

**FIDELITY SECURITY LIFE INSURANCE COMPANY**  
3130 Broadway • Kansas City, Missouri 64111-2406 • (800) 648-8624

**Group Insurance Certificate Providing  
Limited Benefits for Vision Care  
Non-Participating**

This Certificate will take the place of any and all Certificates and Riders which may have been issued to You at a prior time under the Policy.

**GENERAL INFORMATION**

**About Your Insurance** - This Certificate explains the plan of insurance which is underwritten by Fidelity Security Life Insurance Company. Read it closely to become familiar with Your plan. An individual identification card will be issued to You containing Your Group Number and Your Effective Date.

**Important Notice** - Benefits are payable only for expenses incurred while this insurance is in force. No agent has the right to change the Policy or to waive any part of it. The Policy under which this Certificate is issued may at any time be amended or canceled, as stated in its provisions. Such an action may be taken without the consent of or notice to any person who claims rights or benefits under the Policy. The insurance under the Policy does not take the place of nor does it affect any requirements for coverage by Workers' Compensation or a similar type of insurance. The benefits for Dependents which are described in this Certificate will be applicable to Your Dependents only if You make application to have Your Dependents insured.

**DEFINITIONS**

The following terms have specific meaning as used in the Policy.

**Covered Person** means an employee meeting the eligibility requirements of the Policy who is covered for benefits. Covered Person will also include Your Dependents, if enrolled.

**Dependent** means any of the following persons: 1) Your lawful spouse; 2) the unmarried dependent child or children of an employee or of an employee's spouse (which includes stepchildren, legally adopted children, grandchildren, and foster children) who are under 25 years of age, or such higher ages as approved in writing by Us. A child is considered adopted if the employee is a party in a suit in which the adoption of the child by the employee is sought. A grandchild is only eligible if the grandchild is dependent on the employee for federal income tax purposes at the time application for coverage of the child is made. Coverage for any grandchild may not be terminated solely because the covered child is no longer a dependent for federal income tax purposes.

**Policy** means the Policy issued to the Policyholder.

**Policyholder** means the Employer named as the Policyholder on the face of the Policy.

**Provider** means a licensed physician or optometrist who is operating within the scope of his or her license or a dispensing Optician.

**Vision Examination** means a comprehensive ophthalmological service as defined in the Current Procedural Technology (CPT) and the Documentation Guidelines listed under "Eyes-examination items". Comprehensive ophthalmological service describes a general evaluation of the complete visual system. The comprehensive services constitute a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields and basic sensorimotor examination. It often includes, as indicated by examination: biomicroscopy, examination with cycloplegia or mydriasis and tonometry. It always includes initiation of diagnostic and treatment programs.

**THIS PLAN IS NOT MEDICARE SUPPLEMENT. If you are eligible for Medicare, please review "Choosing a Medigap Policy: A Guide to Health Insurance for People With Medicare," available from the Company.**

**Workers' Compensation. THE INSURANCE POLICY UNDER WHICH THE CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

**Vision Materials** means corrective lenses and/or frames or contact lenses.

**We, Our, Us** means Fidelity Security Life Insurance Company.

**You, Your, Yours** means the employee covered under the Policy.

**DEFINITIONS  
(PPO and Non-PPO)**

**Preferred Agreement** means an agreement between the PPO and a Provider concerning the rates and reimbursement methods for services and supplies provided by such Provider.

**Non-Preferred Provider** means a Provider, located within the PPO Service Area, who has not signed a Preferred Agreement with the PPO.

**Preferred Provider** means a Provider who has signed a Preferred Agreement with the PPO.

**Preferred Provider Organization (“PPO”)** means a network of Providers and retail chain stores within the PPO Service Area who have a signed Preferred Agreement with Us.

**PPO Service Area** means the geographical area where the PPO is located.

**EFFECTIVE DATES**

**Effective Date of Employee’s Insurance** - Your insurance will be effective as follows: 1) If the Policyholder does not require You to contribute towards the premium for this coverage, Your insurance will be effective on the date You became eligible; 2) If the Policyholder requires You to contribute towards the premium for this coverage, Your insurance will be effective on the date You became eligible, provided; a) You have given Us Your enrollment form (if required) on, prior to, or within 30 days of the date You became eligible; and b) You have agreed, in writing, to pay the required contributions; 3) If You fail to meet the requirements (a) and (b) within 30 days after becoming eligible, Your coverage will not become effective until We have verified that You have met these requirements. You will then be advised of Your effective date.

