

SERFF Tracking Number: FDLT-125719900 State: Arkansas  
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 39513  
Company Tracking Number: M-4025AR  
TOI: H111 Individual Health - Disability Income Sub-TOI: H111.003 Long Term - Unrelated to marketing  
with employer or association groups  
Product Name: Individual Disability Income Insurance  
Project Name/Number: Individual Disability Income Insurance/M-4025AR

## Filing at a Glance

Company: Fidelity Security Life Insurance Company

Product Name: Individual Disability Income Insurance SERFF Tr Num: FDLT-125719900 State: ArkansasLH

TOI: H111 Individual Health - Disability Income SERFF Status: Closed State Tr Num: 39513  
Sub-TOI: H111.003 Long Term - Unrelated to marketing with employer or association groups Co Tr Num: M-4025AR State Status: Approved-Closed

Filing Type: Form/Rate Co Status: Reviewer(s): Rosalind Minor  
Authors: Janice Garmon, Kelly Disposition Date: 07/09/2008  
Humiston, Debbie Oestreich,  
Teresa Saling  
Date Submitted: 07/02/2008 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Individual Disability Income Insurance  
Project Number: M-4025AR  
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed  
Date Approved in Domicile:  
Domicile Status Comments: This form will not be marketed in our domicile state of Missouri.  
Market Type: Individual  
Group Market Size:  
Group Market Type:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/09/2008

State Status Changed: 07/09/2008

Corresponding Filing Tracking Number:

Filing Description:

Fidelity Security Life Insurance Company

NAIC #71870 FEIN #43-0949844

Deemer Date:

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Individual Disability Income Insurance, Guaranteed Renewable to Age 65,  
Thereafter Conditionally Renewable to Age 70  
M-4025AR Individual Disability Income Policy  
S-4025 Individual Disability Income Schedule of Benefits  
D-00064AR Outline of Coverage  
A-01082 Application for Individual Disability Income  
A-01085 Individual Health History Continuation Form

We respectfully submit the above referenced forms for your review and approval. The forms are new and do not replace any forms previously filed or approved by your state.

The forms will be solicited via agent one-on-one sales primarily to individuals with professional occupations and business owners.

The forms are Guaranteed Renewable to age 65, and Conditionally Renewable to age 70. The form provides for a graded benefit in the first two years of coverage for Sickness and a non-graded benefit for Injury.

We will use the Health History Continuation Form, A-01085, with other individual health forms available in your state.

Variable information is indicated by brackets { }. The variables are to be read as though the phrase is in, out, or the choices shown. The variable will not be adjusted to be less favorable than your state allows.

The format of the actual printed application form, A-01082 may vary, even though the text will remain unchanged.

If you have any questions or require additional information, please feel free to telephone me at (800) 648 8624, extension 1267, or Email me at [jgarmon@fslins.com](mailto:jgarmon@fslins.com).

## **Company and Contact**



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/09/2008	07/09/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	07/07/2008	07/07/2008	Debbie Oestreich	07/08/2008	07/08/2008

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## **Disposition**

Disposition Date: 07/09/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Product Name: Individual Disability Income Insurance  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form (revised)	Policy	Approved-Closed	Yes
Form	Policy	Withdrawn	Yes
Form	Schedule	Approved-Closed	Yes
Form	Outline of Coverage	Approved-Closed	Yes
Form	Application	Approved-Closed	Yes
Form	Application	Approved-Closed	Yes
Rate	Rates	Approved-Closed	No

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 07/07/2008  
Submitted Date 07/07/2008

Respond By Date

Dear Janice Garmon,

This will acknowledge receipt of the captioned filing.

Objection 1

- Policy (Form)

Comment: There needs to be a provision for the refund of unearned premium in the event of death of the insured. Refer to ACA 23-85-134.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 07/08/2008  
Submitted Date 07/08/2008

Dear Rosalind Minor,

### Comments:

#### Response 1

Comments: We added the refund of unearned premium to the Payment of Claims provision to comply with ACA 23-85-134. Please see the last sentence of the Payment of Claims provision.

Sincerely,

Janice Garmon



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## Form Schedule

Lead Form Number: M-4025AR

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	M-4025AR	Policy/Cont ract/Fraternal Certificate	Policy	Initial			M-4025AR.pdf
Approved-Closed	S-4025	Schedule Pages	Schedule	Initial			S-4025.pdf
Approved-Closed	D-00064AR	Outline of Coverage	Outline of Coverage	Initial			D-00064AR.pdf
Approved-Closed	A-01082	Application/ Enrollment Form	Application	Initial			A-01082.pdf
Approved-Closed	A-01085	Application/ Enrollment Form	Application	Initial			A-01085.pdf



# FIDELITY SECURITY LIFE INSURANCE COMPANY

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

Fidelity Security Life Insurance Company agrees to provide the insurance described in this Policy. This Policy is a legal contract between the Insured and the Company.

This Policy is issued in consideration of the application and payment of premiums.

All periods of insurance under this Policy begin and end at 12:01 a.m. Local Time at this Insured's address.

The Insured's insurance under this Policy is guaranteed renewable to Age 65, as long as the Insured pays the required premiums, subject to the grace period. The Company reserves the right to change premiums for a class as allowed in the Premiums section.

Thereafter, this Policy is conditionally renewable beginning with the anniversary date following the Insured's attainment of Age 65 to the Insured's attainment of Age 70. This means that the Insured may renew the Insured's coverage under this Policy each year to Age 70, provided that: 1) the Insured pays the required premiums, subject to the grace period; and 2) the Insured continues to be Actively at Work. Premiums will increase each year on the anniversary date of the Insured's coverage under this Policy beginning with the anniversary date following the Insured's attainment of Age 65.

The Insured may request cancellation of this Policy. This request must be made to the Company in writing by the Insured. The effective date of the cancellation will be the next premium due date following the date the Insured requests cancellation of this Policy. No portion of modal premiums already paid for premiums which were due prior to the request for cancellation will be refunded.

This Policy is issued by Fidelity Security Life Insurance Company, Kansas City, Missouri, on this Policy's Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

A handwritten signature in cursive script, appearing to read 'Richard C. Jones'.

Richard C. Jones  
President

A handwritten signature in cursive script, appearing to read 'David J. Smith'.

David J. Smith  
Secretary

## **THIRTY-DAY RIGHT TO RETURN POLICY**

If the Insured is not satisfied for any reason, the Insured may return this Policy to the Company or to the Company's authorized representative within 30 days after receipt. Premium will then be refunded. When so returned, this Policy will be void from the beginning.

**INDIVIDUAL DISABILITY INCOME POLICY  
GUARANTEED RENEWABLE TO AGE 65  
THEREAFTER CONDITIONALLY RENEWABLE TO AGE 70  
GRADED BENEFIT FIRST TWO YEARS FOR SICKNESS  
REDUCED BENEFIT AT AGE 65  
REDUCED BENEFIT FOR NERVOUS OR MENTAL DISORDERS  
*Please read this Policy carefully.***

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## DEFINITIONS

When used the following words and phrases have the meaning given. The use of any personal pronoun includes both genders.

**Actively At Work/Active Employment** means the Insured is performing the material and substantial duties of his or her regular occupation for at least {20 - 40 hours} a week at his or her regular place of employment or at any business location to which the Insured is required to travel.

A vacation day, holiday or an authorized leave of absence not due to an Injury, Sickness or Nervous or Mental Disorder, is considered a regular work day for the purposes of this insurance.

**Age** means the Insured's Age on his or her last birthday.

**Company** means Fidelity Security Life Insurance Company, Kansas City, Missouri.

**Complications of Pregnancy** means the following:

1. Hospital Confinement required to treat conditions, such as the following, in a pregnant female: 1) acute nephritis; 2) nephrosis; 3) cardiac decompensation; 4) HELLP syndrome; 5) uterine rupture; 6) amniotic fluid embolism; 7) chorioamnionitis; 8) fatty liver in pregnancy; 9) septic abortion; 10) placenta accreta; 11) gestational hypertension; 12) puerperal sepsis; 13) peripartum cardiomyopathy; 14) cholestasis in pregnancy; 15) thrombocytopenia in pregnancy; 16) placenta previa; 17) placental abruption; 18) acute cholecystitis and pancreatitis in pregnancy; 19) postpartum hemorrhage; 20) septic pelvic thrombophlebitis; 21) retained placenta; 22) venous air embolus associated with pregnancy; 23) miscarriage; or 24) an emergency cesarean section required because of: a) fetal or maternal distress during labor, or b) severe pre-eclampsia, or c) arrest of descent or dilatation; d) obstruction of the birth canal by fibroids or ovarian tumors, or e) necessary because of the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that, in the absence of immediate medical attention, will result in placing the life of the mother or fetus in jeopardy. For purposes of this paragraph, a cesarean section delivery is not considered to be an emergency cesarean section if it is merely for the convenience of the patient and/or doctor or solely due to a previous cesarean section.
2. Treatment, diagnosis or care for conditions, including the following, in a pregnant female when the condition was caused by, necessary because of, or aggravated by the pregnancy: 1) hyperthyroidism; 2) hepatitis B or C; 3) HIV; 4) Human papilloma virus; 5) abnormal PAP; 6) syphilis; 7) chlamydia; 8) herpes; 9) urinary tract infections; 10) thromboembolism; 11) appendicitis; 12) hypothyroidism; 13) pulmonary embolism; 14) sickle-cell disease; 15) tuberculosis; 16) migraine headaches; 17) depression; 18) acute myocarditis; 19) asthma; 20) maternal cytomegalovirus; 21) uterolithiasis; 22) DVT prophylaxis; 23) ovarian dermoid tumors; 24) biliary atresia and/or cirrhosis; 25) first trimester adnexal mass; 26) hydatidiform mole; or 27) ectopic pregnancy.

**Disability/Disabled** means Total Disability/Totally Disabled or Partial Disability/Partially Disabled.

**Elimination Period** means, for Total Disability, the number of consecutive days the Insured must be Totally Disabled before benefits will begin to accrue. Elimination Period means, for Partial Disability, the number of consecutive days the Insured must be Totally Disabled and/or Partially Disabled before benefits will begin to accrue. The Elimination Period is shown in the Schedule of Benefits.

**Hospital** means an institution that meets all the following requirements:

1. it must be operated according to law;
2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis;
3. it must provide diagnostic and surgical facilities supervised by one or more Physicians;
4. Registered Nurses must be on 24-hour call or duty; and
5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a prearranged basis.

Hospital does not mean a convalescent, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means the Insured or the Insured's spouse, parent, child, grandparent, brother, sister, in-law or any person residing with the Insured.

**Injury** means bodily Injury sustained directly and independently of all other causes, which results in loss covered by this Policy. The Injury must occur and the loss must begin while the Insured's coverage is in force under this Policy.

**Insured** means a person whose coverage under this Policy has become effective and has not ended.

**Maximum Benefit Period** means the longest period of time the benefits under this Policy will be paid for each Disability. The Maximum Benefit Period is shown in the Schedule of Benefits.

**Maximum Monthly Benefit Amount** means the maximum benefit amount payable per month under this Policy while the Insured is Disabled. The Maximum Monthly Benefit Amount cannot exceed 60% of the Insured's then current Monthly Earned Income at the time of the Disability. The Maximum Monthly Benefit Amount is shown in the Schedule of Benefits and may be reduced as provided in the terms of this Policy, for example in the Schedule of Benefits and in the Reductions section.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of an Injury, Sickness, or Nervous or Mental Disorder based on generally accepted current medical practice. A service or supply will not be considered as Medically Necessary if:

1. it is provided only as a convenience to the Insured or provider;
2. it is not appropriate treatment for the Insured's diagnosis or symptoms;
3. it exceeds (in scope, duration or intensity) that level of care needed to provide safe, adequate and appropriate diagnosis or treatment; or
4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

Because any particular Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Monthly Earned Income** means any wages, salary, fees, retainers, bonuses, commissions and any other income derived from the Insured's material and substantial duties of his or her regular occupation. The amount of Monthly Earned Income is considered before deduction of any income or Social Security or other applicable taxes. If the Insured owns any part of a business or profession, Monthly Earned Income also includes the Insured's share of the business profit or losses (after deducting the usual and customary business expenses) plus any contributions on the Insured's behalf to a deferred compensation, pension or profit sharing plan. Usual and customary business expenses are those expenses which are deductible for Federal Income Tax purposes based upon the business' fiscal year immediately prior to the Insured's Disability.

