

SERFF Tracking Number: FDLT-126251144 State: Arkansas
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 43115
Company Tracking Number: M-2019
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Group Flexible Contribution Deferred Fixed Annuity
Project Name/Number: 401(k)/401(a)/M-2019

Filing at a Glance

Company: Fidelity Security Life Insurance Company

Product Name: Group Flexible Contribution SERFF Tr Num: FDLT-126251144 State: Arkansas

Deferred Fixed Annuity

TOI: A02G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 43115
variable Closed

Sub-TOI: A02G.002 Flexible Premium

Co Tr Num: M-2019

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Jennifer Glaser, Kelly
Humiston, Teresa Saling, Tara
Wilson

Disposition Date: 08/05/2009

Date Submitted: 08/04/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 401(k)/401(a)

Project Number: M-2019

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/05/2009

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 07/13/2009

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer, Trust

Explanation for Other Group Market Type:

State Status Changed: 08/05/2009

Created By: Teresa Saling

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Teresa Saling

Filing Description:

Fidelity Security Life Insurance Company

NAIC #71870 FEIN #43-0949844

Group 401(k)/401(a) Flexible Contribution Deferred Fixed Annuity

Policyholder: Trustees of an Employers 401(a)/401(k) Plan

M-2019 Group 401(k)/401(a) Flexible Contribution Deferred Fixed Annuity Policy

C-2019 Group 401(k)/401(a) Flexible Contribution Deferred Fixed Annuity Certificate

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S-2019 Schedule Page

R-02948 Loan Endorsement

A-01109 Group Flexible Contribution Deferred Fixed Annuity Application

A-01110 Group Flexible Contribution Deferred Fixed Annuity Enrollment Form

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

This is a group flexible premium deferred annuity product designed to be included as an allocation option under 401(k)/401(a) Plans.

The forms will be issued to eligible employer group trusts in your State and solicited by one-on-one direct agent sales.

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

If you have any questions or require additional information, please feel free to telephone me at (800) 648-8624, extension 1276, or Email me at tsaling@fslins.com.

Company and Contact

Filing Contact Information

Teresa Saling, Contract Analyst tsaling@fslins.com
3130 Broadway 800-648-8624 [Phone] 1276 [Ext]
Kansas City, MO 64111-2406 816-751-6026 [FAX]

Filing Company Information

Fidelity Security Life Insurance Company CoCode: 71870 State of Domicile: Missouri
3130 Broadway Group Code: 451 Company Type: Life & Health
Kansas City, MO 64111-2406 Group Name: State ID Number:
(800) 648-8624 ext. [Phone] FEIN Number: 43-0949844

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:

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Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Fidelity Security Life Insurance Company	\$50.00	08/04/2009	29617771

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/05/2009	08/05/2009

SERFF Tracking Number: FDLT-126251144 *State:* Arkansas
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Disposition

Disposition Date: 08/05/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Form	Group Flexible Contribution Deferred Fixed Annuity Contract		Yes
Form	Group Flexible Contribution Deferred Fixed Annuity Certificate		Yes
Form	Certificate Schedule		Yes
Form	Loan Endorsement		Yes
Form	Application for 401(a)/401(k) Group Flexible Contribution Deferred Fixed Annuity Contract		Yes
Form	Group Enrollment Form 401(a)/401(k) Group Flexible Contribution Deferred Fixed Annuity Contract		Yes

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Form Schedule

Lead Form Number: M-2019

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	M-2019	Policy/Cont ract/Fratern al	Group Flexible Contribution Deferred Fixed Annuity Certificate Contract	Initial		50.000	M-2019.pdf
	C-2019	Certificate	Group Flexible Contribution Deferred Fixed Annuity Certificate	Initial		50.000	C-2019.pdf
	S-2019	Schedule Pages	Certificate Schedule	Initial		50.000	S-2019.pdf
	R-02948	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Loan Endorsement	Initial		50.000	R-02948.pdf
	A-01109	Application/ Enrollment Form	Application for 401(a)/401(k) Group Flexible Contribution Deferred Fixed Annuity Contract	Initial		50.000	A-01109.pdf
	A-01110	Application/ Enrollment Form	Group Enrollment Form 401(a)/401(k) Group Flexible Contribution Deferred Fixed Annuity Contract	Initial		50.000	A-01110.pdf



FIDELITY SECURITY LIFE INSURANCE COMPANY

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

GROUP ANNUITY CONTRACT NO.: {000000}
CONTRACTHOLDER: {Trustees of "ABC Employer" 401(a)/401(k) Plan}
CONTRACT DATE: {Month Day, Year}

Fidelity Security Life Insurance Company (herein called the "Company") agrees to pay benefits provided by the Contract in accordance with its terms and conditions.

The Contract is issued by acceptance of the application for the Contract (a copy of which is attached) and payment of Contributions as provided in the Contract.

The provisions and tables on the following pages are part of the Contract.

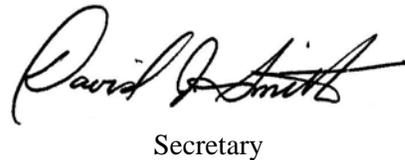
The Contract is delivered in the State of {Missouri}.

All periods of the Contract begin and end at 12:01 a.m. Local Time at the Contractholder's business address. The Contract is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Contract Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY



Richard C. Jones
President



David R. Smith
Secretary

**GROUP FLEXIBLE CONTRIBUTION
DEFERRED FIXED ANNUITY CONTRACT**

**NON-PARTICIPATING
NO DIVIDENDS**

READ YOUR CONTRACT CAREFULLY.

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DEFINITIONS

Accumulation Period means the period prior to the Annuity Commencement Date during which the Participant can make Contributions.

Age means the age of any Participant or Annuitant on his/her birthday nearest the date for which age is being determined.

Annuitant means the Participant, or other person designated by the Participant, who is to receive annuity benefits after the Annuity Commencement Date.

Annuity or **Annuity Payments** means the series of payments made to the Annuitant or other named payee after the Annuity Commencement Date under the Annuity Option elected.

Annuity Accumulation Value means the Participant's value under the Contract as of any date during the Accumulation Period, taking into consideration all Contributions, surrenders, loans under the Contract, charges and taxes, if any, and interest credited under the Contract.

Annuity Administrative Operations means the office located at {3130 Broadway, Kansas City, MO 64111,} to which notices, requests and Contributions must be sent. All sums payable by the Company under the Contract/Certificate are payable through the Annuity Administrative Operations.

Annuity Commencement Date means the date on which Annuity Payments begin. The Annuity Commencement Date must be specified in writing by the Participant, but may not be earlier than the date the request is received by the Company or later than the Maturity Date.

