

State: Arkansas **Filing Company:** Fidelity Security Life Insurance Company
TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.001 Fixed Premium
Product Name: Individual Annuity
Project Name/Number: Individual Annuity/Individual Annuity / R-02982 & R-02983

Filing at a Glance

Company: Fidelity Security Life Insurance Company
Product Name: Individual Annuity
State: Arkansas
TOI: A021 Individual Annuities- Deferred Non-Variable
Sub-TOI: A021.001 Fixed Premium
Filing Type: Form
Date Submitted: 09/21/2012
SERFF Tr Num: FDLT-128691310
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: R-02982

Implementation: On Approval
Date Requested:
Author(s): Jennifer Glaser, Kelly Humiston, Teresa Saling, Danielle Menzel
Reviewer(s): Linda Bird (primary)
Disposition Date: 09/27/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Fidelity Security Life Insurance Company
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General Information

Project Name: Individual Annuity Status of Filing in Domicile: Pending
Project Number: Individual Annuity / R-02982 & R-02983 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Submitted to Missouri, our
domicile state, on 09/18/2012.
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 09/27/2012
State Status Changed: 09/27/2012
Deemer Date: Created By: Danielle Menzel
Submitted By: Danielle Menzel Corresponding Filing Tracking Number:

Filing Description:
Fidelity Security Life Insurance Company
NAIC #71870 FEIN #43-0949844
Individual Annuity
R-02982 Roth Individual Retirement Annuity Endorsement
R-02983 Individual Retirement Annuity Endorsement

We respectfully submit the referenced forms for review and approval. These forms are new and do not replace any forms previously filed in your State. The product will be solicited by one-on-one direct agent sales and issued individually. The forms will be sold without an illustration.

These Riders will be attached to eligible individual annuity products approved in your state.

If you have any questions or need additional information, please feel free to telephone me at (800) 648-8624, extension 1143 or Email me at jglaser@fslins.com.

Company and Contact

Filing Contact Information

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

Filing Company Information

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

Filing Fees

State: Arkansas **Filing Company:** Fidelity Security Life Insurance Company
TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.001 Fixed Premium
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Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: Rider filing per form...\$50.00.
 Per Company: No

Company	Amount	Date Processed	Transaction #
Fidelity Security Life Insurance Company	\$100.00	09/21/2012	62930751

State: Arkansas Filing Company: Fidelity Security Life Insurance Company
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/27/2012	09/27/2012

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Disposition

Disposition Date: 09/27/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Certification		Yes
Form	Roth Individual Retirement Annuity Endorsement		Yes
Form	Individual Retirement Annuity Endorsement		Yes

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Form Schedule

Lead Form Number: R-02982

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		R-02982	POLA	Roth Individual Retirement Annuity Endorsement	Initial:	55.410	R-02982.pdf
2		R-02983	POLA	Individual Retirement Annuity Endorsement	Initial:	50.570	R-02983.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages



FIDELITY SECURITY LIFE INSURANCE COMPANY

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

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract to which this Endorsement is attached has been issued and is hereby designated as a Roth Individual Retirement Annuity (IRA) pursuant to Internal Revenue Code (IRC) § 408A, as amended. Notwithstanding any provision in the Contract, the provisions of this Endorsement will override and control any conflicting or inconsistent provisions in the Contract. All other provisions of the Contract, including definitions, remain unchanged.

Exclusive Benefit. This Contract is established for the exclusive benefit of the Annuitant and his or her Beneficiaries. It may not be assigned, pledged as collateral for a loan or as security for the performance of an obligation, or otherwise transferred by the Annuitant. Only the Annuitant may be the Owner of this Contract, unless a custodial/trustee Roth IRA Owner is indicated on the application or by change of ownership thereafter. There shall be no contingent owner.

Nonforfeitability. None of the Annuitant's rights in this Contract may be forfeited.