**Effective Date of Dependent’s Insurance** - Coverage for Dependents becomes effective on the later of: 1) the date Dependent Coverage is first included in Your coverage; or 2) the premium due date on or after the date the person first qualifies as Your Dependent. If an enrollment form is required, You must provide such form and agree to pay any premium contribution that may be required prior to coverage becoming effective.

**Newborn Children** - If a Dependent is covered under Your Certificate, a Dependent child born while this Certificate is in force shall be covered from the moment of birth. In order to continue coverage, You must notify Us and agree to pay any premium contributions that may be required by the Policyholder within 31 days after birth.

**Adopted Children** - A Dependent child for whom You are party to a suit for adoption while the Certificate is in force will be covered from the date of placement for 31 days. In order to continue coverage beyond this 31-day period, You must send in notice and agree to pay any premium contributions that may be required by the Policyholder within this 31-day period. If proper notice has been given, coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement.

**SCHEDULE OF BENEFITS**

Covered Persons have the right to obtain vision care from the Provider of their choice. However, payment of the Benefit varies depending on the type of Provider chosen. Benefits are payable as shown in the following Schedule:

<b><u>Benefit</u></b>	<b><u>Preferred Provider</u></b>	<b><u>Non-Preferred Provider</u></b>	<b><u>Benefit Period</u></b>
Vision Examination:	{\$0 - \$70} copayment	{\$0 - \$100}	{12-24} months
Vision Materials: <i>Standard Lenses</i>	{\$0 - \$70} copayment	N/A	{12-24} months
Single	Paid in full after copayment	{\$0 - \$200}	
Bifocal	Paid in full after copayment	{\$0 - \$200}	
Trifocal	Paid in full after copayment	{\$0 - \$200}	
Lenticular	Paid in full after copayment	{\$0 - \$200}	
Progressives	{\$0 - \$50}	{\$0 - \$40}	
<i>Frames</i>	{\$0 - \$300}	{\$0 - \$210}	{12-24} months
<i>Contact Lenses*</i>			{12-24} months
Elective	{\$0 - \$300}	{\$0 - \$210}	
Medically Necessary	Paid in full	{\$0 - \$300}	

\**Contact Lenses* includes fit, follow-up and Materials.

Any services which cannot be obtained by a Preferred Provider within the PPO Service Area because: 1) due to their specialized nature, there is no Preferred Provider located within the PPO Service Area; 2) are provided by a Provider not in the PPO Service Area; and 3) are specifically authorized in advance by the Covered Person's Provider and approved by Us, shall be paid in accordance with the Schedule of Benefits, without further deductions, subject to all Policy maximums, limitations, conditions and exclusions.

**Benefit Period for Vision Examination** is shown in the Schedule of Benefits and begins on the Policy Effective Date.

**Benefit Period for Vision Materials** is shown in the Schedule of Benefits and begins on the Policy Effective Date.

**Vision Examination Benefit** - A Covered Person is eligible for one Vision Examination in each successive Benefit Period.

**Vision Materials Benefit** - If a Vision Examination results in a Covered Person needing corrective Vision Materials for their visual health and welfare, those Vision Materials prescribed by Providers will be supplied, subject to certain limitations and exclusions of the Policy, as follows:

- Lenses – Up to two lenses provided one time in each successive Benefit Period.
- Frame – One frame provided one time in each successive Benefit Period.
- Contact Lenses – Contact Lenses benefit provided in lieu of lenses and/or frame.

#### **LIMITATION**

**Vision Examination and Vision Materials** - Fees charged by a Provider for services other than a Vision Examination or covered Vision Materials must be paid in full by the Covered Person to the Provider. Such fees or materials are not covered under this Policy.

Benefit allowances provide no remaining balance for future use within the same Benefit Period, except Contact Lenses benefit.

#### **EXCLUSIONS**

No benefits will be paid for services or materials connected with or charges arising from: 1) Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes, or supporting structures; 3) Any eye or Vision Examination, or any corrective eyewear, required by an Employer as a condition of employment and safety eyewear, unless specifically covered under the Policy; 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether Federal, state, or subdivisions thereof; 5) Plano (non-prescription) lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals; or 8) Services or materials provided by any other group benefit plans providing vision care.

Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next benefit Period when Vision Materials would next become available.

#### **TERMINATION OF INSURANCE**

**For all Covered Persons** - All Covered Persons' insurance will end automatically on the last day of the month following the earliest of the following dates: a) The date the Policy ends; b) The end of the last period for which any required contribution agreed to in writing has been made; c) The date You are no longer eligible for insurance; d) The date Your employment with the Employer ends. Your coverage will end on the last day of the month in which employment ends. The Employer may, at its option, continue insurance for individuals whose employment has ended, if it: (i) does so without individual selection between employees; and (ii) if it continues making premium payments for those individuals.