Annuity Period means the period during which Annuity Payments are paid.

Annuity Purchase Value means any portion not to exceed 100% of the Annuity Accumulation Value that is used to purchase a monthly income under one of the Annuity Options. A portion less than 100% will be determined by using Contributions and earnings in the reverse order received and credited by the Company.

Calendar Year means a twelve month period beginning on January 1 and ending on December 31. A Participant's first Calendar Year will be for the period beginning on his Certificate Issue Date and ending on the December 31 coinciding with or next following.

Certificate Anniversary means the anniversary of the Issue Date of the Certificate.

Certificate Year means one year from the Certificate Issue Date and from each Certificate Anniversary.

Contribution means an Employee contribution or Employer contribution to the Plan, rollover contribution to the Plan, or a transfer from another investment option in the Plan, any of which is deposited on behalf of a Participant to the Contract. Contributions can be made as periodic payments or a lump sum payment in an amount permitted by the Plan.

Employer means the Employer who is the business entity that is a party to and sponsors the Plan.

Internal Revenue Code (or Code) means the Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Issue Date means the date the Contract or Certificate was issued. The Issue Date for the Contract is shown in the Contract face page. The Issue Date for the Certificate is shown and in the Certificate Schedule.

Maturity Date means the latest date by which annuity payments must begin. The Maturity Date is the later of the Participant's 85th birthday or 11 years from the Participant's Certificate Issue Date. The Maturity Date is shown on the Certificate Schedule.

Minimum Guaranteed Interest Rate means the rate shown in the Certificate Schedule that will be guaranteed on the Accumulation Value for the duration of the Certificate. The Minimum Guaranteed Interest Rate will not be less than 1% or greater than 3%.

Participant means a person who is eligible for coverage under the Contract, as provided for in the Plan, and who participates in the Plan. "Active Participant" means an employee who has made written request to the Employer on a form furnished or approved by the Company, and the request has been delivered to the Company and the first Contribution has been received by the Company. An Active Participant will become an Inactive Participant on the earliest of the following dates:

1. the day following the Annuity Commencement Date; or
2. the day the Participant ceases to make Contributions.

Plan means the 401(a)/401(k) Plan the Employer has established under a 401(a)/401(k) Plan Adoption Agreement under which eligible employees may allocate all or a portion of their Contributions to this Flexible Contribution Deferred Fixed Annuity. The Plan does not determine or waive provisions of the Contract.

The Contract will not be deemed to make the Company a party to the Plan or to any agreement between the Employer and the Employer's Plan and/or trust and the Plan Administrator or Third Party Administrator for the Plan.

ELIGIBILITY

An employee of the Employer is eligible to become an Active Participant on the date on which the employee complies with the requirements of the Plan and meets the definition of an Active Participant.

CONTRIBUTIONS

Contributions. In accordance with the Contract and the Plan, Contributions can be paid to the Company on any date on or after the Contract Effective Date, subject to the maximum amounts permitted under the Plan. The Company reserves the right to reject any Contribution.

No Default. Unless the Participant makes a total surrender, the Participant's Certificate will remain in force until the Annuity Commencement Date. The Certificate will not be in default if subsequent Contributions are not made.

Payment of Contributions. Each Contribution is payable to the Company at its Home Office in Kansas City, Missouri or through the Annuity Administrative Operations office. The Employer will be responsible for the timely remittance of any Contributions.

ANNUITY ACCUMULATION VALUE

The Company will maintain separate accumulations based on Participant Contributions and Employer Contributions. For each, the Company will separately accumulate and account for the Contributions received and amounts of interest. The Company will separately accumulate any other amount as required in the Plan, provided that the Contractholder notifies the Company of any requirement to maintain separate accounting and provided that adequate documentation is provided to the Company when Contributions are remitted. The Contractholder will advise the Company if the Plan permits Roth 401(k) contributions. The Company will separately account for any Roth 401(k) contributions provided that information is provided to it when the Roth 401(k) contributions are made.

Annuity Accumulation Value. The Annuity Accumulation Value at any time is equal to:

1. the Contributions to the Contract; plus
2. interest credited to the Contract; less
3. any partial surrenders and Surrender Charges; less
4. any outstanding loan balance; less
5. any applicable premium taxes deducted from the Contract.

Payment of Contract Benefits. Any benefits payable under the Contract equals or exceeds the minimum benefits payable required by any applicable statute of the state in which the Contract is delivered.

Interest to be Credited. The Company guarantees that the interest to be credited under the Contract will not be less than the Minimum Guaranteed Interest Rate shown in the Certificate Schedule, which is at least the minimum guaranteed interest rate permitted by the law of the state in which the Contract is delivered. The Company may credit additional interest at the Company's sole discretion to Certificates under the Contract.

Minimum Guaranteed Interest Rate. The Company will determine and reserves the right to change the Minimum Guaranteed Interest Rate periodically for new Certificate(s) issued on or after such change is made. Any such change will be determined using the five-year Constant Maturity Treasury (CMT) rate on the last business day for which the CMT rate is published in the second month prior to the effective date of the change.

DEATH BENEFIT PROVISIONS

If the death of a Participant occurs prior to the Participant's Annuity Commencement Date, the Company, on receipt of due proof of the Participant's death, will pay a Death Benefit equal to the Annuity Accumulation Value to the Contractholder for the benefit of the Participant's account under the Plan, to be disbursed in accordance with the provisions of the Plan.

If the death of a Participant occurs on or after the Participant's Annuity Commencement Date, there will be no Death Benefit payable, other than the Death Benefit, if any, as may be payable under the provisions of the Annuity Option in force at the time of death.

Death Benefit Amount During the Accumulation Period. The death benefit will be the Annuity Accumulation Value as of the end of the business day during which the Company receives both due proof of death and an election for the payment method.

Death Benefit Options During the Accumulation Period. Subject to the terms of the Plan, the Participant's beneficiary under the Plan must elect the death benefit to be paid under one of the options below in the event of the death of a Participant during the Accumulation Period.

Option 1 - lump sum payment of the death benefit; or

Option 2 - the payment of the entire death benefit within five years of the date of the death of the Participant; or

Option 3 - payment of the death benefit under an Annuity Option over the lifetime of the Participant's beneficiary as specified by the Contractholder or over a period not extending beyond the life expectancy of the such beneficiary with distribution beginning within one year of the date of death of the Participant.

If a lump sum payment is requested, the amount will be paid to the Contractholder for the benefit of the Participant's account under the Plan within seven days of receipt of proof of death and the election, unless the Deferral of Payments Provision is in effect.

Upon the death of the Annuitant during the Annuity Period, the death benefit, if any, will be as specified in the Annuity Option elected. Death benefits will be paid under the method of distribution in effect at the Annuitant's death.