**Nervous or Mental Disorder** means a mental or emotional disease or disorder generally denoting one of the following:

1. a disease of the mind or personality, evidenced by abnormal behavior symptoms;
2. a disease of the mind or personality, evidenced by abnormal behavior; or
3. a disorder of conduct evidenced by socially deviant behavior.

Nervous or Mental Disorder includes only those psychiatric illnesses listed in: (a) the Standard Nomenclature of Diseases and Operations of the American Medical Association; or (b) the Diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association. Nervous or Mental Disorder does not include learning disabilities, attitudinal disorders or disciplinary problems because these are not illnesses.

***Partial Disability/Partially Disabled*** means that the Insured is at work, but because of Injury or Sickness:

1. the Insured is able to perform one or more, but not all, of the material and substantial duties of the Insured's own occupation; or
2. the Insured is not able to be present at work for more than one-half of the time required to be Actively at Work.

***Physician*** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured or a member of his or her Immediate Family.

***Policy*** means the contract issued to the Insured providing the benefits described.

***Sickness*** means a bodily disorder, a disease or Complications of Pregnancy. The Sickness must occur while the Insured's coverage is in force under this Policy. Sickness does not mean a Nervous or Mental Disorder.

***Total Disability/Totally Disabled*** means that because of Injury, Sickness, or Nervous or Mental Disorder, the Insured cannot perform the material and substantial duties of the Insured's own occupation.

The loss of a professional or occupational license for any reason does not, in itself, constitute Total Disability.

## **PAYMENT OF BENEFITS**

Payment of benefits under this Policy is subject to the following:

1. the Insured's coverage must be in force under this Policy on the date Disability began;
2. Disability must have begun while the Insured meets the definition of Actively at Work;
3. the Insured must provide the Company with proof of Disability as often as the Company requires it;
4. benefits will be paid only up to the Maximum Benefit Period for each period of Disability;
5. the Insured must be under the care of a Physician, unless the Physician certifies that the Insured does not need the regular care of a Physician for such disabling condition; and
6. for work-related Injury or Sickness, the Insured must provide proof that the Insured has applied for benefits under any applicable Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislature.

The Company will pay only one Disability benefit for Concurrent Disabilities due to Injury, Sickness, and/or Nervous or Mental Disorder.

"Concurrent Disabilities" means Disabilities that result from more than one cause at the same time.

## **TOTAL DISABILITY BENEFIT FOR INJURY OR SICKNESS**

If Total Disability due to Injury or Sickness begins before the Insured reaches Age 70, the Company agrees to pay the Monthly Benefit Amount up to the Maximum Benefit Period as shown in the Schedule of Benefits. Benefits will begin after satisfaction of the Elimination Period.

The Company will pay the Monthly Benefit Amount for each full month the Insured remains Totally Disabled due to Injury or Sickness after the Elimination Period, until the Maximum Benefit Period ends. If the Insured recovers after part of a month, the Company will pay for the part of the month at a daily rate equal to 1/30 of the Monthly Benefit Amount.

The amount of benefit payable by this Policy will be to a maximum of 60% of the Insured's Monthly Earned Income on the date the Insured becomes Totally Disabled due to Injury or Sickness, not to exceed the Maximum Monthly Benefit Amount shown in the Schedule of Benefits.

If the Maximum Monthly Benefit Amount exceeds the underwriting requirements for the amount of the Insured's Monthly Earned Income, as shown in the Schedule of Benefits, at the time Total Disability commences or the average of the Insured's Monthly Earned Income for the period of two years immediately preceding the Total Disability, whichever is greater, the Insured's Maximum Monthly Benefit Amount will be adjusted to a new amount which does not exceed 60% of the Insured's new Monthly Earned Income, or the two-year average of the Insured's Monthly Earned Income, whichever is greater. The premiums will be adjusted to reflect the new Maximum Monthly Benefit Amount. If the adjustment results in a lower premium, all excess premiums will be returned to the Insured on a pro rata basis for a period of two years prior to the recalculation. However, the Maximum Monthly Benefit Amount will not be reduced below \$200.00.

It is the Insured's responsibility to notify the Company in writing upon a change in the Insured's employment or Monthly Earned Income.

**Presumptive Disability.** If the Insured suffers total and irreversible loss of speech and hearing, sight in both eyes, both feet (actual severance at or above the ankle joints), both hands (actual severance at or above the wrist joints) or one hand and one foot (actual severance at or above the wrist or ankle joints) before the Insured reaches Age 70, the Company agrees to pay the Monthly Benefit Amount for Total Disability due to Sickness or Total Disability due to Injury up to the Maximum Benefit Period as shown in the Schedule of Benefits whether or not the Insured is able to perform the material and substantial duties of the Insured's own occupation. The Elimination Period does not apply to a Presumptive Disability.

### **TOTAL DISABILITY BENEFIT FOR NERVOUS OR MENTAL DISORDERS**

The Company agrees to pay the Insured 50% of the Monthly Benefit Amount to a Maximum Benefit Period of six months for a Total Disability due to Nervous or Mental Disorders. Benefits will begin after satisfaction of the Elimination Period as shown in the Schedule of Benefits. Payments will not be made at the same time for both Total Disability due to Injury or Sickness and Nervous or Mental Disorders.

### **PARTIAL DISABILITY BENEFIT FOR INJURY OR SICKNESS**

If Partial Disability due to Injury or Sickness begins before the Insured reaches Age 70, the Company agrees to pay the Monthly Benefit Amount for Partial Disability up to the Maximum Benefit Period for Partial Disability as shown in the Schedule of Benefits. The Partial Disability Monthly Benefit Amount is equal to 50% of the Total Disability Monthly Benefit Amount stated in the Schedule of Benefits. Benefits will begin after satisfaction of the Elimination Period, or immediately following a period of Total Disability for which benefits have been paid.

The Partial Disability benefit will not be payable for any period for which any Total Disability benefits are payable.

### **PERIOD OF DISABILITY**

Any Disability commencing after the Insured has received benefits under this Policy for a prior Disability will be considered a continuation of the prior Disability unless:

1. the periods of Disability are separated by at least six consecutive months for which the Insured returned to Active Employment; or
2. the periods of Disability are due to unrelated causes.

The new Period of Disability is subject to a new Elimination Period and a new Maximum Benefit Period.

## REDUCTIONS

### **Benefit Reduction for Insureds Age 65 and Older**

The Maximum Benefit Periods shown in the Schedule of Benefits will be reduced by 50% for a period of Disability which begins after the Insured attains Age 65.

### **Benefit Reduction for Benefits Payable Under Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or Similar Legislation**

If the Insured receives or is eligible to receive loss of time benefits under any Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislation for a Disability covered under this Policy, the benefit provided by this Policy will be reduced by 100% of the loss of time benefit amount the Insured receives or is eligible to receive under such legislation on the date benefits become payable under this Policy. If the Insured receives a lump sum payment for loss of time under any Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislation for a Disability covered under this Policy, the amount of the lump sum applicable to the time period for which benefits are payable under this Policy will be prorated on a monthly basis to determine the amount of reduction that will be applied to the period of time for which both benefits are payable. If no time period is stated, the applicable amount of the lump sum will be prorated on a monthly basis to the end of the Maximum Benefit Period for which the Insured is eligible to receive benefits under this Policy for such Disability. However, in no event will this Policy's Monthly Benefit Amount ever reduce below the greater of:

1. 15% of the Monthly Benefit Amount shown in the Schedule of Benefits; or
2. \$50.00.

Benefits will not be reduced when any Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislation benefit has a general level increase in its benefits.

### **Benefit Reduction for Other Coverage with Other Insurers**

If the Insured has any Other Disability Income Coverage in effect at the time Disability begins, the benefit provided by this Policy will be reduced to the extent this coverage, plus all other coverages, together exceed 100% of the Insured's Monthly Earned Income. However, in no event will this Policy's Monthly Benefit Amount ever reduce below the greater of:

1. 15% of the Monthly Benefit Amount shown in the Schedule of Benefits; or
2. \$50.00.

*Other Disability Income Coverage* means benefits similar to this Policy, provided by individual, group or blanket-type insurance, labor-management trustee plans, union welfare plans, employer or employee benefit organization plans, government agencies or organizations, salary continuance or pension programs, and any other arrangement of benefits for individuals, including benefits under any state law or federal Social Security.

Benefits will not be reduced when Social Security has a general level increase in its benefits. Social Security benefits payable to or on behalf of the Insured's dependents are not included in this reduction.

## EXCLUSIONS AND LIMITATIONS

### Exclusions

Benefits will not be paid under this Policy and attached Riders, if any, for any Injury, Sickness, or Nervous or Mental Disorder:

1. caused by riot, insurrection, war, declared or undeclared, or acts of war;
2. while the Insured is in the military, naval or air force of any country or international organization. Any unearned premium paid by the Insured for a period not covered because of this exclusion will be returned on a pro rata basis if he or she notifies the Company.

If the Insured is released from active duty within five years from the date he or she entered active military service, he or she may restore this Policy by making written application and paying the required premium within 90 days of his or her release from active duty. No proof of insurability is needed. Premiums will be based on the Insured's attained Age as of the date of the new application. The restored Policy will cover only Injuries that occur after the restoration date and Sickness which makes itself known more than 10 days after the restoration date;

3. caused by normal pregnancy, including childbirth or elective abortion, except when loss results from Complications Of Pregnancy, as defined in this Policy;
4. the Insured intentionally inflicts on himself or herself while sane or insane (in Colorado or Missouri, while sane);
5. caused by the Insured engaging in any act or occupation which is a violation of the law of the jurisdiction where the loss or cause of loss occurred. A violation of law means a felony violation;
6. caused by poison, gas or fumes voluntarily taken, absorbed or inhaled, except for the involuntary or unintentional ingestion of poison or inhalation of poisonous gases or fumes; or
7. caused by an accident that occurs while the Insured has been determined to be intoxicated:
  - a. by judicial or administrative judgment or order;
  - b. by evidence of an alcohol concentration in the Insured's blood, breath or urine which equals or exceeds the limits set by applicable motor vehicle laws; or
  - c. by other evidence demonstrating the Insured was under the influence of any alcohol, narcotic, barbiturate or hallucinatory drug, unless the same was administered on the advice of a Physician and was taken according to the prescribed dosage;and the use of such substance was a proximate cause of the accidental bodily Injury.

In addition to the above, benefits will not be payable under this Policy for any Partial Disability caused by a Nervous or Mental Disorder.

### Limitations

**Pre-Existing Condition** means a Sickness, Injury, Nervous or Mental Disorder or physical condition for which the Insured has consulted a Physician or received any medical advice or Treatment within the {6} {12} {24} months immediately before the effective date of insurance, or for which symptoms of a condition have occurred that would have led a prudent person to seek diagnosis, care or treatment during the {6} {12} {24} months immediately before the effective date of insurance.

The Company will not pay for a Disability caused by or due to a Pre-existing Condition until after the Insured has been covered under this Policy for {6} {12} {24} months.

For the Pre-Existing Condition Limitation, "Treatment" includes, but is not limited to, medical care received from a Physician, medical supplies, prescription medication or other medical services.

If a condition is listed on the application and is accepted by the Company without an exclusion rider, then this condition will be covered and is not subject to the Pre-Existing Condition Limitation.

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

If the Insured, due to a covered Injury, sustains, directly and independently of all other causes within {90 – 365} days from the accident date, any loss described below, the Company will pay:

For Loss Of:	Benefit Payable
Life.....	Principal Sum
Both hands or both feet or sight of both eyes .....	Principal Sum
One hand and one foot.....	Principal Sum
One hand or one foot and sight of one eye.....	Principal Sum
One hand or one foot or sight of one eye.....	One-Half Principal Sum
Speech and hearing .....	Principal Sum
Speech or hearing.....	One-Half Principal Sum
Thumb and index finger of same hand.....	One-Quarter Principal Sum

Benefits will be payable to the named Beneficiary for Loss of life. Benefits for any other covered Loss will be payable to the Insured.

