



AMERICAN HERITAGE LIFE INSURANCE COMPANY

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

A Stock Company

GROUP FLEXIBLE PREMIUM ADJUSTABLE 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.

PLEASE READ THIS CERTIFICATE CAREFULLY!

RIGHT TO EXAMINE COVERAGE

If for any reason you are not satisfied with this coverage, return it to us or to our agent. If this certificate is returned within 31 days after you receive it, we will return all premiums paid and the coverage is void. If you return this certificate, please note on it in writing: This coverage is returned for rescission and refund of premium. If you have a complaint, an inquiry, or need to obtain information regarding this coverage, you may call us toll-free at 1-800-521-3535.

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 FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE
FLEXIBLE PREMIUMS PAYABLE DURING THE LIFE OF THE INSURED UNTIL MATURITY DATE
NET SURRENDER VALUE, IF ANY, 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**

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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**TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES
TOBACCO USER RATES**

ATTAINED AGE	RATE PER \$1000	ATTAINED AGE	RATE PER \$1000	ATTAINED AGE	RATE PER \$1000	ATTAINED AGE	RATE PER \$1000
0	0.0200	24	0.0825	48	0.3475	72	3.4725
1	0.0125	25	0.0825	49	0.3750	73	3.8325
2	0.0100	26	0.0825	50	0.4025	74	4.2050
3	0.0100	27	0.0825	51	0.4350	75	4.5825
4	0.0075	28	0.0800	52	0.4725	76	4.9575
5	0.0075	29	0.0800	53	0.5150	77	5.3325
6	0.0075	30	0.0825	54	0.5625	78	5.7150
7	0.0075	31	0.0875	55	0.6150	79	6.1250
8	0.0075	32	0.0925	56	0.6750	80	6.5725
9	0.0075	33	0.1000	57	0.7450	81	7.0525
10	0.0075	34	0.1075	58	0.8225	82	7.6675
11	0.0075	35	0.1175	59	0.9125	83	8.4750
12	0.0100	36	0.1275	60	1.0175	84	9.4025
13	0.0150	37	0.1400	61	1.1350	85	10.4675
14	0.0225	38	0.1550	62	1.2675	86	11.6825
15	0.0350	39	0.1750	63	1.4125	87	13.0500
16	0.0475	40	0.1975	64	1.5750	88	14.5400
17	0.0650	41	0.2200	65	1.7500	89	16.1200
18	0.0650	42	0.2400	66	1.9375	90	17.7525
19	0.0700	43	0.2600	67	2.1350	91	19.3900
20	0.0725	44	0.2725	68	2.3450	92	21.0075
21	0.0750	45	0.2875	69	2.5775	93	22.5625
22	0.0775	46	0.3050	70	2.8400	94	23.9800
23	0.0800	47	0.3250	71	3.1400		

GUARANTEED BASIS OF VALUES

Cost of Insurance Rates: 2017 Commissioners' Standard Ordinary
Mortality Table, Male Smoker
Interest Rate: 3.0%

**TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE RATES
NON-TOBACCO USER RATES**

ATTAINED AGE	RATE PER \$1000	ATTAINED AGE	RATE PER \$1000	ATTAINED AGE	RATE PER \$1000	ATTAINED AGE	RATE PER \$1000
0	0.0200	24	0.0675	48	0.1750	72	1.4950
1	0.0125	25	0.0650	49	0.1825	73	1.6975
2	0.0100	26	0.0550	50	0.1925	74	1.9250
3	0.0100	27	0.0500	51	0.2100	75	2.1750
4	0.0075	28	0.0500	52	0.2300	76	2.4525
5	0.0075	29	0.0450	53	0.2500	77	2.7600
6	0.0075	30	0.0450	54	0.2725	78	3.1075
7	0.0075	31	0.0475	55	0.2925	79	3.5075
8	0.0075	32	0.0500	56	0.3125	80	3.9750
9	0.0075	33	0.0550	57	0.3325	81	4.5125
10	0.0075	34	0.0650	58	0.3525	82	5.1325
11	0.0075	35	0.0750	59	0.3800	83	5.8550
12	0.0100	36	0.0875	60	0.4150	84	6.7050
13	0.0150	37	0.1000	61	0.4575	85	7.7025
14	0.0225	38	0.1075	62	0.5100	86	8.8650
15	0.0350	39	0.1150	63	0.5675	87	10.2150
16	0.0475	40	0.1200	64	0.6325	88	11.7350
17	0.0650	41	0.1275	65	0.7000	89	13.4025
18	0.0650	42	0.1375	66	0.7750	90	15.1900
19	0.0675	43	0.1450	67	0.8550	91	17.0425
20	0.0700	44	0.1500	68	0.9450	92	18.9325
21	0.0700	45	0.1550	69	1.0500	93	20.8025
22	0.0675	46	0.1600	70	1.1750	94	22.5625
23	0.0675	47	0.1675	71	1.3225		

