

SERFF Tracking Number: FDLT-127126750 State: Arkansas  
Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 48548  
Company Tracking Number: M-9114  
TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug  
Product Name: Group Outpatient Prescription Drug  
Project Name/Number: Group Outpatient Prescription Drug/Group Outpatient Prescription Drug / M-9114

## Filing at a Glance

Company: Fidelity Security Life Insurance Company

Product Name: Group Outpatient Prescription Drug SERFF Tr Num: FDLT-127126750 State: Arkansas  
Drug

TOI: H17G Group Health - Prescription Drug SERFF Status: Closed-Approved- State Tr Num: 48548  
Closed

Sub-TOI: H17G.000 Health - Prescription Drug Co Tr Num: M-9114 State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Rosalind Minor

Authors: Jennifer Glaser, Kelly Disposition Date: 04/22/2011

Humiston, Teresa Saling, Debbie

Oestreich, Kirsten Farmer

Date Submitted: 04/20/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Group Outpatient Prescription Drug

Project Number: Group Outpatient Prescription Drug / M-9114

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer

Filing Status Changed: 04/22/2011

State Status Changed: 04/22/2011

Created By: Jennifer Glaser

Corresponding Filing Tracking Number:

Filing Description:

Fidelity Security Life Insurance Company

NAIC #71870 FEIN #43-0949844

Group Indemnity Outpatient Prescription Drug Insurance

Policyholder: Employer Groups

M-9114AR - Policy

C-9114AR - Certificate

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 04/13/2011

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Overall Rate Impact:

Deemer Date:

Submitted By: Jennifer Glaser

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S-9114 - Schedule of Benefits  
A-01130 - Application  
A-01131 - Enrollment Form

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

This filing is for coverage sold via one-on-one direct agent sales to Employer Groups.

This product provides outpatient prescription drug benefits for prescription drugs purchased at retail pharmacies with an optional benefit for prescription drugs purchased by mail order. The tiers of benefits are variable, but the tier 1 level will always be included. Dependent coverage is optional at the Group level.

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 questions or need additional information, please do not hesitate to contact me at 1-800-648-8624 (extension 1143) or e-mail me at [jglaser@fslins.com](mailto:jglaser@fslins.com).

## Company and Contact

### Filing Contact Information

Jennifer Glaser, Sr. Contract Analyst  
3130 Broadway  
Kansas City, MO 64111-2406  
[jglaser@fslins.com](mailto:jglaser@fslins.com)  
800-648-8624 [Phone] 1143 [Ext]  
816-751-6026 [FAX]

### Filing Company Information

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

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? Yes  
Fee Explanation:

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Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Fidelity Security Life Insurance Company	\$50.00	04/20/2011	46799533
Fidelity Security Life Insurance Company	\$200.00	04/21/2011	46827476

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/22/2011	04/22/2011

### 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	04/21/2011	04/21/2011	Teresa Saling	04/21/2011	04/21/2011

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## **Disposition**

Disposition Date: 04/22/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *FDLT-127126750* State: *Arkansas*  
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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Form</b>	Policy	Approved-Closed	Yes
<b>Form</b>	Certificate	Approved-Closed	Yes
<b>Form</b>	Schedule	Approved-Closed	Yes
<b>Form</b>	Application	Approved-Closed	Yes
<b>Form</b>	Application	Approved-Closed	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 04/21/2011

Submitted Date 04/21/2011

Respond By Date

Dear Jennifer Glaser,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Policy, M-9114AR (Form)
- Certificate, C-9114AR (Form)
- Schedule, S-9114 (Form)
- Application, A-01130 (Form)
- Application, A-01131 (Form)

### Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$250.00. Please submit an additional \$200.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 04/21/2011  
Submitted Date 04/21/2011

Dear Rosalind Minor,

### Comments:

Thank you for your review.

### Response 1

Comments: In accordance with Rule and Regulation 57, please find an additional \$200.00 under the Filing Fee tab.

### Related Objection 1

Applies To:

- Policy, M-9114AR (Form)
- Certificate, C-9114AR (Form)
- Schedule, S-9114 (Form)
- Application, A-01130 (Form)
- Application, A-01131 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$250.00. Please submit an additional \$200.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

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No Rate/Rule Schedule items changed.

If you need any further information, please let us know.

Sincerely,

Debbie Oestreich, Jennifer Glaser, Kelly Humiston, Kirsten Farmer, Teresa Saling

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## Form Schedule

### Lead Form Number: M-9114

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 04/22/2011	M-9114AR	Policy/Cont ract/Fratern al Certificate	Policy	Initial		50.000	M-9114AR.pdf
Approved-Closed 04/22/2011	C-9114AR	Certificate	Certificate	Initial		50.000	C-9114AR.pdf
Approved-Closed 04/22/2011	S-9114	Schedule Pages	Schedule	Initial		50.000	S-9114.pdf
Approved-Closed 04/22/2011	A-01130	Application/ Enrollment Form	Application	Initial		50.000	A-01130.pdf
Approved-Closed 04/22/2011	A-01131	Application/ Enrollment Form	Application	Initial		50.000	A-01131.pdf



# FIDELITY SECURITY LIFE INSURANCE COMPANY

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

**POLICY NUMBER:** {PD-###}  
**POLICYHOLDER:** {"ABC" Employer}  
**STATE OF ISSUE:** { }  
**POLICY EFFECTIVE DATE:** {Month Day, Year}  
**POLICY ANNIVERSARY DATE:** {Month Day, Year and each Month Day thereafter}

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

The Policy is issued by acceptance of the application of the Policyholder (a copy of which is attached) and receipt by the Company of the premiums.