Contributions. If the Contract to which this Endorsement is attached is a single premium contract, the single premium paid must be:

1. a rollover or direct transfer from another Roth IRA;
2. a rollover or conversion from an IRA (other than a Roth IRA) made pursuant to IRC § 408A(d)(3); or
3. a rollover from a qualified retirement plan under IRC, other than an IRA or Roth IRA.

If the Contract to which this Endorsement is attached is a flexible premium contract, annual purchase payments will not exceed the lesser of a) the Deductible Amount or b) an amount equal to the compensation includable in the Owner's Gross Income for such taxable year. The "Deductible Amount" is the amount determined under IRC § 219(b) and will be adjusted for cost of living as set forth in IRC § 219(b)(5). In the case of an individual who has attained age 50 before the close of the taxable year, the Deductible Amount will be increased by the applicable amount, as provided by the IRC.

The individual's "Gross Income" will be the sum of the individual's compensation for the taxable year plus the compensation of such individual's spouse for the taxable year, reduced by the amount of the IRA or Roth IRA contribution made on behalf of such spouse for such taxable year. This paragraph will apply to any individual if such individual files a joint return for the taxable year and the amount of compensation (if any) includable in the individual's Gross Income is less than the compensation includable in the Gross Income of the individual's spouse for the taxable year.

The annual contribution limit described above is gradually reduced to \$0 for higher income levels as provided in IRC § 408(c)(3). The Annuitant will be responsible for determining eligibility for a Roth IRA. The Company will have no responsibility for making such determination or for inquiring as to the Annuitant's income, filing status, other IRA contributions or any other factor affecting the Annuitant's eligibility. If the Contract was issued pursuant to a rollover or conversion of an IRA other than a Roth IRA, after the Date of Issue and before the due date for the Annuitant's tax return for the year in which the Contract was first effective, the Owner may recharacterize the Contract as an IRA other than a Roth IRA in accordance with Treasury Regulations. The Company may rely on the Owner's instructions and shall have no liability for acting on such instructions.

Change in Purchase Payments. If the Contract to which this Endorsement is attached is a flexible premium contract, the Owner may increase or decrease the amount of or change the frequency of purchase payments, subject to the minimum payments shown in the Contract Schedule,.

No Default. Unless a total surrender is made, this Contract will remain in force until the Annuity Date. This Contract will not be in default if subsequent purchase payments are not made.

Lifetime Distribution Rules. There are no required distributions during the lifetime of the Annuitant.

Distribution Upon Death of Annuitant. If the Annuitant dies before all Contract Values have been distributed, the following rules apply:

1. Death On or After Date Distributions Begin.

Annuitant Survived by Designated Beneficiary. If the Annuitant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Annuitant's death is the quotient obtained by dividing the Annuitant's Contract Value as of the end of the preceding calendar year by the longer of the remaining life expectancy of the Annuitant or the remaining life expectancy of the Annuitant's designated Beneficiary, determined as follows:

- a. The Annuitant's remaining life expectancy is calculated using the age of the Annuitant in the year of death, reduced by one for each subsequent year.
- b. If the Annuitant's surviving spouse is the Annuitant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Annuitant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
- c. If the Annuitant's surviving spouse is not the Annuitant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Annuitant's death, reduced by one for each subsequent year.

No Designated Beneficiary. If the Annuitant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Annuitant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Annuitant's death is the quotient obtained by dividing the Annuitant's Contract value by the Annuitant's remaining life expectancy calculated using the age of the Annuitant in the year of death, reduced by one for each subsequent year.

2. **Death Before Date Distributions Begin.**

Annuitant Survived by Designated Beneficiary. Except as provided in (2) below, if the Annuitant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Annuitant's death is the quotient obtained by dividing the Annuitant's account balance by the remaining life expectancy of the Annuitant's designated Beneficiary, determined as provided in the **Death On or After Date Distributions Begin** provision.

Annuitants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule applies to distributions after the death of an Annuitant who has a designated Beneficiary. The election must be made no later than the earlier of: a) December 31 of the calendar year in which distribution would be required to begin in order to satisfy the requirements of the life expectancy rule, or b) by December 31 of the calendar year which contains the fifth anniversary of the Annuitant's death. If neither the Annuitant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with (1) above.

