

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

## HOME OFFICE:

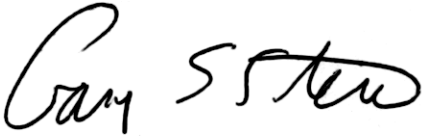
1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6687  
(904) 992-1776

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.

**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.

**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, a copy of which is attached to this certificate; 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, in the absence of fraud, are considered representations and not warranties. No statement may be used in defense of a claim under this certificate, unless it is in such applications, a copy of which is provided to the certificateholder or their beneficiary.

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.** If the insured commits suicide, while sane or insane, within 2 years after the certificate date, the death benefit is limited to the premiums paid.

**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 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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# AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:

1776 AMERICAN HERITAGE LIFE DRIVE

JACKSONVILLE, FLORIDA 32224-6688

(904) 992-1776

**A Stock Company**

## AMENDMENT

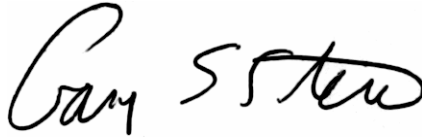
The policy to which this Amendment is attached is amended as follows:

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

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

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

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

A handwritten signature in black ink, appearing to read "Gary S. Steu". The signature is fluid and cursive, with the first name "Gary" being more legible than the last name "Steu".

Secretary

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:

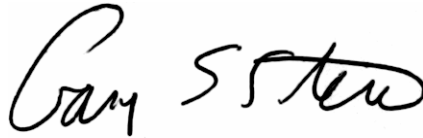
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JACKSONVILLE, FLORIDA 32224-6688  
(904) 992-1776

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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, appearing to read "Gary Stewart". The signature is written in a cursive, flowing style.

Secretary



## **AMERICAN HERITAGE LIFE INSURANCE COMPANY**

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

**A Stock Company**

**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**

## **AMERICAN HERITAGE LIFE INSURANCE COMPANY**

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

### **ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS RIDER**

**Provides for the Advance of a Portion of the Death Benefit due to Terminal Illness**

**The terminal illness benefit you receive under this rider may be taxable. Receipt of the waiver of premium benefit may result in the cost of your coverage being considered income.**

**Consult with your personal tax advisor.**

This rider is issued in consideration of the enrollment form and/or evidence of insurability form for this rider. Benefits are subject to the provisions of this rider and the certificate. All terms defined in the certificate and used in this rider apply to this rider, unless otherwise defined in this rider.

#### **DEFINITIONS**

**Current Discount Rate.** The greater of the 90 day Treasury Bill or Moody's Corporate Bond Yield Average-Monthly Average.

**Death Benefit Advance.** The advance, during the insured's lifetime, of a portion of the death benefit amount.

**Certificate.** The certificate to which this rider is attached.

**Rider Date.** The effective date of this rider. The rider date is the certificate date, unless this rider is applied for at a later date. If this rider is applied for at a later date, the rider date is the effective date assigned by our Home Office in accordance with our dating rules in effect at the time this rider is issued.

**Terminal Illness.** An illness or physical condition:

3. expected to result in the insured's death within 12 months; and
4. for which there is no reasonable prospect for recovery.

#### **PAYMENT OF BENEFITS**

If the insured incurs a terminal illness while coverage under this rider is in effect, you may request a death benefit advance. We agree to pay to you the death benefit advance amount upon our receipt of all of the following:

4. your written election of the death benefit advance; and
5. the written consent of any irrevocable beneficiary or any assignee, that you may elect the death benefit advance; and
6. a written opinion of the insured's physician that states the diagnosis of the insured's medical condition and that such medical condition is a terminal illness as defined in this rider; and
7. approval by our medical director.

The death benefit advance can only be elected once, per certificate, subject to the limits outlined in the Calculation of Payment provision.

Your election of the death benefit advance is automatically voided and no benefit is payable under this rider if the insured dies after the above requirements are met and before we have paid the benefit.

Any amount later payable under the certificate as a death benefit is reduced by the amount of the death benefit advance before reductions for the current discount.

**Calculation of Payment.** The amount available for death benefit advance is 75% of the death benefit amount for the certificate (excluding any term riders and accidental death benefit rider) on the insured's life subject to a maximum of \$100,000.

The death benefit advance amount payable to you is discounted at the current discount rate.

The death benefit advance and any remaining death benefit amount for the certificate will be determined at the time the claim is made.

If you elect this benefit on more than one certificate that the insured has with us, we retain the right to utilize the death benefit of one certificate completely prior to using another certificate.