Payment of Death Benefit. The Company will require due proof of death before any death benefit is paid. Due proof of death will be:

1. a certified death certificate;
2. a certified decree of a court of competent jurisdiction as to the finding of death;
3. a written statement by a medical doctor who attended the deceased; or
4. any other proof satisfactory to the Company.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments.

ANNUITY PROVISIONS

The Contractholder will give the Company written notice whenever a Participant elects to receive a benefit under the terms of the Plan. Any election of one of the forms below is subject to the terms of the Plan and must be made prior to the Annuity Commencement Date in a written request with the Company at its Home Office, on a form furnished by the Company. Such request will constitute an election of such Option, until and unless the Participant, prior to the Participant's Annuity Commencement Date, files a further written request that the election be changed. The Annuity Commencement Date will not be later than the Maturity Date.

Frequency and Amount of Annuity Payments. Annuity Payments will be paid as monthly installments or at any frequency acceptable to the Participant and the Company. The Annuity Purchase Value on the Annuity Commencement Date is applied to the Annuity Table for the Annuity Option elected. The amount of the monthly payment for each \$1,000 of Annuity Purchase Value is shown in the Annuity Tables and is based on the Annuitant's Age. If, as of the Annuity calculation date, the then current Annuity Option rates applicable to this class of contracts provide a first Annuity Payment greater than that which is guaranteed under the same Annuity Option under the Contract, the greater payment will be made. If the amount of the Annuity Purchase Value to be applied under an Annuity Option is less than \$5,000, the Company reserves the right to make one lump sum payment in lieu of Annuity Payments. If the amount of any Annuity Payment would be or become less than \$100, the Company will reduce the frequency of payments to an interval which will result in each payment being at least \$100.

Basis of Payments. The Annuity Tables are based on 50% of the 2000 Individual Annuity Mortality Table with an annual effective interest rate of 2%.

Annuity Options. The following Annuity Options may be elected:

Option 1 - Life Annuity: A monthly income payable during the lifetime of the Annuitant and terminating with the last payment preceding the Annuitant's death.

Option 2 - Life Annuity with a Guaranteed Period: A monthly income payable during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for less than a stated certain period, which may be 5, 10, 15 or 20 years, as elected, the monthly income will be continued during the remainder of the elected period.

Option 3 - Survivorship Annuity: A monthly income payable during the joint lifetime of the Annuitant and another named individual, and after the death of the Annuitant, a monthly income during the lifetime of the survivor equal to a percentage of the amount payable during the joint lifetimes, and ceasing with the last income payment due prior to the death of the survivor.

Option 4: Any other option that is mutually agreed upon between the Annuitant and the Company.

Election of Annuity Option. If an annuity option is required by the Plan and the Participant does not make an election, the Annuity Option will be a Life Annuity if the Participant is not married, and a Survivorship Annuity if the Participant is married, with the percentage payable to the survivor as provided in the Plan.

Payee. The Annuitant will be the payee of the Annuity Payments.

TERMINATION AND WITHDRAWAL PROVISIONS

Termination of Participation. A Participant will cease to be a Participant upon the earliest of the following dates:

1. the date the Contractholder requests, on behalf of the Participant, payment of the entire Annuity Accumulation Value pursuant to the Termination and Withdrawal Provisions; or
2. the date of the Participant's death.

Termination of Benefits (Surrenders). Subject to the provisions of the Plan and the Withdrawal restrictions below, The Company will pay to the Contractholder for the account of the Participant the Participant's Annuity Accumulation Value, less the Surrender Charge, at any time prior to the Annuity Commencement Date upon proper written request to the Company by the Contractholder. Such payment will be in lieu of all other benefits under the Contract as to such Participant and any other Annuitant with respect to the Participant.

Withdrawal Benefits (Partial Surrenders). Subject to the provisions of the Plan and the Withdrawal restrictions below, the Contractholder may withdraw for the benefit of the Participant a portion of the Annuity Accumulation Value less the Surrender Charge prior to the Annuity Commencement Date by filing a written request with the Company at its Home Office on a form furnished by the Company. The amount of such withdrawal will not be less than \$500 or the entire Annuity Accumulation Value less the Surrender Charge, whichever is smaller. Such withdrawal will, by the amounts withdrawn, be in lieu of the benefits otherwise provided under the Contract as to such Participant and any other Annuitant with respect to the Participant.

A withdrawal will result in a reduction in the Annuity Accumulation Value. If the Annuity Accumulation Value, less applicable Surrender Charge, of any Participant is reduced by a partial withdrawal to an amount less than \$500, the Company may terminate the Participant's Certificate at its option. The remaining Annuity Accumulation Value, less Surrender Charge, will then be paid to the Plan on behalf of the Participant.

Contributions and interest will be withdrawn in the reverse order of their receipt and crediting by the Company so that the last contribution received by the Company and the last interest credited by the Company will be the first withdrawn, until sufficient contributions plus interest have been used to equal the amount of the withdrawal.

Withdrawal Restrictions. Withdrawals will be permitted as provided under the Plan, such as, but not limited to, when a Participant:

1. attains Age 59½;
2. is no longer an employee of the Employer;
3. dies;
4. becomes disabled (within the meaning of the Internal Revenue Code Section 72 (m)(7));
5. in the case of financial hardship; or
6. in the event of a qualified domestic relations order.

In accordance with the Plan, a Participant may request that any portion of the Annuity Accumulation Value, less the Surrender Charge, be withdrawn and transferred to another investment option allowed within the Plan. In such case, such amount will be transferred to the Contractholder for the account of the Participant under the Plan.

Except as otherwise provided below, any withdrawal or transfer will be subject to the Surrender Charge.

Required Minimum Distributions. Withdrawal Benefits must be made according to the provisions of Internal Revenue Code Section 401(a)(9) and will be in accordance with the provisions of the Plan.

Surrender Charge. Upon withdrawal of all or a portion of the Annuity Accumulation Value for any reason, a Surrender Charge as set forth below will be assessed, except for the following:

1. Attainment by Participant of age 70½;
2. Death of the Participant;
3. Payment to the Contractholder of any forfeited unvested portion of the Annuity Accumulation Value attributable to employer contributions upon termination of employment of the Participant without full vesting; or
4. Transfer to another contract with the Company as provided below.

The Surrender Charge is calculated at the time of each full or partial surrender as a percentage of the Annuity Accumulation Value.

For a partial surrender, the Surrender Charge will be deducted from the remaining Annuity Accumulation Value. The amount withdrawn may not exceed an amount for which the remaining Annuity Accumulation Value is insufficient to deduct the Surrender Charge.