With respect to hands and feet, “Loss” means actual severance at or above the wrist or ankle joints; with respect to sight, entire and irrecoverable Loss; with respect to thumb and index finger, actual severance through or above metacarpophalangeal joints; and with respect to speech or hearing, entire and irrecoverable Loss.

If the Insured sustains more than one of the above Losses due to the same accident, the total amount payable on account of such Losses shall be limited to the amount of the Principal Sum. The Principal Sum is shown in the Schedule of Benefits.

### **Exclusions**

In addition to the Limitations and Exclusions listed in this Policy, the Accidental Death and Dismemberment Benefit will not be paid for Loss directly or indirectly caused by one or more of the following:

1. suicide, or any attempt thereat, while sane or insane (in Colorado and Missouri, while sane);
2. bodily infirmity or disease in any form, or medical or surgical treatment therefore;
3. bacterial infection, except infections which result from an accidental Injury or bacterial infection which results from an accidental, involuntary or unintentional ingestion of an infectious organism; and
4. travel or flight in any kind of aircraft, except on a regularly scheduled commercial flight as a fare-paying passenger, including falling or otherwise descending from or with such aircraft in flight; or while the Insured is participating in aviation training in any kind of aircraft, or is a pilot, officer or other member of the crew of such aircraft.

## **TOTAL DISABILITY HOSPITAL INDEMNITY BENEFIT**

If, as a result of a covered Injury, Sickness, or Nervous or Mental Disorder, the Insured is Totally Disabled and Hospital confined for the Hospital Indemnity Benefit Waiting Period as shown in the Schedule of Benefits, the Company agrees to pay the Daily Benefit Amount shown in the Schedule of Benefits for the Maximum Benefit Period shown in the Schedule of Benefits for one continuous Hospital confinement. Benefits will be payable after the Hospital Indemnity Benefit Waiting Period stated in the Schedule of Benefits has been met.

**Recurrent Confinements**

Successive periods of Hospital confinement, due to the same or related causes will be considered one Injury, Sickness, or Nervous or Mental Disorder unless separated by at least six consecutive months of no Hospital confinement as the result of such Injury, Sickness, or Nervous or Mental Disorder.

**Exclusions**

In addition to the Limitations and Exclusions listed in this Policy, the Hospital Indemnity Benefit will not be paid for:

1. confinement, treatment or care performed outside of the United States;
2. confinement, treatment or care not recommended or prescribed by a Physician; or
3. any treatment, confinement or days of confinement which are not Medically Necessary.

**SURVIVING SPOUSE BENEFIT**

If the Insured dies as a result of a covered Injury, Sickness, or Nervous or Mental Disorder, for which the Insured had been receiving Disability benefits under the terms and conditions of this Policy, the Company agrees to pay to the surviving spouse of the Insured a one-time benefit amount equal to two times the last Monthly Benefit Amount paid to the Insured if:

1. the Insured had been Totally Disabled for at least 180 days on the date that death occurred; and
2. the Insured was receiving benefits under the terms and conditions of this Policy on the date death occurred.

**GUARANTEED RENEWABLE TO AGE 65**

The Insured's insurance under this Policy is guaranteed renewable to Age 65, as long as the Insured pays the required premiums, subject to the grace period. The Company reserves the right to change premiums for a class as allowed in the Premiums section. The Insured may request cancellation of this Policy. This request must be made to the Company in writing by the Insured. The effective date of the cancellation will be the next premium due date following the date the Insured requests cancellation of this Policy. No portion of modal premiums already paid for premiums which were due prior to the request for cancellation will be refunded.

**CONDITIONALLY RENEWABLE TO AGE 70**

The Insured's insurance under this Policy is conditionally renewable beginning with the anniversary date following the Insured's attainment of Age 65 to the first of the month following the Insured's 70<sup>th</sup> birthday. This means that the Insured may renew his or her coverage under this Policy each year to Age 70, provided that:

1. the Insured pays the required premiums, subject to the grace period; and
2. the Insured continues to be Actively at Work.

Premiums will increase each year on the anniversary date of the Insured's coverage under this Policy beginning with the anniversary date following the Insured's attainment of Age 65.

The Insured may request cancellation of coverage. This request must be made to the Company in writing by the Insured. The effective date of the cancellation will be the next premium due date following the date the Insured requests cancellation of coverage. No portion of modal premiums already paid for premiums which were due prior to the request for cancellation will be refunded.

Coverage will terminate the first of the month following the Insured's 70<sup>th</sup> birthday.

## PREMIUMS

The Company provides insurance coverage in return for premium payment. The Insured's first premium is due on his or her effective date. Premiums must be paid to and received by the Company on or before the due date.

**Premium Changes:** The Company has the right to change the table of premium rates for all members of the Insured's class on any premium due date {on or after the First Policy Anniversary Date}, but not more than once in any 12-month period. The Company will provide written notice at least {31 - 60 days} before the date of change to the Insured's last known address. The premium rates also may be changed at any time the terms of this Policy are changed, such as Maximum Monthly Benefit Amounts, Elimination Period or Benefit Period.

Premiums may be paid monthly, quarterly, semi-annually or annually. The premium mode may be changed by sending the Company a written request. Upon the Company's approval, the change will be made.

**Grace Period:** This Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. It will terminate at the end of the grace period if all premiums that are due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period.

**Unpaid Premium:** When a claim is paid during the grace period, any premium due and unpaid will be deducted from the claim payment.

**Reinstatement:** If the Insured does not pay a premium due by the end of the grace period, this Policy is terminated. However, reinstatement may be allowed if the Insured completes the application for reinstatement provided to him or her, pays the required premium, and meets the underwriting requirements of this Policy. This Policy will be reinstated upon the date of the Company's approval or on the 45<sup>th</sup> day after the date of the Company's receipt of the application and required premium if the Company does not mail to the Insured at the address in the Company's files a disapproval of the application. If the Company or one of the Company's agents authorized to receive premiums accepts the premium without requiring an application, this Policy is reinstated.

This reinstated Policy will only cover:

1. for an Injury, one which occurs after the reinstatement date; or
2. for a Sickness or Mental or Nervous Disorder, one which begins more than 10 days after the reinstatement date.

In all other respects, the Insured will have the same rights as the Insured had under this Policy immediately before the date of the defaulted premium, subject to any Riders added to this Policy at the time of reinstatement.

Any premium accepted in connection with this reinstatement will be applied to a period for which premiums have not been paid, but not to any period more than 60 days prior to the date of reinstatement.

**Waiver of Premium:** After the Insured has been Totally Disabled for the greater of:

1. the Elimination Period, as shown in the Schedule of Benefits; or
2. 90 days,

premiums will be waived while the Insured remains Totally Disabled, not to exceed the Maximum Benefit Period. The Insured is responsible for the payment of all premiums due up to the date the Insured is notified by the Company, in writing, of the date the waiver has gone into effect. This Policy will stay in force, without payment of premium, as long as the Insured is Totally Disabled; however, when the Maximum Benefit Period ends, the waiver of premium ends. The Insured's premium payments must resume at the next premium due date to continue coverage under this Policy. The Company will not waive premiums on a Total Disability that began after the Insured's 65th birthday.

After a period during which the Company has waived premium payments, the Insured has the right to resume premium payments as they become due. The Insured's coverage will be subject to all the provisions and conditions of this Policy.

## CLAIM PROVISIONS

**Notice of Claim:** Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of any loss covered by this Policy, or as soon after that as is reasonably possible. Notice given by or for the Insured to the Company at the Company's Home Office or to any of the Company's authorized agents with sufficient information to identify the Insured, will be deemed as notice to the Company.

**Claim Forms:** The Company will furnish claim forms to the Insured within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time fixed in this Policy for filing proof of loss.

**Proof of Loss:** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims:** Any benefit payable under this Policy, other than benefits which provide a periodic payment, will be paid immediately upon receipt of due written proof of loss. Any benefit which provides a periodic payment will be paid not less frequently than monthly, and any balance remaining unpaid upon the termination of coverage will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims:** All benefits will be payable to the Insured, unless the Company receives a written assignment of benefits. Any benefits payable on or after the Insured's death will be paid as noted in the Beneficiary provision. If any benefits are payable to the Insured's estate, the Company may pay up to \$1,000 to any of the Insured's relatives by blood or marriage whom the Company deems is entitled to the benefits. Any payment the Company makes in good faith under this provision fully discharges the Company to the extent of that payment. The Company will refund any premiums paid for any period beyond the end of the month in which the death occurred.

**Right to Recovery:** If payments for claims exceed the benefit amount payable under any benefit provisions or Riders of this Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy:** At the Company's expense, the Company has the right to have the Insured examined as often as necessary while a claim is pending. At the Company's expense, the Company may require an autopsy, unless the law forbids it.

**Legal Actions:** No Insured can bring an action at law or in equity to recover on this Policy until more than 60 days after the date written proof of loss has been furnished according to this Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished. If the time limit of this Policy is less than allowed by the laws of the state where the Insured lives, the limit is extended to meet the minimum time allowed by such law.

**Beneficiary:** The Beneficiary is the person or entity named on the Company's records to receive the benefit after the Insured dies. The Insured may name any person as Beneficiary. If two or more Beneficiaries are named, each will receive an equal portion of the benefit, unless the Insured designates otherwise.

The Insured may change the Beneficiary at any time, unless an irrevocable Beneficiary is named. The change date is the date the written request is signed by the Insured. If the Company pays the benefit before the Company receives a change request, the Company is released from further liability under this Policy to the extent of the Company's payment. If the Beneficiary dies at the same time as the Insured, or within 15 days after the Insured dies, the Company will pay the benefits as if the Insured survived the Beneficiary.

If there is no designated Beneficiary when the Insured dies, the Company will pay the benefits to the first of the following living persons:

1. the Insured's spouse;
2. the Insured's children, equally;
3. the Insured's parents, equally; or
4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, then the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to an amount not exceeding \$1,000, to any relative by blood or marriage, who is deemed by the Company to be equitably entitled to the benefit. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

## **GENERAL PROVISIONS**

***Clerical Error:*** Clerical errors or delays in keeping records for this Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased, and call for a fair adjustment of premium and benefits to correct the error.

***Conformity to Law:*** Any provision of this Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

***Entire Contract:*** This Policy, including any endorsements and Riders, and the Insured's individual application, a copy of which is attached to this Policy when issued, are the entire contract between the parties. All statements made by the Insured will, in the absence of fraud, be deemed representations and not warranties and no such statement shall be used in defense to a claim hereunder unless it is contained in a written instrument signed by the Insured, a copy of which has been furnished to the Insured.

***Amendment and Changes:*** No agent is authorized to alter or amend this Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. This Policy may be amended at any time by mutual agreement between the Insured and the Company, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an officer of the Company has authority on behalf of the Company to modify this Policy or to waive or lapse any of the Company's rights or requirements.

***Incontestability:*** After this Policy has been in force or reinstated for two years during the Insured's lifetime, no statement made by the Insured can be used in a contest; it can only be contested for non-payment of premiums. No statement the Insured makes can be used in a contest unless it is in writing and signed by the Insured.

***Misstatement of Age, Sex or Tobacco Use:*** If the Age, sex or tobacco use of the Insured has been misstated, the Company will make an equitable adjustment of premiums or benefits or both. The Company will change the benefit to the applicable amount available for the correct Age, sex or tobacco use. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If the Insured is not eligible for coverage because of Age, sex or tobacco use, the Company will refund all premiums paid on and after the date the Insured was no longer eligible.

***Workers' Compensation:*** This Policy is not a Workers' Compensation Policy. It does not satisfy any requirement for coverage by Workers' Compensation Insurance.

