

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

| POLICY NUMBER:           | VC-19   |
|--------------------------|---|
| POLICYHOLDER:            | Mercer County   |
| STATE OF ISSUE:          | Ohio  |
| POLICY EFFECTIVE DATE:   | January 1, 2019   |
| POLICY ANNIVERSARY DATE: | January 1 of the following year and each January 1 thereafter |

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

The Policy is issued in consideration of the Policyholder's application (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 Policy may be modified by mutual agreement between the Policyholder and the Company.

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

Grafford R.

Secretary

GROUP VISION INSURANCE POLICY THIS IS A LIMITED BENEFIT POLICY Please read the Policy carefully.

#### PREMIUMS

Premiums are payable in advance by the Policyholder. The first premium is due on the effective date of the Policy. Subsequent premiums are due on the first day of each calendar month thereafter.

The required premium due on each premium due date is the sum of the premiums for all Insureds and their Dependents covered under the Policy. The premiums due will be determined by applying the premium rates then in effect for each plan provided by the Policy to the number of Insured Persons. All premiums are payable to the Company at the Company's home office or to any of the Company's authorized agents.

The premium due may be adjusted due to a change in insurance as requested by the Policyholder or as required by the Company as follows:

- 1. if an amount of insurance is added or increased during a calendar month, premiums will be increased as of the date the change becomes effective, unless otherwise mutually agreed;
- 2. if an amount of insurance is deleted or decreased during a calendar month, premium will cease or be decreased at the end of the calendar month in which the deletion or decrease occurred, unless otherwise mutually agreed;
- 3. if the Policyholder's contribution percentage is changed, premium will be adjusted at the end of the calendar month in which the change occurred, unless otherwise mutually agreed; or
- 4. if the number of eligible employees increases or decreases by more than 10%, premium will be adjusted at the end of the calendar month in which the increase or decrease occurred, unless otherwise mutually agreed.

If premiums are due the Company, or premium refunds are due the Policyholder as a result of clerical error or delay in the reporting of dates and/or data to the Company, all premiums or refunds will be calculated at the current rate of premium payment and are limited to a maximum period of three months.

**Premium Rate Change.** The Company has the right to change the premium rate on or after the fourth Policy Anniversary Date. The Company will provide written notice at least 31 days before the date of change.

**Grace Period**. A grace period of 31 days will be allowed to the Policyholder for the payment of each premium due after the first premium. The Policy will remain in force during the grace period. If the required premium is not paid by the end of the 31-day period, the Policy will terminate. The Policyholder will be required to pay premium for the grace period.

**Return of Premium.** The Company reserves the right to rescind the coverage for one or all Insureds due to misrepresentation or fraud on the Policyholder's application or an Insured's enrollment form, if such misrepresentation materially affected the acceptance of the risk.

If, on the date coverage is rescinded, no claims have been paid under the Policy, the Company will return all premiums paid for such coverage to the Policyholder.

If, on the date coverage is rescinded, claims have been paid under the Policy, the Company reserves the right to deduct an amount equal to the amount of such claims paid from the premiums to be returned to the Policyholder.

### **TERMINATION OF POLICY**

The Policyholder or the Company may terminate or cancel the Policy on the earliest of the following:

- 1. on any date on or after the fourth Policy Anniversary Date. Written notice must be provided to the other party at least 31 days prior to termination;
- 2. the date the number or percentage of persons covered under the Policy does not meet the minimum participation requirements of 10;
- 3. the date the required premium has not been paid, except as provided in the Grace Period provision; or
- 4. the date 100% of the eligible employees are not covered when a contribution is not required by the employee.

The Policyholder is responsible for notifying the Insured of the termination of the Policy.

### CERTIFICATES

The Company will furnish a Certificate to the Policyholder which will set forth the essential features of the insurance coverage.

#### **ADDITIONAL INSUREDS**

Insured Persons may be added at any time if they meet the eligibility requirements stated in the Policyholder's application, complete an enrollment form, if required, and pay any required premium.

