Allstate BENEFITS

Important Privacy Policy Notice

At Allstate Benefits ("AB"), we value you as a customer. We also share your concerns about privacy. We are sending this notice to explain how we treat personal information ("customer information") that is not public. This is information that we obtain from you or other sources when we provide you with products and services.

We want you to know that: we respect your privacy; and we protect your information.

- We do not sell customer information.
- We do not share your information with: persons; companies; or organizations outside of AB that would use that information to contact you about their products and services.
- We expect persons or organizations that provide services on our behalf to keep your information confidential. We also expect them to use your information only to provide the services we've asked them to perform.
- We communicate to our employees about the need to protect your information. We have established safeguards (these are physical, electronic and procedural) to protect this information.

Below are answers to questions that you might have about privacy. You may be wondering...

What do we do with your information?

AB does not sell your customer or medical information to anyone. We do not share it with companies or organizations outside of AB that would use that information to contact you about their own products and services. If this were to change, we would offer you the option to opt out of this type of information sharing. Also, we would obtain your consent before we share medical information for marketing purposes.

Your agent or broker may use your information to help you with your insurance needs. We may also communicate with you about products, features, and options in which you have expressed an interest. Without your consent, we may provide your information to persons or organizations in and out of AB. This would be done as permitted or required by law. We may do this to:

- Fulfill a transaction you have requested.
- Service your policy.
- Market our products to you.
- Investigate or handle claims.
- Detect or prevent fraud.
- Participate in insurance support organizations (Information from a report by an insurance support organization may be retained by that organization and distributed to other persons.).
- Comply with lawful requests from regulatory and law enforcement authorities.

These persons or organizations may include:

- Our affiliated companies.
- Companies that perform services, including marketing, on our behalf.
- Other financial institutions with which we have an agreement for the sale of financial products.
- Other insurance companies to perform their role in an insurance transaction involving you.
- Businesses that conduct actuarial or research studies.
- Persons requesting information pursuant to a subpoena or court order.
- Your agent or broker.
- An employer, if your premiums are payroll deducted.
- The creditor who sold you insurance, if your policy is credit insurance.

What kind of customer information do we have, and where did we get it?
Much of the information that we have about you comes from you. When you perform certain transactions, you may give us information such as your name, address, and Social Security number. These transactions include when you submit: an application for insurance; a request for insurance; a request for products and services we offer; or a request for an insurance quote. We may have contacted you by telephone or mail for additional information. We keep information about the types of services you purchase from us and our affiliates. Examples of this include premiums, fund values, and payment history. We may collect information from outside sources such as consumer reporting agencies and health care providers. The information we collect may include the following:

- Motor vehicle reports.
- Credit reports.
- Medical information.

How do we protect your customer information?
We expect any company with whom we share your information to use it only to provide the service we have asked them to perform. Information about you is also available within AB to those individuals who may need to use it to fulfill and service the needs of our customers. We communicate the need to protect your information to all employees and agents. We especially communicate this need to individuals who have access to it. Plus, we have established physical, electronic, and procedural safeguards to protect your information. Note that if your relationship with us ends, your information will remain protected. This protection will be provided according to our privacy practices outlined in this Important Notice.

How can you find out what information we have about you?
You may request to see, or obtain by mail, the information about you in our records. If you believe that our information is incomplete or inaccurate, you may request that we correct, add to, or delete from the disputed information. In order to fulfill your request, we may make arrangements to copy and disclose your information to you on our behalf. This may be done with an insurance support organization or a consumer reporting agency. You may also request a more complete description of the entities to which we disclose your information, or the conditions that might warrant such disclosures. Please send any of the requests listed above in writing to:

AB
Policyholder Services (Privacy Section)
1776 American Heritage Life Drive
Jacksonville, FL 32224-6687

If you are an Internet user …
Our website, www.allstatebenefits.com, provides information about AB, our products, and the agencies and brokers that represent us. You may also perform certain transactions on the website. When accessing www.allstatebenefits.com, please be sure to read the Privacy Statement that appears there. To learn more, the www.allstatebenefits.com Privacy Statement provides information relating to your use of the website. This includes, for example:

1) our use of online collecting devices known as “cookies”;
2) how we collect information such as IP address (the number assigned to your computer when you use the Internet), browser and platform types, domain names, access times, referral data, and your activity while using our site;
3) who should use our website;
4) the security of information over the Internet;
5) links and co-branded sites.