The Surrender Charge is based on the number of complete Certificate Years from the Participant's Certificate Issue Date. Surrender Charges are determined in accordance with the following schedule:

SURRENDER CHARGES

<u>Number of Complete Certificate Years from Certificate Issue Date</u>	<u>% Charge</u>
0	9
1	7
2	5
3	3
4	2
5 and thereafter	0

Direct Transfer or Rollover to Contract Issued by the Company. Surrender charges will be waived for distributions directly transferred or directly rolled over into a contract issued by the Company pursuant to an eligible rollover distribution.

Transfers by Contractholder. The Contractholder may instruct the Company to transfer the Annuity Accumulation Value, less the Surrender Charge, for all Plan Participants under the Contract to another company.

DEFERRAL OF PAYMENTS FROM THE CONTRACT

The Company reserves the right to defer payment for a surrender from the Contract for the period permitted by law but not for more than six months after written election is received by the Company at the Company's Annuity Administrative Operations.

RESERVES, VALUES AND BENEFITS

Reserves are based on the Commissioner's Annuity Reserve method and are greater than, or equal to, those required by statute. Any values and death benefits that may be available under the Contract are not less than the minimum benefits required by any law of the state in which the Contract is delivered.

GENERAL PROVISIONS

Entire Contract. The Contract, including any endorsements and riders, the application of the Contractholder and the individual applications, if any, of the Participants are the entire contract between the parties. All statements made by the Contractholder or by any Participant will, in the absence of fraud, be deemed representations and not warranties. No such statement will void the Contract or reduce the benefits under the Contract or be used in defense to a claim hereunder unless it is contained in a written application, nor will any such statement of the Contractholder, except a fraudulent misstatement, be used at all to void the Contract after it has been in force for two years from the date of its issue, nor will any such statement of any Participant eligible for coverage under the Contract, except a fraudulent misstatement, be used at all in defense to a claim for loss incurred commencing after the Contract coverage with respect to which claim is made has been in effect for two years from the date it became effective.

Certificates. The Company will issue to the Contractholder for delivery to each Participant an individual Certificate. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Contract that apply to Participants. The Certificate is not a part of the Contract. Any conflict between the terms of the Certificate and the Contract will be decided in favor of the Contract. A copy of the Contract may be examined at the office of the Contractholder.

Incontestability. The Company will not contest the Contract/Certificate at any time following the Issue Date.

Non-Participating. The Contract/Certificate will not share in any distribution of dividends.

Nontransferable. The Contract is established for the exclusive benefit of the Participants. Except for an assignment pursuant to an alternate payee required by a qualified domestic relations order described in section 414(p) of the Code, it may not be assigned, pledged as collateral for a loan or as security for the performance of an obligation, except pursuant to a loan from the Contract or to the Company on surrender or settlement, and such benefits will not in any way be subject to any legal process or levy of execution upon, or attachment or garnishment proceedings against, the same for the payment of any claim against any such person.

Nonforfeitable. None of the rights under the Contract may be forfeited.

Misstatement of Age. The Company may require proof of age of the Annuitant before making any life Annuity Payments under the Contract. If the age of the Annuitant has been misstated, the amount payable will be the amount that the Annuity Accumulation Value would have provided at the correct age.

Once Annuity Payments have begun, any underpayments will be made up in one sum with the next Annuity Payment. Any overpayments will be deducted from future Annuity Payments until the total is repaid.

Certificate Settlement. The Certificate must be returned to the Company prior to any settlement. Prior to any payment of a death claim, due proof of death must be submitted to the Company.

Protection of Proceeds. No Beneficiary may commute, encumber, alienate or assign any payments under the Contract. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any payee or to any judicial process to levy upon or attach the same for payment thereof.

Reports. At least once each Calendar Year the Company will furnish the Plan with a report showing each Participant's Annuity Accumulation Value and any other information as may be required by law.

Taxes. Any taxes paid to any governmental entity relating to the Contract will be deducted from the Contributions or Annuity Accumulation Value when incurred. The Company will, at the Company's sole discretion, determine when taxes have resulted from either receipt by the Company of the Contributions or commencement of Annuity Payments. The Company may, at the Company's sole discretion, pay taxes when due and deduct that amount from the Annuity Accumulation Value at a later date. Payment at an earlier date does not waive any right the Company may have to deduct amounts at a later date. The Company will deduct any withholding taxes required by applicable law.

Evidence of Survival. The Company may require satisfactory evidence of the continued survival of any person(s) on whose life Annuity Payments are based.

Modification of Contract. The Company may modify the Contract in order to maintain compliance with applicable state, the Code or other applicable federal law. The Contract may be changed or altered only by the Company's President or Secretary. A change or alteration will be made in writing.

ANNUITY TABLE

Age	Life Annuity	Age	Life Annuity
46	2.81	66	4.05
47	2.85	67	4.16
48	2.89	68	4.27
49	2.93	69	4.39
50	2.97	70	4.51
51	3.02	71	4.65
52	3.06	72	4.79
53	3.11	73	4.94
54	3.17	74	5.10
55	3.22	75	5.27
56	3.28	76	5.46
57	3.34	77	5.66
58	3.40	78	5.87
59	3.47	79	6.09
60	3.54	80	6.33
61	3.61		
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Values for Ages not shown in this Table will be furnished upon request and will be calculated on the same basis as those shown in this Table.



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 (herein called the Company) certifies that, in accordance with the provisions of the Group Contract (herein called the Contract) issued and delivered to the Contractholder, the Participant named in the Schedule is entitled to benefits described herein.

Signed for Fidelity Security Life Insurance Company at Kansas City, Missouri on the Contract Effective Date:

FIDELITY SECURITY LIFE INSURANCE COMPANY



Richard C. Jones
President



David J. Smith
Secretary

**GROUP FLEXIBLE CONTRIBUTION
DEFERRED FIXED ANNUITY CERTIFICATE**

**NON-PARTICIPATING
NO DIVIDENDS**

READ YOUR CONTRACT CAREFULLY.

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DEFINITIONS

Accumulation Period means the period prior to the Annuity Commencement Date during which the Participant can make Contributions.

Age means the age of any Participant or Annuitant on his/her birthday nearest the date for which age is being determined.

Annuitant means the Participant, or other person designated by the Participant, who is to receive annuity benefits after the Annuity Commencement Date.

Annuity or **Annuity Payments** means the series of payments made to the Annuitant or other named payee after the Annuity Commencement Date under the Annuity Option elected.

Annuity Accumulation Value means the Participant's value under the Contract as of any date during the Accumulation Period, taking into consideration all Contributions, surrenders, loans under the Contract, charges and taxes, if any, and interest credited under the Contract.

