



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: HC-111
POLICYHOLDER: West Virginia Public Employees Insurance Agency
STATE OF ISSUE: West Virginia
POLICY EFFECTIVE DATE: July 1, 2012
POLICY ANNIVERSARY DATE: July 1, 2012 and each July 1 thereafter

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 in consideration 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 may be modified by mutual agreement between the Policyholder and the Company.

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

FIDELITY SECURITY LIFE INSURANCE COMPANY


President


Secretary

GROUP HEARING INDEMNITY INSURANCE POLICY

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

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SCHEDULE OF BENEFITS

Policy Number:

HC-111

Policyholder:

West Virginia Public Employees Insurance Agency

Hearing Exam Benefit

per Insured and Dependent Spouse:

\$70 per 24 consecutive month period following the date of the last covered Hearing Exam

per Dependent Child(ren):

\$70 per 12 consecutive month period following the date of the last covered Hearing Exam

Hearing Aid Benefit (per ear)

per Insured and Dependent Spouse:

\$500 per 60 consecutive month period following the date last fitted for the covered Hearing Aid

per Dependent Child(ren):

\$500 per 24 consecutive month period following the date last fitted for the covered Hearing Aid

THIS SCHEDULE OF BENEFITS IS ATTACHED TO AND MADE A PART OF THE POLICY. THIS SCHEDULE OF BENEFITS REPLACES AND CANCELS ALL OTHER SCHEDULES OF BENEFITS ISSUED PRIOR TO THE DATE SHOWN BELOW UNDER THIS POLICY NUMBER.

DEFINITIONS

Assistive Listening Devices (ALDs) means non-Hearing Aid devices used by a hearing impaired individual to improve communication and the performance of activities in specific environments. ALDs include devices such as infrared and FM personal amplifiers, amplification systems, alerting devices and closed captioning equipment.

Audiologist means a healthcare professional who has earned a Master's Degree (M.S., M.A. or M.E.d.) or Doctorate Degree (Au.D. or Ph.D.) in audiology or a related field of study, specializes in identifying, diagnosing, rehabilitating and monitoring disorders of the auditory and vestibular system portions of the ear, carries national board certification and is licensed under applicable state law to perform such services. He or she may not be the Insured Person or a member of the Insured Person's Immediate Family. Audiologist does not include a Hearing Aid Dispenser.

Dependent means any of the following whose coverage under the Policy has become effective and has not ended: 1) the Insured's lawful spouse; 2) the Dependent child or children of an Insured or of an Insured's spouse (which includes stepchildren, grandchildren, legally adopted children, children placed in the home for adoption, children under the Insured's legal guardianship and foster children) who are under age 27 regardless of student status; or 3) each handicapped child of the Insured or Insured's spouse who has attained age 27 and over, provided such child was an Insured Person on the day immediately prior to attaining age 27, and is mentally handicapped or physically incapable of earning his or her own living. Proof of incapacity may be required by the Company, but not more than once in any 12-month period.

Employee means a person employed by the Policyholder who meets the eligibility requirements shown in the Policyholder's application. Employee also includes a retiree, but only if a retiree class is requested by the Policyholder.

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

Hearing Aid means a device, which is an electroacoustic apparatus, which fits in or behind the wearer's ear and is designed to amplify and modulate sounds for the wearer.

Hearing Aid Dispenser means a hearing instrument specialist who dispenses Hearing Aids but does not have the training or licensing required of a Physician or Audiologist.

Hearing Exam means an exam that is performed by a Physician or Audiologist to detect and diagnose Hearing Loss. It includes advanced hearing tests and Hearing Aid recommendations.

Hearing Loss means the total or partial inability to hear sound in one or both ears.

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

Insured means an Employee of the Policyholder whose coverage under the Policy has become effective and has not ended.

Insured Person means either an Insured or Dependent.

Otolaryngologist means an Ear, Nose and Throat (ENT) Doctor of Medicine (MD).

Otologist means an Otolaryngologist who specializes in the evaluation and treatment of the ear.

Physician means a person licensed by the state in which he or she is a resident to practice the healing arts, including, but not limited to, an Otolaryngologist (ENT) or Otologist. 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 Person or a member of the Insured Person's Immediate Family. Physician does not include a Hearing Aid Dispenser.

Policy means the contract issued to the Policyholder providing the benefits described.

Policyholder means the Employer to whom the Policy is issued as shown in the Policy.

ELIGIBILITY AND EFFECTIVE DATE

Eligibility. All Employees and their Dependents who meet the definition of an eligible class, as shown in the Policyholder's application, are eligible for coverage. New eligible classes may be added from time to time.

Effective Date. An Insured Person's coverage will be effective on the first of the month following the date the Insured Person becomes eligible for coverage, subject to the Company's receipt of the first premium. In no event will coverage become effective before the Policy Effective Date for any Insured Person or before the Insured's effective date for any Dependent.

