FORM 8-K

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FILER

PROVIDENT AMERICAN CORP

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported): December 6, 1999

PROVIDENT AMERICAN CORPORATION
(Exact name of registrant as specified in its charter)

Pennsylvania	0-13591	23-2214195
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2500 DeKalb Pike, Norristown, Pennsylvania 19404
(Address of principal executive offices/Zip Code)

Registrant's telephone number, including area code: (610) 279-2500

Former name, former address, and former fiscal year, if changed since last report: N/A

Item 5. Other Matters.

The following information is qualified in its entirety by, and should be read in conjunction with, the more detailed information and financial data, including the Consolidated Financial Statements of the Provident American Corporation ("Provident") and its subsidiaries, and the notes thereto, appearing in Provident's reports filed with the Securities and Exchange Commission ("SEC"). Except for the historical information contained herein, this Current Report on Form 8-K, may contain certain forward-looking statements regarding Provident's business and prospects that are based upon numerous assumptions about future conditions which may ultimately prove to be inaccurate and actual events and results may materially differ from anticipated results described in such statements. Such forward-looking statements involve risks and uncertainties, such as historical and anticipated losses; uncertainty of future results, new business challenges, risks associated with brand development, competition, funding; need for additional capital, management of potential growth, dependence on key personnel, dependence on the Internet, dependence on strategic alliances with Internet partners, ability to grow and expand services, technological change and new application development, quality assurance, risk of product-related claims, limited proprietary rights, reliance on information processing systems, customer concentration, liability for information transmitted through the Internet, uncertain acceptance of the Internet as a medium for health insurance sales, risk capacity constraints; system development and other risks, dependence on third-party technology, rapid technological change, risk of system failure, changes in the insurance industry, insurance industry factors, healthcare reform legislation, government regulation and legal uncertainties, control by Provident and UICI, potential conflicts of interest, intercompany agreements not subject to arm's-length negotiations, risk associated with the Year 2000, absence of dividends, absence of public market; restrictions of transferability, and dilution and anti-takeover measures. These forward-looking statements represent Provident's judgment as of the date of this report. Provident disclaims, however, any intent or obligation to update these forward-looking statements.

The following represents only summaries of the documents referred to under Item 7 hereof, and attached as exhibits hereto. Accordingly, this information is qualified in its entirety by those documents. All defined terms not otherwise defined herein are as defined in the Transaction Documents (as defined herein), copies of which are filed as exhibits hereto.

COMMON STOCK PRIVATE PLACEMENT

General

On December 6, 1999, HealthAxis.Com, Inc. ("HealthAxis" or the "Company"), the Internet subsidiary of Provident, pursuant to a securities purchase agreement dated as of December 3, 1999 (the "Securities Purchase Agreement"), completed a $57.7 million private placement transaction of 3,846,003 shares of its common stock at $15.00 per share to accredited investors (the "Offering"), including the purchase of 133,333 shares of common stock of the Company by Provident, the parent of HealthAxis.

Also, as part of the Offering, the purchasers listed on Schedule I to the Securities Purchase Agreement (the "Purchasers') and the Company executed a Registration Rights Agreement. The Securities Purchase Agreement and Registration Rights Agreement documents are hereinafter sometimes referred to as the "Transaction Documents."

Securities Purchase Agreement

In addition to the terms previously summarized, the Securities Purchase Agreement also includes warranties, representations, covenants and conditions of closing of the parties which are typically included in agreements of this type. The securities issued pursuant to this transaction are exempt from the registration requirements of the Securities Exchange Act of 1933 (the "Securities Act"), as provided under Rule 506 and under Section 4(2) of the Securities Act.

Registration Rights Agreement

At any time after the earlier of: (i) 12 months following the completion of the Offering, or (ii) six months after the completion of the Company's initial public offering, holders of at least one half of the securities sold in the Offering may require the Company to file a Form S-3 Registration Statement to cover all Registrable Securities (as defined) to be made on a continuous basis pursuant to a "Shelf" registration statement under Rule 415 of the Securities Act subject to the priority rights granted to certain other shareholders of the Company. Subject to certain limitations, the registration statement should remain effective until there are no more registrable securities to be sold or the holders of such securities may allege Rule 144(k) for resale.

If at any time the Company files a registration statement relating to an offering of its equity securities, the Company is required to notify the holders of Registrable Securities of the filing and will use reasonable efforts to effect piggy-back registration of the Registrable Securities requested to be registered by the holder, subject to certain existing piggy-back rights.

The Company is responsible for all fees and expenses related to the Shelf registration statement, except for the holders' legal fees and underwriting fees. The Purchasers are responsible for all fees and expenses relating to an Underwritten Offering (as defined).

BUSINESS COMBINATION WITH INSURDATA INCORPORATED

General

On December 6, 1999, HealthAxis, Insurdata Incorporated ("Insurdata") and their respective parent corporations, Provident and UICI entered into an Agreement and Plan of Merger (the "Merger Agreement") which sets forth the terms and conditions under which Insurdata will be merged with and into HealthAxis (the "Merger").

Merger Agreement

In accordance with the terms of the Merger Agreement, each outstanding share of Insurdata common stock, no par value per share (the "Insurdata Common Stock"), outstanding immediately prior to the effective date of the Merger (the "Effective Date"), other than as otherwise provided in the Merger Agreement, will be converted into the right to receive 1.33 shares of HealthAxis common stock (the "HealthAxis Common Stock"). Upon consummation of the Merger, it is currently contemplated that of a total of 42,392,381 shares of HealthAxis Common Stock outstanding, UICI will receive 18,943,678 shares of HealthAxis Common Stock, 2,439,885 shares of HealthAxis Common Stock will be held by the voting trust (described herein) and other shareholders of Insurdata will receive 424,004 shares of HealthAxis Common Stock.

Each holder of Insurdata Common Stock who would otherwise be entitled to receive a fraction of a share of HealthAxis Common Stock (after taking into account all of the shareholder's certificates) will receive cash, in lieu thereof, equal to an amount determined by multiplying such fraction by $15.00.

The Merger Agreement may be terminated by the mutual consent of Insurdata and HealthAxis and by either HealthAxis or Insurdata in the event the Merger is not consummated on or before January 31, 2000. In addition, either party may terminate the Merger Agreement based upon the other party's failure to perform or observe, in any material respect, its obligations under the Merger Agreement or the breach of any representation or warranty. Finally, either party may terminate the Agreement if at least a majority of the outstanding shares of either HealthAxis common or preferred stock shall not have approved the Merger and the Merger Agreement.

The Merger Agreement also provides that each option to purchase shares of Insurdata Common Stock under Insurdata's stock option plans which are outstanding on the Effective Date, whether or not exercisable, shall be converted into and become a right to purchase shares of HealthAxis Common Stock, generally in accordance with the terms of the Insurdata stock option plans and Insurdata option agreements pursuant to which such options were granted, except that from and after the Effective Date, (i) the number of shares of HealthAxis subject to each Insurdata option shall be equal to the number of shares of Insurdata Common Stock subject to such option prior to the Effective Date multiplied by the exchange ratio (with fractional shares rounded down to the nearest share and cash being payable for any fraction of a share) and (ii) the exercise price per share of HealthAxis Common Stock purchasable thereunder shall be that specified in the Insurdata option divided by the exchange ratio (rounded up to the nearest one hundredth).

The Merger is intended to constitute a reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended, and to be accounted for as a purchase under generally accepted accounting principles.

Consummation of the Merger is subject to various conditions including (i) receipt of the requisite approval of the Merger Agreement by the shareholders of HealthAxis and Insurdata, (ii) a written waiver from each holder of HealthAxis preferred stock waiving any preemptive right such holder may have in connection with the Merger, (iii) receipt of all necessary governmental and regulatory consents, (iv) compliance with the waiting period under pre-merger notification statutes, (v) the execution of a shareholder' agreement, registration rights agreement and voting trust agreement by the parties subject to those agreements and (vi) satisfaction of certain other conditions.

Shareholders Agreement

In connection with the consummation of the Merger Agreement, Provident, UICI, Michael Ashker, and HealthAxis intend to enter into a shareholders' agreement (the "Shareholders' Agreement"). Under the terms of the Shareholders' Agreement, the Board of Directors of HealthAxis shall consist of up to nine members. UICI and Provident may each independently nominate three nominees to the board and, the remaining three directors will be nominated by mutual agreement of Provident and UICI. Each party is obligated to vote its shares in favor of the directors nominated by the other party.

Subject to certain limitations, the Shareholders' Agreement also provides that UICI and Provident both have the right to purchase its proportionate number, or any greater or lesser number, of any additional securities that HealthAxis may, from time to time, propose to sell and issue. HealthAxis is required to provide UICI and Provident prior written notice of its intention to issue such additional securities. Upon receipt of this notice, UICI and Provident have twenty days to agree to purchase their proportional shares, or any greater or lesser number, for the price and upon the terms specified in the notice. If UICI and Provident fail to exercise their purchase rights, HealthAxis has twenty days to complete the sale of the securities at a price not less than the price specified in the notice.

In addition to the preemptive rights set forth above, the Shareholders' Agreement also provides that Michael Ashker, UICI and Provident have the right of first refusal to purchase shares of HealthAxis should one of the other parties to such agreement desire to transfer his or its HealthAxis securities. The party desiring to transfer his or its securities ("Offeror") must first furnish the other parties (individually, an "Electing Party" and collectively, the "Electing Parties") with written notice, at least twenty days prior to the proposed transfer setting forth the terms of the offer to sell the HealthAxis Securities. The Electing Parties have ten days from the receipt of notice to elect to purchase that number of securities which equals the product of the total number of shares of common stock then beneficially owned by the Electing Party on a fully diluted basis, and a fraction, the numerator of which shall be the number of securities to be transferred and the denominator which shall be the total number of shares of common stock then beneficially owned by the Electing Party on a fully diluted basis. If an Electing Party fails to exercise its right to purchase, or exercises its right to a portion smaller than it is entitled, the Offeror has ten days to sell any remaining securities at the price and on terms no less favorable than specified in the offer to the Electing Parties.

Subject to certain conditions set forth in the Shareholders' Agreement, the Shareholders' Agreement also provides that HealthAxis can cause UICI to transfer up to 1,255,000 shares of its HealthAxis Common Stock to unaffiliated third parties.

The Shareholders' Agreement also provides UICI with the right, in its sole and absolute discretion, to approve: (i) the calculation of the amount and amortization period of all goodwill and other intangibles created in connection with the Merger, subject to compliance with generally accepted accounting principles; and (ii) provided UICI owns at least 20% of the HealthAxis Common Stock, the entering into of any merger or similar agreement between Provident and HealthAxis. In a separate letter to the Company and Provident, dated December 6, 1999, UICI indicated that it would vote in favor of a business combination between Provident and HealthAxis on the terms set forth therein.

Voting Trust Agreement

The Merger Agreement also provides for a voting trust agreement (the "Voting Trust Agreement") which requires the establishment of a trust to hold shares of Insurdata common stock which are currently held of record by UICI, but which UICI has granted options to purchase such shares to certain employees of Insurdata pursuant to its Insurdata Founders' Program. These shares will be converted into 2,439,885 shares of HealthAxis common stock in the Merger. The initial trustees of this trust will be Michael Ashker, Alvin Clemens, Edward W. LaBaron, Jr. and Henry Hager (the "Trustees"). All of the initial Trustees are also directors of Provident. Messrs. Ashker and Clemens are also directors and officers of HealthAxis. Pursuant to the terms of the Voting Trust Agreement, a majority of the Trustees have the power to vote the shares held by the trust in their discretion at all meetings of shareholders or pursuant to actions by unanimous consent, the shares subject to the Voting Trust Agreement. The Voting Trust Agreement terminates upon the earlier of the distribution of the shares subject to such agreement or July 1, 2003.

Transition Agreement

HealthAxis and Insurdata also entered into a transition agreement which sets forth the terms of the relationships among the parties pending the consummation of the Merger.

UICI Registration Rights Agreement

Upon consummation of the Merger, HealthAxis and UICI intend to enter into a registration rights agreement which provides for the registration of HealthAxis shares received by UICI in the Merger on such agreement terms substantially similar to those contained in the Registration Rights Agreement entered into between HealthAxis and the Purchasers in connection with the Offering.

Business Combination Between Provided and HealthAxis

Provident also announced that it intends to move forward with its plan to merge with HealthAxis following consummation of the Merger. HealthAxis previously announced that discussions regarding a merger with Provident had been put on hold pending the outcome of discussions with an undisclosed third party regarding a potential business combination.

Item 7. Financial Statements and Exhibits.

(a) Financial Statements of business acquired.

Not applicable.

(b) Proforma Financial Information.

Not applicable.

(c) Exhibits.

99.1. Securities Purchase Agreement between the Company and the Purchasers dated as of December 3, 1999.

99.2. Registration Rights Agreement between the Company and the Purchasers dated as of December 3, 1999.

99.3. Agreement and Plan of Merger between Provident, HealthAxis, UICI and Insurdata Incorporated dated as of December 6, 1999.

99.4. Form of Shareholders' Agreement to be entered into between HealthAxis, Provident, UICI and Michael Ashker upon consummation of the Merger.

99.5. Form of Voting Trust Agreement to be entered into upon consummation of the Merger by UICI and Messrs. Ashker, Clemens, LaBaron and Hager.

99.6. Transition Agreement dated December 6, 1999 between HealthAxis and Insurdata Incorporated.

99.7. Press Release dated December 7, 1999 related to the Merger.

99.8 Press Release dated December 7, 1999 related to the Offering.

99.9 Press Release dated December 7, 1999 related to the merger of Provident and HealthAxis.

99.10 Form of Registration Rights Agreement between HealthAxis and UICI.

99.11 Letter Agreement dated December 6, 1999 between UICI, HealthAxis and Provident.

EXHIBIT INDEX

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99.5. Form of Voting Trust Agreement to be entered into upon consummation of the Merger by UICI and Messrs.

Ashker, Clemens, LaBaron and Hager.

99.6.	Transition Agreement dated December 6, 1999 between HealthAxis and Insurdata Incorporated.
99.7.	Press Release dated December 7, 1999 related to the Merger.
99.8	Press Release dated December 7, 1999 related to the Offering.
99.9	Press Release dated December 7, 1999 related to the merger of Provident and HealthAxis.
99.10	Form of Registration Rights Agreement between HealthAxis and UICI.
99.11	Letter Agreement dated December 6, 1999 between UICI, HealthAxis and Provident.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PROVIDENT AMERICAN CORPORATION

Date: December 8, 1999

By: /s/ Michael Ashker

Michael Ashker
President and Chief Executive Officer

Date: December 8, 1999

By: /s/ Francis L. Gillan III

Francis L. Gillan III
Chief Financial Officer and Treasurer

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SECURITIES PURCHASE AGREEMENT

Among

HEALTHAXIS.COM, INC.

and

THE PURCHASERS LISTED ON SCHEDULE I

Dated as of December 3, 1999

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SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this "Agreement") is dated as of December 3, 1999, among HealthAxis.com, Inc., a Pennsylvania corporation (the "Company"), and the various purchasers identified and listed on Schedule I hereto (each referred to herein as a "Purchaser" and, collectively, the "Purchasers").

WHEREAS, the Company and the Purchasers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Rule 506 under Regulation D as promulgated by the United States Securities and Exchange Commission (the "Commission") under Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act");

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Company desires to issue and sell to the Purchasers, and the Purchasers desire to acquire from the Company, that number of shares of the Company's common stock, no par value per share (the "Common Stock"), as set forth in Schedule I hereto (the "Shares"), at a price of $15.00 per share; and

WHEREAS, contemporaneously with the execution and delivery of this Agreement, the parties hereto are executing and delivering a Registration Rights Agreement substantially in the form of Exhibit A attached hereto (the "Registration Rights Agreement") pursuant to which the Company has agreed to provide certain registration rights under the Securities Act and the rules and regulations promulgated thereunder, and applicable state securities laws.

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements hereinafter, the Company and the Purchasers hereby agree as follows:

ARTICLE I.

PURCHASE AND SALE OF THE SHARES

1.1 Purchase and Sale. Subject to the terms and conditions set forth herein, the Company shall issue and sell to each Purchaser, and each Purchaser, severally and not jointly, shall purchase from the Company on the Closing Date (as defined below), that number of Shares as set forth for such Purchaser on Schedule I.

1.2 The Closing. The closing of the purchase and sale of the Shares (the "Closing") shall take place at the offices of Akin, Gump, Strauss, Hauer & Feld, L.L.P., 590 Madison Avenue, New York, New York 10022, or by transmission by facsimile and overnight courier, immediately following the execution hereof or such later date or different location as the parties shall agree, but not prior to the date that the conditions set forth in Section 4.1 have been satisfied or waived by the appropriate party (the "Closing Date"). At the Closing:

(i) Each Purchaser shall deliver, as directed by the Company, its portion of the purchase price as set forth next to its name on Schedule I in United States dollars in immediately available funds to an account or accounts designated in writing by the Company;

(ii) The Company shall deliver to each Purchaser, within three (3) Business Days following the Closing Date, a stock certificate or certificates, in definitive form, registered in the name of such Purchaser, representing the number of Shares purchased by such Purchaser, as set forth on Schedule I hereto; and

(iii) The parties shall execute and deliver each of the documents referred to in Section 4.1 hereof.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

2.1 Representations, Warranties and Agreements of the Company. The Company hereby makes the following representations and warranties to each of the Purchasers:

a. Organization and Qualification. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, with the requisite corporate power and authority to own and use its properties and assets and to carry on its business as currently conducted. Except as set forth on Schedule 2.1(a), the Company has no subsidiaries (collectively, the "Subsidiaries"). Each of the Subsidiaries (which for purposes of this Agreement means any entity in which the Company, directly or indirectly, owns the majority of such entity's capital stock or holds an equivalent equity or similar interest) is a corporation duly incorporated, validly existing and in good standing, or subsisting, as the case may be, under the laws of the jurisdiction of its incorporation or organization (as applicable), with the full corporate power and authority to own and use its properties and assets and to carry on its business as currently conducted. Each of the Company and the Subsidiaries is duly qualified as a foreign corporation to do business and is in good standing as a foreign corporation in each jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary, except where the failure to be so qualified or in good standing, as the case may be, would not, individually or in the aggregate, (x) adversely affect the legality, validity or enforceability of any of this Agreement or the Transaction Documents (as defined in Section 2.1(b)) or any of the transactions contemplated hereby or thereby, (y) have or result in a material adverse effect on the results of operations, assets, prospects, or financial condition of the Company and its Subsidiaries, taken as a whole or (z) adversely affect the Company's ability to perform fully its obligations under any Transaction Document (any of (x), (y) or (z), being a "Material Adverse Effect").

b. Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Agreement and the Registration Rights Agreement (collectively, the "Transaction Documents"), and otherwise to carry out its obligations hereunder and thereunder. The execution and delivery of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action and no further action is required by the Company, its Board of Directors or its stockholders. Each of the Transaction Documents has been duly executed by the Company and when delivered in accordance with the terms hereof, assuming due authorization, execution and delivery by the other parties thereto, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws (including insurance related laws and regulations) relating to, or affecting generally the enforcement of, creditors' rights and remedies or by other equitable principles of general application, except that rights to indemnification and contribution may be limited by Federal or state securities laws or public policy relating thereto.

c. Capitalization. As of the date hereof, the authorized capital stock of the Company is as set forth in Schedule 2.1(c). All of such outstanding shares of capital stock have been, or upon issuance will be, validly authorized and issued, fully paid and nonassessable and were issued pursuant to valid exemptions from the Securities Act. Except as disclosed in Schedule 2.1(c), (i) no shares of the Company's capital stock are subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company, (ii) there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, or giving any Person (as defined below) any right to subscribe for or acquire, any shares of capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its Subsidiaries or options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its Subsidiaries, (iii) there are no outstanding debt securities of the Company or any of its Subsidiaries, (iv) there are no outstanding securities of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries, (v) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the sale of the Shares, (vi) the Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement and (vii) no Person (as defined below) or group of related Persons beneficially owns (as determined pursuant to Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) or has the right to acquire by agreement with or by obligation binding upon the Company beneficial ownership of in excess of 5% of the Common Stock other than Provident American Corporation ("Provident"), parent company of the Company, and UICI. "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

d. Authorization, Validity and Issuance of Shares. The Shares are and will at all times hereafter continue to be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, encumbrances and Company rights of first refusal, other than liens and encumbrances created by the Purchasers (collectively, "Liens") and will not be subject to any preemptive or similar rights, except for Liens or preemptive or similar rights which have been waived. The issuance by the Company of the Shares is exempt from registration under the Securities Act.

e. No Conflicts. The execution, delivery and performance of each of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any provision of the Company's Amended and Restated Certificate of Incorporation, as amended and as in effect on the date hereof (the "Certificate of Incorporation") and the Company's Bylaws, as in effect on the date hereof (the "Bylaws") or other organizational documents of the Company or any of the Subsidiaries, (ii) subject to obtaining the consents referred to in Section 2.1(f), conflict with, or constitute a breach or a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture, patent, or instrument (evidencing a Company or Subsidiary debt or otherwise) to which the Company or any Subsidiary is a party or by which any property or asset of the Company or any Subsidiary is bound or affected which, individually or in the aggregate, would be reasonably expected to have a Material Adverse Effect, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or any Subsidiary is subject (including Federal and state securities laws), or by which any material property or asset of the Company or any Subsidiary is bound or affected which, individually or in the aggregate, would be reasonably expected to have a Material Adverse Effect.

f. Consents and Approvals. Except as specifically set forth on Schedule 2.1(f), neither the Company nor any Subsidiary is required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority, regulatory or self regulatory agency, or other Person in connection with the execution, delivery and performance by the Company of or the Transaction Documents, other than (i) the filing of a registration statement with the Commission, which shall be filed in accordance with the procedures set forth in the Registration Rights Agreement and (ii) any filings, notices or registrations under applicable state securities laws (together with the consents, waivers, authorizations, orders, notices and filings referred to on Schedule 2.1(f), the "Required Approvals").

g. Litigation; Proceedings. Except as specifically set forth on Schedule 2.1(g), there is no action, suit, notice of violation, proceeding or investigation pending or, to the knowledge of the Company or any of its Subsidiaries, threatened against or affecting the Company or any of its Subsidiaries or any of their respective properties before or by any court, governmental or administrative agency or regulatory authority (federal, state, county, local or foreign) which (i) adversely affects or challenges the legality, validity or enforceability of any of the Transaction Documents or (ii) could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

h. No Default or Violation. Except as set forth on Schedule 2.1(h), neither the Company nor any Subsidiary (i) is in default under or in violation of any indenture, loan or other credit agreement or instrument to which it is a party or by which it or any of its properties or assets is bound, (ii) is in default under or in violation of any other agreement to which it is a party or by which its properties or assets are bound, the default or violation of which, individually or in the aggregate, would be reasonably expected to have a Material Adverse Effect, (iii) is in violation of any order of any court, arbitrator or governmental body applicable to it or (iv) is in violation of any statute, rule or regulation of any governmental authority to which it is subject.

i. Disclosure; Absence of Certain Changes. None of this Agreement, the Schedules to this Agreement, the Registration Rights Agreement or any other written or formally presented information, report, financial statement, exhibit, schedule or document furnished by or on behalf of the Company in connection with the negotiation of the transactions contemplated hereby contained, contains, or will contain at the time it was or is so furnished any untrue statement of a material fact or omitted, omits or will omit at such time to state any material fact necessary in order to make the statements made herein and therein, in light of the circumstances under which they were made, not misleading. The Company has not taken any steps, and does not currently expect to take any steps, to seek protection pursuant to any bankruptcy law nor does the Company or any of its Subsidiaries have any knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy proceedings.

j. Private Offering; Solicitation. The Company and all Persons acting on its behalf have not (i) made, directly or indirectly, and will not make, offers or sales of any securities or solicited any offers to buy any security under circumstances that would require registration of the Shares under the Securities Act, (ii) distributed any offering materials in connection with the offering and sale of the Shares (iii) solicited any offer to buy or sell the

Shares by means of any form of general solicitation or advertising (as those terms are used in Rule 502(c) of Regulation D under the Exchange Act) in a manner which would require registration under the Securities Act. The offer, sale and issuance of the Shares to the Purchasers will not be integrated with any other offer, sale and issuance of the Company's securities (past, current, or future) under the Securities Act or any regulations of any exchange or automated quotation system on which any of the securities of the Company are listed or designated. Subject to the accuracy and completeness of the representations and warranties of the respective Purchasers contained in Section 2.2 hereof, the offer, sale and issuance by the Company to the Purchasers of the Shares is exempt from the registration requirements of the Securities Act.

k. Financial Statements. The financial statements of the Company provided to the Purchasers present fairly, in all material respects, the financial condition of the Company as of the respective dates thereof, and the results of operations, changes in stockholders' equity, and the cash flow of the Company for the periods indicated therein, all in conformity with generally accepted accounting principals in the United States ("GAAP"), applied consistently throughout such periods. No financial statements of any person other than the Company and its Subsidiaries are required by GAAP to be included in the consolidated financial statements of the Company.

l. Investment Company. The Company is not, and is not controlled by or under common control with an affiliate (an "Affiliate") of an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

m. Broker's Fees. No fees or commissions or similar payments with respect to the transactions contemplated by the Transaction Documents have been paid or will be payable by the Company to any broker, financial advisor, finder, investment banker, or bank, other than as set forth in Schedule 2.1(m). The Purchasers shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other Persons for fees of a type contemplated in this Section 2.1(m) that may be due in connection with the transactions contemplated by the Transaction Documents.

n. Tax Status; Firpta. Except as set forth on Schedule 2.1(n), the Company and each of the Subsidiaries has made or filed all federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject (unless and only to the extent that the Company and each of its Subsidiaries has set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith (which are set forth on Schedule 2.1(n) hereof), and has set aside on it books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim. The Company is not a "United States real property holding corporation" within the meaning of Section 847(c)(2) of the Internal Revenue Code of 1986, as amended.

o. Permits. The Company and each of its Subsidiaries possess all certificates, authorizations, licenses, easements, consents, approvals, orders and permits necessary to own, lease and operate their respective properties and to conduct their respective businesses as currently conducted, free and clear of any conflicts, defaults or violations thereunder, except where the failure to possess such permits or the existence of any conflict, default or violation would not, individually or in the aggregate, have a Material Adverse Effect ("Material Permits"), and, except as disclosed on Schedule 2.1 (o), there is no proceeding pending, or, to the knowledge of the Company, threatened relating to the revocation, modification, suspension or cancellation of any Material Permit.

p. Registration Rights; Rights of Participation. Except as described on Schedule 2.1(p) hereto, (i) the Company has not granted or agreed to grant to any Person any rights (including "piggy-back" registration rights) to have any securities of the Company registered with the Commission or any other governmental authority which has not been satisfied and (ii) no Person, including, but not limited to, current or former stockholders of the Company, underwriters, brokers or agents, has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by this Agreement or any Transaction Document.

q. Insurance. The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company and its Subsidiaries are engaged.

r. Transactions With Affiliates. Except as set forth on Schedule 2.1(c), or Schedule 2.1(r), none of the officers, directors, or employees of the Company is presently a party to any transaction with the Company or any of its Subsidiaries (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any corporation, partnership, trust or entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner, other than transactions that would not require disclosure under Section 404 of Regulation S-K of the Securities Act and the Exchange Act (if the Company were subject to such disclosure requirements).

s. Application to Takeover Protection. The Company and its Board of Directors have taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination or other similar anti-takeover provision under the Certificate of Incorporation, Bylaws or the laws of the state of incorporation which is or could become applicable to the Purchasers or the Transaction Documents in connection with the issuance of the Shares. The issuance of the Shares will not trigger any poison pill provisions of any of the Company's stockholders' rights or similar agreements.

t. Acknowledgement Regarding Purchasers' Purchase of Shares. The Company acknowledges that the Purchasers are acting solely in the capacity of arm's length purchasers with respect to this Agreement and the transactions contemplated hereby. The Company further acknowledges that no Purchaser is acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to this Agreement and the transactions contemplated hereby and any statement made by any Purchaser or any of their respective representatives or agents in connection with this Agreement and the transactions contemplated hereby is not advice or a recommendation and is merely incidental to the Purchasers' purchase of the Shares. The Company further represents to each Purchaser that the Company's decision to enter into this Agreement has been based solely on the independent evaluation of the Company and its representatives.

The Purchasers acknowledges and agrees that the Company make no representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in this Section 2.1.

2.2 Representations and Warranties of the Purchasers. Each of the Purchasers, severally and not jointly, hereby represents and warrants to the Company as follows:

a. Organization; Authority. Such Purchaser is a corporation or a limited duration company or a limited liability company or limited partnership duly formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation with the requisite power and authority, corporate or otherwise, or is an individual which possesses the requisite legal capacity and the right, to enter into and to consummate the transactions contemplated hereby and by the Transaction Documents and otherwise to carry out its obligations hereunder and thereunder. The purchase by such Purchaser of the Shares has been duly authorized by all necessary action on the part of such Purchaser. Each of this Agreement and the Registration Rights Agreement has been duly executed and delivered by such Purchaser and constitutes the valid and legally binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity.

b. Investment Intent. Such Purchaser is acquiring the Shares for its own account and not with a present view to or for distributing or reselling such Shares or any part thereof or interest therein in violation of the Securities Act; provided, however, that by making the representations herein, such Purchaser does not agree to hold any Shares for any minimum or other specific term and reserves the right to dispose of the Shares at any time in accordance with or pursuant to a registration statement or an exemption under the Securities Act.

c. Purchaser Status. At the time such Purchaser was offered the Shares and at the Closing Date, (i) such Purchaser was and will be an "accredited investor" as defined in Rule 501 under the Securities Act and (ii) such Purchaser, either alone or together with its representatives, had and will have such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares.

d. Reliance. Such Purchaser understands and acknowledges that (i) the Shares are being offered and sold to such Purchaser without registration under the Securities Act in a private placement that is exempt from the registration provisions of the Securities Act under Section 4(2) of the Securities Act or Regulation D promulgated thereunder and (ii) the availability of such exemption depends in part on, and the Company will rely upon the accuracy and truthfulness of, the representations set forth in this Section 2.2 and such Purchaser hereby consents to such reliance.

e. Information. Such Purchaser and its advisors, if any, have been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Shares which have been requested by such Purchaser or its advisors. Such Purchaser and its advisors, if any, have been afforded the opportunity to ask questions of the Company and its representatives. Neither such inquiries nor any other due diligence investigation conducted by Purchaser or any of its advisors or representatives shall modify, amend or affect Purchaser's right to rely on the Company's representations and warranties contained in Section 2.1 above or representations and warranties of the Company contained in any other Transaction Document. Such Purchaser understands that its investment in the Shares involves a significant degree of risk.

f. Governmental Review. Such Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Shares.

g. Residency. Such Purchaser is a resident of the jurisdiction set forth immediately below such Purchaser's name on Schedule II hereto.

The Company acknowledges and agrees that the Purchasers make no representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in this Section 2.2. The Company further acknowledges that the Purchasers represent, collectively, they are not acting as a group pursuant to Rule 13-d of the Exchange Act.

ARTICLE III.

OTHER AGREEMENTS

3.1 Transfer Restrictions.

a. If any Purchaser should decide to dispose of the Shares held by it, such Purchaser understands and agrees that it may do so only pursuant to an effective registration statement under the Securities Act, to the Company or pursuant to an available exemption from the registration requirements of the Securities Act and in compliance with applicable blue sky and state securities laws. In connection with any transfer of any Shares other than pursuant to an effective registration statement or to the Company, the Company may require the transferor thereof to provide to the Company a written opinion of counsel experienced in the area of United States securities laws selected by the transferor, the form and substance of which opinion shall be customary for opinions of counsel in comparable transactions, to the effect that such transfer does not require registration of such transferred securities under the Securities Act and qualification under applicable blue sky and state securities laws. Notwithstanding the foregoing, the Company hereby consents to and agrees to affect any transfer by any Purchaser to an Affiliate of such Purchaser, provided that the transferee certifies to the Company that it is an "accredited investor" as defined in Rule 501(a) under the Securities Act. Any such transferee shall also agree in writing to be bound by the terms of this Agreement and shall have the rights of a Purchaser under this Agreement and the Transaction Documents.

b. Each Purchaser agrees to the imprinting, so long as is required by this Section 3.1(b), of the following legend on the Shares:

> THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES DEPARTMENT OR COMMISSION IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND APPLICABLE BLUE SKY OR STATE SECURITIES LAWS, AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE BLUE SKY OR STATE SECURITIES LAWS OR PURSUANT TO AVAILABLE EXEMPTIONS THEREFROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR ANY APPLICABLE BLUE SKY OR STATE SECURITIES LAWS.

The Shares shall not contain the legend set forth above (or any other legend) if (i) the sale of the Shares is pursuant to an effective Registration Statement (as defined in the Registration Rights Agreement) under the Securities Act, (ii) if in the written opinion of counsel to the Company experienced in the area of United States securities laws such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) or (iii) if such Shares may be sold pursuant to Rule 144 promulgated under the Securities Act. The Company agrees that it will provide each Purchaser, upon request, with a certificate or certificates representing the Shares, free from such legend at such time as such legend is no longer required hereunder. If such certificate or certificates had previously been issued with such a legend or any other legend, the Company shall, upon request and delivery of such certificate or certificates to the Company by such Purchaser, reissue to such Purchaser such certificate or certificates free of any legend.

3.2 Stop Transfer Instruction. Except as otherwise required by law, the Company may not make any notation on its records or give instructions to any transfer agent of the Company which enlarge the restrictions on transfer set forth in Section 3.1.

3.3 Furnishing of Information. As long as any Purchaser owns the Shares, if the Company is not required to file reports pursuant to Section 13(a) or 15(d) of the Exchange Act, it will prepare and furnish to the Purchasers (i) quarterly balance and income statements and (ii) annual audited financial statements; provided, however, that if the quarterly balance and income statements contain material non-public information regarding the Company or Provident, the Company shall notify each Purchaser of such fact and shall only provide such statements to any Purchaser upon written request by such Purchaser (provided, that such Purchaser agrees not to engage in any trading activities with respect to the capital stock of Provident until such financial information is disclosed publicly). If at any time while any Purchaser owns the Shares the Company is at any time required to register its Common Stock under Section 12(g) of the Exchange Act or to file reports pursuant to Section 13, 14, or 15(d) of the Exchange Act, then the Company will cause the Shares to continue at all times to be registered under Section 12(g) of the Exchange Act, will timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Section 13, 14 or 15(d) of the Exchange Act and shall promptly furnish, but in no event later than two (2) business days after the filing thereof with the Commission, the Purchasers with true and complete copies of all such filings, and will not take any action or file any document (whether or not permitted by the Exchange Act or the rules thereunder) to terminate or suspend such reporting and filing obligations. The Company covenants that it will take such further action as any holder of the Shares may reasonably request, all to the extent required from time to time to enable such Person to sell Shares without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act. The Company further covenants that it will deliver to the Purchasers copies of any notices and other information made available or given to any other stockholders of the Company which relates to the Company or its securities, contemporaneously with the making available or giving thereof to such other stockholders.

3.4 Integration. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that would be integrated with the offer or sale of the Shares in a manner that would require the registration under the Securities Act of the sale of such Shares to any Purchaser.

3.5 Notice of Breaches.

a. The Company and each Purchaser shall give prompt written notice to the other of any breach by it of any representation, warranty or other agreement contained in this Agreement or in the Registration Rights Agreement, as well as any events or occurrences arising after the date hereof and prior to the Closing Date, which would reasonably be likely to cause any representation or warranty or other agreement of such party, as the case may be, contained herein to be incorrect or breached as of the Closing Date; provided such notice will not constitute material non-public information. However, no disclosure by either party pursuant to this Section 3.7 shall be deemed to cure any breach of any representation, warranty or other agreement contained herein or in the Transaction Documents.

b. Notwithstanding the generality of Section 3.7(a), the Company shall promptly notify, provided such notification will not constitute material non-public information, each Purchaser of any notice or claim (written or oral) that it receives from any lender of the Company or any Subsidiary to the effect that the consummation of the transactions contemplated hereby and by the Registration Rights Agreement violates or would violate any written agreement or understanding between such lender and the Company or any Subsidiary, and the Company shall promptly furnish by facsimile to the Purchasers a copy of any written statement in support of or relating to such claim or notice.

c. The default by any Purchaser of any of its obligations, representations or warranties under this Agreement or the Transaction Documents shall not be imputed to, and shall have no effect upon, any other Purchaser or affect the Company's obligations under this Agreement or any Transaction Document to any non-defaulting Purchaser.

3.6 Form D. The Company agrees to file a Form D with respect to the Shares as required by Rule 506 under Regulation D and to provide a copy thereof to each Purchaser promptly after such filing.

3.7 Use of Proceeds. The Company shall use the proceeds from the sale of the Shares for working capital and other general corporate purposes, including but not limited to expansion of its sales and marketing activities and the further development of the Company's Internet services and technologies.

3.8 Press Release; Filing of Form 8-K. Subject to the provisions of Section 6.10 hereof, prior to the opening of NASDAQ on December 7, 1999, the Company shall issue a press release in form and substance acceptable to the Purchasers. On or before the 10th Business Day following the Closing Date the Company shall file a Form 8-K with the Commission describing the terms of the transaction contemplated by the Transaction Documents in the form required by the Exchange Act.

3.9 Ordinary Course Brokerage and Trading. Subject to compliance with all applicable securities laws and NASDAQ regulations, no Purchaser shall be prohibited from engaging in its ordinary course brokerage and trading activities in respect of the capital stock of Provident; provided, however, that no Purchaser shall engage in such activities until one (1) Business Day after the Company files the Form 8-K pursuant to Section 3.8 hereof.

3.10 Best Efforts. Each of the parties hereto shall use its best efforts to satisfy each of the conditions to be satisfied by it as provided in Article IV of this Agreement.

3.11 Corporate Existence. Until such time as all of the Purchasers provide the Company with written notice that they do not beneficially own any Shares, the Company shall maintain its corporate existence and shall not sell all or substantially all of the Company's assets, except in the event of a merger or consolidation or sale of all or substantially all of the Company's assets, other than the proposed mergers with Insurdata Incorporated, Provident or a subsidiary of Provident, where the surviving or successor entity in such transaction (i) assumes the Company's obligations hereunder and under the agreements and instruments entered into in connection herewith and (ii) is a publicly traded corporation whose common stock is listed or quoted for trading on the NASDAQ, the New York Stock Exchange or the American Stock Exchange. Notwithstanding the foregoing, the Purchasers consent to the pending merger between the Company and Insurdata Incorporated, which respect to which a definitive agreement shall be entered into on December 6, 1999.

3.12 Transactions with Provident. The Company agrees that, in the event of the merger of the Company with Provident or a Provident subsidiary and simultaneously with the merger, the Company resulting from the merger shall register with the Commission under the Securities Act, as amended, the securities held by or to be issued to holders of the outstanding securities of the Company (including all Common Stock) and securities issued shall be listed on a national securities exchange or quoted on the NASDAQ Stock Market and be freely tradable upon consummation of the merger, subject to the requirements of applicable state and federal securities laws, including Rule 145 promulgated under the Securities Act.

3.13 Reimbursement. In the event that any Purchaser, other than by reason of its gross negligence or willful misconduct, becomes involved in any capacity in any action, proceeding or investigation brought by or against any person, including shareholders of the Company, in connection with or as a result of (a) any misrepresentation or breach of any representation or warranty made by the Company in this Agreement or the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, (b) any breach of any covenant, agreement or obligation of the Company contained in this Agreement or the Transaction Documents or any other certificate, instrument or document hereby or thereby, or (c) any cause of action, suit or claim brought or made against such Purchaser and arising out of or resulting from the execution, delivery, performance or enforcement of this Agreement or the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, the Company will reimburse such Purchaser for its legal and other actual out-of-pocket expenses (including the cost of any investigation and preparation) incurred in connection therewith. The reimbursement obligations of the Company under this paragraph shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to any affiliate of the Purchasers and partners, directors, agents, employees and controlling persons (if any), as the case may be, of the Purchasers and any such affiliate, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, the Purchasers and any such affiliate and any such Person. The Company also agrees that no Purchaser or any Affiliates, partners, directors, agents, employees or controlling persons of such Purchaser shall have any liability to the Company or any Person asserting claims on behalf of or in right of the Company in connection with or as a result of the consummation of this Agreement or any of the Transaction Documents except to the extent that any losses, claims, damages, liabilities or expenses incurred by the Company result from the gross negligence or willful misconduct of such Purchaser, or from a breach of a representation, warranty or covenant made herein by such Purchaser, in connection with the transactions contemplated by this Agreement or the Registration Rights Agreement, in which event such Purchaser, severally and not jointly, shall reimburse the Company for its legal and other actual out-of-pocket expenses (including the cost of any investigation and preparation) incurred in connection therewith, up to the amount of the Purchase Price paid by such Purchaser. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of its obligations hereunder which is permissible under applicable law.

3.14 Material Information. The Company covenants that any information provided by the Company or Provident to the Purchasers and their agents or their counsel which could be deemed to constitute material non-public information will cease to be material non-public information (either through disclosure by the

Company or otherwise) on that date which is one (1) Business Day after the Company file Form 8-K pursuant to Section 3.8 hereof.

