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Sports Accident Insurance Proposal with Vivature Services For: MISSOURI WESTERN STATE UNIVERSITY



Prepared by: Chris Harrison
Proposal Date: 4/29/19
Valid for 90 days from proposal date

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Since every school has different needs, we provide multiple levels of services and pricing to meet the school's desired coverage. Based on our conversations, we suggest the following Vivature Services and Sports Accident Insurance to meet your coverage needs:

Company Information

Non-Insurance Benefit Providers

Orchestrate HR –

We offer insurance and Non-Insurance services from our family of Companies geared toward lowering operation costs to clients. The core services include human resource technology, human resource consulting, employee benefits consulting, third party administration and managing general underwriting. Based in Dallas, Texas, Orchestrate HR has been in business for 50+ years and currently serves over 6,000 clients with 600 corporate employees and offices in 13 different states.

Vivature, Inc. –

Vivature Inc., based in Dallas, TX has nearly 400 collegiate partners and has recently been named one of the top 25 emerging sports technology firms in sports today, according to the CIO Review. Using a multi-million-dollar enterprise level software database, Vivature clients use this software to improve the efficiency of the athletic department. The software, VivalQ, has application in the weight room, counseling & nutrition center, study hall, as well as within the athletic training room. All medical work recorded within the software become compliant medical records protecting the college/university from liability associated with delivering medical services. In the weight room, the technology provides the athletes and the university with technical data to help improve overall performance. When all the technology is used together, Vivature partners experience a much-improved communication process that does not change the work or workload each user performs. In fact, Vivature's VivalQ software make the work performed today become more streamlined.

Ebenconcepts – Managing Agency

Ebenconcepts is a privately-owned consulting and brokerage firm established in 1999. We have spent the last decade establishing ourselves as the "we do the work" company for simplified benefit administration and compliance.

Today we have offices throughout the United States including, California, South Carolina, Georgia, Kentucky, four offices in Texas, and seven offices in North Carolina and headquartered in Fayetteville, NC. From these offices, we serve clients from all over the country. No matter where you're located, Ebenconcepts' expertise is never far away.

We have used our vast experience in the employee benefit industry to become leading experts in what works and what doesn't in today's ever-changing environment of compliance, benefit management and administrative functions. Over the years, we have learned that our clients are looking for solutions. They look for someone to help them to increase efficiency, improve satisfaction, but also realize decreased costs. Collaboration with our clients is what makes the difference in developing effective and innovative best practices and benefit strategies.

Insurance Benefit Providers

Fidelity Security Life Insurance Company – Insurance Company

Headquartered in Kansas City, Mo., our nation's heartland, FSL embraces Midwestern values as a solid foundation for profitable performance. For more than 40 years, FSL has been a company eager to discover and capitalize on new opportunities. Since receiving a charter from the Missouri Department of Insurance in 1969, FSL has remained flexible and responsive in providing products that match both agent and policyholder needs.

Fidelity Security Life Insurance Company has been rated A- (Excellent) based on an analysis of financial position and operating performance by A.M. Best Company, an independent analyst of the insurance industry.



Secondary Sports Accident Insurance

Excess Accident Medical Expense:

Individual Deductible (per Insured per Covered Accident)	\$2,000
Percentage of Usual and Customary Amount:	100%
Maximum Benefit Amount per Insured, per Accident:	\$90,000
Expanded Medical Benefit for Covered Sports Conditions	
Heart and Circulatory Benefit	
HMO/PPO Denial Benefit	
Pre-existing Injury Benefit	

Benefit Period:

Treatment for First Covered Expense must begin within 90 days from the date of Injury.

Injuries must be incurred within 12 months of the effective date of the policy. Eligible expenses must be received within 24 months from the effective date of the policy in coordination with the NCAA Catastrophic Injury Policy.

Benefits are payable per Insured per Accident for up to 104 weeks no later than 7/31/21.

The Injury must occur after the Effective Date and prior to the Expiration Date and care must be Medically Necessary.

Accidental Death & Dismemberment Principal Sum:	\$10,000
Aggregate Policy Limit for Common Accident	\$500,000



Program Overview

Overview

As you are aware, this Sports Accident coverage is only made available to Colleges and Universities like yourself who currently participate in Vivature INC.'s compliance solution. Due to the structure of our service, and the fact that your university is currently using Vivature INC.'s solution, we know the impact (reduction) this will have on the member responsibility (which is a very large part of your current loss history) that traditional insurance carriers are unfamiliar with or simply neglect to recognize. This block of information allows us to start at a lower price point on your policy and the impact of all the other related services offered in this proposal will significantly lower the exposure your university currently absorbs. In summary, these two factors were provided to the insurance carrier that is providing this policy and they now understand your structure and the cost reductions steps we will take in the management services we will provide during this program. The result is a solution that we are pleased to provide your university.

Non-Insurance Services Provided – by Vivature, Inc

Below are the services we provide that others do not:

- Verification Process – Validate every primary insurance card provided on EVERY participant's new injury to ensure the coverage is active as well as to understand the benefits associated with the primary insurance policy. We also find out what claims are pending, current deductible balance, and if there are any appeals or medical record requests/in-process.
- Provider Verification – Primary Insurance In Network status of all standard medical providers used by the university (Hospitals/Surgery Center, Doctor, Anesthesiologist, Image Centers (MRI/X-Ray))
- Pre-Authorization/Pre-Certification obtained on all new Injuries. We contact the athlete's primary insurance company on every new injury and obtain a pre-authorization/pre-certification for the medical work that will be performed on the athlete if required by that athlete's insurance plan.
- Appeal HMO and non-network denials – Often in today's secondary Sports Accident Market, out of network HMO and out of network provider charges are denied and simply sent to the TPA for payment. We take a different approach. We have learned that appealing the initial denial results in the HMO or out of network carriers paying, reducing the cost your secondary insurance has to pay.
- National Insurance Carrier/Provider Discount Networks – Supplementing and/or replacing university direct contracts. This allows for the university and the carrier to pay less for uninsured or out-of-network claims.
- Special Enrollment Period (SEP) – This is provided under law and it allows for special cases to enroll into the federal exchange programs and obtain insurance coverage for those that have had coverage and lost coverage outside of standard open enrollment periods or having a qualifying event that would open the enrollment option. If your athlete qualifies for a SEP, it is an option to enroll that athlete into an eligible plan.
- COBRA – For an eligible athletic participant that may have lost primary coverage during the school year we will look into the option of COBRA eligibility to have coverage retro actively covered if applicable.
- No additional school staff needed (No need to hire an insurance coordinator)
- VivalQ Software - All claims administration is managed in the same enterprise level database provided by Vivature, Inc. that your athletic department is currently using.
 - This means all the documents associated with EVERY claim is in the same database
 - Injury information
 - Treatments performed
 - Primary Insurance Information
 - Paid Revenue to Athletic Department
 - EOB's
 - Family Savings
 - Referrals
 - Medical Charts
 - Standing Orders
 - Accounting – payments due to the university
 - All payments to outside providers (includes primary insurance)



- Pending payments to all medical providers
- Claims History
- NO CLAIM FORMS NEEDED

As part of our solution to the University, we will provide onsite training and web-based training for the VivalQ Software. This is a web-based software and can be accessed from anywhere the authorized user(s) can gain an internet connection. This is a HIPAA/FERPA/HITECH compliant software, that allows the University to restrict the view of users to meet their specific roles within the software. Since this is a single-entry database system, the University will have all the athlete's medical records in one secure location. Gone is the need for multiple databases and siloed information.

Insurance Services

We are providing your college/university with a Secondary Sports Accident quote that covers sports-related injuries. The Sports Accident insurance coverage is provided by Fidelity Security Life Insurance Company (FSL) which has offered a diverse portfolio of Supplemental Health & Accident products since 1969. Employer Direct Health (EDH) is the Third Party Administrator (TPA) who will work with you to provide the administration of your policy on behalf of FSL. EDH services will include working with your athletic department in maintaining eligibility records and providing claims adjudication services for sports-related injuries for your student athletes in coordination with the FSL Sports Accident Policy. There will be additional services provided that you may not be receiving from your current TPA. Employers Direct Health will take these additional steps to help both your university and the insurance companies reduce its cost and exposure associated with student-athlete medical care. In the Overview section of this proposal, you will find the lists of additional services that will be provided as part of this proposal.





PROPOSED SPORTS ACCIDENT INFORMATION

State:

MISSOURI

Policy Effective Date:

8/1/19

Policy Expiration Date:

7/31/20

ANNUAL COST INFORMATION

Check all that apply:

Individual Deductible Plan
\$113,500 Premium
\$5,000 Admin Fee

Insurance Coordinator Service
\$10,000 Fee



Sports Accident Insurance Details

ELIGIBLE CLASSES – Athlete must be entered into the VivalIQ Software database at the time of the injury

Intercollegiate Student Athletes Student Managers Student Trainers	Student Cheerleaders Student Dance Team Members
Prospective Athletes (while on campus during an official visit for which the athlete was invited by the Policyholder.)	

COVERED SPORTS

<u>INTERCOLLEGIATE MEN'S</u>	<u>INTERCOLLEGIATE WOMEN'S</u>	<u>INTERCOLLEGIATE CO-ED</u>
BASEBALL	BASKETBALL	CHEERLEADING
BASKETBALL	CROSS COUNTRY	STUDENT MANAGERS & TRAINERS
CROSS COUNTRY	GOLF	
FALL & SPRING FOOTBALL	SOCCER	
GOLF	SOFTBALL	
TRACK & FIELD	TENNIS	
	TRACK & FIELD	
	VOLLEYBALL	

COVERED ACTIVITIES

Regularly-scheduled practices or training Regularly-scheduled competitions or exhibition games Scheduled tryouts or workout sessions Team meetings Standard Cheerleading	Expanded Cheerleading Travel Supervised and Sponsored Sports Activities Prospective Athlete Visits
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EXCESS ACCIDENT MEDICAL EXPENSE COVERAGE DETAILS

Benefits are payable for the Covered Expenses incurred by an Insured due to an Injury related to a Covered Activity that are in excess of any similar benefits the Insured is eligible for due to the same accident under any Other Healthcare Plans.

Covered Expenses Include:

Inpatient Hospital Room & Board (Semi-Private or ICU) Miscellaneous Expenses for Outpatient Surgery Ambulatory Medical Center Hospital Emergency Room Treatment Surgery Anesthesia Hospital Charges for use of an Operating Room Physician and Surgeon Fees	Outpatient Licensed Nursing Services Outpatient X-ray, CT Scan, MRI and Lab Tests Outpatient Physiotherapy Medical Equipment Rental Blood and Blood Transfusions Ground or Air Ambulance Dental Treatment for Injury to Sound Natural Teeth Prescription Drugs
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ACCIDENTAL DEATH & DISMEMBERMENT COVERAGE DETAILS

Benefits are payable for the following losses incurred by the Insured due to a Covered Accident. The loss must occur within 365 days of the date of the Accident. Exposure and Disappearance coverage included.