All periods of time under the Policy begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

The Policyholder may terminate the Policy on any date. The Company may terminate the Policy on {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date. Written notice must be provided to the Policyholder at least {30-90} days prior to termination.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY

  
President

  
Secretary

**GROUP INDEMNITY OUTPATIENT PRESCRIPTION DRUG POLICY**  
**THIS IS A LIMITED BENEFIT POLICY**  
**RENEWABLE AT THE OPTION OF THE COMPANY**  
*Please read the Policy carefully.*

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## DEFINITIONS

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

{**Benefit Period Maximum** means benefits paid to or on behalf of an Insured Person during a Benefit Period up to the maximum shown in the Schedule of Benefits.}

**Brand Name** means a drug: 1) approved by the Food and Drug Administration (FDA); and 2) protected by the trademark registration of the pharmaceutical company which produces such drug.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

{**Dependent** means any of the following whose coverage under the Policy has become effective and has not ended:

1. the Insured's lawful spouse{ or Domestic Partner};
2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {{21-27} years of age if a full-time student}}; and
4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company, but not more than once in any 12-month period.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

{**Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse", wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Employee** means a person employed by the Policyholder {and meeting the minimum hourly requirements shown in the Policyholder's application.} If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. {Employee also includes a retiree, but only if a retiree class is requested in the Policyholder's application.}}

**Employer** means the Policyholder {and includes any division, subsidiary or affiliated company wholly owned by the Policyholder} {and named in the Policyholder's application.}

**Formulary** means a list, provided by the Company, of Prescription Drugs that are covered under the Policy. The Formulary categorizes Prescription Drugs into tiers.

**Generic** means therapeutically equivalent drugs as determined by the Food and Drug Administration (FDA) that are identical to the Brand Name drugs in strength or concentration, dosage form and route of administration.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

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

**Insured** means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Legend Drug** means any medical substance whose label is required to bear the legend "Caution: Federal Law Prohibits Dispensing Without A Prescription," or a state restricted drug that may not require a prescription under federal law, but does require one under state law.

**Medically Necessary** means that a Prescription Drug is necessary and appropriate for the diagnosis or treatment of a condition based on generally accepted current medical practice. A Prescription Drug will not be considered Medically Necessary if:

1. it is provided only as a convenience to the Insured Person or provider;
2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
3. it exceeds (in scope, duration or intensity) that level of care which is 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.

The fact that a Physician may prescribe, order, recommend or approve a Prescription Drug does not, of itself, make the Prescription Drug Medically Necessary.

**Non-Participating Pharmacy** means a pharmacy that does not participate in a program used by the Company to provide Prescription Drugs in accordance with the provisions of the Policy.

**Outpatient** means a Prescription Drug is not taken in or administered by a hospital or any other health care facility or office.

**Participating Pharmacy** means a pharmacy that has agreed to participate in a program used by the Company to provide Prescription Drugs in accordance with the provisions of the Policy.

**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 Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the Employer in whose name the Policy is issued, as shown in the Schedule of Benefits.

**Prescription Drug** means all Outpatient Medically Necessary medications shown in the Formulary. A Prescription Drug:

1. requires a Physician's written prescription;
2. is dispensed in the name of the Insured Person by a licensed pharmacist;
3. is approved for treatment of the Insured Person's illness or injury;
4. is not specifically excluded under the terms of the Policy; and
5. is not taken while in or administered by a hospital or any other health care facility or office.

{ Vacation and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs are covered. }

**Schedule of Benefits** means the page that gives basic information about the Certificate. It includes such important items as the Policy Number, the Insured Persons and benefits.

## ELIGIBILITY AND EFFECTIVE DATE

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

**Newborn and Adopted Children Eligibility and Effective Date.** Coverage under the Policy for a newborn child, adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 31 days, whichever is later. After the premium due date or 31 days, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Outpatient Prescription Drugs due to injury, sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.

## BENEFITS

The following benefits are payable as shown in the Schedule of Benefits for Outpatient Prescription Drugs from a Participating or Non-Participating Pharmacy. {All benefit amounts are subject to the Benefit Period Maximum shown in the Schedule of Benefits.}

**Prescription Drugs Purchased at Retail Pharmacy.** The Company will pay the benefit shown in the Schedule of Benefits for a covered Prescription Drug.

If the Insured Person has the Prescription Drug filled or refilled at a Participating Pharmacy and presents the Insured Person's Prescription Drug card, the benefits are assigned to the Participating Pharmacy, and the Insured Person is required to pay any cost for the Prescription Drug above the benefit shown in the Schedule of Benefits.

If the Insured Person has the Prescription Drug filled or refilled at a Non-Participating Pharmacy or does not present the Insured Person's Prescription Drug card, the Insured Person must pay the full cost for the Prescription Drug at the time the Prescription Drug is filled or refilled and file a claim with the Company.