3.15 Future Financings. As long as any Shares are outstanding, except for (i) shares of Common Stock deemed to have been issued by the Company in connection with any plan which has been approved by the Board of Directors of the Company, pursuant to which the Company's securities may be issued to any employee, officer, director or consultant of the Company; (ii) shares of Common Stock issuable upon the exercise of any options or warrants outstanding on the date hereof and listed in Schedule 2.1(c) hereto; or (iii) shares of Common Stock issued in connection with the Company's merger transactions with Insurdata Incorporated, Provident or a subsidiary of Provident, if the Company agrees to issue shares of Common Stock or other securities convertible into or exchangeable or exercisable for Common Stock (any of (i), (ii) or (iii), the "New Security") at an effective price per share of Common Stock which is less or may be less (including, without limitation, any security which is convertible into or exchangeable or exercisable for Common Stock at a price which may change with the market price of the Common Stock) than $15.00 per share (a "Future Financing"), the Company shall provide to the Purchasers by 5:00 p.m. (New York time) on or before the third (3rd) Business Day (as defined below) after the decision to issue the New Security has been made, written notice of the Future Financing containing in reasonable detail (i) the proposed terms of the Future Financing, (ii) the amount of the proceeds that will be raised and (iii) the Person with whom such Future Financing shall be effected, and attached to which shall be a term sheet or similar document relating thereto (the "Future Financing Notice"). Upon receiving the Future Financing Notice, each Purchaser shall have the pro rata right (based on the principal amount of the Shares held by such Purchaser relative to the aggregate principal amount of Shares purchased hereunder) to purchase, on the same terms as the Future Financing, an amount of New Securities having a purchase price which shall not exceed the aggregate investment by such Purchaser hereunder. In the event a Purchaser desires to exercise the right granted under this Section 3.15, such Purchaser must notify the Company on or prior to the fifth (5th) Business Day after such Purchaser has received the Future Financing Notice. In the event the terms and conditions of a proposed Future Financing are amended in any respect after delivery of the Future Financing Notice but prior to the closing of the proposed Future Financing to which such Future Financing Notice relates, the Company shall deliver a new notice to each Purchaser describing the amended terms and conditions of the proposed Future Financing and each Purchaser thereafter shall have an option during the five (5) Business Days period following delivery of such new notice to purchase its pro rata share (based on the Purchaser's percentage of the principal amount such Purchaser's investment hereunder) of the New Securities being offered on the same terms as contemplated by such proposed Future Financing, as amended. The foregoing sentence shall apply to successive amendments to the terms and conditions of any proposed Future Financing. At the closing for such Future Financing, the transactions contemplated by this Section 3.15 shall close, subject to the completion of mutually satisfactory documentation, and the Company shall tender to each Purchaser certificates representing the New Securities that it agreed to purchase and the Purchasers shall make payment for the entire purchase price in immediately available funds at the closing of such sale.

ARTICLE IV.

CONDITIONS

4.1 Closing Conditions.

a. Conditions Precedent to the Obligation of the Company to Sell. The obligation of the Company to sell the Shares hereunder is subject to the satisfaction or waiver (with prior written notice to each Purchaser) by the Company, at or before the Closing, of each of the following conditions:

(i) Accuracy of the Purchasers' Representations and Warranties. The representations and warranties of each Purchaser in this Agreement shall be true and correct in all material respects as of the date when made (except for representations and warranties that speak as of a specific date) and as of the Closing Date;

(ii) Performance by the Purchasers. Each Purchaser shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by such Purchaser at or prior to the Closing; and

(iii) No Injunction. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement or the Transaction Documents.

b. Conditions Precedent to the Obligation of the Purchasers to Purchase. The obligation of each Purchaser hereunder to acquire and pay for the Shares is subject to the satisfaction or waiver (with prior written notice to the Company and each other Purchaser) by such Purchaser, at or before the Closing, of each of the following conditions:

(i) Accuracy of the Company's Representations and Warranties. The representations and warranties of the Company set forth in this Agreement shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time (except for representations and warranties that speak as of a specific date);

(ii) Performance by the Company. The Company shall have performed, satisfied and complied in all material respects with all covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by the Company at or prior to the Closing;

(iii) No Injunction. No statute, rule, regulation, executive order, decree, ruling or injunction shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction which prohibits the consummation of any of the transactions contemplated by this Agreement and the Transaction Documents;

(iv) Required Approvals. All Required Approvals shall have been obtained and copies thereof delivered to such Purchaser;

(v) Shares of Common Stock. The Company shall have duly authorized the number of Shares required by this Agreement to be issued pursuant to the terms hereof;

(vi) Resolutions. The Board of Directors of the Company shall have adopted resolutions consistent with Section 2.1(b) and in a form reasonably acceptable to each Purchaser (the "Resolutions").

c. Documents and Certificates. At the Closing, the Company shall have delivered to the Purchasers the following in form and substance reasonably satisfactory to the Purchasers:

(i) Opinion. An opinion of the Company's legal counsel in the form attached hereto as Exhibit B dated as of the Closing Date;

(ii) Certificates. Share Certificates representing the principal amount of Shares purchased by such Purchaser as set forth next to such Purchaser's name on Schedule I, registered in the name of such Purchaser, each in form satisfactory to the Purchaser and in conformity in all respects with the requirements of the Pennsylvania Business Corporation Law, as amended;

(iii) Registration Rights. The Company shall have executed and delivered the Registration Rights Agreement;

(iv) Officer's Certificate. An Officer's Certificate dated the Closing Date and signed by an executive officer of the Company confirming the accuracy of the Company's representations, warranties and covenants as of the Closing Date and confirming the compliance by the Company with the conditions precedent set forth in this Section 4.1 as of the Closing Date;

(v) Secretary's Certificate. A Secretary's Certificate dated the Closing Date and signed by the Secretary or Assistant Secretary of the Company certifying (A) that attached thereto is a true and complete copy of the Certificate of Incorporation of the Company, as in effect on the Closing Date, (B) that attached thereto is a true and complete copy of the by-laws of the Company, as in effect on the Closing Date and (C) that attached thereto is a true and complete copy of the Resolutions duly adopted by the Board of Directors of the Company authorizing the execution, delivery and performance of this Agreement and of the Transaction Documents, and that such Resolutions have not been modified, rescinded or revoked;

(vi) Certificates of Incorporation. The Company shall have delivered to counsel to Brown Simpson a copy of a certificate evidencing the incorporation and good standing of the Company and each Subsidiary, in such corporation's state of incorporation issued by the Secretary of State of such state of incorporation as of a date within thirty days of the Closing Date. The Company shall have delivered to counsel to Brown Simpson a copy of its Certificate of Incorporation as certified by the Secretary of State of the Commonwealth of Pennsylvania within thirty days of the Closing Date;

(vii) Other Documents. The Company shall have delivered to each Purchaser such other documents relating to the transactions contemplated by the Transaction Documents as the Purchasers or its counsel may reasonably request.

ARTICLE V.

MISCELLANEOUS

5.1 Entire Agreement. This Agreement, together with the Exhibits and Schedules hereto and the Transaction Documents contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral or written, with respect to such matters.

5.2 Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile, provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party (if received by 7:00 p.m. EST where such notice is received) or the first business day following such delivery (if received after 7:00 p.m. EST where such notice is received); or (iii) one business day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company or to Provident:

c/o Provident American Corporation
2500 DeKalb Pike
Norristown, Pennsylvania 19401
Telephone: (610) 279-3561
Facsimile: (610) 279-4498
Attention: Michael Ashker

With a copy to:

Blank Rome Comisky & McCauley LLP
One Logan Square
Philadelphia, Pennsylvania 19103
Telephone: (215) 569-5514
Facsimile: (215) 569-5555
Attention: Barry Genkin

If to Brown Simpson Strategic Growth Fund, Ltd., Brown Simpson Strategic Growth Fund, L.P., Matthew Brown, Evan Levine or Mitchell Kaye to:

152 West 57th Street, 40th Floor
New York, New York 10029
Telephone: (212) 247-8200
Facsimile: (212) 247-1329
Attention: Evan Levine

If to Brown Simpson - ORD Investments LLC to

c/o OTA Limited Partnership
1 Manhattanville Road
Purchase, New York 10577
Telephone: (914) 694-5800
Facsimile: (914) 694-6382
Attention: Vinny DiGeso

With a copy, in the case of Notice to Brown Simpson Strategic Growth Fund, Ltd., Brown Simpson Strategic Growth Fund, L.P. or Brown Simpson - ORD Investments LLC to:

Akin, Gump, Strauss, Hauer & Feld, L.L.P.
590 Madison Avenue
New York, New York 10022
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Attention: James Kaye

If to James Simpson to:

c/o Brown Simpson Asset Management, LLC
514 High Street, Suite 5
Palo Alto, CA 94301
Telephone: (650) 324-5800
Facsimile: (650) 325-3622

If to LB I Group Inc. or Steven Weinstein to:

c/o Lehman Brothers, Inc.
3 World Financial Center
New York, New York 10285
Telephone: (212) 526-6957
Facsimile: (212) 526-2199
Attention: Steve Weinstein

If to Royal Bank of Canada to:

c/o RBC Dominion Securities
One Liberty Plaza - 2nd Floor
165 Broadway
New York, New York 10006-1404
Facsimile (212) 858-7402
Attention: Vice President, Global Middle Office

and to: Roger Blissett
Telephone: (212) 858-7119
Facsimile: (212) 858-7468

If to Vauban Investissement SA to:

c/o Shoreline Advisory Group
1711 Pearl Street, 2nd Floor
Boulder, CO 80302
Telephone: (303) 938-0507
Facsimile: (303) 938-9842
Attention: Caleb Sevian

If to Seneca Capital L.P. or Seneca Capital International, Ltd., to:

c/o Seneca Capital Advisors, LLC
537 Madison Avenue, 11th Floor
New York, New York 10022
Telephone: (212) 371-1300
Facsimile: (212) 758-6060
Attention: Mr. Doug Hirsch

With a copy, in the case of Notice to Seneca Capital, L.P. or

Seneca Capital International. Ltd., to:

Kramer Levin Naftalis & Frankel LLP
919 Third Avenue
New York, New York 10022-3852
Telephone: (212) 715-9186
Facsimile: (212) 715-8000
Attention: Thomas T. Janover, Esq.

If to Good Family LLC to:

1211 Lake Road
Lake Forest, IL
Telephone: (847) 234-8663
Facsimile:
Attention: Daniel Good

If to The Raptor Global Portfolio Limited or Altar Rock Fund L.P. to:

c/o Tudor Investment Corporation
40 Rowes Wharf, 2nd Floor
Boston, MA 02110
Telephone: (617) 772-4600
Facsimile: (617) 737-9280
Attention: William Flaherty

If to MBK Investment Partners to:

c/o M.R. Weiser & Co. LLP
135 West 50th Street, 12th Floor
New York, New York 10020-1299
Telephone: (212) 641-4700
Facsimile: (212) 641-6888
Attn: Sidney Margenbesser

If to Robert Capital Management to:

610 5th Avenue, 7th Floor
New York, New York 10020
Telephone: (212) 218-8870
Facsimile: (212) 218-8872
Attn: Stephen Robert

If to Europa International Incorporated to:

c/o Knoll Capital Management, L.P.
200 Park Avenue, Suite 3900
New York, New York 10166
Telephone: (212) 808-7474
Facsimile: (212) 808-7475
Attn: Fred Knoll

If to Stephen M. Peck to:

1775 Broadway
New York, New York 10019
Telephone: (212) 424-0320
Facsimile: (212) 757-8501

If to Stephen McGrath to:

39 Talbot Court
Short Hills, N.J. 07079
Telephone: (973) 467-1804
Facsimile: (973) 467-5199

If to Peter Darling to:

c/o Deltec Securities (U.K.) Limited
Brettenham House
5 Lancaster Place

London, United Kingdom WC2E 7EN
Telephone: (011) 44-171-379-7227
Facsimile: (011) 44-171-379-7577

If to Fordham Follies L.L.C. to:

c/o Veronica Kelly
615 East 14th Street, Apt. 11G
New York, New York 10009
Telephone: (212) 614-8449

Each party shall provide written notice to the other party of any change in address or facsimile number in accordance with the provisions hereof.

5.3 Amendments; Waivers. No provision of this Agreement may be waived or amended except in a written instrument signed, in the case of an amendment, by both the Company and each of the Purchasers or, in the case of a waiver, by the party against whom a waiver of any such provision is sought. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. The Company shall not offer or pay any consideration to a Purchaser for consenting to such an amendment or waiver unless the same consideration is offered to each Purchaser and the same consideration is paid to each Purchaser which consents to such amendment or waiver.

5.4 Headings. The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

5.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns and, in the case of the Company, any entity succeeding to the Company by merger or acquisition of all or substantially all the assets of the Company. Except as provided in this Section 5.5, the Company may not assign this Agreement or any rights or obligations hereunder without the prior written consent of each of the Purchasers. The Purchasers may assign this Agreement or any rights or obligations hereunder without the prior written consent of the Company, provided, that any assignees must make the representations and warranties set forth in Section 2.2 and otherwise comply with the terms of this Agreement otherwise applicable to its assignor. This provision shall not limit a Purchaser's right to transfer securities in accordance with all of the terms of this Agreement or the Transaction Documents.

5.6 No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

5.7 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York without regard to the principles of conflicts of law thereof. Each party hereby irrevocably submits to the nonexclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

5.8 Survival. The representations and warranties of the Company and the Purchasers contained in Sections 2.1 and 2.2, the agreements and covenants set forth in Section 3, and the reimbursement provisions set forth in Section 3.16, shall survive the Closing and any sale of the Shares regardless of any investigation made by or on behalf of the such Purchaser or by or on behalf of the Company, except that, in the case of representations and warranties such survival shall be limited to the period of six (6) years following the Closing Date on which they were made or deemed to have been made (other than with respect to any claim by a third party against the party to this Agreement who seeks to assert a claim based on such representations and warranties). This section shall have no effect on the survival of the indemnification provisions of the Registration Rights Agreement.

5.9 Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original thereof.

5.10 Publicity. The Company and the Purchasers shall consult with each other in issuing any press releases or otherwise making public statements with respect to the transactions contemplated hereby and neither party shall issue any such press release or otherwise make any such public statement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that no prior consent shall be required if such disclosure is required by law, in which such case the disclosing party shall provide the other party with prior notice of such public statement. The Company shall not publicly or otherwise disclose the names of any of the Purchasers without each such Purchaser's prior written consent. The Purchasers and their affiliated companies shall, without further cost, have the right to use in its advertising, marketing or other similar materials, the Company's logo and trademarks and all or parts of the Company's press releases that focus on the Transaction forming the subject matter of this Agreement or which make reference to the Transaction. The Purchasers understand that this grant by the Company only waives objections that the Company might have to the use of such materials by the Purchasers and in no way constitutes a representation by the Company that references in such materials to the activities of third-parties have been cleared or constitute a fair use.

5.11 Severability. In case any one or more of the provisions of this Agreement shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Agreement.

5.12 Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, the Purchasers will be entitled to specific performance of the obligations of the Company under this Agreement or the Transaction Documents without the showing of economic loss and without any bond or other security being required. Each of the Company and the Purchasers (severally and not jointly) agree that monetary damages would not be adequate compensation for any loss incurred by reason of any breach of its obligations described in the foregoing sentence and hereby agree to waive in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

5.13 Independent Nature of Purchasers' Obligations and Rights. The obligations of each Purchaser hereunder is several and not joint with the obligations of the other Purchasers hereunder, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Purchaser pursuant hereto or thereto, shall be deemed to constitute the Purchasers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Purchasers are in any way acting in concert with respect to such obligations or the transactions contemplated by this Agreement. Each Purchaser shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement or out of the Transaction Documents, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose.

5.14 Payment Set Aside. To the extent that the Company makes a payment or payments to the Purchasers hereunder or pursuant to the Transaction Documents or the Purchasers enforce or exercise their rights hereunder or thereunder, and such payment or payments or the proceeds of such enforcement or exercise or any part thereof are subsequently invalidated, declared fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Company, a trustee, receiver or any other Person under any law (including, without limitation, any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

5.15 Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

5.16 Fees and Expenses. Except as set forth in the Registration Rights Agreement, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of this Agreement; provided, however, that the Company shall pay the reasonable legal fees of Akin, Gump, Strauss, Hauer, & Feld, L.L.P. within thirty (30) Business Days of the Closing in an amount not to exceed, without the prior written consent of the Company, $20,000. The Company shall pay all stamp and other taxes and duties levied in connection with the issuance of the Shares pursuant hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Securities Purchase Agreement to be duly executed by their respective authorized persons as of the date first indicated above.

HEALTHAXIS.COM, INC.

By: /s/ Michael Ashker

Name: Michael Ashker
Title: President and Chief Executive Officer

BROWN SIMPSON STRATEGIC
GROWTH FUND, LTD.

By: Brown Simpson Asset Management, LLC

By:____________________________________
Name:

Title:

BROWN SIMPSON STRATEGIC
GROWTH FUND, L.P.

By: Brown Simpson Capital, LLC
its general partner

By:____________________________________
Name:
Title:

BROWN SIMPSON - ORD INVESTMENTS LLC

By:____________________________________
Name:
Title:

LB I GROUP INC.

By: /s/ Steven Berkenfeld

Name: Steven Berkenfeld
Title: Senior Vice President

ROYAL BANK OF CANADA

By its Agent
RBC Dominion Securities Corporation

By: /s/ Mark A. Standish

Name: Mark A. Standish
Title: Managing Director

By: /s/ Roger A. Blissett

Name: Roger A. Blissett
Title: Vice President, Deputy General Counsel

VAUBAN INVESTISSMENT SA

By:______________________________
Name:
Title:

SENECA CAPITAL, L.P.

By: Seneca Capital Advisors, LLC, its
general partner

By: /s/ Doug Hirsch

Name: Doug Hirsch
Title: Managing Partner

SENECA CAPITAL INTERNATIONAL, LTD.

By: /s/ Doug Hirsch

Name: Doug Hirsch
Title: Managing Partner

GOOD FAMILY LLC

By: /s/ Daniel J. Good

Name: Daniel J. Good
Title: Manager

EUROPA INTERNATIONAL INCORPORATED

By: Knoll Capital Management, L.P.
its investment manager

By:______________________________
Name:
Title:

ROBERT CAPITAL MANAGEMENT, LLC

By:______________________________
Name:
Title:

THE RAPTOR GLOBAL PORTOLIO LIMITED

By: Tudor Investment Corporation

By: /s/ William T. Flaherty

Name: William T. Flaherty
Title: Vice President

ALTAR ROCK FUND L.P.

By: Tudor Investment Corporation

By: /s/ William T. Flaherty

Name: William T. Flaherty
Title: Vice President

MBK INVESTMENT PARTNERS

By: /s/ William Kaye

Name: William Kaye
Title: Partner

/s/ Steven Weinstein

Steven Weinstein

Matthew C. Brown

/s/ James R. Simpson

James R. Simpson

Mitchell D. Kaye

Evan M. Levine

/s/ Stephen M. Peck

Stephen M. Peck

/s/ Peter S. Darling

Peter S. Darling

/s/ Stephen McGrath

Stephen McGrath

Fordham Follies L.L.C.

By:________________________
Name:
Title:

Schedule I

<TABLE>
<CAPTION>

Name of Purchaser	Number of Shares Acquired at Closing	Purchase Price for Acquired Shares
<S>	<C>	<C>
Brown Simpson Strategic Growth Fund, Ltd.	333,333	$5,000,000
Brown Simpson Strategic Growth Fund, L.P.	466,667	$7,000,000
Brown Simpson - ORD Investments LLC	66,667	$1,000,000
LB I Group Inc.	766,667	$11,500,000
Royal Bank of Canada	800,000	$12,000,000
The Raptor Global Portfolio Limited	464,800	$6,972,000
Altar Rock Fund, L.P.	1,867	$28,000
Seneca Capital L.P.	104,820	$1,572,300
Seneca Capital International, Ltd.	128,513	$1,927,700
Europa International Incorporated	133,333	$2,000,000
Provident American Corporation	133,333	$2,000,000
Good Family LLC	133,333	$2,000,000
Vauban Investisement SA	66,667	$1,000,000
Stephen McGrath	66,667	$1,000,000
Robert Capital Management	46,667	$700,000
MBK Investment Partners	33,333	$500,000
Evan Levine	16,667	$250,000
James Simpson	16,667	$250,000
Mitchell Kaye	16,667	$250,000
Steven Weinstein	16,667	$250,000
Peter S. Darling	16,667	$250,000
Matthew Brown	6,667	$100,000
Stephen M. Peck	6,667	$100,000
Fordham Follies, L.L.C.	2,667	$40,000

</TABLE>

Schedule II

<TABLE>
<CAPTION>

Name of Purchaser	Address
<S>	<C>

Brown Simpson Strategic Growth Fund, Ltd.	152 West 57th Street, 40th Floor New York, New York 10019 Attn: Evan Levine Fax: (212) 247-1329 Residence: Grand Cayman, Cayman Islands
Brown Simpson Strategic Growth Fund, L.P., Evan Levine, Matthew Brown and Mitchell Kaye	152 West 57th Street, 40th Floor New York, New York 10019 Attn: Paul Gustus Fax: (212) 247-1329 Residence: New York, New York
James Simpson	c/o Brown Simpson Asset Management, LLC 514 High Street, Suite 5 Palo Alto, CA 94301 Fax: (650) 325-3622 Residence: California
Brown Simpson - ORD Investments LLC	c/o OTA Limited Partnership 1 Manhattanville Road Purchase, New York 10577 Attn: Vinny DiGeso Fax: (914) 694-6342 Residence: New York
LB I Group Inc., Steven Weinstein	c/o Lehman Brothers, Inc. 3 World Financial Center New York, New York 10285 Attn: Steven Weinstein Fax: (212) 526-2199 Residence: New York
Royal Bank of Canada	c/o RBC Dominion Securities One Liberty Plaza - 2nd Floor 165 Broadway New York, New York 10006-1404 Attn: Vice President, Global Middle Office Fax: (212) 858-7439 Residence: New York and to: Roger Blissett Fax: (212) 858-7468

</TABLE>

<TABLE>
<CAPTION>

<S>	<C>
Vauban Investissment SA	c/o Shoreline Advisory Group 1711 Pearl Street, 2nd Floor Boulder, CO 80302 Attn: Caleb Sevian Fax: (303) 938-9842 Residence: Netherlands Antilles
Seneca Capital L.P.	c/o Seneca Capital Advisors, LLC 527 Madison Avenue, 11th Floor New York, New York 10022 Attn: Mr. Doug Hirsch Fax: (212) 758-6060 Residence: Delaware
Seneca Capital International, Ltd.	c/o Seneca Capital Advisors, LLC 830 Third Avenue, 14th Floor New York, New York 10022 Attn: Mr. Doug Hirsch Fax: (212) 758-6060 Residence: Cayman Islands
Good Family LLC	1211 Lake Road Lake Forest, IL Attn: Daniel Good Residence: Illinois

The Raptor Global Portfolio Limited, Altar Rock Fund L.P.	c/o Tudor Investment Corporation 40 Rowes Wharf, 2nd Floor Boston, MA 02110 Attn: William Flaherty Fax: (617) 737-9280 Residence: Delaware
MBK Investment Partners	c/o M.R. Weiser & Co. LLP 135 West 50th Street, 12th Floor New York, New York 10020-1299 Attn: Sidney Margenbesser Fax: (212) 641-6888 Residence: New York
Robert Capital Management	615 5th Avenue, 7th Floor New York, New York Attn: Stephen Robert Fax: (212) 218-8872 Residence: New York

</TABLE>

<TABLE>
<CAPTION>

<S>	<C>
Europa International Incorporated	c/o Knoll Capital Management, L.P. 200 Park Avenue, Suite 3900 New York, New York 10166 Attn: Fred Knoll Fax: (212) 808-7475 Residence: British Virgin Islands
Stephen M. Peck	1775 Broadway New York, New York 10019 Residence: New York
Stephen McGrath	39 Talbot Court Short Shills, N.J. 07079 Residence: New Jersey
Peter Darling	c/o Deltec Securities (U.K.) Limited Brettenham House 5 Lancaster Place London, United Kingdom WC2E 7EN Fax: (011) 44-171-379-7577
Fordham Follies L.L.C.	c/o 615 East 14th Street, Apt. 11G New York, New York 10009 Attn: Veronica Kelly Residence: New York
Provident American Corporation	2500 DeKalb Pike Norristown, Pennsylvania 19401 Attn: Michael Ashker Fax: (610) 279-4498 Residence: Pennsylvania

</TABLE>

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement") is made by and among HealthAxis.com, Inc. (the "Company") and the Purchasers listed on Schedule I thereto ("Purchasers").

RECITALS

A. The Purchasers desire to purchase from the Company and the Company desires to issue and sell to the Purchasers the number of shares of the Company's common stock (the "Common Stock") set forth across from each person's name in Schedule I to the Securities Purchase Agreement dated December 3, 1999 (the "Securities Purchase Agreement"), all upon the terms set forth in the Securities Purchase Agreement. Such offering of shares of Common Stock pursuant to the Securities Purchase Agreement is referred to as (the "Offering").

B. To induce Purchasers to purchase Common Stock in the Offering, the Company is willing under certain circumstances to register under the Securities Act of 1933, as amended, and the rules and regulations thereunder (collectively, the "Securities Act"), the Common Stock purchased by the Purchasers.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. Required Registrations.

(a) At any time after the earlier of: (i) twelve (12) months following the completion of the sale of the Common Stock in the Offering, or (ii) six months after the completion of the Company's initial public offering, holders of at least one-half of the then outstanding shares of the Registrable Securities may request, in writing, that the Company effect the registration of Registrable Securities (as defined in Section 7 hereof) owned by such holders on a form that may be used for the registration of Registrable Securities. If the holders initiating the registration intend to distribute the Registrable Securities by means of an underwriting, they shall so advise the Company in their request. In the event such registration is underwritten, the right of other holders to participate shall be conditioned on such holders' participation in such underwriting. Upon receipt of any such request, the Company shall promptly give written notice of such proposed registration to all holders of the Registrable Securities and holders of Common Stock who have been granted registration rights. Such holders shall have the right, by giving written notice to the Company within 30 days after the Company provides its notice, to elect to have included in such registration a number of their securities, including the Registrable Securities, as such holders may request in such notice of election; provided that if the underwriter (if any) managing the offering determines that, because of marketing factors, all of the securities, including the Registrable Securities, requested to be registered by all holders may not be included in the offering, then subject to the priority rights, if any, of: holders of shares subject to the Registration Rights Agreement dated November 13, 1998 (the "AOL Shares") between the Company and America Online, Inc., (the "AOL Rights Agreement"); holders of the shares issued to Health Plan Services, Inc. ("HPS") subject to the Registration Rights Agreement (the "HPS Shares") between the Company and HPS dated May 29, 1998 (the "HPS Registration Rights Agreement");

holders of the Series C Preferred Stock; Provident American Corporation and its subsidiaries subject to Registration Rights Agreements dated March 30, 1999 (the "Provident Shares"), and other holders of registration rights granted by the Company, the Company shall include in such registration: (i) first, the securities of the holders of the AOL Shares requesting registration pursuant to the terms of the AOL Rights Agreement to the extent entitled to registration under the AOL Rights Agreement; (ii) second, the securities of the holders of the HPS Shares unless the HPS Shares are eligible for resale pursuant to Rule 144 without regard to volume limitations; (iii) third, the securities of the holders of the common stock issuable upon the conversion of the Series C Preferred Stock, the securities of the holder of the common stock issuable upon the conversion of the Series D Preferred Stock and the securities issuable upon the exercise of the warrant granted to UICI, pro rata based on the number of shares requested to be included; (iv) fourth, the securities of holders of the Provident Shares; (v) fifth, the securities of holders of common stock issuable upon the conversion of the Series A Preferred Stock; (vi) sixth, the securities of the holders of Common Stock pursuant to the terms of the Registration Rights Agreement, dated May 7, 1999 and May 11, 1999; (vii) seventh, the securities issuable upon the exercise of warrants granted to ING Baring Furman Selz, LLC; (viii) eighth, the securities issuable upon the exercise of warrants granted to First Health Group Corp.; (ix) ninth, the securities issuable upon the exercise of warrants granted to Aetna/US Healthcare; (x) tenth, the securities issuable upon the exercise of warrants granted to Blue Cross and Blue Shield Association; (xi) eleventh, the securities of the Purchasers or their successors or assigns where such entities hold Registrable Securities; and (xii) twelfth, the other securities requested to be included therein by the other holders of the Company securities requested to be included in such registration, pro rata among the holders of such securities on the basis of the number of shares owned by each such holder. To the extent that all of the Registrable Securities requested to be included in the underwritten offering cannot be included, holders of Registrable Securities shall participate in such offering pro rata among such Purchasers, based on the number of shares of Registrable Securities each holder proposed to include. Thereupon, the Company shall, as expeditiously as possible, use its best efforts to effect the registration (on a form that may be used for the registration of the Registrable Securities) of all the Registrable Securities which the Company has been requested to so register.

(b) The Company shall not be required to effect more than two registrations pursuant to the first sentence of paragraph (a) above; provided, however, in the event of a proration pursuant to the foregoing paragraph (a) which results in Purchasers holding Registrable Securities having less than all of the requested securities being included in a current registration, then, to the extent of such unincluded Registrable Securities, the Purchasers shall receive an additional demand registration right upon the expiration of any blackout period, upon the request of the holders of 50% of the remaining Registrable Securities, and the Company shall be obligated to file an additional registration statement (which registration statement shall contain a current prospectus) relating to the Registrable Securities; and (ii) the Company shall use its best efforts to effect the registration of such Registrable Securities as promptly as practicable thereafter. In addition to the foregoing, the Company shall agree upon the first anniversary of the Company's becoming subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act to file a registration statement on Form S-3 (if then available) covering the resale from time to time of all of the remaining Registrable Securities.

(c) The Registration Expenses (as defined in Section 4) shall be paid by the Company with respect to all registrations effected pursuant to this Section.

(d) The Company may delay the filing or effectiveness of any registration statement for a period of up to 180 days after the date of a request pursuant to this Section 1 if at the time of such request to register Registrable Securities: (i) the Company is engaged or has fixed plans to engage within 30 days of the time of the request in a firm commitment underwritten public offering or (ii) the Company furnishes to the Purchaser or Purchasers requesting registration a certificate signed by senior executive officer of the Company stating that the Company is engaged in any other activity which, in the good faith determination of the Company's Board of Directors, is a material non-public event which would be adversely affected by the requested registration to the material detriment of the Company, then the Company may at its option direct that such request be delayed for a period not in excess of 120 days from the effective date of such offering or the date of commencement of such other material activity, as the case may be, provided, however, the Company may not utilize the right set forth in this clause (ii) more than once in any 12-month period.

2. Piggyback Registration.

(a) Each time that the Company proposes to register a public offering solely of its authorized but unissued Common Stock or shares held in Treasury ("Primary Shares") or other securities, other than pursuant to a Registration Statement on Form S-4 or Form S-8 or similar or successor forms (collectively, "Excluded Forms"), the Company shall promptly give written notice of such proposed registration to all holders of the Registrable Securities, which shall offer such holders the right to request inclusion of any Registrable Securities in the proposed registration statement.

(b) Each holder of the Registrable Securities shall have twenty (20) days or such longer period as shall be set forth in the notice from the receipt of such notice to deliver to the Company a written request specifying the number of shares of Common Stock such holder intends to sell and the holder's intended plan of disposition.

(c) In the event that the proposed registration by the Company is, in whole or in part, an underwritten public offering of securities of the Company, any request under Section 2(b) may specify that the Registrable Securities be included in the underwriting on the same terms and conditions as the shares of Common Stock, if any, otherwise being sold through underwriters under such registration.

(d) Upon receipt of a written request pursuant to Section 2(b), the Company shall promptly use its best efforts to cause all such Registrable Securities to be registered, to the extent required to permit sale or disposition as set forth in the written request.

(e) Notwithstanding the foregoing, if the managing underwriter of an underwritten public offering determines and advises in writing that the inclusion of all Registrable Securities proposed to be included in the underwritten public offering, together with the AOL Shares, the HPS Shares and any other issued and outstanding shares of Common Stock proposed to be included therein by holders other than the holders of Registrable Securities (such other shares hereinafter collectively referred to as the "Other Shares"), would interfere with the successful marketing of the securities proposed to be included in the underwritten public offering, then the number of such shares to be included in such underwritten public offering shall be reduced, and shares shall be excluded from such underwritten public offering in a number deemed necessary by such managing underwriter. In the event an exclusion of shares is necessary, shares shall be included in the following order: (i) first, the Primary Shares; (ii) second, the AOL Shares requested to be included in the registration pursuant to the terms of the AOL Rights Agreement to the extent entitled to registration under the AOL Rights Agreement; (iii) third, HPS Shares requested to be included pursuant to the terms of the HPS Registration Rights Agreement unless the HPS Shares are eligible for resale pursuant to Rule 144 without regard to volume limitations; (iv) fourth, the securities issued upon the conversion of the Series C Preferred Stock of holders requesting registration, the securities issued upon the conversion of Series D Preferred Stock of holders requesting registration, and the securities issued upon the exercise of the warrants granted to UICI, pro rata based on the number of shares requested to be included; (v) fifth, the securities of holders of the Provident Shares requesting registration; (vi) sixth, the securities issued upon the conversion of the Series A Preferred Stock of holders requesting registration; (vii) seventh, the securities of the holders of Common Stock requesting registration pursuant to the terms of the Registration Rights Agreements, dated May 7, 1999 and May 11, 1999; (viii) eighth, the securities issued upon the exercise of the warrants granted to ING Baring Furman Selz, LLC; (ix) ninth, the securities issued upon the exercise of the warrants granted to First Health Group Corp.; (x) tenth, the securities issued upon exercise of the warrants granted to Aetna/US Healthcare; (xi) eleventh, the securities issued upon the exercise of the warrants granted to Blue Cross and Blue Shield Association; (xii) twelfth, the securities held by the Purchasers or their successors or assigns requesting registration; (xiii) thirteenth, other shares. To the extent all of the Registrable Securities requested to be included in the underwritten public offering can not be included, holders of Registrable Securities shall participate in such offering pro rata based on the number of shares of Registrable Securities each holder proposes to include.

(f) all shares of Common Stock that are not included in the underwritten public offering shall be withheld from the market by the holders thereof for a period, not to exceed 180 days following an initial public offering and 90 days for any offering thereafter, that the managing underwriter reasonably determines as necessary in order to effect the underwritten public offering. The holders of such shares shall execute such documentation as the managing underwriter reasonably requests to evidence this lock-up.

3. Procedures. Whenever the holders of Registrable Securities have requested that any Registrable Securities be registered pursuant to this Agreement, the Company shall use its best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof; and pursuant thereto the Company shall as expeditiously as possible:

(a) prepare and file with the Securities and Exchange Commission (the "Commission") a registration statement on the appropriate form under the Securities Act, which form shall be available for the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof, and use its commercially reasonable efforts to cause such registration

statement to become effective (provided that before filing a registration statement or prospectus or any amendments or supplements thereto, the Company shall furnish to the counsel selected by the holders of a majority of the Registrable Securities covered by such registration statement copies of all such documents proposed to be filed, which documents shall be subject to the review and comment of such counsel);

(b) notify each holder of Registrable Securities of the effectiveness of each registration statement filed hereunder and prepare and file with the Commission, such amendments, post-effective amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary or appropriate to keep such registration statement effective for the period required for sale of the Registrable Securities, (provided that in no event shall the Company be obligated to keep such registration statement effective (i) if the Company is eligible to use the Form

S-3, at such time as there are no longer any Registrable Securities outstanding, and (ii) if the Company is not eligible to register on Form S-3, until such time as the Purchasers are eligible to sell all of the Registrable Securities pursuant to Rule 144 (k)), cause such prospectus as so supplemented to be filed as required under the Securities Act, and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement or supplement to the prospectus;

(c) if requested by the managing underwriter or underwriters or a holder of Registrable Securities being sold in connection with an underwritten offering, immediately incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriters and the holders of a majority in interest of the Registrable Securities being sold reasonably agree should be included therein relating to the plan of distribution with respect to such Registrable Securities, including, without limitation, information with respect to the principal amount of Registrable Securities being sold to such underwriters, the purchase price being paid therefor by such underwriters and with respect to any other terms of the underwritten (or best efforts underwritten) offering of the Registrable Securities to be sold in such offering, and make all required filings of such Prospectus supplement or post-effective amendment as soon as notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(d) furnish to each seller of Registrable Securities such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus) and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(e) use its best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions where such registration or qualification is required as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for

this subparagraph (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(f) notify each seller of such Registrable Securities, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which the prospectus included in such registration statement as then in effect, contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and, at the request of any such seller, the Company shall promptly prepare a supplement or amendment to such prospectus so that, thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact required to be stated therein or omit to state any fact necessary to make the statements therein not misleading;

(g) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed or traded, and, if not so listed or traded, to be listed on the NASD automated quotation system and, if listed on the NASD automated quotation system, use commercially reasonable efforts to secure NASDAQ authorization for such Registrable Securities and, without limiting the generality of the foregoing, to arrange for at least two market makers to register as such with respect to such Registrable Securities with the NASD;

(h) cooperate with the selling holders of Registrable Securities and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends; enable such Registrable Securities to be in such denominations and registered in such names as the selling holders or the managing underwriters, if any, may request at least ten Business Days prior to any sale of Registrable Securities; and provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(i) enter into such customary agreements (including, if there is an underwriter, underwriting agreements in customary form including, without limitation, the requirement to obtain an opinion of counsel to the Company and a "comfort letter" from the independent public accountants to the Company in the usual and customary form for such an underwritten offering);

(j) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Company that is customary, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement;

(k) cooperate, and cause the Company's officers, directors, employees and independent accountants to cooperate, with the selling holders of Registrable Securities and the managing underwriters, if any, in the sale of the

Registrable Securities and take any actions necessary to promote, facilitate or effectuate such sale;

(l) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission and make available to its security holders, as soon as reasonably practicable, an earning statement covering the period of at least twelve months, beginning with the first fiscal quarter beginning after the effective date of the registration statement, which earning statement shall satisfy the provisions of Section 11(a) of the Securities Act;

(m) in the event of the issuance of any stop order suspending the effectiveness of a registration statement, or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any common stock included in such registration statement for sale in any jurisdiction, the Company shall use its best efforts promptly to obtain the withdrawal of such order; and

(n) otherwise use its best effects to take all other steps necessary to effect the registration of the Registrable Securities.

4. Registration Expenses.

(a) All expenses incident to the Company's performance of or compliance with this Agreement, including without limitation all registration and filing fees (including, if applicable, the fees and expenses of any "qualified independent underwriter" and its counsel as may be required under the rules and regulations of the NASD), fees and expenses of compliance with securities or blue sky laws (including fees and disbursements of counsel for the underwriters or selling holders in connection with blue sky qualifications and determination of their eligibility for investment under applicable laws), printing expenses, messenger, telephone and delivery expenses, fees and disbursements of custodians, and fees and disbursements of counsel for the Company and all independent certified public accountants (including the expenses of any special audit and "cold comfort" letters required by or incident to such performance), underwriters (excluding underwriters' discounts and commissions) and other Persons retained by the Company (all such expenses being herein called "Registration Expenses"), shall be borne by the Company and the Company shall, in any event, pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance if such insurance coverage is obtained by the Company and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed or on the NASD automated quotation system.

(b) Each holder of securities included in any registration hereunder shall pay those expenses which are not Registration Expenses which are allocable to the registration of such holder's securities so included (such as the fees and disbursements of any counsel engaged by any Purchaser), and any such expenses not so allocable, such as the underwriting discount and any selling commissions shall be borne by all sellers of securities included in such registration in proportion to the aggregate selling price of the securities to be so registered.

5. Indemnification and Contribution

(a) The Company agrees to indemnify and hold harmless each holder of Registrable Securities which is included in a registration statement pursuant to Section 1 herein, its officers and directors and each Person who controls such holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses, including without limitation attorneys' fees, except as limited by Paragraph 5(c), which arise out of or are based upon: (i) any untrue or alleged untrue statement of material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, or with respect to a prospectus, necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto after the Company has furnished such holder with a sufficient number of copies of the same; and (ii) any violation by the Company of the Securities Act, the Exchange Act (as defined below), any applicable state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law. In connection with an underwritten offering, the Company shall indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the holders of Registrable Securities.

(b) In connection with any registration statement in which a holder of Registrable Securities is participating, each such holder shall furnish to the Company in writing such information and affidavits as the Company and any underwriter reasonably requests for use in connection with any such registration statement or prospectus and shall indemnify the Company, its directors and officers and each Person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses, including without limitation attorneys' fees, except as limited by Paragraph 5(c), resulting from any untrue or alleged untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such holder.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled

to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(d) If the indemnification provided for in this Section 5 is unavailable to an indemnified party under paragraphs (a) or (b) hereof in respect to any losses, claims, damages, liabilities or expenses referred to therein, then an indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Company and the holder of Registrable Securities in connection with the statements or omissions that resulted in such losses, claim, damages, liabilities or expenses. The relative fault of the Company and the holder of Registrable Securities in connection with the statements that resulted in such losses, claims, liabilities or expenses shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of material facts or the omission or alleged omission to state a material fact relates to information supplied by the Company or the holder of the Registrable Securities and the parties relative intent, knowledge, access to information and opportunity to correct such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 5(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such indemnified party in connection with investigating or, except as provided in Section 5(c), defending any such action or claim.

(e) Notwithstanding any other provision of this Section, the liability of any holder of Registrable Securities for indemnification or contribution under this Section shall be individual to each holder and shall not exceed an amount equal to the number of shares sold by such holder of Registrable Securities multiplied by the net amount per share which he receives in such underwritten offering.

(f) The indemnification and contribution provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of securities.

6. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided that no holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the

Company or the underwriters other than representations and warranties directly regarding such holder and such holder's intended method of distribution.

7. Definitions.

"NASD" means the National Association of Securities Dealers.

"Person" means any individual, corporation, partnership, limited liability company, trust, estate, association, cooperative, government or governmental entity (or any branch, subdivision or agency thereof) or any other entity.

"Registrable Securities" means (i) any of the shares of Common Stock issued in the Offering; and (ii) any other securities that subsequently may be issued or issuable with respect to such shares of Common Stock as a result of a stock split or dividend or any sale, transfer, assignment or other transaction involving such shares of the Company and any securities into which the shares of Common Stock may thereafter be changed as a result of merger, consolidation, recapitalization or other similar transaction. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when they have been distributed to the public pursuant to a offering registered under the Securities Act or eligible to be sold to the public pursuant to Rule 144(k) under the Securities Act (or any such rule then in force) or, if held by an affiliate of the Company, when all such securities of such person are eligible for resale pursuant to Rule 144 and could be sold in one transaction in accordance with the volume limitations contained in Rule 144(e)(1)(i). For purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to acquire directly or indirectly such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected.

