

AMERICAN HERITAGE LIFE INSURANCE COMPANY

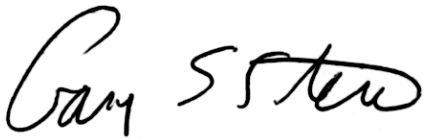
HOME OFFICE:
4920 SAN PABLO ROAD S, SUITE 200C
JACKSONVILLE, FLORIDA 32224-1844
(800) 521-3535

A Stock Company

GROUP TERM LIFE INSURANCE CERTIFICATE

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

Signed for American Heritage Life Insurance Company at its Home Office in Jacksonville, Florida.



Secretary



President

**LEVEL PREMIUM GROUP TERM LIFE INSURANCE TO AGE 100
INITIAL DEATH BENEFIT PAYABLE TO YEAR 5
MINIMUM DEATH BENEFIT PAYABLE AFTER YEAR 5
NON-PARTICIPATING – NO DIVIDENDS**

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Any Riders and Endorsements and a copy of the enrollment form and/or evidence of insurability form for the coverage, follow Page 7.

DEFINITIONS

Active Employment. The employee/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 own occupation. For the purposes of this coverage:

1. he or she must be working at least the minimum number of hours as described under Eligible Class(es); and
2. he or she will be deemed to be in active employment on a day which is his or her employer's scheduled work days only if he or she was an active employee on the preceding scheduled work day.

His or her 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. The insured's age on his or her last birthday as of the most recent certificate anniversary (or the certificate date if this certificate has been in force less than one year).

Beneficiary. Any person, persons or entity named in our records to receive the death benefit after the insured dies.

Certificate. A document that describes the terms of the insurance made available to the eligible employees/members of the group policyholder and their eligible dependents. It provides evidence of the coverage provided to the insured under the group policy.

Certificateholder. The person who is allowed to exercise the rights given by this certificate. The certificateholder may be someone other than the insured. The certificateholder is the person designated on the enrollment form and/or evidence of insurability form as the owner.

Certificate Anniversary. The same day and month each year as the certificate date for each succeeding year the certificate remains in force.

Certificate Date. The effective date of coverage under this certificate and the date from which certificate years, anniversaries and premium due dates are determined. The certificate date is shown on the Certificate Specifications page.

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

Death Benefit. The amount payable to the beneficiary. The death benefit is the initial death benefit amount for the first 5 years and then the minimum death benefit amount plus any declared enhancement thereafter.

Employee. A person who is a citizen or resident of the United States or one of its territories in active employment with his or her employer.

Expiration Date. The date coverage terminates under this certificate.

Group Policy. The group contract whose provisions govern the insurance provided to the eligible employees/members of the group policyholder and their eligible family members.

Group Policyholder. The entity through which we make this insurance available.

In Force. The insured's life remains insured under the terms of this certificate.

Initial Death Benefit Amount. The amount shown on the Certificate Specifications page.

Insured. The person whose life is insured under the certificate. The insured is shown on the Certificate Specifications page.

Issue Age. The insured's age on his or her last birthday as of the certificate date.

DEFINITIONS (CONT.)

Material and Substantial Duties. Duties that:

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

Member. A member in good standing in the labor union or association named as the policyholder and who is: (a) a citizen or resident of the United States; and (b) is (i) engaged in, or (ii) able to engage in and currently seeking, active employment.

Minimum Death Benefit. The amount shown on the Certificate Specifications page.

Rider. Additional benefits elected by the certificateholder and attached to the certificate. All riders elected by the certificateholder are attached to the certificate. No coverage is available under a rider unless elected and the rider is attached to the certificate.

We, Our, or Us. American Heritage Life Insurance Company.

Written Request. A request in writing acceptable to us. This request must be received by us at our Home Office and signed by you.

You, Your. The certificateholder, as shown on the enrollment form and/or evidence of insurability form, unless changed as provided by this certificate.

PREMIUMS

Premium. The amount and frequency of the premium are shown on the Certificate Specifications page.

