



**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

HOME OFFICE:  
1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6687  
www.allstatebenefits.com  
(904) 992-1776

A Stock Company

**GROUP WHOLE LIFE INSURANCE CERTIFICATE**

This certificate is issued to you as evidence of your insurance under the policy issued to the policyholder. This certificate summarizes and explains the parts of the policy that apply to you. You may view the policy at the policyholder's office during normal business hours.

The 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) and any amendments.

**PLEASE READ THIS CERTIFICATE CAREFULLY!**

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

A handwritten signature in cursive script, appearing to read "Gary S. Steu".

Secretary

A handwritten signature in cursive script, appearing to read "Gregory J. Seidos".

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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## 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) in the policy; 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 the insured's age on his or her last birthday as of the most recent certificate anniversary date (or the certificate effective date if this certificate has been in force less than 1 year).

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

**Cash value** means the value as described in this certificate. The cash value is determined from the Table of Guaranteed Values for the age and certificate year of the 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, as defined in the policy. It provides evidence of the coverage provided to the insured under the 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 this 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 Specifications.

**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 this 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.

**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 this 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 the 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.

**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 Specifications.

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

**Loan value** means the maximum amount you may borrow according to the provisions of the policy and this 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 121<sup>st</sup> birthday and is shown in the Certificate Specifications.

**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.

**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 the group contract that governs the coverage made available to eligible employees or members of the policyholder and their eligible dependents, as defined in the policy.

**Policyholder** means the entity through which we make this group coverage available.

## DEFINITIONS (Continued)

**Proof of loss** means written evidence satisfactory to us that a person has satisfied the conditions and requirements for a benefit described in this 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 the death certificate.

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

**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 certificate holder as shown on the enrollment form and/or evidence of insurability form as the owner.

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## **PREMIUMS**

### **PAYMENT OF PREMIUMS**

Premiums are due and payable to us on each premium due date, subject to the Certificate Grace Period provision. The first premium due date is the certificate effective date.

### **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 this certificate. Any unpaid premium that is due from you may be deducted from the payment of any claim payable for this 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.

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.

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## **CERTIFICATE HOLDER AND BENEFICIARY**

### **CERTIFICATE HOLDER**

All certificate rights and privileges belong to you and may be exercised by you during the lifetime of the insured. If you die 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 your death. During that time, the insured (or a minor insured's legal guardian) may exercise the Portability Privilege or Conversion. In the event the insured (or a minor insured's legal guardian) does not exercise the Portability Privilege or Conversion, the certificate will terminate and any net surrender value will be paid to the insured.

### **BENEFICIARY**

Subject to the terms and conditions of the policy, this certificate, and any attached rider(s), the beneficiary receives the death benefit when the 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 you, as explained in the Change of Beneficiary provision.

"Beneficiary" as used in this certificate 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 the 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 you. This will be true whether or not the 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 you. 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 this certificate is in force, we will pay the death benefit shown in the Certificate Specifications in a lump sum to the beneficiary within 2 months of our receipt of due 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 certificate to qualify as life insurance under the Federal Income Tax Rules applicable to this certificate.

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 this certificate is in force, we will pay the maturity benefit shown in the Certificate Specifications in a lump sum to you.

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.

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## CERTIFICATE LOAN AND NON-FORFEITURE OPTIONS

### CERTIFICATE LOANS

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

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 you, or electronic versions of the same.

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

### LOAN INTEREST

The interest we will charge on certificate debt is shown in the Certificate Specifications. 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

You may repay certificate debt at any time, except that:

1. repayment must be made while this 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, this certificate terminates.

### NON-FORFEITURE

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

1. **Cash Surrender.** You may surrender this certificate to receive the net surrender value. If this 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 certificate 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 Specifications. Any outstanding loans will be continued. No further premiums are required. Coverage is still subject to the Termination of Coverage provision of this certificate.

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.

3. **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 this certificate is rated. Coverage is still subject to the Termination of Coverage provision of this certificate.

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.