**For Dependents** - A Dependent's insurance will automatically stop on the last day of the month following the earlier of: a) the date Your coverage ends; b) the end of the month in which the Dependent ceases to be Your Dependent; c) the end of the last period for which any required contribution has been made.

The Employer will be responsible for all premiums due prior to termination. The Employer will be deemed to have notified Us in the month in which the Covered Person ceases to be part of the group if We receive notification within the first three days of the subsequent month, not including Saturdays, Sundays and legal holidays. If the notification is sent during this additional three-day notification period, the Employer must transmit the notification of a Covered Person's loss of eligibility during the previous month by a method that provides immediate written notification, such as an internet portal, electronic mail, or telefacsimile. Immediate written notification sent via electronic means will be presumed received on the date it is submitted; hand-delivered notification will be presumed received on the date the delivery receipt is signed.

A Dependent Child will not cease to be a Dependent solely because of age if the child is: a) not capable of self-sustaining employment due to mental incapacity or physical handicap that began before the age limit was reached; and b) mainly dependent on You for support. We may ask for proof of the eligible child's incapacity and dependency within 31 days before the date the Dependent would otherwise cease to be covered. We may require the same proof again, but We will not ask for it more than once a year after this coverage has been continued for two years. This continued coverage will end: a) on the date the Policy ends; b) the date the incapacity or dependency ends; c) the last day of the month for which required premium for the child is paid; or d) 60 days after the date We request proof which is not given to Us.

## CLAIMS

**Notice Of Claim.** Written notice of claim must be given: (a) within 30 days after a covered loss begins; or (b) as soon as reasonably possible after that. This notice may be given to Us at Our Home Office or to Our Administrator. Notice should include the Covered Person's name and the Policy and Certificate numbers.

**Claim Forms.** When We receive notice of claim, We will send the claimant forms for filing proof of loss within 15 days. If claim forms are not supplied within this 15-day period, a claimant may submit proof in writing, setting forth the nature and extent of the loss.

**Proof Of Loss.** Proof of loss must be furnished to Us within 90 days after the date of loss. We will not deny or reduce a claim if it was not reasonably possible to give Us proof within the time allowed. In any event, the Covered Person must give Us proof within one year after it is due unless he is legally incapacitated.

**Time Of Payment Of Claims.** Any benefit payable under the Policy will be paid immediately, but not more than 60 days after receipt of due written proof of loss.

**Payment Of Claims.** All claims will be paid to You, unless We have the obligation to pay the facility or Provider directly. However, in the event a benefit becomes payable to Your estate, We may pay such benefit, up to an amount equal to \$1,000, to any relative by blood or connection by marriage whom We deem to be equitably entitled thereto. Payment made in good faith fully discharges Us to the extent of any payments made.

**Legal Actions.** No legal actions may be brought to recover under the Policy: (1) within 60 days after written proof of loss has been furnished as required; or (2) after three years from when written proof of loss is required.

**Claim Appeal Procedure.** If We partially or fully deny a claim for benefits submitted by a Covered Person and he or she disagrees or does not understand the reasons for this denial, the Covered Person may appeal this decision, and they have the right to: 1) Request a review of the denial; 2) Review pertinent plan documents; and 3) Submit in writing, any data, documents or comments which are relevant to Our review of this denial.

The Covered Person's appeal must be submitted in writing within 180 days of receiving written notice of denial. We will review all information and send written notification within 60 days of the Covered Person's request.

## GENERAL PROVISIONS

**Entire Contract.** The Policy is a legal contract. It is between the Policyholder and Us. The entire contract consists of: (1) the Policy, the Certificate, endorsements and attachments, if any; (2) the Policyholder's Application; and (3) the employees' enrollment forms, if any. Any statement made by the Policyholder or by a Covered Person in an application will, in the absence of fraud, be deemed a representation and not a warranty. No such statement will void the coverage or reduce the benefits or be used in defense to a claim unless it is in writing and a copy of the application is furnished to the Covered Person.

**Modification Of Policy.** The Policy may be modified at any time by agreement between the Policyholder and Us without consent of any employee. No modification will be valid unless approved by one of Our officers: (1) the President; (2) a Vice President; or (3) the Secretary. The approval must be endorsed on or attached to the Policy. No agent has authority to modify the Policy or waive any of the Policy's provisions to extend the time for premium payment by making any promise or representation.