**SCHEDULE OF BENEFITS**

{Plan Name}

**INSURED:**

FULL NAME  
STREET ADDRESS  
CITY STATE ZIP

POLICY NUMBER: {SD-### }  
I.D. NUMBER: { }  
EFFECTIVE DATE: { }

MAXIMUM MONTHLY BENEFIT AMOUNT FOR TOTAL DISABILITY .....{\$500 - \$20,000}\*  
Monthly Benefit Amount for Total Disability due to Sickness  
Commencing During the First Year of Coverage ..... 40% of the Maximum Monthly Benefit Amount  
Commencing During the Second Year of Coverage..... 75% of the Maximum Monthly Benefit Amount  
Commencing During All Other Years of Coverage..... 100% of the Maximum Monthly Benefit Amount

Monthly Benefit Amount for Total Disability due to Injury  
Commencing During All Years of Coverage ..... 100% of the Maximum Monthly Benefit Amount

Monthly Benefit Amount for Nervous or Mental Disorders ..... 50% of the Monthly Benefit Amount for Total Disability due to Sickness

Monthly Benefit Amount for Partial Disability .....50% of the Monthly Benefit Amount for Total Disability

**ELIMINATION PERIOD**

For Injury, Sickness, or Nervous or Mental Disorders ..... {30} {60} {90} {120} {180} {365} {730} Days

**MAXIMUM BENEFIT PERIODS**

All Maximum Benefit Periods are reduced by 50% for periods of Disability that begin after age 65

For Total Disabilities due to Injury or Sickness..... {12} {24} {36} {60} Months

For Total Disabilities due to Nervous or Mental Disorders..... 6 Months

For Partial Disabilities due to Injury or Sickness..... 6 Months

SURVIVING SPOUSE BENEFIT..... 2 Times the Monthly Benefit Amount

ACCIDENTAL DEATH AND DISMEMBERMENT PRINCIPAL SUM..... \$5,000

**TOTAL DISABILITY HOSPITAL INDEMNITY BENEFIT**

Hospital Indemnity Benefit Waiting Period ..... 30 Days Continuous Hospital Confinement  
Daily Benefit Amount..... \$30  
Maximum Benefit Period ..... 90 Days

\*The Maximum Monthly Benefit Amount cannot exceed 60% of the Insured's Monthly Earned Income.

**{SEE ATTACHED WAIVER FORM}**

THIS POLICY SCHEDULE OF BENEFITS PAGE IS ATTACHED TO AND MADE A PART OF YOUR POLICY. THIS POLICY SCHEDULE OF BENEFITS PAGE REPLACES AND CANCELS ALL OTHER POLICY SCHEDULE OF BENEFIT PAGES ISSUED PRIOR TO THE DATE SHOWN BELOW FOR THE PERSON NAMED UNDER THIS POLICY NUMBER. }



## FIDELITY SECURITY LIFE INSURANCE COMPANY

3130 Broadway • Kansas City, Missouri 64111-2406

Phone: (800) 648-8624

A STOCK COMPANY (herein Called “the Company”)

### OUTLINE OF COVERAGE INDIVIDUAL DISABILITY INCOME INSURANCE Policy Form M-4025AR

**READ YOUR POLICY CAREFULLY.** This Outline of Coverage provides a very brief description of the important features of your Policy. This is not the insurance contract and only the actual Policy provisions will control. The Policy itself sets forth, in detail, the rights and obligations of both you and the Company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

**DISABILITY INCOME PROTECTION COVERAGE.** Policies of this category are designed to provide, to persons insured, coverage for disabilities resulting from a covered accident or sickness, subject to any limitations set forth in the Policy. Coverage is not provided for basic hospital, basic medical surgical, or major medical expenses.

### BENEFIT PROVISIONS

**Payment Of Benefits.** Payment of benefits under this Policy is subject to the following:

1. the Insured’s coverage must be in force under this Policy on the date Disability began;
2. Disability must have begun while the Insured meets the definition of Actively at Work;
3. the Insured must provide the Company with proof of Disability as often as the Company requires it;
4. benefits will be paid only up to the Maximum Benefit Period for each period of Disability;
5. the Insured must be under the care of a Physician, unless the Physician certifies that the Insured does not need the regular care of a Physician for such disabling condition; and
6. for work-related Injury or Sickness, the Insured must provide proof that the Insured has applied for benefits under any applicable Workers’ Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislature.

The Company will pay only one Disability benefit for Concurrent Disabilities due to Injury, Sickness, and/or Nervous or Mental Disorder.

“Concurrent Disabilities” means Disabilities that result from more than one cause at the same time.

**Total Disability Benefit for Injury or Sickness.** If Total Disability due to Injury or Sickness begins before the Insured reaches Age 70, the Company agrees to pay the Monthly Benefit Amount up to the Maximum Benefit Period as shown in the Schedule of Benefits. Benefits will begin after satisfaction of the Elimination Period.

The Company will pay the Monthly Benefit Amount for each full month the Insured remains Totally Disabled due to Injury or Sickness after the Elimination Period, until the Maximum Benefit Period ends. If the Insured recovers after part of a month, the Company will pay for the part of the month at a daily rate equal to 1/30 of the Monthly Benefit Amount.

The amount of benefit payable by this Policy will be to a maximum of 60% of the Insured's Monthly Earned Income on the date the Insured becomes Totally Disabled due to Injury or Sickness, not to exceed the Maximum Monthly Benefit Amount shown in the Schedule of Benefits.

If the Maximum Monthly Benefit Amount exceeds the underwriting requirements for the amount of the Insured's Monthly Earned Income, as shown in the Schedule of Benefits, at the time Total Disability commences or the average of the Insured's Monthly Earned Income for the period of two years immediately preceding the Total Disability, whichever is greater, the Insured's Maximum Monthly Benefit Amount will be adjusted to a new amount which does not exceed 60% of the Insured's new Monthly Earned Income, or the two-year average of the Insured's Monthly Earned Income, whichever is greater. The premiums will be adjusted to reflect the new Maximum Monthly Benefit Amount. If the adjustment results in a lower premium, all excess premiums will be returned to the Insured on a pro rata basis for a period of two years prior to the recalculation. However, the Maximum Monthly Benefit Amount will not be reduced below \$200.00.

It is the Insured's responsibility to notify the Company in writing upon a change in the Insured's employment or Monthly Earned Income.

**Presumptive Disability.** If the Insured suffers total and irreversible loss of speech and hearing, sight in both eyes, both feet (actual severance at or above the ankle joints), both hands (actual severance at or above the wrist joints) or one hand and one foot (actual severance at or above the wrist or ankle joints) before the Insured reaches Age 70, the Company agrees to pay the Monthly Benefit Amount for Total Disability due to Sickness or Total Disability due to Injury up to the Maximum Benefit Period as shown in the Schedule of Benefits whether or not the Insured is able to perform the material and substantial duties of the Insured's own occupation. The Elimination Period does not apply to a Presumptive Disability.

**Total Disability Benefit for Nervous or Mental Disorders.** The Company agrees to pay the Insured 50% of the Monthly Benefit Amount to a Maximum Benefit Period of six months for a Total Disability due to Nervous or Mental Disorders. Benefits will begin after satisfaction of the Elimination Period as shown in the Schedule of Benefits. Payments will not be made at the same time for both Total Disability due to Injury or Sickness and Nervous or Mental Disorders.

**Partial Disability Benefit for Injury or Sickness.** If Partial Disability due to Injury or Sickness begins before the Insured reaches Age 70, the Company agrees to pay the Monthly Benefit Amount for Partial Disability up to the Maximum Benefit Period for Partial Disability as shown in the Schedule of Benefits. The Partial Disability Monthly Benefit Amount is equal to 50% of the Total Disability Monthly Benefit Amount stated in the Schedule of Benefits. Benefits will begin after satisfaction of the Elimination Period, or immediately following a period of Total Disability for which benefits have been paid.

The Partial Disability benefit will not be payable for any period for which any Total Disability benefits are payable.

**Accidental Death and Dismemberment Benefit.** If the Insured, due to a covered Injury, sustains, directly and independently of all other causes within {90 – 365} days from the accident date, any loss described below, the Company will pay:

For Loss Of:	Benefit Payable
Life.....	Principal Sum
Both hands or both feet or sight of both eyes .....	Principal Sum
One hand and one foot .....	Principal Sum
One hand or one foot and sight of one eye.....	Principal Sum
One hand or one foot or sight of one eye .....	One-Half Principal Sum
Speech and hearing .....	Principal Sum
Speech or hearing.....	One-Half Principal Sum
Thumb and index finger of same hand.....	One-Quarter Principal Sum

Benefits will be payable to the named Beneficiary for Loss of life. Benefits for any other covered Loss will be payable to the Insured.

With respect to hands and feet, "Loss" means actual severance at or above the wrist or ankle joints; with respect to sight, entire and irrecoverable Loss; with respect to thumb and index finger, actual severance through or above metacarpophalangeal joints; and with respect to speech or hearing, entire and irrecoverable Loss.

If the Insured sustains more than one of the above Losses due to the same accident, the total amount payable on account of such Losses shall be limited to the amount of the Principal Sum. The Principal Sum is shown in the Schedule of Benefits.

**Total Disability Hospital Indemnity Benefit.** If, as a result of a covered Injury, Sickness, or Nervous or Mental Disorder, the Insured is Totally Disabled and Hospital confined for the Hospital Indemnity Benefit Waiting Period as shown in the Schedule of Benefits, the Company agrees to pay the Daily Benefit Amount shown in the Schedule of Benefits for the Maximum Benefit Period shown in the Schedule of Benefits for one continuous Hospital confinement. Benefits will be payable after the Hospital Indemnity Benefit Waiting Period stated in the Schedule of Benefits has been met.

**Recurrent Confinements for Total Disability Hospital Indemnity Benefit.** Successive periods of Hospital confinement, due to the same or related causes will be considered one Injury, Sickness, or Nervous or Mental Disorder unless separated by at least six consecutive months of no Hospital confinement as the result of such Injury, Sickness, or Nervous or Mental Disorder.

**Surviving Spouse Benefit.** If the Insured dies as a result of a covered Injury, Sickness, or Nervous or Mental Disorder, for which the Insured had been receiving Disability benefits under the terms and conditions of this Policy, the Company agrees to pay to the surviving spouse of the Insured a one-time benefit amount equal to two times the last Monthly Benefit Amount paid to the Insured if:

1. the Insured had been Totally Disabled for at least 180 days on the date that death occurred; and
2. the Insured was receiving benefits under the terms and conditions of this Policy on the date death occurred.

## **EXCLUSIONS, LIMITATIONS, AND REDUCTIONS**

### **Exclusions for Disability Benefits:**

Benefits will not be paid under this Policy and attached Riders, if any, for any Injury, Sickness, or Nervous or Mental Disorder:

1. caused by riot, insurrection, war, declared or undeclared, or acts of war;
2. while the Insured is in the military, naval or air force of any country or international organization. Any unearned premium paid by the Insured for a period not covered because of this exclusion will be returned on a pro rata basis if he or she notifies the Company.

If the Insured is released from active duty within five years from the date he or she entered active military service, he or she may restore this Policy by making written application and paying the required premium within 90 days of his or her release from active duty. No proof of insurability is needed. Premiums will be based on the Insured's attained Age as of the date of the new application. The restored Policy will cover only Injuries that occur after the restoration date and Sickness which makes itself known more than 10 days after the restoration date;

3. caused by normal pregnancy, including childbirth or elective abortion, except when loss results from Complications Of Pregnancy, as defined in this Policy;
4. the Insured intentionally inflicts on himself or herself while sane or insane (in Colorado or Missouri, while sane);
5. caused by the Insured engaging in any act or occupation which is a violation of the law of the jurisdiction where the loss or cause of loss occurred. A violation of law means a felony violation;
6. caused by poison, gas or fumes voluntarily taken, absorbed or inhaled, except for the involuntary or unintentional ingestion of poison or inhalation of poisonous gases or fumes; or

7. caused by an accident that occurs while the Insured has been determined to be intoxicated:
  - (a) by judicial or administrative judgment or order;
  - (b) by evidence of an alcohol concentration in the Insured's blood, breath or urine which equals or exceeds the limits set by applicable motor vehicle laws; or
  - (c) by other evidence demonstrating the Insured was under the influence of any alcohol, narcotic, barbiturate or hallucinatory drug, unless the same was administered on the advice of a Physician and was taken according to the prescribed dosage;and the use of such substance was a proximate cause of the accidental bodily Injury.

