AMERICAN HERITAGE LIFE INSURANCE COMPANY

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

ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER OUTLINE OF COVERAGE

Rider Form Number: GWCLTC1WA

CAUTION: The issuance of the 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 the 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: The 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 the rider as well as those of the certificate to which it is attached.

- 1. This coverage is a rider that is issued through a group life plan in Washington.
- 2. PURPOSE OF OUTLINE OF COVERAGE. This outline of coverage provides you with a very brief description of the important features of the rider. You should compare this outline of coverage to outlines of coverage for other policies available to you. This is not an insurance contract, but only a summary of coverage. Only the Accelerated Death Benefit for Long Term Care Rider and the certificate it is attached to contain governing contractual provisions. This means that the certificate and the rider set forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you READ YOUR LIFE INSURANCE CERTIFICATE AND ALL RIDERS CAREFULLY.
- 3. **FEDERAL TAX CONSEQUENCES.** The rider is intended to be 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 the rider is issued.
- 4. TERMS UNDER WHICH THE RIDER MAY BE CONTINUED IN FORCE OR DISCONTINUED.

Portability. If coverage provided under the group policy ends pursuant to the Termination of Coverage provision in the certificate, you may elect to continue your coverage, including any riders attached, under a group whole life trust policy, called the Portability Policy. Review the Portability Privilege provision in the certificate.

Waiver of Premium. For each certificate month the insured receives monthly benefits under the 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.

- 5. **TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS.** The annual premium for the rider will be shown in the certificate. The premium quoted at issue of the rider will not be changed.
- 6. **TERMS UNDER WHICH THE RIDER MAY BE RETURNED AND PREMIUM REFUNDED.** The rider may be cancelled by a written request from you at any time. Cancellation will take effect on the date of death or the date we receive the written request for cancellation at our Home Office. We will refund a pro rata part of any premium paid for the rider beyond that date.
- 7. **THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If you are eligible for Medicare, review the *Medicare Supplement Buyer's Guide* available from us. Neither American Heritage Life Insurance Company nor its insurance producers represent Medicare, the federal government, or any state government.

- 8. ACCELERATED DEATH BENEFIT FOR LONG TERM CARE COVERAGE. Coverage in this category is designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community, or in the home. The rider provides coverage in the form of a fixed dollar indemnity benefit, by accelerating the death benefits available under your certificate, for covered long term care expenses, subject to rider limitations and requirements. After our receipt of written proof acceptable to us that the insured has satisfied the conditions stated in the Conditions on Eligibility for Benefits provision, you may choose to receive a portion of the death benefit while the insured is still alive and while the certificate and rider are in force, until the entire current death benefit provided by the certificate has been paid out.
- 9. **BENEFITS PROVIDED UNDER THE RIDER.** If the insured satisfies the conditions stated in the Conditions on Eligibility for Benefits provision, we will pay a monthly benefit to the certificate holder upon our receipt of:
 - a. the certificate holder's written request for the accelerated death benefit;
 - b. written certification from a licensed health care practitioner that the insured is chronically ill; and
 - c. signed consent from any irrevocable beneficiary or assignee.

Conditions on Eligibility for Benefits. Eligibility for benefits under the rider is satisfied when all of the following conditions are met:

- a. the insured is chronically ill;
- b. the certificate and rider are in force;
- c. the insured has satisfied the elimination period;
- d. the insured has used qualified long term care services and been chronically ill during the last 180 consecutive days;
- e. the insured is receiving qualified long term care services while the rider is in force;
- f. the insured is in a period of care that begins while the rider is in force;
- g. the insured incurred charges for qualified long term care services which are included in the insured's plan of care; and
- 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.

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 the rider is first satisfied;
 - "C" is the acceleration percentage shown in the certificate for the 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 the rider and any accelerated death benefit amounts from other riders attached to the certificate.

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

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

In no instance will the sum of the monthly accelerated death benefit amounts under the rider exceed the death benefit amount on the day the elimination period is first satisfied.