#### **INCORPORATION PROVISION**

The provisions of the attached Certificate and all Rider(s) issued to amend the Policy after the Policy Effective Date are made a part of the Policy.



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Fidelity Security Life Insurance Company represents that the Insured Person is insured for the benefits described on the following pages, subject to and in accordance with the terms and conditions of the Policy.

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

The Certificate explains the plan of insurance. An individual identification card will be issued to the Insured containing the group number and the Insured's effective date. The Certificate replaces all certificates previously issued to the Insured under the Policy.

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

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

Bradford R. Jan

Secretary

GROUP VISION INSURANCE CERTIFICATE THIS IS A LIMITED BENEFIT CERTIFICATE Please read the Certificate carefully.

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

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### **DEFINITIONS**

Benefit Frequency means the period of time in which a benefit is payable as shown in the Schedule of Benefits.

The Benefit Frequency begins on the later of the Insured Person's effective date or last date services were provided to the Insured Person. Each new Benefit Frequency begins at the expiration of the previous Benefit Frequency.

**Co-payment** means the designated amount, if any, shown in the Schedule of Benefits each Insured Person must pay to a Provider before benefits are payable for a covered Vision Examination or Vision Materials per Benefit Frequency.

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

Dependent means any of the following persons whose coverage under the Policy is in force and has not ended:

- 1. the Insured's lawful spouse;
- 2. each unmarried child from birth to age 19 who is primarily dependent upon the Insured or the Insured's spouse for support and maintenance;
- 3. each unmarried child at least 19 years of age to 25 years of age who is primarily dependent upon the Insured or the Insured's spouse for support and maintenance and who is a full-time student; or
- 4. each unmarried child at least 19 years of age: who is primarily dependent upon the Insured or the Insured's spouse for support and maintenance because the child is incapable of self-sustaining employment by reason of mental incapacity or physical handicap; who was so incapacitated and is an Insured Person under the Policy on his or her 19<sup>th</sup> birthday; and who has been continuously so incapacitated since his or her 19<sup>th</sup> birthday.

Child includes stepchild, foster child, legally adopted child, child legally placed in the Insured's home for adoption and child under the Insured's legal guardianship. A full-time student is one who is enrolled at least the minimum number of hours of class a week the school considers as full-time status.

Formulary means a list, provided by the Company, of Vision Materials covered under the Policy.

**Insured** means an employee of the Policyholder who meets the eligibility requirements as shown in the Policyholder's application, and whose coverage under the Policy is in force and has not ended.

Insured Person means the Insured. Insured Person will also include the Insured's Dependents, if enrolled.

In-Network Provider means a Provider who has signed a Preferred Provider Agreement with the PPO.

#### Medically Necessary Contact Lenses means:

- 1. Keratoconus where the Insured Person is not correctable to 20/30 in either or both eyes using standard spectacle lenses, or the Provider attests to the specified level of visual improvement;
- 2. High Ametropia exceeding -10D or +10D in spherical equivalent in either eye;
- 3. Anisometropia of 3D in spherical equivalent or more; or
- 4. vision for an Insured Person can be corrected two lines of improvement on the visual acuity chart when compared to best corrected standard spectacle.

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

Policy means the Policy issued to the Policyholder.

Policyholder means the Employer named as the Policyholder in the face page of the Policy.

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

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

**Preferred Provider Organization ("PPO")** means a network of Providers and retail chain stores within the PPO Service Area that has signed a Preferred Provider Agreement.

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

Vision Examination means any eye or visual examination covered under the Policy and shown in the Schedule of Benefits.

Vision Materials means those materials shown in the Schedule of Benefits.