**{Prescription Drugs Purchased by Mail Order Participating Pharmacy.** If the Insured Person has the Prescription Drug filled or refilled by the Company's approved Mail Order Participating Pharmacy, the benefits are assigned to the Mail Order Participating Pharmacy, and the Insured Person is required to pay any cost for the Prescription Drug above the benefit shown in the Schedule of Benefits.}

## LIMITATIONS AND EXCLUSIONS

### Limitations

{If a Brand Name Prescription Drug is dispensed {solely upon the Insured Person's request} in lieu of an available Generic Prescription Drug, the Company will pay the benefit shown in the Schedule of Benefits for the Generic alternative.}

**{Dispensing Limits and Authorized Refills.** Retail Pharmacy: {the {greater} {lesser} of} a 30-day supply {or {100-unit} {specified unit} doses}. {Mail Order Pharmacy: 90-day supply {of a maintenance Prescription Drug or a 30-day supply of any other Prescription Drug}.}}

### Exclusions

The Policy does not provide any benefits for the following:

1. all Prescription Drugs not specifically listed in the Formulary;
2. all over-the-counter products and medications{, unless shown in the Formulary};
3. {all non-Legend Prescription Drugs{, unless shown in the Formulary};}
4. refills in excess of that specified by the prescribing Physician; or refills dispensed after one year from the original date of the prescription;
5. {all newly marketed pharmaceuticals or currently marketed pharmaceuticals with a new FDA approved indication for a period of one year from such FDA approval for its intended indication{, unless shown in the Formulary};}
6. {any drug labeled "Caution - Limited by Federal Law for Investigational Use" or experimental drugs{, unless shown in the Formulary};}
7. {any drug that the FDA has determined to be contraindicated for the specific treatment;}
8. {drugs needed due to conditions caused, directly or indirectly, by an Insured Person taking part in a riot or other civil disorder;} {or the Insured Person taking part in the commission of a felony;}
9. {drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war;} {or drugs dispensed to an Insured Person while on active duty in any Armed Forces;}
10. {any expenses related to the administration of any drug;}
11. {needles or syringes{,unless shown in the Formulary};}
12. {drugs or medicines taken while in or administered by a hospital or any other health care facility or office;}
13. {drugs covered under Workers' Compensation, Medicare or other Governmental program;}
14. {drugs, medicines or products that are not Medically Necessary;} or
15. {Brand Name Prescription Drugs.}

## TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination; {or}
2. any date the Policyholder requests termination; {or}
3. {the next premium due date following the date the Policyholder's number of covered Employees falls below the Company's guidelines.}

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

1. the date the Policy terminates;
2. the date the required premium has not been paid, except as provided in the Grace Period provision;
3. the date the Insured submits a fraudulent claim; {or}

4. {{the first day of the month following} the date the Insured is no longer an Employee of the Policyholder; } {or}
5. {the date the Insured is no longer in an eligible class;} {or}
6. {for retirees, the date the Insured attains age 65.}

**Termination of Dependent's Coverage under the Policy.** The Dependent's coverage under the Policy automatically ends on the first of the following dates:

1. the date the Insured's coverage terminates;
2. the date the required premium has not been paid, except as provided in the Grace Period provision;
3. the date the Dependent submits a fraudulent claim;
4. the date the Dependent ceases to be an eligible Dependent, as defined;
5. {the date the Insured's spouse attains age 65;} or
6. the date the Policy is modified to exclude Dependent coverage.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Exceptions.** If an Insured's premium is paid, coverage may be continued while that Insured is:

1. on approved leave of absence;
2. on temporary layoff;
3. on temporary part-time work basis; or
4. off work due to sickness or injury.

Such coverage may continue to the earlier of:

1. six months after the Insured's last day of full-time work; or
2. the end of the period for which the premium is paid.

## **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. {The initial premium rates are shown in the Policyholder's application.}

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least {31 – 120} days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The 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. Coverage will terminate at the end of the grace period if all premiums 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. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

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

## CLAIM PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company at the Company's Home Office, or to its authorized administrator{, "ABC" Administrator,} or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the 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 the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured, unless assigned. If 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, 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 the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim.

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

## GENERAL PROVISIONS

**Certificates.** The Company will furnish a Certificate {for each Insured} to the Policyholder. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the 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 the 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.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder, the Insured, the Insured's Beneficiary or personal representative, a copy of which has been furnished to the Policyholder, the Insured, the Insured's Beneficiary or personal representative.

**Amendments and Changes.** No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, 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 the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.



# FIDELITY SECURITY LIFE INSURANCE COMPANY

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

**{POLICY NUMBER:}** {PD-###}

**{POLICYHOLDER:}** {"ABC" Employer}

**{POLICY EFFECTIVE DATE:}** {Month Day, Year}

The Certificate is issued to Insureds of the {above} Policyholder whose coverage is in effect according to the Company's records.

The Certificate describes the principal provisions of the Policy. Benefits are provided only while coverage is in force for an Insured Person according to the terms of the Policy.

All periods of insurance begin and end at 12:01 a.m. Local Time at the Policyholder's business address.

This Certificate replaces all certificates that may have been previously issued to the Insured under the Policy.

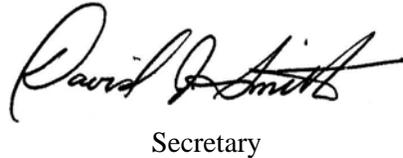
The Policy may be amended, changed, cancelled or discontinued without the consent of any Insured Person.

The Policy is issued by Fidelity Security Life Insurance Company at Kansas City, Missouri on the Policy Effective Date.