We hope you have found this notice helpful. If you have any questions or would like more information, please don’t hesitate to contact your agent or write us at:

AB
Policyholder Services (Privacy Section)
1776 American Heritage Life Drive
Jacksonville, FL 32224-6687

This notice is being provided on behalf of the following companies:

American Heritage Life Insurance Company
Bluegrass Life Insurance Company
Acme United Insurance Company
SMA Life Assurance Company
Holiday Life Insurance Company
Kentucky Home Mutual
Keystone State Life
National Guardian Life

AMERICAN HERITAGE LIFE INSURANCE COMPANY

A Stock Company

FLEXIBLE PREMIUM ADJUSTABLE GROUP 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.

PLEASE READ THIS CERTIFICATE CAREFULLY!

Right to Examine Certificate: If for any reason you are not satisfied with this certificate, return it to us at our Home Office or to our agent. If the certificate is returned within 20 days after you receive it, we will return all premiums paid and the certificate is void. If you have a complaint, an inquiry or need to obtain information regarding your coverage, you may call us toll-free at 1-800-521-3535.

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

Karen E. Millard

Secretary

President

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

Home Office
American Heritage Life Insurance Company
1776 American Heritage Life Drive
Jacksonville, Florida 32224-6687

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Any Riders and Endorsements and a copy of the Enrollment Form for the coverage, follow Page 14.

AMERICAN HERITAGE LIFE INSURANCE COMPANY

1776 American Heritage Life Drive, Jacksonville Florida 32224

CERTIFICATE SPECIFICATIONS

FORM NO.	DESCRIPTION OF BENEFITS	PREMIUMS NUMBER OF YEARS PAYABLE	PREMIUMS ANNUAL AMOUNT
GUL22C	FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE	47	$1,040.00
	TOTAL		$1,040.00

SEE PAGE 3A FOR ADDITIONAL CERTIFICATE SPECIFICATION.

The effective date and issue age of each benefit is the Certificate Date and Issue Age of the Certificate unless otherwise specified.

TOTAL PREMIUMS

The Total Premiums include the charge for any additional benefits.

ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY	PLANNED PERIODIC PREMIUM
			$86.67	$20.00

Premium Payment Method: PAYROLL ALLOTMENT WEEKLY

Premium Class: NON-TOBACCO

BENEFICIARY: AS NAMED IN THE APPLICATION FOR THIS CERTIFICATE OR AS LATER CHANGED.

INSURED: JOHN DOE

CERTIFICATE NUMBER: AA12345

CERTIFICATE DATE: NOVEMBER 01, 2012

ISSUE AGE: M 48

INITIAL SPECIFIED AMOUNT: $80,000

MATURITY DATE: NOVEMBER 01,2059

MINIMUM SPECIFIED AMOUNT: $10,000

DEATH BENEFIT OPTION - 1

INITIAL MINIMUM MONTHLY PREMIUM: $70.60

MINIMUM MONTHLY PREMIUM PERIOD: 5 YEARS

GROUP POLICY NUMBER - 12345

AMERICAN HERITAGE LIFE INSURANCE COMPANY
1776 American Heritage Life Drive, Jacksonville, Florida 32224

CERTIFICATE SPECIFICATIONS

CERTIFICATE VALUES WILL VARY AND COVERAGE MAY CEASE PRIOR TO THE MATURITY DATE DEPENDING ON CHANGES IN INTEREST RATES, COST OF INSURANCE RATES, AND THE FREQUENCY, TIMING, AND AMOUNT OF YOUR PREMIUM PAYMENTS. EVEN IF COVERAGE CONTINUES TO THE MATURITY DATE, THERE MAY BE LITTLE OR NO CASH SURRENDER VALUE.