Percentage of Principal Sum Payable For:

Loss of Life, Both Hands or Both Feet, One Hand and One Foot, Sight of Both Eyes, Speech and Hearing in Both Ears, One Hand or One Foot and Sight of One Eye	100%
Loss of One Hand or One Foot, Sight of One Eye, Speech or Hearing in Both Ears	50%
Loss of Thumb & Index Finger of Same Hand, 4 Fingers of Same Hand, All Toes of Same Foot	25%
Loss of Use of Both Arms and Legs	100%
Loss of Use of One Arm and One Leg	75%
Loss of Use of One Arm or One Leg	50%

Sports Accident Insurance Policy Exclusions

The Policy does not provide any benefits for the following: suicide or any attempt of suicide while sane or insane, or any intentionally self-inflicted Injury or Sickness or any attempt thereof (in Colorado, Missouri or Montana, while sane); any Pre-Existing Injury (if elected); committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation; participation in a riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. This does not include a loss that occurs while acting in a lawful manner within the scope of authority; declared or undeclared war or act of war or any act of declared or undeclared war. This does not include acts of terrorism; flight in, boarding or alighting from an aircraft, except as a passenger on a regularly scheduled commercial airline; travel in any aircraft owned, leased operated or controlled by the Policyholder, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the Policyholder if the aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year; sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not accidental, to viral, bacterial or chemical agents) whether the loss results directly or non-directly from the treatment except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food; voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a physician and taken in accordance with the prescribed dosage; injury payable under any Workers' Compensation Law, Occupational Disease Law or similar law, whether or not application for such benefits have been made; operating any type of vehicle or conveyance while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Insured has been provided a written warning against operating a vehicle or conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the state in which the Loss occurred; the insured's intoxication. The insured is conclusively deemed to be intoxicated if the level in the insured's blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether the insured is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officer's report, or similar items will be considered proof of the insured's intoxication; an accident if the insured is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the insured holds a valid learner's permit and (b) the insured is receiving instruction from a driver's education instructor; medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice, unless it occurs during treatment of an injury; losses that occur during any activity that is not sponsored, organized, supervised, scheduled or otherwise provided by the Policyholder; or if Travel is included as a Covered Activity, losses that occur: a) during travel to or from any activity if the Policyholder provides transportation to and from it for a group of two or more persons and the Insured is travelling to or from it by another means of transportation; b) during any activity that is not reasonably related to the Insured's covered travel; or c) during any activity that is not incidental to the purpose of a covered trip.

Excess Accident Medical Expense Benefit Exclusions: In addition to the above Exclusions, benefits will not be payable for the Excess Accident Medical Expense Benefit for: treatment, services or supplies not Medically Necessary, or in excess of the Usual and Customary amount; sales tax or gross receipt tax, or any charges to complete a claim form; any expense for which there is no legal obligation to pay, no charge is made or in the absence of coverage, no charge would be made; personal comfort items such as telephone, television or similar services; cosmetic surgery, except for reconstructive surgery needed as the result of an injury; any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) is considered by the U.S. Department of Health and Human Services or any of its agencies to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the U.S.; examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, orthopedic braces, or orthotic devices; treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay; services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay; rest cures or custodial care which do not assist the Insured to recover from an Injury; repair or replacement of existing dentures, partial dentures, braces or bridgework; orthopedic appliances used mainly to protect an injury so that the insured can take part in interscholastic, intercollegiate and club sports; expenses payable by any automobile insurance policy without regard to fault; treatment of Human Immunodeficiency Virus (HIV),



Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) regardless of the means by which it was acquired; or repair or replacement of existing artificial limbs, eyes and larynx.

Accidental Death & Dismemberment Limitations: If two or more Insureds are injured in one common Accident, the total maximum benefits payable for all Insureds for the AD&D benefit under the Policy are limited to an Aggregate Policy Limit for Common Accident. If the Aggregate Policy Limit for Common Accident Limit cannot pay the full amount of each claim to each insured or beneficiary, the amount of each claim will be paid in the same proportion that each claim has to the Aggregate Policy Limit for Common Accident. The insurance company is not liable for any benefit payments in excess of this Aggregate Policy Limit for Common Accident.

Continuation of Coverage

Coverage will continue as long as the group Policy remains in force and the premiums are paid. Coverage for each insured will continue as long as the Policy is in effect, the premiums are paid and the insured remains in an eligible class under the Policy.

Some provisions, benefits, exclusions or limitations may vary by state.
 Underwritten by Fidelity Security Life Insurance Company • Kansas City, MO 64111
 Policy No. BA-22 – Policy Form No. M-3045

This proposal sets forth coverage highlights only. Certain limitations and exclusions apply. Please review the Policy for complete details.

Intent to Participate:

School: MISSOURI WESTERN STATE UNIVERSITY

Name:

Darrell Morrison

 Darrell Morrison

Title

VP Financial Planning & Administration

Date:

7-1-19

9. Policy Effective Date: August 1, 2019
Policy Expiration Date: July 31, 2020

10. It is hereby understood that the following shall constitute the eligible Sports:

Class I: Baseball (Men), Basketball (Men & Women) Cheerleading (Coed), Cross Country (Men & Women), Football (Men), Golf (Men & Women), Soccer (Women), Softball (Women), Tennis (Women), Track & Field (Men & Women) and Volleyball (Women)

Covered Activities: Regularly-scheduled practices or training; Regularly-scheduled competitions or exhibition games, Scheduled tryouts, workout sessions, Team meetings, Standard Cheerleading, Expanded Cheerleading, Travel, Policyholder Supervised and Sponsored Sports Activities, Prospective Athlete Visits related to the listed sports.

Class II: Official Visits

11. Premiums: \$113,5000*

Application is hereby made for the Blanket Sports Accident insurance program provided under the group policy, underwritten by Fidelity Security Life Insurance Company ("the Company").

It is understood that coverage will not be effective and no coverage will be issued until this application has been received and accepted by the Company, or its authorized agent, and the premium has been paid as required by the Company.