GUARANTEED BASIS OF VALUES

Cost of Insurance Rates: 2017 Commissioners' Standard Ordinary Mortality Table, Male Non-Smoker
Interest Rate: 3.0%

**TABLE OF REDUCED PAID-UP NET SINGLE PREMIUMS
TOBACCO USER**

ATTAINED AGE	NET SINGLE PREMIUM	ATTAINED AGE	NET SINGLE PREMIUM	ATTAINED AGE	NET SINGLE PREMIUM	ATTAINED AGE	NET SINGLE PREMIUM
0	N/A	24	\$0.23468	48	\$0.43850	72	\$0.72324
1	N/A	25	\$0.24096	49	\$0.44934	73	\$0.73410
2	N/A	26	\$0.24743	50	\$0.46040	74	\$0.74467
3	N/A	27	\$0.25410	51	\$0.47166	75	\$0.75497
4	N/A	28	\$0.26098	52	\$0.48310	76	\$0.76507
5	N/A	29	\$0.26810	53	\$0.49473	77	\$0.77506
6	N/A	30	\$0.27543	54	\$0.50652	78	\$0.78502
7	N/A	31	\$0.28297	55	\$0.51848	79	\$0.79502
8	N/A	32	\$0.29072	56	\$0.53057	80	\$0.80510
9	N/A	33	\$0.29865	57	\$0.54279	81	\$0.81528
10	N/A	34	\$0.30677	58	\$0.55511	82	\$0.82564
11	N/A	35	\$0.31508	59	\$0.56751	83	\$0.83605
12	N/A	36	\$0.32358	60	\$0.57995	84	\$0.84632
13	N/A	37	\$0.33226	61	\$0.59240	85	\$0.85646
14	N/A	38	\$0.34111	62	\$0.60483	86	\$0.86647
15	N/A	39	\$0.35013	63	\$0.61719	87	\$0.87638
16	N/A	40	\$0.35928	64	\$0.62948	88	\$0.88628
17	N/A	41	\$0.36855	65	\$0.64165	89	\$0.89639
18	N/A	42	\$0.37796	66	\$0.65370	90	\$0.90705
19	\$0.20563	43	\$0.38752	67	\$0.66563	91	\$0.91881
20	\$0.21114	44	\$0.39727	68	\$0.67745	92	\$0.93247
21	\$0.21679	45	\$0.40724	69	\$0.68915	93	\$0.94924
22	\$0.22260	46	\$0.41744	70	\$0.70072	94	\$0.97087
23	\$0.22856	47	\$0.42786	71	\$0.71210		

The Table of Reduced Paid-Up Net Single Premiums is based on the 2017 Commissioners Standard Ordinary (CSO) mortality table, age last birthday, male, smoker, as applicable, using an interest rate of 3.00%. The Table of Reduced Paid-Up Net Single Premiums does not reflect any values provided by riders or any certificate loans.