In addition to the above, benefits will not be payable under this Policy for any Partial Disability caused by a Nervous or Mental Disorder.

**Exclusions for Accidental Death and Dismemberment Benefits:**

In addition to the Limitations and Exclusions listed in this Policy, the Accidental Death and Dismemberment Benefit will not be paid for Loss directly or indirectly caused by one or more of the following:

1. suicide, or any attempt thereat, while sane or insane (in Colorado and Missouri, while sane);
2. bodily infirmity or disease in any form, or medical or surgical treatment therefore;
3. bacterial infection, except infections which result from an accidental Injury or bacterial infection which results from an accidental, involuntary or unintentional ingestion of an infectious organism; and
4. travel or flight in any kind of aircraft, except on a regularly scheduled commercial flight as a fare-paying passenger, including falling or otherwise descending from or with such aircraft in flight; or while the Insured is participating in aviation training in any kind of aircraft, or is a pilot, officer or other member of the crew of such aircraft.

**Exclusions for Total Disability Hospital Indemnity Benefits:**

In addition to the Limitations and Exclusions listed in this Policy, the Hospital Indemnity Benefit will not be paid for:

1. confinement, treatment or care performed outside of the United States;
2. confinement, treatment or care not recommended or prescribed by a Physician; or
3. any treatment, confinement or days of confinement which are not Medically Necessary.

**Limitations for Disability Benefits:**

*Pre-Existing Condition* means a Sickness, Injury, Nervous or Mental Disorder or physical condition for which the Insured has consulted a Physician or received any medical advice or Treatment within the {6} {12} {24} months immediately before the effective date of insurance, or for which symptoms of a condition have occurred that would have led a prudent person to seek diagnosis, care or treatment during the {6} {12} {24} months immediately before the effective date of insurance.

The Company will not pay for a Disability caused by or due to a Pre-existing Condition until after the Insured has been covered under this Policy for {6} {12} {24} months.

For the Pre-Existing Condition Limitation, "Treatment" includes, but is not limited to, medical care received from a Physician, medical supplies, prescription medication or other medical services.

If a condition is listed on the application and is accepted by the Company without an exclusion rider, then this condition will be covered and is not subject to the Pre-Existing Condition Limitation.

**Benefit Reductions for Disability Benefits:**

**Benefit Reduction for Insureds Age 65 and Older.** The Maximum Benefit Periods shown in the Schedule of Benefits will be reduced by 50% for a period of Disability which begins after the Insured attains Age 65.

**Benefit Reduction for Benefits Payable Under Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or Similar Legislation.** If the Insured receives or is eligible to receive loss of time benefits under any Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislation for a Disability covered under this Policy, the benefit provided by this Policy will be reduced by 100% of the loss of time benefit amount the Insured receives or is eligible to receive under such legislation on the date benefits become payable under this Policy. If the Insured receives a lump sum payment for loss of time under any Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislation for a Disability covered under this Policy, the amount of the lump sum applicable to the time period for which benefits are payable under this Policy will be prorated on a monthly basis to determine the amount of reduction that will be applied to the period of time for which both benefits are payable. If no time period is stated, the applicable amount of the lump sum will be prorated on a monthly basis to the end of the Maximum Benefit Period for which the Insured is eligible to receive benefits under this Policy for such Disability. However, in no event will this Policy's Monthly Benefit Amount ever reduce below the greater of:

- a. 15% of the Monthly Benefit Amount shown in the Schedule of Benefits; or
- b. \$50.00.

Benefits will not be reduced when any Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislation benefit has a general level increase in its benefits.

**Benefit Reduction for Other Coverage with Other Insurers.** If the Insured has any Other Disability Income Coverage in effect at the time Disability begins, the benefit provided by this Policy will be reduced to the extent this coverage, plus all other coverages, together exceed 100% of the Insured's Monthly Earned Income. However, in no event will this Policy's Monthly Benefit Amount ever reduce below the greater of:

- 1. 15% of the Monthly Benefit Amount shown in the Schedule of Benefits; or
- 2. \$50.00.

*"Other Disability Income Coverage"* means benefits similar to this Policy, provided by individual, group or blanket-type insurance, labor-management trustee plans, union welfare plans, employer or employee benefit organization plans, government agencies or organizations, salary continuance or pension programs, and any other arrangement of benefits for individuals, including benefits under any state law or federal Social Security.

Benefits will not be reduced when Social Security has a general level increase in its benefits. Social Security benefits payable to or on behalf of the Insured's dependents are not included in this reduction.

**RENEWABILITY**

**Guaranteed Renewable To Age 65.** The Insured's insurance under this Policy is guaranteed renewable to Age 65, as long as the Insured pays the required premiums, subject to the grace period. The Company reserves the right to change premiums for a class as allowed in the Premiums section. The Insured may request cancellation of this Policy. This request must be made to the Company in writing by the Insured. The effective date of the cancellation will be the next premium due date following the date the Insured requests cancellation of this Policy. No portion of modal premiums already paid for premiums which were due prior to the request for cancellation will be refunded.

**Conditionally Renewable To Age 70.** The Insured's insurance under this Policy is conditionally renewable beginning with the anniversary date following the Insured's attainment of Age 65 to the first of the month following the Insured's 70<sup>th</sup> birthday. This means that the Insured may renew his or her coverage under this Policy each year to Age 70, provided that:

1. the Insured pays the required premiums, subject to the grace period; and
2. the Insured continues to be Actively at Work.

Premiums will increase each year on the anniversary date of the Insured's coverage under this Policy beginning with the anniversary date following the Insured's attainment of Age 65.

The Insured may request cancellation of coverage. This request must be made to the Company in writing by the Insured. The effective date of the cancellation will be the next premium due date following the date the Insured requests cancellation of coverage. No portion of modal premiums already paid for premiums which were due prior to the request for cancellation will be refunded.

Coverage will terminate the first of the month following the Insured's 70<sup>th</sup> birthday.

## **PREMIUMS**

The Company provides insurance coverage in return for premium payment. The Insured's first premium is due on his or her effective date. Premiums must be paid to and received by the Company on or before the due date.

***Premium Changes:*** The Company has the right to change the table of premium rates for all members of the Insured's class on any premium due date {on or after the First Policy Anniversary Date}, but not more than once in any 12-month period. The Company will provide written notice at least {31 - 60 days} before the date of change to the Insured's last known address. The premium rates also may be changed at any time the terms of this Policy are changed, such as Maximum Monthly Benefit Amounts, Elimination Period or Benefit Period.

Premiums may be paid monthly, quarterly, semi-annually or annually. The premium mode may be changed by sending the Company a written request. Upon the Company's approval, the change will be made.

# FIDELITY SECURITY LIFE INSURANCE COMPANY

## APPLICATION FOR INDIVIDUAL DISABILITY INSURANCE

### GENERAL INFORMATION

1. Full Name of Proposed Insured					
2. Sex <input type="checkbox"/> Male <input type="checkbox"/> Female		3. Marital Status		4. Height _____ ft. _____ in.	
5. Weight _____ lbs.		6. Date of Birth		7. Birthplace	
8. Age		9. Social Security No. \ \			
10. E-Mail Address			11. Send Notice to: <input type="checkbox"/> Residence <input type="checkbox"/> Business		
12. Residence Address					
City/State/Zip				Phone No. ( )	
13. Business Address					
City/State/Zip				Phone No. ( )	
14. Name of Employer				15. Occupation (Job Title)	
16. Duties				17. Earned Annual Income	
18. What % of your duties include physical activity, such as climbing, crouching, lifting, etc.? _____ %			19. List duties requiring physical activities identified in question 18.		
20. Beneficiary Name			Relationship to Insured		

### SELECT A PLAN

21.  {Product Name}

Guaranteed Renewable to Age 65; Conditionally Renewable to Age 70; Graded Benefit for Sickness

Benefit Period (Select One)	Elimination Period (Select One)					Days
<input type="checkbox"/> 5-Year	<input type="checkbox"/> 90	<input type="checkbox"/> 120	<input type="checkbox"/> 180	<input type="checkbox"/> 365	<input type="checkbox"/> 730	Days
<input type="checkbox"/> 3-Year	<input type="checkbox"/> 60	<input type="checkbox"/> 90	<input type="checkbox"/> 120	<input type="checkbox"/> 180	<input type="checkbox"/> 365	Days
<input type="checkbox"/> 2-Year	<input type="checkbox"/> 30	<input type="checkbox"/> 60	<input type="checkbox"/> 90	<input type="checkbox"/> 120	<input type="checkbox"/> 180	Days
<input type="checkbox"/> 1-Year	<input type="checkbox"/> 30	<input type="checkbox"/> 60	<input type="checkbox"/> 90			Days

### BENEFIT AMOUNT AND PREMIUM

22. Disability Income: Monthly Benefit \$ \_\_\_\_\_ Annual Premium \$ \_\_\_\_\_  
 Total Mode Premium: \$ \_\_\_\_\_ Amount Paid with Application: \$ \_\_\_\_\_  
 Mode:  Annual (1.00)  Semiannual (.52)  Quarterly (.265)  Monthly (.091)  List Bill

### HEALTH HISTORY

23. Are you gainfully employed outside the home for a minimum of {20-40} hours per week and have been so for the past year? If no, please explain \_\_\_\_\_ ..... Yes  No
24. Have you received medical advice or been confined to a hospital, nursing home or similar establishment or been disabled within the last 12 months? ..... Yes  No
25. Have you ever been treated for or ever had any known indication of high blood pressure, diabetes, cancer, arthritis, asthma, emphysema, or emotional, nervous or mental disorder, disease or disorder of the eyes, ears or speech, disease or disorder of the heart, or stroke? ..... Yes  No
26. Have you ever been diagnosed by, or received treatment from, a licensed physician for Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any other immune disorder? ..... Yes  No
27. Have you ever used barbiturates, narcotics, excitants or hallucinogens, or ever sought help or treatment for their use or alcohol use? ..... Yes  No
28. Other than above, have you, within the past five years, had medical or surgical advice or treatment, had a physical examination, or been under observation for any disease or disorder? ..... Yes  No



**{FRAUD WARNING NOTICE**

<b>{For residents of all states (except the following:)}</b>	{Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.}
<b>{Arkansas}</b>	{Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.}
<b>{Colorado}</b>	{It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.}
<b>{District of Columbia}</b>	{Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the Applicant.}
<b>{Florida}</b>	{Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony in the third degree.}
<b>{Kentucky}</b>	{Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.}
<b>{Louisiana} {West Virginia}</b>	{Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.}
<b>{Maine} {Tennessee} {Washington}</b>	{It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.}
<b>{Maryland}</b>	{Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.}
<b>{Nebraska}</b>	{Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.}
<b>{New Jersey}</b>	{Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.}
<b>{New Mexico}</b>	{Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.}
<b>{Pennsylvania}</b>	{Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.}
<b>{Virginia}</b>	{Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.}

**FIDELITY SECURITY LIFE INSURANCE COMPANY  
INDIVIDUAL HEALTH HISTORY CONTINUATION FORM**

Full Name of Proposed Insured	
Residence Address	
City/State/Zip	Phone No. (      )

Details for {"No"} answer to question {23} {and} {"Yes"} answers to questions {24-33}	
Question No.	Details {(Questions {24-33} include diagnoses, dates, physicians and addresses)}

I understand that this Health History Continuation Form will be made a part of the application for {Disability Insurance}.

I have read the foregoing answers and state that they are full, complete and true as of the date I signed the application and this Health History Continuation Form, and may be relied upon as the basis for any contract, which may be issued on account of this application. These statements are to be considered representations and not warranties. I understand any material misstatements or omissions made by me in this form may be used as a basis for rescinding my coverage. This means all claims will be denied and the Insurance Company's liability will be limited to a full refund of premiums less any claims previously paid.