## **CERTIFICATE LOAN AND NON-FORFEITURE OPTIONS (Continued)**

### **NON-FORFEITURE (Continued)**

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

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

### **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 the 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:

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

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## GENERAL PROVISIONS

### TERMINATION OF COVERAGE

Subject to the Portability Privilege provision, this 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 this certificate;
4. the date you surrender this certificate for its net surrender value;
5. the date the 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.

### CONTINUATION OF COVERAGE DURING TOTAL DISABILITY

If an insured is totally disabled, the certificate holder may continue coverage during the insured's total disability by timely payment to the policyholder of that portion, if any, of the premium that would have been required had the insured's total disability not occurred. The continuation will be on a premium-paying basis for a period of 6 months from the date the insured's total disability started, but coverage will not continue beyond termination of this policy.

### 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 this certificate, which has been signed by you and a copy of such statement has been given to you or your beneficiary. No such statement will be used to contest this coverage after it has been in force for 2 years from its effective date.

### SUICIDE EXCLUSION

If the 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

If the insured's age is misstated and this misstatement impacts the rate calculation, the death benefit amount will be adjusted using the correct age in accordance with any applicable Internal Revenue Code requirements.

### NON-PARTICIPATING

This certificate does not share in surplus distribution.

### COMPLIANCE WITH FEDERAL LAWS

We reserve the right to amend the policy and this certificate 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 you a copy of any such amendment(s).

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

## **GENERAL PROVISIONS (Continued)**

### **RECEIPT OF PREMIUMS**

You will be given credit for premiums under this 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 certificate, 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 certificate 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 certificate is subject to applicable law in the state where the policy was issued.

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## **PORTABILITY PRIVILEGE**

If your coverage ends pursuant to the Termination of Coverage provision, you may elect to continue your coverage under a group whole life trust policy, called the Portability Policy. If you elect to continue coverage under the Portability Policy, you will be issued an endorsement that will transfer this certificate to the Portability Policy. All other terms, conditions, provisions, and benefits of this certificate remain the same.

You 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 you at your 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 you were entitled to port under the terms of your coverage.

The Portability Privilege and Conversion are mutually exclusive. You may not elect both Portability and Conversion.

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## CONVERSION

While this coverage is in force, you may convert all or part of this life insurance to an individual non-term life insurance policy without submitting evidence of insurability, subject to the terms below, by applying for an individual policy and paying the first premium within 31 days after the earliest date one of the following events occurs:

1. the insured ceases to be in an eligible class or is in a class for which coverage under the policy ends; or
2. the policy terminates.

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

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 certificate. The mortality and interest basis for the new policy may be different than for this certificate. Any riders under this coverage will terminate upon conversion. The new policy will not include any additional benefits or riders unless agreed to by us.

You will be given written notice of the right to convert coverage within 15 days prior to the date coverage ends. The right to convert will expire on the later of 16 days after you are given such notice or the end of the conversion period, but in no event will the right to convert extend beyond 60 days after the expiration of the conversion period. Written notice will be given to you, which will constitute notice of the right to convert.

If the insured dies within the 31 day conversion period, and before the individual policy would become effective, the amount of insurance which you would have been entitled to have issued under the individual policy will be payable as a claim under the group policy, whether or not application for the individual policy or payment of the first premium has been made.

Conversion and the Portability Privilege are mutually exclusive. You may not elect both Portability and Conversion.

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# AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida  
(the "Company")

## ENDORSEMENT

**This endorsement is made part of the policy and/or certificate to which it is attached. Every definition, term, condition, and provision of the certificate applies to this endorsement, unless otherwise defined or provided in this endorsement.**

Item number 6 of the "Termination of Coverage" provision of the GENERAL PROVISIONS is deleted in its entirety and replaced with the following:

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, or, if later, the last day of the period for which premiums have already been paid for such employee or member, not to exceed 31 days beyond the end of employment or membership;

All other requirements of the policy and/or certificate not specifically stated within this endorsement still apply.

A handwritten signature in black ink, appearing to read "Kurt Helms". The signature is fluid and cursive, with a long horizontal stroke at the end.

