relations laws of the employee's or member's state of residence.

Domestic partnership means a relationship where both the employee or member and his or her same-sex or opposite-sex partner are considered domestic partners according to the law of the employee's or member's state of residence. If the employee's or member's state of residence has no domestic partnership law, the relationship must satisfy the definition of domestic partnership as defined by the policyholder.

A spouse must be at least age 18, but not older than age 80 to be eligible for coverage.

He or she cannot be covered as a spouse or a rider insured if he or she is an insured under the policy.

We, us, or our mean American Heritage Life Insurance Company.

Written or writing means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law and acceptable by us.

You or your means the policyholder as shown in the Application for Group Insurance form.

POLICYHOLDER PROVISIONS

APPLICATION FOR GROUP INSURANCE

You must submit to us an executed Application for Group Insurance form electing to participate in this Group Whole Life Insurance Policy.

POLICYHOLDER DUTIES

Your duties include, but are not limited to, the following:

1. Provide to us any and all information we determine is necessary for the enrollment and determination of eligibility of your employees or members and their eligible dependents. You must also provide us with all information necessary to underwrite the coverage, to calculate premiums, to maintain necessary administrative records, and to manage claims.
2. Maintain records pertaining to the insurance provided under this policy, for which we may reasonably require information while this policy is in force and for 2 years after this policy terminates. You must also allow us to examine these records at any reasonable time during normal business hours.
3. Upon our request, you will deliver any required notices regarding this insurance to certificate holders.

ENTIRE POLICY

The entire policy consists of this group contract; any attached rider(s), amendment(s), or endorsement(s); any schedule(s); and the Application for Group Insurance form. For all purposes related to the coverage issued under this policy, you act as an agent of the certificate holder. Therefore, you do not act as our agent for any purposes related to coverage provided under this policy.

POLICY INCONTESTABILITY

Any statement made by you will be considered a representation and not a warranty. We rely on the statements made in the Application for Group Insurance form for this policy. We will not use any statement you make to void this policy after it has been in force for 2 years from the date of issue.

CLERICAL ERROR

If any clerical error is made by us or you, the premiums and/or benefits will be adjusted according to the correct data. An error will not end insurance validly in force, nor will it continue insurance validly terminated. Complete proof must be supplied by you documenting any clerical errors.

TIME PERIODS

All periods affecting this policy begin and end at 12:01 a.m. at your address of record.

All periods affecting a certificate holder's coverage begin and end at 12:01 a.m. at his or her address of record.

CHANGE(S) IN THIS POLICY

The terms of this policy may not be changed unless one of our executive officers approves it in writing. Any approved change will be added to this policy in writing.

This policy will automatically comply with any state or federal law or regulation, including tax law, as of the effective date of such law or regulation, even if we have not notified you of the change or this policy has not been amended.

EFFECTIVE DATE OF CHANGES

Unless we agree otherwise in writing, the effective date of any change in benefits offered under this policy will be the first day of the month that immediately follows the date we send notice of the change in benefits and corresponding change in premium rates.

POLICYHOLDER PROVISIONS (Continued)

COMPLIANCE WITH FEDERAL LAWS

We reserve the right to amend this policy to comply with:

1. requirements of the Internal Revenue Code;
2. any regulations or rulings issued under the Internal Revenue Code; and
3. any other requirements imposed by the Internal Revenue Service.

We will give the policyholder a copy of any such amendment(s).

This policy is intended to qualify as life insurance under the Internal Revenue Code. Accordingly, the provisions of this policy are to be interpreted, and will be administered by us, to ensure tax qualification.

TERMINATION OF THIS POLICY

This policy and all attached rider(s) will terminate at the earliest of the following events:

1. if any premium payable is not paid within the grace period, this policy will terminate on the 32nd day after the premium due date;
2. if you submit a 60-day advance notice to us to terminate this policy, this policy will terminate on the date specified in such request;
3. if we give you a 60-day advance written notice that we intend to terminate this policy, this policy will terminate on the day specified in such notice;
4. if you fail to comply with any of the terms of this policy, or fail to fulfill any obligations under or pertaining to this insurance, or fail to comply with or cooperate with us in satisfying the requirements of any applicable law or regulation pertaining to this insurance, this policy, will terminate on the 32nd day after we have given you notice of our intent to terminate; or
5. if the number of employees or members who become insured under this policy during any 12 month period does not meet the minimum participation requirement shown in the Policy Specifications, we have the right to terminate this policy on the 32nd day after we have given you written notice of our intent to terminate.

If this policy ends, you are responsible for giving written notice of the termination to all certificate holders as soon as reasonably possible.

If this policy ends, all premiums due must be paid. Our acceptance of premium after this policy ends will not act to reinstate this policy. We will refund any unearned premium.

INSPECTION OF THIS POLICY

You must make this policy available for inspection by your employees or members at all reasonable times during normal business hours.

CERTIFICATES

We will provide to you a certificate for delivery to each certificate holder. The certificate will provide a description of the insurance provided by this policy and will state:

1. the essential features of the insurance coverage; and
2. to whom benefits are payable.

If there is any discrepancy between the provisions of a certificate or any attached certificate riders and the provisions of this policy or any attached policy riders, the provisions of this policy and any attached policy riders govern.

DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA

The following applies only when the administration of this policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.:

We have the discretion and authority to construe disputed or seemingly inconsistent provisions of this policy, a certificate, and any attached rider(s), and to make all decisions regarding eligibility and/or entitlement to coverage or benefits. Whenever we make reasonable determinations that are not arbitrary or capricious in the administration of this policy, such determinations shall be final and conclusive.

PREMIUMS

PAYMENT OF PREMIUMS

Premium rates for coverage provided under this policy are shown in the Policy Specifications. Premiums are due and payable to us on each premium due date, subject to the Policy Grace Period provision. The first premium due date is the policy effective date.

POLICY GRACE PERIOD

This policy will remain in force during the grace period, unless you have given us advance written notice of intent to end coverage under this policy in accordance with the terms of this policy. You will be liable to us for the payment of premium through the end of the grace period.

If you replace this policy with another group policy but do not give us written notice of intent to end this policy, this provision will apply.

We may extend the grace period by giving to you written notice of such intent. Such notice will specify the date this policy will end if the premium remains unpaid. Premiums must be paid for any grace period, any extension of such period, and any period for which coverage under this policy was in force and premium was not paid.