Annuity Administrative Operations means the office located at {3130 Broadway, Kansas City, MO 64111,} to which notices, requests and Contributions must be sent. All sums payable by the Company under the Contract/Certificate are payable through the Annuity Administrative Operations.

Annuity Commencement Date means the date on which Annuity Payments begin. The Annuity Commencement Date must be specified in writing by the Participant, but may not be earlier than the date the request is received by the Company or later than the Maturity Date.

Annuity Period means the period during which Annuity Payments are paid.

Annuity Purchase Value means any portion not to exceed 100% of the Annuity Accumulation Value that is used to purchase a monthly income under one of the Annuity Options. A portion less than 100% will be determined by using Contributions and earnings in the reverse order received and credited by the Company.

Calendar Year means a twelve month period beginning on January 1 and ending on December 31. A Participant's first Calendar Year will be for the period beginning on his Certificate Issue Date and ending on the December 31 coinciding with or next following.

Certificate Anniversary means the anniversary of the Issue Date of the Certificate.

Certificate Year means one year from the Certificate Issue Date and from each Certificate Anniversary.

Contribution means an Employee contribution or Employer contribution to the Plan, rollover contribution to the Plan, or a transfer from another investment option in the Plan, any of which is deposited on behalf of a Participant to the Contract. Contributions can be made as periodic payments or a lump sum payment in an amount permitted by the Plan.

Employer means the Employer who is the business entity that is a party to and sponsors the Plan.

Internal Revenue Code (or Code) means the Internal Revenue Code of 1986, as amended, and the rules and regulations issued thereunder.

Issue Date means the date the Contract or Certificate was issued. The Issue Date for the Contract is shown in the Contract face page. The Issue Date for the Certificate is shown and in the Certificate Schedule.

Maturity Date means the latest date by which annuity payments must begin. The Maturity Date is the later of the Participant's 85th birthday or 11 years from the Participant's Certificate Issue Date. The Maturity Date is shown on the Certificate Schedule.

Minimum Guaranteed Interest Rate means the rate shown in the Certificate Schedule that will be guaranteed on the Accumulation Value for the duration of the Certificate. The Minimum Guaranteed Interest Rate will not be less than 1% or greater than 3%.

Participant means a person who is eligible for coverage under the Contract, as provided for in the Plan, and who participates in the Plan. “Active Participant” means an employee who has made written request to the Employer on a form furnished or approved by the Company, and the request has been delivered to the Company and the first Contribution has been received by the Company. An Active Participant will become an Inactive Participant on the earliest of the following dates:

1. the day following the Annuity Commencement Date; or
2. the day the Participant ceases to make Contributions.

Plan means the 401(a)/401(k) Plan the Employer has established under a 401(a)/401(k) Plan Adoption Agreement under which eligible employees may allocate all or a portion of their Contributions to this Flexible Contribution Deferred Fixed Annuity. The Plan does not determine or waive provisions of the Contract.

The Contract will not be deemed to make the Company a party to the Plan or to any agreement between the Employer and the Employer’s Plan and/or trust and the Plan Administrator or Third Party Administrator for the Plan.

ELIGIBILITY

An employee of the Employer is eligible to become an Active Participant on the date on which the employee complies with the requirements of the Plan and meets the definition of an Active Participant.

CONTRIBUTIONS

Contributions. In accordance with the Contract and the Plan, Contributions can be paid to the Company on any date on or after the Contract Effective Date, subject to the maximum amounts permitted under the Plan. The Company reserves the right to reject any Contribution.

No Default. Unless the Participant makes a total surrender, the Participant’s Certificate will remain in force until the Annuity Commencement Date. The Certificate will not be in default if subsequent Contributions are not made.

Payment of Contributions. Each Contribution is payable to the Company at its Home Office in Kansas City, Missouri or through the Annuity Administrative Operations office. The Employer will be responsible for the timely remittance of any Contributions.

ANNUITY ACCUMULATION VALUE

The Company will maintain separate accumulations based on Participant Contributions and Employer Contributions. For each, the Company will separately accumulate and account for the Contributions received and amounts of interest. The Company will separately accumulate any other amount as required in the Plan, provided that the Contractholder notifies the Company of any requirement to maintain separate accounting and provided that adequate documentation is provided to the Company when Contributions are remitted. The Contractholder will advise the Company if the Plan permits Roth 401(k) contributions. The Company will separately account for any Roth 401(k) contributions provided that information is provided to it when the Roth 401(k) contributions are made.

Annuity Accumulation Value. The Annuity Accumulation Value at any time is equal to:

1. the Contributions to the Contract; plus
2. interest credited to the Contract; less
3. any partial surrenders and Surrender Charges; less
4. any outstanding loan balance; less
5. any applicable premium taxes deducted from the Contract.

Payment of Contract Benefits. Any benefits payable under the Contract equals or exceeds the minimum benefits payable required by any applicable statute of the state in which the Contract is delivered.

Interest to be Credited. The Company guarantees that the interest to be credited under the Contract will not be less than the Minimum Guaranteed Interest Rate shown in the Certificate Schedule, which is at least the minimum guaranteed interest rate permitted by the law of the state in which the Contract is delivered. The Company may credit additional interest at the Company's sole discretion to Certificates under the Contract.

Minimum Guaranteed Interest Rate. The Company will determine and reserves the right to change the Minimum Guaranteed Interest Rate periodically for new Certificate(s) issued on or after such change is made. Any such change will be determined using the five-year Constant Maturity Treasury (CMT) rate on the last business day for which the CMT rate is published in the second month prior to the effective date of the change.

DEATH BENEFIT PROVISIONS

If the death of a Participant occurs prior to the Participant's Annuity Commencement Date, the Company, on receipt of due proof of the Participant's death, will pay a Death Benefit equal to the Annuity Accumulation Value to the Contractholder for the benefit of the Participant's account under the Plan, to be disbursed in accordance with the provisions of the Plan.

If the death of a Participant occurs on or after the Participant's Annuity Commencement Date, there will be no Death Benefit payable, other than the Death Benefit, if any, as may be payable under the provisions of the Annuity Option in force at the time of death.

Death Benefit Amount During the Accumulation Period. The death benefit will be the Annuity Accumulation Value as of the end of the business day during which the Company receives both due proof of death and an election for the payment method.

Death Benefit Options During the Accumulation Period. Subject to the terms of the Plan, the Participant's beneficiary under the Plan must elect the death benefit to be paid under one of the options below in the event of the death of a Participant during the Accumulation Period.