GUARANTEED MINIMUM INTEREST RATE:
MONTHLY RATE: 0.32737%
ANNUAL RATE: 4.000%

DEATH BENEFIT DISCOUNT FACTOR: 1.0032737

MONTHLY FEE: $2.00 FOR YEARS 1 THROUGH 20 ONLY

PERCENT OF PREMIUM CHARGE: 5%

MONTHLY PER THOUSAND CHARGE: SEE PAGES 9 AND 10

THE SURRENDER CHARGES FOR THE INITIAL SPECIFIED AMOUNT ARE AS FOLLOWS:

YEAR 1	$1,480.00
YEAR 2	$1,480.00
YEAR 3	$1,480.00
YEAR 4	$888.00
YEAR 5	$370.00
YEAR 6	$370.00
YEAR 7	$370.00
YEAR 8	$370.00
YEAR 9	$370.00
YEAR 10	$370.00
YEAR 11	$370.00
YEAR 12	$370.00
YEAR 13	$370.00
YEAR 14	$370.00
YEAR 15	$0.00
YEAR 16	$0.00
YEAR 17	$0.00
YEAR 18	$0.00
YEAR 19	$0.00
YEARS 20+	$0.00

PARTIAL SURRENDER SERVICE CHARGE: $25.00

GUIDELINE SINGLE PREMIUM: $21,791.93
GUIDELINE LEVEL PREMIUM: $1,870.46

ASSUMING MAXIMUM COST OF INSURANCE RATES ARE CHARGED, THE MINIMUM INTEREST RATE IS CREDITED AND THE PLANNED PERIODIC PREMIUM IS PAID, YOUR CERTIFICATE WILL LAPSE IN THE CERTIFICATE YEAR WHICH ENDS IN 1900.

BASIS OF RESERVES ON THE CERTIFICATE DATE: 2001 COMMISSIONERS STANDARD ORDINARY, AGE LAST BIRTHDAY, NON-SMOKER, 4.00% INTEREST

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

ATTAINED AGE	RATE PER $1000	ATTAINED AGE	RATE PER $1000	ATTAINED AGE	RATE PER $1000	ATTAINED AGE	RATE PER $1000
0	0.0600	24	0.1300	48	0.4875	72	3.8850
1	0.0375	25	0.1375	49	0.5175	73	4.2175
2	0.0275	26	0.1450	50	0.5575	74	4.5750
3	0.0200	27	0.1500	51	0.6075	75	4.9725
4	0.0175	28	0.1500	52	0.6700	76	5.4150
5	0.0175	29	0.1500	53	0.7450	77	5.9250
6	0.0175	30	0.1500	54	0.8325	78	6.5125
7	0.0175	31	0.1500	55	0.9275	79	7.1575
8	0.0175	32	0.1525	56	1.0250	80	7.8625
9	0.0175	33	0.1575	57	1.1150	81	8.6100
10	0.0200	34	0.1625	58	1.2000	82	9.3825
11	0.0225	35	0.1700	59	1.3000	83	10.2025
12	0.0275	36	0.1800	60	1.4250	84	11.1325
13	0.0325	37	0.1925	61	1.5775	85	12.1850
14	0.0425	38	0.2050	62	1.7500	86	13.3275
15	0.0550	39	0.2225	63	1.9375	87	14.5425
16	0.0700	40	0.2400	64	2.1250	88	15.8075
17	0.0850	41	0.2650	65	2.3075	89	17.1100
18	0.0950	42	0.2925	66	2.4825	90	18.3675
19	0.1025	43	0.3250	67	2.6625	91	19.5650
20	0.1075	44	0.3600	68	2.8450	92	20.7925
21	0.1125	45	0.3975	69	3.0450	93	22.0625
22	0.1175	46	0.4350	70	3.2750	94	23.4175
23	0.1250	47	0.4650	71	3.5575		

Guaranteed Basis of Values

Cost of Insurance Rates: 2001 Commissioners' Standard Ordinary Mortality Table, Male Smoker.