"Securities Act" means the Securities Act of 1933, as amended.

8. Rule 144. From and after the time the Company's Common Stock is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in order to permit each Purchaser to sell the securities of the Company it holds from time to time pursuant to Rule 144 promulgated by the Commission or any successor to such rule or any other rule or regulation of the Commission that may at any time permit each Purchaser to sell its securities to the public without registration ("Resale Rules"), the Company will:

(a) comply with all rules and regulations of the Commission applicable in connection with use of the Resale Rules;

(b) make and keep adequate and current public information available, as those terms are understood and defined in the Resale Rules, at all times;

(c) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act;

(d) furnish annually to the Purchasers material containing the information required by Rule 14a-3(b) under the Exchange Act;

(e) furnish to each Purchaser promptly upon request (i) a written statement by the Company that it has complied with the reporting requirements of the Resale Rules, the Securities Act and the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and any other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing the Purchasers of any rule or regulation of the Commission which permits the selling of any shares of Common Stock holding the Purchasers without registration; and

(f) take any action (including cooperating with the Purchasers to cause the transfer agent to remove any restrictive legend on certificates evidencing the shares of Common Stock held by the Purchasers) as shall be reasonably requested by the Purchasers or which shall otherwise facilitate the sale of shares of Common Stock held by the Purchasers from time to time by the

Purchasers pursuant to the Resale Rules.

9. Rule 144A Information. Until such time as the Company is subject to Section 13 or 15(d) of the Exchange Act, the Company will make available, upon request, to the Purchasers and prospective purchaser or transferee of Registrable Securities designated by the Purchasers, the information required to allow the resale or other transfer of Registrable Securities pursuant to Rule 144A promulgated by the Commission under the Securities Act to enable resales and other transfers of the Registrable Securities to be made pursuant to such Rule 144A.

10. Miscellaneous.

(a) No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Agreement, or grant to any person any registration rights, ("New Registration Rights") with respect to securities of the Company if such New Registration Rights are, in the reasonable opinion of the Purchasers, superior in any fashion to the registration rights granted to the Purchasers pursuant to this Agreement, unless the holders of a majority of the Registrable Securities then outstanding consent in writing to such Registration Rights or such other inconsistent agreement, provided however this limitation shall not apply to any registration rights currently outstanding or which the Company is legally obligated to grant as of the date hereof.

(b) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Company and holders of a majority of the Registrable Securities.

(c) Successors and Assigns. All covenants and agreements in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not. In addition, whether or not any express assignment has been made, the provisions of this Agreement which are for the benefit of purchasers or holders of the Registrable Securities are also for the benefit of,

and enforceable by, any subsequent holder of the Registrable Securities. A person is deemed to be a holder of the Registrable Securities whenever such person is the registered holder of the Registrable Securities. Upon the transfer of any Registrable Securities, the transferring holder of the Registrable Securities shall cause the transferee to execute and deliver to the Company a counterpart of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(e) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

(f) Descriptive Heading. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(g) Governing Law. The corporate law of Pennsylvania shall govern all issues and questions concerning the relative rights of the Company and its shareholders. All issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions (whether of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Pennsylvania.

(h) Notices. Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be received when personally delivered or sent by overnight courier or registered mail, return receipt requested, addressed (i) if to the Company, at HealthAxis.com, Inc., 2500 DeKalb Pike, Norristown, Pennsylvania 19404-0511, Attention: President and to Blank Rome Comisky & McCauley LLP, 1 Logan Square, Philadelphia, Pennsylvania 19103, Attn: Barry H. Genkin, Esquire; and (ii) if to any Purchaser, to the address set forth on Schedule I hereto and to Akin, Gump, Strauss, Hauer & Feld, L.L.P., 590 Madison Avenue, New York, New York 10022, Attn: James Kaye, Esq. (or at such other address as each party furnishes by notice given in accordance with this Section 10).

SIGNATURE PAGE TO HEALTHAXIS.COM, INC.
REGISTRATION RIGHTS AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this Registration Rights Agreement this sixth day of December, 1999.

HEALTHAXIS.COM, INC.

By: /s/ Michael Ashker

Name: Michael Ashker
Title: President and Chief Executive Officer

PROVIDENT AMERICAN CORPORATION

By: /s/ Francis L. Gillan III

Name: Francis L. Gillan III
Title: Chief Financial Officer and Treasurer

BROWN SIMPSON STRATEGIC GROWTH FUND, LTD.

By: Brown Simpson Asset Management, LLC

By: ____
Name:
Title:

BROWN SIMPSON STRATEGIC GROWTH FUND, L.P.

By: Brown Simpson Capital, LLC,
its general partner

By: ____
Name:
Title:

BROWN SIMPSON - ORD INVESTMENTS LC

By: ____
Name:
Title:

LB I GROUP INC.

By: /s/ Steven Berkenfeld

Name: Steven Berkenfeld
Title: Senior Vice President

ROYAL BANK OF CANADA

By: its Agent
RBC Dominion Securities

By: /s/ Mark A. Standish
Name: Mark A. Standish
Title: Managing Director

By: /s/ Roger A. Blissett
Name: Roger A. Blissett
Title: Vice President, Deputy General Counsel

VAUBAN INVESTISSMENT SA

By: ____
Name:
Title:

SENECA CAPITAL, L.P.

By: Seneca Capital Advisors, LLC, its general partner

By: /s/ Doug Hirsch

Name: Doug Hirsch
Title: Managing Partner

SENECA CAPITAL INTERNATIONAL, LTD.

By: /s/ Doug Hirsch

Name: Doug Hirsch
Title: Managing Partner

GOOD FAMILY LLC

By: /s/ Daniel J. Good

Name: Daniel J. Good
Title: Manager

EUROPA INTERNATIONAL INCORPORATED

By: Knoll Capital Management,
its investment manager

By: ____
Name:
Title:

ROBERT CAPITAL MANAGEMENT, LLC

By: ____
Name:
Title:

THE RAPTOR GLOBAL PORTOLIO LIMITED

By: Tudor Investment Corporation

By: /s/ William T. Flaherty

Name: William T. Flaherty
Title: Vice President

ALTAR ROCK FUND L.P.

By: Tudor Investment Corporation

By: /s/ William T. Flaherty

Name: William T. Flaherty
Title: Vice President

MKB INVESTMENT PARTNERS

By: /s/ William Kaye

Name: William Kaye
Title: Partner

/s/ Steven Weinstein

Steven Weinstein

Matthew C. Brown

/s/ James R. Simpson

James R. Simpson

Mitchell D. Kaye

Evan M. Levine

/s/ Stephen M. Peck

Stephen M. Peck

/s/ Peter S. Darling

Peter S. Darling

/s/ Steven McGrath

Steven McGrath

Fordham Follies L.L.C.

By: ____
Name:
Title:

SCHEDULE I

Purchasers:	Amount of Registrable Securities
Provident American Corporation 2500 Dekalb Pike Norristown, PA 19404 Attn: President Fax: (610) 279-4498	133,333
Brown Simpson Strategic Growth Fund, L.P. 152 West 57th Street, 40th Floor New York, New York 10029 Attn: Evan Levine Fax: (212) 247-1329	466,667
Brown Simpson Strategic Growth Fund, Ltd. 152 West 57th Street, 40th Floor New York, New York 10019 Attn: Paul Fustus Fax: (212) 247-1329	333,333
Brown Simpson - ORD Investment LLC c/o OTA Limited Partnership 1 Manhattanville Road Purchase, New York 10577 Attn: Vinny DiGeso Fax: (914) 694-6342	66,667
LBI Group Inc. c/o Lehman Brothers, Inc. 3 World Financial Center New York, New York 10285 Attn: Steve Weinstein Fax: (212) 526-2198	766,667
Royal Bank of Canada by its Agent RBC Dominion Securities One Liberty Plaza - 2nd Floor 165 Broadway New York, New York 10006-1404 U.S.A. Attn: Vice President, Global Middle Office Fax: (212) 858-7439	800,000
Vauban Investissement SA	66,667

Vauban Investissement SA
Caracasbaaiweg 199
P.O. Box 6050
Curacao, Netherlands Antilles

Seneca Capital L.P. c/o Seneca Capital Advisors, LLC 830 Third Avenue, 14th Floor New York, New York 10022 Telephone: (212) 371-1300 Facsimile: (212) 758-6060 Attention: Mr. Doug Hirsch	104,820
Seneca Capital International, Ltd., to: c/o Seneca Capital Advisors, LLC 830 Third Avenue, 14th Floor New York, New York 10022 Telephone: (212) 371-1300 Facsimile: (212) 758-6060 Attention: Mr. Doug Hirsch	128,513
Good Family LLC 1211 Lake Road Lake Forest, IL Telephone: Facsimile: Attention: Dan Good	133,333
Europa International Incorporated c/o Knoll Capital Management, L.P. 200 Park Avenue, Suite 3900 New York, New York 10166 Telephone: (212) 808-7474 Facsimile: (212) 808-7475 Attn: Fred Knoll	133,333
Robert Capital Management, LLC 610 5th Avenue, 7th Floor New York, New York 10020 Telephone: (212) 218-8870 Facsimile: (212) Attn: Steven Robert	46,667
The Raptor Global Portfolio Limited c/o Tudor Investment Corporation 40 Rowes Wharf, 2nd Floor Boston, MA 02110 Telephone: (617) 772-4600 Facsimile: (617) 737-9280	464,800

Attention: William Flaherty

Altar Rock Fund L.P. c/o Tudor Investment Corporation 40 Rowes Wharf, 2nd Floor Boston, MA 02110 Telephone: (617) 772-4600 Facsimile: (617) 737-9280 Attention: William Flaherty	1,867
Steven Weinstein c/o Lehman Brothers, Inc. 3 World Financial Center New York, New York 10285 Telephone: (212) 526-6957 Facsimile: (212) 526-2199 Attention: Steve Weinstein	16,667
Matthew C. Brown 152 West 57th Street, 40th Floor New York, New York 10029 Attn: Evan Levine Fax: (212) 247-1329	6,667
James R. Simpson 152 West 57th Street, 40th Floor New York, New York 10029 Attn: Evan Levine Fax: (212) 247-1329	16,667
Mitchell D. Kaye 152 West 57th Street, 40th Floor New York, New York 10029 Attn: Evan Levine Fax: (212) 247-1329	16,667
Evan M. Levine 152 West 57th Street, 40th Floor New York, New York 10029 Attn: Evan Levine Fax: (212) 247-1329	16,667
MKB Investments Partners c/o M.R. Weiser & Co. LLP 135 West 50th Street, 12th Floor New York, New York 10020-1299 Telephone: (212) 641-4700 Facsimile: (212) 641-6888 Attn: Sidney Margenbesser	33,333

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AGREEMENT AND
PLAN OF MERGER

between

PROVIDENT AMERICAN CORPORATION,
HEALTHAXIS.COM, INC.,
UICI

and
INSURDATA INCORPORATED

dated as of December 6, 1999

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 6, 1999 (the "Agreement"), is made and entered into by and among Provident American Corporation, a Pennsylvania corporation ("Provident"), HealthAxis.com, Inc., a Pennsylvania corporation ("HealthAxis"), UICI, a Delaware corporation ("UICI"), and Insurdata Incorporated, a Texas corporation and a wholly-owned subsidiary of UICI ("Insurdata"). Provident, HealthAxis, UICI and Insurdata are, at times, each referred to herein as a "Party" and collectively as the "Parties". HealthAxis and Insurdata are, at times, each referred to herein as a "Merger

Party" and collectively as the "Merger Parties".

WHEREAS, the respective Boards of Directors of the Merger Parties have determined that the merger of Insurdata with and into HealthAxis (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement, would be fair to and in the best interests of their respective shareholders, and such Boards of Directors have approved the Merger, pursuant to which each share of common stock, no par value, of Insurdata (the "Insurdata Common Stock") issued and outstanding immediately prior to the Effective Time (as defined in Section 1.3) will be converted into, subject to the terms hereof, the right to receive the Merger Consideration (as defined in Section 2.1(b));

WHEREAS, the respective Boards of Directors of Provident and UICI have approved the execution of this Agreement (including all agreements attached as Exhibits to this Agreement) by each such Party, upon the terms and subject to the conditions set forth herein, as being in the best interests of their respective shareholders;

WHEREAS, Provident and UICI have determined that it is advisable and in their respective best interests to pool the complimentary resources and capabilities of Insurdata and HealthAxis and therefore propose to form a joint venture to combine these capabilities and resources;

WHEREAS, the Parties desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger; and

WHEREAS, it is intended that the Merger constitute a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement shall constitute a "plan of reorganization" for purposes of the Code.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Texas Business Corporation Act ("TBCA") and Pennsylvania Business Corporation Law ("PBCL"), Insurdata shall be merged with and into HealthAxis, and the separate corporate existence of Insurdata shall cease and HealthAxis shall continue as the surviving corporation (HealthAxis is sometimes hereinafter referred to as the "Surviving Corporation"). The name of the Surviving Corporation shall be HealthAxis.com, Inc.

1.2 Closing. Unless this Agreement shall have been terminated and the transactions herein contemplated shall have been abandoned pursuant to Section 7.1, and subject to the satisfaction or waiver of the conditions set forth in Article VI, the closing of the Merger (the "Closing") shall take place at 10:00 a.m., Chicago, Illinois time, on January 5, 2000 or, if later, the second business day after satisfaction and/or waiver of all of the conditions set forth in Article VI (the "Closing Date"), at the offices of Mayer, Brown & Platt, 190 South LaSalle Street, Chicago, Illinois 60603, unless another date, time or place is agreed to in writing by the Parties hereto.

1.3 Effective Time. Subject to the provisions of this Agreement, the Merger Parties hereto shall cause the Merger to be consummated by filing articles of merger (the "Articles of Merger") with the Secretary of State of the State of Texas, as provided in the TBCA, and the Department of State of the Commonwealth of Pennsylvania, as provided in PBCL, as soon as practicable on or after the Closing Date. The Merger shall become effective upon the acceptance for record of such filings or at such time thereafter as is provided in the Articles of Merger (the "Effective Time").

1.4 Effects of the Merger. The Merger shall have the effects as set forth in the applicable provisions of the TBCA and PBCL and as provided in this Agreement, including the matters set forth in this Section 1.4. Without limiting the generality of the foregoing and subject thereto, at the Effective Time all the property, rights, privileges, immunities, powers and franchises of HealthAxis and Insurdata shall vest in the Surviving Corporation, and all debts, liabilities, obligations, and duties of HealthAxis and Insurdata shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

(a) The Amended and Restated Articles of Incorporation of HealthAxis shall be further amended and restated at the Effective Time to read in the form of Amended and Restated Articles of Incorporation set forth in Exhibit A attached hereto and such further Amended and Restated Articles of Incorporation shall be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the terms thereof and the PBCL.

(b) The Amended and Restated Bylaws of HealthAxis shall be further amended and restated at the Effective Time to read in the form of the Amended and Restated Bylaws set forth in Exhibit B attached hereto and such further Amended and Restated Bylaws shall be the Bylaws of the Surviving Corporation until thereafter amended as provided by applicable law, the Surviving Corporation's Articles of Incorporation or the Bylaws.

(c) The persons set forth on Schedule 1 of this Agreement shall be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

(d) The persons set forth on Schedule 2 of this Agreement shall be the officers of the Surviving Corporation holding the offices set forth opposite their names until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

ARTICLE II
EFFECT OF THE MERGER ON THE CAPITAL STOCK OF
THE MERGER PARTIES; MERGER CONSIDERATION;
EXCHANGE OF CERTIFICATES; OPTIONS

2.1 Effect of the Merger on Capital Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of the holders of any shares of Insurdata Common Stock or the holders of any shares of common stock, no par value per share, of HealthAxis ("HealthAxis Common Stock"):

(a) Capital Stock of HealthAxis. Each share of HealthAxis Common Stock, and each share of HealthAxis Preferred Stock (as defined in Section 3.2(b)), issued and outstanding immediately prior to the Effective Time shall not be converted or otherwise affected by the Merger and shall remain outstanding after the Merger.

(b) Capital Stock of Insurdata. Subject to Section 2.2, at the Effective Time each issued and outstanding share of Insurdata Common Stock shall be converted into (as adjusted pursuant to this Article II) the right to receive 1.33 (the "Exchange Ratio") share of the HealthAxis Common Stock (the "Merger Consideration") upon surrender of the stock certificates representing the Insurdata Common Stock pursuant to this Article II. No fractional shares of HealthAxis shall be issued as a result of the Merger. In lieu of the issuance of fractional shares, cash adjustments will be paid to the former holders of Insurdata Common Stock in respect of any fraction of a shares of HealthAxis which

would otherwise be issuable under this Agreement. Such cash adjustment shall be equal to an amount determined by multiplying such fraction by $15.00.

(c) Cancellation and Retirement of Insurdata Common Stock. As a result of the Merger and without any action on the part of the holders thereof, at the Effective Time, all shares of Insurdata Common Stock shall cease to be outstanding and shall be canceled and retired and shall cease to exist, and each holder of such shares of Insurdata Common Stock shall thereafter cease to have any rights with respect to such shares of Insurdata Common Stock, except the right to receive, without interest, the Merger Consideration, plus cash in lieu of fractional shares, if any, in accordance with Section 2.1(b) upon the surrender of a certificate representing such shares of Insurdata Common Stock (an "Insurdata Certificate").

(d) No Further Ownership Rights in Insurdata. From and after the Effective Time, each holder of an Insurdata Certificate immediately prior to the Effective Time shall, upon surrender of such Insurdata Certificate for cancellation to the Exchange Agent (as defined herein), together with the Letter of Transmittal, duly executed, and such other documents as the Surviving Corporation or the Exchange Agent shall reasonably request, be entitled to receive in exchange therefor a certificate from HealthAxis, as the Surviving Corporation, representing that number of shares of HealthAxis Common Stock (a "HealthAxis Certificate"), plus cash in lieu of fractional shares, if any, which such holder has the right to receive pursuant to this Article II (in each case less the amount of any required withholding taxes), and the Insurdata Certificate so surrendered shall forthwith be canceled. Until surrendered as contemplated by this Section 2.1(d), each Insurdata Certificate shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration, plus cash in lieu of fractional shares, if any, with respect to the shares of Insurdata Common Stock formerly represented thereby. If any HealthAxis Certificate to be issued in the Merger is to be issued in a name other than that in which the certificate in exchange therefor is registered, it shall be a condition of such issuance that the person requesting such issuance shall pay any transfer or other tax required by reason of the issuance of HealthAxis Certificates in a name other than that of the registered holder of the certificate surrendered, or shall establish to the satisfaction of the Surviving Corporation or its agent that such tax has been paid or is not applicable.

2.2 Dividends, Etc.

(a) Dividends on HealthAxis Common Stock. Notwithstanding any other provisions of this Agreement, no dividends or other distributions declared after the Effective Time on HealthAxis Common Stock shall be paid with respect to any shares of Insurdata Common Stock represented by an Insurdata Certificate, until such Insurdata Certificate is surrendered for exchange as provided herein. Subject to the effect of applicable laws, following surrender of any such Insurdata Certificate, there shall be paid

to the holder of HealthAxis Certificates issued in exchange therefor, without interest, (i) at the time of such surrender, the amount of dividends or other distributions, if any, with a record date after the Effective Time theretofore payable with respect to such whole shares of HealthAxis Common Stock and not paid, less the amount of any withholding taxes that may be required thereon, and (ii) at the appropriate payment date, the amount of dividends or other distributions, if any, with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole shares of HealthAxis Common Stock, less the amount of any withholding taxes that may be required thereon.

(b) No Transfers; Closing of Stock Transfer Book. At or after the Effective Time, there shall be no transfer on the stock transfer books of Insurdata of the shares of Insurdata Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates representing any such shares are presented to the Surviving Corporation, they shall be canceled and exchanged for the Merger Consideration, plus cash in lieu of fractional shares, if any, deliverable in respect thereof pursuant to this Agreement.

(c) Lost, Stolen or Destroyed Certificates. In the event that any Insurdata Certificate shall have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming such Insurdata Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such person of a bond in such reasonable amount as the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such Insurdata Certificate, the Exchange Agent shall issue in exchange for such lost, stolen or destroyed Insurdata Certificate the Merger Consideration, plus cash in lieu of fractional shares, if any, and unpaid dividends and distributions on shares of HealthAxis Common Stock, if any, as provided in this Section 2.2(c), deliverable in respect thereof pursuant to this Agreement.

(d) Change in HealthAxis Common Stock.

(i) In the event of any change in HealthAxis Common Stock between the date of this Agreement and the Effective Time by reason of any stock split, stock dividend, subdivision, reclassification, combination, exchange of HealthAxis Common Stock or the like, the Merger Consideration and other terms set forth in this Agreement shall be appropriately adjusted.

(ii) The pricing terms set forth herein are based on the information disclosed in Section 3.2(b) hereof. If the number of such shares and share equivalents outstanding is greater than the foregoing, the Merger Consideration and other terms set forth in this Agreement shall be appropriately adjusted.

2.3 Stock Options. At the Effective Time, each stock option (all options issued pursuant to the Insurdata Stock Option Plans are referred to herein, collectively, as the "Insurdata Options" and, individually, as an "Insurdata Option") issued and outstanding under the Insurdata Incorporated 1999 Stock Option Plan, and any other plan or program maintained by Insurdata under which Options have been granted, as listed on Section 3.1(b) of the Insurdata Disclosure Schedule (the "Insurdata Stock Option Plans") shall be converted into an option to purchase shares of HealthAxis Common Stock, as provided below. Following the Effective Time, each such Insurdata Option shall be exercisable upon the same terms and conditions as then are applicable to such Insurdata Option, except that (i) each such Insurdata Option shall be exercisable for that number of shares (rounding down to the nearest whole share, with cash being payable for any fraction of a share) of HealthAxis Common Stock equal to the product of (x) the number of shares of Insurdata Common Stock for which such Insurdata Option was exercisable immediately prior to the Effective Time and (y) the Exchange Ratio and (ii) the exercise price of such Insurdata Option shall be equal to the quotient (rounded up to the nearest one hundredth) obtained by dividing the exercise price per share of such Insurdata Option by the Exchange Ratio. Following the Effective Time, any restriction on the exercise of any Insurdata Option shall continue in full force and effect and the term, exercisability, vesting schedule and other provisions of such Insurdata Option (except as set forth in this Section 2.3) shall remain unchanged. From and after the date of this Agreement, no additional options to purchase shares of Insurdata Common Stock shall be granted under the Insurdata Stock Option Plans or otherwise. Except as otherwise agreed to by the Parties, no person shall have any right under any stock option plan (or any option granted thereunder) or other plan, program or arrangement of Insurdata with respect to, including any right to acquire, equity securities of Insurdata following the Effective Time. At or as soon as practicable after the Effective Time, HealthAxis, as the Surviving Corporation, shall issue to each holder of an Insurdata Option that is converted into an option to purchase shares of HealthAxis Common Stock a statement that accurately reflects the number of shares of HealthAxis Common Stock for which the Insurdata Option is exercisable and the exercise price of the Insurdata Option as contemplated by this Section 2.3. HealthAxis shall take all corporate actions necessary to reserve for issuance such number of shares of HealthAxis Common Stock as will be necessary to satisfy exercises in full of all Surviving Corporation Insurdata Options after the Effective Time.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Insurdata. Except as disclosed in the disclosure memorandum delivered by Insurdata (the "Insurdata Disclosure

Memorandum") at or prior to the date of this Agreement (it being understood that each section of the Insurdata Disclosure Memorandum shall list all items applicable to such section, although the inadvertent omission of an item from one section shall not be deemed to be a breach of this Agreement if such item and an explanation of the nature of such item is clearly disclosed in another section of

the Insurdata Disclosure Memorandum), Insurdata represents and warrants to HealthAxis and Provident as follows:

(a) Organization, Standing and Power. Insurdata is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted and is duly qualified or licensed to do business as a foreign corporation and in good standing to conduct business in each jurisdiction in which the business it is conducting, or the operation, ownership or leasing of its properties, makes such qualification or license necessary, other than such jurisdictions where the failure so to qualify or become so licensed would not individually or in the aggregate have a Material Adverse Effect on Insurdata. Insurdata has heretofore made available to HealthAxis complete and correct copies of its Articles of Incorporation and Bylaws, both as currently in effect as of the date of this Agreement. As used in this Agreement, a "Material Adverse Effect" shall mean, with respect to any specified Party to this Agreement, any event, change, condition, fact or effect which has or could reasonably be expected to have a material adverse effect on (i) the business, results of operations, or financial condition of such Party and its Subsidiaries taken as a whole or (ii) the ability of such Party to consummate the transactions contemplated by this Agreement. As used in this Agreement, the word "Subsidiary," with respect to any Party to this Agreement, means any corporation, partnership, joint venture or other organization, whether incorporated or unincorporated, of which: (i) such Party or any other Subsidiary of such Party is a general partner; (ii) voting power to elect a majority of the Board of Directors or others performing similar functions with respect to such corporation, partnership, joint venture, limited liability company or other organization is held by such Party or by any one or more of its Subsidiaries, or by such Party and any one or more of its Subsidiaries; or (iii) at least 10% of the equity, other securities or other interests is, directly or indirectly, owned or controlled by such Party or by any one or more of its Subsidiaries or by such Party and any one or more of its Subsidiaries. For purposes of this Agreement, the term "knowledge" when used with respect to a Party means that neither such Party, nor, if such Party is not an individual, any of its officers or general partners, have any actual knowledge, implied knowledge or belief that the statement made is incorrect. For this purpose, "implied knowledge" means all information available in the books, records and files of the Party and all information that any of the officers or senior managers of the Party should have known in the course of operating and managing the business and affairs of the Party.

(b) Capital Structure. As of the date of this Agreement, the authorized capital stock of Insurdata consists of 50,000,000 shares of Insurdata Common Stock. As of the date of this Agreement: (i) 16,396,667 shares of Insurdata Common Stock were issued and outstanding; and (ii) no shares of Insurdata Common Stock were held in treasury. All outstanding shares of Insurdata Common Stock are validly issued, fully paid and

nonassessable and are not subject to preemptive or other similar rights. As of the date of this Agreement, (i) 321,000 shares of Insurdata Common Stock are subject to issuance pursuant to the exercise of Insurdata Options (of which 18,750 shares of Insurdata Common Stock are subject to vested options and of which 25,000 have been committed for grant to an employee scheduled to commence employment on December 15, 1999) and (ii) 2,179,000 shares of Insurdata Common Stock are reserved for future grants of options pursuant to Insurdata Option Plans. Section 3.1(b) of the Insurdata Disclosure Memorandum sets forth the following information with respect to each Insurdata Option outstanding as of the date hereof: (i) the particular plan pursuant to which such Insurdata Option was granted; (ii) the name of the optionee; (iii) the number of shares of Insurdata Common Stock subject to such Insurdata Option; (iv) the exercise price of such Insurdata Option; (v) the date on which such Insurdata Option was granted; and (vi) the date on which such Insurdata Option Expires. Insurdata has delivered to HealthAxis accurate and complete copies of the Insurdata Stock Option Plans and the stock option agreements evidencing all Insurdata Options granted under the Insurdata Stock Option Plans. Set forth in Section 3.1(b) of the Insurdata Disclosure Memorandum is a true and complete list of the following: (i) each grant of shares of Insurdata Common Stock to employees which are subject to any risk of forfeiture ("Restricted Share Grants") and a total thereof, and (ii) any obligation of Insurdata to issue shares of Insurdata Common Stock as a result of the transactions contemplated hereby ("Change in Control Share Grants") and a total thereof. There are no bonds, debentures, notes or other indebtedness of Insurdata, or assets of any other entities convertible into, or exchangeable for, securities of Insurdata except as provided in this Section 3.1(b) or Section 3.1(b) of the Insurdata Disclosure Memorandum. Except as set forth in this Section 3.1(b) or in Section 3.1(b) of the Insurdata Disclosure Memorandum, there are no outstanding securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which Insurdata or any Insurdata Subsidiary is a party or by which such entity is bound, obligating Insurdata or any Insurdata Subsidiary to issue, deliver or sell, or cause to be issued, delivered, or sold, additional shares of capital stock, securities or other ownership interests of Insurdata or any Insurdata Subsidiary or obligating Insurdata or any Insurdata Subsidiary to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking or obligating Insurdata or any Insurdata Subsidiary to repurchase, redeem or otherwise acquire any outstanding shares of capital stock, securities or other ownership interests of Insurdata or any Insurdata Subsidiary. Except as set forth in Section 3.1(b) of the Insurdata Disclosure Memorandum, there are no commitments, agreements, arrangements or undertakings of any kind to which Insurdata or any Insurdata Subsidiary is party, or by which such entity is bound, obligating Insurdata or any Insurdata Subsidiary to make any equity or similar investment in, or capital contribution to, any Person.

(c) Subsidiaries; Investments. Section 3.1(c) of the Insurdata Disclosure Memorandum sets forth for Insurdata and each Subsidiary of Insurdata, its exact legal

name, the jurisdiction of its incorporation or organization, its federal employer identification number, its address, telephone number and facsimile number, its directors and officers, and all fictitious, assumed or other names of any type that are registered or used by it or under which it has done business at any time since such company's date of incorporation. Except as set forth in Section 3.1(c) of the Insurdata Disclosure Memorandum, each Subsidiary is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has the power and authority and all necessary government approvals to own, lease and operate its properties and to carry on its business as now being conducted. Each Subsidiary of Insurdata is duly qualified or licensed and in good standing to do business in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary. Insurdata has heretofore made available to HealthAxis complete and correct copies of the articles of incorporation (or other organizational documents) and bylaws (each as amended) of each of its Subsidiaries. Section 3.1(c) of the Insurdata Disclosure Memorandum sets forth, as to each Subsidiary of Insurdata, its authorized capital stock and the number of issued and outstanding shares of capital stock (or similar information with respect to any Subsidiary not organized as a corporate entity) and each owner thereof. All outstanding shares of the capital stock of the Subsidiaries of Insurdata are validly issued, fully paid and nonassessable and are not subject to preemptive or other similar rights. Except as set forth on Section 3.1(c) of the Insurdata Disclosure Memorandum, Insurdata is the sole record and beneficial owner of all of the shares of capital stock or other ownership interests of each Insurdata Subsidiary.

(d) Authority; No Violations; Consents and Approvals.

(i) Insurdata has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Insurdata. This Agreement has been duly executed and delivered by Insurdata and, assuming that this Agreement constitutes the valid and binding agreement of HealthAxis, Provident and UICI, constitutes a valid and binding obligation of the Insurdata enforceable in accordance with its terms and conditions except that the enforcement hereof may be limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors' rights generally, (B) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and (C) any ruling or action of any Governmental Entity as set forth in Section 3.1(d)(iii).

(ii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Insurdata will not conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration (including pursuant to any put right) of any obligation or the loss of a material benefit under, or the creation of a Lien (as defined in Section 3.1(s)) on assets or property, or right of first refusal with respect to any asset or property or change any other rights, benefits, liabilities or obligations (any such conflict, violation, default, right of termination, cancellation or acceleration, loss, creation or right of first refusal, or change, a "Violation"), pursuant to, (A) any provision of the Articles of Incorporation or Bylaws of Insurdata or the comparable documents of any of its Subsidiaries or (B) except as to which requisite waivers or consents have been obtained as specifically identified in Section 3.1(d) of the Insurdata Disclosure Memorandum and assuming the consents, approvals, authorizations or permits and filings or notifications referred to in paragraph (iii) of this Section 3.1(d) are duly and timely obtained or made, any loan or credit agreement, note, mortgage, deed of trust, indenture, lease, or any other agreement, obligation, instrument, concession or license or any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Insurdata, or any of its properties or assets, except, in the case of clause (B), for such Violations which would not individually or in the aggregate have a Material Adverse Effect on Insurdata.

(iii) No consent, approval, order or authorization of, or registration, declaration or filing with, notice to, or permit from any court, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign (a "Governmental Entity"), is required by or with respect to Insurdata or any of its Subsidiaries in connection with the execution and delivery of this Agreement by Insurdata or the consummation by Insurdata of the transactions contemplated hereby, except for: (A) the filing of a pre-merger notification and report form under the Hart- Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the expiration or termination of the applicable waiting period thereunder; (B) the filing of the Articles of Merger with the Secretary of State of the State of Texas and the Department of State of the Commonwealth of Pennsylvania; (C) such filings as may be required by applicable federal or state securities laws, and (D) where the failure to obtain, give or make any consent, approval, order, or authorization of, or registration, declaration or filing with, notice to, or permit from a Government Entity would not have a Material Adverse Effect on

Insurdata.

(e) Government Filings. Insurdata has made available to HealthAxis a true and complete copy of each report or schedule filed by Insurdata with any Governmental Entity.

(f) Information Supplied. None of the information supplied or to be supplied by Insurdata to HealthAxis and Provident contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The books of account and other financial records of Insurdata and its Subsidiaries have been maintained in form and substance adequate for preparing audited financial statements in accordance with generally accepted accounting principles ("GAAP").

(g) Compliance with Applicable Laws.

(i) Except as disclosed in Section 3.1(g) of the Insurdata Disclosure Memorandum, the business of Insurdata and each of its Subsidiaries is being conducted in compliance in all material respects with all applicable laws, including, without limitation, all insurance laws, ordinances, rules and regulations, decrees and orders of any Governmental Entity, and all notices, reports, documents and other information required to be filed thereunder within the last three years were properly filed and were in compliance in all material respects with such laws.

(ii) Insurdata and each of its Subsidiaries owns or validly holds all licenses, franchises, permits, approvals, authorizations, exemptions, classifications, registrations, rights and similar documents ("Licenses") which are necessary for it to own, lease or operate its properties and assets and to conduct its business as now conducted, except for such Licenses the failure to hold which would not individually or in the aggregate have a Material Adverse Effect on Insurdata. The business of Insurdata and each of its Subsidiaries has been and is being conducted in compliance in all material respects with all such Licenses. All such Licenses are in full force and effect, and there is no proceeding or investigation pending or, to the knowledge of Insurdata, threatened which would reasonably be expected to lead to the revocation, amendment, failure to renew, limitation, suspension or restriction of any such License.

(h) Absence of Certain Changes or Events. Since September 30, 1999, there has not been, occurred, or arisen any change, any event (including without limitation any damage, destruction, or loss whether or not covered by insurance), condition, or state of facts of any character with respect to the business or financial condition of Insurdata or any of its Subsidiaries, except (i) as disclosed in Section 3.1(h) of the Insurdata Disclosure Memorandum, and (ii) for events in the ordinary course of business consistent with past practice that would not, individually or in the aggregate, result in a Material Adverse Effect on Insurdata.

(i) Financial Statements; No Material Undisclosed Liabilities. The consolidated financial statements of Insurdata for the year ended December 31, 1998 and

for the nine months ended September 30, 1999 have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as indicated in the notes thereto) and, except as set forth on Schedule 3.1(i) of the Insurdata Disclosure Memorandum, fairly present, in accordance with the applicable requirements of GAAP, the consolidated financial position of its subsidiaries, as of the dates thereof and the consolidated results of operations and cash flows for the periods then ended (subject, in the case of unaudited statement, to normal year-end audit adjustments). Insurdata has no subsidiaries which are not consolidated for accounting purposes. Except as reflected in Section 3.1(i) of the Insurdata Disclosure Memorandum, since September 30, 1999, neither Insurdata nor any of its Subsidiaries has incurred any liabilities, absolute, accrued, contingent or otherwise, whether due or to become due (and there is no basis for such liabilities) except: (i) liabilities arising in the ordinary course of business consistent with past practice, which individually or in the aggregate would not have a Material Adverse Effect on Insurdata; or (ii) other liabilities which, individually or in the aggregate, together with those liabilities referenced in subparagraph (i), would not have a Material Adverse Effect on Insurdata.

(j) Litigation. Except as set forth in Section 3.1(j) of the Insurdata Disclosure Memorandum (A) there is no suit, action, investigation, arbitration or proceeding pending or, to the knowledge of Insurdata, threatened against or affecting Insurdata or any of its Subsidiaries, at law or in equity, before any person and (B) there is no writ judgment, decree, injunction, rule or similar order of any Governmental Entity or arbitrator outstanding against Insurdata or any of its Subsidiaries.

(k) Taxes. Except as set forth in Section 3.1(k) of the Insurdata Disclosure Memorandum:

(i) Insurdata and each of its Subsidiaries has (x) duly and timely filed (or there have been filed on their behalf) with the appropriate taxing authorities all Tax Returns required to be filed by them, and all such Tax Returns are true, correct and complete in all material respects and (y) timely paid or there have been paid on their behalf all Taxes shown to be due on such Returns.

(ii) Each of Insurdata and its Subsidiaries has properly accrued on its respective financial statements all Taxes due for which Insurdata or its Subsidiaries may be liable, whether or not shown on any Tax Return as being due (including by reason of being a member of an affiliated group or as a transferee of the assets of, or successor to, any corporation, person, association, partnership, joint venture or other entity). Each of Insurdata and its Subsidiaries has established (and until the Closing Date shall continue to establish and maintain) on its books and records reserves that are adequate for the payment of all Taxes not yet due and payable.

(iii) Each of Insurdata and its Subsidiaries has complied in all material respects with all applicable laws, rules and regulations relating to the payment and withholding of Taxes, including Taxes required to have been withheld in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party and sales, gross receipts and use taxes, and has, within the time and manner prescribed by law, withheld and paid over to the proper governmental authorities all amounts required to be withheld and paid over under all applicable laws, or such amounts are held in separate bank accounts for such purpose.

(iv) There are no Liens for Taxes upon the assets or properties of Insurdata or any of its Subsidiaries except for statutory liens for current Taxes not yet due.

(v) Neither Insurdata nor any of its Subsidiaries has requested any extension of time nor has any such extension been requested on its behalf within which to file any Tax Return in respect of any taxable year which has not since been filed.

(vi) Based upon Insurdata's knowledge, no federal, state, local or foreign audits or other administrative proceedings or court proceedings ("Audits") exist with regard to any Taxes or Tax Returns of Insurdata or any of its Subsidiaries and there has not been received any written notice that such an Audit is pending or threatened with respect to any Taxes due from or with respect to Insurdata or any of its Subsidiaries or any Tax Return filed by or with respect to Insurdata or any of its Subsidiaries. No material issues have been raised in any examination by any taxing authority with respect to the businesses and operations or Insurdata or its Subsidiaries which (i) reasonably could be expected to result in an adjustment to the liability for Taxes for such period examined or (ii), by application of similar principles, reasonably could be expected to result in an adjustment to the liability for Taxes for any other period not so examined.

(vii) None of Insurdata and its Subsidiaries is a party to any Tax allocation or sharing agreement. None of Insurdata and its Subsidiaries (A) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was UICI) or (B) has any liability for the Taxes of any other party (other than any of Insurdata and its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

For purposes of this Agreement, (i) "Taxes" (including, with correlative meaning, the term "Tax") shall mean all taxes, charges, fees, levies, penalties or other assessments imposed by any federal, state, local or foreign taxing authority, including, but not limited to, income, gross receipts, excise, property, sales, transfer, franchise, payroll, withholding, social security and other taxes, and shall include any interest, penalties or

additions attributable thereto and (ii) "Tax Return" shall mean any return, report, information return or other document (including any related or supporting information) required to be prepared with respect to Taxes.

(l) Pension And Benefit Plans; ERISA.

(i) Section 3.1(l)(i) of the Insurdata Disclosure Memorandum sets forth a complete list of all (A) "employee benefit plans" as defined in sections 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and (B) all retirement or deferred compensation plans, incentive compensation plans, stock plans, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or hospitalization program or any other fringe benefit arrangements for any current or former employee, director, consultant or agent, whether pursuant to contract, arrangement, custom or informal understanding, which does not constitute an employee benefit plan as defined in section 3(3) of ERISA, and (C) any employment agreement or consulting agreement, which Insurdata, or any of its Subsidiaries or any trade or business, whether or not incorporated, that together with Insurdata or any of its Subsidiaries would be deemed a "single employer" within the meaning of Section 4001(b) of ERISA (an "Insurdata ERISA Affiliate"), maintains, is a party to, participates in or with respect to which has any liability or contingent liability (such plans and arrangements referred to as the "Insurdata Benefit Plans").

(ii) With respect to each Insurdata Benefit Plan, a complete and correct copy of each of the following documents (if applicable) has been provided or made available to HealthAxis: (A) the most recent plan and related trust documents, and all amendments thereto; (B) the most recent summary plan description, and all related summaries of material modifications thereto; (C) the most recent Form 5500 (including schedules and attachments); (D) the most recent IRS determination letter or request therefor; and (E) the most recent actuarial reports (including for purposes of Financial Accounting Standards Board report no. 87, 106 and 112), if any; and there have been no material changes in the financial condition in the respective plans from that stated in the annual reports and actuarial reports supplied. In the case of any Insurdata Benefit Plan which is not in written form, HealthAxis has been supplied with an accurate description of such Insurdata Benefit Plan as in effect on the date hereof.

(iii) Except as set forth in Section 3.1(l)(iii) of the Insurdata Disclosure Memorandum, Insurdata Benefit Plans and their related trusts intended to qualify under Sections 401(a) and 501(a) of the Code, respectively, have received favorable determination letters from the Internal Revenue Service which cover all applicable law for which the remedial amendment period (within the meaning of Section 401(b) of the Code and applicable regulations) has expired; neither Insurdata nor any of its respective Insurdata ERISA Affiliates is aware of any event or circumstance that could reasonably

be expected to result in the failure of such Insurdata Benefit Plan or its related trust to be so qualified; and no event has occurred which will or could give rise to disqualification of any such plan under such sections or to a tax under section 511 of the Code.

(iv) Except as set forth in Section 3.1(l)(iv) of the Insurdata Disclosure Memorandum, the Insurdata Benefit Plans have been maintained and administered in all respects in accordance with their terms and applicable laws, and no event has occurred which will or could cause any such Insurdata Benefit Plan to fail to comply with such requirements and no notice has been issued by any governmental authority questioning or challenging such compliance.