**TABLE OF REDUCED PAID-UP NET SINGLE PREMIUMS
NON-TOBACCO USER**

ATTAINED AGE	NET SINGLE PREMIUM	ATTAINED AGE	NET SINGLE PREMIUM	ATTAINED AGE	NET SINGLE PREMIUM	ATTAINED AGE	NET SINGLE PREMIUM
0	\$0.10004	24	\$0.19424	48	\$0.36930	72	\$0.66449
1	\$0.10282	25	\$0.19941	49	\$0.37908	73	\$0.67871
2	\$0.10578	26	\$0.20476	50	\$0.38911	74	\$0.69288
3	\$0.10883	27	\$0.21037	51	\$0.39938	75	\$0.70698
4	\$0.11199	28	\$0.21619	52	\$0.40988	76	\$0.72101
5	\$0.11525	29	\$0.22221	53	\$0.42057	77	\$0.73495
6	\$0.11862	30	\$0.22845	54	\$0.43148	78	\$0.74882
7	\$0.12209	31	\$0.23489	55	\$0.44260	79	\$0.76261
8	\$0.12568	32	\$0.24149	56	\$0.45396	80	\$0.77627
9	\$0.12937	33	\$0.24827	57	\$0.46557	81	\$0.78979
10	\$0.13317	34	\$0.25521	58	\$0.47745	82	\$0.80312
11	\$0.13708	35	\$0.26229	59	\$0.48961	83	\$0.81627
12	\$0.14110	36	\$0.26948	60	\$0.50202	84	\$0.82919
13	\$0.14521	37	\$0.27680	61	\$0.51467	85	\$0.84188
14	\$0.14940	38	\$0.28425	62	\$0.52751	86	\$0.85432
15	\$0.15364	39	\$0.29185	63	\$0.54053	87	\$0.86654
16	\$0.15789	40	\$0.29963	64	\$0.55370	88	\$0.87859
17	\$0.16213	41	\$0.30761	65	\$0.56704	89	\$0.89067
18	\$0.16635	42	\$0.31577	66	\$0.58053	90	\$0.90307
19	\$0.17067	43	\$0.32413	67	\$0.59419	91	\$0.91632
20	\$0.17511	44	\$0.33269	68	\$0.60801	92	\$0.93117
21	\$0.17967	45	\$0.34148	69	\$0.62198	93	\$0.94879
22	\$0.18436	46	\$0.35051	70	\$0.63608	94	\$0.97087
23	\$0.18922	47	\$0.35978	71	\$0.65027		

The Table of Reduced Paid-Up Net Single Premiums is based on the 2017 Commissioners Standard Ordinary (CSO) mortality table, age last birthday, male, nonsmoker, as applicable, using an interest rate of 3.00%. The Table of Reduced Paid-Up Net Single Premiums does not reflect any values provided by riders or any certificate loans.

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).

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 grace period means the period where this certificate remains in force, but where the certificate may terminate as described in the End of a Certificate Grace Period provision, if timely premium payments and/or loan repayments are not received by us. During the certificate grace period, the death benefit and all certificate provisions remain in effect.

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 26 or over age 26 if attending an educational institution and relying upon the employee or member for financial support, 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.

Death benefit means the amount payable to the beneficiary. The death benefit is equal to the death benefit amount minus certificate debt.

Death benefit amount means the amount described in this certificate, which depends on the death benefit option selected.

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.

Fund value means the current accumulation of value as described in this certificate.

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 95th birthday and is shown in the Certificate Specifications. It is possible that coverage may not continue to the maturity date, even if scheduled premiums are paid in a timely manner.

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.

Minimum monthly premium means the amount which, if received by us on or before the first day of each certificate month, during the first five certificate years, will guarantee that this certificate will not enter a grace period during the first five certificate years. The initial minimum monthly premium is shown in the Certificate Specifications. Changes to this certificate may change the minimum monthly premium. The Beginning of a Certificate Grace Period provision and the End of a Certificate Grace Period provision describe in more detail how the minimum monthly premium affects this certificate.

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

Monthly deduction means the monthly expense charge plus the monthly cost of insurance for this certificate and any attached rider(s).

DEFINITIONS (Continued)

Net surrender value means the surrender 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.

Planned periodic premium means the amount and frequency of the premium issued and as shown in the Certificate Specifications.

Policy means the group contract, which 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.

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.

Specified amount means the amount shown in the Certificate Specifications, adjusted by any increase or decrease in specified amount since the certificate effective date.

Surrender value means the fund value less the surrender charge.

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.

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 Continuation of Coverage or Conversion. In the event the insured (or a minor insured's legal guardian) does not exercise the Continuation of Coverage or Conversion, this 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. You 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.

PREMIUMS AND GRACE PERIOD

PAYMENT OF PREMIUMS

Premiums are payable to our Home Office. The first premium due date is the certificate effective date.