Interest Rate: 4.0%

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

ATTAINED AGE	RATE PER $1000	ATTAINED AGE	RATE PER $1000	ATTAINED AGE	RATE PER $1000	ATTAINED AGE	RATE PER $1000
0	0.0600	24	0.0800	48	0.2500	72	2.5975
1	0.0375	25	0.0825	49	0.2650	73	2.8750
2	0.0275	26	0.0850	50	0.2875	74	3.1750
3	0.0200	27	0.0875	51	0.3125	75	3.5025
4	0.0175	28	0.0850	52	0.3450	76	3.8700
5	0.0175	29	0.0850	53	0.3825	77	4.3000
6	0.0175	30	0.0850	54	0.4300	78	4.7975
7	0.0175	31	0.0825	55	0.4850	79	5.3550
8	0.0175	32	0.0850	56	0.5400	80	5.9750
9	0.0175	33	0.0875	57	0.5925	81	6.6525
10	0.0200	34	0.0875	58	0.6450	82	7.3675
11	0.0225	35	0.0925	59	0.7075	83	8.1500
12	0.0275	36	0.0975	60	0.7850	84	9.0175
13	0.0325	37	0.1025	61	0.8775	85	9.9850
14	0.0425	38	0.1100	62	0.9850	86	11.0475
15	0.0550	39	0.1175	63	1.1025	87	12.1975
16	0.0625	40	0.1250	64	1.2250	88	13.4175
17	0.0725	41	0.1375	65	1.3525	89	14.7000
18	0.0750	42	0.1500	66	1.4800	90	15.9775
19	0.0775	43	0.1650	67	1.6150	91	17.2350
20	0.0775	44	0.1825	68	1.7575	92	18.5500
21	0.0775	45	0.2025	69	1.9175	93	19.9400
22	0.0775	46	0.2225	70	2.1050	94	21.4000
23	0.0800	47	0.2375	71	2.3325		

Guaranteed Basis of Values

Cost of Insurance Rates: 2001 Commissioners' Standard Ordinary Mortality Table, Male Non-Smoker.

Interest Rate: 4.0%

DEFINITIONS

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

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, months, monthly dates, anniversaries and premium due dates are determined. The certificate date is shown on the certificate specifications page.

Certificate Debt. Unpaid certificate loans plus unpaid certificate loan interest.

Certificate Month. 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 date.

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 equal to the death benefit amount minus certificate debt.

Death Benefit Amount. The amount described on page 7 which depends on the death benefit option selected.

Eligible Person. An employee or a member of the group policyholder and their spouse and dependent children who meet the eligibility requirements shown in the insurance schedule of the group policy.

Fund Value. The current accumulation of value as described on page 8.

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.

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

Loan Value. The most you can borrow according to the provisions on page 11.

Maturity Date. The date we pay the net surrender value (if any) to the certificateholder, if the insured is living on that date and if this certificate is in force. The maturity date is the insured's attained age 95 and is shown on the certificate specifications page.

Minimum Monthly Premium. The amount which, if received by us on or before the first day of each certificate month, during the first 5 certificate years, will guarantee that the certificate will not enter a grace period during the first 5 certificate years. The initial minimum monthly premium is shown on the certificate specifications page. Changes to the certificate may change the minimum monthly premiums. The **Beginning of a Grace Period** and **End of a Grace Period** provisions describe in more detail how the minimum monthly premium affects the certificate.

DEFINITIONS (continued)

Monthly Date. 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.