**Waiver of Premiums Benefit.** We waive premiums for the certificate and any riders attached to the certificate if the death benefit advance is paid. This waiver of premium benefit is in lieu of any other premium waiver benefit provided by the certificate or a rider attached to the certificate.

Waiver of premiums will:

3. begin on the premium due date on or next following the date you provide us with satisfactory evidence of terminal illness as defined in this rider; and
4. continue until the certificate terminates.

#### TERMINATION

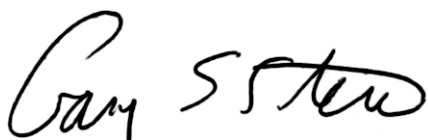
This rider terminates and is no longer in force on the earliest of:

4. the monthly date on or next following the date we receive your written termination request; or
5. the date the certificate terminates.

#### GENERAL

This rider is a part of the certificate to which it is attached. This rider has no cash or loan value.

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



Secretary



President

## **ACCELERATED DEATH BENEFIT FOR LONG-TERM CARE WITH RESTORATION OF BENEFITS AND EXTENSION OF BENEFITS RIDER**

**TAX QUALIFICATION NOTICE:** THIS RIDER IS INTENDED TO BE A FEDERALLY TAX-QUALIFIED LONG-TERM CARE INSURANCE CONTRACT UNDER SECTION 7702B(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. To that end, the provisions of this rider and the certificate are to be interpreted to ensure or maintain such tax qualification, notwithstanding any other provision to the contrary. We reserve the right to amend this rider or the certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this rider or the certificate to any applicable changes in such tax qualification requirements. We will send you a copy of any such amendment. If you refuse such an amendment, it must be by giving us written notice, and your refusal may result in adverse tax consequences. Whether any tax liability may be incurred when benefits are paid under this rider could depend on whether you are also the insured and how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. As with any tax matter, you and any other recipient of this benefit should each consult a tax advisor to evaluate any tax impact of this benefit.

Receipt of an accelerated death benefit **MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI")** eligibility. Without exercising this option, the mere fact that this Accelerated Death Benefit for Long-term Care with Restoration of Benefits and Extension of Benefits Rider is part of the certificate will not in and of itself affect the eligibility for these government programs. However, exercising this option before you apply for these programs, or when you are receiving government benefits, may affect your continued eligibility. Contact the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office for more information.

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

**NOTICE TO BUYER:** This rider may not cover all of the costs associated with long-term care incurred by the buyer during the period of coverage. The buyer is advised to review carefully all rider limitations.

This rider is issued in consideration of the rider premium and the written request for this rider. This rider is attached to and made a part of the certificate as of the rider effective date. All definitions, exclusions, limitations, terms, conditions, and provisions of the certificate apply to this rider. If there is a conflict between this rider and the certificate, this rider will control.

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

### **RIGHT TO EXAMINE COVERAGE**

If for any reason you are not satisfied with this rider, return it to us or to our agent. If this rider is returned within 30 days after you receive it, we will refund all premiums paid for this rider and coverage under this rider will be void. If you return this rider, please note on it in writing: This rider is returned for rescission and refund of premium.

### **RENEWABILITY**

This rider is noncancellable for the life of the certificate to which it is attached, provided that this rider and the certificate remain in force and premiums are paid on time. The premiums quoted at issue of this rider will not be changed.

**THIS RIDER IS NOT A MEDICARE SUPPLEMENT CONTRACT. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from us.**

## DEFINITIONS (continued)

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## 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:

5. **Bathing** means 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.
6. **Continence** means 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 a catheter or colostomy bag).
7. **Dressing** means putting on and taking off all items of clothing and any necessary braces, fasteners, or artificial limbs.
8. **Eating** means 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.
9. **Toileting** means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
10. **Transferring** means 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 frail, impaired elderly, or other disabled adults who can benefit from care in a group setting outside the home.

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

**Assisted living facility** means a facility that is primarily engaged in providing ongoing care and related services to at least 10 inpatients in one location and meets all of the following criteria:

11. it is licensed by the appropriate licensing agency, if the state in which it operates licenses such facilities;
12. it provides 24-hour-a-day care and services sufficient to support needs resulting from being chronically ill;
13. it has a trained and ready to respond employee on duty at all times to provide care;
14. it provides 3 meals a day and accommodates special dietary needs;
15. it has formal arrangements for the services of a physician or nurse to furnish medical care in case of an emergency; and
16. it has appropriate methods and procedures for handling and administering drugs and biologicals.

**Chronically ill** means the insured has been certified by a licensed health care practitioner within the preceding 12-month period as:

17. 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
18. requiring substantial supervision to protect oneself from threats to health and safety due to severe cognitive impairment.