(v) Except as disclosed in Section 3.1(l)(v) of the Insurdata Disclosure Memorandum, there are no pending or, to the knowledge of Insurdata, threatened actions, claims or proceedings against or relating to any Insurdata Benefit Plan other than routine benefit claims by persons entitled to benefits thereunder. There are no investigations or audits of or relating to any Insurdata Benefit Plan. Insurdata has no knowledge of any facts which could form the basis of any such investigation or audit.

(vi) Except as disclosed in Section 3.1(l)(vi) of the Insurdata Disclosure Memorandum and as otherwise provided in Section 2.3, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (A) result in any payment becoming due to any employee (current, former or retired) of Insurdata, (B) increase any benefits under any Insurdata Benefit Plan, or (C) result in the acceleration of the time of payment of, vesting of or other rights with respect to any such benefits.

(vii) Insurdata has no knowledge of any oral or written statement made by or on behalf of Insurdata or an Insurdata ERISA Affiliate regarding any Insurdata Benefit Plan that was not in accordance with such Benefit Plan.

(viii) Actuarially adequate accruals for all obligations under the Insurdata Benefit Plans are reflected in the financial statements of Insurdata and such obligations include a pro rata amount of the contributions which would otherwise have been made in accordance with past practices and applicable law for the plan years which include the Closing Date.

(ix) Except as described in section 3.1(l)(ix) of the Insurdata Disclosure Memorandum, there have been no acts or omissions by Insurdata which have given rise to or may give rise to fines, penalties, taxes or related charges under section 502 of ERISA or Chapters 43, 47 or 68 of the Code for which Insurdata or any Insurdata ERISA Affiliate may be liable.

(x) Except as described in section 3.1(l)(x) of the Insurdata Disclosure Memorandum, none of the payments payable under the Insurdata Benefit Plans as a result of the Merger would, in the aggregate, constitute excess parachute payments (as defined in section 280G of the Code (without regard to subsection (b)(4) thereof)).

(xi) No Insurdata Benefit Plan is subject to Title IV of ERISA.

(xii) None of Insurdata nor any Insurdata ERISA Affiliate contributes to, has contributed to, or has any liability or contingent liability with respect to a multiemployer plan (as defined in section

3(37) of ERISA).

(xiii) There has been no act or omission that would impair the ability of Insurdata and the Insurdata ERISA Affiliates (or any successor thereto) to unilaterally amend or terminate any Insurdata Benefit Plan.

(xiv) Except as described in Section 3.1(1)(xiv) of the Insurdata Disclosure Memorandum, there are no self-insured Benefit Plans. With respect to each self-insured Benefit Plan, Insurdata and/or its Subsidiaries maintains a reserve of no less than twenty-five percent (25%) of the aggregate claims paid with respect to the most recently completed plan year.

(xv) Except as set forth in Section 3.1(1)(xv) of the Insurdata Disclosure Memorandum, each Insurdata Benefit Plan is fully funded to the extent that a benefit has accrued thereunder or that an account balance is maintained on behalf of an Employee notwithstanding whether, under the terms of such Plan or as permitted by applicable law, such Plan is not required to be funded. Except as set forth in Section 3.1(1)(xv) of the Insurdata Disclosure Memorandum, each Insurdata Benefit Plan is fully funded to the extent that a benefit has accrued thereunder or that an account balance is maintained on behalf of an Employee notwithstanding whether, under the terms of such Plan or as permitted by applicable law, such Plan is not required to be funded.

(m) Labor Matters.

(i) Except as set forth in Section 3.1(m) of the Insurdata Disclosure Memorandum, (A) neither Insurdata nor any of its Subsidiaries is a party to any labor or collective bargaining agreement and no employees of Insurdata or any of its Subsidiaries are represented by any labor organization; (B) within the preceding three years, there have been no representation or certification proceedings, or petitions seeking a representation proceeding, pending or, to the knowledge of Insurdata, threatened in writing to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority; and (C) within the preceding three years, to the knowledge of Insurdata, there have been no organizing activities involving Insurdata or any of its

Subsidiaries with respect to any group of employees of Insurdata or any of its Subsidiaries.

(ii) There are no strikes, work stoppages, slowdowns, lockouts, material arbitrations or material grievances or other material labor disputes pending or threatened in writing against or involving Insurdata or any of its Subsidiaries. There are no unfair labor practice charges, grievances or complaints pending or, to the knowledge of Insurdata, threatened in writing by or on behalf of any employee or group of employees of Insurdata or any of its Subsidiaries. Each of Insurdata and its Subsidiaries' relations with its employees are currently on a good and normal basis.

(iii) Insurdata and each of its Subsidiaries is in compliance with all laws, regulations and orders relating to the employment of labor, including all such laws, regulations and orders relating to wages, hours, Worker Adjustment Retraining and Notification Act of 1988, as amended ("WARN Act"), collective bargaining, discrimination, civil rights, safety and health, workers' compensation and the collection and payment of withholding and/or social security taxes and any similar tax, except where non compliance would not individually or in the aggregate adversely affect Insurdata and its Subsidiaries taken as a whole in any material respect.

(iv) Except as set forth in Section 3.1(m) of the Insurdata Disclosure Memorandum and except for any limitation of general application which may be imposed under applicable employment laws, Insurdata and each of the Insurdata Subsidiaries has the right to terminate the employment of each of its employees at will and to terminate the engagement of any of its independent contractors without payment to such employee or independent contractor other than for services rendered through termination and without incurring any penalty or liability other than for severance pay in accordance with any severance pay policy of Insurdata or an Insurdata Subsidiary disclosed to HealthAxis.

(v) Except as set forth in Section 3.1(m) of the Insurdata Disclosure Memorandum, since January 1, 1998, no employee of Insurdata or its Subsidiaries having an annual salary of $100,000 or more has indicated an intention to terminate or has terminated his or her employment with such company.

(n) Environmental Matters.

(i) For purposes of this Agreement:

(A) "Environmental Law" means any applicable law regulating or prohibiting Releases of Hazardous Materials into any part of the natural environment, or pertaining to the protection of natural resources, the environment, and public

and employee health and safety from Hazardous Materials including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") (42 U.S.C. ss. 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. ss. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. ss. 6901 et seq.), the Clean Water Act (33 U.S.C. ss. 1251 et seq.), the Clean Air Act (33 U.S.C. ss. 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. ss. 7401 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. ss. 136 et seq.), and the Occupational Safety and Health Act (29 U.S.C. ss. 651 et seq.) ("OSHA") (to the extent OSHA regulates occupational exposure to Hazardous Materials) and the regulations promulgated pursuant thereto, and any such applicable state or local statutes, and the regulations promulgated pursuant thereto, as such laws have been and may be amended or supplemented through the Closing Date;

(B) "Hazardous Material" means any substance, material or waste which is regulated as hazardous or toxic by any public or governmental authority in the jurisdictions in which the Merger Party or its Subsidiaries conducts business, or the United States, including, without limitation, any material or substance which is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted hazardous waste," "contaminant," "toxic waste" or "toxic substance" under any provision of Environmental Law and shall also include, without limitation, petroleum, petroleum products, asbestos, polychlorinated biphenyls and radioactive materials;

(C) "Release" means any release, spill, effluence, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration of Hazardous Material into the environment; and

(D) "Remedial Action" means all actions, including, without limitation, those involving any capital expenditures, required by a governmental entity or required under any Environmental Law, or voluntarily undertaken to (w) clean

up, remove, treat, or in any other way mitigate the adverse effects of any Hazardous Materials Released in the environment; (x) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger the public health or welfare or the environment; (y) perform preremedial studies and investigations or postremedial monitoring and care pertaining or relating to a Release or threat of Release; or (z) bring the Merger Party into compliance with any Environmental Law.

(ii) Except as set forth in Section 3.1(n) of the Insurdata Disclosure Memorandum:

(A) The operations of Insurdata and each of its Subsidiaries have been and, as of the Closing Date, will be, in compliance with all Environmental Laws, except for such noncompliance which would not individually or in the aggregate have a Material Adverse Effect on Insurdata;

(B) Neither Insurdata nor any of its Subsidiaries is subject to any outstanding orders from, or agreements with, any Governmental Entity or other person respecting (x) Environmental Laws, (y) Remedial Action or (z) any Release or threatened Release of a Hazardous Material;

(C) Neither Insurdata nor any of its Subsidiaries has received any written communication alleging, with respect to any such party, the violation of or potential liability under any Environmental Law;

(D) No judicial or administrative proceedings or governmental investigations are pending or, to the knowledge of Insurdata, threatened against Insurdata or any of its Subsidiaries alleging the violation of or seeking to impose liability pursuant to any Environmental Law; and

(E) No environmental approvals, clearances or consents are required under applicable law from any governmental entity or authority in order to consummate the transactions contemplated herein.

(iii) This Section 3.1(n) sets forth the sole representations and warranties of Insurdata with respect to Environmental Laws.

(o) Property and Assets.

(i) Section 3.1(o)(i) of the Insurdata Disclosure Memorandum sets forth all of the real property owned in fee by Insurdata and its Subsidiaries. Insurdata or its Subsidiaries have good and marketable title to each parcel of real property owned by them free and clear of all Liens, except as otherwise set forth in Section 3.1(o)(i) of the Insurdata Disclosure Memorandum.

(ii) Each lease, sublease or other agreement (collectively, the "Real Property Leases") under which Insurdata or any of its Subsidiaries uses or occupies or has the right to use or occupy, now or in the future, any real property is valid, binding and in full force and effect, all rent and other sums and charges payable by Insurdata or any of its Subsidiaries as a tenant thereunder are current, and no termination event or condition or uncured default of a material nature on the part of Insurdata or any of its Subsidiaries or, to Insurdata's knowledge, the landlord, exists under any Real Property Lease. Insurdata and its Subsidiaries have a good and valid leasehold interest in each parcel of real property leased by them free and clear of all Liens, except as otherwise set forth in Section 3.1(o)(ii) of the Insurdata Disclosure Memorandum. All real property used or occupied by Insurdata or any Insurdata Subsidiary is structurally sound and in good condition, normal wear and tear excepted, and is sufficient for its current uses and the operations and business of Insurdata and its Subsidiaries as presently conducted.

(iii) Except as set forth in Section 3.1(o)(iii) of the Insurdata Disclosure Memorandum, Insurdata and its Subsidiaries own good and indefeasible title to, or have a valid leasehold interest in or a valid right under contract to use, all tangible personal property that is used in the conduct of their business, free and clear of any Liens, except for any mechanics or similar statutory liens arising in the ordinary course of business. All such tangible personal property is in good operating condition and repair (normal wear and tear excepted) and is suitable for its current uses and the operations and business of Insurdata and its Subsidiaries as presently conducted.

(p) Intellectual Property.

(i) Section 3.1(p) of the Insurdata Disclosure Memorandum sets forth, for the Intellectual Property owned by Insurdata or any of its Subsidiaries, a complete and accurate list of all U.S. and foreign (a) Patents and Patent Applications; (b) Trademarks; (c) Copyright registrations and mask work, Copyright and mask work applications, and material unregistered Copyrights. Section 3.1(p) of the Insurdata Disclosure Memorandum lists all Software (other than readily available commercial software

programs) which are owned, licensed, leased, by Insurdata or any of its Subsidiaries, and identifies which Software is owned, licensed, or leased, as the case may be, and, for all Insurdata Software, provides a product description of the Insurdata Software, the language in which it was written and the types of hardware platforms on which it runs.

(ii) Section 3.1(p) of the Insurdata Disclosure Memorandum sets forth a complete and accurate list of all agreements, enforceable understandings and enforceable commitments (whether oral or written, and whether between Insurdata or any of its Subsidiaries and third parties or inter-corporate) to which Insurdata or any of its Subsidiaries is a party or otherwise bound, (i) granting or obtaining any right to use or practice any rights under any Intellectual Property, or (ii) restricting Insurdata's or any of its Subsidiaries' rights to use any Intellectual Property, including license agreements, development agreements, distribution agreements, settlement agreements, consent to use agreements, and covenants not to sue (collectively, the "License Agreements"). The License Agreements are valid and binding obligations of all parties thereto, enforceable in accordance with their terms, and there exists no event or condition which will result in a violation or breach of, or constitute (with or without due notice of lapse of time or both) a default by any party under any such License Agreement. Neither Insurdata nor any of its Subsidiaries has licensed or sublicensed its rights in any Intellectual Property other than pursuant to the License Agreements and there are no exclusive License Agreements for Insurdata Software or other Intellectual Property owned by Insurdata and its Subsidiaries. No royalties, honoraria or other fees are payable by Insurdata or any of its Subsidiaries to any third parties for the use of or right to use any Intellectual Property except, pursuant to the License Agreements.

(iii) Except as set forth on Section 3.1(p) of the Insurdata Disclosure Memorandum:

(A) Insurdata or one of its Subsidiaries owns, or has a valid right to use, free and clear of all Liens, all of the Intellectual Property necessary to permit the operation of Insurdata and its Subsidiaries as presently conducted and as proposed to be conducted. Insurdata or one of its Subsidiaries is listed in the records of the appropriate United States, state, or foreign registry as the sole current owner of record for each application and registration listed on Section 3.1(p) of the Insurdata Disclosure Memorandum.

(B) All of such Insurdata Software and other Intellectual Property were created as a work for hire (as defined under U.S. copyright law) for Insurdata or its Subsidiaries. To the extent that any author or developer of any Insurdata

Software or other Intellectual Property was not a regular full-time salaried employee of Insurdata or its Subsidiaries at the time such person contributed to such Insurdata Software or other Intellectual Property, such author or developer has executed agreements assigning to Insurdata or its Subsidiaries all of such Insurdata Software and Intellectual Property developed by such author or developer.

(C) The Intellectual Property owned by Insurdata or any of its Subsidiaries and, to the knowledge of Insurdata and its Subsidiaries, any Intellectual Property used by Insurdata or any of its Subsidiaries, is subsisting, in full force and effect, and has not been canceled, expired, or abandoned, and is valid and enforceable.

(D) There is no pending or, to the knowledge of Insurdata and its Subsidiaries, threatened claim, suit, arbitration or other adversarial proceeding before any court, agency, arbitral tribunal, or registration authority in any jurisdiction (i) involving the Intellectual Property owned by Insurdata or any of its Subsidiaries, or to the knowledge of Insurdata and its Subsidiaries, the Intellectual Property licensed to Insurdata or any of its Subsidiaries or (ii) alleging that the activities or the conduct of Insurdata's or any of its Subsidiaries' business does nor will infringe upon, violate or constitute the unauthorized use of the intellectual property rights of any third party or challenging the ownership, use, validity, enforceability or registrability of any Intellectual Property by Insurdata or any of its Subsidiaries. There are no settlements, forebearances to use, consents, judgments, or orders or similar obligations other than the License Agreements which (a) restrict Insurdata's or any of its Subsidiaries' rights to use any Intellectual property, (b) restrict Insurdata's or any Subsidiaries' business in order to accommodate a third party's intellectual property rights or (c) permit third parties to use any Intellectual Property owned or controlled by Insurdata or any of its Subsidiaries.

(E) No other Software, other than ordinary upgrades to the Insurdata Software, is used to operate the business of

Insurdata and its Subsidiaries as presently conducted. To the best knowledge of Insurdata, no rights of any third party are necessary to market, license, sell, modify, update, and/or create derivative works for the Insurdata Software listed at Section 3.1(p) of the Insurdata Disclosure Memorandum as presently and contemplated to be marketed, licensed, sold, modified, updated and/or created by Insurdata.

(F) Insurdata and its Subsidiaries maintains machine-readable master-reproducible copies of the object and executable code, master reproducible copies of the source code listings, technical documentation and user manuals for the most current releases or versions thereof and for all earlier releases or versions of the Insurdata Software currently being supported by Insurdata and its Subsidiaries; in each case, the machine-readable copy of the object and executable code substantially conforms to the corresponding source code listing from which it was compiled; the Insurdata Software is written in the language as set forth Section 3.1(p) of the Insurdata Disclosure Memorandum, for use on the hardware set forth at Section 3.1(p) of the Insurdata Disclosure Memorandum with standard operating systems; the Insurdata Software can be maintained and modified by reasonably competent programmers familiar with such language, hardware and operating systems; in each case, each component of the Insurdata Software that creates, accepts, displays, stores, retrieves, accesses, recognizes, distinguishes, compares, sorts, manipulates, processes, calculates or otherwise uses dates or date-related data will do so accurately, without operating defects, using dates in the twentieth and twenty- first centuries, and will not be adversely affected by the advent of the year 2000, the advent of any leap year, the advent of the twenty-first century, or the transition from the twentieth century through the year 2000 and into the twenty-first century (collectively, "Y2K Compliant"), provided that all hardware and operating system software in connection with which the Insurdata Software is used perform in such a manner; with respect to the hardware and third party application and operating software with which the Insurdata Software is used, Insurdata and its

Subsidiaries have received written assurances from the hardware manufacturers and third party software licensors that this hardware and software is Y2K Compliant and such hardware and software have successfully completed Y2K Compliance testing administered by or on behalf of Insurdata and its Subsidiaries, to the knowledge of Insurdata and its Subsidiaries the Insurdata Software does not contain any unauthorized code such as a virus, Trojan horse, worm, or other software routine designed to permit unauthorized access to disable, erase or otherwise harm the Insurdata Software, hardware or data automatically, with the passage of time, or under the control of a person other than the Merger Parties. The twenty-first century will be deemed to commence on January 1, 2001.

(G) Insurdata and its Subsidiaries have taken reasonable precautions to test for and prevent unauthorized codes such as viruses, Trojan horses, worms, or other software routines designed to permit unauthorized access to disable, erase or otherwise harm the Insurdata Software with the passage of time, or under the control of a person other than Insurdata or its Subsidiaries. No export control licenses are necessary for the Insurdata Software in order to permit the operation of the business of Insurdata and its Subsidiaries as presently conducted.

(H) The conduct of Insurdata's and its Subsidiaries' business as currently conducted or planned to be conducted does not infringe upon (either directly or indirectly such as through contributory infringement or inducement to infringe) any intellectual property rights owned or controlled by any third party. To the knowledge of Insurdata and its Subsidiaries, no third party is misappropriating, infringing, or violating any Intellectual Property owned or used by Insurdata or any of its Subsidiaries and no such claims, suits, arbitrations or other adversarial proceedings have been brought against any third party by Insurdata or any of its Subsidiaries which remain unresolved.

(I) Insurdata and each of its Subsidiaries take reasonable measures to protect the confidentiality of and all proprietary rights in its Trade Secrets, including requiring

its employees and other parties having access thereto to execute written non-disclosure agreements. To the knowledge of Insurdata and its Subsidiaries, no Trade Secret has been disclosed or authorized to be disclosed to any third party other than pursuant to a non-disclosure agreement. To the knowledge of Insurdata and its Subsidiaries, no party to any non-disclosure agreement relating to its Trade Secrets is in breach or default thereof.

(J) No current or former partner, director, officer, or employee of Insurdata or any of its Subsidiaries (or any of their respective predecessors in interest) will, after giving effect to the transactions contemplated herein, own or retain any rights in or to (including, but not limited to, the right to royalty payments) any of the Intellectual Property owned, marketed, used or under development by Insurdata and its Subsidiaries.

(iv) The consummation of the transactions contemplated hereby will not result in the loss or impairment of Insurdata's or any of its Subsidiaries' rights to own or use any of the Intellectual Property, nor will it require the consent of any governmental authority or third party in respect of any such Intellectual Property.

(v) The following definition shall be applicable to this Agreement:

"HealthAxis Software" means all Software owned by HealthAxis.

"Insurdata Software" means all Software owned by Insurdata.

"Intellectual Property" shall mean trademarks, names, corporate names, proprietary name, brand name, product service marks, trade names, Internet domain names, designs, logos, slogans, and general intangibles of like nature, together with all goodwill, registrations and applications related to the foregoing (collectively, "Trademarks"); patents and industrial design registrations or applications, including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications for any of the foregoing (collectively "Patents and Patent Applications"); copyrights (including any registrations and applications for any of the foregoing) and including but not limited to the Web Site and Web Site Content (collectively, "Copyrights"); Software, "mask works" (as defined under 17 USC ss. 901) and any registrations and applications for "mask works"; technology, trade secrets and other confidential information, know-how, proprietary processes, formulae, algorithms, models, and methodologies (collectively, "Trade Secrets"); rights under statutory or common laws of publicity and privacy relating to the

use of the names, likenesses, voices, signatures and biographical information of real persons; in each case whether or not perfected, whether active or inactive, in use, under development or design, and in each case used in or necessary for the conduct of a Party's and each of its Subsidiaries' business as currently conducted or contemplated to be conducted.

"Software" means any and all computer programs (including operating systems and applications systems html code, CGI code, java applets and other software used to create and maintain Web sites) whether or not operational, including, but not limited to, implementations in computer programs of algorithms, processes, formulae, interfaces, navigational devices, menu structures or arrangements, icons, operational instructions, scripts, commands, syntax, screen design, reports design and other designs, concepts, and visual expressions, technical manuals, user manuals and other documentation therefor, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature.

"Web Site" shall mean the Web site currently found at the following URL, http://www.insurdata.com or http://www.healthaxis.com, as applicable, and all other Web sites and any successors thereto owned or created by or on behalf of Insurdata or HealthAxis and their Subsidiaries.

"Web Site Content" shall mean all text, photos, graphics, audio, video and other information or content, material, without limitation, in all forms and formats (collectively, "Content"), available for access on the Web Site but excluding the Content of any Web sites linked to the Web Site, whether by agreement or otherwise, and any Content supplied by insurance carriers for inclusion on the HealthAxis Web Site.

(q) Material Contracts. Section 3.1(q) of the Insurdata Disclosure Memorandum contains a true and complete list of each of the following written or oral contracts, agreements, instruments, orders, arrangements, commitments or understandings ("Contracts") in effect as of the date of this Agreement (true and complete copies of any written Contract or summaries in writing describing any oral Contract of which have been made available to HealthAxis) to which Insurdata or any of its Subsidiaries is a party or by which any of their respective assets or properties is or may be bound (each of which is an "Insurdata Material Contract"):

(i) all employment, agency (other than insurance agency), consultation, or representation Contracts or other Contracts of any type (including without limitation loans or advances) with any present officer, director, Key Employee (as defined below), agent (other than an insurance agent), consultant, or other similar representative of Insurdata or any of its Subsidiaries (or former officer, director, Key

Employee, agent (other than an insurance agent), consultant or similar representative of Insurdata or any of its Subsidiaries if there exists any present or future liability with respect to such Contract);

(ii) all Contracts relating to the borrowing of money by Insurdata, relating to the deferred purchase price for property or services, or relating to the direct or indirect guarantee by Insurdata or any of its Subsidiaries of any liability;

(iii) all Contracts pursuant to which Insurdata or any of its Subsidiaries has agreed to indemnify or hold harmless any person or entity (other than indemnifications or hold harmless covenants in the ordinary course of business and consistent with past practice);

(iv) all leases or subleases of real property used in the business, operations, or affairs of Insurdata or any of its Subsidiaries;

(v) all Contracts under which any rights in and/or ownership of any material software products, technology or other intangible property of Insurdata or its Subsidiaries was acquired; and

(vi) any other Contract requiring the payment of at least $250,000 or which cannot be terminated upon 60 days or less notice.

Each Contract disclosed or required to be disclosed in Section 3.1(q) of the Insurdata Disclosure Memorandum is in full force and effect and constitutes a legal, valid and binding obligation of Insurdata or any of its Subsidiaries to the extent any such entity is a party thereto and, to the knowledge of Insurdata, each other party thereto. Neither Insurdata nor any of its Subsidiaries has received from any other party to such Contract any written notice of termination or intention to terminate or not to honor the terms of such Contract, or to the knowledge of Insurdata, any oral notice of termination or intention to terminate or not to honor the terms of such Contract. Except as set forth in Section 3.1(q) of the Insurdata Disclosure Memorandum, neither Insurdata nor any of its Subsidiaries nor, to the knowledge of Insurdata, any other party to such Contract is in violation or breach of or default under any such Contract (or with or without notice or lapse of time or both, would be in violation or breach of or default under any such Contract), which violations, breach or default would individually or in the aggregate have a Material Adverse Effect on Insurdata As used in this Agreement "Key Employee" shall mean employees of a Party, having a salary of $100,000 or more per year.

(r) Related Party Transactions. Except as set forth in Section 3.1(r) of the Insurdata Disclosure Memorandum, no director, officer, Key Employee, "affiliate" or "associate" (as such terms are defined in Rule 12b-2 under the Exchange Act, each a

"Related Party") of Insurdata (i) has borrowed any monies from or has outstanding any indebtedness, liabilities or other similar obligations to Insurdata or any of its Subsidiaries; (ii) owns any direct or indirect interest of any kind in, or is a director, officer, employee, partner, affiliate or associate of, or consultant or lender to, or borrower from, or has the right to participate in the management, operations or profits of, any person or entity which is (A) a competitor, supplier, customer, distributor, lessor, tenant, creditor or debtor of Insurdata or any of its Subsidiaries, (B) engaged in a business related to the business of Insurdata or any of its Subsidiaries, or (C) participating in any transaction to which Insurdata or any of its Subsidiaries is a party; or (iii) is otherwise a party to any contract, arrangement or understanding with Insurdata or any of its Subsidiaries.

(s) Liens. Except as set forth in Section 3.1(s) of the Insurdata Disclosure Memorandum, neither Insurdata nor any of its Subsidiaries has granted, created, or suffered to exist with respect to any of its assets, any mortgage, pledge, charge, hypothecation, collateral assignment, lien (statutory or otherwise), encumbrance or security agreement of any kind or nature whatsoever (collectively, the "Liens").

(t) Operations; Insurance. Section 3.1(t) of the Insurdata Disclosure Memorandum contains a true and complete list and description of all liability, property, workers compensation, directors and officers liability, and other similar insurance policies or agreements that insure the business, operations, or affairs of Insurdata and its Subsidiaries or affect or relate to the ownership, use, or operations of any of the assets or properties of Insurdata and its Subsidiaries. Excluding insurance policies that have expired and been replaced in the ordinary course of business, no insurance policy has been canceled within the last year except as disclosed in Section 3.1(t) of the Insurdata Disclosure Memorandum, and, to the knowledge of Insurdata or its Subsidiaries, no threat has been made to cancel any insurance policy of any of Insurdata or its Subsidiaries during such period and, to Insurdata's knowledge, there is no basis for any such cancellation. Except as set forth in Section 3.1(t) of the Insurdata Disclosure Memorandum, there are no claims that are pending under any of the insurance policies described in Section 3.1(t) of the Insurdata Disclosure Memorandum.

(u) Board Recommendation and Shareholder Approval. The Board of Directors of Insurdata has, at a meeting duly called and held, or by the unanimous written consent in lieu of a formal meeting (i) determined that this Agreement and the transactions contemplated hereby are fair to and in the best interests of the shareholders of Insurdata and has approved the same, (ii) resolved to recommend, subject to the fiduciary duties of the Board of Directors, that the shareholders of Insurdata approve this Agreement and the transactions contemplated herein, and (iii) resolved to call a special meeting of the shareholders of Insurdata to approve the Merger. The Board of Directors of Insurdata has taken all action necessary to exempt the transactions contemplated by this Agreement from (i) the operation of any "fair price," moratorium," "control share acquisition," "business combination" or any other anti-takeover statute or similar statute enacted under the state or federal laws of the United States or similar statute or regulation (a "Takeover Statute") and (ii) any restrictions or limitations set forth in the Articles of Incorporation or By-Laws of Insurdata, other than approval by the requisite shareholders of Insurdata.

(v) Vote Required. The affirmative vote of the holders of at least two-thirds of the outstanding shares of Insurdata Common Stock is the only vote of the holders of any class or series of Insurdata's capital stock necessary (under applicable law or otherwise) to approve the Merger and the transactions contemplated hereby.

(w) No Brokers. No broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Insurdata or any of its Subsidiaries.

(x) Questionable Payments. To the knowledge of Insurdata, no current or former director, officer, representative, agent or employee of Insurdata or any of its Subsidiaries (when acting in such capacity or otherwise on behalf of Insurdata or any of its Subsidiaries) (i) has used or is using corporate funds for any illegal contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) has used or is using any corporate funds for any direct or indirect unlawful payments to any foreign or domestic government officials or employees; (iii) has violated or is violating any provision of the Foreign Corrupt Practices Act of 1977, (iv) has established or maintained, or is maintaining, any unlawful or unrecorded fund of corporate monies or other properties, (v) has made any false or fictitious entries on the books and records of Insurdata or any of its Subsidiaries, (vi) has made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of any nature using corporate funds or otherwise on behalf of Insurdata or any of its Subsidiaries; or (vii) made any material gift of assets or services that is not deductible for federal income tax purposes using corporate funds or otherwise on behalf of Insurdata or any of its Subsidiaries.

3.2 Representations and Warranties of HealthAxis. Except as disclosed in the disclosure memorandum delivered by HealthAxis (the "HealthAxis Disclosure Memorandum") at or prior to the date of this Agreement (it being understood that each section of the HealthAxis Disclosure Memorandum shall list all items applicable to such section, although the inadvertent omission of an item from one section shall not be a breach of this Agreement if such item and an explanation of the nature of such item is clearly disclosed in another section of the HealthAxis Disclosure Memorandum), HealthAxis represents and warrants to Insurdata and UICI as follows:

(a) Organization, Standing and Power. HealthAxis is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of

Pennsylvania, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted and is duly qualified or licensed to do business as a foreign corporation and in good standing to conduct business in each jurisdiction in which the business it is conducting, or the operation, ownership or leasing of its properties, makes such qualification or license necessary, other than such jurisdictions where the failure so to qualify or become so licensed would not, individually or in the aggregate, have a Material Adverse Effect on HealthAxis. HealthAxis has heretofore made available to Insurdata complete and correct copies of its Articles of Incorporation, as currently in effect as of the date of this Agreement, and its Bylaws, as currently in effect as of the date of this Agreement.

(b) Capital Structure. As of the date of this Agreement, the authorized capital stock of HealthAxis consists of 40,000,000 shares of HealthAxis Common Stock and 5,500,000 shares of preferred stock. As of the date of this Agreement, there were (i) 16,738,811 shares of HealthAxis Common Stock issued and outstanding and (ii) 3,031,191 shares of preferred stock, par value $1.00 per share, issued and outstanding of which (i) 545,916 outstanding shares have been designated as Series A Convertible Preferred Stock (convertible into 545,916 shares of Common Stock); (ii) 625,529 outstanding shares have been designated as Series B Convertible Preferred Stock (convertible into 625,529 shares of Common Stock); (iii) 1,526,412 outstanding shares have been designated as Series C Convertible Preferred Stock (convertible into 1,526,412 shares of Common Stock); and (iv) 333,334 outstanding shares have been designated as Series D Convertible Preferred Stock (convertible into 333,334 shares of Common Stock) (collectively, the Series A Convertible Preferred Stock, Series B Convertible Preferred Stock, Series C Convertible Preferred Stock and Series D Convertible Preferred Stock is referred to herein as the "HealthAxis Preferred Stock"). No shares of HealthAxis Common Stock or HealthAxis Preferred Stock are held in treasury. All outstanding shares of HealthAxis Common Stock and HealthAxis Preferred Stock are validly issued, fully paid and nonassessable and are not subject to preemptive or similar rights. As of the date of this Agreement, 3,117,096 shares of HealthAxis Common Stock are subject to issuance pursuant to the exercise of stock options (all options issued pursuant the HealthAxis Employee Stock Option Plans (defined below) are referred to herein collectively, as the "HealthAxis Options" and individually as a "HealthAxis Option") issued and outstanding under the HealthAxis Employee Stock Option Plan (the "HealthAxis Stock Option Plans") (of which 1,482,206 shares of HealthAxis Common Stock are subject to vested options), and 1,050,500 shares of HealthAxis Common Stock are subject to issuance pursuant to the exercise of outstanding warrants and 75,000 shares of HealthAxis Series D Preferred Stock are subject to issuance pursuant to the exercise of outstanding warrants. Section 3.2(b) of the HealthAxis Disclosure Memorandum sets forth the following information with respect to each HealthAxis Option outstanding as of the date hereof: (i) the particular plan pursuant to which such HealthAxis Option was granted; (ii) the name of the optionee; (iii) the number of shares of HealthAxis Common

Stock subject to such HealthAxis Option; (iv) the exercise price of such HealthAxis Option; (v) the date on which such HealthAxis Option was granted; and (vi) the date on which such HealthAxis Option expires. HealthAxis has delivered to Insurdata accurate and complete copies of the HealthAxis Stock Option Plans and the stock option agreements evidencing all HealthAxis Options granted under the HealthAxis Stock Option Plans. Set forth in Section 3.2(b) of the HealthAxis Disclosure Memorandum is a true and complete list of the following: (i) Restricted Share Grants of shares of HealthAxis Common Stock and a total thereof, and (ii) any Change in Control Share Grants of HealthAxis to issue shares of HealthAxis Common Stock as a result of the transactions contemplated hereby and a total thereof. There are no bonds, debentures, notes or other indebtedness of HealthAxis, or assets of any other entities convertible into, or exchangeable for, securities of HealthAxis except as provided in this Section 3.2(b) or Section 3.2(b) of the HealthAxis Disclosure Memorandum. Except as set forth in this Section 3.2(b) or in Section 3.2(b) of the HealthAxis Disclosure Memorandum, there are no outstanding securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which HealthAxis or any HealthAxis Subsidiary is a party or by which such entity is bound, obligating HealthAxis or any HealthAxis Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock, securities or other ownership interests of HealthAxis or any HealthAxis Subsidiary or obligating HealthAxis or any HealthAxis Subsidiary to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking or obligating HealthAxis or any HealthAxis Subsidiary to repurchase, redeem or otherwise acquire any outstanding shares of capital stock, securities or other ownership interests of HealthAxis or any HealthAxis

Subsidiary. Except as set forth in Section 3.2(b) of the HealthAxis Disclosure Memorandum, there are no commitments, agreements, arrangements or undertakings of any kind to which HealthAxis or any HealthAxis Subsidiary is party, or by which such entity is bound, obligating HealthAxis or any HealthAxis Subsidiary to make any equity or similar investment in, or capital contribution to, any Person. Except as set forth in Section 3.2(b) of the HealthAxis Disclosure Memorandum, the execution, delivery and performance by HealthAxis of this Agreement and the transactions contemplated hereby will not result in the acceleration of any HealthAxis Option and HealthAxis will not take any action to cause any such acceleration.

(c) Subsidiaries; Investments. Section 3.2(c) of the HealthAxis Disclosure Memorandum sets forth for HealthAxis and each Subsidiary of HealthAxis, its exact legal name, the jurisdiction of its incorporation or organization, its federal employer identification number, its address, telephone number and facsimile number, its directors and officers, and all fictitious, assumed or other names of any type that are registered or used by it or under which it has done business at any time since such company's date of incorporation. Each Subsidiary is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has the

power and authority and all necessary government approvals to own, lease and operate its properties and to carry on its business as now being conducted. Each Subsidiary of HealthAxis is duly qualified or licensed and in good standing to do business in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary. HealthAxis has heretofore made available to Insurdata complete and correct copies of the articles of incorporation (or other organizational documents) and bylaws (each as amended) of each of its Subsidiaries. Section 3.2(c) of the HealthAxis Disclosure Memorandum sets forth, as to each Subsidiary of HealthAxis, its authorized capital stock and the number of issued and outstanding shares of capital stock (or similar information with respect to any Subsidiary not organized as a corporate entity) and each owner thereof. All outstanding shares of the capital stock of the Subsidiaries of HealthAxis are validly issued, fully paid and nonassessable and are not subject to preemptive or other similar rights. Except as set forth on Section 3.2(c) of the HealthAxis Disclosure Memorandum, HealthAxis is the sole record and beneficial owner of all of the shares of capital stock or other ownership interests of each HealthAxis Subsidiary.

(d) Authority; No Violations; Consents and Approvals.

(i) HealthAxis has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of HealthAxis. This Agreement has been duly executed and delivered by HealthAxis and assuming that this Agreement constitutes the valid and binding agreement of Insurdata, UICI and Provident, constitutes a valid and binding obligation of HealthAxis enforceable in accordance with its terms and conditions except that the enforcement hereof may be limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors' rights generally, (B) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and (C) any ruling or action of any Governmental Entity as set forth in Section 3.2(d)(iii).

(ii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by HealthAxis will not result in any Violation pursuant to (A) any provision of the Articles of Incorporation or Bylaws of HealthAxis or the comparable documents of any of its Subsidiaries or (B) except as to which requisite waivers or consents have been obtained as specifically identified in Section 3.2(d) of the HealthAxis Disclosure Memorandum and assuming the consents, approvals, authorizations or permits and filings or notifications referred to in paragraph (iii) of this Section 3.2(d) are duly and timely obtained or made, any loan or credit agreement, note, mortgage, deed of trust, indenture, lease, or any other agreement,

obligation, instrument, concession or license or any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to HealthAxis, or any of its properties or assets, except, in the case of clause (B), for such Violations which would not, individually or in the aggregate, adversely affect HealthAxis and its Subsidiaries.

(iii) No consent, approval, order or authorization of, or registration, declaration or filing with, notice to, or permit from a Governmental Entity is required by or with respect to HealthAxis or any of its Subsidiaries in connection with the execution and delivery of this Agreement by HealthAxis or the consummation by HealthAxis or Insurdata of the transactions contemplated hereby, except for: (A) the filing of a pre- merger notification and report form under the HSR Act, and the expiration or termination of the applicable waiting period thereunder; (B) the filing of the Articles of Merger with the Secretary of State of the State of Texas and the Department of State of the Commonwealth of Pennsylvania; (C) such filings as may be required by applicable federal or state securities laws; and (D) where failure to obtain consent, give or make any approval, order, or authorization of, or registration, declaration or filing with notice to, or permit from a Governmental Entity would not have a Material Adverse Effect on HealthAxis.

(e) Government Filings. HealthAxis has made available to Insurdata a true and complete copy of each report or schedule filed by HealthAxis with any Governmental Entity.

(f) Information Supplied. None of the information supplied or to be supplied by HealthAxis and Provident to Insurdata and UICI contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading. The books of account and other financial records of HealthAxis and its Subsidiaries have been maintained in form and substance adequate for preparing audited financial statements in accordance with GAAP.

(g) Compliance with Applicable Laws.

(i) Except as disclosed in Section 3.2(g) of the HealthAxis Disclosure Memorandum, the business of HealthAxis and each of its Subsidiaries is being conducted in compliance in all material respects with all applicable laws, including, without limitation, all insurance laws, ordinances, rules and regulations, decrees and orders of any Governmental Entity, and all notices, reports, documents and other information required to be filed thereunder within the last three years were properly filed and were in compliance in all material respects with such laws.

(ii) HealthAxis and each of its Subsidiaries owns or validly holds all Licenses which are necessary for it to own, lease or operate its properties and assets and to conduct its business as now conducted, except for such Licenses the failure to hold which would not individually or in the aggregate have a Material Adverse Effect on HealthAxis. The business of HealthAxis and each of its Subsidiaries has been and is being conducted in compliance in all material respects with all such Licenses. All such Licenses are in full force and effect, and there is no proceeding or investigation pending or, to the knowledge of HealthAxis, threatened which would reasonably be expected to lead to the revocation, amendment, failure to renew, limitation, suspension or restriction of any such License.

(h) Absence of Certain Changes or Events. Since September 30, 1999, there has not been, occurred, or arisen any change, any event (including without limitation any damage, destruction, or loss whether or not covered by insurance), condition, or state of facts of any character with respect to the business or financial condition of HealthAxis or any of its Subsidiaries, except (i) as disclosed in Section 3.2(h) of the HealthAxis Disclosure Memorandum and (ii) for events in the ordinary course of business consistent with past practice that would not, individually or in the aggregate, result in a Material Adverse Effect on HealthAxis.

(i) Financial Statements; No Material Undisclosed Liabilities. The consolidated financial statements of HealthAxis dated at September 30, 1999 have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present, in accordance with the applicable requirements of GAAP, the consolidated financial position of its Subsidiaries, as of the dates thereof and the consolidated results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). HealthAxis has no Subsidiaries which are not consolidated for accounting purposes. Since September 30, 1999, neither HealthAxis nor any of its Subsidiaries has incurred any liabilities, except: (i) liabilities arising in the ordinary course of business consistent with past practice, which individually or in the aggregate would not have a Material Adverse Effect on HealthAxis; (ii) as specifically and individually reflected in Section 3.2(i) of the HealthAxis Disclosure Memorandum; or (iii) other liabilities, which, individually or in the aggregate, together with those liabilities referenced in subparagraphs (i) and (ii), would not have a Material Adverse Effect on HealthAxis.

(j) Litigation. Except as set forth on Section 3.2(j) of the HealthAxis Disclosure Memorandum, (A) there is no suit, action, investigation, arbitration or proceeding pending or, to the knowledge of HealthAxis, threatened against or affecting HealthAxis or any of its Subsidiaries, at law or in equity, before any person and (B) there

is no writ judgment, decree, injunction, rule or similar order of any Governmental Entity or arbitrator outstanding against HealthAxis or any of its Subsidiaries.

(k) Taxes. Except as set forth in Section 3.2(k) of the HealthAxis Disclosure Memorandum:

(i) HealthAxis and each of its Subsidiaries has (x) duly and timely filed (or there have been filed on their behalf) with the appropriate taxing authorities all Tax Returns required to be filed by them, and all such Tax Returns are true, correct and complete in all material respects and (y) timely paid or there have been paid on their behalf all Taxes shown to be due on such Returns.

(ii) Each of HealthAxis and its Subsidiaries has properly accrued on its respective financial statements all Taxes due for which HealthAxis or its Subsidiaries may be liable, whether or not shown on any Tax Return as being due (including by reason of being a member of an affiliated group or as a transferee of the assets of, or successor to, any corporation, person, association, partnership, joint venture or other entity). Each of HealthAxis and its Subsidiaries has established (and until the Closing Date shall continue to establish and maintain) on its books and records reserves that are adequate for the payment of all Taxes not yet due and payable.