FLEXIBILITY

Premium payments are flexible. This means you may choose the amount and frequency of payments. The amount of premium payments that you may pay is limited by the Internal Revenue Service (IRS). We have the right to:

1. limit the number and the amount of premiums in accordance with IRS requirements. We will conduct a test no less frequently than annually, and return any excess premium payments, with interest, within 60 days of the end of the certificate year in which the excess premium payments were paid; and
2. require evidence of insurability if the death benefit amount must be increased due to IRS requirements.

The actual amount and frequency of premium payments affects the fund value and the amount and duration of insurance. Refer to the Certificate Fund Value provision for a detailed explanation.

PLANNED PERIODIC PREMIUM

The amount and frequency of the planned periodic premium is as issued. You may make a written request to change the amount and frequency. No premium may be paid after the maturity date.

BEGINNING OF A CERTIFICATE GRACE PERIOD

When this certificate has been in force for less than five years, a certificate grace period will begin when all of the following conditions occur:

1. this certificate is in force and not in a grace period;
2. the net surrender value is zero or less; and
3. the sum of the minimum monthly premiums for each of the certificate months that this certificate has been in force for at least a portion of the certificate month is greater than:
 - a. the sum of all premium payments received by us; minus
 - b. the sum of all loans taken by you, including the sum of all loan repayments received by us; minus
 - c. the sum of all partial surrenders taken by you, including the sum of all partial surrender service charges.

When this certificate has been in force for five or more years, a certificate grace period will begin when all of the following conditions occur:

1. the certificate is in force and not in a grace period; and
2. the net surrender value is zero or less.

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PREMIUMS AND GRACE PERIOD (Continued)

END OF A CERTIFICATE GRACE PERIOD

A certificate grace period will end at any time any of the following conditions occur:

1. it has been at least 61 days since the certificate grace period began, and it has been at least 31 days since we mailed you a notice that this certificate is in the certificate grace period. If a certificate grace period ends as a result of this condition becoming true, this certificate and any attached rider(s) terminate;
2. we received a premium payment or loan repayment equal to or exceeding the amount stated in a notice we mailed you as necessary to end the certificate grace period with this certificate still in force;
3. we received a premium payment or loan repayment after the certificate grace period began but before we mailed you notice of what premium payment or loan repayment would be necessary to end the certificate grace period with this certificate still in force; and this certificate has been in force for less than 5 years; and the sum of the minimum monthly premiums for each of the certificate months that this certificate has been in force for at least a portion of the certificate month is less than or equal to:
 - a. the sum of all premium payments received by us; minus
 - b. the sum of all loans taken by you minus the sum of all loan repayments received by us; minus
 - c. the sum of all partial surrenders taken by you, including the sum of all partial surrender service charges;
4. we received a premium payment or loan repayment after the certificate grace period began but before we mailed you notice of what premium payment or loan repayment would be necessary to end the certificate grace period with this certificate still in force, and the net surrender value is greater than zero; or
5. this certificate terminates for a reason not directly caused by the certificate grace period. If the certificate grace period ends as a result of this condition occurring, the amount payable, if any, will be based on this certificate's values as of the date of termination.

(This space intentionally left blank.)

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 amount in a lump sum to the beneficiary upon our receipt of proof of death. We may also require submission of this certificate with the proof of 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 planned periodic premium waived under the Payor Waiver of Premium for Total Disability Rider.

DEATH BENEFIT OPTIONS

The death benefit amount depends on the death benefit option in effect on the date of the insured's death. The death benefit option and the initial specified amount in effect on the certificate effective date are shown in the Certificate Specifications:

1. under Death Benefit Option 1, the death benefit amount is the specified amount on the date of death;
2. under Death Benefit Option 2, the death benefit amount is the specified amount, plus the fund value on the date of death.

The above options are subject to IRS requirements.

