



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.

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

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.

Right to Examine Certificate: If for any reason you are not satisfied with this certificate, return it to us at our Home Office or to our agent. If this certificate is returned within 30 days after you receive it, we will return all premiums paid and this certificate is void. If you have a complaint, an inquiry or need to obtain information regarding your coverage, you may call us toll-free at 1-800-521-3535.

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. Seider".

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**

TABLE OF CONTENTS

CERTIFICATE SPECIFICATIONS	3
DEFINITIONS.....	4 – 6
PREMIUMS	7
CERTIFICATE HOLDER AND BENEFICIARY	8
BENEFITS.....	9
CERTIFICATE LOAN AND NON-FORFEITURE BENEFITS	10 – 11
GENERAL PROVISIONS	12 – 13
PORTABILITY PRIVILEGE	14
CONVERSION	15

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 121st 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 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 certificate. No coverage is available under a rider unless elected and attached as an additional or optional benefit to this certificate.

Rider effective date means the effective date of coverage under a rider. The rider effective date is the certificate 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 certificate holder as shown on the enrollment form and/or evidence of insurability form as the owner.

(This space intentionally left blank.)

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.

(This space intentionally left blank.)

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 upon our receipt of proof of death, or no later than two months after receipt of such proof. We may also require submission of this certificate with the proof of death. If the insured is a resident of Ohio on the date of death, we will pay interest on the death benefit as required by Ohio law.

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.

(This space intentionally left blank.)

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.

(This space intentionally left blank.)

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 the insured is totally disabled, you 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 the policy.

REINSTATEMENT

We will reinstate this certificate and any attached rider(s) if you send us a written request within 3 years after your coverage terminates as a result of a failure to make timely premium payments. You cannot reinstate this certificate if you surrendered this certificate for its cash value, exercised one of the other non-forfeiture options, or this certificate has been totally accelerated. You must also send us evidence of insurability satisfactory to us for the insured and any rider insureds. The reinstated coverage will be at the original premium class. Payment of all overdue premiums with interest compounded annually at 6% per year will be required. Cash values for the reinstated certificate will be calculated consistent with current state non-forfeiture law.

The effective date of the reinstated coverage is the date we approve the written request for reinstatement. The Incontestability provision applies from the effective date of reinstatement as to statements made in the evidence of insurability provided.

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 and any application(s) for reinstatement, 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, or date of reinstatement, 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 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 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 this certificate would not have been issued using the correct age, this certificate is void and we will refund any premiums paid for this certificate.

NON-PARTICIPATING

This certificate does not share in surplus distribution.

GENERAL PROVISIONS (Continued)

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.

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.

(This space intentionally left blank.)

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.

(This space intentionally left blank.)

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.

(This space intentionally left blank.)



AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:

1776 AMERICAN HERITAGE LIFE DRIVE
JACKSONVILLE, FLORIDA 32224-6688
(904) 992-1776

A Stock Company

AMENDMENT

The policy to which this Amendment is attached is amended as follows:

If this policy is issued as a replacement of an existing life insurance policy or annuity of ours or a subsidiary or affiliate under common ownership or control, you are hereby given credit under this policy for the expired portion of the contestability and suicide provisions of the replaced or previously existing policy or contract. This credit shall not exceed that earned under the replaced or previously existing policy. It will not place you or the insured in a more favorable position than would have been the case had a replacement policy not been issued.

This credit shall not apply to any amount of insurance provided by the replacement policy which exceeds the amount of insurance provided by the replaced policy.

This Amendment will not change, alter, or amend the policy it is attached to, except as stated.

This Amendment becomes effective as of the policy date of the policy to which it is attached.

A handwritten signature in black ink, appearing to read "Gary S. Steu".

Secretary



AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:

1776 AMERICAN HERITAGE LIFE DRIVE

JACKSONVILLE, FLORIDA 32224-6688

(904) 992-1776

A Stock Company

NOTICE OF RIGHT TO RETURN POLICY

If this policy is issued as a replacement of an existing life insurance policy or annuity please note that you have the right to return the policy or contract within 30 days of delivery of the contract and receive an unconditional full refund of all premium or considerations paid on it, including any policy fees or charges.

This does not change, alter, or amend the policy it is attached to, except as stated.

A handwritten signature in black ink, appearing to read "Gary S. Steu". The signature is written in a cursive, flowing style.

Secretary

AMERICAN HERITAGE LIFE INSURANCE COMPANY

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

A Stock Company

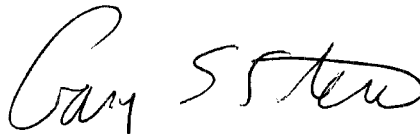
ENDORSEMENT TO ADD OR CHANGE RIDERS AFTER POLICY DATE

The following provision is added to the General Provisions section of the policy 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 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 "Gary S. Steu". The signature is fluid and cursive, with the first name "Gary" being more legible than the last name "Steu".

Secretary

AMERICAN HERITAGE LIFE INSURANCE COMPANY

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

CERTIFICATE ENDORSEMENT

This endorsement is attached to and made a part of the certificate. All definitions, exclusions, limitations, terms, conditions, and provisions of the certificate apply to this endorsement. If there is a conflict between this endorsement and the certificate, this endorsement will control.

The certificate is changed as follows:

- The METHOD OF CALCULATION provision under the CERTIFICATE LOAN AND NON-FORFEITURE OPTIONS section is deleted and replaced with the following:

METHOD OF CALCULATION

Cash values and paid-up benefits are computed using the Standard Non-forfeiture Method and the mortality table and interest rate shown in the Certificate Specifications.

All other requirements of the certificate not specifically stated within this endorsement still apply.

A handwritten signature in black ink, appearing to read "Kurt Helms", with a stylized, flowing script.

Secretary



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