I represent that all statements and answers recorded are true, complete, and accurate as of the date this application was signed and are made to obtain the insurance applied for. Any false statement or material misrepresentation in the application may result in claim denial or rescission of this Policy.

Upon acceptance of this application by the Company, or its authorized representative, the application becomes part of the Policy.

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.

Dated at: _____ this _____ day of _____,

Signed for the Applicant: *Blair D. King*

Title: Head Athletic Trainer

Licensed Agent (Name Typed or Printed): Chris Harrison

Licensed Agent Signature: *Chris Harrison*

Agent Number: 6553613

FOR COMPANY USE ONLY

Date: _____ Accepted By: _____

*Group Sports Accident Insurance Premium	\$113,500.00
Insurance Coordinator Service	\$10,000.00
TPA Administrative Fee	\$ 5,000.00
Total Cost	\$128,500.00

SCHEDULE OF BENEFITS

POLICY NUMBER: BA-22-MWSADS
POLICYHOLDER: Missouri Western State University
POLICY EFFECTIVE DATE: August 1, 2019
POLICY EXPIRATION DATE: July 31, 2020

Insurance benefits are determined by this Schedule of Benefits and the terms of the Policy.

ELIGIBLE CLASS(ES):

Class	Description
I	Intercollegiate Student Athletes
I	Student Managers
I	Student Trainers
I	Student Cheerleaders
I	Student Dance Team Members
II	Prospective Athletes while on campus during an official visit for which the Prospective Athlete was invited by the Policyholder

COVERED SPORT(S):

Sport	Intercollegiate	Intracollegiate	Men's Only	Women's Only	Coed
Basketball	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheerleading	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cross Country	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Baseball	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Track & Field	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Volleyball	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tennis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Soccer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Softball	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Football	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Golf	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COVERED ACTIVITY(IES):

Regularly-scheduled practices or training	Expanded Cheerleading
Regularly-scheduled competitions or exhibition games	Travel
Scheduled tryouts or workout sessions	Supervised and Sponsored Sports Activities
Team meetings	Prospective Athlete Visits
Standard Cheerleading	

BENEFITS (Class I & II):

Accidental Death and Dismemberment	Principal Sum:	<u>\$10,000</u>
	Aggregate Policy Limit for Common Accident:	<u>\$500,000</u>
Excess Accident Medical Expense	Individual Deductible (per Insured per Covered Accident):	<u>\$2,000</u>
	Percentage of Usual and Customary Amount:	<u>100%</u>
	Maximum Benefit Period per Insured, per Accident:	<u>104 weeks</u>
	Maximum Benefit Amount per Insured, per Accident:	<u>\$90,000</u>
	First Covered Expense incurred within:	<u>90 days</u>



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: BA-22-MWSADS
POLICYHOLDER: Missouri Western State University
DELIVERY ADDRESS: 4525 Downs Dr
St. Joseph, MO 64507
STATE OF ISSUE: Missouri
POLICY EFFECTIVE DATE: August 1, 2019
POLICY EXPIRATION DATE: July 31, 2020

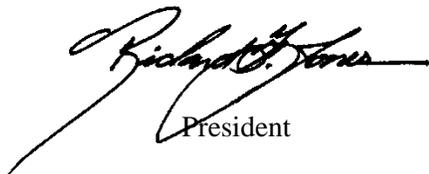
Fidelity Security Life Insurance Company ("the Company") agrees to pay benefits provided by the Policy in accordance with its terms and conditions.

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 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



Bradford R. Jones
Secretary

BLANKET SPORTS ACCIDENT INSURANCE POLICY
SPECIFIED TERM
SICKNESS NOT COVERED
THIS IS A LIMITED BENEFIT POLICY
Please read the Policy carefully.

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DEFINITIONS

Accident means an external event occurring by chance or unintentionally during the Policy Term. An Accident must be independent of any Sickness. The Insured must be covered under the Policy and be participating in a Covered Activity related to a Covered Sport at the time of the Accident.

Aircraft means a vehicle which:

1. has a valid Airworthiness Certificate; and
2. is being flown by a pilot with a valid license to operate such vehicle.

Airworthiness Certificate means a "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America (FAA) or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.

Common Carrier or Public Conveyance means:

1. a Conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or
2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country.

Company means Fidelity Security Life Insurance Company.

Confined or Confinement means the Insured is admitted to a facility as a registered bed patient and at least one day's room and board is charged. The Confinement must be Medically Necessary and be ordered by a Physician.

Confinement does not include treatment received in a Hospital emergency room, an observation room, a free-standing surgical facility or the outpatient department of a Hospital.

Conveyance means a motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority.

Covered Activity or Covered Activities means an activity shown in the Schedule of Benefits that is sponsored, organized, scheduled or otherwise provided by the Policyholder. The Covered Activity must be a part of a Covered Sport.

Covered Expense or Covered Expenses means Medically Necessary expenses incurred by or on behalf of an Insured due to an Injury for the treatment, services, or supplies covered under the Policy. The expense must be due to an Injury that occurs while the Insured is participating in a Covered Activity related to a Covered Sport.

Covered Expenses are deemed incurred on the date the treatment is rendered or the service is given.

Covered Loss means a loss payable under the Policy for an Injury that occurs during a Covered Activity related to a Covered Sport.

Covered Sport means a sport shown in the Schedule of Benefits that is sponsored, organized, scheduled or otherwise provided by the Policyholder.

Effective Date means, for the Policy, the date shown in the Policy face page. Effective Date means, for an Insured, the date the Insured 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.

Expanded Cheerleading means cheering or participating in supervised and sponsored fund-raisers, alumni events, camps, clinics, competitions and any activity for which the participating school has requested the cheerleading squad's attendance or participation.