NON-PAYMENT OF PREMIUM

Unless all required premium payments are made, this policy and all attached rider(s) will terminate, subject to the Policy Grace Period provision. In no event will any additional benefits or riders continue beyond the termination date set forth in those benefits and/or riders.

ELIGIBILITY

EVIDENCE OF INSURABILITY

We may ask for evidence of insurability if the employee or member:

1. is applying for an amount of coverage over the applicable Guaranteed Issue Limit or Contingent Guaranteed Issue Limit;
2. is applying for coverage, or an increase in the amount of coverage, at any time after his or her initial enrollment period;
3. does not enroll an eligible spouse for coverage within 31 days of eligibility; or
4. does not enroll an eligible child for coverage within 31 days of eligibility.

The cost of providing such evidence will be at our expense.

ELIGIBILITY OF AN EMPLOYEE OR MEMBER FOR COVERAGE

An employee or member is eligible to enroll for coverage under this policy, if he or she:

1. meets the definition of an employee or member; and
2. has completed any eligibility waiting period as shown in the Policy Specifications.

ELIGIBILITY OF A SPOUSE FOR COVERAGE

An employee or member will be eligible to enroll for coverage on his or her spouse on the later of the date his or her spouse:

1. first becomes eligible and the employee or member applies for his or her own coverage under this policy; or
2. first meets the definition of spouse.

ELIGIBILITY OF CHILD(REN) FOR COVERAGE

An employee or member will be eligible to enroll for coverage on his or her child(ren) on the later of the date his or her child:

1. first becomes eligible and the employee or member applies for his or her own coverage under this policy; or
2. first meets the definition of child.

In the event that an employee or member and his or her spouse are both covered under this policy as insureds, any child or children will, if otherwise eligible, be covered as a child of one parent only.

EFFECTIVE DATE OF COVERAGE

Coverage for each eligible employee or member will be effective at 12:01 a.m. on the effective date shown in the certificate issued to him or her provided that he or she is actively employed on that date.

If the employee or member is not actively employed on that date due to a temporary layoff, leave of absence, or Family and Medical Leave of Absence, coverage begins on the date he or she returns to active employment.

Coverage for each eligible dependent will be effective at 12:01 a.m. on the effective date shown in the certificate issued to the certificate holder provided that the employee or member is actively employed on that date.

Coverage for certificate rider(s) added after the effective date that are subject to evidence of insurability will be effective on the date we approve the addition of the certificate rider(s).

Coverage for certificate rider(s) added after the effective date that are not subject to evidence of insurability will be effective when we receive the request to add the certificate rider(s).

Coverage changes to remove rider(s) will take effect on the first day of the calendar month that immediately follows the date the employee or member requests the removal, but will not affect a payable claim that occurs prior to the effective date of the removal.

CERTIFICATE HOLDER AND BENEFICIARY

CERTIFICATE HOLDER

All certificate rights and privileges belong to a certificate holder and may be exercised by a certificate holder during the lifetime of an insured. If a certificate holder dies before the insured, the insured (or a minor insured's legal guardian) becomes the certificate holder with limited rights and privileges for a period of 31 days from the date we receive notification of the certificate holder's death. During that time, the insured (or a minor insured's legal guardian) may exercise the Portability Privilege. In the event the insured (or a minor insured's legal guardian) does not exercise the Portability Privilege, the certificate will terminate and any net surrender value will be paid to the insured.

BENEFICIARY

Subject to the terms and conditions of this policy and any attached rider(s), the beneficiary receives the death benefit when an insured dies. The certificate holder may name a beneficiary on the beneficiary designation form, enrollment form, and/or evidence of insurability form. The beneficiary may be changed by a certificate holder, as explained in the Change of Beneficiary provision.

"Beneficiary" as used in this policy refers to two classes of beneficiaries: primary and contingent beneficiaries. We will pay the death benefit to the beneficiary in the following order:

1. to the primary beneficiary, if living; otherwise,
2. to the contingent beneficiary.

If there is more than one beneficiary in a class and one of the beneficiaries dies before the insured, the remaining beneficiaries in that class will divide the deceased beneficiary's share equally.

If two or more beneficiaries are designated and their shares are not specified, we will pay the designated beneficiaries in equal shares.

If there is no named beneficiary, or if the named beneficiary does not survive the insured, we will pay any benefits due at an insured's death in the following order:

1. to the living certificate holder; otherwise,
2. to the insured's living spouse; otherwise,
3. to the insured's living natural or legally adopted child(ren) in equal shares; otherwise,
4. to the insured's living parents in equal shares; otherwise,
5. to the insured's living natural or legally adopted siblings in equal shares; otherwise,
6. to the insured's estate.

CHANGE OF BENEFICIARY

Any change of beneficiary must be filed at our home office in a form acceptable to us. It will not take effect unless so filed, but if so filed and accepted by us, will take effect on the date signed by a certificate holder. This will be true whether or not an insured is living on the date it is filed. There will be no prejudice to us on account of any payment we make prior to its receipt by us at our home office.

The right to change a beneficiary is reserved to a certificate holder. The consent of the beneficiary or beneficiaries will not be required to assign benefits or to change a beneficiary or beneficiaries, or to make any other changes, unless the designation of the beneficiary is irrevocable.

ASSIGNMENT OF BENEFITS

An assignment of benefit is not binding on us unless:

1. it is a written request; and
2. it is received by us at our home office.

An assignment will take effect when recorded at our home office. We are not responsible for the validity of any assignment.

BENEFITS

DEATH BENEFIT

If the insured dies prior to the maturity date and while the certificate is in force, we will pay the death benefit shown in the certificate in a lump sum to the beneficiary upon our receipt of proof of death. We may also require submission of the certificate with the proof of death.

The death benefit is equal to:

1. the certificate death benefit amount on the date of death; plus
2. a refund of any premium paid that applies to a period after the certificate month of the insured's death; less
3. any certificate debt; less
4. any unpaid premium that applies to a period prior to the date of the insured's death.

In no event will the amount payable upon death of the insured be less than the minimum amount required to permit this policy to qualify as life insurance under the Federal Income Tax Rules applicable to this policy.

The death benefit will not include a refund of any premium waived under the Payor Waiver of Premium for Total Disability Rider.

MATURITY BENEFIT

If the insured is living on the maturity date and while the certificate is in force, we will pay the maturity benefit shown in the certificate in a lump sum to the certificate holder.