(iii) Each of HealthAxis and its Subsidiaries has complied in all material respects with all applicable laws, rules and regulations relating to the payment and withholding of Taxes, including Taxes required to have been withheld in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party and sales, gross receipts and use taxes, and has, within the time and manner prescribed by law, withheld and paid over to the proper governmental authorities all amounts required to be withheld and paid over under all applicable laws, or such amount are held in separate bank accounts for such purpose.

(iv) There are no Liens for Taxes upon the assets or properties of HealthAxis or any of its Subsidiaries except for statutory liens for current Taxes not yet due.

(v) Neither HealthAxis nor any of its Subsidiaries has requested any extension of time within which to file any Tax Return in respect of any taxable year which has not since been filed.

(vi) Based upon HealthAxis' knowledge, Audits exist with regard to any Taxes or Tax Returns of HealthAxis or any of its Subsidiaries and there has not been received any written notice that such an Audit is pending or threatened with respect to any Taxes due from or with respect to HealthAxis or any of its Subsidiaries or any Tax

Return filed by or with respect to HealthAxis or any of its Subsidiaries No material issues have been raised in any examination by any taxing authority with respect to the businesses and operations or HealthAxis or its Subsidiaries which (i) reasonably could be expected to result in an adjustment to the liability for Taxes for such period examined or (ii), by application of similar principles, reasonably could be expected to result in an adjustment to the liability for Taxes for any other period not so examined.

(vii) None of HealthAxis and its Subsidiaries is a party to any Tax allocation or sharing agreement. None of HealthAxis and its Subsidiaries (A) has been a member of an affiliated group filing a consolidated federal income Tax Return (other than a group the common parent of which was Provident) or (B) has any liability for the Taxes of any other party (other than any of HealthAxis and its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

(l) Pension And Benefit Plans; ERISA.

(i) Section 3.2(l)(i) of the HealthAxis Disclosure Memorandum sets forth a complete list of all (A) "employee benefit plans" as defined in sections 3(3) of the ERISA; and (B) all retirement or deferred compensation plans, incentive compensation plans, stock plans, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or hospitalization program or any other fringe benefit arrangements for any current or former employee, director, consultant or agent, whether pursuant to contract, arrangement, custom or informal understanding, which does not constitute an employee benefit plan as defined in section 3(3) of ERISA, and (C) any employment agreement or consulting agreement, which HealthAxis, or any of its Subsidiaries or any trade or business, whether or not incorporated, that together with HealthAxis or any of its Subsidiaries would be deemed a "single employer" within the meaning of Section 4001(b) of ERISA (an "HealthAxis ERISA Affiliate"), maintains, is a party to, participates in or with respect to which has any liability or contingent liability (such plans and arrangements referred to as the "HealthAxis Benefit Plans").

(ii) With respect to each HealthAxis Benefit Plan, a complete and correct copy of each of the following documents (if applicable) has been provided or made available to HealthAxis: (A) the most recent plan and related trust documents, and all amendments thereto; (B) the most recent summary plan description, and all related summaries of material modifications thereto; (C) the most recent Form 5500 (including schedules and attachments); (D) the most recent IRS determination letter or request therefor; and (E) the most recent actuarial reports (including for purposes of Financial Accounting Standards Board report no. 87, 106 and 112), if any; and there have been no material changes in the financial condition in the respective plans from that stated in the annual reports and actuarial reports supplied. In the case of any HealthAxis Employee

Benefit Plan which is not in written form, Insurdata has been supplied with an accurate description of such HealthAxis Benefit Plan as in effect on the date hereof.

(iii) Except as set forth in Section 3.2(l)(iii) of the HealthAxis Disclosure Memorandum, HealthAxis Benefit Plans and their related trusts intended to qualify under Sections 401(a) and 501(a) of the Code, respectively, have received favorable determination letters from the Internal Revenue Service which cover all applicable law for which the remedial amendment period (within the meaning of Section 401(b) of the Code and applicable regulations) has expired; neither HealthAxis nor any of its respective HealthAxis ERISA Affiliates is aware of any event or circumstance that could reasonably be expected to result in the failure of such HealthAxis Benefit Plan or its related trust to be so qualified; and no event has occurred which will or could give rise to disqualification of any such plan under such sections or to a tax under section 511 of the Code.

(iv) Except as set forth in Section 3.2(l)(iv) of the HealthAxis Disclosure Memorandum, the HealthAxis Benefit Plans have been maintained and administered in all respects in accordance with their terms and applicable laws, and no event has occurred which will or could cause any such HealthAxis Benefit Plan to fail to comply with such requirements and no notice has been issued by any governmental authority questioning or challenging such compliance.

(v) Except as disclosed in Section 3.2(l)(v) of the HealthAxis Disclosure Memorandum, there are no pending or, to the knowledge of HealthAxis, threatened actions, claims or proceedings against or relating to any HealthAxis Benefit Plan other than routine benefit claims by persons entitled to benefits thereunder. There are no investigations or audits of or relating to any HealthAxis Benefit Plan. HealthAxis has no knowledge of any facts which could form the basis of any such investigation or audit.

(vi) Except as disclosed in Section 3.2(l)(vi) of the HealthAxis Disclosure Memorandum and as otherwise provided in Section 2.3, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (A) result in any payment becoming due to any employee (current, former or retired) of HealthAxis, (B) increase any benefits under any HealthAxis Benefit Plan, or (C) result in the acceleration of the time of payment of, vesting of or other rights with respect to any such benefits.

(vii) HealthAxis has no knowledge of any oral or written statement made by or on behalf of HealthAxis or a HealthAxis ERISA Affiliate regarding any HealthAxis Benefit Plan that was not in accordance with such Benefit Plan.

(viii) Actuarially adequate accruals for all obligations under the HealthAxis Benefit Plans are reflected in the financial statements of HealthAxis and such obligations include a pro rata amount of the contributions which would otherwise have been made in accordance with past practices and applicable law for the plan years which include the Closing Date.

(ix) Except as described in Section 3.2(l)(ix) of the HealthAxis Disclosure Memorandum, there have been no acts or omissions by HealthAxis which have given rise to or may give rise to fines, penalties, taxes or related charges under section 502 of ERISA or Chapters 43, 47 or 68 of the Code for which HealthAxis or any HealthAxis ERISA Affiliate may be liable.

(x) Except as described in section 3.2(l)(x) of the HealthAxis Disclosure Memorandum, none of the payments payable under the HealthAxis Benefit Plans would as a result of the Merger, in the aggregate, constitute excess parachute payments (as defined in section 280G of the Code (without regard to subsection (b)(4) thereof)).

(xi) No HealthAxis Benefit Plan is subject to Title IV of ERISA.

(xii) None of HealthAxis nor any HealthAxis ERISA Affiliate contributes to, has contributed to, or has any liability or contingent liability with respect to a multiemployer plan (as defined in section 3(37) of ERISA).

(xiii) There has been no act or omission that would impair the ability of Insurdata and the HealthAxis ERISA Affiliates (or any successor thereto) to unilaterally amend or terminate any HealthAxis Benefit Plan.

(xiv) Except as described in Section 3.2(l)(xiv) of the HealthAxis Disclosure Memorandum, there are no self-insured HealthAxis Benefit Plans. Except as described in Section 3.2(l)(xiv) of the HealthAxis Disclosure Letter, with respect to each self-insured HealthAxis Benefit Plan, HealthAxis and/or its Subsidiaries maintains a reserve of no less than twenty-five percent (25%) of the aggregate claims paid with respect to the most recently completed plan year.

(xv) Except as set forth in Section 3.2(1)(xv) of the HealthAxis Disclosure Memorandum, each HealthAxis Benefit Plan is fully funded to the extent that a benefit has accrued thereunder or that an account balance is maintained on behalf of an Employee notwithstanding whether, under the terms of such Plan or as permitted by applicable law, such Plan is not required to be funded. Except as set forth in Section 3.2(1)(xv) of the HealthAxis Disclosure Memorandum, each HealthAxis Benefit Plan is fully funded to the extent that a benefit has accrued thereunder or that an account balance

is maintained on behalf of an Employee notwithstanding whether, under the terms of such Plan or as permitted by applicable law, such Plan is not required to be funded.

(m) Labor Matters.

(i) Except as set forth in Section 3.2(m) of the HealthAxis Disclosure Memorandum, (A) neither HealthAxis nor any of its Subsidiaries is a party to any labor or collective bargaining agreement and no employees of HealthAxis or any of its Subsidiaries are represented by any labor organization; (B) within the preceding three years, there have been no representation or certification proceedings, or petitions seeking a representation proceeding, pending or, to the knowledge of HealthAxis, threatened in writing to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority; and (C) within the preceding three years, to the knowledge of HealthAxis, there have been no organizing activities involving HealthAxis or any of its Subsidiaries with respect to any group of employees of HealthAxis or any of its Subsidiaries.

(ii) There are no strikes, work stoppages, slowdowns, lockouts, material arbitrations or material grievances or other material labor disputes pending or threatened in writing against or involving HealthAxis or any of its Subsidiaries. There are no unfair labor practice charges, grievances or complaints pending or, to the knowledge of HealthAxis, threatened in writing by or on behalf of any employee or group of employees of HealthAxis or any of its Subsidiaries. Each of HealthAxis and its Subsidiaries relations with its employees are currently on a good and normal basis.

(iii) HealthAxis and each of its Subsidiaries is in compliance with all laws, regulations and orders relating to the employment of labor, including all such laws, regulations and orders relating to wages, hours, WARN Act, collective bargaining, discrimination, civil rights, safety and health, workers' compensation and the collection and payment of withholding and/or social security taxes and any similar tax, except where non compliance would not individually or in the aggregate adversely affect HealthAxis and its Subsidiaries taken as a whole in any material respect.

(n) Environmental Matters.

(i) Except as set forth in Section 3.2(n) of the HealthAxis Disclosure Memorandum:

(A) The operations of HealthAxis and each of its Subsidiaries have been and, as of the Closing Date, will be, in compliance with all Environmental Laws, except for such noncompliance which would not individually or in the

aggregate have a Material Adverse Effect on HealthAxis and its Subsidiaries;

(B) Neither HealthAxis nor any of its Subsidiaries is subject to any outstanding orders from, or agreements with, any Governmental Entity or other person respecting (x) Environmental Laws, (y) Remedial Action or (z) any Release or threatened Release of a Hazardous Material;

(C) Neither HealthAxis nor any of its Subsidiaries has received any written communication alleging, with respect to any such party, the violation of or potential liability under any Environmental Law;

(D) No judicial or administrative proceedings or governmental investigations are pending or, to the knowledge of HealthAxis, threatened against HealthAxis or any of its Subsidiaries alleging the violation of or seeking to impose liability pursuant to any Environmental Law; and

(E) No environmental approvals, clearances or consents are required under applicable law from any governmental entity or authority in order to consummate the transactions contemplated herein.

(ii) This Section 3.2(n) sets forth the sole representations and warranties of HealthAxis with respect to Environmental Laws.

(o) Property and Assets.

(i) Section 3.2(o)(i) of the HealthAxis Disclosure Memorandum sets forth all of the real property owned in fee by HealthAxis and its Subsidiaries. HealthAxis or its Subsidiaries have good and marketable title to each parcel of real property owned by them free and clear of all Liens, except as otherwise set forth in Section 3.2(o)(i) of the HealthAxis Disclosure Memorandum.

(ii) Each of the Real Property Leases under which HealthAxis or any of its Subsidiaries uses or occupies or has the right to use or occupy, now or in the future, any real property is valid, binding and in full force and effect, all rent and other sums and charges payable by HealthAxis or any of its Subsidiaries as a tenant thereunder are current, and no termination event or condition or uncured default of a material nature on the part of HealthAxis or any of its Subsidiaries or, to HealthAxis' knowledge, the

landlord, exists under any Real Property Lease. HealthAxis and its Subsidiaries have a good and valid leasehold interest in each parcel of real property leased by them free and clear of all Liens, except as otherwise set forth in Section 3.2(o)(ii) of the HealthAxis Disclosure Memorandum. Except as set forth in Section 3.2(o)(ii) of the HealthAxis Disclosure Memorandum, all real property used or occupied by HealthAxis or any HealthAxis Subsidiary is structurally sound and in good condition, normal wear and tear excepted, and is sufficient for its current uses and the operations and business of HealthAxis and its Subsidiaries as presently conducted.

(iii) Except as set forth in Section 3.2(o)(iii) of the HealthAxis Disclosure Memorandum, HealthAxis and its Subsidiaries own good and indefeasible title to, or have a valid leasehold interest in or a valid right under contract to use, all tangible personal property that is used in the conduct of their business, free and clear of any Liens, except for any mechanics or similar statutory liens arising in the ordinary course of business. All such tangible personal property is in good operating condition and repair (normal wear and tear excepted) and is suitable for its current uses and the operations and business of HealthAxis and its Subsidiaries as presently conducted.

(p) Intellectual Property.

(i) Section 3.2(p) of the HealthAxis Disclosure Memorandum sets forth, for the Intellectual Property owned by HealthAxis or any of its Subsidiaries, a complete and accurate list of all U.S. and foreign (a) Patents and Patent Applications; (b) Trademarks; (c) Copyright registrations and mask work, Copyright and mask work applications, and material unregistered Copyrights. Section 3.2(p) of the HealthAxis Disclosure Memorandum lists all Software (other than readily available commercial software programs) which are owned, licensed, leased, by HealthAxis or any of its Subsidiaries, and identifies which Software is owned, licensed, or leased, as the case may be, and, for all HealthAxis Software, provides a product description of the HealthAxis Software, the language in which it was written and the types of hardware platforms on which it runs.

(ii) Section 3.2(p) of the HealthAxis Disclosure Memorandum sets forth a complete and accurate list of all agreements, enforceable understandings and enforceable commitments (whether oral or written, and whether between HealthAxis or any of its Subsidiaries and third parties or inter-corporate) to which HealthAxis or any of its Subsidiaries is a party or otherwise bound, (i) granting or obtaining any right to use or practice any rights under any Intellectual Property, or (ii) restricting HealthAxis' or any of its Subsidiaries' rights to use any Intellectual Property, including License Agreements. The License Agreements are valid and binding obligations of all parties thereto, enforceable in accordance with their terms, and there exists no event or condition which will result in a violation or breach of, or constitute (with or without due notice of lapse of

time or both) a default by any party under any such License Agreement. Neither HealthAxis nor any of its Subsidiaries has licensed or sublicensed its rights in any Intellectual Property other than pursuant to the License Agreements and there are no exclusive License Agreements for HealthAxis Software or other Intellectual Property owned by HealthAxis and its Subsidiaries. No royalties, honoraria or other fees are payable by HealthAxis or any of its Subsidiaries to any third parties for the use of or right to use any Intellectual Property except, pursuant to the License Agreements.

(iii) Except as set forth on Section 3.2(p) of the HealthAxis Disclosure Memorandum:

(A) HealthAxis or one of its Subsidiaries owns, or has a valid right to use, free and clear of all Liens, all of the Intellectual Property necessary to permit the operation of HealthAxis and its Subsidiaries as presently conducted and as proposed to be conducted. HealthAxis or one of its Subsidiaries is listed in the records of the appropriate United States, state, or foreign registry as the sole current owner of record for each application and registration listed on Section 3.2(p) of the HealthAxis Disclosure Memorandum.

(B) All of such HealthAxis Software and other Intellectual Property were created as a work for hire (as defined under U.S. copyright law) for HealthAxis or its

Subsidiaries. To the extent that any author or developer of any HealthAxis Software or other Intellectual Property was not a regular full-time salaried employee of HealthAxis or its Subsidiaries at the time such person contributed to such HealthAxis Software or other Intellectual Property, such author or developer has executed agreements assigning to HealthAxis or its Subsidiaries all of such HealthAxis Software and Intellectual Property developed by such author or developer.

(C) The Intellectual Property owned by HealthAxis or any of its Subsidiaries and, to the knowledge of HealthAxis and its Subsidiaries, any Intellectual Property used by HealthAxis or any of its Subsidiaries, is subsisting, in full force and effect, and has not been canceled, expired, or abandoned, and is valid and enforceable.

(D) There is no pending or, to the knowledge of HealthAxis and its Subsidiaries, threatened claim, suit, arbitration or other adversarial proceeding before any court, agency, arbitral tribunal, or registration authority in any jurisdiction (i) involving the Intellectual Property owned by HealthAxis or any of its Subsidiaries, or to the knowledge of HealthAxis and its Subsidiaries, the Intellectual Property licensed to HealthAxis or any of its Subsidiaries or (ii) alleging that the activities or the conduct of HealthAxis' or any of its Subsidiaries' business does nor will infringe upon, violate or constitute the unauthorized use of the intellectual property rights of any third party or challenging the ownership, use, validity, enforceability or registrability of any Intellectual Property by HealthAxis or any of its Subsidiaries. There are no settlements, forebearances to use, consents, judgments, or orders or similar obligations other than the License Agreements which (a) restrict HealthAxis' or any of its Subsidiaries' rights to use any Intellectual property, (b) restrict HealthAxis' or any Subsidiaries' business in order to accommodate a third party's intellectual property rights or (c) permit third parties to use any Intellectual Property owned or controlled by HealthAxis or any of its Subsidiaries.

(E) No other Software, other than ordinary upgrades to the HealthAxis Software, is used to operate the business of HealthAxis and its Subsidiaries as presently conducted. To the best knowledge of HealthAxis, no rights of any third party are necessary to market, license, sell, modify, update, and/or create derivative works for the HealthAxis Software listed at Section 3.2(p) of the HealthAxis Disclosure Memorandum as presently and contemplated to be marketed, licensed, sold, modified, updated and/or created by HealthAxis.

(F) HealthAxis and its Subsidiaries maintains machine-readable master-reproducible copies of the object and executable code, master reproducible copies of the source code listings, technical documentation and user manuals for the most current releases or versions of the HealthAxis Software and for all earlier releases or versions thereof currently being supported by HealthAxis and its

Subsidiaries; in each case, the machine-readable copy of the object and executable code substantially conforms to the corresponding source code listing from which it was compiled; the HealthAxis Software is written in the language as set forth Section 3.2(p) of the HealthAxis Disclosure Memorandum, for use on the hardware set forth at Section 3.2(p) of the HealthAxis Disclosure Memorandum with standard operating systems; the HealthAxis Software can be maintained and modified by reasonably competent programmers familiar with such language, hardware and operating systems; in each case, each component of the HealthAxis Software that creates, accepts, displays, stores, retrieves, accesses, recognizes, distinguishes, compares, sorts, manipulates, processes, calculates or otherwise uses dates or date-related data will do so accurately, without operating defects, using dates in the twentieth and twenty-first centuries, and will not be adversely affected by the advent of the year 2000, the advent of any leap year, the advent of the twenty-first century, or the transition from the twentieth century through the year 2000 and into the twenty-first century, provided that all hardware and operating software in connection with which the HealthAxis Software is used perform in such a manner; with respect to the hardware and third party application and operating software with which the HealthAxis Software is used, HealthAxis and its Subsidiaries have received written assurances from the hardware manufacturers and third party software licensors that this hardware and software is Y2K Compliant and such hardware and software have successfully completed Y2K Compliance testing administered by or on behalf of HealthAxis and its Subsidiaries, to the knowledge of HealthAxis and its Subsidiaries the HealthAxis Software does not contain any unauthorized code such as a virus, Trojan horse, worm, or other software routine designed to permit unauthorized access to disable, erase or otherwise harm the HealthAxis Software, hardware or data automatically, with the passage of time, or under the control of a person other than the Merger Parties. The twenty-first century will be deemed to commence on January 1, 2001.

(G) HealthAxis and its Subsidiaries have taken reasonable precautions to test for and prevent unauthorized codes such as viruses, Trojan horses, worms, or other software routines designed to permit unauthorized access to disable, erase or otherwise harm the HealthAxis Software with the passage of time, or under the control of a person other than HealthAxis or its Subsidiaries. No export control licenses are necessary for the HealthAxis Software in order to permit the operation of the business of HealthAxis and its Subsidiaries as presently conducted.

(H) The conduct of HealthAxis' and its Subsidiaries' business as currently conducted or planned to be conducted does not infringe upon (either directly or indirectly such as through contributory infringement or inducement to infringe) any intellectual property rights owned or controlled by any third party. To the knowledge of HealthAxis and its Subsidiaries, no third party is misappropriating, infringing, or violating any Intellectual Property owned or used by HealthAxis or any of its Subsidiaries and no such claims, suits, arbitrations or other adversarial proceedings have been brought against any third party by HealthAxis or any of its Subsidiaries which remain unresolved.

(I) HealthAxis and each of its Subsidiaries take reasonable measures to protect the confidentiality of and all proprietary rights in its Trade Secrets, including requiring its employees and other parties having access thereto to execute written non-disclosure agreements. To the knowledge of HealthAxis and its Subsidiaries, no Trade Secret has been disclosed or authorized to be disclosed to any third party other than pursuant to a non-disclosure agreement. To the knowledge of HealthAxis and its Subsidiaries, no party to any non-disclosure agreement relating to its Trade Secrets is in breach or default thereof.

(J) No current or former partner, director, officer, or employee of HealthAxis or any of its Subsidiaries (or any of their respective predecessors in interest) will, after giving effect to the transactions contemplated herein, own or retain any rights in or to (including, but not limited to, the right to royalty payments) any of the Intellectual Property owned,

marketed, used or under development by HealthAxis and its Subsidiaries.

(iv) The consummation of the transactions contemplated hereby will not result in the loss or impairment of HealthAxis' or any of its Subsidiaries' rights to own or use any of the Intellectual Property, nor will it require the consent of any governmental authority or third party in respect of any such Intellectual Property.

(q) Material Contracts. Section 3.2(q) of the HealthAxis Disclosure Memorandum contains a true and complete list of each of the following written or oral Contracts in effect as of the date of this Agreement (true and complete copies of any written Contract or summaries in writing describing any oral Contract of which have been made available to Insurdata) to which HealthAxis or any of its Subsidiaries is a party or by which any of their respective assets or properties is or may be bound (each of which is a "HealthAxis Material Contract"):

(i) all employment, agency (other than insurance agency), consultation, or representation Contracts or other Contracts of any type (including without limitation loans or advances) with any present officer, director, Key Employee (as defined below), agent (other than an insurance agent), consultant, or other similar representative of HealthAxis or any of its Subsidiaries (or former officer, director, Key Employee, agent (other than an insurance agent), consultant or similar representative of HealthAxis or any of its Subsidiaries if there exists any present or future liability with respect to such Contract);

(ii) all Contracts relating to the borrowing of money by HealthAxis, relating to the deferred purchase price for property or services, or relating to the direct or indirect guarantee by HealthAxis or any of its Subsidiaries of any liability;

(iii) all Contracts pursuant to which HealthAxis or any of its Subsidiaries has agreed to indemnify or hold harmless any person or entity (other than indemnifications or hold harmless covenants in the ordinary course of business and consistent with past practice);

(iv) all leases or subleases of real property used in the business, operations, or affairs of HealthAxis or any of its Subsidiaries;

(v) all Contracts under which any rights in and/or ownership of any material software products, technology or other intangible property of HealthAxis or its Subsidiaries was acquired; and

(vi) any other Contract requiring the payment of at least $250,000 or which cannot be terminated upon 60 days or less notice.

Each Contract disclosed or required to be disclosed in Section 3.2(q) of the HealthAxis Disclosure Memorandum is in full force and effect and constitutes a legal, valid and binding obligation of HealthAxis or any of its Subsidiaries to the extent any such entity is a party thereto and, to the knowledge of HealthAxis, each other party thereto. Neither HealthAxis nor any of its Subsidiaries has received from any other party to such Contract any written notice of termination or intention to terminate or not to honor the terms of such Contract, or to the knowledge of HealthAxis, any oral notice of termination or intention to terminate or not to honor the terms of such Contract. Except as set forth in Section 3.2(q) of the HealthAxis Disclosure Memorandum, neither HealthAxis nor any of its Subsidiaries nor, to the knowledge of HealthAxis, any other party to such Contract is in violation or breach of or default under any such Contract (or with or without notice or lapse of time or both, would be in violation or breach of or default under any such Contract), which violations, breach or default would individually or in the aggregate have a Material Adverse Effect on HealthAxis.

(r) Related Party Transactions. Except as set forth in Section 3.2(r) of the HealthAxis Disclosure Memorandum, no Related Party of HealthAxis (i) has borrowed any monies from or has outstanding any indebtedness, liabilities or other similar obligations to HealthAxis or any of its Subsidiaries; (ii) owns any direct or indirect interest of any kind in, or is a director, officer, employee, partner, affiliate or associate of, or consultant or lender to, or borrower from, or has the right to participate in the management, operations or profits of, any person or entity which is (A) a competitor, supplier, customer, distributor, lessor, tenant, creditor or debtor of HealthAxis or any of its Subsidiaries, (B) engaged in a business related to the business of HealthAxis or any of its Subsidiaries, or (C) participating in any transaction to which HealthAxis or any of its Subsidiaries is a party; or (iii) is otherwise a party to any contract, arrangement or understanding with HealthAxis or any of its Subsidiaries.

(s) Liens. Except as set forth in Section 3.2(s) of the HealthAxis Disclosure Memorandum, neither HealthAxis nor any of its Subsidiaries has granted, created, or suffered to exist with respect to any of its assets, any Liens.

(t) Operations; Insurance. Section 3.2(t) of the HealthAxis Disclosure Memorandum contains a true and complete list and description of all liability, property, workers compensation, directors and officers liability, and other similar insurance policies or agreements that insure the business, operations, or affairs of HealthAxis and its Subsidiaries or affect or relate to the ownership, use, or operations of any of the assets or properties of HealthAxis and its Subsidiaries. Excluding insurance policies that have expired and been replaced in the ordinary course of business, no insurance policy has been canceled within the last year except as disclosed in Section 3.2(t) of the HealthAxis

Disclosure Memorandum, and, to the knowledge of HealthAxis or its Subsidiaries, no threat has been made to cancel any insurance policy of any of HealthAxis or its Subsidiaries during such period and, to HealthAxis's knowledge, there is no basis for any such cancellation. Except as set forth in Section 3.2(t) of the HealthAxis Disclosure Memorandum, there are no claims that are pending under any of the insurance policies described in Section 3.2(t)of the HealthAxis Disclosure Memorandum.

(u) Board Recommendation. The Board of Directors of HealthAxis, at a meeting duly called and held or by unanimous written consent, has by the requisite vote of directors determined that this Agreement and the transactions contemplated hereby (including any amendment to the Articles of Incorporation or Bylaws of HealthAxis and the authorization of any increase in the number of shares of HealthAxis Common Stock authorized to be issued and any class of HealthAxis Preferred Stock) are fair to and in the best interests of the shareholders of HealthAxis be and has approved the same, and resolved to recommend that the shareholders of HealthAxis approve this Agreement and the transactions contemplated herein. The Board of Directors of HealthAxis has taken all action necessary to exempt the transactions contemplated by this Agreement from (i) the operation of any "fair price," "moratorium," "control share acquisition," "business combination" or any other

Takeover Statute and (ii) any restrictions or limitations set forth in the Articles of Incorporation or Bylaws of HealthAxis, other than approval by the requisite shareholders of HealthAxis.

(v) Vote Required. The affirmative vote of the holders of a majority of HealthAxis Common Stock and of a majority of each class of HealthAxis Preferred Stock are the only votes of the holders of any class or series of HealthAxis' capital stock necessary under applicable law or otherwise, to approve the Merger and the other transactions contemplated hereby on the part of HealthAxis.

(w) No Brokers. Except for BancBoston Robertson Stephens (whose fee shall not exceed the amount set forth on Section 3.2(w) of the HealthAxis Disclosure Memorandum), no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of HealthAxis or any of its Subsidiaries.

(x) Questionable Payments. To the knowledge of HealthAxis, no current or former director, officer, representative, agent or employee of HealthAxis or any of its Subsidiaries (when acting in such capacity or otherwise on behalf of HealthAxis or any of its Subsidiaries) (i) has used or is using corporate funds for any illegal contributions, gifts, entertainment or other unlawful expenses relating to political activity; (ii) has used or is using any corporate funds for any direct or indirect unlawful payments to any foreign or domestic government officials or employees; (iii) has violated or is violating

any provision of the Foreign Corrupt Practices Act of 1977, (iv) has established or maintained, or is maintaining, any unlawful or unrecorded fund of corporate monies or other properties, (v) has made any false or fictitious entries on the books and records of HealthAxis or any of its Subsidiaries, (vi) has made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of any nature using corporate funds or otherwise on behalf of HealthAxis or any of its Subsidiaries; or (vii) made any material gift of assets or services that is not deductible for federal income tax purposes using corporate funds or otherwise on behalf of HealthAxis or any of its Subsidiaries.

(y) Offerings. The disclosure documents, if any, and all other information, in writing or otherwise, provided to prospective purchasers in the offering by HealthAxis of its securities on the terms and conditions set forth on Schedule 3 hereto (the "HealthAxis Offering") and the offering by HealthAxis of its securities on the terms and conditions set forth on Schedule 4 hereto (the "Provident Offering"), the proceeds of which are being funded prior to or contemporaneously with the execution and delivery of this Agreement, does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The offering and sale of the securities in the HealthAxis Offering and the Provident Offering will not be required to be registered under Section 5 of the Securities Act of 1933, as amended, or under applicable state securities laws and otherwise has been and will be made in compliance with all applicable federal and state securities laws.

3.3 Representations and Warranties of UICI. UICI represents and warrants to HealthAxis and Provident as follows:

(a) Organization, Standing and Power. UICI is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted and is duly qualified or licensed to do business as a foreign corporation and in good standing to conduct business in each jurisdiction in which the business it is conducting, or the operation, ownership or leasing of its properties, makes such qualification or license necessary, other than such jurisdictions where the failure so to qualify or become so licensed would not individually or in the aggregate have a Material Adverse Effect on UICI. UICI is the record and beneficial owner of a majority of the issued and outstanding shares of capital stock of Insurdata.

(b) Authority; No Violations; Consents and Approvals.

(i) UICI has all requisite corporate power and authority to enter into this Agreement (including the agreements attached as Exhibits to this Agreement to which it is a party) and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement (including the agreements attached as Exhibits to this Agreement to which it is a party) and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of UICI and, assuming that this Agreement constitutes the valid and binding agreement of HealthAxis and Provident, constitutes a valid and binding obligation of UICI enforceable in accordance with its terms and conditions except that the enforcement hereof may be limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors' rights generally and (B) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and (C) any ruling or action of any Governmental Entity as set forth in this Article III.

(ii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by UICI will not conflict with, or result in any Violation pursuant to, (A) any provision of the Articles of Incorporation or Bylaws of UICI or the comparable documents of any of its Subsidiaries (other than Insurdata) or (B) any loan or credit agreement, note, mortgage, deed of trust, indenture, lease, or any other agreement, obligation, instrument, concession or license or any judgment, order, decree, statue, law, ordinance, rule or regulation applicable to UICI, or any of its properties or assets, except, in the case of clause (B), for such Violations which would not, individually or in the aggregate, materially and adversely affect the ability of UICI to consummate the transactions contemplated hereby.

(iii) No consent, approval, order or authorization of, or registration, declaration or filing with, notice to, or permit from any Governmental Entity is required by or with respect to UICI or any of its Subsidiaries (other than Insurdata) in connection with the execution and delivery of this Agreement by UICI or the consummation by UICI of the transactions contemplated hereby, except for: (A) the filing of a pre-merger notification and report form under the HSR Act, and the expiration or termination of the applicable waiting period thereunder; (B) the filing of the Articles of Merger with the Secretary of State of the State of Texas and the Department of State of the Commonwealth of Pennsylvania; (C) such filings as may be required by applicable federal or state securities laws; and (D) where the failure to obtain, give or make consent, approval, order, or authorization of, or registration, declaration or filing with, notice to, or permit from a Government Entity would not materially and adversely affect the ability of the Parties to consummate the transactions contemplated hereby.

(c) Insurdata Tax Representations. To the best knowledge of UICI, the representations of Insurdata in Section 3.1(k) are correct and complete.

3.4 Representations and Warranties of Provident. Provident represents and warrants to Insurdata and UICI as follows:

(a) Organization, Standing and Power. Provident is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania, has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted and is duly qualified or licensed to do business as a foreign corporation and in good standing to conduct business in each jurisdiction in which the business it is conducting, or the operation, ownership or leasing of its properties, makes such qualification or license necessary, other than such jurisdictions where the failure so to qualify or become so licensed would not individually or in the aggregate have a Material Adverse Effect on Provident. Provident is the record and beneficial owner of a majority of the issued and outstanding shares of HealthAxis Common Stock.

(b) Authority; No Violations; Consents and Approvals.

(i) Provident has all requisite corporate power and authority to enter into this Agreement (including the agreements attached as Exhibits to this Agreement to which it is a party) and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement (including the agreements attached as Exhibits to this Agreement to which it is a party) and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Provident (including the receipt of an opinion of HealthAxis's financial advisor to the effect that the consideration to be paid in the Merger is fair from a financial point of view) and, assuming that this Agreement constitutes the valid and binding agreement of HealthAxis and Provident, constitutes a valid and binding obligation of Provident enforceable in accordance with its terms and conditions except that the enforcement hereof may be limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors' rights generally and (B) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity) and (C) any ruling or action of any Governmental Entity as set forth in this Article III.

(ii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Provident will not conflict with, or result in any Violation pursuant to, (A) any provision of the Articles of Incorporation or Bylaws of Provident or the comparable documents of any of its

Subsidiaries (other than HealthAxis) or (B) any loan or credit agreement, note, mortgage, deed of trust, indenture, lease, or any other agreement, obligation, instrument, concession or license or any judgment, order, decree, statue, law, ordinance, rule or regulation applicable to Provident, or any of its properties or assets, except, in the case of clause (B), for such Violations which would not individually or in the aggregate materially and adversely affect the ability of Provident to consummate the transactions contemplated hereby.

(iii) No consent, approval, order or authorization of, or registration, declaration or filing with, notice to, or permit from any Governmental Entity is required by or with respect to Provident or any of its Subsidiaries (other than HealthAxis) in connection with the execution and delivery of this Agreement by Provident or the consummation by Provident of the transactions contemplated hereby, except for: (A) the filing of a pre-merger notification and report form under the HSR Act, and the expiration or termination of the applicable waiting period thereunder; (B) the filing of the Articles of Merger with the Secretary of State of the State of Texas and the Department of State of the Commonwealth of Pennsylvania; (C) such filings as may be required under applicable federal or state securities laws; and (D) where the failure to obtain consent, approval, order, or authorization of, or registration, declaration or filing with, notice to, or permit from a Government Entity would not materially and adversely affect the ability of the Parties to consummate the transactions contemplated hereby.

(c) HealthAxis Tax Representations. To the best knowledge of Provident, the representations of HealthAxis in Section 3.2(k) are correct and complete.

ARTICLE IV
COVENANTS RELATING TO CONDUCT OF BUSINESS

4.1 Covenants of Insurdata and HealthAxis. During the period from the date of this Agreement and continuing until the earlier of (i) the Effective Time or (ii) the termination of this Agreement pursuant to Article VII, both Insurdata and HealthAxis agree (and have caused their respective Subsidiaries to agree) as follows (except to the extent that HealthAxis or Insurdata, as the case may be, shall consent in writing, which consent shall not be unreasonably withheld or delayed):

(a) Ordinary Course. Each Merger Party will (and will cause each of its Subsidiaries to) conduct its business only in the ordinary course and consistent with past practices. Without limiting the generality of the foregoing and except as expressly provided herein:

(i) Each Merger Party will use (and will cause each of its Subsidiaries to use) reasonable best efforts to (A) maintain in full force and effect all Material

Contracts, except those which expire in accordance with their terms and (B) maintain all Licenses, qualifications, and authorizations of the Merger Parties to do business in each jurisdiction in which it is so licensed, qualified, or authorized, except in the case of (A) and (B) above where it is determined in good faith by the Board of Directors of the Merger Party that the maintenance of any such Material Contract or License, qualification or authorization is no longer necessary or advisable for the conduct of business of such Merger Party as presently conducted or as proposed to be conducted after the Effective Time, after consultation with the other Merger Party.

(ii) Each Merger Party will (and will cause each of its Subsidiaries to) in all material respects (A) maintain all its assets and properties in good working order and condition (ordinary wear and tear excepted), and (B) continue all current marketing and selling activities relating to its business, operations and affairs, except where it is determined in good faith by the Board of Directors that such assets, properties or marketing or selling activities are no longer necessary or advisable for the conduct of business of such Merger Party as presently conducted or as proposed to be conducted after the Effective Time, after consultation with the other Merger Party.

(iii) Each Merger Party will (and will cause each of its Subsidiaries to) maintain its books and records in the usual manner and consistent with past practice and will not permit a material change in any underwriting, investment, actuarial, financial reporting, tax, or accounting practice or policy or in any assumption underlying such a practice or policy, or in any method of calculating any bad debt, contingency, insurance, or other reserve for financial reporting purposes or for other accounting purposes (including any practice, policy, assumption, or method relating to or affecting the determination of its insurance in force, premium or investment income, reserves or other similar amounts, or operating ratios with respect to expenses, losses or lapses).

(iv) Each Merger Party will (and will cause each of its Subsidiaries to) (A) prepare properly and to file duly and validly all Tax Returns required to be filed prior to the Closing Date with the appropriate taxing authority, (B) pay duly and fully all Taxes which are due with respect to the periods covered by such Tax Returns or otherwise levied or assessed upon such entity or any of its assets or properties, and to withhold or collect and pay to the proper taxing authorities all Taxes that such entity is required to so withhold or collect and pay, unless such taxes are being contested in good faith and (C) provide the other Merger Party with copies of all federal income tax returns and all material state income tax returns as soon as practicable after the preparation, but prior to the filing, thereof. Each Merger Party agrees not to make or permit to be made (and will prohibit its Subsidiaries from making) without the written consent of the other Merger Party any tax election or settle or compromise any income tax liability that may reasonably be expected to be material to the Merger Parties and their respective Subsidiaries taken as a whole.

(v) Insurdata will (and will cause each of its Subsidiaries to) use its reasonable best efforts to maintain in full force and effect substantially the same levels of insurance coverage as is afforded under the insurance coverage described in Section 3.1(t) of the Insurdata Disclosure Memorandum and HealthAxis will (and will cause each of its Subsidiaries to) use its reasonable best efforts to maintain in full force and effect substantially the same levels of insurance coverage as is afforded under the insurance coverage described in Section 3.2(t) of the HealthAxis Disclosure Memorandum.

(vi) Each Merger Party will (and will cause each of its Subsidiaries to) continue to comply in all material respects with all laws applicable to its business, operations or affairs.

(vii) Each Merger Party shall not (and shall cause each of its Subsidiaries to not): (A) except in the ordinary course of business consistent with past practice or as may be required pursuant to any agreement entered into prior to the date hereof, grant any increases in the compensation of any of its directors, officers or Key Employees; (B) pay or agree to pay any pension, retirement allowance or other employee benefit not required to be paid prior to the Effective Time by any of the existing Benefit Plans as in effect on the date hereof to any such director, officer or employee, whether past or present; (C) enter into any new, or amend, modify or grant any consent or waiver with respect to any existing, employment, retention or severance or termination agreement with any director, officer or employee; or (D) become obligated under any new benefit plan, which was not in existence on the date hereof, or amend any such plan or arrangement in existence on the date hereof if such amendment would have the effect of enhancing any benefits thereunder.

(viii) Each Merger Party shall not (and shall cause each of their respective Subsidiaries to not) assume or incur (which shall not be deemed to include entering into credit agreements, lines of credit or similar arrangements until borrowings are made under such arrangements) any indebtedness for borrowed money or guarantee any such indebtedness or issue or sell any debt securities or warrants or rights to acquire any debt securities of the Merger Parties or any of their respective Subsidiaries or guarantee any debt securities of others or enter into any lease (whether such lease is an operating or capital lease) or create any Liens on the property of the Merger Parties or any of their respective Subsidiaries in connection with any indebtedness thereof, or enter into any "keep well" or other agreement or arrangement to maintain the financial condition of another person.

(ix) Each Merger Party shall not (and shall cause each of its respective Subsidiaries to not) pay, discharge, settle or satisfy any claims, liabilities or obligations (absolute, accrued, asserted or unasserted, contingent or otherwise), other than the

payment, discharge or satisfaction, in the ordinary course of business consistent with past practice. Neither Merger Party shall effect (and shall prohibit each of their respective Subsidiaries from effecting) any settlements of any legal proceedings without the prior written consent (such consent not to be unreasonably withheld) of the other Merger Party.

(x) Except for any transactions contemplated by this Agreement, neither Merger Party shall, nor shall either Merger Party permit any Subsidiary to, enter into any agreement or arrangement with any Related Party, other than wholly owned Subsidiaries.

(xi) Each Merger Party will (and shall cause each of its respective Subsidiaries to), (i) conduct its business in a diligent manner, (ii) not make any material changes in its business practices and (iii) use its reasonable best efforts to preserve its business organization intact, keeping available the services of its current officers, employees, agents and representatives, and maintaining the goodwill of its customers, suppliers and other persons with which it has business relations.

(b) Dividends; Changes in Stock. Neither of the Merger Parties nor any of their respective Subsidiaries shall (i) declare or pay any dividends on or make other distributions in respect of any of its capital stock, (ii) split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for, shares of its capital stock, or (iii) repurchase or otherwise acquire any shares of its capital stock, except as required by the terms of any employee benefit plan as in effect on the date of this Agreement.

(c) Issuance of Securities. Neither of the Merger Parties nor any of their respective Subsidiaries shall (i) except in the ordinary course of business consistent with past practices pursuant to its respective Stock Option Plans, grant any options, warrants or rights, to purchase shares of its capital stock, (ii) amend the terms of or reprice any warrant or option currently outstanding or amend the terms of the stock option plans currently in existence, or (iii) except as expressly provided in this Agreement, issue, deliver or sell, or pledge or otherwise encumber any shares of its capital stock, or authorize or propose to issue, deliver or sell, any shares of its capital stock or any securities convertible into, or any rights, warrants or options to acquire, any such shares or convertible securities, or agree to do any of the foregoing, other than the issuance of shares and capital stock upon the exercise of options or warrants that are outstanding on the date of this Agreement.