Monthly Deduction. The monthly expense charge plus the monthly cost of insurance for this certificate and any riders attached to the certificate.

Net Surrender Value. Surrender value minus any debt.

Proceeds. The death benefit or the net surrender value, whichever is applicable.

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.

Surrender Value. The fund value less the surrender charge.

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, unless changed as provided by this certificate.

PREMIUMS

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

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

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

Planned Premium. The amount and frequency of the planned premium you selected at the time you applied for this certificate are shown on the certificate specifications page. You may make a written request to change the amount and frequency. No premium may be paid after the maturity date.

Payment of Premiums. Premiums are payable in advance to our Home Office. The first premium is due on the certificate date.

Beginning of a Grace Period. When the certificate has been in force for less than 5 years, a grace period will begin when all of the following conditions occur:

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

When the certificate has been in force for 5 or more years, a grace period will begin when all of the following conditions occur:

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

Operation of the Certificate During a Grace Period. A grace period is a period where the certificate remains in force, but where the certificate may terminate as described below if timely premium payments and/or loan repayments are not received by us. See the **End of a Grace Period (Pay Premiums/Repay Loans or Your Certificate Will Terminate)** provision.

During the grace period, the death benefit and all certificate provisions remain in effect.

End of a Grace Period (Pay Premiums/Repay Loans or Your Certificate Will Terminate). A grace period will end at any time any of the following conditions occur:

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

Reinstatement. We will reinstate this certificate if you send us a written request prior to the maturity date and within 5 years after the certificate terminates as a result of the grace period. You must also send us:

1. proof satisfactory to us that each insured is insurable at the original premium class; and
2. payment of enough premium to keep the certificate in force for 2 months, and pay all past due grace period monthly deductions.

This certificate will not be reinstated if it was surrendered for its net surrender value. 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. Certificate debt existing at the end of the grace period will not be reinstated if reinstatement occurs more than 90 days after termination.

After the certificate is reinstated, the surrender charge is the same as it would have been had there been no termination.

Non-Payment of Premium. If you make no premium payment, this certificate continues in force until the grace period ends. Unless required payments are made, this certificate and all attached riders will then terminate. In no case will this certificate continue beyond the maturity date nor will a rider continue beyond its termination date.

DEATH BENEFIT AND DEATH BENEFIT OPTIONS

Death Benefit. If the insured dies before the maturity date and while this certificate is in force, we pay the death benefit 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 you to submit the certificate with the proof of death.

Death Benefit Option. The death benefit amount depends on the death benefit option in effect on the date of the insured's death. The death benefit option and the initial specified amount in effect on the certificate date are shown on the certificate specifications page.

Option 1. Under Option 1, the death benefit amount is the specified amount on the date of death.

Option 2. Under Option 2, the death benefit amount is the specified amount, plus the fund value on the date of death.

The above options are subject to IRS requirements.

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

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

CHANGING YOUR DEATH BENEFIT

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

Increasing the Specified Amount. A request for an increase must include the following:

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

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

Decreasing the Specified Amount. Any decrease is applied in the following order:

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

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

Changing the Death Benefit Option.

1. **If you request a change from Option 1 to Option 2:** The specified amount is decreased by the amount of the fund value, but not below the minimum specified amount shown on the certificate specifications page. Evidence of insurability may be required.
2. **If you request a change from Option 2 to Option 1:** The specified amount is increased by the amount of the fund value. No evidence of insurability is required.

CERTIFICATE FUND VALUE

Fund Value on the Certificate Date. The fund value on the certificate date is 95%* of any premiums received on or before the certificate date; minus the monthly expense charge for the first certificate month; minus the monthly cost of insurance for this certificate for the first certificate month.