### **EFFECTIVE DATES**

Effective Date of Insured's Insurance. The Insured's insurance will be effective as follows:

- 1. if the Policyholder does not require the Insured to contribute toward the premium for this coverage, the Insured's insurance will be effective on the date the Insured became eligible;
- 2. if the Policyholder requires the Insured to contribute toward the premium for this coverage, the Insured's insurance will be effective on the date the Insured became eligible, provided;
  - a. the Insured has given the Company the Insured's enrollment form (if required) on, prior to, or within 30 days of the date the Insured became eligible; and
  - b. the Insured has agreed to pay the required premium contributions; and
- 3. if the Insured fails to meet the requirements of 2 a) and 2 b) within 30 days after becoming eligible, the Insured's coverage will not become effective until the Company has verified that the Insured has met these requirements. The Insured will then be advised of the Insured's effective date.

Effective Date of Dependents' Insurance. Coverage for Dependents becomes effective on the later of:

- 1. the date Dependent coverage is first included in the Insured's coverage; or
- 2. the premium due date on or after the date the person first qualifies as the Insured's Dependent. If an enrollment form is required, the Insured must provide such form and agree to pay any premium contribution that may be required prior to coverage becoming effective.

If the Insured and the Insured's spouse are both Insureds, one Insured may request to be a Dependent spouse of the other. A Dependent child may not be covered by more than one Insured.

**Newborn Children.** A Dependent child born while the Insured's coverage is in force will be covered from the moment of birth for 31 days or greater, if elected by the Policyholder. In order to continue coverage beyond this period, the Insured must provide notice to the Company and agree to pay any premium contribution that may be required within this period.

Adopted Children. If a Dependent child is placed with the Insured for adoption while the Insured's coverage is in force, this child will be covered from the date of placement for 31 days or greater, if elected by the Policyholder. In order to continue coverage beyond this period, the Insured must provide notice to the Company and agree to pay any premium contribution that may be required within this period. If proper notice has been given, coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement.

#### **BENEFITS**

Benefits are payable for each Insured Person as shown in the Schedule of Benefits for expenses incurred while this insurance is in force.

**Comprehensive Eye Examination**. An Insured Person is eligible for one Comprehensive Eye Examination in each Benefit Frequency.

**In-Network Provider Benefits.** The Insured Person must pay any Co-payment or any cost above the allowance shown in the Schedule of Benefits at the time the covered service is provided. Benefits will be paid to the In-Network Provider who will file a claim with the Company.

**Out-of-Network Provider Benefits.** The Insured Person must pay the Out-of-Network Provider the full cost at the time the covered service is provided and file a claim with the Company. The Company will reimburse the Insured Person for the Out-of-Network Provider benefits up to the maximum dollar amount shown in the Schedule of Benefits.

**Vision Materials.** If a Vision Examination results in an Insured Person needing corrective Vision Materials for the Insured Person's visual health and welfare, those Vision Materials prescribed by the Provider will be supplied, subject to certain limitations and exclusions of the Policy, as follows:

- *Lenses* provided one time in each Benefit Frequency.
- *Frames* provided one time in each Benefit Frequency.
- Contact Lenses provided one time in each Benefit Frequency in lieu of lenses.

### LIMITATIONS

Fees charged by a Provider for services other than a covered benefit must be paid in full by the Insured Person to the Provider. Such fees or materials are not covered under the Policy.

Benefit allowances provide no remaining balance for future use within the same Benefit Frequency.

### **EXCLUSIONS**

No benefits will be paid for services or materials connected with or charges arising from:

- 1. orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;
- 2. medical and/or surgical treatment of the eye, eyes or supporting structures;
- 3. any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear;
- 4. services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;
- 5. plano (non-prescription) lenses;
- 6. non-prescription sunglasses;
- 7. two pair of glasses in lieu of bifocals;
- 8. services or materials provided by any other group benefit plan providing vision care;
- 9. services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order; or
- 10. lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

### **TERMINATION OF INSURANCE**

The Policyholder or the Company may terminate or cancel the Policy as shown in the Policy.