The death benefit amount in any certificate year is not less than the minimum death benefit amount. The minimum death benefit amount equals a percent of the fund value on the date of death, based on the following table:

Attained Age	Fund Value %	Attained Age	Fund Value %	Attained Age	Fund Value %	Attained Age	Fund Value %
40 and Under	250	54	157	68	117	82	105
41	243	55	150	69	116	83	105
42	236	56	146	70	115	84	105
43	229	57	142	71	113	85	105
44	222	58	138	72	111	86	105
45	215	59	134	73	109	87	105
46	209	60	130	74	107	88	105
47	203	61	128	75	105	89	105
48	197	62	126	76	105	90	105
49	191	63	124	77	105	91	104
50	185	64	122	78	105	92	103
51	178	65	120	79	105	93	102
52	171	66	119	80	105	94	101
53	164	67	118	81	105	95	100

MATURITY BENEFIT

If the insured is living on the maturity date and while this certificate is in force, we will pay the net surrender value in a lump sum to you.

CHANGING THE DEATH BENEFIT

RIGHT TO CHANGE AMOUNT OR DEATH BENEFIT OPTION

After the first certificate anniversary date, you may make a written request to change the specified amount or the death benefit option. We may limit the number of each such type of change to one per 12-month period. A change approved by us goes into effect on the monthly date after the date we receive the written request at our Home Office.

INCREASING THE SPECIFIED AMOUNT

A request for an increase must include the following:

1. an evidence of insurability form; and
2. the first monthly deduction for the increase.

Increases in the specified amount are subject to our underwriting rules, issue limit amounts, and age limits.

DECREASING THE SPECIFIED AMOUNT

Any decrease is applied in the following order:

1. against the specified amount of the most recent increase; then
2. against the next most recent increases, in order; then
3. against the initial specified amount.

The specified amount remaining in force after a decrease cannot be less than the minimum specified amount shown in the Certificate Specifications. We reserve the right to refuse a decrease which causes a certificate not to qualify as life insurance under IRS requirements.

CHANGING THE DEATH BENEFIT OPTION

If you request a change from Death Benefit Option 1 to Death Benefit Option 2, the specified amount is decreased by the amount of the fund value, but not below the minimum specified amount shown in the Certificate Specifications. Evidence of insurability may be required.

If you request a change from Death Benefit Option 2 to Death Benefit Option 1, the specified amount is increased by the amount of the fund value. No evidence of insurability is required.

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CERTIFICATE FUND VALUE

FUND VALUE ON THE CERTIFICATE EFFECTIVE DATE

The fund value on the certificate effective date is:

1. 92.5%* of any premiums received on or before the certificate effective date; minus
2. the monthly expense charge for the first certificate month; minus
3. the monthly cost of insurance for this certificate for the first certificate month.

FUND VALUE ON EACH MONTHLY DATE

On any monthly date after the certificate effective date, the fund value is:

1. the fund value on the last monthly date; plus
2. one month's interest on item 1 above; plus
3. 92.5%* of any premiums received since the last monthly date; minus
4. any partial surrender of fund value and any partial surrender service charge since the last monthly date; minus
5. the monthly expense charge for the month following the monthly date; minus
6. the monthly cost of insurance for this certificate for the month following the monthly date.

* At our option, we may credit more than 92.5% of any premiums received. The amount we credit will always be at least 92.5% and will never be greater than 100%.

On any day other than the monthly date, the fund value will be calculated in a like manner.

INTEREST RATE

The guaranteed rate used in calculating fund values is the monthly rate shown in the Certificate Specifications, compounded monthly. This is equivalent to the annual rate shown in the Certificate Specifications, compounded annually. We may use rates greater than guaranteed rates to calculate fund values. We may use a different rate for the portion of the fund value which equals the amount of certificate debt, but never less than the monthly rate shown in the Certificate Specifications.

HOW WE CALCULATE THE MONTHLY EXPENSE CHARGE

The monthly expense charge for a certificate month equals:

1. the monthly cost of insurance for benefits provided by any rider(s) attached to this certificate; plus
2. a monthly fee of \$2.00 in all certificate years; plus
3. the monthly per thousand charge, if any.

HOW WE CALCULATE THE MONTHLY COST OF INSURANCE

We calculate the cost of insurance on each monthly date. The monthly cost of insurance is determined as follows:

1. divide the death benefit amount on the monthly date (prior to the deduction of the cost of insurance for this certificate) by the death benefit discount factor amount shown in the Certificate Specifications (this discounts the death benefit amount to the beginning of the month at the guaranteed interest rate); then
2. determine the fund value on the monthly date (prior to the deduction of the cost of insurance for this certificate); and
3. subtract item 2 from item 1 above, divide by 1,000 (this is the number of \$1,000's of net amount at risk), then multiply by the cost of insurance rate per \$1,000.