Health Maintenance Organization (HMO) means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider of service.

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

Hospital means an institution that meets all the following requirements:

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

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

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

Individual Deductible means the amount of Covered Expenses that the Insured must pay before benefits are payable under the Policy. The Deductible is shown in the Schedule of Benefits. The Deductible will be reduced by the amount of medical expenses payable under any Other Health Plan for a Covered Loss.

Injury means bodily Injury sustained by an Insured due to an Accident, directly and independently of all other causes, that occurs while the Policy is in force. All Injuries sustained by an Insured in any one Accident are considered a single Injury.

Inpatient means the Insured is Confined when covered services are received.

Insured means a person who is in an Eligible Class as defined by the Policyholder for whom premium has been paid and whose coverage under the Policy has become effective and has not ended. The Eligible Classes are shown in the Schedule of Benefits.

Intercollegiate Sport means a sport which:

1. has been accorded varsity status by the Policyholder;
2. is administered by the Policyholder's department of intercollegiate athletics for which the eligibility of the participating student athlete is reviewed and certified in accordance with the applicable intercollegiate sports organization's legislation, rules or regulations; and
3. entitles qualified participants to receive the Policyholder's official awards.

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

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

Non-Preferred Provider means a Hospital, Physician, or other health care provider which is not a member of an HMO or PPO plan.

Nurse means a licensed graduate Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.). He or she may not be the Insured, a member of the Insured's Immediate Family or a person employed or retained by the Policyholder.

Other Healthcare Plan means any arrangement, which provides benefits or services for healthcare, dental care, disability benefits or repatriations of remains. Other Healthcare Plan includes, but is not limited to, group or blanket insurance plans; group Blue Cross Blue Shield, or other group prepayment coverage plans; coverage provided through automobile "fault" or "no fault" insurance; or coverage under labor-management trusteed plans, union welfare plans, employer organizational plans, employee benefit organizational plans, self-funded plans or other arrangements of benefits for persons of a group. Other Healthcare Plan does not include TRICARE, Medicare or Medicaid.

Outpatient means the Insured is not Confined when covered services are received.

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, a member of the Insured's Immediate Family or a person employed or retained by the Policyholder.

Policy Term means the 12-month period beginning on the Policy Effective Date and ending on the Policy Expiration Date, or the actual period of time during which the Policy is in force if the Policy terminates prior to the Expiration Date.

Policyholder means the entity in whose name the Policy is issued.

Pre-Existing Injury means an Injury that occurred before the Insured's coverage became effective under the Policy and:

1. was treated by a Physician or treatment had been recommended by a Physician;
2. required taking prescribed drugs or medicines; or
3. first manifested itself, worsened, became acute or exhibited symptoms that would have caused an ordinarily prudent person to seek diagnosis.

Preferred Provider Organization (PPO) means an organization offering health care services through designated health care providers who have agreed to perform these services at a rate negotiated between the health care provider and the PPO.

Private Passenger Automobile means a validly registered, four-wheel private passenger vehicle, including Policyholder-owned cars, campers, motor homes, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxi cab, bus or other Public Conveyance will not be considered a Private Passenger Automobile.

Prospective Athlete Visits mean any Policyholder sponsored, organized, supervised, scheduled or otherwise provided activity related to visiting the Policyholder's campus and facilities at the Policyholder's expense or based on a formal invitation that occurs:

1. on the premises of the Policyholder during normal hours of operation;
2. on the premises of the Policyholder during the time scheduled by the Policyholder; or
3. at another site designated by the Policyholder during the time scheduled by the Policyholder.

Schedule of Benefits means the page which gives basic information referenced in the Policy.

Scheduled Airlines or **Scheduled Aircraft** means any carrier holding a certificate, license or similar authorization for civilian scheduled air transport issued by the country of the Aircraft's registry, and which, in accordance with that authorization flies, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, but only if the Aircraft is then used for any regular or chartered flight operated by such carrier.

Sickness means a disease or illness, or more than one disease or illness, resulting from the same or related causes or conditions, including all complications thereof and all related conditions and recurrences.

Standard Cheerleading means cheering at competition or exhibition game, practice session and pep rally if authorized by, organized by and directly supervised by an official coach or advisor of the Policyholder and in preparation for a competition of a Covered Sport. Standard Cheerleading does not include camps, clinics, competitions, fund-raisers, alumni events, or any event not conducted by the Policyholder.

Supervised and Sponsored Sports Activities mean any activity related to a Covered Sport. The Covered Sport must:

1. take place on the Policyholder's premises during scheduled hours;
2. take place at another site at which the activity is scheduled; or
3. be sponsored, organized or otherwise provided by the Policyholder.

In addition, the Covered Activity must be supervised by a coach, referee or by another adult specifically assigned supervisory duties and authority for that activity by the Policyholder.

Travel means transportation on a Common Carrier or Private Passenger Automobile driven by an adult with a valid drivers' license whom the Policyholder has specifically designated to transport Insureds to a Covered Activity. It must be direct and without interruption:

1. between home and the premises of the Policyholder;
2. between home and another meeting place designated by the Policyholder;
3. between home and another site designated by the Policyholder, where a Covered Activity is scheduled; or
4. between the premises of the Policyholder or other meeting place it designates, and another site where a Covered Activity is scheduled.

It includes transportation to a Covered Activity when the Insured's participation or attendance requires the Insured to be away from the Insured's normal residence for a stay of one or more nights.

Usual and Customary Charges means the lesser of the actual charge billed or the allowable charge negotiated by an Other Healthcare Plan. If the Insured is not covered under an Other Healthcare Plan, it will be the lesser of the actual charge billed or 100% of the Medicare eligible expenses.