For All Insureds. The Insureds' insurance will cease on the earliest of the following dates:

- 1. the date the Policy ends;
- 2. the end of the last period for which any required premium contribution agreed to in writing has been made;
- 3. the date the Insured is no longer eligible for insurance; or
- 4. the date the Insured's employment with the Policyholder ends. The Policyholder may, at the Policyholder's option, continue insurance for individuals whose employment has ended, if the Policyholder:
  - a. does so without individual selection between Insureds; and
  - b. continues to pay any premium contribution for those individuals.

For Dependents. A Dependent's insurance will cease on the earlier of:

- 1. the date the Insured's coverage ends;
- 2. the date in which the Dependent ceases to be an eligible Dependent as defined in the Policyholder's application; or
- 3. the end of the last period for which any required premium contribution has been made.

A Dependent child will not cease to be a Dependent solely because of age if the child is:

- 1. not capable of self-sustaining employment due to mental incapacity or physical handicap that began before the age limit was reached; and
- 2. mainly dependent on the Insured for support.

The Company may ask for proof of the eligible Dependent child's incapacity and dependency one month prior to the date the Dependent child would otherwise cease to be covered.

The Company may require the same proof again, but will not ask for it more than once a year after this coverage has been continued for two years. This continued coverage will end:

- 1. on the date the Policy ends;
- 2. on the date the incapacity or dependency ends;
- 3. on the end of the last period for which any required premium contribution for the Dependent child has been made; or
- 4. 60 days following the date the Company requests proof and such proof is not provided to the Company.

### CLAIMS

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

**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 provide the forms within that time, the Insured Person may 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, but not more than 30 days, upon receipt of due written proof of loss.

**Payment of Claims**. All claims will be paid to the Insured, unless assigned. Any benefits payable on or after the Insured's death will be paid to the Insured's estate.

**Right of Recovery.** If payment for claims exceeds the amount for which the Insured Person is eligible under any benefit provision or rider of the Policy, the Company has the right to recover the excess of such payment from the Provider or the Insured.

**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 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 resides, the limit is extended to meet the minimum time allowed by such law.

**Claim Appeal Procedure.** If the Company partially or fully denies a claim for benefits submitted by an Insured Person and the Insured Person disagrees or does not understand the reasons for this denial, the Insured Person may appeal this decision and the Insured Person has the right to: 1) request a review of the denial; 2) review pertinent plan documents; and 3) submit in writing any data, documents or comments which are relevant to the Company's review of this denial. The Insured Person's appeal must be submitted in writing within 180 days of receiving written notice of denial. The Company will review all information and send written notification within 60 days of the Insured Person's request.

### GENERAL PROVISIONS

**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 Policy, including any endorsements and riders, the Certificate, the Policyholder's application, which is attached to the Policy when issued, the Insured's individual enrollment form, if any, and the eligibility file, if any, are the entire contract between the parties. A copy of the Policy may be examined at the Office of the Policyholder during normal business hours. 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 shall be used in defense to 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 any premium. The Policy and the Certificate may be amended at any time 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 the person becomes 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 the books and records relate to this insurance. The Company may authorize someone else to perform this 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

Insured Persons have the right to obtain vision care from the Provider of his or her choice. However, payment of benefits varies depending on the type of Provider chosen. Benefits are payable as shown in the following Schedule of Benefits:

| Benefit                               | In-Network                                      | Out-of-Network | <b>Benefit Frequency</b> |
|---------------------------------------|---|----------------|--------------------------|
| VISION EXAMINATION                    |   |                |                          |
| Comprehensive Eye Examination         | \$10 Co-payment                                 | up to \$40     | 12 months                |
| VISION MATERIALS                      |   |                |                          |
| Standard Plastic Lenses               |   |                | 12 months                |
| Single Vision                         | \$25 Co-payment                                 | up to \$30     |                          |
| Bifocal                               | \$25 Co-payment                                 | up to \$50     |                          |
| Trifocal                              | \$25 Co-payment                                 | up to \$70     |                          |
| Lenticular                            | \$25 Co-payment                                 | up to \$70     |                          |
| Frames                                | \$0 Co-payment,<br>up to \$130 retail allowance | up to \$91     | 24 months                |
| Contact Lenses (only one option avail | able per Benefit Frequency)                     |                | 12 months                |
| Conventional                          | \$0 Co-payment,<br>up to \$130 allowance        | up to \$130    |                          |
| Disposable                            | \$0 Co-payment,<br>up to \$130 allowance        | up to \$130    |                          |
| Medically Necessary                   | Paid in full                                    | up to \$210    |                          |
| Lens Options                          |   |                | 12 months                |
| Standard Progressive Lenses           | \$80 Co-payment                                 | up to \$50     |                          |
| Premium Progressive Lenses            |   |                |                          |
| Tier 1                                | \$110 Co-payment                                | up to \$50     |                          |
| Tier 2                                | \$120 Co-payment                                | up to \$50     |                          |
| Tier 3                                | \$135 Co-payment                                | up to \$50     |                          |
| Tier 4                                | \$200 Co-payment                                | up to \$50     |                          |
| Standard Anti-Reflective Coating      | \$45 Co-payment                                 | up to \$5      |                          |
| Premium Anti-Reflective Coating       |   |                |                          |
| Tier 1                                | \$57 Co-payment                                 | up to \$5      |                          |
| Tier 2                                | \$68 Co-payment                                 | up to \$5      |                          |
| Tier 3                                | \$85 Co-payment                                 | up to \$5      |                          |



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### AMENDATORY RIDER REGARDING REPLACEMENT COVERAGE

The Policy/Certificate to which this Amendment Rider is attached is amended as follows:

The following applies when the Policy serves to replace coverage an Employer previously obtained through another plan or policy. In this provision, that other plan or policy is referred to as the prior plan. An Employer's coverage under the Policy will not be considered as replacement coverage unless the Employer's coverage under the Policy takes effect within 60 days after coverage under the prior plan ends.

In the absence of this provision, an Insured Person who was covered by the prior plan at the date of discontinuance might not qualify for coverage under the Policy because the person is not actively at work or is confined in a Hospital.

Each such person will be insured under the Policy if:

- (a) the person was insured under the prior plan, including coverage under the prior plan's extension of benefits provision, on the date the Employer's coverage with the prior plan ended;
- (b) the prior plan covered more than fifteen (15) people; and
- (c) the person is in a class of persons eligible for coverage under the Policy.

The benefits payable for the persons described above will be the benefits of the Policy less any amount payable under the prior plan pursuant to any extension of benefits provision.

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

FIDELITY SECURITY LIFE INSURANCE COMPANY

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Bradford R. !

Secretary



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### AMENDMENT RIDER

By attachment of this Rider, the third paragraph of the **PREMIUMS** section in the Policy is amended to add the following:

5. if a government action, including fees, taxes and assessments, or change in law or regulation materially affects the Company's risk, premium may be adjusted and will be effective upon written notification from the Company at least 31 days before the date of change.

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

FIDELITY SECURITY LIFE INSURANCE COMPANY

Somes President

Bradford R. J

Secretary



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### AMENDMENT RIDER

By attachment of this Rider, the Policy/Certificate is amended by the following:

Any provision of the Policy/Certificate that provides coverage for a Dependent child up to a certain age is amended to cover such child to age 26, regardless of financial dependency, residency, student status, or marital status.

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

FIDELITY SECURITY LIFE INSURANCE COMPANY

President

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## NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE OHIO LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of Ohio who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

The Ohio Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by the Ohio Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

> The Ohio Life and Health Insurance Guaranty Association 1840 Mackenzie Drive Columbus, OH 43220

> > Ohio Department of Insurance 50 W. Town Street Third Floor – Suite 300 Columbus, OH 43215

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On back of this of this page is a brief summary of this law's coverage, exclusions and limits. This summary does not cover all provisions of the law nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

### COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated annuity contract, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

### EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

### LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Association is obligated to pay out: The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$250,000 in present value of annuities, or \$300,000 in life insurance death benefits - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverage.

### Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the

**act:** For unallocated annuities that fund governmental retirement plans under 401(k), 403(b) or 457 of the Internal Revenue Code, the limit is \$250,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the Association be liable to spend more than \$300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contractholder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

# For more information about the Ohio Life & Health Insurance Guaranty Association, visit our website at: olhiga.org.

|   | DO WITH YOUR PERSONAL INFO   | RMATION?                              |                             |  |
|---|--|---------------------------------------|-----------------------------|--|
| Why?  | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.   |                                       |                             |  |
| What?   | <ul> <li>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</li> <li>Social Security number and transaction history</li> <li>medical information and insurance claim information</li> <li>assets and checking account information</li> <li>When you are no longer our customer, we continue to share your information as described in this notice.</li> </ul> |                                       |                             |  |
| How?  | All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Fidelity Security Life Insurance Company and Affiliates choose to share; and whether you can limit this sharing.  |                                       |                             |  |
| Reasons we can share your personal information  |  | Does Fidelity Security<br>Life share? | Can you limit this sharing? |  |
| For our everyday business purposes –<br>such as to process your transactions, maintain your<br>account(s), respond to court orders and legal<br>investigations, or report to credit bureaus |  | Yes                                   | No                          |  |
| For our marketing purposes –<br>to offer our products and services to you   |  | Yes                                   | No                          |  |
| For joint marketing with other financial companies Yes  |  | No                                    |                             |  |
|   | s' everyday business purposes –<br>t your transactions and experiences   | Yes                                   | No                          |  |
| 1   |  |                                       |                             |  |

# **FACTS** WHAT DOES Fidelity Security Life Insurance Company, Fidelity Security Life Insurance Company of New York (NY Only) and Affiliates DO WITH YOUR PERSONAL INFORMATION?

Questions?

Call 800-648-8624

For our affiliates' everyday business purposes -

information about your creditworthiness

For our affiliates to market to you

For nonaffiliates to market to you

or go to www.fslins.com or www.ftj.com

No

No

No

We don't share

We don't share

We don't share

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| Who we are  |  |
|---|--|
| Who is providing this notice?   | Fidelity Security Life Insurance Company and Affiliates including our Administrative, Insurance and Financial Service Providers.   |
| What we do  |  |
| How does Fidelity Security Life<br>Insurance Company and Affiliates<br>protect my personal information? | <ul><li>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</li><li>These physical, electronic and procedural safeguards were created to protect your information. We also limit employee access as appropriate.</li></ul>           |
| How does Fidelity Security Life<br>Insurance Company and Affiliates<br>collect my personal information? | <ul> <li>We collect your personal information, for example, when you</li> <li>apply for insurance or pay insurance premiums</li> <li>file an insurance claim or give us your contact information</li> <li>show your driver's license</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>                    |
| Why can't I limit all sharing?  | <ul> <li>Federal law gives you the right to limit only</li> <li>sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing.</li> </ul> |
| Definitions   |  |
| Affiliates  | <ul> <li>Companies related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>Our affiliates include Fidelity Security Life Insurance Company of New York, Forrest T. Jones &amp; Company, Inc., Forrest T. Jones Consulting Company and National Pension &amp; Group Consultants, Inc.</li> </ul>   |
| Nonaffiliates   | <ul> <li>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>Fidelity Security Life Insurance Company does not share with nonaffiliates so they can market to you.</li> </ul>   |
| Joint marketing   | <ul> <li>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</li> <li>Our joint marketing partners include insurance agencies, broker dealers and investment advisor firms.</li> </ul>  |