Option 1 - lump sum payment of the death benefit; or

Option 2 - the payment of the entire death benefit within five years of the date of the death of the Participant; or

Option 3 - payment of the death benefit under an Annuity Option over the lifetime of the Participant's beneficiary as specified by the Contractholder or over a period not extending beyond the life expectancy of the such beneficiary with distribution beginning within one year of the date of death of the Participant.

If a lump sum payment is requested, the amount will be paid to the Contractholder for the benefit of the Participant's account under the Plan within seven days of receipt of proof of death and the election, unless the Deferral of Payments Provision is in effect.

Upon the death of the Annuitant during the Annuity Period, the death benefit, if any, will be as specified in the Annuity Option elected. Death benefits will be paid under the method of distribution in effect at the Annuitant's death.

Payment of Death Benefit. The Company will require due proof of death before any death benefit is paid. Due proof of death will be:

1. a certified death certificate;
2. a certified decree of a court of competent jurisdiction as to the finding of death;
3. a written statement by a medical doctor who attended the deceased; or
4. any other proof satisfactory to the Company.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments.

ANNUITY PROVISIONS

The Contractholder will give the Company written notice whenever a Participant elects to receive a benefit under the terms of the Plan. Any election of one of the forms below is subject to the terms of the Plan and must be made prior to the Annuity Commencement Date in a written request with the Company at its Home Office, on a form furnished by the Company. Such request will constitute an election of such Option, until and unless the Participant, prior to the Participant's Annuity Commencement Date, files a further written request that the election be changed. The Annuity Commencement Date will not be later than the Maturity Date.

Frequency and Amount of Annuity Payments. Annuity Payments will be paid as monthly installments or at any frequency acceptable to the Participant and the Company. The Annuity Purchase Value on the Annuity Commencement Date is applied to the Annuity Table for the Annuity Option elected. The amount of the monthly payment for each \$1,000 of Annuity Purchase Value is shown in the Annuity Tables and is based on the Annuitant's Age. If, as of the Annuity calculation date, the then current Annuity Option rates applicable to this class of contracts provide a first Annuity Payment greater than that which is guaranteed under the same Annuity Option under the Contract, the greater payment will be made. If the amount of the Annuity Purchase Value to be applied under an Annuity Option is less than \$5,000, the Company reserves the right to make one lump sum payment in lieu of Annuity Payments. If the amount of any Annuity Payment would be or become less than \$100, the Company will reduce the frequency of payments to an interval which will result in each payment being at least \$100.

Basis of Payments. The Annuity Tables are based on 50% of the 2000 Individual Annuity Mortality Table with an annual effective interest rate of 2%.

Annuity Options. The following Annuity Options may be elected:

Option 1 - Life Annuity: A monthly income payable during the lifetime of the Annuitant and terminating with the last payment preceding the Annuitant's death.

Option 2 - Life Annuity with a Guaranteed Period: A monthly income payable during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for less than a stated certain period, which may be 5, 10, 15 or 20 years, as elected, the monthly income will be continued during the remainder of the elected period.

Option 3 - Survivorship Annuity: A monthly income payable during the joint lifetime of the Annuitant and another named individual, and after the death of the Annuitant, a monthly income during the lifetime of the survivor equal to a percentage of the amount payable during the joint lifetimes, and ceasing with the last income payment due prior to the death of the survivor.

Option 4: Any other option that is mutually agreed upon between the Annuitant and the Company.

Election of Annuity Option. If an annuity option is required by the Plan and the Participant does not make an election, the Annuity Option will be a Life Annuity if the Participant is not married, and a Survivorship Annuity if the Participant is married, with the percentage payable to the survivor as provided in the Plan.

Payee. The Annuitant will be the payee of the Annuity Payments.

TERMINATION AND WITHDRAWAL PROVISIONS

Termination of Participation. A Participant will cease to be a Participant upon the earliest of the following dates:

1. the date the Contractholder requests, on behalf of the Participant, payment of the entire Annuity Accumulation Value pursuant to the Termination and Withdrawal Provisions; or
2. the date of the Participant's death.

Termination of Benefits (Surrenders). Subject to the provisions of the Plan and the Withdrawal restrictions below, The Company will pay to the Contractholder for the account of the Participant the Participant's Annuity Accumulation Value, less the Surrender Charge, at any time prior to the Annuity Commencement Date upon proper written request to the Company by the Contractholder. Such payment will be in lieu of all other benefits under the Contract as to such Participant and any other Annuitant with respect to the Participant.

Withdrawal Benefits (Partial Surrenders). Subject to the provisions of the Plan and the Withdrawal restrictions below, the Contractholder may withdraw for the benefit of the Participant a portion of the Annuity Accumulation Value less the Surrender Charge prior to the Annuity Commencement Date by filing a written request with the Company at its Home Office on a form furnished by the Company. The amount of such withdrawal will not be less than \$500 or the entire Annuity Accumulation Value less the Surrender Charge, whichever is smaller. Such withdrawal will, by the amounts withdrawn, be in lieu of the benefits otherwise provided under the Contract as to such Participant and any other Annuitant with respect to the Participant.

A withdrawal will result in a reduction in the Annuity Accumulation Value. If the Annuity Accumulation Value, less applicable Surrender Charge, of any Participant is reduced by a partial withdrawal to an amount less than \$500, the Company may terminate the Participant's Certificate at its option. The remaining Annuity Accumulation Value, less Surrender Charge, will then be paid to the Plan on behalf of the Participant.

Contributions and interest will be withdrawn in the reverse order of their receipt and crediting by the Company so that the last contribution received by the Company and the last interest credited by the Company will be the first withdrawn, until sufficient contributions plus interest have been used to equal the amount of the withdrawal.

Withdrawal Restrictions. Withdrawals will be permitted as provided under the Plan, such as, but not limited to, when a Participant:

1. attains Age 59½;
2. is no longer an employee of the Employer;
3. dies;
4. becomes disabled (within the meaning of the Internal Revenue Code Section 72 (m)(7));
5. in the case of financial hardship; or
6. in the event of a qualified domestic relations order.

In accordance with the Plan, a Participant may request that any portion of the Annuity Accumulation Value, less the Surrender Charge, be withdrawn and transferred to another investment option allowed within the Plan. In such case, such amount will be transferred to the Contractholder for the account of the Participant under the Plan.

Except as otherwise provided below, any withdrawal or transfer will be subject to the Surrender Charge.

Required Minimum Distributions. Withdrawal Benefits must be made according to the provisions of Internal Revenue Code Section 401(a)(9) and will be in accordance with the provisions of the Plan.

Surrender Charge. Upon withdrawal of all or a portion of the Annuity Accumulation Value for any reason, a Surrender Charge as set forth below will be assessed, except for the following:

1. Attainment by Participant of age 70½;
2. Death of the Participant;
3. Payment to the Contractholder of any forfeited unvested portion of the Annuity Accumulation Value attributable to employer contributions upon termination of employment of the Participant without full vesting; or
4. Transfer to another contract with the Company as provided below.