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

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

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

BENEFIT PROVISIONS

Hearing Exam Benefit. The Company will pay the benefit shown in the Schedule of Benefits for a Hearing Exam performed by a Physician or Audiologist to detect and diagnose Hearing Loss. Services must be received while the Insured Person's coverage is in force.

Hearing Aid Benefit. The Company will pay the benefit shown in the Schedule of Benefits for a Hearing Aid prescribed by a Physician or Audiologist. The Hearing Aid must be ordered and received while the Insured Person's coverage is in force.

EXCLUSIONS

No benefits will be paid for services or materials:

1. provided free of charge in the absence of insurance;
2. payable under any Workers' Compensation law or similar statutory authority;
3. payable under any governmental plan or program whether Federal, state or subdivisions thereof, except for medical assistance benefits under Title XIX of the Social Security Act (Medicaid);
4. for the medical and/or surgical treatment of the internal or external structures of the ear(s);
5. provided by a Hearing Aid Dispenser;
6. required by an employer as a condition of employment;
7. not prescribed by a Physician or Audiologist;
8. for Hearing Aid batteries, cleaning supplies or accessories;
9. for ear protection devices or plugs;
10. for Assistive Listening Devices; or
11. for replacement due to loss, theft of or damage to the Hearing Aid.

TERMINATION OF INSURANCE

Termination of the Policy. The Company may terminate the Policy on any date on or after the first Policy Anniversary Date. Written notice must be provided to the Policyholder at least 60 days prior to termination. The Policyholder may terminate the Policy on any date. The Policyholder is responsible for notifying each Insured of the termination of the Policy.

Termination of Insured's Coverage under the Policy. The Insured's insurance will cease on the earliest of the following dates:

1. the date the Policy ends;
2. the end of the last period for which any required premium contribution agreed to in writing has been made; or
3. the date the Insured is no longer eligible for insurance.

Termination of Dependent's Coverage under the Policy. A Dependent's insurance will cease on the earlier of:

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

Termination of the insurance of any Insured Person will be without prejudice to any covered service incurred before the date of termination.

Exceptions. If an Insured's premium is paid, coverage may be continued while that Insured is:

1. on approved leave of absence;
2. on temporary layoff;
3. on temporary part-time work basis; or
4. off work due to sickness or injury.

Such coverage may continue to the earlier of:

1. six months after the Insured's last day of full-time work; or
2. the end of the period for which the Insured's premium is paid.

PREMIUMS

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

Premium Changes. The Company has the right to change the premium rates on any premium due date on or after the first Policy Anniversary Date. The Company will provide written notice at least 60 days before the date of change. The premium rates can also be changed at any time the terms of the Policy are changed.

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 Person's intent to terminate coverage.

Unpaid Premium. When a claim is paid during the grace period, any premium due and unpaid for the Insured Person may 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, or to its authorized administrator or to any of the Company's authorized agents. Notice must include the name of the Insured Person, the Policy Number and the nature of the loss.

Claim Forms. The Company will furnish claim forms to the Insured Person within 15 days after notice of claim is received. If the Company does not send the forms within that time, the Insured Person can send written proof of the occurrence, character and extent of loss for which the claim is made, within the time stated in the Policy for filing proof of loss.

Proof of Loss. Written proof of loss must be furnished to the Company at the Company's home office within 90 days after the date of the loss. Failure to furnish proof within the time required will not invalidate or reduce any claim if it was not reasonably possible to give proof within that time, if the proof is furnished as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted later than one year from the time proof is required. Proof of loss for the Hearing Aid benefit will include a statement signed by the Insured Person and the Insured Person's Physician or Audiologist that the Hearing Aid has been accepted and retained by the Insured Person.

Time Payment of Claims. Any benefit payable under the Policy will be paid immediately, but not more than 30 days, upon receipt of due written proof of loss.

Payment of Claims. All benefits will be payable to the Insured unless assigned. Any benefits payable on or after the Insured's death will be paid 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, to any relative by blood or marriage, who is deemed by the Company to be entitled to the benefit. 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.

Legal Actions. No Insured Person can bring an action at law or in equity to recover on the Policy until more than 60 days after the date written proof of loss has been furnished according to the Policy. No such action may be brought after the expiration of three years (six years in Alabama and South Carolina; five years in Kansas) after the time written proof of loss is required to be furnished. If the time limit of the Policy is less than allowed by the laws of the state where the Insured Person lives, the limit is extended to meet the minimum time allowed by such law.

GENERAL PROVISIONS

Certificates. A Certificate will be provided to the Insured. The Certificate will describe the coverage provided, to whom benefits are paid and the provisions of the Policy that apply to Insured Persons. The Certificate is not a part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy may be examined at the office of the Policyholder.

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 Person can be used in a contest after the Insured Person's insurance has been in force for two years during the Insured Person's lifetime. No statement an Insured Person makes can be used in a contest unless it is in writing and signed by the Insured Person.

Insurance Data. The Policyholder must give the Company the names of all individuals insured. The names of persons who later 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.

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