



FIDELITY SECURITY LIFE INSURANCE COMPANY

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

Policy No.: MG-100 OP2 22135 Policy Effective Date: May 1, 2013

Policy Anniversary Date: May 1, 2014 and each May 1 thereafter

State of Issue: Texas

The Policy is a contract between the Company and A-One Chemicals & Equipment, Inc.
(Herein Called the Policyholder)

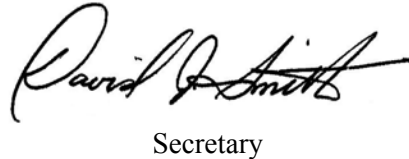
In consideration of the application of the Policyholder, a copy of which is attached to and made a part of the Policy, and of the payment of premiums in the amounts and at the times provided, the Company agrees to pay the benefits provided, subject to all the provisions of the Policy.

The Policy takes effect on the Policy Effective Date, 12:01 A.M. Standard Time, at the Policyholder's address, and will, subject to the Termination provision, continue in effect as long as premium is paid. Policy years and months are determined from the Policy Anniversary Date. The Policy may be modified by mutual agreement between the Policyholder and the Company.

IN WITNESS WHEREOF, Fidelity Security Life Insurance Company has caused the Policy to be signed by its President and Secretary at Kansas City, Missouri.

FIDELITY SECURITY LIFE INSURANCE COMPANY


President


Secretary

THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.

THIS IS A LIMITED BENEFIT POLICY

**GROUP HOSPITAL CONFINEMENT INDEMNITY POLICY
RENEWABLE AT THE OPTION OF THE COMPANY
NON-PARTICIPATING**

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact Special Insurance Services, Inc. at:

1-800-767-6811

You may call Fidelity Security Life Insurance Company's toll-free number for information or to make a complaint at:

1-800-648-8624

You may also write to Fidelity Security Life Insurance Company at:

Fidelity Security Life Insurance Company
3130 Broadway
Kansas City, MO 64111-2406

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact Fidelity Security Life Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse Special Insurance Services, Inc. al:

1-800-767-6811

Usted puede llamar al numero de telefono gratis de Fidelity Security Life Insurance Company para informacion o para someter una queja al:

1-800-648-8624

Usted tambien puede escribir a Fidelity Security Life Insurance Company al:

Fidelity Security Life Insurance Company
3130 Broadway
Kansas City, MO 64111-2406

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concierne a su prima o a un reclamo debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Employer Application

Special Insurance Services, Inc.
 2740 Dallas Parkway, Suite 100
 Plano, Texas 75093
 (972) 788-0699 (800) 767-6811
 Fax: (972) 960-0377

Policy No. MG-100; M-9054E

Application is hereby made by:
A-ONE CHEMICALS AND EQUIPMENT,
(full name of organization/firm)
 Type of Business BLENDED CHEMICALS & EQUIP. INC
 Located at 2902 EAST X Street MENT SALES
Number Street
Deer Park TX 77536
City State Zip
MMOSER@a-onechemicals.com
E-Mail Address

Underwritten by Fidelity Security Life Insurance Company

1 Insurance shall be:
 Employee Only Cost: 100% Employer Contribution 0% Employee Contribution
 Dependent Cost: 50% Employer Contribution 50% Employee Contribution

2 Total number of employees: 8 *Eligible employees includes owners, partners, and executive officers.*
 Number of employees eligible for this plan: 8 *Number of hours eligible employees must work per week: 30+*
 Number of employees participating: 8
 Percentage of participating employees: 100%
 Number of dependents to be covered: 3

*Include retirees who retire prior to age 65:
 Yes No
If yes, such retirees must be covered by Employer's Major Medical/Comprehensive policy.
 *Number of retirees to be covered: 0

Include coverage for Domestic Partners: Yes No
 (Domestic Partner means an adult who is in a committed relationship with an employee wherein the Domestic Partner and the employee are mutually responsible for one another financially and otherwise.)

3 In-Hospital Plan of benefits requested for all employees:
 \$500 \$1,000 \$1,500 \$2,000 \$2,500
 \$3,000 \$3,500 \$4,000 \$5,000 Other: \$ _____
 Plan I: \$ 5000 Plan II: \$ 0

Outpatient Benefit: OPI OPII: Plan I: \$ 2500 Plan II: \$ 0
 \$200 \$500 \$1,000 \$2,000 Other: \$ 2500

Physician Benefit: Plan I: \$ N/A Plan II: \$ 0
 \$15 visit up to the lesser of \$120 or 8 visits per family, per Calendar Year
 \$20 visit up to the lesser of \$240 or 12 visits per family, per Calendar Year

Wellness Rider: Plan I: \$ N/A Plan II: \$ N/A
 \$100 \$200 \$500

Outpatient Prescription Drug Benefit Rider: Generic Generic/Brand: Plan I: N/A Plan II: N/A

Term Life and AD&D Rider: Plan I: \$ N/A Plan II: \$ N/A
 \$5,000 \$10,000 \$15,000 \$20,000

4 Billing Method: Monthly List Bill (First Month Premium is due at time of application)

Billing Information:
 Mailing/Billing Address: P.O. Box 1509, Deer Park, Tx 77536

Are multiple billings required? Yes No If Yes, attach a list of each location and their physical address.
 Mail Premium Notice to: Employer Third Party Payor*
 *Third Party Payor is acting on behalf of the Employer and not the Insurance Company.

Third Party Payor: _____
Mailing Address: _____
Contact Person/Title: _____

Copy Agent in on all correspondence? Yes No If No, all correspondence will be handled directly with the Employer.

The effective date of this insurance applied for will be the later of the first day of the month following the acceptance of employee Enrollment Forms by the Company and receipt of premium payment, or the Employee's effective date under the Employer's Major Medical/ Comprehensive coverage.

Requested effective date for group: 5/1/13

I understand that requests submitted to the Company for individual employee cancellation of coverage and return of premium, if any, must be signed by the employee.

The Policy forms will be delivered to the group electronically unless you request in writing to receive a paper copy. The Certificate package for distribution to all insureds will be delivered to you electronically unless you request in writing to receive a paper copy for distribution.

Signature of Employer Marlin Moser Title GM Date 4/23/13
Contact Person MARLIN MOSER Daytime Telephone No. 281-542-5000

EMPLOYER AUTHORIZATION

DIRECT BILL:

Organization/Firm A-ONE CHEMICALS + EQUIPMENT, INC
Billing Address ^{P.O. Box} 1509 City DEER PARK State TX Zip Code 77536
(If different from the first page)
Employer's Signature [Signature]

AGENT INFORMATION:

Writing Agent Name JOHN G. SULLIVAN
Agent Address 3110 W. NASA BLVD WEBSTER TEXAS 77598
E-Mail Address JOHN-MARY.SULLIVAN@NASSAUROYAGENCY.COM.
Tax ID No. (If none, Social Security No.) _____
Commission Paid To JOHN G. SULLIVAN
Are you appointed with Fidelity Security Life Insurance Company? Yes No
If "No", contact Fidelity Security Life Insurance Company immediately regarding appointment.

Third Party Payor: _____
Mailing Address: _____
Contact Person/Title: _____
Copy Agent in on all correspondence? Yes No If No, all correspondence will be handled directly with the Employer.

The effective date of this insurance applied for will be the later of the first day of the month following the acceptance of employee Enrollment Forms by the Company and receipt of premium payment, or the Employee's effective date under the Employer's Major Medical/ Comprehensive coverage.

Requested effective date for group: 5/1/13

I understand that requests submitted to the Company for individual employee cancellation of coverage and return of premium, if any, must be signed by the employee.

The Policy forms will be delivered to the group electronically unless you request in writing to receive a paper copy. The Certificate package for distribution to all insureds will be delivered to you electronically unless you request in writing to receive a paper copy for distribution.

Signature of Employer Marlin Moser Title GM Date 4/23/13
Contact Person MARLIN MOSER Daytime Telephone No. 281-542-5000

EMPLOYER AUTHORIZATION

DIRECT BILL:

Organization/Firm A-ONE CHEMICALS + EQUIPMENT, INC
Billing Address ^{P.O. Box} 1509 City DEER PARK State TX Zip Code 77536
(If different from the first page)
Employer's Signature [Signature]

AGENT INFORMATION:

Writing Agent Name JOHN G. SULLIVAN
Agent Address 3110 W NASA BLVD WEBSTER TEXAS 77598
E-Mail Address JOHN-MOBY.SULLIVAN@NASSAUBAYAGENCY.COM.
Tax ID No. (If none, Social Security No.) _____
Commission Paid To JOHN G. SULLIVAN
Are you appointed with Fidelity Security Life Insurance Company? Yes No
If "No", contact Fidelity Security Life Insurance Company immediately regarding appointment.

* John G. Sullivan 5-3-13

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DEFINITIONS

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

Coinsurance means that dollar amount of covered Hospital medical expenses, after Deductible, not payable under the Insured Person's Major Medical/Comprehensive Policy.

Certificate Schedule means the page which gives basic information about the Certificate. It includes such important items as the Policy Number, Effective Date and the Insured Persons.

Deductible means the dollar amount of Deductible that applies to all the covered Hospital medical expenses under the Insured Person's Major Medical/Comprehensive Policy.

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

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

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

Hospital means a legally authorized and operated institution for the care and treatment of sick and injured persons. It must have graduate registered nurses (R.N.) on 24-hour call and organized facilities for diagnosis and surgery either on its premises or in facilities available to it on a contractual prearranged basis.

The following do not qualify as a Hospital: an institution, or part of it, which is used mainly as a facility for rest, nursing care, convalescent care, care of the aged, or for remedial education or training.

Hospital Confined/Hospital Confinement means the Insured Person is admitted to the facility as an overnight bed patient for a minimum of 15 consecutive hours.

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

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

Insured Person means either an Insured or an Insured Dependent. An **Insured** is an Employee of the Policyholder whose coverage under the Policy has become effective and has not been terminated. **Insured Dependent** means any of the following:

- (a) the spouse of an Insured whose coverage under the Policy has become effective and has not terminated; and
- (b) the unmarried dependent child or children of an Insured or of an Insured's spouse who are under 19 years of age (24 if a full-time student) and whose coverage under the Policy has become effective and has not terminated. Dependent children include stepchildren, legally adopted and foster children.

Major Medical/Comprehensive Policy means any one of the following types of policies or plans which provide benefits for Hospital Confinement for an Insured Person on his or her effective date of coverage, and such policy or plan requires the Insured Person to pay a Deductible and/or portion of Coinsurance: group or blanket insurance plans; group Blue Cross, Blue Shield, or other group prepayment coverage plans; coverage under labor-management trustee plans, union welfare plans, employer organizational plans, employee benefit organizational plans, or other arrangements of benefits for persons of a group. "Major Medical/Comprehensive Policy" does not include Medicare or Medicaid.

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

- (a) it is provided only as a convenience to the Insured Person or provider;
- (b) it is not appropriate treatment for the Insured Person's diagnosis or symptoms;
- (c) it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- (d) 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.

Policyholder means the Employer in whose name the Policy is issued, as shown in the Certificate Schedule.

Physician means a qualified licensed Physician other than an Insured Person or a member of his or her Immediate Family. Physician includes all providers of medical care and treatment to the extent that they are licensed to perform services provided in the Policy. This includes, but is not limited to, medical doctors, chiropractors, dentists, optometrists, osteopaths, podiatrists and psychologists.

Pregnancy means a Pregnancy which is terminated by childbirth, other than an elective cesarean section, or an elective abortion.

Complications of Pregnancy means:

- (a) a condition which, while affected by Pregnancy, is still classed by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany Pregnancy;
- (b) a non-elective cesarean section;
- (c) an extrauterine or ectopic Pregnancy; or
- (d) a spontaneous termination of Pregnancy during a period of gestation in which a viable birth is not possible.

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 resulting in medical expense insured under the Policy or otherwise resulting in a claim for benefits while the Policy is in force with respect to the Insured Person for whom the claim is made.

We means Fidelity Security Life Insurance Company. **Us, Our, Ours** and the **Company** also refers to Fidelity Security Life Insurance Company.

You, Your and **Yours** means the Insured.

ELIGIBILITY AND EFFECTIVE DATE

An Employee's coverage will be effective as of the first of the month following approval of an eligible person's, as defined in the Policyholder's Application, individual application, if any, and payment of the first premium. In no event will coverage for any person become effective prior to the Effective Date of the Policy.

Newborn children, adopted children or children placed for adoption will be covered on their date of birth, adoption or placement for adoption for a period of 31 days. If, during this 31 days, the Insured notifies the Company in writing and pays any premium that may be due, coverage will continue. If notification and premium payment is not received within the first 31 days after birth, adoption or placement for a doption, evidence of insurability will be required and the Pre-Existing Condition Limitation, if any, will apply.

A congenital defect or birth abnormality of a newborn child which requires Hospital Confinement will be considered a Sickness.

LATE ENROLLEES

If You do not apply for coverage on Your initial eligibility date, You may not apply for coverage for Yourself and/or any dependents until the next Policy Anniversary Date.

BENEFITS

If, as a result of an Injury or Sickness an Insured Person is Hospital Confined, under the regular care and attendance of a Physician and the expenses are covered by the Insured Person's Major Medical/Comprehensive Policy, the Company will pay up to the Maximum Indemnity Benefit per Calendar Year stated in the Certificate Schedule. Hospital Confinement must begin after the Effective Date.

Such benefits are limited to:

- (a) the Deductible the Insured Person is required to pay under his or her Major Medical/Comprehensive Policy.
- (b) the Coinsurance amount the Insured Person is required to pay under his or her Major Medical/Comprehensive Policy.

Benefits also will be payable for Hospital emergency room treatment as follows:

- (a) Injury – up to the Maximum Indemnity Benefit, subject to the Exclusions and Limitations sections.
- (b) Sickness – up to the Maximum Indemnity Benefit, subject to the Exclusions and Limitations sections, if the Sickness results in Hospital Confinement within 24 hours of the Hospital emergency room treatment.

EXCLUSIONS

Benefits will not be paid for losses caused by or resulting from any one or more of the following:

- (a) declared or undeclared war or any act thereof;
- (b) suicide or intentionally self-inflicted Injury or any attempt thereat, while sane or insane (while sane, in Colorado and Missouri);
- (c) any Hospital Confinement or other covered treatment for Injury or Sickness while an Insured Person is in the service of the armed forces of any country. Orders to active military service for training purposes of two months or less do not, for the purpose of this exclusion, constitute service in the armed forces of any country. Upon notification to the Company of entering the armed forces of any country, the Company will return to the Insured pro rata any premium paid, less any benefits which have been paid, for any period during which the Insured Person is in such service;
- (d) confinement in a Hospital or other covered treatment provided in a facility operated by an agency of the United States government or one of its agencies, unless the Insured Person is legally required to pay for the services;
- (e) confinement or other covered treatment for Injury or Sickness which is not Medically Necessary;
- (f) confinement or other covered treatment for dental or vision care not related to an accidental Injury;
- (g) mental or nervous disorders;
- (h) alcoholism, drug addiction or complications thereof;

- (i) any Hospital Confinement or other covered treatment for Injury or Sickness for which compensation is payable under any Workers' Compensation Law, any Occupational Disease Law, the 4800 Time Benefit Plan or similar legislation;
- (j) any Hospital Confinement or other covered treatment for Injury or Sickness that is payable under any insurance that does not require Deductible and/or Coinsurance payments by the Insured Person;
- (k) any Hospital Confinement or other covered treatment for Injury or Sickness for which benefits are not payable under the Insured Person's Major Medical/Comprehensive Policy;
- (l) any Hospital Confinement or other covered treatment for Injury or Sickness if, on the Insured Person's effective date of coverage, the Insured Person was not covered by a Major Medical/Comprehensive Policy, the Company's sole obligation will then be to refund all premiums paid for that Insured Person; and
- (m) an Insured Person engaging in any act or occupation which is a violation of the law of the jurisdiction where the loss or cause occurred. A violation of the law includes both misdemeanor and felony violations.

LIMITATIONS

Pregnancy, Termination of Pregnancy and Complications of Pregnancy. Hospital Confinements due to Pregnancy, termination of Pregnancy and Complications of Pregnancy are payable if the Pregnancy is payable under the Insured Person's Major Medical/Comprehensive Policy.

Benefits for Pregnancy and termination of Pregnancy under this provision are limited to an Insured or an Insured Dependent spouse.

TERMINATION OF COVERAGE

Coverage will terminate on the earliest date any of the following events occur:

- (1) As to any Insured Person:
 - (a) on the date the Policy is terminated;
 - (b) as of the premium due date when the required premium remains unpaid, subject to the grace period;
 - (c) on the premium due date following the date the Insured ceases to be an Employee of the Policyholder; or
 - (d) on the premium due date following the date the Insured Person's coverage under a Major Medical/Comprehensive Policy is no longer in effect.
- (2) As to an Insured Dependent spouse on the premium due date following the date the spouse ceases to be an eligible spouse.
- (3) As to Insured Dependent children on the premium due date following the date the child ceases to be an eligible child.

If a mental or physical handicap prevents an unmarried dependent child from self-support when he or she reaches the termination age, he or she may remain as an Insured Person under the Policy. Proof of such incapacity and dependency must be furnished to the Company within 31 days of the child's attainment of the termination age and not more frequently than annually thereafter. Coverage will continue as long as coverage remains in force and the dependent child is incapable of self-support.

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

PREMIUMS

Premiums must be paid on time to keep the Policy in force. This section explains how and when premiums are to be paid.

PAYMENTS

Premiums are payable at the Company's Home Office or to any of the Company's authorized agents. The first premium is due on the Effective Date. Each subsequent premium is due on the first day following the interval for which the preceding premium was paid.

RIGHT TO CHANGE PREMIUM

The Company reserves the right to change all premiums applicable to the Policy on any premium due date by giving written notice to the Insured and Policyholder at least 31 days in advance of the date premium is to be changed.

RENEWAL/TERMINATION

The Policy is a renewable plan and may be renewed at the option of the Company. The Policyholder or the Company may terminate the Policy on any date on or after the first Policy Anniversary Date by giving at least 30 days written notice to the other party.

CLAIM PROVISIONS

NOTICE OF CLAIM

Written notice of claim must be given within 30 days after a covered loss starts or as soon as 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 any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy number and nature of the loss.

CLAIM FORM

When the Company receives the notice of claim, forms will be sent to the Insured Person for filing proof of loss. If these forms are not provided within 15 days, the Insured Person will meet the proof of loss requirements by giving the Company a signed written statement of the nature and extent of the loss within the limit stated in the proof of loss provision.

PROOF OF LOSS

Written proof of loss must be given to the Company within 90 days after the date of such loss. If it was not reasonably possible to give written proof in the time required, the Company will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the Insured Person is legally incapacitated.

TIME OF PAYMENT OF CLAIMS

Any benefit payable under the Policy will be paid not more than 60 days after the Company receives proper written proof of such loss.

PAYMENT OF CLAIMS

All benefits will be payable to the Insured, unless the Company receives written assignment of benefits to a provider of covered services. Any accrued benefits unpaid at the Insured's death will be paid to the estate of the Insured.

FACILITY OF PAYMENT

If any benefit is payable to an Insured's estate or to a minor or person not otherwise competent to give a valid release, the Company may pay such benefit, up to an amount not exceeding \$1,000, to any relative by blood or by marriage who the Company considered to be entitled to the benefit. Any payment made by the Company in good faith pursuant to this provision will fully discharge the Company to the extent of such payment.

GENERAL PROVISIONS

ENTIRE CONTRACT

The Policy, the Policyholder's Application, along with the Insured's individual application, if any, and any endorsements and/or riders, is the entire contract between the Policyholder and the Company. All statements made by the Insured or the Policyholder, in the absence of fraud, will be deemed representations and not warranties. No such statement will void the insurance or reduce the benefits under the Policy or be used in defense of a claim unless it is contained in a written application and a copy is provided to the Insured Person or beneficiary. No change in the Policy will be valid until approved by one of the Company's officers. This approval must be endorsed on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

GRACE PERIOD

The Company will allow a period of 31 days after the premium due date for payment of each premium after the first premium payment. The Policy is in force during this period.

TIME LIMIT ON CERTAIN DEFENSES

Misstatements in the application. After two years from the date the Insured Person becomes covered under the Policy, no misstatements, except fraudulent misstatements made by the Insured in the Insured's application, if any, will be used to void coverage or to deny a claim for a loss that begins after the two-year period.

CONFORMITY WITH STATE STATUTES

Any provision of the Policy that is in conflict with the laws of the state where the Policyholder is located on its effective date is amended to conform to minimum requirements.

INDIVIDUAL CERTIFICATES

The Company will issue a Certificate for each Insured which will describe:

1. the benefits to which an Insured Person is entitled under the Policy;
2. to whom such benefits are payable;
3. the limitations and requirements of the Policy; and
4. where the Policy may be inspected.

Nothing in the Certificate will change, modify or invalidate any of the terms and conditions of the Policy.

POLICY INSPECTION

The Policy may be inspected by any Insured Person any time during the regular business hours of the Policyholder.

POLICY AMENDMENTS

Subject to the laws of the state in which the Policy is issued, it may be changed at any time by written amendment agreed to by the Company and the Policyholder. Premium rates may be changed according to the Premiums provision. Any amendments to the Policy will be binding on all Insured Persons whether insured prior to or after the effective date of the amendment.

LEGAL ACTIONS

No legal action may be brought to recover on the Policy within 60 days after written proof of loss has been given as required by the Policy. No such action may be brought after three years from the time written proof of loss is required.

MISSTATEMENT OF AGE

If relevant facts about the Insured Person were not accurate:

- a. an adjustment of premium will be made; and
- b. the true facts will decide in what amount insurance is valid under the Policy.

CLERICAL ERROR

Clerical errors or delays in keeping records for the Policy:

- a. will not deny insurance which would otherwise have been granted;
- b. will not continue insurance which otherwise would have ceased; and
- c. will call for an adjustment of premium benefits to correct the error.

WORKERS' COMPENSATION & WORKMEN'S COMPENSATION NOT AFFECTED

The Policy is not in lieu of and does not affect any requirement for coverage by Workers' Compensation Insurance or Workmen's Compensation Insurance.

PHYSICAL EXAMINATION AND AUTOPSY

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

ADDING INSUREDS

Additional Insureds may be added to the original group under the Policy from time to time, according to the terms of the Policy.



FIDELITY SECURITY LIFE INSURANCE COMPANY

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

AMENDMENT RIDER For Texas Residents Only

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

1. The definition of **Insured Person** in the **DEFINITIONS** section is deleted in its entirety and replaced with the following:

Insured Person means either an Insured or an Insured Dependent. An **Insured** is a Member of the Policyholder whose coverage under the Policy has become effective and has not been terminated. **Insured Dependent** means any of the following:

- (a) the lawful spouse of an Insured whose coverage under the Policy has become effective and has not terminated; and
- (b) the unmarried dependent child or children of an Insured or of an Insured's spouse (which includes stepchildren, legally adopted children, grandchildren, and foster children) who are under 25 years of age, or such higher ages as approved in writing by the Company. A child is considered adopted if the Insured is a party in a suit in which the adoption of the child by the Insured is sought. A grandchild is only eligible if the grandchild is dependent on the Insured for federal income tax purposes at the time application for coverage of the child is made. Coverage for any grandchild may not be terminated solely because the covered child is no longer a dependent for federal income tax purposes.

2. The **LIMITATIONS** section is deleted in its entirety and replaced with the following:

Pregnancy. Hospital Confinements due to Pregnancy, are payable if the Pregnancy is payable under the Insured Person's Major Medical/Comprehensive Policy.

Benefits for Pregnancy under this provision are limited to an Insured or an Insured Dependent spouse.

3. The exclusion that reads "alcoholism, drug addiction or complications thereof" in the **EXCLUSIONS** section is deleted in its entirety.
5. Number (3) in the **TERMINATION OF COVERAGE** section is deleted in its entirety and replaced with the following:
 - (3) As to Insured Dependent children on the premium due date following the date the child ceases to be an eligible child.

If a mental or physical handicap prevents an unmarried Insured Dependent child from self-support when he or she reaches the termination age, he or she may remain as an Insured Person under the Policy. Proof of such incapacity and dependency must be furnished to the Company within 31 days of the child's attainment of the termination age. Proof may be required by the Company, but not more frequently than annually after the two-year period following the child's attainment of the limiting age. Coverage will continue as long as coverage remains in force and the Insured Dependent child is incapable of self-support.

6. The last sentence of the **TERMINATION OF COVERAGE** section is deleted in its entirety and replaced with the following:

Termination of the insurance of any Insured Person will be without prejudice to any Hospital Confinement or other covered treatment for Injury or Sickness that begins before the date of termination.

7. The **RIGHT TO CHANGE PREMIUM** provision in the **GENERAL PROVISIONS** section is deleted in its entirety and replaced with the following:

RIGHT TO CHANGE PREMIUM

The Company reserves the right to change all premiums applicable to the Policy on any premium due date by giving written notice to the Insured and Policyholder at least 60 days in advance of the date premium is to be changed.

8. The following provisions are added to the **CLAIM PROVISIONS** section:

PAYMENT TO THE TEXAS DEPARTMENT OF HUMAN SERVICES

In the event that the Texas Department of Human Services is paying benefits on behalf of an Insured Person under Chapters 31 or 32 of the Human Resources Code, i.e., a financial and medical assistance service program administered pursuant to the Human Resources Code; and the Company is notified through an attachment to the claim when first submitted to the Company which states that all benefits payable are to be paid directly to the Department of Human Services, the Company will pay all benefits under the Policy for the Insured Person to the Texas Department of Human Services.

PAYMENT TO THE TEXAS DEPARTMENT OF HUMAN RESOURCES

In the event that the Texas Department of Human Resources is paying benefits on behalf of an Insured Person, the Company will pay benefits under the Policy for the Insured Person to the Texas Department of Human Resources.

PAYMENT TO MANAGING CONSERVATOR OF A DEPENDENT CHILD

For a minor child who otherwise qualifies as a Dependent of an Insured Person, benefits may be paid on behalf of the insured Dependent child to a person who is not the Insured Person if an order issued by a court or competent jurisdiction in this or any other state appoints such person the possessory or managing conservator of the child.

To be entitled to receive benefits, a possessory or managing conservator of an insured Dependent child must submit to the Company with the claim application written notice that such person is the possessory or managing conservator of the insured Dependent child on whose behalf the claim is made and submit a certified copy of a court order establishing the person as a possessory or managing conservator or other evidence designated by rule of the Texas State Board of Insurance that the person qualifies to be paid the benefits. Such requirements shall not apply in the case of any unpaid medical bill for which a valid assignment of benefits has been exercised or to claims submitted by the Insured Person where the Insured Person has paid any portion of a medical bill that would be covered under the terms of the Policy.

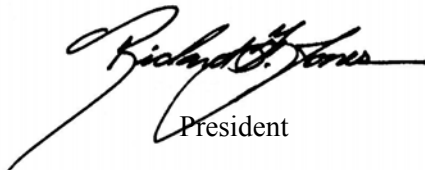
9. The **MISSTATEMENT OF AGE** provision in the **GENERAL PROVISIONS** section is deleted in its entirety and replaced with the following:


MISSTATEMENT OF AGE

If Your age has been understated, the Company will make any equitable adjustment of premiums or benefits or both for Your correct age.

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


Secretary



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Kansas City, Missouri 64111-2406
Phone 800-648-8624
A STOCK COMPANY
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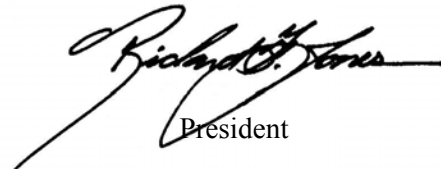
AMENDMENT RIDER


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.

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OPTIONAL OUTPATIENT BENEFIT II RIDER

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

OUTPATIENT BENEFIT

Benefits are payable for outpatient treatment for Injury or Sickness as shown in the Certificate Schedule. A per Insured Person, per Calendar Year Maximum equal to 50% of the family Calendar Year Maximum also applies. The benefits are limited to the difference between the benefits paid by Your Major Medical/Comprehensive Policy and the actual outpatient Expenses Incurred, which includes any out-of-pocket expenses such as Deductible and Coinsurance. Outpatient benefits include treatment under the regular care and attendance of a Physician at a Hospital, an outpatient surgical or emergency facility or a diagnostic testing facility or similar facility that is licensed to provide outpatient treatment.

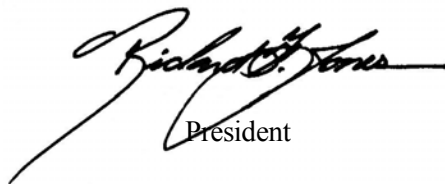
DEFINITIONS

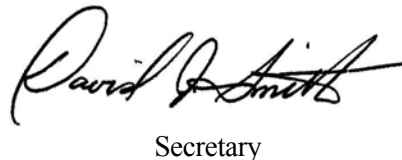
Expenses Incurred means the charge made for a service or supply that is covered by this Rider and given to an Insured Person due to an Injury or Sickness. The Expenses Incurred must be Medically Necessary for the condition being treated. An expense or charge is deemed to be incurred on the date the service or supply that causes the expense or charge is given or obtained.

This Rider is in addition to any Hospital emergency room benefit in the Policy/Certificate.

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.

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IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION (For insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
 1. The policyholder has a policy with a company domiciled in Texas;
 2. The policyholder's state of residence has a similar guaranty association; and
 3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by the Association

Accident, Accident and Health, or Health Insurance:

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

Individual Annuities:

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

Aggregate Limit:

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance
Guaranty Association
515 Congress Avenue, Suite 1875
Austin, Texas 78701
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

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	