The Surrender Charge is calculated at the time of each full or partial surrender as a percentage of the Annuity Accumulation Value.

For a partial surrender, the Surrender Charge will be deducted from the remaining Annuity Accumulation Value. The amount withdrawn may not exceed an amount for which the remaining Annuity Accumulation Value is insufficient to deduct the Surrender Charge.

The Surrender Charge is based on the number of complete Certificate Years from the Participant's Certificate Issue Date. Surrender Charges are determined in accordance with the following schedule:

SURRENDER CHARGES

<u>Number of Complete Certificate Years from Certificate Issue Date</u>	<u>% Charge</u>
0	9
1	7
2	5
3	3
4	2
5 and thereafter	0

Direct Transfer or Rollover to Contract Issued by the Company. Surrender charges will be waived for distributions directly transferred or directly rolled over into a contract issued by the Company pursuant to an eligible rollover distribution.

Transfers by Contractholder. The Contractholder may instruct the Company to transfer the Annuity Accumulation Value, less the Surrender Charge, for all Plan Participants under the Contract to another company.

DEFERRAL OF PAYMENTS FROM THE CONTRACT

The Company reserves the right to defer payment for a surrender from the Contract for the period permitted by law but not for more than six months after written election is received by the Company at the Company's Annuity Administrative Operations.

RESERVES, VALUES AND BENEFITS

Reserves are based on the Commissioner's Annuity Reserve method and are greater than, or equal to, those required by statute. Any values and death benefits that may be available under the Contract are not less than the minimum benefits required by any law of the state in which the Contract is delivered.

GENERAL PROVISIONS

Entire Contract. The Contract, including any endorsements and riders, the application of the Contractholder and the individual applications, if any, of the Participants are the entire contract between the parties. All statements made by the Contractholder or by any Participant will, in the absence of fraud, be deemed representations and not warranties. No such statement will void the Contract or reduce the benefits under the Contract or be used in defense to a claim hereunder unless it is contained in a written application, nor will any such statement of the Contractholder, except a fraudulent misstatement, be used at all to void the Contract after it has been in force for two years from the date of its issue, nor will any such statement of any Participant eligible for coverage under the Contract, except a fraudulent misstatement, be used at all in defense to a claim for loss incurred commencing after the Contract coverage with respect to which claim is made has been in effect for two years from the date it became effective.

Certificates. The Company will issue to the Contractholder for delivery to each Participant an individual Certificate. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Contract that apply to Participants. The Certificate is not a part of the Contract. Any conflict between the terms of the Certificate and the Contract will be decided in favor of the Contract. A copy of the Contract may be examined at the office of the Contractholder.

Incontestability. The Company will not contest the Contract/Certificate at any time following the Issue Date.

Non-Participating. The Contract/Certificate will not share in any distribution of dividends.

Nontransferable. The Contract is established for the exclusive benefit of the Participants. Except for an assignment pursuant to an alternate payee required by a qualified domestic relations order described in section 414(p) of the Code, it may not be assigned, pledged as collateral for a loan or as security for the performance of an obligation, except pursuant to a loan from the Contract or to the Company on surrender or settlement, and such benefits will not in any way be subject to any legal process or levy of execution upon, or attachment or garnishment proceedings against, the same for the payment of any claim against any such person.

Nonforfeitable. None of the rights under the Contract may be forfeited.

Misstatement of Age. The Company may require proof of age of the Annuitant before making any life Annuity Payments under the Contract. If the age of the Annuitant has been misstated, the amount payable will be the amount that the Annuity Accumulation Value would have provided at the correct age.

Once Annuity Payments have begun, any underpayments will be made up in one sum with the next Annuity Payment. Any overpayments will be deducted from future Annuity Payments until the total is repaid.

Certificate Settlement. The Certificate must be returned to the Company prior to any settlement. Prior to any payment of a death claim, due proof of death must be submitted to the Company.

Protection of Proceeds. No Beneficiary may commute, encumber, alienate or assign any payments under the Contract. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any payee or to any judicial process to levy upon or attach the same for payment thereof.

Reports. At least once each Calendar Year the Company will furnish the Plan with a report showing each Participant's Annuity Accumulation Value and any other information as may be required by law.

Taxes. Any taxes paid to any governmental entity relating to the Contract will be deducted from the Contributions or Annuity Accumulation Value when incurred. The Company will, at the Company's sole discretion, determine when taxes have resulted from either receipt by the Company of the Contributions or commencement of Annuity Payments. The Company may, at the Company's sole discretion, pay taxes when due and deduct that amount from the Annuity Accumulation Value at a later date. Payment at an earlier date does not waive any right the Company may have to deduct amounts at a later date. The Company will deduct any withholding taxes required by applicable law.

Evidence of Survival. The Company may require satisfactory evidence of the continued survival of any person(s) on whose life Annuity Payments are based.

Modification of Contract. The Company may modify the Contract in order to maintain compliance with applicable state, the Code or other applicable federal law. The Contract may be changed or altered only by the Company's President or Secretary. A change or alteration will be made in writing.

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60	3.54	80	6.33
61	3.61		
62	3.69		
63	3.77		
64	3.86		
65	3.95		

Values for Ages not shown in this Table will be furnished upon request and will be calculated on the same basis as those shown in this Table.

CERTIFICATE SCHEDULE

CONTRACTHOLDER: { Trustees of the "ABC" Company Employees 401(a)/401(k) Plan }

PARTICIPANT: { John Doe }

CONTRACT NUMBER: { }

CERTIFICATE ISSUE DATE: { }

AGE AT ISSUE: { }

MATURITY DATE: { }

I.D. NO.: { }

PLAN TYPE: { 401(a)/401(k) }

BENEFICIARY: As designated by the Participant in the Plan

MINIMUM GUARANTEED INTEREST RATE: { 1% - 3% }

THIS CERTIFICATE SCHEDULE IS ATTACHED TO AND MADE A PART OF THIS CERTIFICATE. THIS CERTIFICATE SCHEDULE REPLACES AND CANCELS ALL OTHER CERTIFICATE SCHEDULES ISSUED PRIOR TO THE DATE SHOWN BELOW FOR THE PERSON NAMED UNDER THIS CERTIFICATE.



FIDELITY SECURITY LIFE INSURANCE COMPANY

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

ENDORSEMENT

By attachment of this Endorsement, the Contract/Certificate is amended by the following:

{LOANS

Requirements. Subject to the provisions of the Plan, and if the Plan permits, prior to the Annuity Commencement Date, the Company will make loans in accordance with this provision. Any such loans will be made only after the Company has received a properly completed loan application from the Contractholder.