FIDELITY SECURITY LIFE INSURANCE COMPANY



Richard C. Jones  
President



David J. Smith  
Secretary

**GROUP INDEMNITY OUTPATIENT PRESCRIPTION DRUG CERTIFICATE**  
**THIS IS A LIMITED BENEFIT CERTIFICATE**  
**RENEWABLE AT THE OPTION OF THE COMPANY**  
*Please read the Certificate carefully.*

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## DEFINITIONS

**Benefit Period** means the period of time when benefits are payable. Unless stated otherwise in the Schedule of Benefits, a Benefit Period is a Calendar Year.

{**Benefit Period Maximum** means benefits paid to or on behalf of an Insured Person during a Benefit Period up to the maximum shown in the Schedule of Benefits.}

**Brand Name** means a drug: 1) approved by the Food and Drug Administration (FDA); and 2) protected by the trademark registration of the pharmaceutical company which produces such drug.

**Calendar Year** means the period that starts with the Insured Person's Effective Date and ends on December 31st of the first year. Each following Calendar Year will start on January 1st of any year and end on December 31st of that year.

{**Dependent** means any of the following whose coverage under the Policy has become effective and has not ended:

1. the Insured's lawful spouse{ or Domestic Partner};
2. {the child or children of the Insured or the Insured's spouse who are under 26 years of age;}
3. {the unmarried Dependent child or children of the Insured or of the Insured's spouse who are under {19-27} years of age {{21-27} years of age if a full-time student}}; and
4. the unmarried handicapped Dependent child of the Insured or of the Insured's spouse who has attained age {19-27}, provided such child was an Insured Person on the day immediately prior to attaining age {19-27}, is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity must be furnished to the Company, but not more than once in any 12-month period.

Dependent includes a step-child, foster child, {grandchild,} legally adopted child, child for whom the Insured is a party to a suit for adoption, child who has been placed in the Insured's home for adoption and child under the Insured's legal guardianship, if such child depends primarily on the Insured for support. Dependent will also include a child for whom the Insured is legally required to support due to court order or divorce decree. {Full-time, as used in this definition, means actively attending at least the minimum number of hours of class a week the school considers as full-time status.}}

{**Domestic Partner** means an adult who is in a committed relationship with the Insured and the Insured and the Domestic Partner are mutually responsible for one another financially and otherwise. The term "spouse", wherever used, will include a Domestic Partner.}

**Effective Date** means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured Person, the date the Insured Person becomes covered under the Policy as shown in the Company's records. The Effective Date will begin at 12:01 a.m. Local Time at the Policyholder's business address.

**Employee** means a person employed by the Policyholder {and meeting the minimum hourly requirements shown in the Policyholder's application.} If the Employer is a proprietorship or partnership, the individual proprietor or each of the partners is an Employee only if engaged in the regular business of the Employer for the minimum hourly requirement shown in the Policyholder's application. No director of a corporate Employer is an Employee solely because of such directorship. {Employee also includes a retiree, but only if a retiree class is requested in the Policyholder's application.}}

**Employer** means the Policyholder {and includes any division, subsidiary or affiliated company wholly owned by the Policyholder} {and named in the Policyholder's application.}

**Formulary** means a list, provided by the Company, of Prescription Drugs that are covered under the Policy. The Formulary categorizes Prescription Drugs into tiers.

**Generic** means therapeutically equivalent drugs as determined by the Food and Drug Administration (FDA) that are identical to the Brand Name drugs in strength or concentration, dosage form and route of administration.

**Home Office** means the Company's office located at {3130 Broadway, Kansas City, Missouri, 64111-2406}.

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

**Insured** means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

**Insured Person** means either an Insured or Dependent.

**Legend Drug** means any medical substance whose label is required to bear the legend "Caution: Federal Law Prohibits Dispensing Without A Prescription," or a state restricted drug that may not require a prescription under federal law, but does require one under state law.

**Medically Necessary** means that a Prescription Drug is necessary and appropriate for the diagnosis or treatment of a condition based on generally accepted current medical practice. A Prescription Drug will not be considered Medically Necessary if:

1. it is provided only as a convenience to the Insured Person or provider;
2. it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
3. it exceeds (in scope, duration or intensity) that level of care which is 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.

The fact that a Physician may prescribe, order, recommend or approve a Prescription Drug does not, of itself, make the Prescription Drug Medically Necessary.

**Non-Participating Pharmacy** means a pharmacy that does not participate in a program used by the Company to provide Prescription Drugs in accordance with the provisions of the Policy.

**Outpatient** means a Prescription Drug is not taken in or administered by a hospital or any other health care facility or office.

**Participating Pharmacy** means a pharmacy that has agreed to participate in a program used by the Company to provide Prescription Drugs in accordance with the provisions of the Policy.

**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 Person or a member of the Insured Person's Immediate Family.

**Policyholder** means the Employer in whose name the Policy is issued, as shown in the Schedule of Benefits.

**Prescription Drug** means all Outpatient Medically Necessary medications shown in the Formulary. A Prescription Drug:

1. requires a Physician's written prescription;
2. is dispensed in the name of the Insured Person by a licensed pharmacist;
3. is approved for treatment of the Insured Person's illness or injury;
4. is not specifically excluded under the terms of the Policy; and
5. is not taken while in or administered by a hospital or any other health care facility or office.

{ Vacation and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs are covered. }

**Schedule of Benefits** means the page that gives basic information about the Certificate. It includes such important items as the Policy Number, the Insured Persons and benefits.