|   | Vision Care Services   | Member Cost In-Network  | Out of Network Member<br>Reimbursement up to:   |
|---|--|---|---|
|   | Exam<br>With Dilation as Necessary   | \$10 Copay  | \$40  |
| Proposed Benefits   | Frames<br>Any available frame at provider location   | \$0 Copay; \$130 allowance, 20% off balance over \$130  | \$91  |
| EyeMed Vision Care in<br>conjunction with Fidelity<br>Security Life Insurance<br>Company<br>Option 5<br>Exam and Materials<br>Insight Network<br>Fully Insured<br>Mixed Contribution<br>Funded Benefits | Contact Lenses<br>(Contact Lens allowance includes materials only)<br>Conventional<br>Disposable<br>Medically Necessary<br>Standard Plastic Lenses<br>Single Vision<br>Bifocal<br>Trifocal<br>Lenticular<br>Standard Progressive<br>Premium Progressive Tier 1<br>Premium Progressive Tier 2<br>Premium Progressive Tier 3 | \$0 Copay, \$130 allowance, 15% off balance over \$130<br>\$0 Copay, \$130 allowance, plus balance over \$130<br>\$0 Copay, Paid-In-Full<br>\$25 Copay<br>\$25 Copay<br>\$25 Copay<br>\$25 Copay<br>\$26 Copay<br>\$80 Copay<br>\$110 Copay<br>\$120 Copay<br>\$135 Copay | \$130<br>\$130<br>\$210<br>\$30<br>\$50<br>\$70<br>\$70<br>\$70<br>\$50<br>\$50<br>\$50<br>\$50<br>\$50<br>\$50 |
| Frequency   | Premium Progressive Tier 4 Covered Lens Options  | \$200 Copay   | \$50  |
| Examination<br>Once every 12 months<br>Lenses (in lieu of contact<br>lenses)<br>Once every 12 months<br>Contacts (in lieu of<br>lenses)<br>Once every 12 months   | Standard Anti-Reflective<br>Premium Anti-Reflective Tier 1<br>Premium Anti-Reflective Tier 2<br>Premium Anti-Reflective Tier 3   | \$45 Copay<br>\$57 Copay<br>\$68 Copay<br>\$85 Copay  | \$5<br>\$5<br>\$5<br>\$5  |
| Frame<br>Once every 24 months   | Monthly Rate<br>Subscriber<br>Subscriber + Family  | \$5.28<br>\$13.48   |   |

All plans are based on a 48-month contract term and 48-month rate guarantee

Monthly Rate is subject to adjustment even during a rate guarantee period in the event of any of the following events: changes in benefits, employee contributions, the number of eligible employees, or the imposition of any new taxes, fees or assessments by Federal or State regulatory agencies

EyeMed Vision Care reserves the right to make changes to the products available on each tier. All providers are not required to carry all brands on all tiers. For current listing of brands by tier, visit http://www.discovereyemed.com

#### Plan Details

Quote for group sitused in the State of OH and will be valid until the 1/1/2019 implementation date. Date Quoted 5/9/2018. Benefit allowances provide no remaining balance for future use within the same benefit frequency. Rates are valid only when the quoted plan is the sole stand-alone vision plan offered by the group. Percentage discounts are not part of the insurance benefit. Insured benefits are underwritten by Fidelity Security Life Insurance Company. Policy Number VC-19; Policy Form No. M-9083

#### Plan Exclusions

No benefits will be paid for services or materials connected with or changes arising from:

-orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;

-medical and/or surgical treatment of the eye, eyes or supporting structures; -any Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; safety eyewear;

-services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal,

state or subdivisions thereof;

-plano (non-prescription) lenses;

-non-prescription sunglasses;

-two pair of glasses in lieu of bifocals;

-services or materials provided by any other group benefit plan providing vision care;

-services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and services rendered to the Insured Person are within 31 days from the date of such order; or

-lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available.

By signing below, the Group agrees to receive all documents and correspondence electronically and that the Group can access the internet or the email address provided. The Group understands that the Group may revoke this authorization or request specific paper documents without revoking this authorization by contacting EyeMed by mail, email, or telephone. If Mercer County has chosen this benefit design, attach this document to the group application and sign here: 6/12/2018 | 1:24 PM EDT

erry lattin Signature