Fund Value on Each Monthly Date. On any monthly date after the certificate date, the fund value equals:

1. the fund value on the last monthly date; plus
2. one month's interest on item (1) above; plus
3. 95%* of any premiums received since the last monthly date; minus
4. any partial surrender of fund value and any partial surrender service charge since the last monthly date; minus
5. the monthly expense charge for the month following the monthly date; minus
6. the monthly cost of insurance for this certificate for the month following the monthly date.

* At our option we may credit more than 95% of any premiums received. The amount we credit will always be at least 95% and will never be greater than 100%.

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

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

How We Calculate the Monthly Expense Charge. The monthly expense charge for a certificate month equals:

1. the monthly cost of insurance for benefits provided by riders; plus
2. a monthly fee of $2.00 in certificate years 1 to 20; plus
3. the monthly per thousand charge, if any.

How We Calculate the Monthly Cost of Insurance. We calculate the cost of insurance on each monthly date. The monthly cost of insurance is determined as follows:

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

Cost of Insurance Rates. The cost of insurance rates are based on many factors, including, but not limited to, the insured's age, certificate year, premium class and specified amount. We may change the cost of insurance rates for any reason at any time, but they will never be more than the guaranteed maximum rates shown on pages 4A and 4B. For the specified amount at issue, the premium class on the certificate date applies. For increases in the specified amount, the premium class applicable to the increase applies. When the death benefit amount is increased due to the minimum death benefit, the premium class for the most recent increase applies to the amount of increase. When the specified amount is decreased, the order of decreases is explained in the **Decreasing the Specified Amount** provision. Each time there is an increase or decrease, an average premium class weighted by the specified amount is computed. The same weighting is used to determine an average cost of insurance rate to apply to the total specified amount.

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

CERTIFICATE FUND VALUE (continued)

Annual Expense Charges per $1,000 of Initial Specified Amount or Increased Specified Amount

Age at issue or increase	Non-Tobacco User Duration since Issue or Increase (Year)	
	1-14	15+
0-25	1.92	0.00
26-35	2.40	0.24
36-45	3.12	1.20
46-50	4.08	3.60
51-55	5.64	4.08
56-60	9.00	9.00
61-65	9.00	9.00
66-70	18.00	18.00
71-75	33.00	33.00
76-80	48.00	48.00

Age at issue or increase	Tobacco User Duration since Issue or Increase (Year)	
	1-14	15+
0-25	2.04	0.00
26-35	2.88	0.24
36-45	4.80	0.60
46-50	6.60	0.60
51-55	6.60	6.60
56-60	9.00	9.00
61-65	15.00	15.00
66-70	30.00	30.00
71-75	42.00	42.00
76-80	54.00	54.00

CERTIFICATE SURRENDER

Surrender. Subject to the **Certificateholder, Beneficiary and Assignment** provisions, you may return this certificate to us and request its net surrender value. A surrender is effective on the date we receive your written request at our Home Office.

The net surrender value is equal to:

1. the surrender value; minus
2. certificate debt.

The surrender value is equal to:

1. the fund value; minus
2. the surrender charge explained below.

The fund value used to calculate the surrender value is the value as of the day we receive your request at our Home Office.

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

Age at Issue or Increase	Maximum Surrender Charge	Age at Issue or Increase	Maximum Surrender Charge	Age at Issue or Increase	Maximum Surrender Charge	Age at Issue or Increase	Maximum Surrender Charge
0	2.00	21	2.00	42	15.50	63	36.00
1	2.00	22	2.00	43	16.00	64	38.00
2	2.00	23	2.00	44	16.50	65	40.00
3	2.00	24	2.00	45	17.00	66	40.00
4	2.00	25	2.00	46	17.50	67	40.00
5	2.00	26	5.00	47	18.00	68	40.00
6	2.00	27	5.00	48	18.50	69	40.00
7	2.00	28	5.00	49	19.00	70	40.00
8	2.00	29	5.00	50	19.50	71	40.00
9	2.00	30	5.00	51	20.00	72	40.00
10	2.00	31	10.00	52	20.50	73	40.00
11	2.00	32	10.00	53	21.00	74	40.00
12	2.00	33	10.50	54	21.50	75	40.00
13	2.00	34	11.00	55	22.00	76	40.00
14	2.00	35	11.00	56	23.50	77	40.00
15	2.00	36	12.00	57	25.00	78	40.00
16	2.00	37	13.00	58	26.50	79	40.00
17	2.00	38	13.50	59	28.00	80	40.00
18	2.00	39	14.00	60	30.00		
19	2.00	40	14.50	61	32.00		
20	2.00	41	15.00	62	34.00		