## DEFINITIONS *(continued)*

**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 initial death benefit amount of the certificate plus any increase in the death benefit amount under the Future Purchase Option Rider, if applicable, less any amount accelerated under any other Accelerated Death Benefit Rider(s). The death benefit amount does not include the death benefit of any Accidental Death Benefit or Term Rider(s) that may be attached to the 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:

19. the insured must be chronically ill; and
20. charges must be incurred for the qualified long-term care services of the insured.

**Hands-on assistance** means physical assistance (minimal, moderate, or maximal) without which the insured would not be able to perform an ADL.

**Home** means:

21. the insured's private residence;
22. a residential care facility;
23. a rest home;
24. a boarding home;
25. a home for the aged;
26. a community living center; or
27. 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:

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

**Home health care agency** means an agency or organization which:

33. specializes in giving nursing care or therapeutic services in the home;
34. 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;
35. maintains a complete medical record and plan of care for each patient; and
36. is operating within the scope of its license or certification.

## DEFINITIONS *(continued)*

**Home health care practitioner** means an individual who is qualified to provide home health care, including the following:

37. a home health aide;
38. certified nurse assistant;
39. medical social worker;
40. occupational therapist;
41. speech therapist;
42. physical therapist;
43. total parenteral nutrition specialist;
44. enterostomal specialist;
45. chemotherapy specialist;
46. licensed visiting nurse;
47. licensed vocational nurse (LVN);
48. licensed practical nurse (LPN); or
49. a licensed graduate nurse (RN).

A practitioner whose specialty is not listed above may be used if the practitioner meets the requirements below.

A home health care practitioner must:

50. be licensed in the state or recognized as such by the state in which the care is given;
51. be employed or contracted by a home health care agency; and
52. charge for the care given which the insured is legally responsible to pay.

A home health care practitioner must not:

53. be a family member by blood, marriage, or adoption; or
54. 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, registered professional nurse, licensed social worker, or other individual who meets requirements prescribed 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:

55. it is licensed by the state in which it is located;
56. it is a separate facility or a distinct part of another facility physically separated from the rest of such facility;
57. it provides confined nursing care to individuals who are not able to care for themselves and who require nursing care;
58. its primary function is to provide nursing care and room and board. The facility charges for these services. The care must be performed under the direction of a licensed physician, RN, or LPN; and
59. 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.



## DEFINITIONS *(continued)*

**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:

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

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

- 62. the type and frequency of all care or services required;
- 63. the care or service provider; and
- 64. the cost of care or services.

**Pre-existing condition** means a condition for which 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 qualified long-term care services provided by a licensed health care practitioner in an assisted living facility or nursing care facility.

**Qualified long-term care services** mean services that meet the requirements of Section 7702B(c)(1) of the Internal Revenue Code of 1986, as amended, as follows: necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative services, and maintenance or personal care services, which:

- 65. are required by a chronically ill individual; and
- 66. are provided pursuant to a plan of care prescribed by a licensed health care practitioner.

**Qualified non-confined care services** mean qualified long-term care services provided by a home health care practitioner by means of home health care or adult day care.

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

**Severe cognitive impairment** means a loss or deterioration in the insured's intellectual capacity that is:

- 67. comparable to, and includes, Alzheimer's Disease and similar forms of irreversible dementia; and
- 68. measured by clinical evidence and standardized tests that reliably measure impairment in the insured's:
  - short-term or long-term memory;
  - orientation as to people, place, or time;
  - deductive or abstract reasoning; and
  - judgment as it relates to safety awareness.

**Standby assistance** means the presence of another person within arm's reach of the insured that is necessary to prevent, by physical intervention, injury to the insured while the insured is performing an ADL.

**Substantial assistance** means hands-on assistance and standby assistance.

**Substantial supervision** means continuous 24-hour supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect the severely cognitively impaired insured from threats to the insured's health or safety.

## **ACCELERATED DEATH BENEFIT** *(continued)*

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

69. the insured is chronically ill;
70. the certificate and rider are in force, subject to the Non-Forfeiture Benefit provision;
71. the insured has satisfied the elimination period;
72. the insured has used qualified long-term care services and been chronically ill for at least one day during the last 180 consecutive days;
73. the insured is receiving qualified long-term care services while this rider is in force;
74. the insured is in a period of care that begins while this rider is in force;
75. the insured incurred charges for qualified long-term care services which are included in the insured's plan of care; and
76. all irrevocable beneficiaries and assignees have signed the written request for this benefit, if applicable.