(d) No Acquisitions; No Subsidiaries. Neither Merger Party nor any Subsidiary of such Merger Party shall merge or consolidate with, or acquire any equity interest in, any corporation, partnership, association or other business organization, or enter into an agreement with respect thereto. Neither Merger Party nor any Subsidiary of

such Merger Party shall (i) acquire or agree to acquire any assets of any corporation, partnership, association or other business organization or division thereof, except for the purchase of inventory and supplies in the ordinary course of business, (ii) begin to engage in any new type of business or (iii) create any Subsidiary.

(e) No Dispositions. Other than dispositions set forth in Section 4.1(e) of the applicable Disclosure Memorandum of a Merger Party and dispositions in the ordinary course of business consistent with past practice which are not material, individually or in the aggregate, to such party, neither Merger Party nor any Subsidiary of such Merger Party shall sell, lease (whether such lease is an operating or capital lease), encumber or otherwise dispose of, or agree to sell, lease, encumber or otherwise dispose of, any of its properties.

(f) Maintenance of Existence; No Dissolution, Etc. Except as otherwise permitted or contemplated by this Agreement, each Merger Party shall (and shall cause each of its respective Subsidiaries to) maintain its existence and good standing in their respective jurisdictions of incorporation or organization and neither Merger Party nor any of their respective Subsidiaries shall authorize, recommend, propose or announce an intention to adopt a plan of complete or partial liquidation or dissolution of such entity.

4.2 Actions of Parties. Except as contemplated or permitted by this Agreement, no Party shall authorize, take or agree or commit to (and shall cause each of its respective Subsidiaries to take or commit or agree to) take any action that is reasonably likely to result in any of the representations or warranties hereunder being untrue in any material respect or in any of the covenants hereunder or any of the conditions to the Merger not being satisfied in all material respects.

ARTICLE V

ADDITIONAL AGREEMENTS

5.1 Securities Offering. Prior to or contemporaneously with the execution and delivery of this Agreement, HealthAxis shall have completed the HealthAxis Offering and the Provident Offering, all upon the terms and conditions set forth on Schedule 3 and Schedule 4 to this Agreement, respectively.

5.2 Contract and Regulatory Approvals. The Parties will use (and will cause each of their respective Subsidiaries to use) their reasonable best efforts to obtain as promptly as practicable (a) all approvals and consents required of any person or entity under all Contracts to which any Party or any of its Subsidiaries is a party to consummate the transactions contemplated hereby, and (b) all approvals, authorizations, and clearances of Governmental Entities required of any Party and each of its Subsidiaries to consummate the transactions contemplated hereby. The Parties will, and will cause each of its Subsidiaries to, (i) provide such

other information and communications to such Governmental Entities as any other Party or such authorities may reasonably request, and (ii) cooperate with any Party in obtaining, as promptly as practicable, all approvals, authorizations, and clearances of governmental or regulatory authorities and other persons or entities required of any other Party to consummate the transactions contemplated hereby. Without limiting the generality of the foregoing, the Parties shall use their reasonable best efforts to take or cause to be taken all actions necessary, proper or advisable to obtain any consent, waiver, approval or authorization relating to any federal, state or local statutes, rules, regulations, orders, decrees, administrative and judicial doctrines and other laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade and includes the HSR Act that is required for consummation of the transactions contemplated by this Agreement; provided, however, that the foregoing shall not obligate any Party to agree to take any action which would have a Material Adverse Effect on the expected benefits to such Party of the transactions contemplated hereby.

5.3 HSR Filings. The Parties will (a) take all actions necessary to make the filings required of it or its affiliates under the HSR Act with respect to the transactions contemplated by this Agreement, (b) comply with any request for additional information received by any other Party or its affiliates from the Federal Trade Commission or Antitrust Division of the Department of Justice pursuant to the HSR Act, (c) cooperate with any other Party in connection with such Party's filings under the HSR Act, and (d) request early termination of the applicable waiting period.

5.4 Access to Information; Confidentiality.

(a) Upon reasonable notice, each Merger Party shall (and shall cause each of their respective Subsidiaries to) afford to the officers, employees, accountants, counsel and other representatives of each other Party, reasonable access to the personnel, facilities and assets of such Merger Party and to all existing books, records, tax returns, work papers and other documents and information relating to such Merger Party and provide to the other Merger Party with such copies of the existing books, records, tax returns, work papers and other documents and information relating to such Merger Party, and with such additional financial, operating and other data and information regarding such Merger Party as may be reasonably requested.

(b) The Parties and their respective representatives will hold all non-public information obtained from any other Party in connection with the transactions contemplated hereby in confidence and will not, except as required by law, without the prior written consent of the other Parties, disclose such information other than for purposes of evaluating the transactions contemplated hereby.

5.5 Fees and Expenses. Except as otherwise provided in the Transition Agreement (as defined in Section 5.6) and except with respect to claims for damages incurred as a result of the breach of this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby (including, without limitation, legal, accounting or other advisory fees) shall be paid by the party incurring such expense.

5.6 Transition Agreement. Contemporaneously with the execution and delivery of this Agreement, HealthAxis and Insurdata shall enter into the Transition Agreement in the form attached hereto as Exhibit C.

5.7 Indemnification.

(a) From and after the Effective Time the Surviving Corporation shall, indemnify, defend and hold harmless each person who is now, or has been at any time prior to the date hereof or who becomes prior to the Effective Time, an officer or director of Insurdata or who served at the request of Insurdata as an officer or director of another entity (the "Insurdata Indemnified Parties") against all losses, claims, damages, costs, expenses (including attorneys' fees and expenses), liabilities or judgments or amounts that are paid in settlement with the approval of the indemnifying party (which approval shall not be unreasonably withheld) of or in connection with any threatened or actual claim, action, suit, proceeding or investigation based in whole or in part on or arising in whole or in part out of the fact that such person is or was a director or officer of Insurdata and pertaining to any matter existing or occurring at or prior to the Effective Time and whether asserted or claimed prior to, or at or after, the Effective Time ("HealthAxis Indemnified Liabilities"), including all Indemnified Liabilities based in whole or in part on, or arising in whole or in part out of, or pertaining to this Agreement or the transactions contemplated hereby, in each case to the full extent a corporation is permitted under applicable law to indemnify its own directors or officers as the case may be (and HealthAxis and the Surviving Corporation, as the case may be, will pay expenses in advance of the final disposition of any such action or proceeding to each Indemnified Party to the full extent permitted by law). From and after the Effective Time UICI shall indemnify, defend and hold harmless HealthAxis (HealthAxis, together with the Insurdata Indemnified Parties, being referred to herein as the "Indemnified Parties") against all losses, claims, damages, costs, expenses (including attorneys' fees and expenses), liabilities or judgments or amounts that are paid in settlement with the approval of the indemnifying party (which approval shall not be unreasonably withheld) of or in connection with any threatened or actual claim, action, suit, proceeding or investigation, whether asserted or claimed prior to, or at or after, the Effective Time, based in whole or in part on or arising in whole or in part out of (x) the matters identified in clauses (i) and (ii) of Section 3.1(l) of the Insurdata Disclosure Memorandum, provided that the indemnity by UICI in this clause (x) shall only apply to any such losses, claims, damages, costs, expenses (including attorneys fees and expenses), liabilities, judgments or amounts

which in the aggregate exceed $50,000 and (y) the matter identified in clause (i) of Section 3.1(j) of the Insurdata Disclosure Memorandum, provided that the indemnity by UICI in this clause (y) shall only apply to any losses, claims, damages, costs, expenses (including attorneys fees and expenses), liabilities, judgments or amounts which in the aggregate exceed $100,000 (clauses (x) and (y) collectively being the "UICI Indemnified Liabilities" and, together with the HealthAxis Indemnified Liabilities, the "Indemnified Liabilities"). Without limiting the foregoing, in the event any such claim, action, suit, proceeding or investigation is brought against any Indemnified Parties (whether arising before or after the Effective Time), then upon notice of such claim, action, suit, proceeding or investigation given to the indemnifying party as hereinafter provided the Indemnified Parties shall permit the indemnifying party (at its expense) to assume the defense with respect to any such claim, action, suit or proceeding; provided, however, that counsel for the indemnifying party who shall conduct such defense shall be reasonably satisfactory to the Indemnified Parties and the Indemnified Parties may participate in such defense at Indemnified Parties expense. Any Indemnified Party wishing to claim indemnification under this Section 5.7, upon learning of any such claim, action, suit, proceeding or investigation, shall notify the indemnifying party (but the failure so to notify shall not relieve a party from any liability which it may have under this Section 5.7 except to the extent such failure prejudices such party). In the event that the indemnifying party does not promptly assume the defense of any matter as above provided, or counsel for the Indemnified Parties reasonably believes and advises the Indemnified Parties in writing that there are issues that raise conflicts of interest between the indemnifying party and the Indemnified Parties or among the Indemnified Parties, each group of Indemnified Parties who are not subject to such conflicts may retain counsel satisfactory to such group, and the indemnifying party shall pay all reasonable fees and expenses of such counsel for each such group of Indemnified Parties promptly as statements therefore are received; provided, however, that the indemnifying party shall not be liable for any settlement effected without its prior written consent (which consent shall not be unreasonably withheld); and provided, further, however, that the indemnifying party shall not be responsible for the fees and expenses of more than one counsel for each group of Indemnified Parties without such conflicts. In any event, the indemnifying party and the Indemnified Parties shall cooperate in the defense of any action or claim. The indemnifying party agrees that the foregoing rights to indemnification, including provisions relating to advances of expenses incurred in defense of any action or suit, existing in favor of the Indemnified Parties with respect to matters occurring through the Effective Time, shall survive the Merger and shall continue in full force and effect for a period of not less than six years from the Effective Time; provided, however, that all rights to indemnification in respect of any Indemnified Liabilities asserted or made within such period shall continue until the disposition of such Indemnified Liabilities. Furthermore, the provisions with respect to indemnification set forth in the Articles of Incorporation or Bylaws of the Surviving Corporation shall not be amended for a period of six years following the Effective Time if such amendment would

materially and adversely affect the rights thereunder of individuals who at any time prior to the Effective Time were directors or officers of Insurdata in respect of actions or omissions occurring at or prior to the Effective Time.

(b) The provisions of this Section 5.7 are intended to be for the benefit of, and shall be enforceable by, each Indemnified Party, his heirs and his personal representatives and shall be binding on all successors and assigns of the indemnifying party.

5.8 Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, except as otherwise expressly contemplated hereby, each of the Parties hereto agrees to use all reasonable best efforts to take, or cause to be taken, all action and to do, or cause to be done as promptly as practicable, all things necessary, proper or advisable, under applicable laws and regulations or otherwise, to consummate and make effective the Merger and the other transactions contemplated by this Agreement, subject, as applicable, to shareholder approval.

5.9 Public Announcements. The Parties hereto will consult with each other regarding the form and content of any press release or public announcement pertaining to the Merger and shall not issue any such press release or make any such public announcement prior to such consultation, except as may be required by applicable law, court process or obligations pursuant to any listing agreement with any national securities exchange, in which case the Party proposing to issue such press release or make such public announcement shall use reasonable efforts to consult in good faith with the other Party as to the form and content of any such disclosure before issuing any such press release or making any such public announcement.

5.10 Cooperation. From the date hereof until the Effective Time, the Parties agree to work together to coordinate all aspects of transition planning and the integration of Insurdata and its Subsidiaries with the businesses of HealthAxis and its Subsidiaries from and after the Effective Time.

5.11 Benefit Plans. For employees of Insurdata as of the Effective Time who continue to be employed by the Surviving Corporation after the Effective Time, HealthAxis shall cause the Surviving Corporation to provide employee benefits which are substantially comparable in the aggregate to the benefits provided under the Insurdata Employee Benefit Plans until the first anniversary of the Effective Time.

5.12 Tax-Free Reorganization. Each of the Parties shall use its best efforts to cause the Merger to be treated as a reorganization within the meaning of Section 368(a) of the Code. The Parties shall not permit any of their respective affiliates to take any action which would cause the Merger to fail to qualify as a reorganization within the meaning of Section 368(a) of the Code.

5.13 UICI Voting of Shares. UICI agrees to vote all of the Insurdata Common Stock owned by it in favor of the Merger and to execute and deliver, or cause to be delivered, such

additional or further consents as HealthAxis may reasonably request to effect the approvals on behalf of Insurdata. UICI agrees to vote all shares of HealthAxis capital stock owned by it and to cause any affiliate of UICI to vote all shares of HealthAxis capital stock owned by such affiliate in favor of all proposals submitted to shareholders of HealthAxis in connection with the Merger and the transactions contemplated by this Agreement, including any amendment to the Articles of Incorporation or Bylaws of HealthAxis and the authorization of any increase in the number of shares of HealthAxis Common Stock authorized to be issued and any class of HealthAxis Preferred Stock.

5.14 Provident Voting of Shares. Provident agrees to vote all of the HealthAxis Common Stock and HealthAxis Preferred Stock owned by it and to cause any affiliate of Provident to vote all shares of HealthAxis capital stock owned by such affiliate in favor of the Merger and all proposals submitted to the shareholders of HealthAxis in connection with the Merger and the transactions contemplated by this Agreement, including any amendment to the Articles of Incorporation or Bylaws of HealthAxis and the authorization of any increase in the number of shares of HealthAxis Common Stock authorized to be issued and any class of HealthAxis Preferred Stock and to execute and deliver, or cause to be delivered, such additional or further consents as Insurdata may reasonably request to effect the approvals on behalf of HealthAxis.

5.15 Tax Matters.

(a) As soon as practicable after the Closing Date, UICI will prepare and file all appropriate Tax Returns for the operations of Insurdata for all tax periods ending on or before the Closing Date, including, for those jurisdictions and tax authorities that permit or require a short period Tax Return, for the period ending on the Closing Date. The books and records of UICI and Insurdata will be kept, and the Federal, state and other income Tax Returns of the "affiliated group" (as defined in Section 1504(a) of the Code) of which UICI and Insurdata is a member will be filed, so as to accurately reflect the operations of Insurdata through the end of the Closing Date. Such Insurdata Tax Returns will be prepared in a manner consistent with past accounting methods, elections, conventions and practices. The Surviving Corporation and Provident each shall have the right to review any such Tax Returns prepared on Insurdata's behalf at least 15 days prior to the filing of any such Tax Return. The Surviving Corporation shall pay and hold UICI harmless from its share of the affiliated group tax liability, if any, as determined in accordance with paragraph (h) hereunder.

(b) As soon as practicable after the Closing Date, Provident will prepare and file all appropriate Tax Returns to the extent permitted by law for the operations of HealthAxis for all periods ending on or before the Closing Date, including, for those jurisdictions and tax authorities that permit or require a short period Tax Return, for the period ending on the Closing Date. The books and records of Provident and HealthAxis

will be kept, and the Federal, state and other income Tax Returns of

HealthAxis or of the "affiliated group" (as defined in Section 1504(a) of the Code), if any, of which Provident and HealthAxis is a member will be filed, so as to accurately reflect the operations of HealthAxis through the end of the Closing Date. Such HealthAxis Tax Returns will be prepared in a manner consistent with past accounting methods, elections, conventions and practices. The Surviving Corporation and UICI shall each have the right to review any such Tax Returns prepared on HealthAxis's behalf at least 15 days prior to the filing of any such Tax Return. The Surviving Corporation shall pay and hold Provident harmless from its share of the affiliated group tax liability, if any, as determined in accordance with paragraph (h) hereunder.

(c) The Surviving Corporation shall prepare and file all appropriate Tax Returns for the operations of the Surviving Corporation for all periods ending after the Closing Date.

(d) Each of UICI and Provident (hereafter an "Indemnitor") will indemnify and hold the Surviving Corporation harmless from any tax liability of the Surviving Corporation arising under Treasury Regulations ss. 1.1502-6 or any similar provision under state law that is attributable to the Surviving Corporation having been a part of an affiliated or unitary group of which the relevant Indemnitor was a party, other than Taxes attributable to the operations of HealthAxis or Insurdata, as the case may be.

(e) The Surviving Corporation will pay or cause to be paid all Taxes (including any interest or penalties thereon) for the tax periods described in paragraph (c) above, and will indemnify and hold each of UICI and Provident harmless therefrom on an actual after-tax basis as determined by the independent certified accounting firm that regularly prepares the Tax Returns of the Surviving Corporation or such successor firm as the Parties may appoint.

(f) Each of UICI, Provident and the Surviving Corporation will cooperate fully with each other in connection with (i) the preparation and filing of any Federal, state or local Tax Returns that include the business and operations of the Insurdata and HealthAxis for all tax periods ending on or before the Closing Date, and (ii) any audit examination by any government taxing authority of the returns referred to in clause (i). Such cooperation shall include, without limitation, the furnishing or making available of records, books of account or other materials of either Insurdata or HealthAxis, as applicable, that are necessary or helpful for the defense against assertions of any taxing authority as to any Tax Returns that include operations of the Surviving Corporation.

(g) An Indemnitor shall promptly notify the Surviving Corporation of any proposed adjustment of any item on any Tax Return of the affiliated group for any tax period ending on or before the Closing Date, if such proposed adjustment may affect the

tax liability of the Surviving Corporation. If an affiliated group tax liability is adjusted for any taxable year as a result of an amended return, a claim for refund or audit by the Internal Revenue Service or other appropriate taxing authority, a redetermination of the tax liability of Insurdata or HealthAxis, as the case may be, shall be made in accordance with paragraph (h) hereunder. The Surviving Corporation agrees to indemnify and hold harmless UICI or Provident, as the case may be, from the amount of any such adjustment attributable to the operations of the Surviving Corporation. Such Indemnitor shall advise the Surviving Corporation of the status of any conferences, meetings and proceedings with tax authorities or appearances before any court pertaining to such adjustment or adjustments, and shall advise the Surviving Corporation of the outcome of such proceedings. However, nothing herein shall entitle Surviving Corporation to interfere with the relevant Indemnitor's right to make any judgments or to take any actions it deems appropriate in connection with the disposition of any such proposed adjustments.

(h) The tax liability of the Surviving Corporation for purposes of determining any affiliated group tax liability, if any, attributable to the operations of Insurdata or HealthAxis, as the case may be, for periods ending on or prior to the Closing Date shall be determined on the separate return basis as set forth in Code Section 1552(a)(2) and Treasury Regulations Section 1.1552-1(a)(2). Payment of any such amounts, including the amount of any adjusting payment determined hereunder as a result of the filing of any amended return or any audit adjustment, due to Provident, UICI or the Surviving Corporation, as the case may be, shall be made the later of (i) the date that is ten (10) days before the date such payments must be made to the taxing authority or (ii) the date that is ten (10) days after the date on which Provident, UICI or the Surviving Corporation, as the case may be, received notice of such obligation. Payment of any amount to the Surviving Corporation resulting from a claim for refund or amended return shall be made within ten (10) days after such refund amount is received by Provident or UICI, as the case may be.

5.16 Technology Outsourcing Agreement. As soon as reasonably practicable after the date hereof, but in any event prior to the Effective Time, UICI and its affiliates shall have entered into a Technology Outsourcing Agreement with Insurdata, pursuant to which Insurdata shall agree to provide to UICI and its affiliates technology support services, data processing services and such other software and hardware based services necessary and sufficient to support the operations of UICI and its affiliates and having the material terms set forth in Exhibit E hereto.

ARTICLE VI
CONDITIONS PRECEDENT

6.1 Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each Party to effect the Merger shall be subject to the satisfaction prior to the Closing Date of the following conditions:

(a) Shareholder Approvals. The Merger shall have been approved and adopted by (i) the affirmative vote or written consent of the holders of a majority of the outstanding shares of HealthAxis Common Stock and by the holders of a majority of the outstanding shares of each class of HealthAxis Preferred Stock and entitled to vote thereon as well as a written waiver from each holder of HealthAxis Preferred Stock waiving any preemptive right such holder may have in connection with the Merger and the right of UICI to purchase additional shares of HealthAxis capital stock pursuant to the terms of the Shareholders Agreement and (ii) of the affirmative vote or written consent of at least two-thirds of the outstanding shares of Insurdata Common Stock..

(b) Governmental and Regulatory Consents. All actions, consents, approvals, filings and notices listed in Section 3.1(d) of the Insurdata Disclosure Memorandum and Section 3.2(d) of the HealthAxis Disclosure Memorandum shall have been taken, made or obtained, except for such actions, consents or approvals the failure of which to obtain would not have a Material Adverse Effect on the Surviving Corporation or materially and adversely affect the consummation of the Merger; provided, however, that such consents or approvals shall be in full force and effect at the Effective Time and shall not obligate any Party to agree to take any action which would have a Material Adverse Effect on the expected benefits to such Party of the transactions contemplated hereby.

(c) HSR Act. The waiting period (and any extension thereof) applicable to the Merger under the HSR Act shall have been terminated or shall have expired, and no restrictive order or other requirements shall have been placed on any Party or the Surviving Corporation in connection therewith.

(d) No Injunctions or Restraints. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Merger shall be in effect; provided, however, that prior to invoking this condition, each Party shall use reasonable best efforts to have any such decree, ruling, injunction or order vacated.

(e) No Other Proceeding. There shall not be pending any action, suit or proceeding before any court of competent jurisdiction or any Governmental Entity in which there is a reasonable probability of an outcome that would have a Material Adverse Effect on the Surviving Corporation (i) challenging or seeking to restrain or prohibit the

consummation of the Merger; or (ii) which would affect adversely the right of Surviving Corporation to own its assets or operate its business.

(f) Shareholders Agreement. Each of the parties to the HealthAxis Shareholders Agreement shall have executed and delivered to HealthAxis and to each other the Shareholders Agreement substantially in the form attached hereto as Exhibit D.

(g) Registration Rights Agreement. HealthAxis shall have executed and delivered to UICI the Registration Rights Agreement substantially in the form attached hereto as Exhibit F.

(h) Voting Trust Agreement. The Voting Trust Agreement, in the form attached hereto as Exhibit G, shall have been executed and delivered by UICI and the Voting Trustees thereunder and UICI shall have transferred to such Voting Trustees the 1,834,500 shares of Insurdata Common Stock held by UICI which are subject to options granted by UICI to employees of Insurdata under the Insurdata Founders Stock Option Program.

6.2 Conditions to Obligations of HealthAxis and Provident. The obligations of HealthAxis and Provident to effect the Merger are further subject to the satisfaction or waiver of the following conditions:

(a) Representations and Warranties. The representations and warranties of Insurdata and UICI set forth in this Agreement shall be true and correct (without regard to any materiality qualifiers contained therein) in each case as of the date of this Agreement and (except to the extent such representations and warranties speak as of a particular date) as of the Closing as though made on and as of the Closing, except where the failure of one or more representations or warranties to be true and correct, individually or in the aggregate, would not result in a Material Adverse Effect on Insurdata or materially and adversely affect the consummation of the Merger. HealthAxis shall have received with respect to Insurdata a certificate signed on behalf of Insurdata as of the Closing Date by the chief executive officer and the chief financial officer of Insurdata reaffirming the matters set forth in this paragraph and shall have received with respect to UICI a certificate signed on behalf of UICI as of the Closing Date by the chief executive officer and the chief financial officer of UICI reaffirming the matters set forth in this paragraph.

(b) Performance of Obligation of Insurdata and UICI. Insurdata and UICI shall have performed and complied with, in all material respects, all agreements and covenants required to be performed and complied with by Insurdata and UICI under this Agreement at or prior to the Closing Date.

(c) No Material Adverse Change. There shall not have occurred or arisen after September 30, 1999 and prior to the Effective Time any change, event (including without limitation any damage, destruction or loss, whether or not covered by insurance), condition (financial or otherwise), or state of facts with respect to Insurdata or any of its Subsidiaries which would constitute a Material Adverse Effect on Insurdata.

(d) Federal Tax Opinion. HealthAxis and Provident shall have received an opinion of Blank Rome Comisky & McCauley LLP (or another nationally recognized law firm) to the effect that the Merger will be treated for federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code and that each of Insurdata and

HealthAxis will be a party to that reorganization within the meaning of Section 368(b) of the Code. In rendering such opinion, counsel may rely upon customary representations of Insurdata and HealthAxis reasonably satisfactory to such counsel.

6.3 Conditions to Obligation of Insurdata and UICI. The obligation of Insurdata and UICI to effect the Merger is further subject to the satisfaction or waiver of the following conditions:

(a) Representations and Warranties. The representations and warranties of HealthAxis and Provident set forth in this Agreement shall be true and correct (without regard to any materiality qualifiers contained therein), in each case as of the date of this Agreement and (except to the extent such representations and warranties speak as of a particular date) as of the Closing Date as though made on and as of the Closing Date, except where the failure of one or more representations or warranties to be true and correct, individually or in the aggregate, would not result in a Material Adverse Effect on HealthAxis or materially and adversely affect the consummation of the Merger. Insurdata shall have received with respect to HealthAxis certificates signed on behalf of HealthAxis as of the Closing Date by the chief executive officer and chief financial officer of HealthAxis reaffirming the matters set forth in this paragraph and shall have received with respect to Provident a certificate signed on behalf of Provident as of the Closing Date by the chief executive officer and the chief financial officer of Provident reaffirming the matters set forth in this paragraph.

(b) Performance of Obligations of HealthAxis and Provident. HealthAxis and Provident shall have performed and complied with, in all material respects, all agreements and covenants required to be performed and complied with by HealthAxis and Provident under this Agreement at or prior to the Closing Date.

(c) No Material Adverse Change. There shall not have occurred or arisen after September 30, 1999 and prior to the Effective Time any change, event (including without limitation any damage, destruction or loss, whether or not covered by insurance),

condition (financial or otherwise), or state of facts with respect to HealthAxis or any of its Subsidiaries which would constitute a Material Adverse Effect on HealthAxis.

(d) Federal Tax Opinion. Insurdata and UICI shall have received an opinion of Mayer, Brown & Platt (or another nationally recognized law firm) to the effect that the Merger will be treated for federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code and that each of Insurdata and HealthAxis will be a party to that reorganization within the meaning of Section 368(b) of the Code. In rendering such opinion, counsel may rely upon customary representations of Insurdata and HealthAxis reasonably satisfactory to such counsel.

(e) Securities Offering. The HealthAxis Offering and the Provident Offering shall have closed in accordance with the terms and conditions set forth on Schedule 3 and Schedule 4, respectively.

(f) HealthAxis Balance Sheet. HealthAxis shall have unrestricted cash on its balance sheet (after giving effect to the receipt of proceeds from the HealthAxis Offering and including $2.0 million of proceeds from the Provident Offering) of not less than the sum of (i) $1.0 million plus (ii) the proceeds of the HealthAxis Offering, net of offering costs and expenses not in excess of 5% of the total gross proceeds of the HealthAxis Offering, less (iii) the fee payable to BancBoston Robertson Stephens as provided in Section 3.2(w) of this Agreement. For purposes of the foregoing, the term "unrestricted cash" shall mean the balance of the cash account as shown on the balance sheet of HealthAxis, prepared in accordance with GAAP on a basis consistently applied, as at the Closing Date and certified by the Chief Financial Officer of HealthAxis.

(g) Charter and Bylaws. The Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of HealthAxis in the form attached hereto as Exhibit A and Exhibit B, respectively, shall become the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Surviving Corporation at the Effective Time.

(h) Dissenters' Rights. No holder of shares of HealthAxis Common Stock or Insurdata Common Stock shall have perfected appraisal rights under the TBCA or the PBCL.

ARTICLE VII
TERMINATION AND AMENDMENT

7.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after approval of the matters presented in connection with the Merger by the shareholders of the Merger Parties:

(a) by mutual written consent of the Parties;

(b) by any Party if any permanent injunction or other order of a court or other competent authority preventing the consummation of the Merger shall have become final and non-appealable;

(c) by any Party, if the Merger shall not have been consummated on or before January 31, 2000; provided that the right to terminate this Agreement under this Section 7.1(c) shall not be available to any Party whose failure to fulfill any obligation under this Agreement has been the cause of or resulted in the failure of the Merger to occur on or before such date; provided, further, notwithstanding this Section 7.1(c), the provisions of Section 5.6 shall govern all issues of liability with respect to HealthAxis;

(d) by either Merger Party if at the duly held meeting of the shareholders of HealthAxis (including any adjournment thereof) held for the purpose of voting on the Merger, this Agreement and the consummation of the transactions contemplated hereby, the holders of at least a majority of the outstanding shares of HealthAxis Common Stock shall not have approved the Merger or if the holders of at least a majority of each class of HealthAxis Preferred Stock shall not have approved the Merger, this Agreement and the consummation of the transactions contemplated hereby;

(e) by HealthAxis, upon a breach of any representation or warranty of Insurdata or UICI, or in the event Insurdata or UICI fails to comply in any respect with any of its covenants and agreements, or if any representation or warranty of Insurdata or UICI shall be or become untrue, in each case, where such breach, failure to so comply or untruth (either individually or in the aggregate with all other such breaches, failures to comply or untruths) would cause one or more of the conditions set forth in Sections 6.1 or 6.2 to be incapable of being satisfied as of the occurrence thereof, provided, however, that (i) if such breach, failure to comply or untruth is curable by Insurdata or UICI, then HealthAxis may not terminate this Agreement under this Section 7.1(e) with respect to such breach, failure or untruth prior to or during the 30-day period commencing upon delivery by HealthAxis of written notice to Insurdata and UICI of such breach or inaccuracy, or after such 30-day period if during such period such breach, failure or untruth is cured and (ii) the right to terminate this Agreement under this Section 7.1(e) shall not be available to HealthAxis if HealthAxis shall have committed a material uncured breach of this Agreement; or

(f) by Insurdata, upon a breach of any representation or warranty of HealthAxis or Provident, or in the event HealthAxis or Provident fails to comply in any respect with any of its covenants or agreements, or if any representation or warranty of HealthAxis or Provident shall be or become untrue, in each case, where such breach, failure to so comply or untruth (either individually or in the aggregate with all other such breaches, failures to comply or untruths) would cause one or more of the conditions set forth in Sections 6.1 or 6.3 to be incapable of being satisfied as of the occurrence thereof, provided, however, that (i) if such breach, failure to comply or untruth is curable by HealthAxis or Provident, then Insurdata may not terminate this Agreement under this Section 7.1(f) with respect to such breach, failure or untruth prior to or during the 30-day period commencing upon delivery by Insurdata of written notice to HealthAxis and Provident or such breach or inaccuracy, or after such 30-day period if during such period such breach, failure or untruth is cured and (ii) the right to terminate this Agreement under this Section 7.1(f) shall not be available to Insurdata if Insurdata shall have committed a material uncured breach of this Agreement.

7.2 Effect of Termination. If this Agreement is validly terminated by any Party pursuant to Section 7.1, this Agreement will forthwith become null and void and there will be no liability or obligation on the part of any Party (or any of their respective Subsidiaries or affiliates), except (i) that the provisions of Section 5.1, 5.4(b), Section 5.5, Section 5.9 and this Section 7.2 will continue to apply following any such termination, and (ii) that nothing contained herein shall relieve any Party hereto from liability for willful breach of its representations, warranties, covenants or agreements contained in this Agreement.

7.3 Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented only by written agreement of the Parties at any time prior to the Effective Time of the Merger with respect to any of the terms contained herein; provided, however, after this Agreement is approved by the Merger Party's shareholders, no such amendment or modification shall (a) change the amount or change the form of consideration to be delivered to the holders of shares of Insurdata Common Stock or (b) change the amounts payable in respect of the Insurdata Options.

7.4 Extension; Waiver. At any time prior to the Effective Time, the Parties hereto, by action taken or authorized by their respective Boards of Directors, may, to the extent legally allowed: (a) extend the time for the performance of any of the obligations or other acts of the other Parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of such rights.

ARTICLE VIII
GENERAL PROVISIONS

8.1 Nonsurvival of Representations, Warranties and Agreements. None of the representations, warranties and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time; provided, however, that Article II, Sections 5.1, 5.4(b), 5.5, 5.6 and 5.9 shall survive the Effective Time.

8.2 Notices. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, telegraphed or telecopied or sent by certified or registered mail, postage prepaid, and shall be deemed to be given, dated and received upon receipt. Any such notice or communication shall be provided to the following address or telecopy number, or to such other address or addresses as such person may subsequently designate by notice given hereunder:

(a) if to Provident:

Provident American Corporation
2500 DeKalb Pike
Norristown, Pennsylvania 19404
Attention: Alvin H. Clemens
Telephone: (610) 279-2500

Facsimile: (610) 279-0410

with a copy to:

Butera Beausang Cohen & Brennan
630 Freedom Business Center
King of Prussia, Pennsylvania 19406
Attention: Michael F. Beausang
Telephone: (610) 265-0800
Facsimile: (610) 265-7205

(b) if to HealthAxis:

HealthAxis.com, Inc.
2500 DeKalb Pike
East Norriton, Pennsylvania 19401
Attention: Michael Ashker, President and CEO
Telephone: (610) 279-3500
Facsimile: (610) 279-4498

with a copy to:

Blank Rome Comisky & McCauley LLP
One Logan Square
Philadelphia, Pennsylvania 19103
Attention: Barry H. Genkin
Telephone: (215) 569-5500
Facsimile: (215) 988-6910

(c) if to UICI:

UICI
4001 McEwen Boulevard, Suite 200
Dallas, Texas 75244
Attention: Gregory T. Mutz
Telephone: (972) 392-6700
Facsimile: (972) 392-6717

with a copy to:

Mayer, Brown & Platt
190 S. LaSalle Street
Chicago, Illinois 60603
Attention: Edward J. Schneidman
Telephone: (312) 701-7348
Facsimile: (312) 701-7711

(d) If to Insurdata:

Insurdata Incorporated
5215 N. O'Connor Blvd., Suite 800
Irving, Texas 75039
Attention: Dennis B. Maloney
Telephone: (972) 443-5000
Facsimile: (972) 556-0572

with a copy to:

Mayer, Brown & Platt
190 S. LaSalle Street
Chicago, Illinois 60603
Attention: Edward J. Schneidman
Telephone: (312) 701-7348
Facsimile: (312) 701-7711

8.3 Interpretation. When a reference is made in this Agreement to Sections, such reference shall be to a Section of this Agreement unless otherwise indicated. The table of contents, glossary of defined terms and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the word "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The phrase "made available" in this Agreement shall mean that the information referred to has been made available if requested by the Party to whom such information is to be made available.

8.4 Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

8.5 Entire Agreement; No Third Party Beneficiaries; Rights of Ownership. This Agreement (and any other documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and, except as provided in Article II and Sections 5.4 and 5.6, is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.

8.6 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Pennsylvania, without giving effect to the principles of conflicts of law thereof.

8.7 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto (whether by operation of law or otherwise) without the prior written consent of the other Parties, such consent not to be unreasonably withheld and any such assignment that is not consented to shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

8.8 Enforcement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in any court of applicable jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

8.9 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

8.10 No Presumption Against Drafter. Each of the Parties has jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

PROVIDENT AMERICAN CORPORATION

By: /s/ Alvin H. Clemens

Name: Alvin H. Clemens
Title: Chairman and Chief Executive Officer

HEALTHAXIS.COM, INC.

By: /s/ Michael Ashker

Name: Michael Ashker
Title: President

UICI

By: /s/ Gregory T. Mutz

Name: Gregory T. Mutz
Title: President

INSURDATA INCORPORATED

By: /s/ Dennis B. Maloney

Name: Dennis B. Maloney
Title: President

Schedule 1

Directors

Michael Ashker
Alvin H. Clemens
Henry G. Hagar
Ronald L. Jensen
Edward W. LeBaron, Jr.
Gregory T. Mutz
Dennis B. Maloney

Schedule 2

Officers

Alvin H. Clemens	- Chairman of the Board
Michael Ashker	- Chief Executive Officer and President
Dennis B. Maloney	- Chief Operating Officer
Anthony Verdi	- Chief Financial Officer and Treasurer
John Wall	- Chief Technology Officer
Andrew Felder	- Executive Vice President-Strategy and Corporate Development
Scott Rubschnuk	- Senior Vice President-Marketing
David D. MacDonald	- Senior Vice President-Software Solutions
Michael Hankinson	- Secretary

Schedule 3

HealthAxis Offering

The "HealthAxis Offering" shall mean the issuance by HealthAxis of shares of HealthAxis Common Stock at a price of $15.00 per share in a private offering, not required to be registered under the Securities Act of 1933, as amended, or under applicable state securities laws, which offering generates at least $55.0 million of gross cash proceeds to HealthAxis. The offering costs and expenses in connection with the HealthAxis Offering shall not exceed 5.0% of the total gross proceeds.

Schedule 4

Provident Offering

The "Provident Offering" shall mean the issuance by HealthAxis to Provident of 133,333 shares of HealthAxis Common Stock at a price of $15.00 per share in a private offering, not required to be registered under the Securities Act of 1933, as amended, or under applicable state securities laws.

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (this "Agreement"), dated as of January ___, 2000, is by and among HealthAxis.com Inc., a Pennsylvania corporation (the "Company"), and the Persons (as defined herein) set forth on the signature pages hereto.

RECITALS

WHEREAS, Provident American Corporation, a Pennsylvania corporation ("Provident"), the Company, UICI, a Delaware corporation ("UICI"), and Insurdata Incorporated, a Texas corporation ("Insurdata"), have entered into an Agreement and Plan of Merger, dated as of December 6, 1999 (the "Merger Agreement");

WHEREAS, pursuant to the Merger Agreement, it is contemplated that certain of the Holders (as hereinafter defined) will acquire shares of the Company's common stock, no par value (the "Common Stock");

WHEREAS, it is a condition to the consummation of the transactions contemplated by the Merger Agreement that the parties hereto enter into this Agreement; and

WHEREAS, the Holders and the Company wish to record their understanding regarding certain matters relating to the management of the Company and certain other matters.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. Definitions. In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms shall have the following meanings when used in this Agreement:

"Affiliate" with respect to a Person, means a Person that controls, is controlled by or is under common control with such Person. For purposes of this definition, "control" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "affiliated," "controlling" and "controlled" have meanings correlative to the foregoing.

"Beneficial Owner" means any Person deemed to be a "beneficial owner" of a security as defined in Rule 13d-3 under the Exchange Act. The terms "Beneficially Own" and "Beneficial Ownership" have correlative meanings.

"Board" means the Board of Directors of the Company.

"Commission" means the Securities and Exchange Commission (or any other governmental body succeeding to the functions of the Securities and Exchange Commission).

"Common Stock" has the meaning ascribed to such term in the Recitals.

"Electing Holder" has the meaning ascribed to such term in Section 5(a).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Family Group" means, with respect to any Holder who is an individual, such Holder's spouse and descendants (whether natural or adopted) and any trust for the benefit of the Holder and/or such Holder's spouse and/or descendants or any Person controlled (directly or indirectly) by any such Person.

"Fully Diluted Basis" with respect to any security, means all of the issued shares of such security and includes, without limitation, (i) all of the outstanding shares of such security (except shares then held by or for the account of the issuer or its wholly owned subsidiaries), (ii) any and all shares of such security issuable upon conversion of securities convertible into such security, whether or not convertible at such time, and (iii) any and all shares of such security issuable upon exercise of other exercisable rights to acquire such security, including options, warrants and participation rights, whether or not exercisable at such time.

"Holder" means any holder of Securities who is a party to this Agreement (or becomes a party hereto pursuant to Section 4(d) or Section 5(d)) or who is a successor or assign or subsequent holder as contemplated by Section 18.

"New Securities" means (i) any capital stock of the Company or any other securities or other equity obligations of the Company issued after the date hereof, including without limitation any capital or stock appreciation, phantom stock or profit participation rights, whether now or hereafter authorized or not, (ii) any rights, options or warrants issued after the date hereof to purchase any such capital stock, securities, obligations or rights, or to purchase any securities of any type whatsoever that are, or may become, convertible into any such capital stock, securities, obligations or rights and (iii) any securities of any type whatsoever issued after the date hereof that are, or may become, convertible into any such capital stock, securities, obligations or rights; provided, however, that "New Securities" shall not include (A) securities to be offered to the public pursuant to a registration statement declared effective by the Commission, (B) options issued to employees, officers, directors and consultants of the Company and the issuance of capital stock upon exercise of such options in accordance with their terms, (C) the issuance of capital stock in connection with the exercise of an option or a warrant outstanding on the date hereof and issued by either the Company or Insurdata and the

issuance of warrants (and the issuance of capital stock upon exercise thereof) issued to strategic partners of the company in the ordinary course of business, and (D) the issuance of Common Stock in connection with an acquisition, whether by merger, purchase of assets, or by other reorganization, or upon conversion or exercise of options, warrants or convertible securities issued in connection with an acquisition.

"Nominee" has the meaning ascribed to such term in Section 2(a).

"Offer" has the meaning ascribed to such term in Section 5(a).

"Offered Securities" has the meaning ascribed to such term in Section 5(a).

"Offeror" has the meaning ascribed to such term in Section 5(a).

"Participating Holder" has the meaning ascribed to such term in Section 4(a).

"Permitted Transferee" has the meaning ascribed to such term in Section 4(d).

"Person" means any individual, corporation, proprietorship, firm, partnership, limited partnership, limited liability company, trust, association or other entity.

"Sale Notice" has the meaning ascribed to such term in Section 4(b).

"Securities" means Common Stock or shares of capital stock or other securities, directly or indirectly, exercisable for or convertible into Common Stock; provided, however, that Securities shall not include any securities which have been sold (i) pursuant to a registration statement declared effective by the Commission or (ii) pursuant to Rule 144 promulgated by the Commission under the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Holder" has the meaning ascribed to such term in Section 4(a).

"Transfer" means a sale, transfer, disposition, gift or other conveyance of securities.

SECTION 2. Board of Directors; Management of the Company.