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

Definitions. These are some of the important definitions that will help you understand the Conditions on Eligibility for Benefits provision. Please review the rider for further information.

- a. 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:
 - i. 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.
 - ii. 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.
 - iii. Dressing putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
 - iv. 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.
 - v. Toileting getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
 - vi. Transferring the ability to move into or out of a bed, chair or wheelchair.
- b. Chronically ill means the insured has been certified by a licensed health care practitioner within the preceding 12 month period as:
 - i. 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
 - ii. requiring substantial supervision to protect oneself from threats to health and safety due to cognitive impairment.
- c. Cognitive impairment means a deficiency in the insured's:
 - i. short or long term memory;
 - ii. orientation as to person, place and time;
 - iii. deductive or abstract reasoning; or
 - iv. 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.

- d. **Elimination period** means the number of days at the beginning of a period of care for which benefits are not payable under the rider. The number of days in the elimination period for the rider is 90. In order for a day to count as a day in the elimination period, the following requirements must be met:
 - i. the insured is chronically ill; and
 - ii. charges must be incurred for the qualified long term care services of the insured.
- 10. **LIMITATIONS AND EXCLUSIONS.** We will not pay benefits under the rider for that portion of any day of qualified long term care services that are:
 - a. 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);
 - b. provided as a result of alcoholism or drug addiction;
 - c. provided as a result of illness, treatment or medical conditions arising out of:
 - i. war or act of war (whether declared or undeclared);
 - ii. participation in a felony, riot or insurrection;
 - iii. service in the armed forces or units auxiliary thereto; or
 - iv. suicide (while sane or insane), attempted suicide or intentionally self-inflicted injury;
 - d. 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
 - e. received outside the United States or its territories.

Pre-existing Condition Limitation. We do not pay benefits under the 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.

A pre-existing condition is a condition, including a condition not diagnosed or identified, for which:

- a. symptoms existed within 6 months before the rider effective date; or
- b. 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.

THE RIDER MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG TERM CARE NEEDS.

- 11. **RELATIONSHIP OF COST OF CARE AND BENEFITS.** Because the costs of long term care services will likely increase over time, you should consider whether and how the benefits of the plan may be adjusted. The rider is level and will not increase over time. There is no inflation protection available with the rider.
- 12. **ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS.** The rider provides coverage for insureds clinically diagnosed as having Alzheimer's Disease or related degenerative and dementing illnesses. These illnesses are covered to the same extent as long as they meet the requirements of the rider.
- 13. **PREMIUMS.** The premium for the rider is shown in the certificate.

14. ADDITIONAL FEATURES.

- a. The rider is issued or declined based on your responses to the questions on your enrollment form and/or evidence of insurability form. Issuance of the rider is contingent upon medical underwriting of the life insurance certificate to which the rider is attached.
- b. Impact on Certificate Values. When a monthly accelerated death benefit is paid:
 - the death benefit amount will be reduced by the monthly accelerated death benefit amount;
 - ii. 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;
 - iii. the certificate debt will be reduced by the portion of the certificate debt deducted from the monthly accelerated death benefit amount; and
 - iv. 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 the rider, no change to existing riders may be requested nor may new riders be added. The payment of monthly benefits under the rider will not affect any Accidental Death Benefit or Term rider(s). If the certificate's death benefit amount has been totally accelerated, then the certificate and any rider(s) will terminate with no further benefits payable.

- 15. CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG TERM CARE INSURANCE. CONTACT US IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER.
- 16. **ILLUSTRATIVE EXAMPLE.** Below is a sample* illustration of the effect of an accelerated death benefit for long term care on a certificate. This illustration shows the effect on the death benefit amount, cash value, certificate debt, and premium for the certificate before the accelerated death benefit for long term care is elected and immediately after the election is made.

Certificate Value:	Before Acceleration	After Acceleration
Death Benefit Amount	\$100,000.00	\$96,000.00
Accelerated Death Benefit Amount	N/A	\$4,000.00**
Cash Value (CV)	\$4,444.00	\$4,266.24
Certificate Debt	\$100.00	\$96.00
Net Surrender Value	\$4,344.00	\$4,170.24
Death Benefit	\$99,900.00	\$95,904.00
Life Insurance Annual Premium***	\$1,178.00	\$1,130.88

- * The values shown above are for illustrative purposes only and assume the accelerated death benefit of 4% is exercised at the beginning of the 10th year for a male, non-tobacco, age 35 at issue, with \$100.00 of outstanding certificate debt.
- ** The accelerated death benefit payment will be reduced by any pro rata loan. This results in a net accelerated death benefit payment of \$3,996.00.
- *** Life insurance annual premium does not reflect premiums payable for any riders. Premiums are waived while the insured receives monthly benefits. Once the insured is no longer eligible to receive benefits under the rider, any remaining premiums resume.



AMERICAN HERITAGE LIFE INSURANCE COMPANY

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A Stock Company

GROUP WHOLE LIFE INSURANCE POLICY

POLICYHOLDER: XYZ Company, Inc.

POLICY NUMBER: G-12345

POLICY EFFECTIVE DATE: January 1, 2018

POLICY ANNIVERSARY DATE: January 1, 2019 and the first day of January each calendar year thereafter.

GOVERNING JURISDICTION: Washington

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

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

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

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

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

PLEASE READ THIS POLICY CAREFULLY!

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

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

Secretary

President

GROUP WHOLE LIFE INSURANCE

MATURITY BENEFIT PAID TO THE CERTIFICATE HOLDER ON THE MATURITY DATE IF

THE INSURED IS LIVING ON THAT DATE

DEATH BENEFIT PAYABLE AT DEATH OF INSURED PRIOR TO MATURITY DATE

NON-PARTICIPATING – NO DIVIDENDS



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POLICY EFFECTIVE DATE: This policy will take effect on the effective date shown on page 1.

ELIGIBLE CLASS(ES):

All full-time active employees of the policyholder who work 30 or more hours a

week.

Temporary and seasonal workers are excluded from coverage.

Eligible Dependents: Spouse and Child(ren) of eligible employees or members.

ELIGIBILITY WAITING PERIOD: The period commencing with the employee's or member's date of employment and

ending with the first day of the month immediately following, or coinciding with, the employee's or member's completion of 90 days of continuous active employment.

LIFE INSURANCE BENEFIT: Amount selected by the employee or member – Up to \$250.000

ADDITIONAL BENEFITS:

Portability Privilege Insurance Benefit amount, up to \$250.000

Other Support Services This policy may include enrollment, risk management, and other support services

related to the policyholder's benefit program.

50% of Insured's Life Insurance, up to \$100,000

ADDITIONAL RIDERS:

Accelerated Death Benefit

for Terminal Illness or Condition Rider

Accelerated Death Benefit for Long Term Care Rider

Acceleration Percentage: 4%



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

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

Employee or Member	<u>Spouse</u>	<u>Child(ren)</u>
Subject to an overall maximum life	Subject to an overall maximum life	Subject to an overall maximum life
insurance amount of:	insurance amount of:	insurance amount of: \$10,000
\$100,000 for ages 18-50	\$50,000 for ages 18-50	
\$150,000 for ages 51-65	\$100,000 for ages 51-65	

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

Employee or Member	Spouse	Child(ren)
Subject to an overall maximum life	Subject to an overall maximum life	Subject to an overall maximum life
insurance amount of:	insurance amount of:	insurance amount of: \$10,000
\$150,000 for ages 18-50	\$50,000 for ages 18-50	
\$200,000 for ages 51-65	\$100,000 for ages 51-65	

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

Employee or Member	Spouse	<u>Child(ren)</u>
Subject to an overall maximum life	Subject to an overall maximum life	Subject to an overall maximum life
insurance amount of:	insurance amount of:	insurance amount of: \$10,000
\$200,000 for ages 18-50	\$50,000 for ages 18-50	
\$250,000 for ages 51-65	\$100,000 for ages 51-65	

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ANNUAL PREMIUM RATE:

Rates per \$1,000 – Based on Issue Age of the Insured		
Issue Age Band	Non-Tobacco	Tobacco
18-29	\$XX.XX	\$XX.XX
30-39	\$XX.XX	\$XX.XX
40-49	\$XX.XX	\$XX.XX
50-59	\$XX.XX	\$XX.XX
60-64	\$XX.XX	\$XX.XX
65-80	\$XX.XX	\$XX.XX

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PREMIUM DUE: <u>January 1, 2018</u> and the <u>first day</u> of each <u>calendar month</u> thereafter.

All premiums must be sent to us on or before the premium due date. The premium

must be paid in United States dollars.

TOBACCO RATING BASIS: Tobacco/Non-Tobacco

MINIMUM PARTICIPATION REQUIREMENT

The minimum participation required by the governing jurisdiction or a minimum of $\underline{5}$ insured employees or members, whichever is greater, is required to issue this policy.

DIVISIONS, SUBSIDIARIES, OR AFFILIATED COMPANIES

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

Name Location (City and State)

None

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

Material and substantial duties mean duties that:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



APPLICATION FOR GROUP INSURANCE

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

POLICYHOLDER DUTIES

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

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

ENTIRE POLICY

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

POLICY INCONTESTABILITY

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

CLERICAL ERROR

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

TIME PERIODS

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

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

CHANGE(S) IN THIS POLICY

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

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

EFFECTIVE DATE OF CHANGES

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



COMPLIANCE WITH FEDERAL LAWS

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

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

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

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

TERMINATION OF THIS POLICY

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

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

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

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

INSPECTION OF THIS POLICY

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

CERTIFICATES

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

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



PAYMENT OF PREMIUMS

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

POLICY GRACE PERIOD

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

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

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

NON-PAYMENT OF PREMIUM

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

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EVIDENCE OF INSURABILITY

Evidence of insurability is required at the time of enrollment.

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

- is applying for an amount of coverage over the applicable Guaranteed Issue Limit or Contingent Guaranteed Issue Limit;
- 2. is applying for coverage, or an increase in the amount of coverage, at any time after his or her initial enrollment period;
- 3. does not enroll an eligible spouse for coverage within 31 days of eligibility; or
- 4. does not enroll an eligible child for coverage within 60 days of eligibility.

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

ELIGIBILITY OF AN EMPLOYEE OR MEMBER FOR COVERAGE

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

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

ELIGIBILITY OF A SPOUSE FOR COVERAGE

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

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

ELIGIBILITY OF CHILD(REN) FOR COVERAGE

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

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

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

EFFECTIVE DATE OF COVERAGE

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

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

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

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

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

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



CERTIFICATE HOLDER

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

BENEFICIARY

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

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

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

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

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

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

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

CHANGE OF BENEFICIARY

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

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

ASSIGNMENT OF BENEFITS

An assignment of benefit is not binding on us unless:

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

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



DEATH BENEFIT

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

The death benefit is equal to:

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

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

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

MATURITY BENEFIT

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

The maturity benefit is equal to:

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

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CERTIFICATE LOANS

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

The loan value is the cash value minus:

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

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

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

LOAN INTEREST

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

LOAN REPAYMENT

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

- 1. repayment must be made while the certificate is in force and while the insured is living; and
- 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, the certificate terminates.

NON-FORFEITURE

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

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

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

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

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

NON-FORFEITURE (Continued)

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

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

METHOD OF CALCULATION

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

PAYMENTS BY US AND RIGHT TO DEFER PAYMENT

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

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

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CERTIFICATE NON-PAYMENT OF PREMIUM

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

CERTIFICATE GRACE PERIOD

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

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

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

TERMINATION OF COVERAGE

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

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

CERTIFICATE INCONTESTABILITY

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

MISSTATEMENT OF AGE OR TOBACCO USE STATUS

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

NON-PARTICIPATING

The certificates do not share in surplus distribution.

RECEIPT OF PREMIUMS

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



COOPERATION OF BENEFICIARY

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

APPEALS PROCEDURE

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

LEGAL ACTION

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

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

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

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

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

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

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SPECIMEN



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

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

ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS OR CONDITION RIDER

Provides for the acceleration of a portion of the death benefit due to a terminal illness or condition. This accelerated life benefit does not and is not intended to qualify as long-term care under Washington state law. Washington state law prevents this accelerated life benefit from being marketed or sold as long-term care. This rider is intended to qualify under section 101(g) of the Internal Revenue Code of 1986 as amended by Public Law 104-191. If the certificate holder receives payment of accelerated benefits from a life insurance policy, he or she may lose his or her right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others.

The benefit received under this rider may be taxable.

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

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

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

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

DEFINITIONS

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

Terminal illness or condition means an illness or physical condition that is expected to result in the insured's death within 24 months.

ACCELERATED DEATH BENEFIT

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

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

In the case of a medical dispute, the certificate holder has the right to mediation or binding arbitration in accordance with Washington regulations. As part of the final decision, the arbitrator or mediator will award the cost of arbitration to one party or the other or may divide the costs equally or otherwise.

This Accelerated Death Benefit provision is effective for a qualifying event on the rider effective date. The accelerated death benefit is equal to the acceleration percentage shown in the certificate multiplied by the certificate death benefit amount, up to a maximum amount of \$100,000.

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

The accelerated death benefit payable is equal to:

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

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

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

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

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

WAIVER OF PREMIUM BENEFIT

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

EFFECT OF PAYMENT

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

DEATH BEFORE PAYMENT

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

ORDER IN WHICH REQUESTS ARE APPLIED

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

INCONTESTABILITY

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

TERMINATION

This rider terminates at the earliest of:

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

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

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

Secretary President

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

ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER

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

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

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

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

DEFINITIONS

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

- 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.
- 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.
- Toileting getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene. 5.
- Transferring the ability to move into or out of a bed, chair or wheelchair.

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

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



Assisted living facility means a facility that is primarily engaged in providing ongoing care and related services to at least 7 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;
- it has formal arrangements for the services of a physician or nurse to furnish medical care in case of an emergency;
- 6. it has appropriate methods and procedures for handling and administering drugs and biologicals.

Assisted living facility includes "boarding homes" licensed in Washington to care for 7 or more inpatients, but does not include "adult family homes" licensed in Washington to care for less than 6 inpatients.

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.



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;
- 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
- reside at the insured's address.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRE-EXISTING CONDITION LIMITATION

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

MONTHLY ACCELERATED DEATH BENEFIT

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

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

If a full month of qualified long term care services was received, we will accelerate the maximum monthly accelerated death benefit amount. If the insured is confined for only a fraction of a monthly benefit period, we will accelerate a pro rata amount for each day of confinement within that monthly benefit period. If the insured receives qualified non-confined care services less than 2 times during a monthly benefit period, we will accelerate a pro rata amount for each day of the monthly benefit period that qualified non-confined care services were received. In no instance will we accelerate more than the maximum monthly accelerated death benefit amount, as calculated above.

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

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

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

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

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



When a monthly accelerated death benefit is paid:

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

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

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

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

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

DEATH BEFORE MONTHLY PAYMENT

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

ORDER IN WHICH REQUESTS ARE APPLIED

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

EXCLUSIONS

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

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

PREMIUMS

The premium for this rider is shown in the policy.



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

INCONTESTABILITY

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

APPEALS PROCESS

If the certificate holder wishes to file an appeal regarding a denial of claim, he or she must send a written request to us within 60 days of receiving our notification of denial. We will complete our review of the appeal within 30 days after receiving the appeal. If the insured's physician determines that an expedited review is required, we will complete our review within 72 hours after receiving the appeal.

TERMINATION

This rider terminates at the earliest of:

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

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

Secretary President



EMPLOYER-PAID LIFE NOTICE

The policyholder acknowledges that this policy is issued as contributory coverage and the premium is paid on a post-tax basis.