**Incontestability.** The validity of the Policy, or this Certificate, shall not be contested, except for non-payment of premiums or misrepresentation, after they have been in force for two years from Your Effective Date. No statement, except fraudulent misstatements, made by You relating to: 1) Your insurability; or 2) The insurability of Your Dependents; shall be used in contesting the validity of the coverage of the person about whom the statement was made after coverage has been in force for a period of two years. Any such statement must be contained in a written instrument signed by You, a copy of which has been furnished to You.

**Fraud.** If You or the Policyholder commits fraud pertaining to an employee against Us, as determined by a court of competent jurisdiction, Your coverage will end automatically without notice.

**Misstatement Of Age.** If a Covered Person's age has been misstated, the benefits will be those which the premium paid would have bought for the correct age. If a Covered Person's correct age was over the maximum issue age, coverage will be voided and the premiums paid for such Covered Person will be refunded.

**Assignment Of Benefits.** You may assign Your benefits. However, an assignment is not binding until We have received and acknowledged in writing the original or copy of the assignment before payment of the benefit. We do not guarantee the legal validity or effect of such assignment.

**Grace Period.** A grace period of 31 days will be allowed for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. If the premium is not paid within the grace period, coverage will terminate as of the premium due date. The grace period will not apply if the Covered Person gives written notice to Us of his or her intent not to continue this coverage.

**Payment To The Texas Department Of Human Services.** In the event that the Texas Department of Human Services is paying benefits on behalf of a Covered Person under Chapters 31 or 32 of the Human Resources Code, i.e., a financial and medical assistance service program administered pursuant to the Human Resources Code, and the Company is notified through an attachment to the claim when first submitted to the Company which states that all benefits payable are to be paid directly to the Department of Human Services, the Company will pay all benefits under the Policy for the Covered Person to the Texas Department of Human Services.

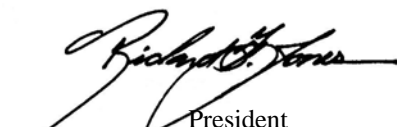
**Payment To The Texas Department Of Human Resources.** In the event that the Texas Department of Human Resources is paying benefits on behalf of a Covered Person, the Company will pay benefits under the Policy for the Covered Person to the Texas Department of Human Resources.

**Payment To Managing Conservator Of A Dependent Child.** For a minor child who otherwise qualifies as a Dependent of a Covered Person, benefits may be paid on behalf of the insured Dependent child to a person who is not the Covered Person if an order issued by a court of competent jurisdiction in this or any other state appoints such person the possessory or managing conservator of the child.

To be entitled to receive benefits, a possessory or managing conservator of an insured Dependent child must submit to the Company with the claim application written notice that such person is the possessory or managing conservator of the insured Dependent child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as a possessory or managing conservator or other evidence designated by rule of the Texas State Board of Insurance that the person qualifies to be paid the benefits. Such requirements shall not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Covered Person where the Covered Person has paid any portion of a medical bill that would be covered under the terms of the Policy.

**Agreement.** The Policy is amended to read: This Policy is governed by the laws of Texas.

FIDELITY SECURITY LIFE INSURANCE COMPANY

  
President

  
Secretary



# FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway  
Kansas City, Missouri 64111-2406  
Phone 800-648-8624  
A STOCK COMPANY  
(Herein Called "the Company")

## REFRACTIVE SURGERY BENEFIT RIDER

This Rider amends the Policy/Certificate to which it is attached. The following refractive surgical benefits are added:

### DEFINITIONS

**Injury** means a bodily Injury sustained directly and independently of all other causes resulting in a covered loss under this Rider.

**LASEK** (Laser Assisted Epithelium Keratomileusis) means a slight variation of the traditional LASIK procedure as described below. This surgical procedure utilizes a trephine to create an epithelial flap (as opposed to the deeper stromal flap with LASIK) and an alcohol solution to preserve the epithelial cells. Once the epithelial flap is created and lifted, the treatment proceeds as for traditional PRK, with light smoothing at its conclusion. The epithelial flap is then repositioned with a small spatula.

**LASIK** (Laser Assisted In-Situ Keratomileusis) means a surgical procedure involving the use of a computer-controlled excimer laser to reshape the cornea (epithelium) without invading the adjacent cell layers. An automated microkeratome is used to shave off a thin, hinged layer of the cornea that is lifted, and the exposed surface is reshaped using the laser. After altering the cornea curvature, the flap is replaced and is adhered without stitches. In **IntraLase Initiated LASIK**, a special laser is used instead of a blade to create the flap. In **Custom Wavefront** or **Wavefront-Guided LASIK** procedures, a 3-dimensional measurement of how the eye processes images is used to guide the laser in re-shaping the front part of the eye (cornea).