Renewal Year Surrender Charges per $1,000: Multiply the maximum surrender charge by the percentages shown in the table below. Years and months are measured from the certificate date or date of increase respectively.

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

Surrender Charge Computation. The surrender charge for the certificate equals the sum of the surrender charge on the initial specified amount, plus the surrender charge on any increase in the specified amount. The surrender charge on the initial specified amount equals the rate per $1,000 shown above, times the number of $1,000's of initial specified amount.

The surrender charge on any increased specified amount equals the rate per $1,000 shown above, based on the attained age at increase, times the number of $1,000's of increased specified amount.

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

CERTIFICATE LOANS, PARTIAL SURRENDERS AND REDUCED PAID UP OPTION

Obtaining a Loan. You may request a loan at any time, if:

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

The loan value is the surrender value minus:

1. certificate debt; and
2. interest on any existing certificate debt and on the amount to be borrowed to the next annual date; and
3. any unpaid monthly deductions; and
4. an amount equal to 2 monthly deductions.

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

Loan Interest. The interest we charge on certificate debt is 8% per year in arrears. Interest on certificate debt is due and payable in arrears at the end of each certificate anniversary. Interest not paid when due will be added to the existing certificate debt and bear interest at the same rate.

Loan Repayment. You may repay certificate debt at any time, except that:

1. repayment must be made while this certificate is in force and while the insured is alive; and
2. a partial repayment must be at least $25.

A loan that exists at the end of a grace period cannot be repaid unless you reinstate this certificate. If at any time the certificate debt exceeds the surrender value, this certificate terminates. At least 31 days prior notice will be mailed to your last known address.

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

Under **Death Benefit Option** 1, the specified amount is reduced by the amount of the partial surrender. A partial surrender is not allowed if it would reduce the specified amount below the minimum specified amount shown on the certificate specifications page.

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

Reduced Paid Up Option. You may, at any time, elect to surrender this certificate and use the net surrender value to purchase reduced paid up insurance. This reduced paid up insurance will be in force until the certificate anniversary on or next following the insured's 95th birthday unless it is surrendered. If the insured is living on the certificate anniversary on or next following the insured's 95th birthday we will pay the reduced paid up amount to you.

The reduced paid up amount is calculated by dividing the net surrender value by the net single premium. The net single premium is calculated using the guaranteed maximum cost of insurance rates and the guaranteed interest rate.

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

Once elected, the reduced paid up option can be surrendered at any time. The surrender is effective on the date we receive your written request at our Home Office.

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

Once this option is surrendered it cannot be reinstated.

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 estate of the certificateholder.

Change of Certificateholder. You may transfer your rights under this certificate by making a written request and, unless waived by us, submitting the certificate for endorsement to show the transfer. The change is effective when we receive it at our Home Office. Any payment made or any action taken or allowed by us before the change is recorded will be without prejudice to us. If not provided otherwise, a change of certificateholder does not affect the interest of any beneficiary.

Beneficiary. The beneficiary:

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

If not provided otherwise:

1. The interest of a beneficiary who dies before the insured will pass to the surviving beneficiaries in proportion to their share in the proceeds.
2. If no beneficiary survives the insured, the death benefit is paid in one lump sum to the certificateholder, if living. If neither the certificateholder nor any beneficiary survive the insured, the death benefit is paid to the certificateholder's estate.