COST OF INSURANCE RATES

The cost of insurance rates are based on many factors, including, but not limited to, the insured's age, certificate year, premium class, and specified amount. We may change the cost of insurance rates for any reason at any time, but they will never be more than the guaranteed maximum rates shown in the Certificate Specifications. For the specified amount at issue, the premium class on the certificate effective date applies. For increases in the specified amount, the premium class applicable to the increase applies. When the death benefit amount is increased due to the minimum death benefit, the premium class for the most recent increase applies to the amount of increase. When the specified amount is decreased, the order of decreases is explained in the Decreasing the Specified Amount provision. Each time there is an increase or decrease, an average premium class weighted by specified amount is computed. The same weighting is used to determine an average cost of insurance rate to apply to the total specified amount.

CERTIFICATE FUND VALUE (Continued)

HOW WE CALCULATE THE MONTHLY PER THOUSAND CHARGE

The monthly per thousand charge is a charge for each \$1,000 of initial specified amount to be deducted at the beginning of each certificate month. The monthly per thousand charge will also be deducted for each \$1,000 of increased specified amount at the beginning of each certificate month beginning on the effective date of such increase. Maximum annual charges per \$1,000 are shown below. At our option, we may determine a lower annual charge. The monthly charges per \$1,000 are the annual per \$1,000 charges divided by 12.

**MAXIMUM ANNUAL EXPENSE CHARGES PER \$1,000 OF INITIAL SPECIFIED AMOUNT
OR INCREASED SPECIFIED AMOUNT**

Age at issue or increase	Non-Tobacco User		Age at issue or increase	Tobacco User	
	Duration since Issue or Increase (Year)	Duration since Issue or Increase (Year)		Duration since Issue or Increase (Year)	Duration since Issue or Increase (Year)
	1-14	15+		1-14	15+
0-20	1.92	0.00	0-20	2.52	0.48
21-25	1.92	0.00	21-25	3.00	0.96
26-30	1.92	1.08	26-30	3.60	0.96
31-35	2.16	1.08	31-35	4.08	1.44
36-40	3.12	2.40	36-40	5.16	1.44
41-45	3.12	3.12	41-45	6.48	2.28
46-50	5.12	5.12	46-50	9.24	3.24
51-55	6.68	6.68	51-55	11.76	11.76
56-60	10.00	10.00	56-60	15.84	15.84
61-65	15.00	15.00	61-65	23.88	23.88
66-67	23.00	23.00	66-67	37.44	37.44
68	24.00	24.00	68	37.44	37.44
69	27.00	27.00	69	37.44	37.44
70	30.00	30.00	70	37.44	37.44
71	35.00	35.00	71	61.68	61.68
72	40.00	40.00	72	61.68	61.68
73-75	45.00	45.00	73-75	61.68	61.68
76-80	48.00	48.00	76-80	100.56	100.56

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CERTIFICATE LOAN, PARTIAL SURRENDER, AND NON-FORFEITURE OPTIONS

CERTIFICATE LOANS

You may take a loan under this certificate if:

1. this certificate is in force; and
2. the loan is not more than the loan value.

The loan value is the surrender 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 deductions; and
4. an amount equal to 2 monthly deductions.

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 surrender value, this certificate terminates. At least a 31-day prior notice will be sent to you.

PARTIAL SURRENDER

After the first certificate anniversary date, you may request a partial surrender any time during the insured's lifetime and before the maturity date. The partial surrender is effective on the date we receive and accept your written request. A \$25 service charge is deducted from the fund value for each partial surrender. The amount surrendered plus the service charge cannot exceed the net surrender value, but must be at least \$250.

Under Death Benefit Option 1, the specified amount is reduced by the amount of the partial surrender. A partial surrender is not allowed if it would reduce the specified amount below the minimum specified amount shown in the Certificate Specifications.

A partial surrender cannot be repaid, but you can make unscheduled premium payments.

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CERTIFICATE LOAN, PARTIAL SURRENDER, AND NON-FORFEITURE OPTIONS (Continued)

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 return this certificate to us and request its net surrender value. A surrender is effective on the date we receive your written request at our Home Office. The fund value used to calculate the surrender value is the value as of the day we receive your request at our Home Office.