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

If the insured goes 180 consecutive days or more without using qualified long-term care services or being chronically ill, we will consider this to be the end of the current period of care. If the insured subsequently starts using qualified long-term care services or being chronically ill again, we will consider this to be a new period of care and the insured must satisfy a new elimination period.

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 accelerated death benefit is not available if the insured is:

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

## **ACCELERATED DEATH BENEFIT**

If the insured satisfies the conditions stated in the Conditions on Eligibility for Benefits provision, you may request an acceleration of the death benefit amount. We will pay a benefit to you upon our receipt of:

79. your written request for the accelerated death benefit;
80. written certification from a licensed health care practitioner that the insured is chronically ill; and
81. signed consent from any irrevocable beneficiary or assignee, if applicable.

## **ACCELERATED DEATH BENEFIT OPTIONS**

You may choose one of the following options when requesting an acceleration of the death benefit amount under this rider:

### **OPTION 1 - MONTHLY ACCELERATED DEATH BENEFIT**

You may request a monthly accelerated death benefit payment for each month the insured satisfies the conditions stated in the Conditions on Eligibility for Benefits provision. The maximum monthly accelerated death benefit is the death benefit amount on the monthly date immediately following the date the insured first becomes eligible for benefits times the monthly acceleration percentage shown in the certificate for this rider, or the remaining death benefit if less. The death benefit available for acceleration does not include the amount of any Accidental Death Benefit or Term Rider(s), nor does it include any restored death benefit amount or extended death benefit amount.

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

8. the monthly accelerated death benefit amount; less
9. any due and unpaid premium.

## **ACCELERATED DEATH BENEFIT** *(continued)*

### **OPTION 2 – ONE-TIME LUMP SUM ACCELERATED DEATH BENEFIT**

In lieu of the monthly accelerated death benefit, you may request a one-time lump sum accelerated death benefit payment. The maximum one-time lump sum accelerated death benefit is the death benefit amount on the monthly date immediately following the date the insured first becomes eligible for benefits times the lump sum acceleration percentage shown in the certificate for this rider, or the remaining death benefit if less. The death benefit available for acceleration does not include the amount of any Accidental Death Benefit or Term Rider(s), nor does it include any restored death benefit amount or extended death benefit amount.

The one-time lump sum benefit payable to you is equal to:

5. the one-time lump sum accelerated death benefit amount; less
6. any due and unpaid premium.

Upon payment of the one-time lump sum accelerated death benefit, your rights under this rider will end, and this rider will terminate.

### **MAXIMUM ACCELERATED DEATH BENEFIT**

The total amount of the accelerated death benefit payable under this provision will not exceed the death benefit amount in force on the day the elimination period is first satisfied.

See the Restoration of Accelerated Death Benefits provision for information on how the death benefit may be restored. See the Monthly Extension of Accelerated Death Benefit provision for details on additional monthly accelerated death benefit payments that may be available under this rider.

## **RESTORATION OF ACCELERATED DEATH BENEFITS**

### **MONTHLY RESTORATION**

If the death benefit is accelerated under the Monthly Accelerated Death Benefit provision of this rider, we will restore the death benefit by an amount equal to the monthly accelerated death benefit we paid. The first monthly restoration will be made following the first monthly benefit period for which the monthly accelerated death benefit is paid. Subsequent monthly restoration will be made on a periodic basis coinciding with each monthly accelerated death benefit payment.

### **ONE-TIME LUMP SUM RESTORATION**

If the death benefit is accelerated under the One-Time Lump Sum Accelerated Death Benefit provision of this rider, we will restore the death benefit by an amount equal to the one-time lump sum accelerated death benefit we paid.

### **MAXIMUM RESTORATION**

The total amount of restoration under this rider will not exceed 100% of the total reduction in the death benefit amount for accelerated death benefits paid under the Accelerated Death Benefit provision of this rider. No restoration is provided for accelerated death benefits under the Monthly Extension of Accelerated Death Benefits provision.

The restored death benefit amount is not available for acceleration.

Restoration of accelerated death benefits will not restore an acceleration of death benefit made under any rider except this rider.

## **GENERAL PROVISIONS** *(continued)*

After the monthly accelerated death benefit has been exhausted, we will increase the death benefit amount and simultaneously accelerate this incremental death benefit amount for monthly benefit periods, or fractions thereof, during which the insured continues to be eligible for benefits. The monthly extension of accelerated death benefits is not available if you elected the one-time lump sum accelerated death benefit payment in lieu of the monthly accelerated death benefit.