(a) The Holders and the Company agree that the Board shall consist of up to nine (9) members, and the Holders shall have the right to nominate a number of persons (each such person, a "Nominee") to serve as directors on the Board as follows: (i) UICI shall be entitled to nominate three (3) Nominees (Ronald L. Jensen, Gregory T. Mutz and Dennis B. Maloney being

the initial UICI Nominees); (ii) Provident shall be entitled to nominate three (3) Nominees (Michael Ashker, Alvin H. Clemens and Edward W. LaBaron, Jr. being the initial Provident Nominees); and (iii) UICI and Provident shall together agree mutually to nominate three (3) Nominees (with Henry Hager being one of the initial Nominees agreed to by UICI and Provident). Each Holder agrees to take all actions necessary so as to cause the Nominees to be elected to the Board including, without limitation, the voting of its shares of stock of the Company, the execution of written consents, the calling of special meetings, the removal of directors, the filling of vacancies on the Board, and the waiving of notice and the attending of meetings.

(b) No party shall nominate any person to the Board if: (i) such individual is employed by, or has investment interests, directly or indirectly, in, any material competitor of the Company (unless such investment constitutes less than two percent (2%) of the equity ownership in a public company and at the time of purchase has a fair market value of less than $50,000); (ii) such individual is not reasonably experienced in business, financial, insurance or e-commerce industry matters; (iii) such individual has been convicted of, or has pled nolo contendere to, a felony; (iv) the election of such individual would violate any law; or (v) any event required to be disclosed pursuant to Item 401(f) of Regulation S-K of the Exchange Act has occurred with respect to such individual.

(c) A director elected pursuant to this Section 2 shall serve until (i) his or her term expires as provided in the Company's articles of incorporation and bylaws, (ii) he or she is removed pursuant to Section (2)(d) or (iii) the party who nominated such director no longer has the right to nominate a director, in which case the party so elected shall immediately resign and the size of the Board shall be decreased accordingly.

(d) In the event of the death, disability, removal or resignation of any director designated pursuant to this Section 2, the Holder that designated such director shall notify the Company and the other Holders, within 30 days after such death, disability, removal or resignation, of a successor director who shall either (i) be appointed by the remaining directors then in office to serve the unexpired term of such director or (ii) be elected by the shareholders pursuant to the Company's bylaws. Each Holder agrees to take all actions necessary to elect any such successor Nominee in the same manner as discussed in Section 2(a).

(e) The Board may create committees to assist in governing the Company, however, no executive committee may be formed without the consent of all of the members of the Board that are Nominees of either UICI or of Provident.

(f) So long as this Section 2 remains in effect, the Board nomination rights of a Holder hereunder shall supersede any rights a Holder may have to nominate Board members under any other agreement. After such time as a Holder is no longer entitled under this Section 2

to nominate persons to serve on the Board, the rights of such Holder under any such agreement to nominate Board members shall be reinstated.

(g) The rights of any Holder under this Section 2 shall continue in effect unless and until such Holder Beneficially Owns less than 20% of the Common Stock of the Company on a Fully Diluted Basis.

SECTION 3. Preemptive Rights.

(a) Until the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, subject to the rights of AOL set forth in the securities purchase agreement dated November 13, 1999, each of UICI and Provident shall have the right to purchase its proportionate number, or any greater or lesser number, of any New Securities which the Company may, from time to time, propose to sell and issue. For purposes of this Section 3, each such Holder's "proportionate number" means the product obtained by multiplying the number of New Securities proposed to be sold and issued by a fraction, the numerator of which is the number of shares of Common Stock then Beneficially Owned by such Holder on a Fully Diluted Basis and the denominator of which is the total number of shares of Common Stock then outstanding on a Fully Diluted Basis. This provision shall not permit any double counting as a result of preemptive rights contained in any other agreement or security issued by the Company.

(b) If the Company proposes to sell and issue New Securities, the Company shall promptly give each Holder written notice of its intention, which notice shall describe the New Securities and the price and material terms upon which the Company proposes to issue the same, and set forth the proportionate number of New Securities which such Holder is entitled to purchase and the purchase price therefor. Each Holder shall have twenty days from the date of receipt of any notice to agree to purchase its proportionate number or any greater or lesser number of such New Securities, for the price and upon the terms specified in the notice by giving written notice to the Company within twenty days after the receipt of notice from the Company and stating therein the quantity of New Securities sought to be purchased.

(c) Subject to the rights of AOL set forth in the securities purchase agreement dated November 13, 1999, if the Holders desire to purchase a greater number of New Securities than set forth in the Company's notice, the Company shall have the option to increase the total number of New Securities offered or to allocate the New Securities among those Holders exercising their purchase rights in proportion to the number of shares of Common Stock Beneficially Owned by each such Holder on a Fully Diluted Basis; provided, however, that no Holder shall be allocated more shares of New Securities than it indicated a desire to purchase with any excess being allocated among the remaining Holders in proportion to the number of shares of Common Stock Beneficially Owned by each on a Fully Diluted Basis and with this process to be repeated until all the New Securities have been allocated to the Holders exercising their purchase rights.

(d) If the Holders fail to exercise their purchase rights within the twenty day period with respect to all of the New Securities, the Company shall have twenty days thereafter to sell the New Securities as to which the Holders' rights were not exercised, at a price that is not less than the price specified in the Company's notice. If the Company has not sold such New Securities within such twenty day period, then the Company shall not thereafter issue or sell any New Securities without again complying with this Section 3.

SECTION 4. Co-Sale Rights.

(a) Subject to the rights of America Online, Inc. ("AOL") set forth in that certain Stockholders' Agreement, dated as of November 13, 1998, among the Company, AOL, Provident, Provident Indemnity Life Insurance Company, Health Plan Services, Inc. Michael Ashker and Alvin H. Clemens (the "AOL Agreement"), until the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, in connection with a proposed Transfer of Common Stock by a Holder (a "Selling Holder") to a Person other than a Permitted Transferee, each Holder shall have the right, but not the obligation, to Transfer to the proposed purchaser(s) that number of shares of Common Stock (or if such number is not an integral number, the next integral number which is greater than such number) which shall be the product of (i) the total number of shares of Common Stock then Beneficially Owned by such Holder on a Fully Diluted Basis and (ii) a fraction, the numerator of which shall be the number of shares of Common Stock to be Transferred by the Selling Holder and the denominator of which shall be the total number of shares of Common Stock then Beneficially Owned by all of the Holders on a Fully Diluted Basis. The Common Stock to be Transferred hereunder shall be Transferred on the same terms and conditions as those applicable to the Selling Holder specified in the Sale Notice, including the time of Transfer, form of consideration and per-share price. The failure of any Holder to exercise its rights under this Section 4 shall result in such Holder's exclusion from the Transfer specified in the Sale Notice. If any Holder desires to exercise its rights under this Section 4 (each, a "Participating Holder"), such Participating Holder shall give written notice thereof to the Selling Holder no later than ten days after the date of the Sale Notice. Each Participating Holder shall promptly take all steps described in the Sale Notice to effectuate the Transfer of the Common Stock covered thereby, including without limitation the furnishing of information customarily provided in connection with such a Transfer and the execution of such sales and other transfer documents with such representations, warranties, agreements, covenants and indemnities as may be required. This provision shall not permit a Holder to duplicate any rights such holder has as a result of co-sale rights contained in any other agreement or security issued by the Company.

(b) If a Selling Holder proposes to Transfer any Common Stock in any transaction or series of related transactions pursuant to Section 4(a), then at least twenty days prior to the proposed Transfer, such Selling Holder shall notify the Company and each Holder of such proposed transactions, which notice (the "Sale Notice") shall specify the principle terms of such transaction, including the number of shares of Common Stock proposed to be Transferred, the

price per share at which such Selling Holder intends to Transfer such Common Stock and the identity of the proposed purchaser(s) as well as the other material terms and conditions of the proposed Transfer.

(c) If the sum of (i) the Common Stock to be Transferred by the Selling Holder and (ii) the Common Stock sought to be Transferred by Participating Holders pursuant to Section 4(a) exceeds the number of shares of Common Stock that the purchaser(s) described in the Sale Notice are willing to buy, the Selling Holder shall adjust the number of shares of Common Stock to be Transferred by each of the Selling Holder and each Participating Holder to ensure that the ratio of the number of shares of Common Stock proposed to be Transferred by each such Person to the number of shares of Common Stock Beneficially Owned by such Person on a Fully Diluted Basis shall be equal for each such Person, as near as may be possible.

(d) The restrictions set forth in this Section 4 shall not apply with respect to any (i) (A) Transfer by a Holder to its heirs, devisees, Family Group or Affiliates, (B) Transfer by UICI to any person to whom it has issued an option to acquire any shares of Common Stock or (C) pledge of securities to a lender to secure bona fide indebtedness or the transfer of such securities to such lender pursuant to the terms of such pledge (each a "Permitted Transferee"); provided, however, that each Permitted Transferee must agree to be bound by all of the terms of this Agreement as a Holder, and (ii) Transfer by Provident of securities issued by the Company upon conversion of securities issued in the Provident Offering and the transferee of such securities shall not be bound by the terms of this Agreement.

SECTION 5. Right of First Offer.

(a) Subject to the rights of AOL set forth in the AOL Agreement, until the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, if any Holder (an "Offeror") desires to Transfer from time to time all or any portion of its Securities (all or such portion hereinafter referred to as the "Offered Securities"), the Offeror shall, at least twenty days prior to the proposed Transfer, furnish to the Company and each Holder a written notice setting forth an offer to sell the Offered Securities for a specific cash dollar amount (the "Offer"). The other Holder(s) (each, an "Electing Holder") shall have the right to elect, by providing written notice to the Offeror of its election to purchase within ten days after the date of the Offer, to purchase that number of Offered Securities (or if such number is not an integral number, the next integral number which is greater than such number) which shall be the product of (i) the total number of shares of Common Stock then Beneficially Owned by such Electing Holder on a Fully Diluted Basis and (ii) a fraction, the numerator of which shall be the number of Offered Securities to be Transferred by the Offeror and the denominator of which shall be the total number of shares of Common Stock then Beneficially Owned by the Holders on a Fully Diluted Basis. This provision shall not permit a Holder to duplicate any rights such holder has as a result of a right of first offer contained in any other agreement or security issued by the Company.

(b) If the Electing Holder(s) shall timely exercise their first right to purchase all or any portion of the Offered Securities, the Offeror shall sell all or such portion of the Offered Securities to such Electing Holder(s) who shall pay the cash price specified in the Offer to the Offeror, and the parties shall otherwise consummate such transaction no later than twenty days after the Company's receipt of the Offer.

(c) If the Electing Holder(s) fails to exercise its/their first right to purchase, or exercises its/their right only with respect to a portion of the Offered Securities, the Offeror shall have ten days thereafter to sell any remaining Offered Securities at the price and on terms no less favorable to the Offeror than those specified in the Offer. If the Offeror does not consummate the sale of such Offered Securities within such ten day period, then the Offeror shall not thereafter Transfer any of its Securities without again complying with this Section 5.

(d) The restrictions set forth in this Section 5 shall not apply with respect to any (i) Transfer of Securities by a Holder to a Permitted Transferee; provided, however, that each Permitted Transferee must agree to be bound by all of the terms of this Agreement as a Holder, and (ii) Transfer by Provident of securities issued by the Company upon conversion of securities issued in the Provident Offering and the transferee of such securities shall not be bound by the terms of this Agreement..

(e) The restrictions set forth in this Section 5 shall be subject to the prior exercise by AOL of its rights set forth in the AOL Agreement.

SECTION 6. Legend. The Company shall stamp or imprint each certificate or other instrument representing Securities held by a Holder bound by any terms of this Agreement, throughout the term of this Agreement, with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN PROVISIONS, INCLUDING, AMONG OTHERS, RESTRICTIONS ON VOTING AND TRANSFER, SET FORTH IN A SHAREHOLDERS' AGREEMENT DATED AS OF JANUARY __, 2000, AS IT MAY BE AMENDED, MODIFIED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME, A COPY OF WHICH IS AVAILABLE AT THE PRINCIPAL OFFICE OF THE COMPANY."

SECTION 7. Approval Rights. In addition to all other rights set forth in this Agreement, UICI shall, in its sole and absolute discretion, have the right to approve, alter or prevent (i) the calculation of the amount and the amortization period of all goodwill and other intangibles recorded by the Company in connection with the Merger, provided such calculation shall be consistent with generally accepted accounting principles and approved by the Company's independent auditors and (ii) the entering into by the Company of a merger, consolidation, reorganization or similar transaction with Provident or any Provident subsidiary,

provided that the rights in this clause (ii) shall expire at such time as UICI shall Beneficially Own less than 20% of the Common Stock of the Company on a Fully Diluted Basis.

SECTION 8. Transfer Option.

(a) Transfer Option. Subject to the terms and conditions in this Section 8, the Company shall have the right (the "Transfer Option") to cause UICI to transfer to one or more third parties unaffiliated with UICI, up to 1,255,000 shares (representing 6% of UICI's Fully Diluted holdings in the Company following the Merger) of Common Stock owned by UICI at a per share price equal to the greater of (i) $21.00 and (ii) the Closing Price (as hereinafter defined). The Transfer Option shall be exercisable one time only with respect to all such shares of Common Stock and may be exercised at any time following the completion of the Follow-On Equity Offering and ending on the first to occur of the following events: (i) on the third anniversary of the date hereof; (ii) the ninetieth (90th) day following the date on which the Closing Price (as hereinafter defined) of shares of Common Stock shall have been at least $27.00 per for a period of sixty (60) consecutive trading days; and (iii) the ninetieth (90th) day following the first date on which UICI Beneficially Owns less than 40% of the shares of Common Stock on a Fully Diluted Basis. For purposes hereof, "Closing Price" shall mean the reported last sale price of a share of Common Stock, on a given day, regular way, or, in case no such sale takes place on such day, the average of the reported closing bid and asked prices regular way, in each case on the New York Stock Exchange Composite Tape, or, if the security is not listed or admitted to trading on such exchange, on the American Stock Exchange Composite Tape, or, if the security is not listed or admitted to trading on such exchange, the principal national securities exchange on which the security is listed or admitted to trading, or, if the security is not listed or admitted to trading on any national securities exchange, the closing sales price, or, if there is no closing sales price, the average of the closing bid and asked prices, in the over-the-counter market as reported by the National Association of Securities Dealers Automated Quotation System, or, if not so reported, as reported by the National Quotation Bureau, Incorporated, or any successor thereof, or, if not so reported, the average of the closing bid and asked prices as furnished by any member of the National Association of Securities Dealers, Inc. selected from time to time by the Company for that purpose or, if no such prices are furnished, the fair market value of the Common Stock as determined in good faith by the board of directors of the Company, which determination shall be based upon recent issuances or current offerings pursuant to bona fide private offerings of the same class of security by the Company; provided, however, that any determination of the "Closing Price" of any security hereunder shall be based on the assumption that such security is freely transferable without registration under the Securities Act.

(b) Exercise of Transfer Option. The Company may exercise its rights under Section 8(a) by giving UICI written notice of its exercise of the Transfer Option prior to the expiration of the Transfer Option. Such notice shall state that the Company intends to cause UICI to transfer such shares to one or more third parties unaffiliated with UICI. Upon the closing of the

transactions contemplated by an exercise of the Transfer Option, UICI shall surrender its shares of Common Stock, duly endorsed for transfer, to the Company or the Persons purchasing such securities, in exchange for the net proceeds from such transfer. The closing of the transactions upon the exercise of the Transfer Option shall occur within ninety (90) days of the exercise thereof by the Company.

(c) Transfer to Third Parties. Any exercise by the Company of its Transfer Option in which the Company elects to cause UICI to transfer shares of Common Stock to one or more Persons unaffiliated with UICI shall be governed by the following terms:

(i) Private Placement. Prior to the time that the shares of Common Stock are registered pursuant to Section 12(b) or 12(g) of the Exchange Act, the Company will, upon any exercise of the Transfer Option in accordance with this Section 8(c), as expeditiously as possible:

(A) prepare a private placement memorandum, together with such amendments and supplements thereto as may be necessary to comply with the provisions of the Securities Act with respect to the sale or other disposition of all shares of Common Stock covered by such private placement memorandum;

(B) use its reasonable efforts to perfect exemptions for the shares of Common Stock covered by such private placement memorandum under all applicable rules and regulations of the Commission and such other securities or blue sky laws of such jurisdictions as UICI shall request, and do any and all other acts and things reasonably requested by UICI to permit UICI to consummate the sale or other disposition in such jurisdictions of such shares, except that the Company shall not for any such purpose be required to qualify to do business as a foreign corporation in any jurisdiction wherein it is not so qualified or to file therein any general consent to service of process;

(C) enter into and perform its obligations under a private placement agency agreement, in usual and customary form, with a placement agent acceptable to UICI, including, without limitation, to obtain an opinion of counsel to the Company in the usual and customary form for such private placement; and

(D) notify UICI, at any time when a private placement memorandum is required to be delivered under the applicable law, of the happening of any event of which it has knowledge as a result of which the private placement memorandum, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(ii) Public Offering. After the time that the shares of Common Stock are registered pursuant to Section 12(b) or 12(g) of the Exchange Act, the Company, upon the exercise of the Transfer Option in accordance with this Section 8(c), may elect to cause the transfer of shares in a private placement, in which case the provisions of Section 8(b)(i) shall apply, or may elect to cause the shares to be sold in a public offering, in which case the Company shall as expeditiously as possible:

(A) prepare and file with the Commission a registration statement with respect to such shares of Common Stock and use its reasonable efforts to cause such registration statement to become effective and remain effective for as long as shall be necessary to complete the distribution of the shares of Common Stock so registered;

(B) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all securities covered by such registration statement;

(C) furnish to UICI and any underwriters such numbers of copies of a summary prospectus or other prospectus, including a preliminary prospectus or any amendment or supplement to any prospectus, in conformity with the requirements of the Securities Act, and such other documents, as UICI or the underwriters may reasonably request in order to facilitate the public sale or other disposition of the securities covered by such registration statement;

(C) use its reasonable efforts to register and qualify the Common Stock covered by such registration statement under such other securities or blue sky laws of such jurisdictions as UICI or the underwriters shall request, and do any and all other acts and things reasonably requested by UICI or the underwriters to assist them to consummate the public sale or other disposition in such jurisdictions of the Common Stock covered by the registration statement, except that the Company shall not for any such purpose be required to qualify to do business as a foreign corporation in any jurisdiction wherein it is not so qualified or to file therein any general consent to service of process;

(D) otherwise use its reasonable efforts to comply with all applicable rules and regulations of the Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months, beginning with the first fiscal quarter beginning after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act;

(E) use its reasonable efforts to list such Common Stock on any securities exchange or interdealer quotation system on which any shares of the Company are then listed, if the listing or quotation of such securities is then permitted under the rules of such exchange or interdealer quotation system;

(F) enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter or underwriters selected by UICI of such underwritten offering, including, without limitation, to obtain an opinion of counsel to the Company and a "comfort letter" from the independent public accountants to the Company in the usual and customary form for such underwritten offering;

(G) notify the Investors, at any time when a prospectus relating thereto covered by such registration statement is required to be delivered under the Securities Act, of the happening of any event of which it has knowledge as a result of which the prospectus included in such registration statement, as then in effect, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(H) make the Company's executive officers available to participate in "road show" presentations for such periods and in such places as the underwriters may reasonably request and make the Company's executive officers available at the Company's principal executive offices to discuss the affairs of the Company at times that may be mutually and reasonably agreed upon; and

(I) upon the request of UICI, take any and all other actions which may be reasonably necessary to complete the registration and thereafter to complete the distribution of the Common Stock so registered.

(iii) Expenses. All expenses of any offering pursuant to a Transfer Option under this Section 8 shall be borne by the Company, except that UICI shall bear the cost of a reasonable customary underwriting commission or discount, brokerage commission or placement fee in the event of a successful offering.

SECTION 9. Termination. If any Holder shall be in default of its obligations hereunder and any such default shall continue for a period of 30 days after any other Holder or the Company has given written notice thereof to such defaulting Holder, then the rights (but not the obligations) under this Agreement of such defaulting party shall terminate. This Agreement shall terminate upon the written agreement of each of the parties hereto.

SECTION 10. Beneficial Ownership. Each of the Holders Beneficially Own that number of shares of Common Stock on a Fully Diluted Basis set forth opposite their respective names on Exhibit A hereto. Each Holder shall promptly hereafter notify the Company of any changes to its respective Beneficial Ownership of Common Stock. The Company shall be entitled to rely upon the amounts set forth in Exhibit A or such notices without incurring any liability to any other party hereunder. Each Holder shall respond promptly to any request made by the Company to provide or confirm such Holder's Beneficial Ownership of Common Stock.

SECTION 11. Acknowledgments. Each of the parties hereto acknowledges that the restrictions, prohibitions and other provisions hereof are reasonable, fair and equitable in scope, terms and duration, are necessary to protect the legitimate business interests of each of the other parties hereto, and are a material inducement to such party to enter into the transactions contemplated by this Agreement.

SECTION 12. Expenses. Except as otherwise specifically provided in this Agreement, each party hereto shall bear its own costs and expenses with respect to the transactions contemplated hereby.

SECTION 13. Remedies. Each of the parties to this Agreement shall be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of competent jurisdiction for specific performance or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement. The remedies provided in this Agreement shall be cumulative and shall not preclude the assertion or exercise of any other rights or remedies available by law, in equity or otherwise.

SECTION 14. Notices. Any notice, request, instruction or other document to be given hereunder shall be in writing and shall be deemed to have been given (a) when received if given in person or by courier or a courier service, (b) on the date of transmission if sent by facsimile or other wire transmission or (c) three business days after being deposited in the U.S. mail, certified or registered mail, postage prepaid, addressed as specified with respect to such Holder in Exhibit A or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

SECTION 15. Amendments and Waivers. The provisions of this Agreement may be amended or waived only upon the written agreement of each of the parties hereto; provided, however, that amendments to Sections 2, 3, 7 and 8 may be made upon the written agreement of both UICI and Provident and no other party. Any waiver, permit, consent or approval of any kind or character of any provision or condition of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in writing. Any amendment or waiver

effected in accordance with this Section 15 shall be binding upon the Company and each Holder of Securities.

SECTION 16. Successors and Assigns. All covenants and agreements in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, and each transferee of all or any portion of the Securities held by the parties hereto, whether so expressed or not. Each Permitted Transferee of all or any portion of the Securities held by any of the parties hereto shall execute and deliver a written assumption agreement to the Company agreeing to be bound by the provisions of this Agreement, in form and substance reasonably acceptable to the Company. Notwithstanding the foregoing, except as specifically provided in this Agreement, no assignment of any rights or obligations under this Agreement may be made by any party.

SECTION 17. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, and the remainder of this Agreement shall remain operative and in full force and effect. The parties shall negotiate in good faith a replacement clause or provision as consistent with the ineffective clause or provision as is practicable under law.

SECTION 18. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS.

SECTION 19. Entire Understanding. This Agreement (together with the letter agreement of even date herewith between Provident, HealthAxis and UICI) sets forth the entire agreement and understanding of the parties hereto with respect to the matters set forth herein and supersedes any and all prior agreements, arrangements and understandings among the parties.

SECTION 20. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument. Transmission by facsimile of an executed counterpart of this Agreement shall constitute due and sufficient delivery of this Agreement.

SECTION 21. Interpretation. The headings preceding the Sections included in this Agreement and the headings to Exhibits and Schedules attached to this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement. The use of the masculine, feminine or neuter gender herein shall not limit any provision of this Agreement. The use of the terms "including" or "include" shall in all

cases herein mean "including, without limitation" or "include, without limitation", respectively. Underscored references to Sections or Schedules shall refer to those portions of this Agreement.

SECTION 22. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim, liability, reimbursement, cause of action or other right.

SECTION 23. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 24. No Presumption Against Drafter. Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event of any ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any of the provisions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

HEALTHAXIS.COM, INC.

By: ___________________________________
Name:__________________________________

Title:_________________________________

UICI

By: ___________________________________
Name:__________________________________
Title:_________________________________

PROVIDENT AMERICAN CORPORATION

By: ___________________________________
Name:__________________________________
Title:_________________________________

____
Michael Ashker

EXHIBIT A

Common Stock on a Fully Diluted Basis

<TABLE>
<CAPTION>

Name and Notice Address	Number of Shares of Common Stock on a Fully Diluted Basis	Percentage of Shares of Common Stock Outstanding on a Fully Diluted Basis
<S> <C>		
UICI 4001 McEwen Boulevard Suite 200 Dallas, Texas 75244 Attention: Gregory T. Mutz Telephone: (972) 392-6700 Facsimile: (972) 392-6717		
With a copy to:		
Mayer, Brown & Platt 190 S. LaSalle Street Chicago, Illinois 60603 Attn: Edward J. Schneidman Telephone: (312) 701-7348 Facsimile: (312) 701-7711		
HealthAxis.com, Inc. 2500 DeKalb Pike East Norriton, PA 19401 Attention: Michael Ashker, President and CEO Telephone: (610) 279-3500 Facsimile: (610) 279-4498		
With a copy to:		
Blank Rome Comisky & McCauley LLP One Logan Square		

Philadelphia, PA 19103
Attention: Barry H. Genkin
Telephone: (215) 569-550
Facsimile: (215) 569-5555
</TABLE>

<TABLE>
<CAPTION>

Name and Notice Address	Number of Shares of Common Stock on a Fully Diluted Basis	Percentage of Shares of Common Stock Outstanding on a Fully Diluted Basis
<S>	<C>	
Provident American Corporation 2500 DeKalb Pike Norristown, Pennsylvania 19404 Attention: Alvin H. Clemens Telephone: (610) 279-2500 Facsimile: (610) 279-0414 With a copy to: Butera Beausang Cohen & Brennan 630 Freedom Business Center King of Prussia, Pennsylvania 19406 Attention: Michael F. Beausang Telephone: (610) 265-0800 Facsimile: (610) 265-7205		

</TABLE>

VOTING TRUST AGREEMENT

VOTING TRUST AGREEMENT, dated as of January __, 2000 (this "Agreement"), among UICI, a Delaware corporation (the "UICI"), which is concurrently herewith depositing shares of common stock, no par value (the "Common Stock"), of Insurdata Incorporated, a Texas corporation and a subsidiary of UICI ("Insurdata"), in the Voting Trust created hereunder, and the members from time to time of the Board of Directors of HealthAxis.com, Inc., a Pennsylvania corporation ("HealthAxis"), who are not nominees solely of UICI pursuant to the Shareholders Agreement (the "Shareholders Agreement") to be entered into in connection with the Merger (as defined below), who initially are Michael Ashker, Alvin H. Clemens, Edward W. LaBaron, Jr. and Henry Hager as Trustees (the "Trustees").

WHEREAS, UICI has sponsored the Insurdata Founder's Program (the "Founder's Program") pursuant to which UICI has granted options to purchase shares of Common Stock owned by UICI (the "Options") to certain employees of Insurdata, and UICI has reserved an appropriate amount of such Common Stock to be distributed upon the exercise of the Options;

WHEREAS, Insurdata and UICI have entered into that certain Agreement and Plan of Merger, dated as of December 6, 1999, by and among Provident American Corporation, a Pennsylvania corporation ("Provident"), HealthAxis, UICI and Insurdata pursuant to which Insurdata will be merged with and into HealthAxis (the "Merger") and each share of Common Stock will be exchanged for 1.33 shares of common stock, no par value, of HealthAxis (the "Merger Consideration"); and

WHEREAS, the Trustees have consented to act as trustees under and in accordance with the Voting Trust created hereunder.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Delivery of Stock to Trustees.

(a) Concurrently with the execution of this Agreement, UICI is depositing with the Trustees a certificate or certificates representing 1,834,500 shares of Common Stock either endorsed to the Trustees or accompanied by appropriate stock transfer powers duly executed in blank for the transfer thereof to the Trustees. The Trustees shall cause the Common Stock represented by such certificate to be registered in the names of the Trustees on the books of Insurdata and shall cause such Common Stock to be exchanged for the Merger Consideration and registered in the names of the Trustees on the books of HealthAxis.

(b) The Merger Consideration into which such Common Stock will be converted is referred to herein as the "Shares."

(c) All certificates representing the Shares shall be registered in the name of the Trustees and shall bear the following legend:

> "This certificate has been issued pursuant to, and the shares of Common Stock represented hereby are subject to, the terms of that certain Voting Trust Agreement, dated January __, 2000, among UICI, a Delaware corporation, and Michael Ashker, Alvin H. Clemens, Edward W. LaBaron, Jr. and Henry Hager as Trustees."

A similar legend shall be placed in the stock ledger of HealthAxis with respect to each certificate representing the Shares subject to this Agreement.

2. Creation of Voting Trust.

(a) There is hereby created a voting trust (the "Voting Trust") in respect of all of the Shares; provided however, that the Voting Trust shall be effective only upon the consummation of the Merger.

(b) The Voting Trust shall be known as the "Founder's Program Voting Trust."

3. Voting and Other Rights.

(a) The Trustees shall have the full and unqualified right and power in their discretion, until the Shares are no longer subject to the provisions of this Agreement, (i) to vote the Shares either in person or by proxy for every purpose for which the Shares may be voted according to HealthAxis' Certificate of Incorporation and Bylaws and the Pennsylvania Business Corporation Law of 1988, and/or to give written consent in lieu of voting thereon to any corporate act of the Corporation, including, without limitation, the election of directors by the holders of the Shares, any amendment or amendments of HealthAxis' Certificate of Incorporation, the merger or consolidation of HealthAxis into or with any other corporation or corporations, the sale of all or substantially all of the assets of HealthAxis and the liquidation or dissolution of HealthAxis, (ii) to waive notice of any regular or special meeting of shareholders of HealthAxis, (iii) to call meetings of shareholders and (iv) to exercise all shareholders' rights and powers in respect of the Shares.

(b) The Trustees shall not take any action under this Agreement unless the action to be taken has been concurred in by a majority of the Trustees. When there are less than three Trustees, concurrence of all the Trustees shall be required for any action by them. The Trustees may act at a meeting (which may be by telephone or similar means of communication), or in writing approved by at least the minimum number of Trustees that would be necessary to authorize or take such action.

(c) The Trustees in their discretion may appoint an agent or agents to hold the certificates representing the Shares, to act as transfer agent with respect to the certificates, to keep suitable transfer and other records and otherwise to act as agent, subject to the direction of the Trustees.

4. Dividends, Etc. All dividends on and distributions in respect of any of the Shares (including dividends, distributions or other payments made in shares of voting stock or other securities of HealthAxis) shall, upon receipt by the Trustees, be promptly paid over to UICI (less any income or other taxes which may be required by law to be deducted); provided, that the Trustees may direct HealthAxis to make payment of dividends and distributions directly to UICI.

5. Transfers; Reversion.

(a) Subject to Sections 5(b) and 5(c) of this Agreement, UICI shall not have any right to, and the Trustees shall not, sell, pledge or otherwise dispose of the Shares, or any beneficial interest in any of the Shares, so long as the Voting Trust is in existence in accordance with the terms of Section 6 of this Agreement.

(b) Upon the exercise of any Option granted pursuant to the Founder's Program, the Trustees shall cause to issued to the holders of such Option a certificate for the Shares purchased pursuant to such Option; provided, that the Trustees shall not be required to cause such certificate to be issued unless they have received evidence from UICI reasonably satisfactory to them that such Option was exercised in accordance with the provisions of the Founder's Program.

(c) On the 61st day following the termination of employment with HealthAxis or its successor of any Option holder, the Trustees shall cause to be issued a certificate to UICI for the number of Shares corresponding to the Options which expire in accordance with the provisions of the Founder's Program upon the termination of such holder's employment; provided, that the Trustees shall not be required to cause such certificate to be issued to UICI unless they have received evidence from HealthAxis reasonably satisfactory to them that such employment was terminated and from UICI that such Options have expired.

6. Termination.

(a) This Agreement shall terminate and be of no further force and effect upon the earlier to occur of (i) such time as all of the Shares have been distributed in accordance with the provisions of Section 5 of this Agreement and (ii) July 1, 2003.

(b) Upon the termination of this Agreement or upon any dissolution or total or partial liquidation of HealthAxis, whether voluntary or involuntary, the Trustees shall direct that

all Shares remaining in the Trust and all moneys, securities, rights or property attributable to the Shares be distributed to UICI.

7. No Compensation. The Trustees shall not be entitled to any compensation for services rendered as trustees in connection with their duties under this Agreement.

8. Successor Trustee.

(a) A member of the Board of Directors (the "Board of Directors") of HealthAxis who is not solely a nominee of UICI pursuant to the Shareholders Agreement (an "Eligible Person") shall become a Trustee upon such director's election to the Board of Directors.

(b) Any Trustee may resign at any time by mailing to HealthAxis, the other Trustees and UICI a written resignation to take effect 20 days thereafter or upon the prior acceptance thereof. If any Trustee ceases to be an Eligible Person for any reason, such event shall be deemed to be a resignation of such Trustee hereunder effective immediately upon such event.

9. Amendments. This Agreement may be amended from time to time by a written instrument executed by the UICI and a majority of the Trustees.

10. Exculpation and Indemnification. The Trustees hereby accept the trust created hereby, but assume no responsibility for the management of HealthAxis or for any action taken by any of them, by any person they have elected as a director of HealthAxis, Insurdata or UICI or by HealthAxis pursuant to any vote cast or consent given by the Trustees. The Trustees, whether or not acting upon the advice of counsel, shall incur no liability because of any error of law or fact, mistake of judgment or any matter or thing done or omitted under this Agreement, except for their own individual malfeasance. The Trustees may in

their discretion consult with counsel, who may be counsel for HealthAxis, and anything done or suffered in good faith by the Trustees in accordance with the opinion of counsel shall be conclusive in favor of the Trustees against HealthAxis, UICI, holders of Options and any other interested party. The Trustees shall be indemnified by the HealthAxis against any liability or expense, including legal expense, incurred them in carrying out their duties; except that they shall not be indemnified for their own individual malfeasance.

11. Conflicts of Interest. Any Trustee may be a creditor or shareholder of HealthAxis and may act as an officer or employee of HealthAxis and receive compensation therefor. In addition, any Trustee and any firm of which he may be a member or equity owner may contract with HealthAxis or buy or become pecuniarily interested in any matter or transaction to which the corporation may be a party or in which it may be in any way concerned, as fully as if he were not the Trustee.

12. Successors. This Agreement shall inure to the benefit of and be binding upon the Trustees and UICI and its legal representatives, successors and assigns.

13. Construction. The Trustees are authorized and empowered to construe this Agreement, and their construction of the same in good faith shall be final, conclusive and binding upon them, UICI and any other interested party.

14. Governing Law. This Agreement shall be construed in accordance with the internal law (and not the law of conflicts) of the State of Pennsylvania.

15. Severability. In case any one or more of (a) the provisions contained in this Voting Trust Agreement or (b) the deposits of shares of Common Stock by UICI with the Trustees of the Voting Trust, should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and deposits shall not in any way be affected or impaired thereby.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

* * * * * * * * * * *

IN WITNESS WHEREOF, the undersigned Shareholder and the Trustees have executed this Voting Trust Agreement as of the date first above written.

TRUSTEES

____

____

____

UICI

By: ______________________________________
Name:
Title:

Acknowledged and accepted:

HEALTHAXIS.COM, INC.

By: ______________________________________
Name:
Title:

TRANSITION AGREEMENT

TRANSITION AGREEMENT, effective as of September 1, 1999 (this "Agreement"), between Insurdata Incorporated, a Texas corporation ("Insurdata"), and HealthAxis.com, Inc., a Pennsylvania corporation ("HealthAxis").

WHEREAS, Insurdata and HealthAxis contemplate entering into a Merger Agreement, pursuant to which Insurdata and HealthAxis will combine to form a single company; and

WHEREAS, Insurdata and HealthAxis intend that the terms of this Agreement will govern the relationship between Insurdata and HealthAxis commencing upon September 1, 1999 through the later of (x) the closing date of the Merger or (y) thereafter in the event that the transactions contemplated by the Merger Agreement shall fail to close on or before January 31, 2000 or at such later date as may be agreed upon by the parties the Merger Agreement (the "Transition Date") for any reason, including the inability of HealthAxis to satisfy conditions to Insurdata's obligations to close.

NOW, THEREFORE, for good and adequate consideration the parties agree as follows:

1. Terms of Agreement. The following terms govern the relationship between Insurdata and HealthAxis created pursuant to this Agreement:

Pre-Closing Period:	Period beginning on September 1, 1999 and ending on the Transition Date.
Transition Period:	Period beginning on the Transition Date and ending on the latest date contemplated by the succeeding paragraphs of this Agreement.
Scope and Duration of Services:	Services to be provided by Insurdata will be of four types: o Carrier Integration Services, to consist of Systems Integration Services performed by Insurdata for HealthAxis in order to get certain designated insurance carriers up and operating on the HealthAxis e-commerce platform. All Carrier Integration Services that have been initiated during the Pre-Closing Period

by Insurdata staff will be completed by Insurdata. It is estimated that such services can be completed within six months following the Transition Date.

- Version 2.0 Small Group Development Services, to consist of project management and development services. All Version 2.0 Small Group Development Services that have been initiated during the Pre-Closing Period by Insurdata staff will be completed by Insurdata. It is estimated that such services can be completed within twelve months following the Transition Date. In addition, following completion of the development of Version 2.0 Small Group software, Insurdata will provide training and support services for a period of 3-4 months if needed, or such shorter time period as may be designated by HealthAxis. It is agreed and understood that Insurdata will have no responsibility to HealthAxis to assist HealthAxis in the development of Version 2.0 Individual solutions.

- Platform Solutions, to consist of Insurdata's proprietary solutions encompassing Insur-Web, Insur-Enroll and Virtual Print. These solutions are expected to be deployed in the HealthAxis delivery of Version 2.0 Small Group solutions, as well as in carrier back-end integration solutions.

- Infrastructure Outsourcing Services, to consist of provisioning and operation of the hardware and software products used in the support of the HealthAxis development and production environments. Insurdata will continue to provide operations services at standard external billing rates for up to one year from the Transition Date at HealthAxis' sole discretion.

Pricing of Services:

Services will be priced as follows:

- For Carrier Integration Services, Insurdata will receive a professional fee for all work performed during the Pre-Closing Period and the Transition Period at Insurdata's standard external billing rates as outlined in Schedule A, such fee to be invoiced and paid on a monthly basis in cash.

- For Version 2.0 Small Group Development Services, Insurdata will receive a professional fee for all work performed during the Pre-Closing Period and the Transition Period (including any post-development training) at Insurdata's standard external billing rates, such fee to be invoiced and paid on a monthly basis in cash.

- For Platform Solutions, Insurdata will retain ownership of Version 2.0 Small Group software and Platform Software (including Insurdata's Insur-Web, Insur Enroll and Virtual Print software), including all source code. HealthAxis will retain all rights to the

  presentation layer software of the overall Version 2.0 Small Group design, and Insurdata will be granted a non-exclusive, royalty free right to use such software. In consideration of the royalty from HealthAxis as provided below, Insurdata will grant to HealthAxis a perpetual, non-exclusive right to use, solely in connection with the delivery of services and not for re-sale, the Version 2.0 Small Group software and the Platform Software (including Insurdata's Insur-Web, Insur-Enroll and Virtual Print software), including access to all associated source code.

- For Infrastructure Outsourcing Services, Insurdata will charge a professional fee for all work performed during the Pre-Closing Period and the Transition

Period at Insurdata's standard external billing rates. Insurdata will receive a 10% margin on any hardware or third party software acquired by HealthAxis from Insurdata. In addition, Insurdata will charge HealthAxis an allocable share of space, data, telephony, transportation, travel expense and environmental costs. All such fees are to be invoiced and paid on a monthly basis in cash.

- HealthAxis will pay all one-time costs associated with the repatriation of any and all of these services. HealthAxis will also pay all travel and living expenses associated with any and all of the above services.

Rights of HealthAxis in Technology: Upon completion of Version 2.0 Small Group Development Services and Platform Development Services, Insurdata will grant to HealthAxis a perpetual, non-exclusive right to use, solely in connection with the delivery of services and not for re-sale, the Version 2.0 Small Group software and the Platform Software (including the right to use Insurdata's Insur-Web, Insur-Enroll and Virtual Print software), including access to all source code. In consideration of its right to use, solely in connection with the delivery of services and not for resale, the Platform Software (including Insurdata's Insur-Web, Insur-Enroll and Virtual Print software), HealthAxis will agree that (a) it will not charge for use of such software on a per-transaction or other basis at a rate less than the lowest rate currently quoted by Insurdata for comparable transaction volumes or other use, and (b) HealthAxis will pay to Insurdata as a royalty 50% of all revenues derived from any use (excluding any revenues generated from the sale of insurance or related products on the HealthAxis e-commerce platform) of the Version 2.0 Small Group software or Platform Software, whether earned on a per-transaction, commission or other basis.

Upon turnover of source code, Insurdata will provide training and transition professional services at standard billing rates for a period of up to six months from the date of delivery. Without limiting the generality of the foregoing,

- The license to be granted to HealthAxis will be non-exclusive and non-transferable by operation of law (including without limitation by merger or consolidation) or otherwise and limited to use of the licensed software only by HealthAxis in the course of HealthAxis' operating its e-commerce and technology health insurance company; provided, however, that nothing hereunder shall prevent a successor to HealthAxis by reason of sale, merger or other change in control from utilizing the Platform Software in accordance with the terms otherwise set forth herein with respect to HealthAxis' installed base of users at the time of such sale, merger or other change in control.

- The Insurdata software (including without limitation Insur-Web, Insur-Enroll and Virtual Print) will remain the property of Insurdata and title in and to the Insurdata software shall remain at all times with Insurdata.

- Without the prior written consent of Insurdata, and without the payment of such additional license fee by the proposed transferee as Insurdata may agree, HealthAxis may not sell, transfer, loan or otherwise dispose of any licensed software or the license to be granted under the Transition Agreement.

- In no event may HealthAxis subject any licensed software to any lien, security interest or encumbrance of any kind.

- The license to be granted to HealthAxis will cover only the versions and releases as delivered to HealthAxis pursuant to the Transition Agreement, and will not include any rights to future revisions, modifications, enhancements and upgrades as may thereafter be made by Insurdata.