Secretary



**AMERICAN HERITAGE LIFE INSURANCE COMPANY**  
HOME OFFICE:  
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**ENDORSEMENT TO ADD OR CHANGE RIDERS AFTER POLICY DATE**

This endorsement is made part of the policy/certificate to which it is attached and is effective on the policy/certificate effective date. Every definition, term, condition, and provision of the policy/certificate applies to this endorsement, unless otherwise defined or provided in this endorsement.

Insured: \_\_\_\_\_

Policy/Certificate Number: \_\_\_\_\_

The following provision is added to the General Provisions section of the policy/certificate to which this endorsement is attached.

**Adding or Changing Riders on Your Policy.** You may request the addition of any riders available at the time of request. You may also request a change to the amount or units of any rider currently attached to your policy. Any additional riders or changes to existing riders will be subject to our availability, underwriting and issue requirements at the time the request is made. Upon approval by us, the additional rider(s) or changes to existing riders will be effective on the next monthly date after the request is approved by us.

This endorsement does not change, alter or amend your policy/certificate in any way except as stated in this endorsement.

Signed for American Heritage Life Insurance Company at its home office.

A handwritten signature in black ink, appearing to read "Kurt Helms". The signature is fluid and cursive, with a long horizontal stroke at the end.

Secretary





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**A Stock Company**

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

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

## ACCELERATED DEATH BENEFIT FOR LONG TERM CARE WITH EXTENSION OF BENEFITS 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 certificate 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 certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this rider or the certificate to any applicable changes in such tax qualification requirements. We will send you a copy of any such amendment. If you refuse such an amendment, it must be by giving us written notice, and your 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 you are also the insured and how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. As with any tax matter, you 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 with Extension of Benefits Rider is part of the certificate will not in and of itself affect the eligibility for these government programs. However, exercising this option before you apply for these programs, or when you are receiving government benefits, may affect your continued eligibility. Contact the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office for more information.

**CAUTION:** The issuance of this rider is based on your responses to the questions on your enrollment form and/or evidence of insurability form. A copy of your enrollment form and/or evidence of insurability form is attached. If your answers are incorrect or untrue, then we have the right to deny benefits or to rescind your coverage under this rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of your answers are incorrect or untrue, please contact us at the address shown above.

**NOTICE TO BUYER:** This rider may not cover all of the costs associated with long term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all limitations of this rider as well as those of the certificate to which it is attached.

This rider is issued in consideration of the rider premium and the written request for this rider. This rider is a part of the certificate and is effective as of the rider effective date. Every definition, term, condition, and provision of the certificate 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.

## DEFINITIONS (Continued)

**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).

**Assisted living facility** means a facility that is primarily engaged in providing ongoing care and related services to at least 10 inpatients in one location 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.

This deficiency must be to such a degree as to require supervision 24 hours a day to maintain the safety of the insured or others. 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 does not include the following:

1. cooking, which means preparation of meals and nutrition;
2. shopping, which includes but is not limited to purchasing groceries, household supplies and medicine;
3. assistance with the use of the telephone, laundering clothes, correspondence, bill paying, and other housekeeping tasks;
4. any type of construction, renovation or maintenance (such as painting, etc.), lawn care, snow removal, maintenance of a vehicle and any other service performed outside of the home; or
5. any other services similar to those described above.

**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** means 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** means 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.

**Rider effective** date means the effective date of coverage under this rider. The rider effective date is the certificate effective date.

## 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 (excluding benefits paid under the Monthly Extension of Accelerated Death Benefits provision) 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 you upon our receipt of:

1. your 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 you 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.

## MONTHLY EXTENSION OF ACCELERATED DEATH BENEFITS

We will increase the death benefit for the monthly benefit period, or fraction thereof, during which the insured is eligible for benefits and the Monthly Accelerated Death Benefit is to become exhausted. For subsequent monthly benefit periods, or fractions thereof, during which the insured continues to be eligible for benefits, we will increase the death benefit amount and simultaneously accelerate this incremental death benefit amount.