I have received and read a copy of the Pre-Notice which describes how information is obtained and used by Fidelity Security Life Insurance Company.

I authorize any licensed physician, medical practitioner, hospital, clinic, or other medical or medically- related facility, insurance company, its authorized representatives, Pharmacy Benefit Manager, MIB, Inc., other organization or institution that has any records or knowledge of my {or my dependents} physical or mental health, including significant history, findings, diagnosis and treatment or nonmedical information, such as driving records, any criminal activity or association, hazardous sport or aviation activity, use of alcohol or drugs, and other applications of insurance, to give to Fidelity Security Life Insurance Company, plan administrators, business associates, or its reinsurers, any such information for use to determine eligibility for insurance or benefits under an existing policy. Fidelity Security Life Insurance Company or its authorized representatives may release to the plan administrators, business associates, other insurance companies, MIB, Inc. or others whom I authorize in writing, information covered by this authorization.

A photographic copy of this authorization shall be as valid as the original.

I agree this authorization shall be valid for two years from the date shown below.

{I hereby represent that I have reviewed the fraud warning notice (if applicable) included with the application.} {Place fraud statement here.}

▶
Date:

Signature of Proposed Insured

*SERFF Tracking Number:* FDLT-125719900      *State:* Arkansas  
*Filing Company:* Fidelity Security Life Insurance Company      *State Tracking Number:* 39513  
*Company Tracking Number:* M-4025AR  
*TOI:* H111 Individual Health - Disability Income      *Sub-TOI:* H111.003 Long Term - Unrelated to marketing  
with employer or association groups  
  
*Product Name:* Individual Disability Income Insurance  
*Project Name/Number:* Individual Disability Income Insurance/M-4025AR

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: FDLT-125719900 State: Arkansas  
 Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 39513  
 Company Tracking Number: M-4025AR  
 TOI: H111 Individual Health - Disability Income Sub-TOI: H111.003 Long Term - Unrelated to marketing  
 with employer or association groups  
 Product Name: Individual Disability Income Insurance  
 Project Name/Number: Individual Disability Income Insurance/M-4025AR

## Supporting Document Schedules

**Satisfied -Name:** Certification/Notice **Review Status:** Approved-Closed 07/09/2008  
**Comments:** Attached.  
**Attachment:** M-4025AR Readability Certification.pdf

**Bypassed -Name:** Application **Review Status:** Approved-Closed 07/09/2008  
**Bypass Reason:** Attached to forms schedule.  
**Comments:**

**Bypassed -Name:** Outline of Coverage **Review Status:** Approved-Closed 07/09/2008  
**Bypass Reason:** Attached to forms schedule.  
**Comments:**



SERFF Tracking Number: *FDLT-125719900* State: *Arkansas*  
 Filing Company: *Fidelity Security Life Insurance Company* State Tracking Number: *39513*  
 Company Tracking Number: *M-4025AR*  
 TOI: *H111 Individual Health - Disability Income* Sub-TOI: *H111.003 Long Term - Unrelated to marketing with employer or association groups*  
 Product Name: *Individual Disability Income Insurance*  
 Project Name/Number: *Individual Disability Income Insurance/M-4025AR*

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Policy	07/02/2008	M-4025AR.pdf



# FIDELITY SECURITY LIFE INSURANCE COMPANY

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

Fidelity Security Life Insurance Company agrees to provide the insurance described in this Policy. This Policy is a legal contract between the Insured and the Company.

This Policy is issued in consideration of the application and payment of premiums.

All periods of insurance under this Policy begin and end at 12:01 a.m. Local Time at this Insured's address.

The Insured's insurance under this Policy is guaranteed renewable to Age 65, as long as the Insured pays the required premiums, subject to the grace period. The Company reserves the right to change premiums for a class as allowed in the Premiums section.

Thereafter, this Policy is conditionally renewable beginning with the anniversary date following the Insured's attainment of Age 65 to the Insured's attainment of Age 70. This means that the Insured may renew the Insured's coverage under this Policy each year to Age 70, provided that: 1) the Insured pays the required premiums, subject to the grace period; and 2) the Insured continues to be Actively at Work. Premiums will increase each year on the anniversary date of the Insured's coverage under this Policy beginning with the anniversary date following the Insured's attainment of Age 65.

The Insured may request cancellation of this Policy. This request must be made to the Company in writing by the Insured. The effective date of the cancellation will be the next premium due date following the date the Insured requests cancellation of this Policy. No portion of modal premiums already paid for premiums which were due prior to the request for cancellation will be refunded.

This Policy is issued by Fidelity Security Life Insurance Company, Kansas City, Missouri, on this Policy's Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

A handwritten signature in cursive script, appearing to read 'Richard C. Jones'.

Richard C. Jones  
President

A handwritten signature in cursive script, appearing to read 'David J. Smith'.

David J. Smith  
Secretary

## **THIRTY-DAY RIGHT TO RETURN POLICY**

If the Insured is not satisfied for any reason, the Insured may return this Policy to the Company or to the Company's authorized representative within 30 days after receipt. Premium will then be refunded. When so returned, this Policy will be void from the beginning.

**INDIVIDUAL DISABILITY INCOME POLICY  
GUARANTEED RENEWABLE TO AGE 65  
THEREAFTER CONDITIONALLY RENEWABLE TO AGE 70  
GRADED BENEFIT FIRST TWO YEARS FOR SICKNESS  
REDUCED BENEFIT AT AGE 65  
REDUCED BENEFIT FOR NERVOUS OR MENTAL DISORDERS  
*Please read this Policy carefully.***

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## DEFINITIONS

When used the following words and phrases have the meaning given. The use of any personal pronoun includes both genders.

**Actively At Work/Active Employment** means the Insured is performing the material and substantial duties of his or her regular occupation for at least {20 - 40 hours} a week at his or her regular place of employment or at any business location to which the Insured is required to travel.

A vacation day, holiday or an authorized leave of absence not due to an Injury, Sickness or Nervous or Mental Disorder, is considered a regular work day for the purposes of this insurance.

**Age** means the Insured's Age on his or her last birthday.

**Company** means Fidelity Security Life Insurance Company, Kansas City, Missouri.

**Complications of Pregnancy** means the following:

1. Hospital Confinement required to treat conditions, such as the following, in a pregnant female: 1) acute nephritis; 2) nephrosis; 3) cardiac decompensation; 4) HELLP syndrome; 5) uterine rupture; 6) amniotic fluid embolism; 7) chorioamnionitis; 8) fatty liver in pregnancy; 9) septic abortion; 10) placenta accreta; 11) gestational hypertension; 12) puerperal sepsis; 13) peripartum cardiomyopathy; 14) cholestasis in pregnancy; 15) thrombocytopenia in pregnancy; 16) placenta previa; 17) placental abruption; 18) acute cholecystitis and pancreatitis in pregnancy; 19) postpartum hemorrhage; 20) septic pelvic thrombophlebitis; 21) retained placenta; 22) venous air embolus associated with pregnancy; 23) miscarriage; or 24) an emergency cesarean section required because of: a) fetal or maternal distress during labor, or b) severe pre-eclampsia, or c) arrest of descent or dilatation; d) obstruction of the birth canal by fibroids or ovarian tumors, or e) necessary because of the sudden onset of a medical condition manifesting itself by acute symptoms of sufficient severity that, in the absence of immediate medical attention, will result in placing the life of the mother or fetus in jeopardy. For purposes of this paragraph, a cesarean section delivery is not considered to be an emergency cesarean section if it is merely for the convenience of the patient and/or doctor or solely due to a previous cesarean section.
2. Treatment, diagnosis or care for conditions, including the following, in a pregnant female when the condition was caused by, necessary because of, or aggravated by the pregnancy: 1) hyperthyroidism; 2) hepatitis B or C; 3) HIV; 4) Human papilloma virus; 5) abnormal PAP; 6) syphilis; 7) chlamydia; 8) herpes; 9) urinary tract infections; 10) thromboembolism; 11) appendicitis; 12) hypothyroidism; 13) pulmonary embolism; 14) sickle-cell disease; 15) tuberculosis; 16) migraine headaches; 17) depression; 18) acute myocarditis; 19) asthma; 20) maternal cytomegalovirus; 21) uterolithiasis; 22) DVT prophylaxis; 23) ovarian dermoid tumors; 24) biliary atresia and/or cirrhosis; 25) first trimester adnexal mass; 26) hydatidiform mole; or 27) ectopic pregnancy.

**Disability/Disabled** means Total Disability/Totally Disabled or Partial Disability/Partially Disabled.

**Elimination Period** means, for Total Disability, the number of consecutive days the Insured must be Totally Disabled before benefits will begin to accrue. Elimination Period means, for Partial Disability, the number of consecutive days the Insured must be Totally Disabled and/or Partially Disabled before benefits will begin to accrue. The Elimination Period is shown in the Schedule of Benefits.

**Hospital** means an institution that meets all the following requirements:

1. it must be operated according to law;
2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis;
3. it must provide diagnostic and surgical facilities supervised by one or more Physicians;
4. Registered Nurses must be on 24-hour call or duty; and
5. the care must be given either on the Hospital's premises or in facilities available to the Hospital on a prearranged basis.

Hospital does not mean a convalescent, nursing, rest or extended care facility or a facility operated exclusively for treatment of the aged, drug addict or alcoholic, even though such facility is operated as a separate institution by a Hospital.

**Immediate Family** means the Insured or the Insured's spouse, parent, child, grandparent, brother, sister, in-law or any person residing with the Insured.

**Injury** means bodily Injury sustained directly and independently of all other causes, which results in loss covered by this Policy. The Injury must occur and the loss must begin while the Insured's coverage is in force under this Policy.

**Insured** means a person whose coverage under this Policy has become effective and has not ended.

**Maximum Benefit Period** means the longest period of time the benefits under this Policy will be paid for each Disability. The Maximum Benefit Period is shown in the Schedule of Benefits.

**Maximum Monthly Benefit Amount** means the maximum benefit amount payable per month under this Policy while the Insured is Disabled. The Maximum Monthly Benefit Amount cannot exceed 60% of the Insured's then current Monthly Earned Income at the time of the Disability. The Maximum Monthly Benefit Amount is shown in the Schedule of Benefits and may be reduced as provided in the terms of this Policy, for example in the Schedule of Benefits and in the Reductions section.

**Medically Necessary** means that a service or supply is necessary and appropriate for the diagnosis or treatment of an Injury, Sickness, or Nervous or Mental Disorder based on generally accepted current medical practice. A service or supply will not be considered as Medically Necessary if:

1. it is provided only as a convenience to the Insured or provider;
2. it is not appropriate treatment for the Insured's diagnosis or symptoms;
3. it exceeds (in scope, duration or intensity) that level of care needed to provide safe, adequate and appropriate diagnosis or treatment; or
4. it is part of a plan of treatment that is experimental, unproven or related to a research protocol.

Because any particular Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**Monthly Earned Income** means any wages, salary, fees, retainers, bonuses, commissions and any other income derived from the Insured's material and substantial duties of his or her regular occupation. The amount of Monthly Earned Income is considered before deduction of any income or Social Security or other applicable taxes. If the Insured owns any part of a business or profession, Monthly Earned Income also includes the Insured's share of the business profit or losses (after deducting the usual and customary business expenses) plus any contributions on the Insured's behalf to a deferred compensation, pension or profit sharing plan. Usual and customary business expenses are those expenses which are deductible for Federal Income Tax purposes based upon the business' fiscal year immediately prior to the Insured's Disability.

**Nervous or Mental Disorder** means a mental or emotional disease or disorder generally denoting one of the following:

1. a disease of the mind or personality, evidenced by abnormal behavior symptoms;
2. a disease of the mind or personality, evidenced by abnormal behavior; or
3. a disorder of conduct evidenced by socially deviant behavior.

Nervous or Mental Disorder includes only those psychiatric illnesses listed in: (a) the Standard Nomenclature of Diseases and Operations of the American Medical Association; or (b) the Diagnostic and Statistical Manual for Mental Disorders of the American Psychiatric Association. Nervous or Mental Disorder does not include learning disabilities, attitudinal disorders or disciplinary problems because these are not illnesses.