## ELIGIBILITY AND EFFECTIVE DATE

New eligible persons will be added from time to time. In no event will coverage for any person become effective before the Policy Effective Date.

**Insured Eligibility and Effective Date.** Eligibility requirements are defined in the Policyholder's application. Coverage will be effective on the {first day of the month following the Insured's date of hire} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Insured's individual enrollment form}, subject to approval of the Insured's individual enrollment form, if any, and payment of the first premium.

**Dependent Eligibility and Effective Date.** Insurance may be available to Dependents only if the Insured is eligible for such insurance under the Policy. An Insured's Dependents will be eligible for insurance under the Policy if the Dependent meets the eligibility requirements in the Policyholder's application. Coverage will be effective on the {first day of the month following the date the Dependent first became eligible} {date shown in the Company's records} {first day of the month} {15<sup>th</sup> of the month} {date of receipt of the Dependent's individual enrollment form}, subject to approval of the Dependent's individual enrollment form, if any, and payment of the first premium. In no event, will coverage for any Dependent become effective before the Insured's Effective Date.

**Newborn and Adopted Children Eligibility and Effective Date.** Coverage under the Policy for a newborn child, adopted child, child placed with the Insured for adoption, or child for whom the Insured is a party in a suit to adopt will be effective from the moment of birth, adoption, placement, or filing of such suit and will continue until the next premium due date or 31 days, whichever is later. After the premium due date or 31 days, if additional premium is required, coverage will continue only if the Company has been notified in writing, within 90 days after the birth for the newborn child or within 60 days after the date of adoption or filing the petition for adoption, and any additional premium due has been paid. Coverage for a newly born child will include coverage for Outpatient Prescription Drugs due to injury, sickness, congenital defects, birth abnormalities and premature birth. In no event will coverage for such child become effective before the Insured's Effective Date.

## BENEFITS

The following benefits are payable as shown in the Schedule of Benefits for Outpatient Prescription Drugs from a Participating or Non-Participating Pharmacy. {All benefit amounts are subject to the Benefit Period Maximum shown in the Schedule of Benefits.}

**Prescription Drugs Purchased at Retail Pharmacy.** The Company will pay the benefit shown in the Schedule of Benefits for a covered Prescription Drug.

If the Insured Person has the Prescription Drug filled or refilled at a Participating Pharmacy and presents the Insured Person's Prescription Drug card, the benefits are assigned to the Participating Pharmacy, and the Insured Person is required to pay any cost for the Prescription Drug above the benefit shown in the Schedule of Benefits.

If the Insured Person has the Prescription Drug filled or refilled at a Non-Participating Pharmacy or does not present the Insured Person's Prescription Drug card, the Insured Person must pay the full cost for the Prescription Drug at the time the Prescription Drug is filled or refilled and file a claim with the Company.

**{Prescription Drugs Purchased by Mail Order Participating Pharmacy.** If the Insured Person has the Prescription Drug filled or refilled by the Company's approved Mail Order Participating Pharmacy, the benefits are assigned to the Mail Order Participating Pharmacy, and the Insured Person is required to pay any cost for the Prescription Drug above the benefit shown in the Schedule of Benefits.}

## LIMITATIONS AND EXCLUSIONS

### Limitations

{If a Brand Name Prescription Drug is dispensed {solely upon the Insured Person's request} in lieu of an available Generic Prescription Drug, the Company will pay the benefit shown in the Schedule of Benefits for the Generic alternative.}

**{Dispensing Limits and Authorized Refills.** Retail Pharmacy: {the {greater} {lesser} of} a 30-day supply {or {100-unit} {specified unit} doses}. {Mail Order Pharmacy: 90-day supply {of a maintenance Prescription Drug or a 30-day supply of any other Prescription Drug}.}}

### Exclusions

The Policy does not provide any benefits for the following:

1. all Prescription Drugs not specifically listed in the Formulary;
2. all over-the-counter products and medications{, unless shown in the Formulary};
3. {all non-Legend Prescription Drugs{, unless shown in the Formulary};}
4. refills in excess of that specified by the prescribing Physician; or refills dispensed after one year from the original date of the prescription;
5. {all newly marketed pharmaceuticals or currently marketed pharmaceuticals with a new FDA approved indication for a period of one year from such FDA approval for its intended indication{, unless shown in the Formulary};}
6. {any drug labeled "Caution - Limited by Federal Law for Investigational Use" or experimental drugs{, unless shown in the Formulary};}
7. {any drug that the FDA has determined to be contraindicated for the specific treatment;}
8. {drugs needed due to conditions caused, directly or indirectly, by an Insured Person taking part in a riot or other civil disorder;} {or the Insured Person taking part in the commission of a felony;}
9. {drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war;} {or drugs dispensed to an Insured Person while on active duty in any Armed Forces;}
10. {any expenses related to the administration of any drug;}
11. {needles or syringes{,unless shown in the Formulary};}
12. {drugs or medicines taken while in or administered by a hospital or any other health care facility or office;}
13. {drugs covered under Workers' Compensation, Medicare or other Governmental program;}
14. {drugs, medicines or products that are not Medically Necessary;} or
15. {Brand Name Prescription Drugs.}

## TERMINATION OF INSURANCE

**Termination of the Policy.** The Policy may be terminated on the first of the following dates:

1. {any premium due date} {the first day of any month} {any date} on or after the first Policy Anniversary Date the Company requests termination. Written notice must be provided to the Policyholder at least {30-90} days prior to termination; {or}
2. any date the Policyholder requests termination; {or}
3. {the next premium due date following the date the Policyholder's number of covered Employees falls below the Company's guidelines.}