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

The death benefit available for acceleration does not include the amount of any Accidental Death Benefit or Term Rider(s), nor does it include any restored death benefit amount.

If the insured satisfies the conditions stated in this provision and in the Conditions on Eligibility for Benefits provision, we will pay the monthly extension of accelerated death benefits to you upon our receipt of:

6. your written request for the accelerated death benefit;
7. written certification from a licensed health care practitioner that the insured is chronically ill; and
8. signed consent from any irrevocable beneficiary or assignee, if applicable.

The monthly benefit payable to you as a result of the monthly extension of accelerated death benefits is equal to:

6. the monthly accelerated death benefit amount; less
7. any due and unpaid premium.

### **MAXIMUM EXTENSION**

The total amount of the increased and accelerated death benefit amounts under this Monthly Extension of Accelerated Death Benefits provision will not exceed 100% the death benefit amount on the day the elimination period is first satisfied.

## **GENERAL PROVISIONS**

### **EFFECT OF PAYMENT**

When the accelerated death benefit is paid:

- the death benefit amount will be reduced by the accelerated death benefit amount; and
- the life insurance premium will be reduced in proportion to the reduction of the death benefit amount.

When the Restoration of Accelerated Death Benefits is paid, the death benefit will be unaffected because the death benefit amount will be decreased and then restored by the same amount.

When the Monthly Extension of Accelerated Death Benefits is paid, the death benefit will be unaffected because the death benefit amount will be increased and then accelerated by the same amount.

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

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

### **DEATH BEFORE PAYMENT**

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

## **GENERAL PROVISIONS** *(continued)*

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

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

### **PREMIUM**

The premium for this rider is shown in the certificate.

### **WAIVER OF PREMIUM**

For each certificate month the insured receives monthly benefits under this rider, we will waive the premium for the certificate and any attached riders, if applicable. This waiver is in lieu of any other premium waiver benefit provided by the certificate or any other attached riders, if applicable. Waiver of premium is not available if you elected the one-time lump sum accelerated death benefit payment in lieu of the monthly accelerated death benefit.

### **REINSTATEMENT**

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

### **INCONTESTABILITY**

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

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

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

### **APPEALS PROCEDURE**

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

## **EXCLUSIONS**

We will not pay benefits under this rider for qualified long-term care services that are:

- provided as a result of mental or nervous disorder (this exclusion does not apply to Alzheimer's Disease or other organic brain disorders);
- provided as a result of alcoholism or drug addiction;
- provided as a result of illness, treatment, or medical conditions arising out of:
  - war or act of war (whether declared or undeclared);
  - participation in a felony, riot, or insurrection;
  - service in the armed forces or units auxiliary thereto; or
  - suicide (while sane or insane), attempted suicide, or intentionally self-inflicted injury;
- provided in a government facility (unless otherwise required by law);
- services for which benefits are available under Medicare (this includes services for which benefits would have been available under Medicare but for the application of a deductible or coinsurance amount) 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
- received outside the United States or its territories.

## **GENERAL PROVISIONS** *(continued)*

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.

### **TERMINATION**

Coverage under this rider will end on the earliest of the following:

- the date the group policy is terminated;
- the date this rider is terminated under the group policy;
- the date we receive the group policyholder's written request to terminate this rider;
- the date the certificate terminates;
- the date of the insured's death;
- the date we receive your written request to terminate this rider;
- the date the insured is no longer eligible for this rider; or
- the date all accelerated death benefits and all extension benefits available under the Monthly Extension of Accelerated Death Benefits provision are paid under this rider.

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

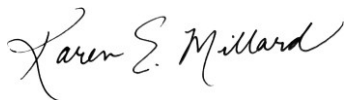
Coverage will not lapse or terminate due to nonpayment of premium unless we, at least 30 days before the effective date of the lapse or termination, give notice to you and to those persons designated by you to receive the notice of lapse or termination. Notice must be given by first class United States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

### **NON-FORFEITURE BENEFIT**

If this rider terminates due to non-payment of premium at any time after the end of the third year following the rider effective date, the non-forfeiture benefit will equal the sum of all premiums paid for this rider or a one-time monthly payment of the monthly accelerated death benefit, whichever is greater, subject to the maximum remaining death benefit amount.

The non-forfeiture benefit is payable in a lump sum according to the terms of this rider when the insured satisfies all the conditions stated in the Conditions on Eligibility for Benefits provision, except for the condition that the certificate and this rider are in force. The restoration of accelerated death benefits and monthly extension of accelerated death benefits are not available under this non-forfeiture benefit.

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



Secretary



President