Change of Beneficiary. You may change the beneficiary designation by written request:

1. while the insured is alive; and
2. if the prior designation does not prohibit such a change.

A change revokes any prior designation. The change will take effect as of the date the request is signed, even if the insured is not living on the day the request is received. Any rights created by the change will be subject to any payments made or actions taken by us before the written request is received.

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.

GENERAL CERTIFICATE PROVISIONS

Entire Certificate; Changes. The entire certificate consists of:

1. this certificate; and
2. the enrollment 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 the insured loses eligibility for the coverage provided under the group policy for any reason other than non-payment of premiums, 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.

Incontestability. We rely on the statements made on the enrollment form for this certificate, any application(s) for reinstatement and any application(s) for increases in the specified amount. 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.

In the absence of fraud, we cannot contest payment of the death benefit represented by the initial specified amount after this certificate has been in force during the insured's life for 2 years from the certificate date.

In the absence of fraud, we cannot contest payment of the death benefit represented by increases in the specified amount after an increase has been in effect during the insured's life for 2 years.

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, less certificate debt and partial surrenders.

If there are any increases to the specified amount (see the **Changing Your Death Benefit** provision), a new 2 year suicide exclusion period applies to each increase starting on the date of increase. The death benefit for the increase is the monthly deductions due to the increase during such period.

Misstatement of Age, Sex or Tobacco Use Status. If the insured's age, sex or tobacco use status is misstated, the death benefit amount will be adjusted at the time of the insured's death. The adjusted death benefit amount equals the unadjusted death benefit amount, multiplied by the certificate's cost of insurance rate which applies during the certificate month of the insured's death using the misstated age, sex or tobacco use status, divided by the certificate's cost of insurance rate which applies during the certificate month of the insured's death using the correct age, sex or tobacco use status. If there is no established certificate cost of insurance rate which applies during the certificate month of the insured's death using the correct age, sex or tobacco use status, we will extrapolate such a rate for the purpose of adjusting the death benefit amount. No adjustments to the fund value will be made as a result of the insured's age, sex or tobacco use status being misstated.

Payments by Us and Right to Defer Payment. All payments by us are made from our Home Office.

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

1. pay the net surrender value; and
2. make a certificate loan, unless it is used to pay premiums on your certificate; and
3. make a partial surrender.

If we wait more than 30 days to pay surrender proceeds, interest at the guaranteed rate will be added for the time we waited.

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

Basis of Certificate Values. The basis for the minimum surrender values and guaranteed maximum cost of insurance rates is shown on pages 4A and 4B. All of the values are the same or more than the minimums set by the laws of the state where the group policy is issued. If required, we have filed a detailed statement about this with the state insurance department. Reserves will always be at least as great as the minimum required by law.

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

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

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

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

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

Termination. This certificate terminates on the earliest of:

1. your surrender of the certificate for its net surrender value; or
2. satisfying either item 1. or 5. in the **End of a Grace Period (Pay Premiums/Repay Loans or Your Certificate Will Terminate)** provision; or
3. the death of the insured; or
4. the maturity date; or
5. the date the group policy terminates subject to the **Continuation of Coverage** provision.

AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE: 1776 AMERICAN HERITAGE LIFE DRIVE
JACKSONVILLE, FLORIDA 32224-6687
(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.

Karen E. Millard

Secretary

AMERICAN HERITAGE LIFE INSURANCE COMPANY

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

A Stock Company

NOTICE OF RIGHT TO RETURN POLICY

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

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

Karen E. Millard

Secretary

REPAMD-2

AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida 32224-6688

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.

Karen E. Millard

Secretary

RPA1

AMERICAN HERITAGE LIFE INSURANCE COMPANY

Jacksonville, Florida 32224-6688

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.

Karen E. Millard

Secretary

CBA1

Allstate Benefits

AMERICAN HERITAGE LIFE INSURANCE COMPANY

A Stock Company

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