The maturity benefit is equal to:

1. the cash value at maturity; less
2. any certificate debt; less
3. any unpaid premium that applies to a period prior to the maturity date.

(This space intentionally left blank.)

CERTIFICATE LOAN AND NON-FORFEITURE OPTIONS

CERTIFICATE LOANS

If a certificate is in force and has a loan value greater than \$100, then the certificate holder may take a loan under this policy.

The loan value is the cash value minus:

1. the existing certificate debt;
2. the interest on the existing certificate debt and the amount to be borrowed to the next certificate anniversary date;
3. any unpaid monthly premiums; and
4. an amount equal to 2 monthly premium payments.

Loans are evidenced by our check payable to and endorsed by the certificate holder, or electronic versions of the same.

The minimum certificate loan amount is \$100, unless it is used to pay premiums on a certificate.

LOAN INTEREST

The interest we will charge on certificate debt is shown in the certificate. Interest on certificate debt is due and payable in arrears at the end of each certificate anniversary date. Interest not paid when due will be added to the existing certificate debt and bear interest at the same rate.

LOAN REPAYMENT

The certificate holder may repay certificate debt at any time, except that:

1. repayment must be made while the certificate is in force and while the insured is living; and
2. a partial repayment must be at least \$25.

A loan that exists at the end of the grace period cannot be repaid.

If at any time the certificate debt exceeds the cash value, notice will be mailed to the certificate holder's last known address and any assignee of record. If no payment is received by the end of the 31-day period, the certificate will terminate.

NON-FORFEITURE

If a certificate is in force and has a net surrender value greater than zero, then the certificate holder may select one of the following non-forfeiture options by written request:

1. **Cash Surrender.** The certificate holder may surrender his or her certificate to receive the net surrender value. If a certificate is surrendered during the grace period, the net surrender value will not be less than the net surrender value on the premium due date.
2. **Reduced Paid-Up Insurance.** The reduced paid-up death benefit will be the death benefit amount divided by 1,000, then multiplied by the reduced paid-up amount shown in the Table of Guaranteed Values in the certificate. Any outstanding loans will be continued. No further premiums are required. Coverage is still subject to the Termination of Coverage provision of this policy.

Once elected, the reduced paid-up insurance option can be surrendered at any time. The surrender is effective on the date we receive the certificate holder's written request. Once the reduced paid-up insurance is surrendered, it cannot be reversed.

CERTIFICATE LOAN AND NON-FORFEITURE OPTIONS (Continued)

NON-FORFEITURE (Continued)

- Extended Term Insurance.** The net surrender value is used as a net single premium to purchase extended term insurance for a limited period for the insured. The amount of extended term insurance is the certificate death benefit amount on the date the extended term insurance becomes effective. No further premiums are required. The extended term insurance is not available if the certificate is rated. Coverage is still subject to the Termination of Coverage provision of this policy.

Once elected, the extended term insurance option can be surrendered at any time. The surrender is effective on the date we receive the certificate holder's written request. Once the extended term insurance is surrendered it cannot be reversed.

When a non-forfeiture option is elected, any rider(s) attached to that certificate will terminate.

If the insured dies before a non-forfeiture request becomes effective, we will void the certificate holder's request for that non-forfeiture option and pay the death benefit pursuant to this policy.

METHOD OF CALCULATION

Cash values and paid-up benefits are computed based on the Standard Non-forfeiture Method using the applicable Commissioners Standard Ordinary (CSO) mortality table and maximum interest rate allowed by law at the time of the certificate effective date. This method is stated in the insurance laws of the state where this policy is delivered. The values are not less than the minimums required by the Standard Non-forfeiture law of the state where the policy is delivered.

PAYMENTS BY US AND RIGHT TO DEFER PAYMENT

We have the right to wait up to 6 months after written notice to us before we:

- pay the net surrender value; or
- make a certificate loan, unless it is used to pay premiums on a certificate.

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GENERAL CERTIFICATE PROVISIONS

CERTIFICATE NON-PAYMENT OF PREMIUM

Unless required premium payments are made, coverage will terminate. In no case will a rider continue beyond the termination date of the certificate. Any unpaid premium that is due from the certificate holder may be deducted from the payment of any claim payable for that certificate.

CERTIFICATE GRACE PERIOD

During the grace period, coverage remains in force, but will terminate if timely premium payments are not received by us by the end of the grace period.

If any premium is unpaid at the end of the grace period and there is no cash value, then coverage will cease to be in force on the last day of the grace period. Notice will be sent to the certificate holder and any assignee of record.

If any premium is unpaid at the end of the grace period and there is a cash value, then we will automatically continue the insurance under the extended term insurance option if the certificate holder is eligible for that option. Otherwise, we will continue the insurance under the reduced paid-up insurance option.

TERMINATION OF COVERAGE

Subject to the Portability Privilege provision, a certificate terminates on the earliest of:

1. the end of the grace period when premiums remain unpaid;
2. the date of the insured's death;
3. the maturity date of the certificate;
4. the date the certificate holder surrenders a certificate for its net surrender value;
5. the date this policy is terminated;
6. the last day the employee or member is in active employment with his or her employer and/or a member in good standing in the labor union or association that is the policyholder;
7. the date the employee or member is no longer in an eligible class;
8. the date the employee's or member's class is no longer eligible;
9. the date the certificate debt exceeds the cash value; or
10. upon our discovery of fraud or material misrepresentation in the presentation of a claim.

CERTIFICATE INCONTESTABILITY

Any statement made by you will be considered a representation and not a warranty. No statements will be used to void coverage, reduce benefits, or deny a claim unless it is included in the enrollment form and/or evidence of insurability form for the certificate, which has been signed by the certificate holder and a copy of such statement has been given to the certificate holder or the beneficiary. No such statement will be used to contest this coverage after it has been in force for 2 years from its effective date, except in the case of fraud (when permitted by law in the state where the coverage is delivered or issued for delivery).

SUICIDE EXCLUSION

If an insured or a rider insured commits suicide, while sane or insane, within 2 years after the effective date of coverage for that person, the death benefit is limited to the premiums paid for that person's coverage.

MISSTATEMENT OF AGE OR TOBACCO USE STATUS

If the insured's age or tobacco use status is misstated and this misstatement impacts the rate calculation, the death benefit amount will be adjusted using the correct age or tobacco use status in accordance with any applicable Internal Revenue Code requirements. In the event a certificate would not have been issued using the correct age, the certificate is void and we will refund any premiums paid for the certificate.