No Designated Beneficiary. If the Annuitant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Annuitant's death, distribution of the Annuitant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Annuitant's death.

Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Annuitant dies before the date distributions begin, the Annuitant's surviving spouse is the Annuitant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse, this paragraph will apply as if the surviving spouse were the Annuitant.

The required minimum distributions under this provision may be withdrawn from another Roth IRA the Beneficiary holds from the same decedent. The Beneficiary will be responsible in such instance for determining whether the minimum distribution requirements are met, and the Company will have no responsibility for such determination.

"Qualified Distributions" from the Contract will not be subject to federal income tax or the additional early withdrawal tax. To be "qualified," a distribution:

1. must occur after the five-year period beginning on the first day of the calendar year during which the initial contribution to the Contract was made by the Owner, and
2. must be:
 - a. made on or after the date on which the Annuitant attains age 59½ ;
 - b. made to a Beneficiary (or the Annuitant's estate) on or after the Annuitant's death;
 - c. attributable to the Annuitant being disabled under IRC § 72(m)(7); or
 - d. a distribution to pay for "qualified" first-time home buyer expenses under IRC § 72(t)(8).

Distributions which are not qualified distributions shall be treated as a return of contributions and earnings as provided in IRC § 408A. All of the Annuitant's Roth IRA's will be aggregated in making this determination.

Statements. The Company will provide the Annuitant with a statement at least once annually, stating the values held under the Contract, interest earned and any withdrawals during the period covered, and such other information as is required under IRC § 408A. The Annuitant agrees to provide the Company with information necessary for the Company to provide any reports required under IRC §§ 408 and 408A and any Regulations thereunder.

Compatibility. It is the intent of the Company that the terms and conditions of the Contract will be in compliance with IRC § 408A. In furtherance of this intent, all interpretations of the terms and conditions of the Contract will be in

compliance with such section of the Code. In addition, all rights granted to the Owner will be ineffective to the extent such rights would be incompatible with such section.

Amendment. This Contract shall be amended without consent of the Owner or Beneficiary (in Kansas, Michigan, Pennsylvania and Washington only, with consent of Owner) as required to insure that the Contract continues to satisfy the requirements of IRC § 408A and any Regulations thereunder. A copy of each amendment will be furnished to the Owner.

FIDELITY SECURITY LIFE INSURANCE COMPANY



Richard C. Jones
President



David J. Smith
Secretary



FIDELITY SECURITY LIFE INSURANCE COMPANY

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

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The Contract to which this Endorsement is attached has been issued as an Individual Retirement Annuity (IRA) for the benefit of the Annuitant as provided under Internal Revenue Code (IRC) § 408(b), as amended. Notwithstanding any provision in the Contract, the provisions of this Endorsement will override and control any conflicting or inconsistent provisions in the Contract. All other provisions of the Contract, including definitions, remain unchanged.

Exclusive Benefit. This Contract is established for the exclusive benefit of the Annuitant and his or her Beneficiaries. It may not be assigned, pledged as collateral for a loan or as security for the performance of an obligation, or otherwise transferred by the Annuitant. Only the Annuitant may be the Owner of this Contract, unless a custodial/trustee IRA Owner is indicated on the application or by change of ownership thereafter. There shall be no contingent Owner.

Nonforfeitability. None of the Annuitant's rights in this Contract may be forfeited.

Contributions. If the Contract to which this Endorsement is attached is a single premium contract, the single premium paid must be:

1. a transfer from another IRA or a rollover made pursuant to IRC §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 408(d)(3) or 457(e)(16); or
2. repayment of a qualified reservist distribution described in IRC § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

If the Contract to which this Endorsement is attached is a flexible premium contract, annual purchase payments will not exceed the lesser of: a) the Deductible Amount; or b) an amount equal to the compensation includable in the Owner's gross income for such taxable year. The "Deductible Amount" is the amount determined under IRC § 219(b) and will be adjusted for cost of living as set forth in IRC § 219(b)(5). In the case of an individual who has attained age 50 before the close of the taxable year, the Deductible Amount will be increased by the applicable amount, as provided in the IRC.

