# AMERICAN HERITAGE LIFE INSURANCE COMPANY

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

## ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS OR CONDITION RIDER

The accelerated death benefit received under this rider may be taxable. The certificate holder should consult with his or her personal tax advisor.

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

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

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

## **DEFINITIONS**

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

**Terminal illness or condition** means an illness or physical condition: (1) for which there is no reasonable prospect of recovery; or (2) that is expected to result in the insured's death within 24 months.

#### **ACCELERATED DEATH BENEFIT**

If a physician determines that the insured has a terminal illness or condition, we will immediately pay the accelerated death benefit in a lump sum to the certificate holder upon our receipt of:

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

The accelerated death benefit is equal to the acceleration percentage shown in the certificate multiplied by the certificate death benefit amount, up to a maximum amount of \$100,000.

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

The accelerated death benefit payable is equal to:

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

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

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

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

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

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## **WAIVER OF PREMIUM BENEFIT**

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

#### **EFFECT OF PAYMENT**

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

#### **DEATH BEFORE PAYMENT**

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

### ORDER IN WHICH REQUESTS ARE APPLIED

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

#### INCONTESTABILITY

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

#### **TERMINATION**

This rider terminates at the earliest of:

- 1. the date the policy is terminated:
- 2. the date this rider is terminated under the policy;
- 3. the date we receive the policyholder's written request to terminate this rider;
- 4. the date the certificate terminates;
- 5. the date the certificate matures;
- 6. the date of the insured's death;
- 7. the date we receive the certificate holder's written request to terminate this rider;
- 8. the date the certificate holder elects the non-forfeiture option; or
- 9. the date the insured is no longer eligible for this rider.

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

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

Secretary

President

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