NON-PARTICIPATING

The certificates do not share in surplus distribution.

GENERAL CERTIFICATE PROVISIONS (Continued)

RECEIPT OF PREMIUMS

The certificate holder will be given credit for premiums under the certificate and any attached rider(s) at the time the premiums are actually received by us or our authorized agent. The policyholder and financial institutions (such as banks and credit unions) who send the premiums to us directly at the employee's or member's request are not our agents, and premiums paid by those parties are not credited until actually received by us.

COOPERATION OF BENEFICIARY

The beneficiary must reasonably cooperate during any investigation and/or adjudication of a claim. This includes the authorization for the release of medical records and other information.

APPEALS PROCEDURE

The certificate holder, or his or her beneficiary, has the right to appeal any denial of benefits under this policy, or any attached rider(s), up to two times. A written request for review must be submitted to us at 1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687 within 60 days of the denial of benefits.

LEGAL ACTION

Prior to filing any legal action for benefits under this policy or any attached rider(s), the certificate holder or his or her beneficiary must appeal the denial of such benefit.

The time limit on legal actions for loss covered by this policy is subject to applicable law in the state where this policy was issued.

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PORTABILITY PRIVILEGE

If the certificate holder's coverage ends pursuant to the Termination of Coverage provision, the certificate holder may elect to continue his or her coverage under a group whole life trust policy, called the Portability Policy. If the certificate holder elects to continue coverage under the Portability Policy, he or she will be issued an endorsement that will transfer the certificate to the Portability Policy. All other terms, conditions, provisions, and benefits of the certificate remain the same.

The certificate holder must elect portability and pay the premium due for such coverage within 31 days of termination of coverage. Evidence of insurability will not be required.

Premiums due must be paid directly to us. Premiums will be billed directly to the certificate holder at his or her last known address.

If the insured dies within 31 days of the date his or her coverage ends and an application for portability coverage is not received by us during such time, we will pay the death benefit in accordance with the policy provision. If an application for portability coverage is received by us during such period, then we will pay the death benefit that the certificate holder was entitled to port under the terms of his or her coverage.

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AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:

1776 AMERICAN HERITAGE LIFE DRIVE

JACKSONVILLE, FLORIDA 32224-6687

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(904) 992-1776

A Stock Company

AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS OR CONDITION RIDER

Provides for the acceleration of a portion of the death benefit due to a terminal illness or condition.

The benefit received under this rider may be taxable.

The certificate holder should consult with his or her personal tax advisor.

This rider is issued in consideration of the written request for this rider. There is no separate premium for this rider. This rider is a part of the policy and is effective as of the rider effective date. Every definition, term, condition, and provision of the policy applies to this rider, unless otherwise defined or provided in this rider.

This rider does not have a cash value or loan value.

Payment of the accelerated death benefit will reduce the death benefit and certificate values, which include, but are not limited to, the cash value, net surrender value, and loan value. The accelerated death benefit may be taxable. The certificate holder should consult a personal tax advisor about the tax status of any accelerated death benefit payment prior to requesting the accelerated death benefit.

DEFINITIONS

Current discount rate means the greater of: (1) the current yield on 90-day Treasury Bills available on the date of application for accelerated payment; or (2) the Moody's Corporate Bond Yield Averages – Monthly Average Corporates published by Moody's Investor Services, Inc., or successor thereto, for the calendar month ending 2 months before the date of application for an accelerated payment.

Terminal illness or condition means an illness or physical condition: (1) for which there is no reasonable prospect of recovery; and (2) that is expected to result in the insured's death within 24 months.

ACCELERATED DEATH BENEFIT

If the insured has a terminal illness or condition while this rider is in force, we will pay the accelerated death benefit in a lump sum to the certificate holder upon our receipt of:

1. the certificate holder's written request for the accelerated death benefit;
2. written certification from a physician that the insured has a terminal illness or condition; and
3. signed consent from any irrevocable beneficiary or assignee.

The accelerated death benefit is equal to the acceleration percentage shown in the certificate multiplied by the certificate death benefit amount, up to a maximum amount of \$100,000.

The accelerated death benefit does not include the amount of any Accidental Death Benefit or any Term Rider(s).

The accelerated death benefit payable is equal to:

1. the accelerated death benefit discounted at the current discount rate; less
2. any pro rata certificate debt; less
3. any due and unpaid premium.

Discounting will be done using simple interest and the expected lifetime of the insured.

The accelerated death benefit is voluntary and is not intended to cause an involuntary reduction of the death benefit ultimately payable to the beneficiary. Therefore, the accelerated death benefit is not available if the certificate holder or the insured is:

1. required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
2. required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

The accelerated death benefit under this rider can only be elected once per certificate.

WAIVER OF PREMIUM BENEFIT

We will waive premiums for a certificate and any attached rider(s) if the accelerated death benefit is paid. This waiver of premium is in lieu of any other premium waiver benefit provided by a certificate or any attached rider(s).

EFFECT OF PAYMENT

After we pay the accelerated death benefit, the certificate death benefit, cash value, and any certificate debt will be reduced accordingly on a pro rata basis.

DEATH BEFORE PAYMENT

If the insured dies before we pay the accelerated death benefit, we will void the certificate holder's request for the accelerated death benefit and pay the certificate death benefit pursuant to the policy.

ORDER IN WHICH REQUESTS ARE APPLIED

If the certificate holder requests payment of an accelerated death benefit under this rider and any other rider(s), we will pay the accelerated death benefit under each rider based on the order in which the requests are received.

INCONTESTABILITY

Any statement made by the policyholder will be considered a representation and not a warranty. We rely on the statements made in the application for group insurance for this rider. We will not use any statement the policyholder makes to void this rider after it has been in force for 2 years from the date of issue.

TERMINATION

This rider terminates at the earliest of:

- 1. the date the policy is terminated;
- 2. the date this rider is terminated under the policy; or
- 3. the date we receive the policyholder's written request to terminate this rider.

Termination will not prejudice the payment of an accelerated death benefit for a terminal illness or condition that occurred while this rider was still in force.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.

Secretary

President

AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

CHILDREN'S TERM RIDER

This rider is issued in consideration of the rider premium and the written request for this rider. This rider is a part of the policy and is effective as of the rider effective date. Every definition, term, condition, and provision of the policy applies to this rider, unless otherwise defined or provided in this rider.