The individual's "Gross Income" will be the sum of the individual's compensation for the taxable year plus the compensation such individual's spouse for the taxable year, reduced by the amount of the IRA or Roth IRA contribution made on behalf of such spouse for such taxable year. This paragraph will apply to any individual if such individual files a joint return for the taxable year and the amount of compensation (if any) includable in the individual's Gross Income is less than the compensation includable in the Gross Income of the individual's spouse for the taxable year.

Change in Purchase Payments. If the Contract to which this Endorsement is attached is a flexible premium contract, the Owner may increase or decrease the amount of or change the frequency of purchase payments, subject to the minimum payments shown in the Contract Schedule.

No Default. Unless a total surrender is made, this Contract will remain in force until the Annuity Date. This Contract will not be in default if subsequent purchase payments are not made.

Lifetime Minimum Distribution Rules. Notwithstanding any provision of this Contract to the contrary, the distribution of the Annuitant's interest will be made in accordance with the requirements of IRC § 408(b)(3) and the Regulations thereunder. If distributions are made pursuant to a lifetime Annuity option, distributions must satisfy the requirements of Q&A-4 of Section 1.401(a)(9)-6 of the Income Tax Regulations, rather than the **DEATH BENEFIT PROVISIONS** section of the Contract. If distribution is made for a period certain, distribution must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or the distribution may increase only as provided in such regulations. The period certain may not exceed the periods specified in section 1.401(a)(9)-6 of the Income Tax Regulations.

The distribution of benefits under this Contract must begin no later than the Required Beginning Date. The "Required Beginning Date" means, except as provided otherwise in the Code and Regulations thereunder, April 1 of the calendar year following the calendar year in which the Annuitant attains age 70½.

During the Annuitant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

1. the quotient obtained by dividing the Annuitant's Contract Value by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation (Treas. Reg.) § 1.401(a)(9)-9, using the Annuitant's age as of the Annuitant's birthday in the distribution calendar year; or
2. if the Annuitant's sole designated Beneficiary for the distribution calendar year is the Annuitant's spouse, the quotient obtained by dividing the Annuitant's Contract Value by the number in the Joint and Last Survivor Table set forth in Treas.Reg. § 1.401(a)(9)-9, using the Annuitant's and spouse's attained ages as of the Annuitant's and spouse's birthdays in the distribution calendar year.

If the Annuitant does not have a designated Beneficiary, the minimum distribution amount is determined by dividing the Annuitant's Contract Value by the number in the Single Life Table set forth in Treas.Reg. § 1.401(a)(9)-9 using the Annuitant's age as of the Annuitant's birthday in the distribution calendar year.

The required minimum distribution for the year the individual attains age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

Required minimum distributions will be determined hereunder beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Annuitant's date of death.

The required minimum distributions calculated for this Contract may be withdrawn from another IRA of the Annuitant in accordance with Q&A-9 of section 1.408-8 of the Income Tax Regulations. The Annuitant or Beneficiary, as applicable, will be responsible in such instance for determining whether the minimum distribution requirements are met, and the Company will have no responsibility for such determination.

Distribution Upon Death of Annuitant. If the Annuitant dies before all Contract Values have been distributed, the following rules apply:

1. Death On or After Date Distributions Begin.

Annuitant Survived by Designated Beneficiary. If the Annuitant dies on or after the Required Beginning Date but before the annuity date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Annuitant's death is the quotient obtained by dividing the Annuitant's Contract Value as of the end of the preceding calendar year by the longer of the remaining life expectancy of the Annuitant or the remaining life expectancy of the Annuitant's designated Beneficiary, determined as follows:

- a. The Annuitant's remaining life expectancy is calculated using the age of the Annuitant in the year of death, reduced by one for each subsequent year.