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 date the Insured becomes a member of an Eligible Class as shown in the Schedule of Benefits subject to payment of the first premium.

BENEFITS

The following benefits are payable for Eligible Class(es) of Insureds who are covered under the Policy as shown in the Schedule of Benefits, subject to the terms, conditions, limitations, exclusions and Schedule of Benefits. The Covered Loss must occur while the Insured is participating in a Covered Activity related to a Covered Sport.

Accidental Death and Dismemberment. If a covered Injury results in the Insured suffering any one of the Losses listed below, the Company will pay the listed benefit. The Principal Sum is shown in the Schedule of Benefits.

The Insured must be covered by this Policy at the time of the Accident. The loss must occur within 365 days of the date of the Accident.

<u>Loss of</u>	<u>Benefit</u>
Life.....	Principal Sum
Both Hands.....	Principal Sum
Both Feet.....	Principal Sum
Sight of Both Eyes.....	Principal Sum
One Hand and One Foot.....	Principal Sum
Speech and Hearing in Both Ears.....	Principal Sum
One Hand and Sight of One Eye.....	Principal Sum
One Foot and Sight of One Eye.....	Principal Sum
One Hand.....	50% of Principal Sum
One Foot.....	50% of Principal Sum
Sight of One Eye.....	50% of Principal Sum
Speech.....	50% of Principal Sum
Hearing in Both Ears.....	50% of Principal Sum
Use of Both Arms and Legs.....	100% of Principal Sum
Use of One Arm and One Leg.....	75% of Principal Sum
Use of One Arm or One Leg.....	50% of Principal Sum
Thumb and Index Finger of Same Hand.....	25% of Principal Sum
Loss of all Four Fingers of the Same Hand.....	25% of Principal Sum
Loss of all Toes of the Same Foot.....	25% of Principal Sum

If more than one loss occurs due to the same Accident, the Company will only pay one benefit amount not to exceed the amount payable for the greater of the two Losses.

For purposes of this benefit, the following definitions apply:

“Loss of a Foot” means complete Severance through or above ankle joint.

“Loss of a Hand” means complete Severance through or above the wrist.

“Loss of Hearing” means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

“Loss of Sight” means the total, permanent Loss of Sight of one eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

“Loss of Speech” means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

“Loss of a Thumb” and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

“Loss of Toes” means complete Severance through the metatarsophalangeal joint.

“Loss of Use” means the total loss of movement or total feeling in the arm including the hand, or in the leg including the foot, and the loss is determined by a Physician to be total and irrecoverable.

“Severance” means complete separation and dismemberment of the part from the body.

Exposure and Disappearance. If the Insured is Exposed and as a result of such exposure suffers a Loss for which an Accidental Death or Accidental Dismemberment Benefit is otherwise payable under the Policy, the Company will pay the listed benefit.

If the body of an Insured has not been found following a Disappearance, the Company will pay the Loss of Life benefit under the Accidental Death and Dismemberment benefit.

For purposes of this benefit, the following definitions apply:

“Disappearance” means the Insured’s body has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a Conveyance in which the Insured was an occupant while covered under this Policy while participating in a Covered Activity related to a Covered Sport while covered under the Policy.

“Exposed” or “Exposure” means the Insured is unavoidably exposed to the elements which is a direct result from a Covered Activity related to a Covered Sport while covered under the Policy.

Excess Accident Medical Expense Benefit. Benefits are payable at the percentage of Usual and Customary Charges shown in the Schedule of Benefits for the Covered Expenses listed below that are incurred by an Insured due to an Injury related to a Covered Activity that are in excess of any similar benefits the Insured is eligible for due to the same accident under any Other Healthcare Plans. Benefits are payable up to the Maximum Benefit Amount, subject to the Individual Deductible shown in the Schedule of Benefits and are paid without regard to any coordination of benefits provision in any Other Healthcare Plan.

The first Covered Expense must be incurred within the number of days shown in the Schedule of Benefits from the date of the Accident. Covered Expenses must be incurred before the end of the Maximum Benefit Period which begins on the date of the Accident. If an Insured suffers an Injury prior to the Policy Expiration Date, benefits continue to be payable for Covered Expenses until the earlier of:

1. the date the Maximum Benefit Period is reached; or
2. the date the Maximum Benefit Amount is paid.

Inpatient Hospital Room and Board. Hospital Confinement in a semi-private room or an intensive care unit of a Hospital.

Miscellaneous Expenses. Miscellaneous expenses charged by a Hospital or ambulatory surgical center for Outpatient surgery. Miscellaneous expenses include, but are not limited to: X-ray, laboratory, In-Hospital physiotherapy, Nurse services, orthopedic appliances, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital stay. Miscellaneous expenses do not include personal supplies and services, such as barber or beautician services and television when provided during a Hospital stay.

Ambulatory Medical Center. Medical or surgical treatment provided in a licensed facility providing ambulatory surgical or medical treatment that is not part of a Hospital or Physician’s office.

Emergency Room Treatment. Outpatient emergency room treatment performed in a Hospital.

Surgery.

1. Surgical procedure. Two or more surgical procedures performed through the same incision will be considered as one procedure. However, the Company will pay up to 50% of the Usual and Customary Charge for a second surgical procedure when performed through different incisions during the same surgical session;
2. An assistant surgeon assisting a Physician performing a surgical procedure;
3. Treatment of fractured and dislocated bones, operations that involve cutting or incision or suturing of wounds or any other surgical procedure, including aftercare, which is given in the Outpatient department of a Hospital or an ambulatory surgical center; and
4. Any braces, splints or other devices required after surgery to ensure proper healing.

Physician’s Surgical Facilities. The use of the Physician’s surgical facilities.