This rider does not have a cash value or loan value.

DEFINITIONS

Conversion date means the date after coverage ends under this rider, provided a valid application for conversion is accepted by us.

Rider insured child means an unmarried person who is:

1. a citizen or resident alien of the United States or one of its territories;
2. financially dependent on the employee or member for support; and
3. the employee's or member's natural child, stepchild, or adopted child, and who is:
 - a. over 24 hours old and under age 26 on the rider date and named on the enrollment form; or
 - b. born to, becomes the stepchild of, or is legally adopted by the employee or member after the rider date, and is over 24 hours old and under age 26.

He or she will no longer be eligible for coverage under this rider as of his or her 26th birthday.

He or she cannot be covered as a rider insured child if he or she is an insured under a certificate.

Stepchild means a child of the employee's or member's spouse by a past marriage or relationship. For the purpose of this rider, spouse does not include a domestic partner or a civil union partner.

DEATH BENEFIT

If a rider insured child dies while this rider is in force and prior to the rider insured child's 26th birthday, we will pay the amount shown in the certificate for this rider in a lump sum to the certificate holder upon our receipt of proof of death.

SUICIDE EXCLUSION

We do not provide any benefits under this rider if a rider insured child dies by suicide, while sane or insane, within 2 years from the date he or she is insured under this rider. Our liability is limited to a return of all premiums paid for this rider.

CONVERSION

While this rider is in force, this rider may be converted to an individual policy, subject to the terms below, if we receive a written application for the conversion policy and the first premium is paid within 31 days after the earliest date one of the following events occurs:

1. the rider insured child's 26th birthday;
2. the insured's 70th birthday;
3. the date we receive notification of the insured's death, including death by suicide; or
4. the certificate terminates due to being exhausted by any accelerated death benefit.

The conversion option may only be requested by either:

1. the certificate holder; or
2. if the certificate holder died during the 31 days prior to the request:
 - a. the rider insured child if that child is at least 18 years of age; or
 - b. the guardian of the rider insured child if that child is less than 18 years of age.

CONVERSION (Continued)

The new policy will be an individual non-term life insurance policy then being offered by us or another insurance company chosen by us for conversions from this rider:

1. at the rider insured child's attained age; and
2. for an amount of insurance not more than 5 times the death benefit of this rider.

The conversion amount is limited by the minimums and maximums of the individual product we offer at the time of conversion.

If the rider coverage is less than the individual coverage minimum, the rider insured child is eligible for the individual coverage minimum.

Notice of conversion will be provided at least 15 days prior to the end of the 31-day conversion period. If the notice is not provided within 15 days, the person requesting conversion will have an additional 15 days to exercise this right. No evidence of insurability is required.

Premiums for the new policy are:

1. at the rate in effect for the rider insured child's attained age and premium class on the conversion date; and
2. subject to our rules on frequency of premium payments in effect on the conversion date.

Coverage under this rider ends for that rider insured child when coverage under the new policy begins.

The new policy will not include any additional benefits or riders unless agreed to by us.

NOTICE REQUIRED WHEN RIDER INSURED CHILD IS NO LONGER ELIGIBLE

The certificate holder must notify us in writing within 31 days of the date a rider insured child is no longer eligible for coverage under this rider. After we receive such notice, we will make all necessary premium adjustments, if any, for the appropriate premium due and return any unearned premium. Our acceptance of premium after a rider insured child is no longer eligible will be considered as premium for only the remaining rider insured child(ren), if any, who continue to be eligible as rider insured child(ren) under this rider.

PREMIUMS

The premium for this rider is shown in the policy. The premium must be paid to keep this rider in force.

INCONTESTABILITY

Any statement made by the policyholder will be considered a representation and not a warranty. We rely on the statements made in the application for group insurance for this rider. We will not use any statement the policyholder makes to void this rider after it has been in force for 2 years from the date of issue.

MISSTATEMENT OF AGE

If the age of a rider insured child is misstated, the termination date of the term insurance for that rider insured child will be based on the correct age. In the event the child would not have been covered under this rider using the correct age, coverage for that child is void.

TERMINATION

Coverage for each rider insured child automatically terminates on the earlier of his or her 26th birthday or the date this rider terminates.

This rider terminates on the earliest of:

1. the date the policy is terminated;
2. the date this rider is terminated under the policy;
3. the date we receive the policyholder's written request to terminate this rider; or
4. the date child(ren) are no longer eligible dependents.

Coverage may be eligible for conversion at termination. Please refer to the Conversion provision. Any premium paid for this rider after this rider terminates will be refunded. No coverage extends beyond the termination date. Termination will not prejudice the payment of a death benefit for a rider insured child's death that occurred while this rider was still in force and that child was eligible for coverage under this rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.



Secretary



President

AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687

ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER

TAX QUALIFICATION NOTICE: This rider is intended to provide a qualified accelerated death benefit that is excluded from gross income for federal income tax purposes under the applicable provisions of the Internal Revenue Code in existence at the time this rider is issued. To that end, the provisions of this rider and the policy are to be interpreted to ensure or maintain such tax qualification, notwithstanding any other provision to the contrary. We reserve the right to amend this rider or the policy to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this rider or the policy to any applicable changes in such tax qualification requirements. We will send the certificate holder a copy of any such amendment. If the certificate holder refuses such an amendment, it must be by giving us written notice, and the certificate holder's refusal may result in adverse tax consequences. Whether any tax liability may be incurred when benefits are paid under this rider could depend on whether the certificate holder is also the insured and how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. As with any tax matter, the certificate holder and any other recipient of this benefit should each consult his or her own tax advisor to evaluate any tax impact of this benefit.

Receipt of an accelerated death benefit **MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI")** eligibility. Without exercising this option, the mere fact that this Accelerated Death Benefit for Long Term Care Rider is part of the policy will not in and of itself affect the eligibility for these government programs. However, exercising this option before the certificate holder applies for these programs, or when he or she is receiving government benefits, may affect his or her continued eligibility. Contact the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office for more information.

This rider is issued in consideration of the rider premium and the written request for this rider. This rider is a part of the policy and is effective as of the rider effective date. Every definition, term, condition, and provision of the policy applies to this rider, unless otherwise defined or provided in this rider.

This rider does not have a cash value or loan value.