How to Calculate the Cash Surrender Value

For renewal years, multiply the maximum surrender charge by the percentages shown in the Percent of Maximum Surrender Charge table on the next page. Years and months are measured from the certificate effective date or date of increase, respectively.

The surrender charge for this certificate equals the sum of the surrender charge on the initial specified amount, plus the surrender charge on any increase in specified amount. The surrender charge on the initial specified amount equals the rate per \$1,000 shown in the Percent of Maximum Surrender Charge table on the next page, times the number of \$1,000s of initial specified amount.

The surrender charge on any increased specified amount equals the rate per \$1,000 shown in the Percent of Maximum Surrender Charge table on the next page, based on the attained age at increase, times the number of \$1,000's of increased specified amount.

If the specified amount is decreased for any reason, the surrender charge is not affected. There is no reduction in the surrender charge due to such decrease.

TABLE OF MAXIMUM SURRENDER CHARGES
(Per \$1,000 of Initial Specified Amount or Increased Specified Amount)

Age at Issue or Increase	Maximum Surrender Charge	Age at Issue or Increase	Maximum Surrender Charge	Age at Issue or Increase	Maximum Surrender Charge	Age at Issue or Increase	Maximum Surrender Charge
0	5.00	21	6.50	42	15.50	63	40.00
1	5.00	22	7.00	43	16.00	64	40.00
2	5.00	23	7.00	44	17.00	65	40.00
3	5.00	24	8.00	45	18.00	66	48.00
4	5.00	25	8.00	46	18.00	67	48.00
5	5.00	26	8.00	47	18.00	68	48.00
6	5.00	27	8.00	48	18.50	69	48.00
7	5.00	28	9.00	49	19.00	70	51.00
8	5.00	29	9.00	50	19.50	71	55.00
9	5.00	30	9.00	51	20.00	72	55.00
10	5.00	31	10.00	52	21.00	73	55.00
11	5.00	32	10.00	53	22.00	74	55.00
12	5.00	33	11.00	54	23.00	75	55.00
13	5.00	34	11.00	55	25.00	76	55.00
14	6.00	35	12.00	56	33.00	77	55.00
15	6.00	36	12.00	57	33.00	78	55.00
16	6.00	37	13.00	58	33.00	79	55.00
17	6.00	38	13.50	59	33.00	80	55.00
18	6.00	39	14.00	60	40.00		
19	6.00	40	14.50	61	40.00		
20	6.50	41	15.00	62	40.00		

CERTIFICATE LOAN, PARTIAL SURRENDER, AND NON-FORFEITURE OPTIONS (Continued)

NON-FORFEITURE (Continued)

PERCENT OF MAXIMUM SURRENDER CHARGE

During Year	Age at Issue or Increase				
	0-30	31-45	46-54	55-70	71+
1	100%	100%	100%	100%	100%
2	100%	100%	100%	100%	90%
3	100%	100%	100%	100%	80%
4	80%	80%	60%	60%	60%
5	60%	60%	25%	50%	50%
6	50%	50%	25%	40%	40%
7	50%	50%	25%	30%	30%
8	50%	50%	25%	20%	20%
9	50%	50%	25%	10%	10%
10	50%	50%	25%	0%	0%
11	50%	50%	25%		
12	50%	50%	25%		
13	50%	45%	25%		
14	50%	40%	25%		
15	50%	35%	0%		
16	50%	30%			
17	50%	25%			
18	50%	20%			
19	50%	10%			
20	0%	0%			

2. **Reduced Paid-Up Insurance.** You may, at any time, elect to surrender this certificate and use the net surrender value to purchase reduced paid-up insurance. This reduced paid-up insurance will be in force until the maturity date unless it is surrendered. If the insured is living on the maturity date, we will pay the reduced paid-up insurance amount to you.

The reduced paid-up amount is calculated by dividing the net surrender value by the net single premium. The net single premium is calculated using the guaranteed maximum cost of insurance rates and the guaranteed interest rate. See the Table of Reduced Paid-Up Net Single Premiums on pages 5A and 5B.