The monthly increase for the death benefit amount and the amount for the monthly accelerated death benefit amount is equal to the lesser of:

1.  $A \times C$ , where:
  - “A” is the death benefit amount on the day the elimination period is first satisfied;
  - “C” is the acceleration percentage shown in the certificate for this rider; and
2.  $A - E$ , where:
  - “A” is as defined above;
  - “E” is the sum of all monthly accelerated death benefit amounts under the Monthly Extension of Accelerated Death Benefits provision.

The aggregate amount of the increased death benefit amounts under the Monthly Extension of Accelerated Death Benefits provision will not exceed the death benefit amount on the day the elimination period is first satisfied.

If a full month of qualified long term care services was received, we will increase the death benefit amount by and accelerate the maximum monthly accelerated death benefit amount. If the insured is confined for only a fraction of a monthly benefit period, we will increase and 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 increase and 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 increase and 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 this provision and in the Conditions on Eligibility for Benefits provision, we will pay a benefit to you upon our receipt of:

1. your 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 you as a result of the extension of accelerated death benefits is equal to:

1. the monthly accelerated death benefit amount; less
2. 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 RIDER BENEFITS NO LONGER PAYABLE**

If the certificate's death benefit amount has been totally accelerated and monthly extension of accelerated death benefits are no longer payable, 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 your request for that accelerated death benefit and pay the death benefit pursuant to the certificate.

### **ORDER IN WHICH REQUESTS ARE APPLIED**

If you request 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 certificate.

### **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.

### **REINSTATEMENT**

This rider will be reinstated, upon lapse, if proof is provided that you were cognitively impaired or had a loss of functional capacity before the grace period contained in the certificate expired. This request, and submission of all past due premiums, must be made within 5 months after termination. Proof of cognitive impairment or loss of functional capacity will be on the same basis as the benefit eligibility criteria for cognitive impairment or loss of functional capacity as described in this rider.



## INCONTESTABILITY

If this rider has been in force for a period of less than 6 months, we may rescind this rider or deny an otherwise valid claim upon a showing of misrepresentation that is material to the acceptance of coverage.

If this rider has been in force for a period of at least 6 months, but less than 2 years, we may rescind this rider or deny an otherwise valid claim upon a showing of misrepresentation that is both material to the acceptance of coverage and which pertains to the condition for which benefits are sought.

After this rider has been in force for a period of 2 years, it becomes incontestable upon the grounds of material misrepresentation alone. This rider may be contested only upon a showing that the insured knowingly and intentionally misrepresented material facts relating to the insured's health.

## REPRESENTATION AND NOT WARRANTY

Any statement made by you will be considered a representation and not a warranty.

## APPEALS PROCESS

If you wish to file an appeal regarding a denial of claim, you must send a written request to us within 60 days of receiving our notification of denial. We will complete our review of your appeal within 60 days after receiving your appeal. The review period may be extended up to 120 days. You will receive advance written notice if the period is extended.

## TERMINATION

Coverage under this rider terminates at 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;
4. the date the certificate terminates;
5. the date the certificate matures;
6. the date of the insured's death;
7. the date we receive the certificate holder's written request to terminate this rider;
8. the date the certificate holder elects the non-forfeiture option;
9. the date the insured is no longer eligible for this rider;
10. the date the monthly extension of accelerated death benefits has been exhausted; or
11. the date that both:
  - a. the monthly accelerated death benefit has been exhausted; and
  - b. the insured no longer satisfies the conditions stated in the Conditions on Eligibility for Benefits provision.

Coverage will not lapse or terminate due to nonpayment of premiums unless we, at least 30 days before the effective date of the lapse or termination, give notice to you and to those persons designated by you to receive the notice of lapse or termination. Notice must be given by first class United States mail, postage prepaid, and notice may not be given until 30 days after a premium is due and unpaid. Notice is considered to have been given as of 5 days after the date of mailing.

Termination will not prejudice the payment of an accelerated death benefit if the insured was chronically ill and receiving qualified long term care services while this rider was still in force.

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



Secretary



President