DEFINITIONS

Activities of daily living (ADLs) mean activities used to measure the insured's impairment due to being chronically ill. ADLs are any of the following:

1. Bathing – washing oneself by sponge bath; or in either a tub or shower, including the act of getting into and out of the tub or shower, with or without the aid of equipment.
2. Continence – the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag), with or without the aid of equipment.
3. Dressing – putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. Eating – feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
5. Toileting – getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
6. Transferring – the ability to move into or out of a bed, chair or wheelchair.

Adult day care means a program for 6 or more individuals, of social and health-related services provided during the day in a community group setting for the purpose of supporting persons who are chronically ill and can benefit from care in a group setting outside the home.

Adult day care center means a facility or part of a facility that provides adult day care and is appropriately licensed or certified to provide such services (if required by the jurisdiction in which it is operating).

DEFINITIONS (Continued)

Assisted living facility means a facility that is primarily engaged in providing ongoing care and related services and meets all of the following criteria:

1. it is licensed by the appropriate licensing agency, if the state in which it operates licenses such facilities;
2. it provides 24 hour a day care and services sufficient to support needs resulting from being chronically ill;
3. it has a trained and ready to respond employee on duty at all times to provide care;
4. it provides 3 meals a day and accommodates special dietary needs;
5. it has formal arrangements for the services of a physician or nurse to furnish medical care in case of an emergency; and
6. it has appropriate methods and procedures for handling and administering drugs and biologicals.

Chronically ill means the insured has been certified by a licensed health care practitioner within the preceding 12 month period as:

1. being unable to perform, without substantial assistance from another individual, at least 2 ADLs for a period of at least 90 days due to a loss of functional capacity; or
2. requiring substantial supervision to protect oneself from threats to health and safety due to cognitive impairment.

Cognitive impairment means a deficiency in the insured's:

1. short or long term memory;
2. orientation as to person, place and time;
3. deductive or abstract reasoning; or
4. judgment as it relates to safety awareness.

A diagnosis of cognitive impairment must be confirmed by clinical evidence and testing that reliably measures impairment.

Confined or confinement means admitted as an inpatient in an assisted living facility or nursing care facility for which a room and board charge is made by the facility. It does not include confinement for an observation room or a fractional part of a day.

Day means a 24 hour period which begins and ends at 12:01 a.m.

Death benefit amount means the death benefit amount of a certificate. This does not include the death benefit for any riders that may be attached to a certificate.

Elimination period means the number of days at the beginning of a period of care for which benefits are not payable under this rider. The number of days in the elimination period for this rider is 90. In order for a day to count as a day in the elimination period, the following requirements must be met:

1. the insured must be chronically ill; and
2. charges must be incurred for the qualified long term care services of the insured.

Home means:

1. the insured's private residence;
2. a residential care facility;
3. a rest home;
4. a boarding home;
5. a home for the aged;
6. a community living center; or
7. a place that provides domiciliary or retirement care.

A home does not include a nursing care facility, a hospital, or a hospice care facility.

DEFINITIONS (Continued)

Home health care means medical and non-medical services provided in the insured's home by a home health care practitioner in accordance with a plan of care.

Home health care agency means an agency or organization which:

1. specializes in giving nursing care or therapeutic services in the home;
2. is licensed to provide such care or services by the appropriate state licensing agency or authority where the service is performed or is Medicare certified as a home health care agency;
3. maintains a complete medical record and plan of care for each patient; and
4. is operating within the scope of its license or certification.

Home health care practitioner means an individual who is qualified to provide home health care, including the following:

1. a home health aide;
2. certified nurse assistant;
3. medical social worker;
4. occupational therapist;
5. speech therapist;
6. physical therapist;
7. total parenteral nutrition specialist;
8. enterostomal specialist;
9. chemotherapy specialist;
10. licensed visiting nurse;
11. licensed vocational nurse (L.V.N.);
12. licensed practical nurse (L.P.N.); or
13. a licensed graduate nurse (R.N.).

A practitioner whose specialty is not listed above may be used if the practitioner meets the requirements below.

A home health care practitioner must:

1. be licensed in the state or recognized as such by the state in which the care is given;
2. be employed or contracted by a home health care agency; and
3. charge for the care given which the insured is legally responsible to pay.

A home health care practitioner must not:

1. be a family member by blood, marriage, or adoption; or
2. reside at the insured's address.

Inpatient means an insured who is a resident patient using the room and board facilities of an assisted living facility or nursing care facility.

Licensed health care practitioner means a physician or any registered professional nurse, licensed social worker, or other individual who meets such requirements as described by the Secretary of the Treasury. A licensed health care practitioner must not be a family member by blood, marriage, or adoption.

Maintenance or personal care services mean any care the primary purpose of which is to provide needed assistance with any of the ADLs as a result of the insured being chronically ill (including the protection from threats to health and safety due to severe cognitive impairment).

DEFINITIONS (Continued)

Monthly benefit period means the time period upon which benefit payments are based.

The first monthly benefit period during a period of care begins the day after the elimination period is satisfied and ends on the day before the next monthly date. Each subsequent monthly benefit period begins on the monthly date after the last monthly benefit period ended and ends on the day before the next monthly date. Each day in a period of care after the elimination period is satisfied applies to one monthly benefit period only.

Nursing care facility means a facility that meets all of the following standards:

1. it is licensed by the state in which it is located;
2. it is a separate facility or a distinct part of another facility physically separated from the rest of such facility;
3. it provides confined nursing care to individuals who are not able to care for themselves and who require nursing care;
4. its primary function is to provide nursing care, and room and board; and the facility charges for these services. The care must be performed under the direction of a licensed physician, or a licensed graduate nurse (R.N.), or licensed practical nurse (L.P.N.); and
5. it is not, other than incidentally, a hospital, a home for the aged, a retirement home, a rest home, a community living center, or a place mainly for the treatment of alcoholism, mental illness or drug abuse.

Period of care means the period that begins on the first day the insured incurs a charge for qualified long term care services covered under this rider. It ends when, for a period of 180 consecutive days, the insured has not:

1. received qualified long term care services covered under this rider; or
2. been chronically ill.

Plan of care means a written individualized plan of care or services prepared by a licensed health care practitioner that specifies:

1. the type and frequency of all care or services required;
2. the care or service provider; and
3. the cost of care or services.

Pre-existing condition means a condition, including a condition not diagnosed or identified, for which:

1. symptoms existed within 6 months before the rider effective date; or
2. medical advice or treatment was recommended by or received from a physician or other member of the medical profession, within 6 months before the rider effective date.