**Termination of Insured's Coverage under the Policy.** An Insured's coverage under the Policy automatically ends on the first of the following dates:

1. the date the Policy terminates;
2. the date the required premium has not been paid, except as provided in the Grace Period provision;
3. the date the Insured submits a fraudulent claim; {or}

4. {{the first day of the month following} the date the Insured is no longer an Employee of the Policyholder; } {or}
5. {the date the Insured is no longer in an eligible class;} {or}
6. {for retirees, the date the Insured attains age 65.}

**Termination of Dependent's Coverage under the Policy.** The Dependent's coverage under the Policy automatically ends on the first of the following dates:

1. the date the Insured's coverage terminates;
2. the date the required premium has not been paid, except as provided in the Grace Period provision;
3. the date the Dependent submits a fraudulent claim;
4. the date the Dependent ceases to be an eligible Dependent, as defined;
5. {the date the Insured's spouse attains age 65;} or
6. the date the Policy is modified to exclude Dependent coverage.

Termination of the insurance of any Insured Person will be without prejudice to any claim originating before the date of termination.

**Exceptions.** If an Insured's premium is paid, coverage may be continued while that Insured is:

1. on approved leave of absence;
2. on temporary layoff;
3. on temporary part-time work basis; or
4. off work due to sickness or injury.

Such coverage may continue to the earlier of:

1. six months after the Insured's last day of full-time work; or
2. the end of the period for which the premium is paid.

## **PREMIUMS**

The Company provides insurance coverage in return for premium payment. Premiums are payable to the Company. The Insured Person's first premium is due on the Insured Person's Effective Date. Premiums must be paid to the Company on or before the due date. {The initial premium rates are shown in the Policyholder's application.}

**Premium Changes.** The Company has the right to change the premium rates on any premium due date {on or after the first Policy Anniversary Date}. The Company will provide written notice at least {31 – 120} days before the date of change. The premium rates also may be changed at any time the terms of the Policy are changed.

**Grace Period.** The 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. Coverage will terminate at the end of the grace period if all premiums 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. The grace period will not apply if the Company receives written notice of the Policyholder's or the Insured's intent to terminate coverage.

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

## CLAIM PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after a covered loss occurs, or as soon after that as is reasonably possible. Notice must be given by or on behalf of the claimant to the Company at the Company's Home Office, or to its authorized administrator{, "ABC" Administrator,} or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

**Claim Forms.** The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the 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 the Policy will be paid immediately upon receipt of due written proof of loss.

**Payment of Claims.** All benefits will be payable to the Insured, unless assigned. If 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, 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 the amount allowed by the law of the state in which the minor or incompetent resides. Such payment will be made to the legal guardian of the minor or incompetent. Any payment made by the Company in good faith under this provision will fully discharge the Company to the extent of the payment.

**Assignment.** Benefits under the Policy may be assigned.

**Right of Recovery.** If payment for claims exceeds the maximum amount payable under any benefit provisions or riders of the Policy, the Company has the right to recover the excess of such payments.

**Physical Examination.** The Company, at the Company's expense, will have the right and opportunity to examine any Insured Person for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim.

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

## GENERAL PROVISIONS

**Certificates.** The Company will furnish a Certificate {for each Insured} to the Policyholder. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to the Insured Person. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

**Choice of Physician.** The Insured Person is free to be treated by any Physician the Insured Person chooses.

**Clerical Error.** Clerical errors or delays in keeping records for the 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 the 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.** The entire contract between the parties includes the Policy, any endorsement and riders, the Policyholder's application (that is attached to the Policy when issued) and the Insured's individual enrollment form, if any. All statements made by the Policyholder or an Insured will, in the absence of fraud, be deemed representations and not warranties, and no such statement will be used in defense of a claim hereunder unless it is contained in a written instrument signed by the Policyholder, the Insured, the Insured's Beneficiary or personal representative, a copy of which has been furnished to the Policyholder, the Insured, the Insured's Beneficiary or personal representative.

**Amendments and Changes.** No agent is authorized to alter or amend the Policy, or to waive any conditions or restrictions herein, or to extend the time for paying a premium. The Policy and the Certificate may be amended at any time, in writing, by mutual agreement between the Policyholder and the Company without the consent of the Insured, 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 the Policy or to waive or lapse any of the Company's rights or requirements.

**Incontestability.** After the Policy has been in force for two years, it can only be contested for nonpayment of premiums. No statement made by an Insured Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

**Insurance Data.** The Policyholder must give the Company the names and ages of all individuals initially insured. The names of persons who later become eligible (whether or not they become insured), and the names of those who cease to be eligible must also be given. The eligibility dates and any other necessary data must be given to the Company so that the premium can be determined.

The Company has the right to audit the Policyholder's books and records as they relate to this insurance. The Company can authorize someone else to perform the audit. Any such inspection may be done at any reasonable time.

**Workers' Compensation.** The Policy is not a Workers' Compensation policy. The Policy does not satisfy any requirement for coverage by Workers' Compensation Insurance.