Second Opinion or Consultation. A Physician for a second surgical opinion or consultation.

Physician's Assistant. A Physician's Assistant, other than pre- or post-operative care, second opinion or consultation, for:

1. In-Hospital visits; and
2. office visits.

Anesthesia. A Physician for anesthesia and its administration.

In-Hospital or Office Visits. A Physician, other than pre- or post-operative care, second opinion or consultation, for:

1. In-Hospital visits; and
2. office visits.

Outpatient X-ray, CT Scan, MRI and Laboratory Tests. Outpatient X-rays, except dental X-rays, CT Scans, MRI's, and laboratory tests.

Outpatient Physiotherapy. Outpatient Physiotherapy. For this benefit, "Physiotherapy" means acupuncture, microthermy, manipulation, diathermy, massage therapy, heat treatment, and ultrasonic treatment.

Outpatient Nursing Services. Outpatient services rendered by a Nurse.

Ambulance Services. Ground or air ambulance service to transport the Insured from the place where the Accident occurred to the nearest medical facility or to another appropriate medical facility, if a Physician specifies in writing that specialized care is not available in the first facility to treat the Injuries.

Medical Equipment Rental. Rental or, if less, purchase of:

1. a wheelchair or Hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Insured and that can only be used by the Insured. Permanent or temporary therapeutic value is determined by the Physician.

Medical Equipment Rental does not include computers, motor vehicles and modifications thereof, ramps, installation costs, eyeglasses and hearing aids.

Medical Services and Supplies. Blood and blood transfusions, including processing and administration; and cost and administration of oxygen and other gases.

Medical Services and Supplies does not include the cost of storage of blood for any reason.

Dental Services. Dental treatment for Injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps;
2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include examinations, X-rays, restorative treatment, endodontics, oral surgery and initial braces required for treatment of an Injury and treatment of gingivitis resulting from trauma.

If there is more than one way to treat a dental problem, the Company will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

Prescription Drugs. Drugs that: (a) can only be obtained through a Physician's written prescription; and (b) are approved for such prescription use by the Federal Drug Administration (FDA). The Company will also pay Medically Necessary

Covered Expenses incurred for drugs that meet all of the above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA.

Covered Expense for a prescription drug is limited to the cost of a generic drug unless:

1. substitution of a generic drug is prohibited by law;
2. no generic drug is available; or
3. the Insured's Physician specifically requests that a non-generic drug be dispensed to the Insured.

Expanded Medical Benefit for Covered Sports Conditions. The Excess Accident Medical Expense Benefit is payable for Covered Expenses for the treatment of bursitis, sprain, hernia, muscle tears, tendonitis and repetitive motion injuries if they are aggravated by the Insured's participation in a Covered Activity related to a Covered Sport. Benefits are subject to the same maximums, limitations and deductible as for an Injury.

Heart and Circulatory Benefit. The Excess Accident Medical Expense Benefit is payable for Covered Expenses for the treatment of heat exhaustion, heart attack, cardiac arrest, stroke, or burst aneurysm if the conditions occur and are manifested during a Covered Activity. This benefit does not include coverage for hypertension or angina. The condition must be first diagnosed and treated while the Insured's coverage under the Policy is in force and occur while participating or within 24 hours following participation in a Covered Activity related to a Covered Sport. With the exception of heat exhaustion, the Insured must have been released to play if before such participation the Insured has been medically advised of or received any medical treatment for such heart malfunction. Benefits are subject to the same maximums, limitations and deductible as for an Injury.

HMO/PPO Denial Benefit. The Excess Accident Medical Expense Benefit is payable for Covered Expenses when benefits are denied or reduced by an HMO or PPO plan because services provided to treat the Injury were:

1. rendered by a Non-Preferred Provider; or
2. received outside of the network's service area.

If benefits are reduced rather than denied by an HMO or PPO for the reasons described above, the Company will pay an amount equal to the Medically Necessary Covered Expense incurred less the amount paid by the HMO or PPO. Benefits are subject to the same maximums, limitations and deductible as for an Injury.

Pre-Existing Injury Benefit. The Excess Accident Medical Expense Benefit is payable for Covered Expenses for the treatment of an aggravation or re-injury of a Pre-Existing Injury. Benefits are subject to the same maximums, limitations and deductible as for an Injury.

Non-Duplication of Benefits. This provision applies if:

1. the Insured is covered by any Other Healthcare Plan; and
2. payment of benefits would exceed the expenses actually incurred by the Insured.

In this case, the Covered Expenses payable under the Policy will be reduced by the excess amount of benefits. The total amount of benefits payable under the Other Healthcare Plan and the Policy will not exceed 100% of the actual expenses incurred.

LIMITATIONS AND EXCLUSIONS

Limitations

Accidental Death and Dismemberment Aggregate Policy Limit for Common Accident. If two or more Insureds are injured in one common Accident, the total maximum benefits payable for all Insureds for the Accidental Death and Dismemberment benefit under the Policy are limited to an Aggregate Policy Limit for Common Accident. The Aggregate Policy Limit for Common Accident is shown in the Schedule or Benefits.

If the Aggregate Policy Limit for Common Accident Limit cannot pay the full amount of each claim to each Insured or beneficiary, the amount of each claim will be paid in the same proportion that each claim has to the Aggregate Policy Limit for Common Accident.

The Company is not liable for any benefit payments in excess of this Aggregate Policy Limit for Common Accident.

Exclusions

The Policy does not provide any benefits for the following:

1. suicide or any attempt of suicide, while sane;
2. any intentionally self-inflicted Injury or Sickness or any attempt thereof while sane;
3. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
4. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
5. declared or undeclared war or act of war or any act of declared or undeclared war. This does not include acts of terrorism;
6. flight in, boarding or alighting from an Aircraft, except as a passenger on a regularly scheduled commercial airline;
7. travel in any Aircraft owned, leased operated or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
8. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non-directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
9. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
10. Injury payable under any Workers' Compensation Law, Occupational Disease Law or similar law, whether or not application for such benefits have been made;
11. operating any type of vehicle or Conveyance while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Insured has been provided a written warning against operating a vehicle or Conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the state in which the Loss occurred;
12. the Insured's intoxication. The Insured is conclusively deemed to be intoxicated if the level in the Insured's blood exceeds the amount at which a person is presumed, under the law of the locale in which the Accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether the Insured is in fact operating a motor vehicle, when the Injury occurs. An autopsy report from a licensed medical examiner, law enforcement officer's report, or similar items will be considered proof of the Insured's intoxication;
13. an Accident if the Insured is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured holds a valid learner's permit and (b) the Insured is receiving instruction from a driver's education instructor;

14. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice, unless it occurs during treatment of an Injury;
15. Losses that occur during any activity that is not sponsored, organized, supervised, scheduled or otherwise provided by the Policyholder; or
16. if Travel is included as a Covered Activity, Losses that occur:
 - a. during travel to or from any activity if the Policyholder provides transportation to and from it for a group of two or more persons and the Insured is travelling to or from it by another means of transportation;
 - b. during any activity that is not reasonably related to the Insured's covered travel; or
 - c. during any activity that is not incidental to the purpose of a covered trip.

Exclusions for the Excess Accident Medical Expense Benefit

In addition to the above Exclusions, Benefits will not be payable for the Excess Accident Medical Expense Benefit for:

1. treatment, services or supplies not Medically Necessary, or in excess of the Usual and Customary amount;
2. sales tax or gross receipt tax, or any charges to complete a claim form;
3. any expense for which there is no legal obligation to pay, no charge is made or in the absence of coverage, no charge would be made;
4. personal comfort items such as telephone, television or similar services;
5. cosmetic surgery, except for reconstructive surgery needed as the result of an Injury;
6. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment of supplies that: (a) that is considered by the U.S. Department of Health and Human Services or any of its agencies to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States;
7. examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, orthopedic braces, or orthotic devices;
8. treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;
9. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
10. rest cures or custodial care which do not assist the Insured to recover from an Injury;
11. repair or replacement of existing dentures, partial dentures, braces or bridgework;
12. orthopedic appliances used mainly to protect an Injury so that the Insured can take part in interscholastic, intercollegiate and club sports;
13. expenses payable by any automobile insurance policy without regard to fault;
14. treatment of Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) regardless of the means by which it was acquired; or
15. repair or replacement of existing artificial limbs, eyes and larynx.

TERMINATION OF INSURANCE

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

1. any date on or after the date the Company receives the Policyholder's written request for termination;
2. the date the required premium has not been paid, except as provided in the Grace Period provision; or
3. the Policy Expiration Date.

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

Termination of the insurance of any Insured will be without prejudice to any Accident or Injury originating before the date of termination.

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; or
3. the date the Insured is no longer in an Eligible Class.

PREMIUMS

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

Premium Changes. The Company has the right to change the premium rates if the terms of the Policy are changed or the number of Insureds is increased or decreased by 10% or more. Any increase or decrease in rate will take effect on the effective date of the change. A pro rata adjustment will apply from the effective date of such change to the end of the period for which premium has been paid, if applicable.

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 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 3130 Broadway, Kansas City, Missouri 64111-2406, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured, the Policy Number and the nature of the loss. Failure to give notice within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give notice within that time, if notice is furnished as soon as reasonably possible.

Claim Forms. The Company will furnish claim forms to the Insured within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured making such claim will be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting 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. Any benefits payable on or after the Insured's death, unless assigned, will be paid 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, within 12 months from the date the claim was paid.

Physical Examination and Autopsy. The Company, at the Company's expense, will have the right and opportunity to examine any Insured for whom a claim is pending when and as often as it may reasonably be required during the pendency of a claim. The Company, at the Company's expense, will have the right to make an autopsy in case of death, unless it is forbidden by law.

Legal Actions. No Insured 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 lives, the limit is extended to meet the minimum time allowed by such law.

GENERAL PROVISIONS

Choice of Physician. The Insured is free to be treated by any Physician the Insured 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 can be used in a contest after the Insured's insurance has been in force for two years during the Insured's lifetime. No statement an Insured makes can be used in a contest unless it is in writing and signed by the Insured.

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.

Other Insurance with This Insurer. Insurance that is effective at any one time on the Insured under a similar contract, policy or rider with the Company is limited to the one such plan elected by the Insured, the Insured's beneficiary or the Insured's estate. The Company will return all premiums paid for all other such plans issued after the first plan became effective.

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

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?

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.
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What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ■ Social Security number and transaction history ■ medical information and insurance claim information ■ assets and checking account information <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
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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.
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Reasons we can share your personal information	Does Fidelity Security Life share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?	Call 800-648-8624 or go to www.fslins.com or www.ftj.com
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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 Insurance Company and Affiliates protect my personal information?	<p>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.</p> <p>These physical, electronic and procedural safeguards were created to protect your information. We also limit employee access as appropriate.</p>
How does Fidelity Security Life Insurance Company and Affiliates collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ apply for insurance or pay insurance premiums ■ file an insurance claim or give us your contact information ■ show your driver's license <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes – information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include Fidelity Security Life Insurance Company of New York, Forrest T. Jones & Company, Inc., Forrest T. Jones Consulting Company and National Pension & Group Consultants, Inc.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Fidelity Security Life Insurance Company does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include insurance agencies, broker dealers and investment advisor firms.</i>

Other important information	