Qualified confined care services mean necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a chronically ill individual and are provided by, and pursuant to a plan of care prescribed by, a licensed health care practitioner in an assisted living facility or nursing care facility.

Qualified long term care services mean qualified confined care services and qualified non-confined care services.

Qualified non-confined care services mean necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a chronically ill individual and are provided by a home health care practitioner, and pursuant to a plan of care prescribed by a licensed health care practitioner, by means of home health care or adult day care.

CONDITIONS ON ELIGIBILITY FOR BENEFITS

Eligibility for benefits under this rider is satisfied when all of the following conditions are met:

1. the insured is chronically ill;
2. the certificate and rider are in force;
3. the insured has satisfied the elimination period;
4. the insured has used qualified long term care services and been chronically ill during the last 180 consecutive days;
5. the insured is receiving qualified long term care services while this rider is in force;
6. the insured is in a period of care that begins while this rider is in force;
7. the insured incurred charges for qualified long term care services which are included in the insured's plan of care; and
8. all irrevocable beneficiaries and assignees have signed the written request for this benefit.

We may periodically require certification that the insured is chronically ill, but not more than once every 90 days.

The benefits payable under this rider are voluntary and are not intended to cause an involuntary reduction of the death benefit ultimately payable to the beneficiary. Therefore, the benefits are not available if the insured is:

1. required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise; or
2. required by a government agency to use this option in order to apply for, obtain, or keep a government benefit or entitlement.

PRE-EXISTING CONDITION LIMITATION

We do not pay benefits under this rider for a period of care that begins in the first 6 months after the rider effective date if a pre-existing condition causes the insured to be chronically ill. This limitation does not apply to a period of care that begins more than 6 months after the rider effective date that is caused by a pre-existing condition.

MONTHLY ACCELERATED DEATH BENEFIT

We will accelerate a portion of the death benefit for each monthly benefit period or fraction thereof during which the insured is eligible for benefits. The maximum monthly accelerated death benefit amount is equal to the lesser of:

1. $(A - B) \times C$, where:
 - "A" is the death benefit amount on the day the elimination period is first satisfied;
 - "B" is the total death benefit accelerated under any other rider(s) since the day the elimination period for this rider is first satisfied;
 - "C" is the acceleration percentage shown in the certificate for this rider; and
2. $A - S$, where:
 - "A" is as defined above;
 - "S" is the sum of all accelerated death benefit amounts for all prior monthly benefit periods under this rider and any accelerated death benefit amounts from other riders attached to the certificate.

If a full month of qualified long term care services was received, we will accelerate the maximum monthly accelerated death benefit amount. If the insured is confined for only a fraction of a monthly benefit period, we will accelerate a pro rata amount for each day of confinement within that monthly benefit period. If the insured receives qualified non-confined care services less than 4 times during a monthly benefit period, we will accelerate a pro rata amount for each day of the monthly benefit period that qualified non-confined care services were received. In no instance will we accelerate more than the maximum monthly accelerated death benefit amount, as calculated above.

The death benefit available for acceleration does not include the amount of any Accidental Death Benefit or Term rider(s).

If the insured satisfies the conditions stated in the Conditions on Eligibility for Benefits provision, we will pay a monthly benefit to the certificate holder upon our receipt of:

1. the certificate holder's written request for the accelerated death benefit;
2. written certification from a licensed health care practitioner that the insured is chronically ill; and
3. signed consent from any irrevocable beneficiary or assignee.

The monthly benefit payable to the certificate holder as a result of the monthly acceleration of death benefit is equal to:

1. the monthly accelerated death benefit amount; less
2. a pro rata portion (based on the monthly accelerated death benefit amount) of the certificate debt, if any; less
3. any due and unpaid premium.

EFFECT OF MONTHLY PAYMENT

When a monthly accelerated death benefit is paid:

1. the death benefit amount will be reduced by the monthly accelerated death benefit amount;
2. the cash value will be the reduced death benefit amount, divided by 1,000, multiplied by the cash value per \$1,000 of death benefit as shown in the certificate;
3. the certificate debt will be reduced by the portion of the certificate debt deducted from the monthly accelerated death benefit amount; and
4. the life insurance premium will be reduced in proportion to the reduction of the death benefit amount.

While the insured is eligible for monthly benefits under this rider, no change to existing riders may be requested nor may new riders be added.

The payment of monthly benefits under this rider will not affect any Accidental Death Benefit or Term rider(s).

EFFECT ON CERTIFICATE AND RIDER(S) WHEN DEATH BENEFIT AMOUNT IS TOTALLY ACCELERATED

If the certificate's death benefit amount has been totally accelerated, then the certificate and any rider(s) will terminate with no further benefits payable.

DEATH BEFORE MONTHLY PAYMENT

If the insured dies before we pay an accelerated death benefit, we will void the certificate holder's request for that accelerated death benefit and pay the death benefit pursuant to the policy.

ORDER IN WHICH REQUESTS ARE APPLIED

If the certificate holder requests payment of the accelerated death benefit under this rider and any other rider(s), we will pay the accelerated death benefit under each rider based on the order in which the requests are received.

EXCLUSIONS

We will not pay benefits under this rider for that portion of any day of qualified long term care services that are:

1. provided as a result of mental or emotional disorder (except for Alzheimer's Disease, or similar forms of senility or senile dementia that are of organic origin);
2. provided as a result of alcoholism or drug addiction;
3. provided as a result of illness, treatment or medical conditions arising out of:
 - a. war or act of war (whether declared or undeclared);
 - b. participation in a felony, riot or insurrection;
 - c. service in the armed forces or units auxiliary thereto; or
 - d. suicide (while sane or insane), attempted suicide or intentionally self-inflicted injury;
4. provided in a government facility (unless otherwise required by law); services for which benefits are available under Medicare (or benefits would be available under Medicare except for the applicable deductibles or co-insurance requirements) or other governmental program (except Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; or
5. received outside the United States or its territories.

PREMIUMS

The premium for this rider is shown in the policy.

WAIVER OF PREMIUMS

For each certificate month the insured receives monthly benefits under this rider, we will waive the premium for the certificate and all riders attached to the certificate. This waiver is in lieu of any other premium waiver benefit provided by a certificate or a rider attached to a certificate.

INCONTESTABILITY

Any statement made by the policyholder will be considered a representation and not a warranty. We rely on the statements made in the application for group insurance for this rider. We will not use any statement the policyholder makes to void this rider after it has been in force for 2 years from the date of issue.