No loan will be made for an amount which, when combined with the loan balances of all similar loans to the Participant, exceeds the lesser of:

1. \$50,000 reduced by the excess of the highest outstanding loan balance of all other such loans of the Participant during the one year period ending on the day before the date the loan is made over the outstanding balance of all similar loans of the Participant on the date the loan is made;
2. 50% of the Participant's Annuity Accumulation Value.

Withdrawals, surrenders or transfers may not be made if after such withdrawal, surrender or transfer the remaining Annuity Accumulation Value would no longer support any outstanding loan.

Any such loan will be secured by the Participant's remaining interest in the Contract. The amount of such account which shall be encumbered as security for such loan will always equal the loan balance.

The Participant's Annuity Accumulation Value shall be reduced at the time of the loan by the amount of the loan. The amounts loaned shall be determined on a last-in, first-out basis.

Interest. Interest will accrue on the loan balance from the effective date of the loan. The interest rate will be the rate established under the Plan. All loan payments will be credited to the Participant's Annuity Accumulation Value.

Deferred Surrender Charge in the event of Default. If any loan payment is not made by the end of the calendar quarter following the quarter in which the payment is due, as reflected on the amortization schedule prepared by the Contractholder, the entire outstanding balance of the loan (less unpaid interest) shall be considered for purposes of this Contract to have been withdrawn, and the Surrender Charge, determined as of the date of default, shall be deducted from the remaining Annuity Accumulation Value.

All loan balances under the Contract must be paid or satisfied in full before any amount is applied on the Participant's behalf to provide benefits under the Annuity Options, pay a death benefit, or a Surrender Benefit.

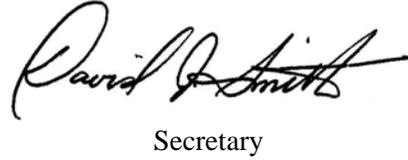
Miscellaneous. The Company reserves its right to delay the making of a loan under the Contract for a period not to exceed six months from the date a completed loan application and agreement is received by the Company.

This Endorsement takes effect on the {later of the} {effective date of the Contract/Certificate to which it is attached} {or {Month Day, Year}} {shown in the Certificate Schedule}. This Endorsement terminates concurrently with the Contract/Certificate to which it is attached. It is subject to all the definitions, limitations, exclusions and conditions of the Contract/Certificate except as stated.

FIDELITY SECURITY LIFE INSURANCE COMPANY



Richard C. Jones
President



David J. Smith
Secretary



FIDELITY SECURITY LIFE INSURANCE COMPANY

Kansas City, Missouri
A STOCK COMPANY
(Herein Called the "Company")

APPLICATION FOR

401(a)/401(k) GROUP FLEXIBLE CONTRIBUTION DEFERRED FIXED ANNUITY CONTRACT

Application is made to the Fidelity Security Life Insurance Company (FSL), Kansas City, Missouri for a 401(a)/401(k) Flexible Contribution Deferred Fixed Annuity Contract by:

Legal Name of Contractholder _____

Contractholder Address _____
(Street) (City) (State) (Zip Code)

Contractholder Tax Identification Number _____

Employer _____
(Name) (Phone Number)

Employer Address _____
(Street) (City) (State) (Zip Code)

Employer Phone No. _____

{Correspondent} {Primary Contact}: _____ Title: _____

Phone Number: () _____ Fax Number: () _____

E-mail Address: _____

Payroll Deduction Frequency: { Weekly } { Bi-Monthly } { Every Two Weeks } { Monthly } { Other } _____

AGREEMENT

It is agreed that FSL is not a party to the Plan and that FSL is not liable or responsible for the impact(s) of any state or federal regulation (including tax benefits) that are applicable to the Plan. The Plan is the 401(a)/401(k) Plan the Employer has established under a 401(a)/401(k) Plan Adoption Agreement under which eligible employees may allocate all or a portion of their Contributions to this Flexible Contribution Deferred Fixed Annuity.

It is agreed that acceptance of any contract issued shall constitute approval by the applicant of the provisions in such contract.

{I hereby represent that I have reviewed the fraud warning notice (if applicable) on the reverse side of this application for the Group's state of domicile.} {Place Fraud Statement here.}

SIGNED AT _____ THIS _____ DAY OF _____, 20_____.

By Employer

(Authorized Signature)

(Title)

By Contractholder

(Authorized Signature)

(Title)

(Agent Signature)

{FRAUD WARNING NOTICE

{For residents of all states (except the following:)}	{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 is guilty of insurance fraud.}
{Arkansas}	{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.}
{Colorado}	{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.}
{District of Columbia}	{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.}
{Florida}	{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.}
{Kentucky}	{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.}
{Louisiana} {West Virginia}	{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.}
{Maine} {Tennessee} {Washington}	{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.}
{Maryland}	{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.}
{Kansas} {Nebraska} {Oregon} {Texas}	{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.}
{New Jersey}	{Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.}
{New Mexico}	{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.}
{Pennsylvania}	{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.}
{Virginia}	{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

Kansas City, Missouri
A STOCK COMPANY
(Herein Called the "Company")

GROUP ENROLLMENT FORM

401(a)/401(k) GROUP FLEXIBLE CONTRIBUTION DEFERRED FIXED ANNUITY CONTRACT

Contract Number: _____

Name: _____ SS#: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone #: _____ {E-mail address: _____}

Date of Birth: _____ Male Female Single Married

{Employer Name: _____}

I request insurance under the Group Contract issued by Fidelity Security Life Insurance Company and authorize the Contractholder to deduct from my earnings any required contributions.

The beneficiary chosen for this coverage is as designated in the Plan by me. The Plan is the 401(a)/401(k) Plan my Employer has established under a 401(a)/401(k) Plan Adoption Agreement.

{I hereby represent that I have reviewed the fraud warning notice (if applicable) on the reverse side of this application for the Group's state of domicile.} {Place Fraud Statement here.}

Enrollee's Signature _____ Date _____

{FRAUD WARNING NOTICE

{For residents of all states (except the following:)}	{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 is guilty of insurance fraud.}
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SERFF Tracking Number: FDLT-126251144 State: Arkansas
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 43115
Company Tracking Number: M-2019
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Group Flexible Contribution Deferred Fixed Annuity
Project Name/Number: 401(k)/401(a)/M-2019

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

Please see attached.

Attachment:

M-2019 Readability Certification.pdf

Item Status: **Status**
Date:

Bypassed - Item: Application

Bypass Reason: Applications are being filed for approval. Forms are listed under the Forms Schedule tab.

Comments:

