



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: VC-19
POLICYHOLDER: State of Tennessee
STATE OF ISSUE: Tennessee
POLICY EFFECTIVE DATE: January 1, 2013
POLICY ANNIVERSARY DATE: January 1 of the following year and each January 1 thereafter

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

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

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

The Policy may be modified by mutual agreement between the Policyholder and the Company.

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

FIDELITY SECURITY LIFE INSURANCE COMPANY


Richard C. Jones
President


David R. Smith
Secretary

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

PREMIUMS

Premiums are payable in arrears by the Policyholder. Premiums are due on the 30th day of each calendar month.

The required premium due on each premium due date is the sum of the premiums for all Insureds and their Dependents covered under the Policy. The premiums due will be determined by applying the premium rates then in effect for each plan provided by the Policy to the number of Insured Persons. All premiums are payable to the Company at the Company's home office or to any of the Company's authorized agents, EyeMed Vision Care, LLC or its affiliate. Any premium payments made by the Policyholder to EyeMed Vision Care, LLC or its affiliate, shall be deemed to constitute payment to the Company.

The premium due may be adjusted due to a change in insurance as requested by the Policyholder and as mutually agreed to by the Company.

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

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

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

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

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

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

TERMINATION OF POLICY

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

1. on any date on or after the fifth Policy Anniversary Date. Written notice must be provided to the other party at least 31 days prior to termination; or
2. the date the required premium has not been paid, except as provided in the Grace Period provision.

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

CERTIFICATES

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

ADDITIONAL INSUREDS

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

INCORPORATION PROVISION

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