TERMINATION

This rider terminates at the earliest of:

1. the date the policy is terminated;
2. the date this rider is terminated under the policy; or
3. the date we receive the policyholder's written request to terminate this rider.

Signed for AMERICAN HERITAGE LIFE INSURANCE COMPANY at its Home Office.



Secretary



President



Important Privacy Policy Notice

At Allstate Benefits ("AB"), we value you as a customer. We also share your concerns about privacy. We are sending this notice to explain how we treat personal information ("customer information") that is not public. This is information that we obtain from you or other sources when we provide you with products and services.

We want you to know that: we respect your privacy; and we protect your information.

- We do not sell customer information.
- We do not share your information with: persons; companies; or organizations outside of AB that would use that information to contact you about their products and services.
- We expect persons or organizations that provide services on our behalf to keep your information confidential. We also expect them to use your information only to provide the services we've asked them to perform.
- We communicate to our employees about the need to protect your information. We have established safeguards (these are physical, electronic and procedural) to protect this information.

Below are answers to questions that you might have about privacy. You may be wondering...

What do we do with your information?

AB does not sell your customer or medical information to anyone. We do not share it with companies or organizations outside of AB that would use that information to contact you about their own products and services. If this were to change, we would offer you the option to opt out of this type of information sharing. Also, we would obtain your consent before we share medical information for marketing purposes.

Your agent or broker may use your information to help you with your insurance needs. We may also communicate with you about products, features, and options in which you have expressed an interest. Without your consent, we may provide your information to persons or organizations in and out of AB. This would be done as permitted or required by law. We may do this to:

- Fulfill a transaction you have requested.
- Service your policy.
- Market our products to you.
- Investigate or handle claims.
- Detect or prevent fraud.
- Participate in insurance support organizations (Information from a report by an insurance support organization may be retained by that organization and distributed to other persons.).
- Comply with lawful requests from regulatory and law enforcement authorities.

These persons or organizations may include:

- Our affiliated companies.
- Companies that perform services, including marketing, on our behalf.
- Other financial institutions with which we have an agreement for the sale of financial products.
- Other insurance companies to perform their role in an insurance transaction involving you.
- Businesses that conduct actuarial or research studies.
- Persons requesting information pursuant to a subpoena or court order.
- Your agent or broker.
- An employer, if your premiums are payroll deducted.
- The creditor who sold you insurance, if your policy is credit insurance.

What kind of customer information do we have, and where did we get it?

Much of the information that we have about you comes from you. When you perform certain transactions, you may give us information such as your name, address, and Social Security number. These transactions include when you submit: an application for insurance; a request for insurance; a request for products and services we offer; or a request for an insurance quote. We may have contacted you by telephone or mail for additional information. We keep information about the types of services you purchase from us and our affiliates. Examples of this include premiums, fund values, and payment history. We may collect information from outside sources such as consumer reporting agencies and health care providers. The information we collect may include the following:

- Motor vehicle reports.
- Credit reports.
- Medical information.

How do we protect your customer information?

We expect any company with whom we share your information to use it only to provide the service we have asked them to perform. Information about you is also available within AB to those individuals who may need to use it to fulfill and service the needs of our customers. We communicate the need to protect your information to all employees and agents. We especially communicate this need to individuals who have access to it. Plus, we have established physical, electronic, and procedural safeguards to protect your information. Note that if your relationship with us ends, your information will remain protected. This protection will be provided according to our privacy practices outlined in this Important Notice.

How can you find out what information we have about you?

You may request to see, or obtain by mail, the information about you in our records. If you believe that our information is incomplete or inaccurate, you may request that we correct, add to, or delete from the disputed information. In order to fulfill your request, we may make arrangements to copy and disclose your information to you on our behalf. This may be done with an insurance support organization or a consumer reporting agency. You may also request a more complete description of the entities to which we disclose your information, or the conditions that might warrant such disclosures. Please send any of the requests listed above in writing to:

AB
Policyholder Services (Privacy Section)
1776 American Heritage Life Drive
Jacksonville, FL 32224-6687

If you are an Internet user ...

Our website, www.allstatebenefits.com, provides information about AB, our products, and the agencies and brokers that represent us. You may also perform certain transactions on the website. When accessing www.allstatebenefits.com, please be sure to read the Privacy Statement that appears there. To learn more, the www.allstatebenefits.com Privacy Statement provides information relating to your use of the website. This includes, for example:

- 1) our use of online collecting devices known as "cookies";
- 2) how we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
- 3) who should use our website;
- 4) the security of information over the Internet;
- 5) links and co-branded sites.

We hope you have found this notice helpful. If you have any questions or would like more information, please don't hesitate to contact your agent or write us at:

AB
Policyholder Services (Privacy Section)
1776 American Heritage Life Drive
Jacksonville, FL 32224-6687

This notice is being provided on behalf of the following companies:

American Heritage Life Insurance Company	Holiday Life Insurance Company
Bluegrass Life Insurance Company	Kentucky Home Mutual
Acme United Insurance Company	Keystone State Life
SMA Life Assurance Company	National Guardian Life

**NOTICE CONCERNING COVERAGE UNDER
THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Insurance companies and health maintenance organizations (HMOs) licensed in this state to write life insurance, annuities or health insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to provide a safety-net of coverage, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. **This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.**

COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, HMO contract, or an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

- (1) they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- (2) the insurer was not authorized to do business in this state;
- (3) their policy was issued by a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

- (1) any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- (2) any policy or reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;
- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contract holder;
- (6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).
- (7) unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

With these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - \$300,000
- life insurance cash surrender value - \$100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - \$100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - \$250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 - \$100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
 - \$100,000 for limited benefits and supplemental health coverages
 - \$300,000 for disability and long term care insurance
 - \$500,000 for basic hospital, medical and surgical insurance or major medical insurance

NOTE

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

**Tennessee Life and Health Guaranty Association
P.O. Box 190434
Nashville, TN 37219
Website: www.tnlifeqa.org**

**Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243**

AMERICAN HERITAGE LIFE INSURANCE COMPANY
Jacksonville, Florida

NOTICE TO TENNESSEE POLICYHOLDERS / CERTIFICATEHOLDERS

If you have any questions concerning your policy / certificate please write or call us at:

AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive

JACKSONVILLE, FLORIDA 32224-6688

1-800-521-3535