**Partial Disability/Partially Disabled** means that the Insured is at work, but because of Injury or Sickness:

1. the Insured is able to perform one or more, but not all, of the material and substantial duties of the Insured's own occupation; or
2. the Insured is not able to be present at work for more than one-half of the time required to be Actively at Work.

**Physician** means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the scope of his or her license for the service or treatment given. He or she may not be the Insured or a member of his or her Immediate Family.

**Policy** means the contract issued to the Insured providing the benefits described.

**Sickness** means a bodily disorder, a disease or Complications of Pregnancy. The Sickness must occur while the Insured's coverage is in force under this Policy. Sickness does not mean a Nervous or Mental Disorder.

**Total Disability/Totally Disabled** means that because of Injury, Sickness, or Nervous or Mental Disorder, the Insured cannot perform the material and substantial duties of the Insured's own occupation.

The loss of a professional or occupational license for any reason does not, in itself, constitute Total Disability.

## **PAYMENT OF BENEFITS**

Payment of benefits under this Policy is subject to the following:

1. the Insured's coverage must be in force under this Policy on the date Disability began;
2. Disability must have begun while the Insured meets the definition of Actively at Work;
3. the Insured must provide the Company with proof of Disability as often as the Company requires it;
4. benefits will be paid only up to the Maximum Benefit Period for each period of Disability;
5. the Insured must be under the care of a Physician, unless the Physician certifies that the Insured does not need the regular care of a Physician for such disabling condition; and
6. for work-related Injury or Sickness, the Insured must provide proof that the Insured has applied for benefits under any applicable Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislature.

The Company will pay only one Disability benefit for Concurrent Disabilities due to Injury, Sickness, and/or Nervous or Mental Disorder.

"Concurrent Disabilities" means Disabilities that result from more than one cause at the same time.

## **TOTAL DISABILITY BENEFIT FOR INJURY OR SICKNESS**

If Total Disability due to Injury or Sickness begins before the Insured reaches Age 70, the Company agrees to pay the Monthly Benefit Amount up to the Maximum Benefit Period as shown in the Schedule of Benefits. Benefits will begin after satisfaction of the Elimination Period.

The Company will pay the Monthly Benefit Amount for each full month the Insured remains Totally Disabled due to Injury or Sickness after the Elimination Period, until the Maximum Benefit Period ends. If the Insured recovers after part of a month, the Company will pay for the part of the month at a daily rate equal to 1/30 of the Monthly Benefit Amount.

The amount of benefit payable by this Policy will be to a maximum of 60% of the Insured's Monthly Earned Income on the date the Insured becomes Totally Disabled due to Injury or Sickness, not to exceed the Maximum Monthly Benefit Amount shown in the Schedule of Benefits.

If the Maximum Monthly Benefit Amount exceeds the underwriting requirements for the amount of the Insured's Monthly Earned Income, as shown in the Schedule of Benefits, at the time Total Disability commences or the average of the Insured's Monthly Earned Income for the period of two years immediately preceding the Total Disability, whichever is greater, the Insured's Maximum Monthly Benefit Amount will be adjusted to a new amount which does not exceed 60% of the Insured's new Monthly Earned Income, or the two-year average of the Insured's Monthly Earned Income, whichever is greater. The premiums will be adjusted to reflect the new Maximum Monthly Benefit Amount. If the adjustment results in a lower premium, all excess premiums will be returned to the Insured on a pro rata basis for a period of two years prior to the recalculation. However, the Maximum Monthly Benefit Amount will not be reduced below \$200.00.

It is the Insured's responsibility to notify the Company in writing upon a change in the Insured's employment or Monthly Earned Income.

**Presumptive Disability.** If the Insured suffers total and irreversible loss of speech and hearing, sight in both eyes, both feet (actual severance at or above the ankle joints), both hands (actual severance at or above the wrist joints) or one hand and one foot (actual severance at or above the wrist or ankle joints) before the Insured reaches Age 70, the Company agrees to pay the Monthly Benefit Amount for Total Disability due to Sickness or Total Disability due to Injury up to the Maximum Benefit Period as shown in the Schedule of Benefits whether or not the Insured is able to perform the material and substantial duties of the Insured's own occupation. The Elimination Period does not apply to a Presumptive Disability.

### **TOTAL DISABILITY BENEFIT FOR NERVOUS OR MENTAL DISORDERS**

The Company agrees to pay the Insured 50% of the Monthly Benefit Amount to a Maximum Benefit Period of six months for a Total Disability due to Nervous or Mental Disorders. Benefits will begin after satisfaction of the Elimination Period as shown in the Schedule of Benefits. Payments will not be made at the same time for both Total Disability due to Injury or Sickness and Nervous or Mental Disorders.

### **PARTIAL DISABILITY BENEFIT FOR INJURY OR SICKNESS**

If Partial Disability due to Injury or Sickness begins before the Insured reaches Age 70, the Company agrees to pay the Monthly Benefit Amount for Partial Disability up to the Maximum Benefit Period for Partial Disability as shown in the Schedule of Benefits. The Partial Disability Monthly Benefit Amount is equal to 50% of the Total Disability Monthly Benefit Amount stated in the Schedule of Benefits. Benefits will begin after satisfaction of the Elimination Period, or immediately following a period of Total Disability for which benefits have been paid.

The Partial Disability benefit will not be payable for any period for which any Total Disability benefits are payable.

### **PERIOD OF DISABILITY**

Any Disability commencing after the Insured has received benefits under this Policy for a prior Disability will be considered a continuation of the prior Disability unless:

1. the periods of Disability are separated by at least six consecutive months for which the Insured returned to Active Employment; or
2. the periods of Disability are due to unrelated causes.

The new Period of Disability is subject to a new Elimination Period and a new Maximum Benefit Period.

## REDUCTIONS

### **Benefit Reduction for Insureds Age 65 and Older**

The Maximum Benefit Periods shown in the Schedule of Benefits will be reduced by 50% for a period of Disability which begins after the Insured attains Age 65.

### **Benefit Reduction for Benefits Payable Under Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or Similar Legislation**

If the Insured receives or is eligible to receive loss of time benefits under any Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislation for a Disability covered under this Policy, the benefit provided by this Policy will be reduced by 100% of the loss of time benefit amount the Insured receives or is eligible to receive under such legislation on the date benefits become payable under this Policy. If the Insured receives a lump sum payment for loss of time under any Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislation for a Disability covered under this Policy, the amount of the lump sum applicable to the time period for which benefits are payable under this Policy will be prorated on a monthly basis to determine the amount of reduction that will be applied to the period of time for which both benefits are payable. If no time period is stated, the applicable amount of the lump sum will be prorated on a monthly basis to the end of the Maximum Benefit Period for which the Insured is eligible to receive benefits under this Policy for such Disability. However, in no event will this Policy's Monthly Benefit Amount ever reduce below the greater of:

1. 15% of the Monthly Benefit Amount shown in the Schedule of Benefits; or
2. \$50.00.

Benefits will not be reduced when any Workers' Compensation Law, Occupational Disease Law, the 4800 Time Benefit Plan or similar legislation benefit has a general level increase in its benefits.

### **Benefit Reduction for Other Coverage with Other Insurers**

If the Insured has any Other Disability Income Coverage in effect at the time Disability begins, the benefit provided by this Policy will be reduced to the extent this coverage, plus all other coverages, together exceed 100% of the Insured's Monthly Earned Income. However, in no event will this Policy's Monthly Benefit Amount ever reduce below the greater of:

1. 15% of the Monthly Benefit Amount shown in the Schedule of Benefits; or
2. \$50.00.

*Other Disability Income Coverage* means benefits similar to this Policy, provided by individual, group or blanket-type insurance, labor-management trustee plans, union welfare plans, employer or employee benefit organization plans, government agencies or organizations, salary continuance or pension programs, and any other arrangement of benefits for individuals, including benefits under any state law or federal Social Security.

Benefits will not be reduced when Social Security has a general level increase in its benefits. Social Security benefits payable to or on behalf of the Insured's dependents are not included in this reduction.

## EXCLUSIONS AND LIMITATIONS

### Exclusions

Benefits will not be paid under this Policy and attached Riders, if any, for any Injury, Sickness, or Nervous or Mental Disorder:

1. caused by riot, insurrection, war, declared or undeclared, or acts of war;
2. while the Insured is in the military, naval or air force of any country or international organization. Any unearned premium paid by the Insured for a period not covered because of this exclusion will be returned on a pro rata basis if he or she notifies the Company.

If the Insured is released from active duty within five years from the date he or she entered active military service, he or she may restore this Policy by making written application and paying the required premium within 90 days of his or her release from active duty. No proof of insurability is needed. Premiums will be based on the Insured's attained Age as of the date of the new application. The restored Policy will cover only Injuries that occur after the restoration date and Sickness which makes itself known more than 10 days after the restoration date;

3. caused by normal pregnancy, including childbirth or elective abortion, except when loss results from Complications Of Pregnancy, as defined in this Policy;
4. the Insured intentionally inflicts on himself or herself while sane or insane (in Colorado or Missouri, while sane);
5. caused by the Insured engaging in any act or occupation which is a violation of the law of the jurisdiction where the loss or cause of loss occurred. A violation of law means a felony violation;
6. caused by poison, gas or fumes voluntarily taken, absorbed or inhaled, except for the involuntary or unintentional ingestion of poison or inhalation of poisonous gases or fumes; or
7. caused by an accident that occurs while the Insured has been determined to be intoxicated:
  - a. by judicial or administrative judgment or order;
  - b. by evidence of an alcohol concentration in the Insured's blood, breath or urine which equals or exceeds the limits set by applicable motor vehicle laws; or
  - c. by other evidence demonstrating the Insured was under the influence of any alcohol, narcotic, barbiturate or hallucinatory drug, unless the same was administered on the advice of a Physician and was taken according to the prescribed dosage;and the use of such substance was a proximate cause of the accidental bodily Injury.

In addition to the above, benefits will not be payable under this Policy for any Partial Disability caused by a Nervous or Mental Disorder.

### Limitations

**Pre-Existing Condition** means a Sickness, Injury, Nervous or Mental Disorder or physical condition for which the Insured has consulted a Physician or received any medical advice or Treatment within the {6} {12} {24} months immediately before the effective date of insurance, or for which symptoms of a condition have occurred that would have led a prudent person to seek diagnosis, care or treatment during the {6} {12} {24} months immediately before the effective date of insurance.

The Company will not pay for a Disability caused by or due to a Pre-existing Condition until after the Insured has been covered under this Policy for {6} {12} {24} months.

For the Pre-Existing Condition Limitation, "Treatment" includes, but is not limited to, medical care received from a Physician, medical supplies, prescription medication or other medical services.

If a condition is listed on the application and is accepted by the Company without an exclusion rider, then this condition will be covered and is not subject to the Pre-Existing Condition Limitation.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If the Insured, due to a covered Injury, sustains, directly and independently of all other causes within {90 – 365} days from the accident date, any loss described below, the Company will pay:

For Loss Of:	Benefit Payable
Life.....	Principal Sum
Both hands or both feet or sight of both eyes .....	Principal Sum
One hand and one foot.....	Principal Sum
One hand or one foot and sight of one eye.....	Principal Sum
One hand or one foot or sight of one eye.....	One-Half Principal Sum
Speech and hearing .....	Principal Sum
Speech or hearing.....	One-Half Principal Sum
Thumb and index finger of same hand.....	One-Quarter Principal Sum

Benefits will be payable to the named Beneficiary for Loss of life. Benefits for any other covered Loss will be payable to the Insured.

With respect to hands and feet, “Loss” means actual severance at or above the wrist or ankle joints; with respect to sight, entire and irrecoverable Loss; with respect to thumb and index finger, actual severance through or above metacarpophalangeal joints; and with respect to speech or hearing, entire and irrecoverable Loss.

If the Insured sustains more than one of the above Losses due to the same accident, the total amount payable on account of such Losses shall be limited to the amount of the Principal Sum. The Principal Sum is shown in the Schedule of Benefits.