## SCHEDULE OF BENEFITS

<b>Policyholder:</b>	{"ABC" Employer}				
<b>{Policy Effective Date:</b>	{Month Day, Year}}				
<b>Insured Person:</b> {All Employees in an Eligible Class} {All Eligible Dependents, if Elected}	<b>Policy Number:</b> {PD-XXX}				
<b>{{New Employee} Waiting Period</b>	{As selected by the Policyholder} {{0 – 90 } days}}				
<b>{Open Enrollment Period</b>	{As selected by the Policyholder} {Month Day – Month Day}}				
<b>{Benefit Period</b>	{Month Day – Month Day}}				
<b>{Benefit Period Maximum</b> {per Insured Person {per family{*}}	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;">{\$250 – \$250,000}}</td> </tr> <tr> <td></td> <td>{\$500 – \$500,000}}</td> </tr> </table>		{\$250 – \$250,000}}		{\$500 – \$500,000}}
	{\$250 – \$250,000}}				
	{\$500 – \$500,000}}				

{\* The total family maximum may only be met by a combination of two or more family members.}}

	<b>Benefit</b>	
<b>Prescription Drug Benefit – Retail Pharmacy:</b>	<b>Generic</b>	<b>{Brand</b>
<b>Tier 1:</b>	{\$0 – \$5,000}	{\$0 – \$5,000} {N/A}
<b>{{Tier 2:</b>	{\$0 – \$5,000}	{\$0 – \$5,000} {N/A}}
<b>{{Tier 3:</b>	{\$0 – \$5,000}	{\$0 – \$5,000} {N/A}}
<b>{{Tier 4:</b>	{\$0 – \$5,000}	{\$0 – \$5,000} {N/A}}
<b>{{Tier 5:</b>	{\$0 – \$5,000}	{\$0 – \$5,000} {N/A}}
<b>{{Tier 6:</b>	{\$0 – \$5,000}	{\$0 – \$5,000} {N/A}}
<b>{{Tier 7:</b>	{\$0 – \$5,000}	{\$0 – \$5,000} {N/A}}
<b>{Tier 8:</b>	{\$0 – \$5,000}	{\$0 – \$5,000} {N/A}}
<b>{Tier 9:</b>	{\$0 – \$5,000}	{\$0 – \$5,000} {N/A}}
<b>{Tier {10 – 20):</b>	{\$0 – \$5,000}	{\$0 – \$5,000} {N/A}}
<b>{Prescription Drug Benefit – Mail Order Pharmacy:</b>	{1 – 3} times Retail Pharmacy Benefit	{{1 – 3} times Retail Pharmacy Benefit} {N/A}}

# Application for Group Indemnity Outpatient Prescription Drug Insurance

Underwritten by Fidelity Security Life Insurance Company  
Kansas City, Missouri

Policy No. {\_\_\_\_\_}

## I. GROUP INFORMATION

Group Name: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

DBA Name (if other than above): \_\_\_\_\_

Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

{Correspondent}{Primary Contact}: \_\_\_\_\_ Title: \_\_\_\_\_ }

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Type of Business:  Proprietorship  Corporation  Other (Specify): \_\_\_\_\_

{If any subsidiary or affiliated companies are to be insured or any Employees/Members are working at a location other than the address above, please explain. \_\_\_\_\_ }

Billing Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ }

{If you have subsidiaries, affiliated companies, or divisions who use another name and will be covered by this plan, AND require separate billing invoices, please attach the following information on a separate sheet of paper signed by you:

- Name
- Address
- Billing Contact and Phone Number}

Requested Effective Date: \_\_\_\_\_ at 12:01 a.m.}

{Open Enrollment Period from \_\_\_\_\_ to \_\_\_\_\_ }

Will this plan replace any existing coverage?  Yes  No

## {II. PLAN SELECTION

{Benefit Package Selected:

Plan {A}

Generic Only}

Plan {B}

Generic Plus Brand}

Benefit Period\*:

\_\_\_\_\_  
Month Day – Month Day

Maximum Benefit per Benefit Period: \_\_\_\_\_

*\*If not specified, a Benefit Period will be a Calendar Year.*

{Plan Benefits are shown in the attached proposal page.}

## {III. PREMIUMS

{Contribution towards premium  Yes  No}}

Group's Premium Contribution for: Employees/Members: \_\_\_\_\_ % Dependents: \_\_\_\_\_ %

Employee's/Member's Premium Contribution for: Employees/Members: \_\_\_\_\_ % Dependents: \_\_\_\_\_ %

{Premium received with application: \$ \_\_\_\_\_ }

{Premiums shall be {payable in advance} {in arrears} at the rates {set forth in the following Schedule of Premiums} {included on the attached proposal page.}}

## {IV. SCHEDULE OF PREMIUMS

**{V.} ELIGIBILITY**

{Number of Employees/Members: \_\_\_\_\_} {Number Applying: \_\_\_\_\_}  
{Number of Dependents: \_\_\_\_\_} {Number of Retirees: \_\_\_\_\_}  
Minimum Hourly requirement per week: \_\_\_\_\_  
Number of persons on COBRA or FMLA continuation: Employees \_\_\_\_\_ Dependents \_\_\_\_\_  
Are Retirees covered under this Plan?  Yes  No If "Yes", number of Retirees \_\_\_\_\_  
{Are Domestic Partners covered under this Plan?\*  Yes  No}  
Dependent Children Covered to Age\*\*  19  21  26  Other \_\_\_\_\_  
Dependent Children Covered if Full-Time Student\*\*  Yes  No  
If "Yes", Dependent Full-Time Student Covered to\*\*  21  25  27  Other \_\_\_\_\_

\*Except as required by state law.