We reserve the right to refuse to provide this option if the reduced paid-up insurance amount would be less than \$1,000.

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

The value provided on surrender is calculated by multiplying the reduced paid-up insurance amount by the net single premium calculated at the time this option is surrendered.

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.

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.

GENERAL PROVISIONS

TERMINATION OF COVERAGE

Subject to the Continuation of Coverage provision, this certificate terminates on the earliest of:

1. the end of the certificate 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. upon our discovery of fraud or material misrepresentation in the presentation of a claim.

DISCRETIONARY AUTHORITY, IF GOVERNED BY ERISA

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

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

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.

No such statement will be used to contest any increased 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.

If there are any increases to the specified amount, a new 2-year suicide exclusion period applies to each increase starting on the date of increase. The death benefit for the new increase is the monthly deductions due to the increase during such period.

MISSTATEMENT OF AGE, SEX, OR TOBACCO USE STATUS

If the insured's age, sex, or tobacco use status is misstated and this misstatement impacts the rate calculation, the death benefit amount will be adjusted using the correct age, sex, 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. No adjustments to the fund value will be made as a result of the insured's age, sex, or tobacco use status being misstated.

NON-PARTICIPATING

This certificate does not share in surplus distribution.

GENERAL PROVISIONS (Continued)

BASIS OF CERTIFICATE VALUES

The basis for the minimum surrender values and guaranteed maximum cost of insurance rates is shown in the Certificate Specifications. All of the values are the same or more than the minimums set by the laws of the state where the policy is issued. If required, we have filed a detailed statement about this with the state insurance department. Reserves will always be at least as great as the minimum required by law.

ANNUAL REPORT

We will send you a report at least once a year without charge. It shows since the last report:

1. current fund value;
2. current certificate debt;
3. premiums paid;
4. expenses;
5. cost of insurance deducted for this certificate and any attached rider(s);
6. interest credited to the fund value;
7. partial surrenders (including service charges); and
8. current death benefit amount.

PROJECTION OF VALUES AND BENEFITS

At your written request, we will provide a report which shows projected future results. The report is based on assumptions in regard to:

1. the death benefits and planned periodic premium payments you specify; and
2. such other assumptions needed as specified by you or us.

A fee of up to \$25.00 may be charged as determined by us. The report is based on assumptions, and is not a guarantee of results or performance.

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 (IRC);
2. any regulations or rulings issued by the Internal Revenue Service (IRS); and
3. any other requirements imposed by the IRS.

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 IRC. 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.

GENERAL PROVISIONS (Continued)

APPEALS PROCEDURE

You, or your beneficiary, have 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), you or your 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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CONTINUATION OF COVERAGE

If your coverage ends pursuant to items 5, 6, 7 or 8 of the Termination of Coverage provision, you may elect to continue your coverage, including any rider(s) attached to this certificate, by paying the premiums directly to us at our Home Office. We will bill you for these premiums. If you stop paying premiums under this option, your coverage may enter its certificate grace period.

Continuation of Coverage and Conversion are mutually exclusive. You may not elect both Continuation of Coverage 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 rider(s) attached to the certificate 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 of 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 Continuation of Coverage are mutually exclusive. You may not elect both Continuation of Coverage and Conversion.

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AMERICAN HERITAGE LIFE INSURANCE COMPANY

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

A Stock Company

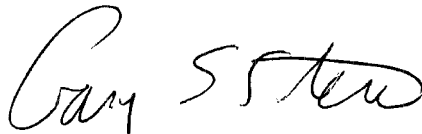
ENDORSEMENT TO ADD OR CHANGE RIDERS AFTER POLICY DATE

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 that reads "Gary Stewart". 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

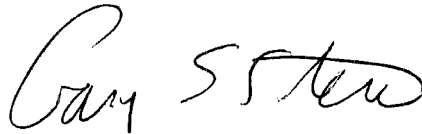
ENDORSEMENT TO CHANGE TOBACCO STATUS

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

Change in Tobacco Status. If the insured is age 19 or older, you may request the insured be reassigned to the non-tobacco premium class. Upon proof satisfactory to us that the insured meets our criteria of a non-tobacco user, we will reassign the insured to the non-tobacco premium class. The change 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 that reads "Gary Stewart". 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

www.allstatebenefits.com

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