- b. If the Annuitant's surviving spouse is the Annuitant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Annuitant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
- c. If the Annuitant's surviving spouse is not the Annuitant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Annuitant's death, reduced by one for each subsequent year.

No Designated Beneficiary. If the Annuitant dies on or after the Required Beginning Date but before the annuity date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Annuitant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Annuitant's death is the quotient obtained by dividing the Annuitant's Contract Value by the Annuitant's remaining life expectancy calculated using the age of the Annuitant in the year of death, reduced by one for each subsequent year.

2. **Death Before Date Distributions Begin.**

Annuitant Survived by Designated Beneficiary. Except as provided below, if the Annuitant dies before the Required Beginning Date but before the annuity date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Annuitant's death is the quotient obtained by dividing the Annuitant's account balance as of the end of the preceding year by the remaining life expectancy of the Annuitant's designated Beneficiary, determined as provided in the **Death On or After Date Distributions Begin** provision.

Annuitants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule applies to distributions after the death of an Annuitant who has a designated Beneficiary. The election must be made no later than the earlier of: a) December 31 of the calendar year in which distribution would be required to begin under paragraph 1.a. above; or b) by December 31 of the calendar year which contains the fifth anniversary of the Annuitant's (or, if applicable, surviving spouse's) death. If neither the Annuitant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with the life expectancy rule described in paragraph 1.a. above.

If the Annuitant's sole designated Beneficiary for the distribution calendar year is the Annuitant's spouse, distribution is not required to begin until the Annuitant would have reached age 70½.

No Designated Beneficiary. If the Annuitant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Annuitant's death, distribution of the Annuitant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Annuitant's death.

Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Annuitant dies before the date distributions begin, the Annuitant's surviving spouse is the Annuitant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse, this provision will apply as if the surviving spouse were the Annuitant.

Statements. The Company will provide the Annuitant with a statement at least once annually, stating the values held under the Contract, interest earned and any withdrawals during the period covered, and such other information as is required under IRC § 408. The Annuitant agrees to provide the Company with information necessary for the Company to provide any reports required under IRC § 408 and the Regulations thereunder.

Compatibility. It is the intent of the Company that the terms and conditions of the Contract will be in compliance with IRC § 408. In furtherance of this intent, all interpretations of the terms and conditions of the Contract will be in compliance with IRC § 408. In addition, all rights granted to the Owner will be ineffective to the extent such rights would be incompatible with such section.

Amendment. This Contract will be amended without consent of the Owner or Beneficiary (in Kansas, Michigan, Pennsylvania and Washington only, with consent of Owner) as required to insure that the Contract continues to satisfy the requirements of IRC § 408 and any Regulations thereunder. A copy of each amendment will be furnished to the Owner.

FIDELITY SECURITY LIFE INSURANCE COMPANY



Richard C. Jones
President



David J. Smith
Secretary

SERFF Tracking #:

FDLT-128691310

State Tracking #:

Company Tracking #:

R-02982

State:

Arkansas

Filing Company:

Fidelity Security Life Insurance Company

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Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:	Please see attached.		
Attachment(s):			
R-02982 and R-02983 Readability Certification.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certification		
Comments:	Please see attached.		
Attachment(s):			
AR Certification SERFF.pdf			

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.

* R-02982	Score = 55.41
* R-02983	Score = 50.57



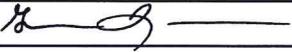
Martha E. Madden
Vice President and General Counsel

September 18, 2012

Date

FIDELITY SECURITY LIFE INSURANCE COMPANY
Kansas City, Missouri

Arkansas Certification

Certification	
I hereby certify that I have reviewed the applicable filing requirements for this filing and the filing complies with Regulation 19 s 10 B. and all applicable requirements for the state of Arkansas.	
Print Name: Geri Davies	Title: Manager, Contracts & Legal
Signature: 	Date: September 20, 2012