Audit Rights:	Insurdata shall have reasonable and customary rights to audit the books and records of HealthAxis from time to time for purposes of (i) verifying the determination of all royalties to be paid to Insurdata measured in terms of revenues and/or transactions and (ii) compliance with the most favored nation pricing undertaking set forth in the preceding paragraph.
Use of Information:	HealthAxis shall view as Insurdata's property any idea, data, program, technical, business or other intangible information, however conveyed, and any document, print, tape, disk, tool, or other tangible information-conveying or performance-aiding article owned or controlled by Insurdata, and provided to, or acquired by, HealthAxis. HealthAxis shall keep such information confidential and use it only as provided under the Transition Agreement and obligate its employees, subcontractors and others working for it to do so, provided that the foregoing shall not apply to information previously known to HealthAxis free of obligation, or made public through no fault imputable to HealthAxis. Since unauthorized use, transfer or disclosure of Insurdata's confidential information will diminish the value to Insurdata of its proprietary interests, if HealthAxis breaches any of its obligations under the Transition Agreement, Insurdata shall be entitled to seek equitable relief to protect its interests, including, but not limited to, injunctive relief, as well as money damages. The rights and remedies of Insurdata are not exclusive and are in addition to any other rights and remedies provided by law.
Limitation of Liability:	Insurdata shall not be liable under the Transition Agreement for any indirect,

	incidental or consequential damages (including lost profits) sustained or incurred in connection with this agreement regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and whether or not such damages are foreseeable or unforeseeable. In addition, neither Insurdata nor HealthAxis shall be liable for exemplary or punitive damages in connection with the Transition Agreement. Accordingly, each party will agree to assume the risk of insuring against or otherwise bearing the risk of greater damages.
Warranties:	The software and technology licensed and services to be provided under the Transition Agreement will be provided "as is" and without warranty of any kind, and Insurdata hereby disclaims all other warranties, express, implied or statutory, including but not limited to all warranties of merchantability or fitness for a particular use.
Personnel:	Each of Insurdata and HealthAxis will retain the employees that were part of their respective organizations prior to the Transition Date. Employees hired during the Pre-Closing Period will remain with HealthAxis if they are based in Philadelphia and with Insurdata if they are based in Dallas. Insurdata and HealthAxis will agree not to solicit for employment the employees of the other. Insurdata and HealthAxis will remain liable for benefits of their employees.
Dispute Resolution:	Insurdata and HealthAxis will agree to submit all disputes under the Transition Agreement to binding arbitration. In such arbitration, each party will submit its position with respect to the dispute to the arbitrator, and the arbitrator, after considering such factors as he deems appropriate and reasonable, shall choose the position of one of the parties, with the

non-prevailing party to be responsible for all costs and expenses associated with such arbitration proceedings.

2. Miscellaneous.

(a) Governing Law. This Agreement shall be construed in accordance with and governed by the substantive laws of the State of Pennsylvania, without giving effect to the principles of conflicts of law thereof.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in a writing that is executed by Insurdata and HealthAxis.

(c) Severability. Insofar as possible, each provision of this Agreement shall be interpreted so as to render it valid and enforceable under applicable law and severable from the remainder of this Agreement. A finding that any such provision is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of any other provision or the validity or enforceability of such provision under the laws of any other jurisdiction.

(d) Notice. Any notice or communication required or permitted hereunder shall be in writing and either delivered personally, telegraphed or telecopied or sent by certified or registered mail, postage prepaid, and shall be deemed to be given, dated and received (a) when so delivered personally, (b) upon receipt of an appropriate electronic answerback or confirmation when so delivered by telegraph or telecopy (to such number specified below or another number or numbers as such person may subsequently designate by notice given hereunder), or (c) five business days after the date of mailing to the following address or to such other address or addresses as such person may subsequently designate by notice give hereunder, if so delivered by mail:

(i) if to Insurdata, to:

Insurdata Incorporated
5215 N. O'Connor Blvd. Suite 800
Irving ,Texas 75039
Attn: Dennis B. Maloney
Telephone: (972) 443-5000
Facsimile: (972) 556-0572

with a copy to:

Mayer, Brown & Platt
190 S. LaSalle Street

Chicago, Illinois 60603
Attn: Edward J. Schneidman
Telephone: (312) 782-0600
Facsimile: (312) 701-7711

(ii) if to Insurdata, to:

HealthAxis.com, Inc.
2500 Dekalb Pike
East Norriton, Pennsylvania 19401
Attn: Michael Ashker
Telephone: (610) 279-3500
Facsimile: (610) 279-4498

with a copy to:

Blank Rome Comisky & McCauley LLP
One Logan Square
Philadelphia, Pennsylvania
Attn: Barry H. Genkin
Telephone: (215) 569-5500
Facsimile: (215) 988-6910

(e) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

(f) Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

(g) Interpretation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

(h) Further Assurances. Insurdata and HealthAxis, by executing this Agreement, agree that each party will take such actions and execute such further documents as either party may reasonably request from time to time in order to carry out the purposes of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first set forth above.

INSURDATA INCORPORATED

By: /s/ Dennis B. Maloney

Name: Dennis B. Maloney
Title: President

HEALTHAXIS.COM, INC.

By: /s/ Michael Ashker

Name: Michael Ashker
Title: President

Schedule A - Professional Services Rates

System Integration Daily Rates:

Development:	
Programmer	$380
Programmer Analyst	$520
Sr. Programmer Analyst	$640
Systems Analyst / Project Leader	$740
Consultant / Project Manager	$830
Sr. Consultant / Sr. Project Manager	$930
Managing Consultant / Project Director	$1030
Systems Development Manager	$1030
Business:	
Quality Assurance Analyst	$380
Sr. Quality Assurance Analyst	$440
Business Analyst	$550

Sr. Business Analyst	$620
Industry Specialist	$690
Industry Consultant	$890
Business Systems Manager	$890
Technical:	
Associate Systems Engineer	$330
Systems Engineer	$410
Sr. Systems Engineer	$540
Technical Specialist	$630
Sr. Technical Specialist	$730
Technical Architect	$800
Technical Services Manager	$890
Director:	$1070

[GRAPHIC OMITTED]

FOR IMMEDIATE RELEASE

Contact:

Investor Contact:
Deidre Holt
HealthAxis.com
610-275-3800
dholt@healthaxis.com

Media Contact:
Doug Russell/Michele Meagher
Schwartz Communications, Inc.
781-684-0770
dougr@schwartz-pr.com
mmeagher@schwartz-pr.com

HealthAxis.com to Merge with Insurdata Incorporated,
Creating Internet's First e-Commerce Platform Integrating
Insurance Sales, Marketing, and Administration

Merger Will Provide Health Insurance Payors and Consumers with
Complete Portfolio of Web-Enabled Services

EAST NORRITON, PA and DALLAS, TX, December 7, 1999 - HealthAxis.com, a subsidiary of Provident American Corporation (NASDAQ: PAMC) and the leading online insurance marketer, and Insurdata Incorporated, a subsidiary of UICI (NYSE: UCI) and one of the largest providers of healthcare administration software solutions, today announced the signing of a definitive agreement to merge the two companies.

The combined entity, which will retain the HealthAxis.com name, will be one of the largest players in the Web-enabled health insurance space, with proforma 1999 estimated revenues of $42 million. The transaction is scheduled to close in January of 2000, subject to satisfaction of various closing conditions, including regulatory and shareholder approval. Under the terms of the transaction, each company's shareholders will end up owning approximately 50 percent of the newly combined company, on a pre-funding basis.

Michael Ashker, chief executive officer of HealthAxis.com will remain CEO of the combined entity. Dennis Maloney, chief executive officer of Insurdata, will become chief operating officer of the new HealthAxis.com. The Board of Directors will consist of seven members, three from UICI and four from Provident American.

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The company's headquarters will remain in the Philadelphia area with significant operations in Dallas as well as eight other locations throughout the United States and abroad. The combined company will employ over 350 IT professionals with substantial health plan sales and administration experience.

Although the consumer and business-to-business services will be marketed separately, all other corporate functions will be consolidated, including technology, finance/accounting, human resources, legal, and sales.

HealthAxis.com will continue to market its online insurance retail marketplace to individuals and small businesses through www.healthaxis.com--a fully-licensed digital insurance agency representing leading carriers like Aetna/US Healthcare, WellPoint Networks, Fortis Health and Aegon. The Web site offers product information, plan quotes, online insurance purchases, and customer service. The company's retail platform combines an efficient, low-cost distribution channel with a superior insurance shopping experience. HealthAxis.com has exclusive marketing agreements for the sale of health insurance with America Online, Lycos, Snap.com, and CNet.

Insurdata's proprietary solutions group, to be renamed HealthAxis.com Application Solutions Group, provides proprietary Web-enabled enrollment, administration and claims processing applications to healthcare payors, including insurance companies, third-party administrators and large self-funded groups. These solutions enable clients to both reduce plan administration costs and improve service to plan members. All of Insurdata's workflow and business software applications are built around an Application Service Provider (ASP) model.

The combined company will serve both consumers and payors with an integrated Web-based platform. HealthAxis.com will now offer carriers a comprehensive suite of Web-enabled software solutions for marketing, sales, and plan administration. For consumers and small businesses, the company will offer an enhanced set of products and services based on its ability to seamlessly connect carriers and purchasers through its proprietary Web platform.

Michael Ashker, chief executive officer of HealthAxis.com said, "The Insurdata merger is a milestone for HealthAxis.com and for the entire e-health industry. With Insurdata's back-end software strength, HealthAxis.com advances to a leadership position in the effort to establish the best-of-class online insurance commerce platform. Our carrier partners will benefit from a powerful suite of e-services that includes everything from Internet distribution to electronic claims processing. Our strength across both

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the front and back-end of the value chain positions HealthAxis.com to both capitalize on, and catalyze, the healthcare industry's transformation into a Web-enabled industry. The transaction will allow HealthAxis.com to target not just the $100 billion health insurance segment, but the entire $1.2 trillion dollar healthcare economy."

Dennis Maloney, chief executive officer of Insurdata said, "This business combination creates extraordinary synergies between our business-to-business software solutions and HealthAxis.com's consumer services. HealthAxis.com's access to capital and Internet marketing expertise will enable us to accelerate our investment in sophisticated administration and distribution software solutions. The merger positions the new company as a one-stop-shop featuring a complete, end-to-end product portfolio of Web-enabled solutions for marketing, distribution, customer service, claims processing and plan administration for all customer types - individuals, small businesses and large groups. I can't think of another company with a comparable package of solutions."

In a separate release issued today, HealthAxis.com announced a $57 million equity investment from a group led by Brown Simpson Asset Management, LLC. This investment will fund the growth of the combined HealthAxis.com/Insurdata entity. In another release issued today, Provident American Corporation announced that it will renew its merger plans with its HealthAxis.com subsidiary.

The company is scheduled to hold an online conference call this afternoon at 4:30 PM Eastern Time via Vcall.com, at which time senior management from the combined entity will discuss the transaction. Investors should e-mail the company to request a password at vcall@healthaxis.com.

About HealthAxis.com
HealthAxis.com, Inc. is the leading provider of Internet solutions for healthcare insurance marketing, sales, and plan administration. HealthAxis.com is the only e-healthcare company servicing both the consumer and business-to-business marketplaces with health plan solutions. The Company's consumer Web site, www.healthaxis.com, is a fully transactional, online health insurance agency targeting the individual and small group markets. The Company's proprietary workflow and business application software, built around an application service provider model, enables healthcare payors -- carriers, third party administrators, and large, self-funded groups -- to more efficiently capture, process, and share health plan data over the Internet. HealthAxis.com is headquartered in suburban Philadelphia, with significant operations in Dallas, as well as offices in eight other locations both domestic and abroad. The company employs over 350 IT professionals.

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Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995: Certain statements made which are not historical facts may be considered forward-looking statements, including, without limitation, statements as to trends, management's beliefs, expectations and opinions, which are based upon a number of assumptions concerning future conditions that ultimately may prove to be inaccurate. Such forward-looking statements are subject to risks and uncertainties and may be affected by various factors which may cause actual results to differ materially from those in the forward-looking statements. For further information which could cause actual results to differ from the Company 's expectations, as well as other factors which could affect the Company 's and Provident American's financial statements, please refer to Provident American's reports filed with the Securities and Exchange Commission.

[GRAPHIC OMITTED]

FOR IMMEDIATE RELEASE

Contact:

Investor Contact:	Media Contact:
Deidre Holt	Doug Russell/Michele Meagher
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	mmeagher@schwartz-pr.com

HealthAxis.com Receives $57 Million Equity Investment from Group Led by Brown Simpson Asset Management

Funds to Provide Growth Capital for HealthAxis.com in the Wake of Its Merger with Insurdata Incorporated

EAST NORRITON, PA, December, 7, 1999 - HealthAxis.com, a subsidiary of Provident American Corporation (NASDAQ: PAMC) and the leading provider of Internet solutions for healthcare insurance marketing, sales and administration, today announced that an investment group led by Brown Simpson Asset Management, LLC, has invested $57 million into the company.

The Brown Simpson-led group includes the Royal Bank of Canada, LBI Group Inc., Tudor Investment Corporation, and other investors. Several of the funding parties are previous investors in the private securities of either Provident American or HealthAxis.com. The investment group in today's transaction will be receiving 3,846,003 shares of HealthAxis.com common stock.

The private offering was placed by Donaldson, Lufkin and Jenrette Securities Corporation. Thomas Weisel Partners LLC and Stephens Inc. acted as co-placement agents.

The company intends to use the newly invested capital primarily to support an aggressive marketing effort in both its consumer and business-to-business product groups. HealthAxis.com, which also announced today, in a separate release, its merger with Insurdata Incorporated, will form the only Internet company providing healthcare insurance services to both consumers and payors, such as insurance carriers, third party administrators, and self-funded groups. With proforma 1999 estimated revenues of $42 million, HealthAxis.com is one of the largest companies in the emerging e-health sector.

Jim Simpson, managing director of Brown Simpson Asset Management, said, "This merger creates one of the most exciting companies in the e-health space. We believe the combined company has an opportunity to be the dominant player in providing Internet solutions for healthcare plan sales, marketing and administration. We are excited to increase our commitment to this dynamic company."

Michael Ashker, chief executive officer of HealthAxis.com said, "The decision by existing stakeholders to increase their commitment to HealthAxis.com is a strong endorsement of both our merger with Insurdata and the strategy of providing healthcare insurance solutions for both consumers and payors. This investment will enable us to expand our leadership both in consumer insurance sales and connectivity services to industry."

About HealthAxis.com
HealthAxis.com, Inc. is the leading provider of Internet solutions for healthcare insurance marketing, sales, and plan administration. HealthAxis.com is the only e-healthcare company servicing both the consumer and business-to-business marketplaces with health plan solutions. The Company's consumer Web site, www.healthaxis.com, is a fully transactional, online health insurance agency targeting the individual and small group markets. The Company's proprietary workflow and business application software, built around an application service provider model, enables healthcare payors -- carriers, third party administrators, and large, self-funded groups --to more efficiently capture, process, and share health plan data over the Internet. HealthAxis.com is headquartered in suburban Philadelphia, with significant operations in Dallas, as well as offices in eight other locations both domestic and abroad. The company employs over 350 IT professionals.

HealthAxis.com Receives $57 Million Equity Investment
from Group Led by Brown Simpson Asset Management
December 7, 1999
Page 2 of 3

Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995: Certain statements made which are not historical facts may be considered forward-looking statements, including, without limitation, statements as to trends, management's beliefs, expectations and opinions, which are based upon a number of assumptions concerning future conditions that ultimately may prove to be inaccurate. Such forward-looking statements are subject to risks and uncertainties and may be affected by various factors which may cause actual results to differ materially from those in the forward-looking statements. For further information which could cause actual results to differ from the Company's expectations as well as other factors which could affect the Company's and Provident American's financial statements, please refer to Provident American's reports filed with the Securities and Exchange Commission.

[GRAPHIC OMITTED]

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Provident American Corporation to Renew Merger Plan with HealthAxis.com Subsidiary

EAST NORRITON, PA, December 7, 1999 -- Provident American Corporation (NASDAQ: PAMC) today announced that it plans to move forward with its original plan to merge with its subsidiary, HealthAxis.com, Inc., the leading provider of Internet solutions for healthcare insurance marketing, sales, and administration. Concurrent with the merger, the company will apply to NASDAQ for a new trading symbol. HealthAxis.com would become the surviving corporate identity.

Michael Ashker, chief executive officer of Provident American Corporation and HealthAxis.com, said, "HealthAxis.com's merger with Insurdata paves the way for Provident to resume preparations for its own merger with HealthAxis.com. Combining HealthAxis.com and Provident is the next logical step in increasing shareholder value for owners of these two companies."

The two companies anticipate filing documents with the Securities and Exchange Commission following the completion of the HealthAxis.com/Insurdata merger, announced today in a separate release and scheduled to close in January 2000. The HealthAxis.com/PAMC merger will be subject to the signing of a definitive agreement, approval by both Boards of Directors, shareholders of both companies, and regulatory and other approvals.

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About HealthAxis.com

HealthAxis.com, Inc. is the leading provider of Internet solutions for healthcare insurance marketing, sales, and plan administration. HealthAxis.com is the only e-healthcare company servicing both the consumer and business-to-business marketplaces with health plan solutions. The Company's consumer Web site, www.healthaxis.com, is a fully transactional, online health insurance agency targeting the individual and small group markets. The Company's proprietary workflow and business application software, built around an application service provider model, enables healthcare payors --carriers, third party administrators, and large, self-funded groups -- to more efficiently capture, process, and share health plan data over the Internet. HealthAxis.com is headquartered in suburban Philadelphia, with significant operations in Dallas, as well as offices in eight other locations both domestic and abroad. The Company employs over 350 IT professionals.

Safe Harbor Statement under the Private Securities Litigation Reform Act of 1995: Certain statements made which are not historical facts may be considered forward-looking statements, including, without limitation, statements as to trends, management's beliefs, expectations and opinions, which are based upon a number of assumptions concerning future conditions that ultimately may prove to be inaccurate. Such forward-looking statements are subject to risks and uncertainties and may be affected by various factors which may cause actual results to differ materially from those in the forward-looking statements. For further information which could cause actual results to differ from the Company's expectations as well as other factors which could affect the Company's financial statements, please refer to the Company's reports filed with the Securities and Exchange Commission.

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "Agreement") is made by and among HealthAxis.com, Inc. (the "Company") and UICI ("Holder").

RECITALS

A. Pursuant to the Agreement and Plan of Merger between Provident American Corporation, the Company, the Holder and Insurdata Incorporated ("Insurdata"), dated December 6, 1999 (the "Merger Agreement"), Insurdata will be merged with and into the Company, with the Company as the surviving entity (the "Merger"). Pursuant to the Merger, all shares of issued and outstanding common stock of Insurdata will be converted into shares of HealthAxis common stock. In connection with the Merger, the Company will issue 18,943,678 shares of the Company's common stock, no par value, to Holder (the "Merger Shares"). Such offering of the Merger Shares is referred to as the "Offering."

B. To induce Holder to enter into the Merger Agreement, the Company is willing under certain circumstances to register under the Securities Act of 1933, as amended, and the rules and regulations thereunder (collectively, the "Securities Act"), the Merger Shares.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. Required Registrations.

(a) At any time after the earlier of: (i) twelve (12) months following the issuance of the Merger Shares, or (ii) six months after the completion of the Company's initial public offering, holders of at least 25% of the then outstanding shares of the Merger Shares may request, in writing, that the Company effect the registration of Registrable Securities (as defined in Section 7 hereof) owned by such holders on a form that may be used for the registration of Registrable Securities. If the holders initiating the registration intend to distribute the Registrable Securities by means of an underwriting, they shall so advise the Company in their request. In the event such registration is underwritten, the right of other holders to participate shall be conditioned on such holders' participation in such underwriting. Upon receipt of any such request, the Company shall promptly give written notice of such proposed registration to all holders of the Registrable Securities and holders of common stock who have been granted registration rights. Such holders shall have the right, by giving written notice to the Company within 30 days after the Company provides its notice, to elect to have included in such registration a number of their securities, including the Registrable Securities, as such holders may request in such notice of election; provided that if the underwriter (if any) managing the offering determines that, because of marketing factors, all of the securities, including the Registrable Securities, requested to be registered by all holders may not be included in the offering, then subject to the priority rights, if any, of: holders of shares subject to the Registration Rights Agreement dated November 13, 1998 (the "AOL Shares") between the Company and America Online, Inc., (the "AOL Rights Agreement"); holders of the shares issued to Health Plan Services, Inc. ("HPS") subject to the Registration Rights Agreement (the "HPS Shares") between the Company and HPS dated May 29, 1998 (the "HPS Registration Rights Agreement"); holders of the Series C Preferred Stock; Provident American Corporation and its subsidiaries subject to Registration Rights Agreements dated March 30, 1999 (the "Provident Shares"), and other holders of registration rights granted by the Company, the Company shall include in such registration: (i) first, the securities of the holders of the AOL Shares requesting registration pursuant to the terms of the AOL Rights Agreement to the extent entitled to registration under the AOL Rights Agreement; (ii) second, the securities of the holders of the HPS Shares unless the HPS Shares are eligible for resale pursuant to Rule 144 without regard to volume limitations; (iii) third, the securities of the holders of the common stock issuable upon the conversion of the Series C Preferred Stock, the securities of the holder of the common stock issuable upon the conversion of the Series D Preferred Stock and the securities issuable upon the exercise of the warrant granted to Holder, pro rata based on the number of shares requested to be included; (iv) fourth, the securities of holders of the Provident Shares; (v) fifth, the securities of holders of common stock issuable upon the conversion of the Series A Preferred Stock; (vi) sixth, the securities of the holders of Common Stock pursuant to the terms of the Registration Rights Agreements, dated May 7, 1999 and May 11, 1999; (vii) seventh, the securities issuable upon the exercise of warrants granted to ING Baring Furman Selz, LLC; (viii) eighth, the securities issuable upon the exercise of warrants granted to First Health Group Corp.; (ix) ninth, the securities issuable upon the exercise of warrants granted to Aetna/US Healthcare; (x) tenth, the securities issuable upon the exercise of warrants granted to Blue Cross and Blue Shield Association; (xi) eleventh, the securities of the holders of common stock requesting registration pursuant to the Registration Rights Agreement dated December 3, 1999; (xii) twelfth, the securities of the Holder or its successors or assigns where such entities hold Registrable Securities; and (xiii) thirteenth, the securities requested to be included therein by the other holders of the Company securities requested to be included in such registration, pro rata among the holders of such securities on the basis of the number of shares owned by each such holder. Thereupon, the Company shall, as expeditiously as possible, use its best efforts to effect the registration (on a form that may be used for the registration of the Registrable Securities) of all the Registrable Securities which the Company has been requested to so register.

(b) The Company shall not be required to effect more than two registrations pursuant to the first sentence of paragraph (a) above; provided, however, in the event of a proration pursuant to the foregoing paragraph (a) which results in Holder holding Registrable Securities having less than all of the requested securities being included in a current registration, then, to the extent of such unincluded Registrable Securities, the Holder shall receive an additional demand registration right upon the expiration of any blackout period, subject to any priority rights provided in paragraph (a), and the Company shall be obligated to file an additional registration statement (which registration statement shall contain a current prospectus) relating to the Registrable Securities; and (ii) the Company shall use its best efforts to effect the registration of such Registrable Securities as promptly as practicable thereafter. In addition to the foregoing, the Company shall agree upon the first anniversary of the Company's becoming subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act to file a registration statement on Form S-3 (if then available) covering the resale from time to time of all of the remaining Registrable Securities.

(c) The Registration Expenses (as defined in Section 4) shall be paid by the Company with respect to all registrations effected pursuant to this Section.

(d) The Company may delay the filing or effectiveness of any registration statement for a period of up to 180 days after the date of a request pursuant to this Section 1 if at the time of such request to register Registrable Securities: (i) the Company is engaged or has fixed plans to engage within 30 days of the time of the request in a firm commitment underwritten public offering or (ii) if the Company furnishes to the Holder requesting registration a certificate signed by senior executive officer of the Company stating that the Company is engaged in any other activity which, in the good faith determination of the Company's Board of Directors, is a material non-public event which would be adversely affected by the requested registration to the material detriment of the Company, then the Company may at its option direct that such request be delayed for a period not in excess of 90 days from the effective date of such offering or the date of commencement of such other material activity, as the case may be, provided, however, the Company may not utilize the right set forth in this clause (ii) more than once in any 12-month period.

2. Piggyback Registration.

(a) Each time that the Company proposes to register a public offering solely of its authorized but unissued common stock or shares held in Treasury ("Primary Shares") or other securities, other than pursuant to a Registration Statement on Form S-4 or Form S-8 or similar or successor forms (collectively, "Excluded Forms"), the Company shall promptly give written notice of such proposed registration to all holders of the Merger Shares, which shall offer such holders the right to request inclusion of the common stock in the proposed registration statement.

(b) Each holder of the Merger Shares shall have twenty (20) days or such longer period as shall be set forth in the notice from the receipt of such notice to deliver to the Company a written request specifying the number of shares of common stock such holder intends to sell and the holder's intended plan of disposition.

(c) In the event that the proposed registration by the Company is, in whole or in part, an underwritten public offering of securities of the Company, any request under Section 2(b) may specify that the Merger Shares be included in the underwriting on the same terms and conditions as the shares of common stock, if any, otherwise being sold through underwriters under such registration.

(d) Upon receipt of a written request pursuant to Section 2(b), the Company shall promptly use its best efforts to cause all such Registrable Securities to be registered, to the extent required to permit sale or disposition as set forth in the written request.

(e) Notwithstanding the foregoing, if the managing underwriter of an underwritten public offering determines and advises in writing that the inclusion of all Registrable Securities proposed to be included in the underwritten public offering, together with the AOL Shares, the HPS Shares and any other issued and outstanding shares of common stock proposed to be included therein by holders other than the holders of Registrable Securities (such other shares hereinafter collectively referred to as the "Other Shares"), would interfere with the successful marketing of the securities proposed to be included in the underwritten public

offering, then the number of such shares to be included in such underwritten public offering shall be reduced, and shares shall be excluded from such underwritten public offering in a number deemed necessary by such managing underwriter. In the event an exclusion of shares is necessary, shares shall be included in the following order: (i) first, the Primary Shares; (ii) second, the AOL Shares requested to be included in the registration pursuant to the terms of the AOL Rights Agreement to the extent entitled to registration under the AOL Rights Agreement; (iii) third, HPS Shares requested to be included pursuant to the terms of the HPS Registration Rights Agreement unless the HPS Shares are eligible for resale pursuant to Rule 144 without regard to volume limitations; (iv) fourth, the securities issued upon the conversion of the Series C Preferred Stock of holders requesting registration, the securities issued upon the conversion of Series D Preferred Stock of holders requesting registration, and the securities issued upon the exercise of the warrants granted to Holder, pro rata based on the number of shares requested to be included; (v) fifth, the securities of holders of the Provident Shares requesting registration; (vi) sixth, the securities issued upon the conversion of the Series A Preferred Stock of holders requesting registration; (vii) seventh, the securities of the holders of Common Stock requesting registration pursuant to the terms of the Registration Rights Agreements, dated May 7, 1999 and May 11, 1999; (viii) eighth, the securities issued upon the exercise of the warrants granted to ING Baring Furman Selz, LLC; (ix) ninth, the securities issued upon the exercise of the warrants granted to First Health Group Corp.; (x) tenth, the securities issued upon exercise of the warrants granted to Aetna/US Healthcare; (xi) eleventh, the securities issued upon the exercise of the warrants granted to Blue Cross and Blue Shield Association; (xii) twelfth, the securities of holders requesting registration pursuant to the terms of the Registration Rights Agreement dated December 3, 1999; (xiii) thirteenth, the securities held by the Holder or its successors or assigns requesting registration; (xiv) fourteenth, Other Shares. To the extent all of the Registrable Securities requested to be included in the underwritten public offering can not be included, holders of Registrable Securities shall participate in such offering pro rata based on the number of shares of Registrable Securities each holder proposes to include.

(f) all shares of common stock that are not included in the underwritten public offering shall be withheld from the market by the holders thereof for a period, not to exceed 180 following an initial public offering and 90 days for any offering thereafter, that the managing underwriter reasonably determines as necessary in order to effect the underwritten public offering. The holders of such shares shall execute such documentation as the managing underwriter reasonably requests to evidence this lock-up.

3. Procedures. Whenever the holders of Registrable Securities have requested that any Registrable Securities be registered pursuant to this Agreement, the Company shall use its best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof; and pursuant thereto the Company shall as expeditiously as possible:

(a) prepare and file with the Securities and Exchange Commission (the "Commission") a registration statement on the appropriate form under the Securities Act, which form shall be available for the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof, and use its commercially reasonable efforts to cause such registration statement to become effective (provided that before filing a registration statement or prospectus or any amendments or supplements thereto, the Company shall furnish to the counsel selected by the holders of a majority of the Registrable Securities covered by such registration statement copies of all such documents proposed to be filed, which documents shall be subject to the review and comment of such counsel);

(b) notify each holder of Registrable Securities of the effectiveness of each registration statement filed hereunder and prepare and file with the Commission, such amendments, post-effective amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary or appropriate to keep such registration statement effective for the period as there are Registrable Securities outstanding, cause such prospectus as so supplemented to be filed as required under the Securities Act, and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement or supplement to the prospectus;

(c) if requested by the managing underwriter or underwriters or a holder of Registrable Securities being sold in connection with an underwritten offering, immediately incorporate in a Prospectus supplement or post-effective amendment such information as the managing underwriters and the holders of a majority in interest of the Registrable Securities being sold reasonably agree should be included therein relating to the plan of distribution with respect to such Registrable Securities, including, without limitation, information with respect to the principal amount of Registrable Securities being sold to such underwriters, the purchase price being paid therefor by such underwriters and with respect to any other terms of the underwritten (or best efforts underwritten) offering of the Registrable Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment as soon as notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(d) furnish to each seller of Registrable Securities such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus) and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(e) use its best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions where such registration or qualification is required as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller (provided that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph (ii) subject itself to taxation in any such jurisdiction or (iii) consent to general service of process in any such jurisdiction);

(f) notify each seller of such Registrable Securities, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which the prospectus included in such registration statement as then in effect, contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading in the light of the

circumstances under which they were made, and, at the request of any such seller, the Company shall promptly prepare a supplement or amendment to such prospectus so that, thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact required to be stated therein or omit to state any fact necessary to make the statements therein not misleading;

(g) cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed or traded, and, if not so listed or traded, to be listed on the NASD automated quotation system and, if listed on the NASD automated quotation system, use commercially reasonable efforts to secure NASDAQ authorization for such Registrable Securities and, without limiting the generality of the foregoing, to arrange for at least two market makers to register as such with respect to such Registrable Securities with the NASD;

(h) cooperate with the selling holders of Registrable Securities and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends; and enable such Registrable Securities to be in such denominations and registered in such names as the selling holders or the managing underwriters, if any, may request at least ten Business Days prior to any sale of Registrable Securities; provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(i) enter into such customary agreements (including, if there is an underwriter, underwriting agreements in customary form including, without limitation, the requirement to obtain an opinion of counsel to the Company and a "comfort letter" from the independent public accountants to the Company in the usual and customary form for such an underwritten offering);

(j) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Company that is customary, and cause the Company's officers, directors, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement;

(k) cooperate, and cause the Company's officers, directors, employees and independent accountants to cooperate, with the selling holders of Registrable Securities and the managing underwriters, if any, in the sale of the Registrable Securities and take any actions necessary to promote, facilitate or effectuate such sale;

(l) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission and make available to its security holders, as soon as reasonably practicable, an earning statement covering the period of at least twelve months, beginning with the first fiscal quarter beginning after the effective date of the registration statement, which earning statement shall satisfy the provisions of Section 11(a) of the Securities Act;

(m) in the event of the issuance of any stop order suspending the effectiveness of a registration statement, or of any order suspending or preventing the use of any related prospectus or suspending the qualification of any common stock included in such registration statement for sale in any jurisdiction, the Company shall use its best efforts promptly to obtain the withdrawal of such order; and

(n) otherwise use its best effects to take all other steps necessary to effect the registration of the Registrable Securities.

4. Registration Expenses.

(a) All expenses incident to the Company's performance of or compliance with this Agreement, including without limitation all registration and filing fees (including, if applicable, the fees and expenses of any "qualified independent underwriter" and its counsel as may be required under the rules and regulations of the NASD), fees and expenses of compliance with securities or blue sky laws (including fees and disbursements of counsel for the underwriters or selling holders in connection with blue sky qualifications and determination of their eligibility for investment under applicable laws), printing expenses, messenger, telephone and delivery expenses, fees and disbursements of custodians, and fees and disbursements of counsel for the Company and all independent certified public accountants (including the expenses of any special audit and "cold comfort" letters required by or incident to such performance), underwriters (excluding underwriters' discounts and commissions) and other Persons retained by the Company (all such expenses being herein called "Registration Expenses"), shall be borne by the Company and the Company shall, in any event, pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance if such insurance coverage is obtained by the Company and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed or on the NASD automated quotation system.

(b) Each holder of securities included in any registration hereunder shall pay those expenses which are not Registration Expenses which are allocable to the registration of such holder's securities so included (such as the fees and disbursements of any counsel engaged by an Holder), and any such expenses not so allocable, such as the underwriting discount and any selling commissions shall be borne by all sellers of securities included in such registration in proportion to the aggregate selling price of the securities to be so registered.

5. Indemnification and Contribution

(a) The Company agrees to indemnify and hold harmless each holder of Registrable Securities which is included in a registration statement pursuant to

Section 1 herein, its officers and directors and each Person who controls such holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses which arise out of or are based upon: (i) any untrue or alleged untrue statement of material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, or with respect to a prospectus, necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto after the Company has furnished such holder with a sufficient number of copies of the same; and (ii) any violation by the Company of the Securities Act, the Exchange Act (as defined below), any applicable state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities law. In connection with an underwritten offering, the Company shall indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the holders of Registrable Securities.

(b) In connection with any registration statement in which a holder of Registrable Securities is participating, each such holder shall furnish to the Company in writing such information and affidavits as the Company and any underwriter reasonably requests for use in connection with any such registration statement or prospectus and shall indemnify the Company, its directors and officers and each Person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses resulting from any untrue or alleged untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such holder.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(d) If the indemnification provided for in this Section 5 is unavailable to an indemnified party under paragraphs (a) or (b) hereof in respect to any losses, claims, damages, liabilities or expenses referred to therein, then an indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Company and the holder of Registrable Securities in connection with the statements or omissions that resulted in such losses, claim, damages, liabilities or expenses. The relative fault of the Company and the holder of Registrable Securities in connection with the statements that resulted in such losses, claims, liabilities or expenses shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of material facts or the omission or alleged omission to state a material fact relates to information supplied by the Company or the holder of the Registrable Securities and the parties relative intent, knowledge, access to information and opportunity to correct such statement or omission.

(e) Notwithstanding any other provision of this Section, the liability of any holder of Registrable Securities for indemnification or contribution under this Section shall be individual to each holder and shall not exceed an amount equal to the number of shares sold by such holder of Registrable Securities multiplied by the net amount per share which he receives in such underwritten offering.

(f) The indemnification and contribution provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of securities.

6. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided that no holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters other than representations and warranties directly

regarding such holder and such holder's intended method of distribution.

7. Definitions.

"NASD" means the National Association of Securities Dealers, Inc.

"Person" means any individual, corporation, partnership, limited liability company, trust, estate, association, cooperative, government or governmental entity (or any branch, subdivision or agency thereof) or any other entity.

"Registrable Securities" means (i) any of the Merger Shares; and (ii) any other securities that subsequently may be issued or issuable with respect to such shares as a result of a stock split or dividend or any sale, transfer, assignment or other transaction involving such shares of the Company and any securities into which the shares of common stock may thereafter be changed as a result of merger, consolidation, recapitalization or other similar transaction. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when they have been distributed to the public pursuant to a offering registered under the Securities Act or eligible to be sold to the public pursuant to Rule 144(k) under the Securities Act (or any such rule then in force) or, if held by an affiliate of the Company, when all such securities of such person are eligible for resale pursuant to Rule 144 and could be sold in one transaction in accordance with the volume limitations contained in Rule 144(e)(1)(i). For purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to acquire directly or indirectly such Registrable Securities (upon conversion or exercise in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected.

"Securities Act" means the Securities Act of 1933, as amended.

8. Rule 144. From and after the time the Company's common stock is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in order to permit each Holder to sell the securities of the Company it holds from time to time pursuant to Rule 144 promulgated by the Commission or any successor to such rule or any other rule or regulation of the Commission that may at any time permit the Holder to sell its securities to the public without registration ("Resale Rules"), the Company will:

(a) comply with all rules and regulations of the Commission applicable in connection with use of the Resale Rules;

(b) make and keep adequate and current public information available, as those terms are understood and defined in the Resale Rules, at all times;

(c) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act;

(d) furnish annually to the Holder material containing the information required by Rule 14a-3(b) under the Exchange Act;

(e) furnish to the Holder promptly upon request (i) a written statement by the Company that it has complied with the reporting requirements of the Resale Rules, the Securities Act and the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and any other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested in availing the Holder of any rule or regulation of the Commission which permits the selling of any shares of common stock holding the Holder without registration; and

(f) take any action (including cooperating with the Holder to cause the transfer agent to remove any restrictive legend on certificates evidencing the shares of common stock held by the Holder) as shall be reasonably requested by the Holder or which shall otherwise facilitate the sale of shares of common stock held by the Holder from time to time by the Holder pursuant to the Resale Rules.

9. Rule 144A Information. Until such time as the Company is subject to Section 13 or 15(d) of the Exchange Act, the Company will make available, upon request, to the Holder and prospective purchaser or transferee of Registrable Securities designated by the Holder, the information required to allow the resale or other transfer of Registrable Securities pursuant to Rule 144A promulgated by the Commission under the Securities Act to enable resales and other transfers of the Registrable Securities to be made pursuant to such Rule 144A.

10. Miscellaneous.

(a) No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Agreement.

(b) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended or waived only upon the prior written consent of the Company and holders of a majority of the Registrable Securities.

(c) Successors and Assigns. All covenants and agreements in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not. In addition, whether or not any express assignment has been made, the provisions of this Agreement which are for the benefit of the Holder of the Registrable Securities are also for the benefit of, and enforceable by, any subsequent holder of the Registrable Securities. Upon the transfer of any the Registrable Securities, the transferring holder of the Registrable Securities shall cause the transferee to execute and deliver to the Company a counterpart of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

(e) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same Agreement.

(f) Descriptive Heading. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(g) Governing Law. The corporate law of Pennsylvania shall govern all issues and questions concerning the relative rights of the Company and its shareholders. All issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to any choice of law or conflict of law rules or provisions (whether of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Pennsylvania.

(h) Notices. Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be received when personally delivered or sent by overnight courier or registered mail, return receipt requested, addressed (i) if to the Company, at HealthAxis.com, Inc., 2500 DeKalb Pike, Norristown, Pennsylvania 19404-0511, Attention: President; and (ii) if to the Holder, at UICI, 4001 McEwen Boulevard, Suite 200, Dallas, Texas 75244, Attention: President (or at such other address as each party furnishes by notice given in accordance with this Section 10).

SIGNATURE PAGE TO HEALTHAXIS.COM, INC.
REGISTRATION RIGHTS AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this Registration Rights Agreement this ________ day of _________________, 1999.

UICI

By: ___________________________________
Name: ________________________________
Title: _______________________________

HEALTHAXIS.COM, INC.

By: __________________________________
Name: Michael Ashker
Title: President and Chief Executive Officer

UICI

December 6, 1999

Provident American Corporation
2500 DeKalb Pike
Norristown, PA 19404-0511
Attention: Mr. Alvin Clemens

HealthAxis.com, Inc.
2500 DeKalb Pike
Norristown, PA 19404-0511
Attention: Mr. Michael Ashker

Dear Al and Michael:

We are obviously pleased that significant progress has been made on the documentation governing our Insurdata - HealthAxis.com merger, and I have instructed Glenn Reed and Mayer, Brown & Platt to move ahead as quickly as humanly possible to finalize the documents so that we can announce the merger.

I write to confirm UICI's and Insurdata's support of completing an "upstream" or "downstream" combination of HealthAxis.com, Inc. and Provident American Corporation as soon as is practicable following the Insurdata-HealthAxis merger. As we discussed yesterday, our support for the merger is subject to satisfaction of three conditions, as more particularly described below.

Section 9 of the current draft of the Shareholders' Agreement between UICI and Provident American Corporation provides that UICI will have the right in its sole and absolute discretion to approve a merger, consolidation, reorganization or similar transaction involving HealthAxis and Provident American Corporation or a subsidiary of Provident American Corporation. Be advised that UICI will consent to such a merger, provided that the following conditions are satisfied:

1. UICI reserves the right to assess and approve in its reasonable discretion the mathematical calculation of the merger terms (e.g., calculation of the merger exchange ratio and methodology employed to calculate the merger exchange ratio).

2. UICI must have received an opinion of counsel or other reasonable assurance that the merger, viewed alone and together with the merger of HealthAxis and Insurdata, will be tax free to the

constituent corporations and UICI; and

3. UICI reserves the right to make any and all reasonable and appropriate due diligence inquiries it and its counsel deem advisable with respect to any contingent claims or residual liabilities that may reside at Provident American Corporation. In the event that UICI determines that there may be an unacceptable level of risk associated with such claims or liabilities, UICI may require that provision for such claims, contingencies and/or residual liabilities be made either (a) in the form of an appropriate reserve, escrow, holdback or similar arrangement or (b) by means of an appropriate indemnity with respect to such liabilities from a credit-worthy third party. In either event, UICI will be willing to set an appropriate cap on such reserve, escrow, holdback or indemnity and limit the time period during which such reserve, escrow, holdback or indemnity will be in effect.

I hope this clarifies our position. Please feel free to contact me if you have any questions concerning any of the above.

Very truly yours,

UICI

By: /s/ Gregory T. Mutz

Gregory T. Mutz
President