**PRK** (Photorefractive Keratectomy) means a surgical procedure involving removal of the surface layer of the cornea by gentle scraping and use of a computer-controlled excimer laser to reshape the stroma.

**Physician** means an Ophthalmologist or Optometrist licensed under applicable state law to perform the surgical procedures for which benefits are payable under this Rider, and who is acting within the lawful scope of his or her license to render such service. A Physician cannot be the Covered Person or a member of the Covered Person's Immediate Family. "Immediate Family" means the Covered Person or the Covered Person's spouse, parent, child, grandparent, brother, sister, in-law or any person residing with the Covered Person.

**Refractive Surgery** means a surgical procedure which permanently alters the focusing power of the eye(s) in order to change refractive errors.

### BENEFITS

**Refractive Surgery Benefit.** We will pay a one-time surgical indemnity benefit of **{\$150}** (per Covered Person) for one of the following refractive surgical procedures to one or both eyes: LASIK (including Custom Wavefront, Wavefront-Guided or IntraLase initiated LASIK), LASEK or PRK, if performed by a Physician on a Covered Person while covered under this Rider, subject to the Exclusions provision.

## EXCLUSIONS

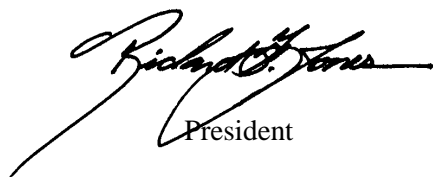
### Refractive Surgery Vision Benefit Exclusions

Benefits are not payable for any of the following:

1. Routine vision examinations or corrective vision materials, including corrective eyeglasses, fittings, lenses, frames or contact lenses; or
2. Medical or surgical procedures, services or treatments:
  - a. not specifically covered under this Rider;
  - b. provided free of charge in the absence of insurance;
  - c. payable under any Workers' Compensation law, or similar statutory authority;
  - d. payable under any governmental plan or program whether Federal, state or subdivisions thereof.

This Rider takes effect on the effective date of the Policy/Certificate to which it is attached. This Rider terminates concurrently with the Policy/Certificate to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Policy/Certificate except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY



Richard C. Jones  
President



Bradford R. Jones  
Secretary

**Restriction:** You have the right to request a restriction or limitation on PHI we use or disclose about you for treatment, payment or health care operations, or that we disclose to someone who may be involved in your care or payment for your care, like a family member or friend. While we will consider your request, we are not required to agree to it. If we do agree to it, we will comply with your request. To request a restriction, you must make your request in writing using the “Contact Information” provided at the end of this Notice. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply (for example, disclosures to your spouse or parent). We will not agree to restrictions on PHI uses or disclosures that are legally required, or which are necessary to administer our business.

**Unauthorized Access:** You are entitled to receive notification of unauthorized access to your PHI. We maintain physical, electronic and procedural safeguards that are compliant with applicable federal and state privacy laws. However, if your PHI is ever compromised, we will notify you of the incident.

**Confidential Communications:** You have the right to request that we communicate with you about PHI in a certain way or at a certain location if you tell us that communication in another manner may endanger you. For example, you can ask that we only contact you at work or by mail. To request confidential communications, you must make your request in writing using the “Contact Information” provided at the end of this Notice and specify how or where you wish to be contacted. We will accommodate all reasonable requests.

**Amendment:** If you believe that your PHI is incorrect or that an important part of it is missing, you have the right to ask us to amend your PHI while it is kept by or for us. You must provide your request and your reason for the request in writing using the “Contact Information” provided at the end of this Notice. We may deny your request if it is not in writing or does not include a reason that supports the request. In addition, we may deny your request if you ask us to amend PHI that: (i) is accurate and complete; (ii) was not created by us, unless the person or entity that created the PHI is no longer available to make the amendment; (iii) is not part of the PHI kept by or for us; or (iv) is not part of the PHI which you would be permitted to inspect and copy.

**Right to File a Complaint:** If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the Department of Health and Human Services. To file a complaint with us, submit your complaint using the “Contact Information” provided at the end of this Notice. All complaints must be submitted in writing. You will not be retaliated against for filing a complaint.

**Contact Information:** If you have questions regarding this Notice or need further assistance regarding this Notice, please contact us at:

Contact Office: Fidelity Security Life Insurance Company, HIPAA Customer Service

Telephone: 800-648-8624 Fax: 816-968-0660

Address: 3130 Broadway, Kansas City, MO 64111-2406