### Exclusions

In addition to the Limitations and Exclusions listed in this Policy, the Accidental Death and Dismemberment Benefit will not be paid for Loss directly or indirectly caused by one or more of the following:

1. suicide, or any attempt thereat, while sane or insane (in Colorado and Missouri, while sane);
2. bodily infirmity or disease in any form, or medical or surgical treatment therefore;
3. bacterial infection, except infections which result from an accidental Injury or bacterial infection which results from an accidental, involuntary or unintentional ingestion of an infectious organism; and
4. travel or flight in any kind of aircraft, except on a regularly scheduled commercial flight as a fare-paying passenger, including falling or otherwise descending from or with such aircraft in flight; or while the Insured is participating in aviation training in any kind of aircraft, or is a pilot, officer or other member of the crew of such aircraft.

## TOTAL DISABILITY HOSPITAL INDEMNITY BENEFIT

If, as a result of a covered Injury, Sickness, or Nervous or Mental Disorder, the Insured is Totally Disabled and Hospital confined for the Hospital Indemnity Benefit Waiting Period as shown in the Schedule of Benefits, the Company agrees to pay the Daily Benefit Amount shown in the Schedule of Benefits for the Maximum Benefit Period shown in the Schedule of Benefits for one continuous Hospital confinement. Benefits will be payable after the Hospital Indemnity Benefit Waiting Period stated in the Schedule of Benefits has been met.

### **Recurrent Confinements**

Successive periods of Hospital confinement, due to the same or related causes will be considered one Injury, Sickness, or Nervous or Mental Disorder unless separated by at least six consecutive months of no Hospital confinement as the result of such Injury, Sickness, or Nervous or Mental Disorder.

### **Exclusions**

In addition to the Limitations and Exclusions listed in this Policy, the Hospital Indemnity Benefit will not be paid for:

1. confinement, treatment or care performed outside of the United States;
2. confinement, treatment or care not recommended or prescribed by a Physician; or
3. any treatment, confinement or days of confinement which are not Medically Necessary.

## **SURVIVING SPOUSE BENEFIT**

If the Insured dies as a result of a covered Injury, Sickness, or Nervous or Mental Disorder, for which the Insured had been receiving Disability benefits under the terms and conditions of this Policy, the Company agrees to pay to the surviving spouse of the Insured a one-time benefit amount equal to two times the last Monthly Benefit Amount paid to the Insured if:

1. the Insured had been Totally Disabled for at least 180 days on the date that death occurred; and
2. the Insured was receiving benefits under the terms and conditions of this Policy on the date death occurred.

## **GUARANTEED RENEWABLE TO AGE 65**

The Insured's insurance under this Policy is guaranteed renewable to Age 65, as long as the Insured pays the required premiums, subject to the grace period. The Company reserves the right to change premiums for a class as allowed in the Premiums section. The Insured may request cancellation of this Policy. This request must be made to the Company in writing by the Insured. The effective date of the cancellation will be the next premium due date following the date the Insured requests cancellation of this Policy. No portion of modal premiums already paid for premiums which were due prior to the request for cancellation will be refunded.

## **CONDITIONALLY RENEWABLE TO AGE 70**

The Insured's insurance under this Policy is conditionally renewable beginning with the anniversary date following the Insured's attainment of Age 65 to the first of the month following the Insured's 70<sup>th</sup> birthday. This means that the Insured may renew his or her coverage under this Policy each year to Age 70, provided that:

1. the Insured pays the required premiums, subject to the grace period; and
2. the Insured continues to be Actively at Work.

Premiums will increase each year on the anniversary date of the Insured's coverage under this Policy beginning with the anniversary date following the Insured's attainment of Age 65.

The Insured may request cancellation of coverage. This request must be made to the Company in writing by the Insured. The effective date of the cancellation will be the next premium due date following the date the Insured requests cancellation of coverage. No portion of modal premiums already paid for premiums which were due prior to the request for cancellation will be refunded.

Coverage will terminate the first of the month following the Insured's 70<sup>th</sup> birthday.

## PREMIUMS

The Company provides insurance coverage in return for premium payment. The Insured's first premium is due on his or her effective date. Premiums must be paid to and received by the Company on or before the due date.

**Premium Changes:** The Company has the right to change the table of premium rates for all members of the Insured's class on any premium due date {on or after the First Policy Anniversary Date}, but not more than once in any 12-month period. The Company will provide written notice at least {31 - 60 days} before the date of change to the Insured's last known address. The premium rates also may be changed at any time the terms of this Policy are changed, such as Maximum Monthly Benefit Amounts, Elimination Period or Benefit Period.

Premiums may be paid monthly, quarterly, semi-annually or annually. The premium mode may be changed by sending the Company a written request. Upon the Company's approval, the change will be made.

**Grace Period:** This Policy has a 31-day grace period for the payment of each premium due after the first premium. Coverage will continue in force during the grace period. It will terminate at the end of the grace period if all premiums that are due are not paid. The Company will require payment of all premiums for the period this coverage continues in force, including the premiums for the grace period.

**Unpaid Premium:** When a claim is paid during the grace period, any premium due and unpaid will be deducted from the claim payment.

**Reinstatement:** If the Insured does not pay a premium due by the end of the grace period, this Policy is terminated. However, reinstatement may be allowed if the Insured completes the application for reinstatement provided to him or her, pays the required premium, and meets the underwriting requirements of this Policy. This Policy will be reinstated upon the date of the Company's approval or on the 45<sup>th</sup> day after the date of the Company's receipt of the application and required premium if the Company does not mail to the Insured at the address in the Company's files a disapproval of the application. If the Company or one of the Company's agents authorized to receive premiums accepts the premium without requiring an application, this Policy is reinstated.

This reinstated Policy will only cover:

1. for an Injury, one which occurs after the reinstatement date; or
2. for a Sickness or Mental or Nervous Disorder, one which begins more than 10 days after the reinstatement date.

In all other respects, the Insured will have the same rights as the Insured had under this Policy immediately before the date of the defaulted premium, subject to any Riders added to this Policy at the time of reinstatement.

Any premium accepted in connection with this reinstatement will be applied to a period for which premiums have not been paid, but not to any period more than 60 days prior to the date of reinstatement.

**Waiver of Premium:** After the Insured has been Totally Disabled for the greater of:

1. the Elimination Period, as shown in the Schedule of Benefits; or
2. 90 days,

premiums will be waived while the Insured remains Totally Disabled, not to exceed the Maximum Benefit Period. The Insured is responsible for the payment of all premiums due up to the date the Insured is notified by the Company, in writing, of the date the waiver has gone into effect. This Policy will stay in force, without payment of premium, as long as the Insured is Totally Disabled; however, when the Maximum Benefit Period ends, the waiver of premium ends. The Insured's premium payments must resume at the next premium due date to continue coverage under this Policy. The Company will not waive premiums on a Total Disability that began after the Insured's 65th birthday.

After a period during which the Company has waived premium payments, the Insured has the right to resume premium payments as they become due. The Insured's coverage will be subject to all the provisions and conditions of this Policy.

## CLAIM PROVISIONS

**Notice of Claim:** Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of any loss covered by this Policy, or as soon after that as is reasonably possible. Notice given by or for the Insured to the Company at the Company's Home Office or to any of the Company's authorized agents with sufficient information to identify the Insured, will be deemed as notice to the Company.

**Claim Forms:** The Company will furnish claim forms to the Insured within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time fixed in this Policy for filing proof of loss.

**Proof of Loss:** Written proof of loss must be furnished to the Company at the Company's Home Office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required.

**Time Payment of Claims:** Any benefit payable under this Policy, other than benefits which provide a periodic payment, will be paid immediately upon receipt of due written proof of loss. Any benefit which provides a periodic payment will be paid not less frequently than monthly, and any balance remaining unpaid upon the termination of coverage will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims:** All benefits will be payable to the Insured, unless the Company receives a written assignment of benefits. Any benefits payable on or after the Insured's death will be paid as noted in the Beneficiary provision. If any benefits are payable to the Insured's estate, the Company may pay up to \$1,000 to any of the Insured's relatives by blood or marriage whom the Company deems is entitled to the benefits. Any payment the Company makes in good faith under this provision fully discharges the Company to the extent of that payment. The Company will refund any premiums paid for any period beyond the end of the month in which the death occurred.

**Right to Recovery:** If payments for claims exceed the benefit amount payable under any benefit provisions or Riders of this Policy, the Company has the right to recover the excess of such payments.

**Physical Examination and Autopsy:** At the Company's expense, the Company has the right to have the Insured examined as often as necessary while a claim is pending. At the Company's expense, the Company may require an autopsy, unless the law forbids it.

**Legal Actions:** No Insured can bring an action at law or in equity to recover on this Policy until more than 60 days after the date written proof of loss has been furnished according to this Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished. If the time limit of this Policy is less than allowed by the laws of the state where the Insured lives, the limit is extended to meet the minimum time allowed by such law.

**Beneficiary:** The Beneficiary is the person or entity named on the Company's records to receive the benefit after the Insured dies. The Insured may name any person as Beneficiary. If two or more Beneficiaries are named, each will receive an equal portion of the benefit, unless the Insured designates otherwise.

The Insured may change the Beneficiary at any time, unless an irrevocable Beneficiary is named. The change date is the date the written request is signed by the Insured. If the Company pays the benefit before the Company receives a change request, the Company is released from further liability under this Policy to the extent of the Company's payment. If the Beneficiary dies at the same time as the Insured, or within 15 days after the Insured dies, the Company will pay the benefits as if the Insured survived the Beneficiary.

If there is no designated Beneficiary when the Insured dies, the Company will pay the benefits to the first of the following living persons:

1. the Insured's spouse;
2. the Insured's children, equally;
3. the Insured's parents, equally; or
4. the Insured's brothers and sisters, equally.

If none of the above persons is living on the date of the Insured's death, then the Company will pay the benefits to the Insured's estate.

If any benefit is payable to an estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to an amount not exceeding \$1,000, to any relative by blood or marriage, who is deemed by the Company to be equitably entitled to the benefit. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

## **GENERAL PROVISIONS**

***Clerical Error:*** Clerical errors or delays in keeping records for this Policy will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased, and call for a fair adjustment of premium and benefits to correct the error.

***Conformity to Law:*** Any provision of this Policy that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

***Entire Contract:*** This Policy, including any endorsements and Riders, and the Insured's individual application, a copy of which is attached to this Policy when issued, are the entire contract between the parties. All statements made by the Insured will, in the absence of fraud, be deemed representations and not warranties and no such statement shall be used in defense to a claim hereunder unless it is contained in a written instrument signed by the Insured, a copy of which has been furnished to the Insured.

***Amendment and Changes:*** No agent is authorized to alter or amend this Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. This Policy may be amended at any time by mutual agreement between the Insured and the Company, but without prejudice to any loss incurred prior to the effective date of the amendment. No person except an officer of the Company has authority on behalf of the Company to modify this Policy or to waive or lapse any of the Company's rights or requirements.

***Incontestability:*** After this Policy has been in force or reinstated for two years during the Insured's lifetime, no statement made by the Insured can be used in a contest; it can only be contested for non-payment of premiums. No statement the Insured makes can be used in a contest unless it is in writing and signed by the Insured.

***Misstatement of Age, Sex or Tobacco Use:*** If the Age, sex or tobacco use of the Insured has been misstated, the Company will make an equitable adjustment of premiums or benefits or both. The Company will change the benefit to the applicable amount available for the correct Age, sex or tobacco use. The Company will refund to the Insured any excess premium paid over the amount due for the correct benefit amount. The Company will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, the Company will reduce or increase the benefit amount payable by the amount of excess or overdue premium due to the misstatement. If the Insured is not eligible for coverage because of Age, sex or tobacco use, the Company will refund all premiums paid on and after the date the Insured was no longer eligible.

***Workers' Compensation:*** This Policy is not a Workers' Compensation Policy. It does not satisfy any requirement for coverage by Workers' Compensation Insurance.