\*\*Unless state law has different requirements for Dependent Child status.

{Note: Please attach a list of participants (the list may be a hard copy, on disc, or electronic).}

**{PROBATIONARY} {WAITING} PERIOD**

For New Employees/Members:  30 days  60 days  90 days  180 days  Other \_\_\_\_\_  
Probationary Period is waived for present Employees/Members:  Yes  No

The Group hereby makes application to Fidelity Security Life Insurance Company for Group Indemnity Outpatient Prescription Drug Insurance. The Group agrees to maintain and furnish any records necessary to administer this plan and to forward premiums due.

The Group certifies that all the information shown on this application and any attachments are correct and complete as of the date this application is signed. The Group understands that the Company intends to rely on this information in determining whether or not the enrolling Employees/Members {and their Dependents} may become insured. It is further understood and agreed that **NO INSURANCE WILL BECOME EFFECTIVE UNTIL APPROVED BY THE COMPANY**; and that no field representative of the Company has the authority to modify any conditions of the application or the Policy by making any promise or representation.

**{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.}**

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signed for the Group:  \_\_\_\_\_ Title: \_\_\_\_\_

**WRITING AGENT'S CERTIFYING STATEMENT**

I certify that I have accurately recorded on this application the information supplied by the applicant {and I am properly licensed in the state in which the Group is domiciled}.

Firm Name (print): \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
Agent Name (print): \_\_\_\_\_ SS#: \_\_\_\_\_  
Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Primary Contact: \_\_\_\_\_ Secondary Contact: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Commission checks payable to  Firm  Agent  
Agent's Signature:  \_\_\_\_\_

PLEASE CHECK ONE OF THE FOLLOWING:

- I have been appointed by Fidelity Security Life Insurance Company (FSL) FSL Agent No.: \_\_\_\_\_  
The commission schedule is attached.
- I have not been appointed by Fidelity Security Life Insurance Company (FSL)  
My Agent application package is attached:
  - FSL Agent Data Sheet
  - FSL Agent Commission Agreement
  - License Copy

NOTE: Agent commission will not be paid until appointment has been completed.

**{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 is guilty of insurance fraud.}
<b>{Arkansas} {Louisiana} {Rhode Island} {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>{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>{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>{Kansas} {Nebraska} {Oregon} {Texas}</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>{North Carolina}</b>	{Any person with the intent to injure, defraud, or deceive an insurer or insurance claimant is guilty of a crime (Class H felony) which may subject the person to criminal and civil 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.}



# GROUP INDEMNITY OUTPATIENT PRESCRIPTION DRUG INSURANCE ENROLLMENT FORM

Policy No. {M-XXXX}

Underwritten by Fidelity Security Life Insurance Company, Kansas City, MO.

Please complete enrollment form by typing or printing in ink.

{Group Name: \_\_\_\_\_ }

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Sex:  Male  Female  
Month Day Year

{E-Mail Address: \_\_\_\_\_ } {Employment Date: \_\_\_\_\_ }

### {DEPENDENT INFORMATION

I request coverage for my dependents listed below:

Last Name	First	Middle Initial	Relationship	Date of Birth			Sex	
				MO	DAY	YR	M	F
				/	/		<input type="checkbox"/>	<input type="checkbox"/>
				/	/		<input type="checkbox"/>	<input type="checkbox"/>
				/	/		<input type="checkbox"/>	<input type="checkbox"/>
				/	/		<input type="checkbox"/>	<input type="checkbox"/>
				/	/		<input type="checkbox"/>	<input type="checkbox"/>
				/	/		<input type="checkbox"/>	<input type="checkbox"/>
				/	/		<input type="checkbox"/>	<input type="checkbox"/>

{I authorize the above group to deduct my contribution for insurance premium from my wages or salary.}

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

Signature:  \_\_\_\_\_ Date: \_\_\_\_\_

**{FRAUD WARNING NOTICE**

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<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.}
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<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.}

SERFF Tracking Number: FDLT-127126750 State: Arkansas  
 Filing Company: Fidelity Security Life Insurance Company State Tracking Number: 48548  
 Company Tracking Number: M-9114  
 TOI: H17G Group Health - Prescription Drug Sub-TOI: H17G.000 Health - Prescription Drug  
 Product Name: Group Outpatient Prescription Drug  
 Project Name/Number: Group Outpatient Prescription Drug/Group Outpatient Prescription Drug / M-9114

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> See attached. <b>Attachment:</b> Readability Certification.pdf	Approved-Closed	04/22/2011

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application <b>Comments:</b> The Application is on the Forms Schedule tab.	Approved-Closed	04/22/2011

**FIDELITY SECURITY LIFE INSURANCE COMPANY**  
Kansas City, Missouri

I, AN OFFICER OF Fidelity Security Life, certify that the Flesch reading ease score for policy form(s) \_\_\_\_\_\* meets the minimum requirements of the NAIC Policy Language Model Simplification Act.

In accordance with the NAIC Model Act, certain language has been excepted. Such language includes the following: (a) name and address of Fidelity Security Life Insurance Company; name, number and title of the policy; index page; captions and subcaptions; specifications pages, schedules and tables; (b) all words defined in the policy; and (c) medical terminology, if applicable.

\* M-9114AR  
C-9114AR  
S-9114  
A-01130  
A-01131

Combined = 50



Martha E. Madden  
Vice President and General Counsel

April 20, 2011  
Date