Operation of the Certificate During a Grace Period. A grace period is a period of 31 days starting from the premium due date, where the certificate remains in force, but where the certificate will terminate if timely premium payments are not received by us at the end of the grace period. During the grace period, the death benefit and all certificate provisions remain in effect.

Reinstatement. We will reinstate this certificate if you send us a written request within 5 years after the certificate terminates as a result of failure to make timely premium payments. You must also send us:

1. proof satisfactory to us that each insured is insurable at the original premium class; and
2. payment of all overdue premiums with interest compounded annually at 6% per year.

The effective date of the reinstated certificate is the date we approve your written request. The **Incontestability** provision applies from the effective date of reinstatement as to statements made in the reinstatement application.

Non-Payment of Premium. Unless required payments are made, this certificate and all attached riders will terminate. In no case will a rider continue beyond its termination date. Any unpaid premium that is due from you may be deducted from the payment of any payable claim.

DEATH BENEFIT

Death Benefit. If the insured dies while this certificate is in force, we pay the death benefit in a lump sum to the beneficiary, subject to the terms and conditions of this certificate, upon receipt at our Home Office of proof of the death of the insured. Proof of death must be by a certified copy of the death certificate or by other written evidence satisfactory to us. We may also require the certificate to be submitted with the proof of death.

We may provide an enhancement to the minimum death benefit amount. We have sole discretion to declare the amount and frequency of an enhancement to the minimum death benefit. Any enhancement to the minimum death benefit will be declared in advance, is not guaranteed and may vary. After the fifth certificate year, you will be notified of the death benefit if an enhancement to the minimum death benefit is to be provided. The minimum death benefit amount is shown on the Certificate Specifications page.

CERTIFICATEHOLDER, BENEFICIARY AND ASSIGNMENT

Certificateholder. All certificate rights and privileges belong to the certificateholder and may be exercised by the certificateholder during the lifetime of the insured. If the certificateholder dies before the insured, all the rights and privileges of the certificateholder pass to the insured.

Beneficiary. The beneficiary:

1. receives the death benefit when the insured dies; and
2. is named on the enrollment form and/or evidence of insurability form for this certificate; and
3. may be changed by you, as explained in this section.

If there is no named beneficiary, we will pay any benefits due at the insured's death in the following order:

1. to the insured's spouse, if living; otherwise
2. to the insured's children, in equal shares, if living; otherwise
3. to the insured's parents, in equal shares, if living; otherwise
4. to the insured's siblings, in equal shares, if living; otherwise
5. to the insured's estate.

Change of Beneficiary. Any change of beneficiary must be filed at our home office. It will not take effect unless so filed, but if so filed, will take effect on the date signed. 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.

You reserve the right to change a beneficiary. Consent of the beneficiary or beneficiaries shall not be required to assign benefits or to change a beneficiary or beneficiaries, or to make any other changes in this policy.

Assignment. An assignment of this certificate 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.

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GENERAL CERTIFICATE PROVISIONS

Entire Certificate; Changes. The entire certificate consists of:

1. this certificate; and
2. the enrollment form and/or evidence of insurability form; and
3. any riders, amendments or endorsements attached to this certificate.

A change in this certificate will be binding on us only if:

1. the change is in writing; and
2. the change is made by our President, Vice President, Secretary or Assistant Secretary.

Continuation of Coverage. If you lose eligibility for the coverage provided under the group policy as stated in items 3, 4, 5 and 6 of the **Termination** provision, you will have the option to continue the coverage, including any riders, 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, the coverage may enter its grace period.

We must receive a written request for this continuation of coverage option within 30 days of the date the certificate would otherwise terminate. No continuation of coverage will be provided if your insurance under the policy terminated due to the discovery of fraud or material misrepresentation or due to your failure to make required premium payments.

Incontestability. We rely on the statements made on the enrollment form and/or evidence of insurability form for this certificate and any application(s) for reinstatement. These statements are considered representations and not warranties. No written statement made by any person insured shall be used in any contest unless a copy of the statement has been furnished to the person, and in the event of death or incapacity, his beneficiary or his personal representative and signed by him.

We cannot contest payment of the death benefit after this certificate has been in force during the insured's life for 2 years from the certificate date.

Suicide Exclusion. Suicide is no defense to payment of life insurance benefits nor is suicide while insane a defense to payment of accidental death benefits, if any, under the policy unless we can show that the insured intended suicide when the certificateholder applied for this certificate, regardless of any language to the contrary in this certificate. However, suicide may be excluded, while sane or insane, within 1 year from the date of issuance of life insurance coverage. All premiums paid within 1 year of issuance will be refunded.

Misstatement of Age, Sex or Tobacco Use Status. If the insured's age, sex or tobacco use status is misstated, the death benefit amount will be adjusted at the time of the insured's death. The adjusted death benefit amount will be such as the premium paid would have purchased using the correct age, sex or tobacco use status.

Payments by Us. All payments by us are made from our Home Office.

Non-Participating. This certificate does not share in surplus distribution.

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

1. the end of the grace period when premiums remain unpaid; or
2. the death of the insured; or
3. the date the group policy is canceled; or
4. the last day the employee/member is an active employee with your employer and/or a member in good standing in the labor union, association or other entity that is the policyholder; or
5. the date the employee/member is no longer in an eligible class as defined by the group policyholder; or
6. the date the employee/member's class is no longer eligible as defined by the group policyholder; or
7. the certificate anniversary on or after you reach age 100; or
8. upon our discovery of fraud or material misrepresentation in the presentation of a claim under this certificate.

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HOME OFFICE:

4920 SAN PABLO ROAD S, SUITE 200C

JACKSONVILLE, FLORIDA 32224-1844

(800) 521-3535

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AMENDMENT

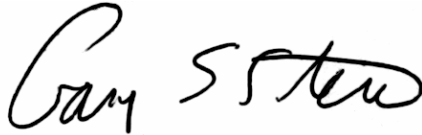
The policy to which this Amendment is attached is amended as follows:

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

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

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

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

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

Secretary

AMERICAN HERITAGE LIFE INSURANCE COMPANY

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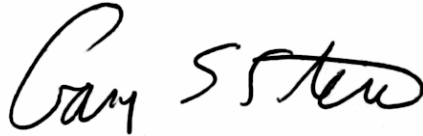
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NOTICE OF RIGHT TO RETURN POLICY

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

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

A handwritten signature in black ink that reads "Gary Stewart". The signature is written in a cursive style with a large initial "G" and a long, sweeping underline.

Secretary

AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida 32224-1844

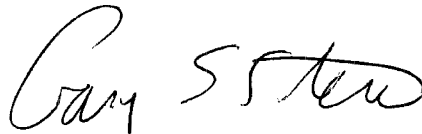
AMENDMENT

The following is added to the General Provisions of the policy/certificate to which it is attached:

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.

This Amendment does not change, alter, or amend the policy/certificate except as stated.

This Amendment becomes effective as of the policy/certificate date.

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

Secretary

AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida 32224-1844

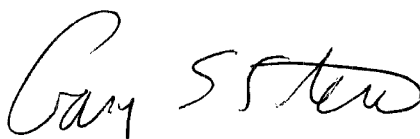
AMENDMENT

The following provision is added to the General Provisions of the policy to which this amendment is attached:

Receipt of Premiums. You will be given credit for premiums under this policy at the time the premiums are actually received by us or our authorized agent. Financial institutions (such as banks and credit unions) and employers who send your premiums to us directly at your request, are not our agents, and premiums paid by those parties are not credited until actually received by us.

This Amendment does not change, alter or amend the policy except as stated above.

This Amendment becomes effective as of the policy date.

A handwritten signature in black ink, appearing to read "Gary Stewart". The signature is written in a cursive style with a large initial "G" and "S".

Secretary

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INITIAL DEATH BENEFIT PAYABLE TO YEAR 5
MINIMUM DEATH BENEFIT PAYABLE AFTER YEAR 5
NON-PARTICIPATING – NO DIVIDENDS**