

# Exclusions & Limitations

Loss caused by, contributed to or resulting from the following is excluded or otherwise limited as specified;

A Pre-Existing Condition. This exclusion does not apply to a newborn child or newborn adopted child who is added to coverage in accordance with SECTION 2 – ELIGIBILITY AND EFFECTIVE DATE.

This exclusion does not apply to any Eligible Expense payable for a Pre-Existing Condition until the Allowance Benefit Maximum shown in the Schedule of Benefits has been reached.

Expenses which are not incurred by an Insured Person during his/her Coverage Period.

Expenses which exceed any limits or limitations specified in this Certificate, including the Schedule of Benefits.

Expenses for services of supplies in excess of the Maximum Allowable Expense.

Marital counseling or social counseling.

Habilitative Services.

Any drug, treatment or procedure that either promotes or prevents conception including but not limited to: artificial insemination, treatment for infertility or impotency, sterilization or reversal of sterilization. This does not include any Prescription Drug expressly provided in the Policy.

Any drug, treatment or procedure that corrects impotency or non-organic sexual dysfunction.

Outpatient Prescription Drugs, medications, vitamins and mineral or food supplements, including pre-natal vitamins, or any over-the-counter medicines, whether or not ordered by a Doctor, unless expressly provided for in the Schedule of Benefits for Outpatient Prescriptions Drugs.

Modifications of the physical body in order to improve the psychological, mental or emotional well-being of the Insured Person, such as sex-change surgery.

Weight modification or surgical treatment of obesity.

Eye surgery, including LASIK, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.

Dental Expenses, except as necessary to restore or replace sound and natural teeth lost

# Exclusions & Limitations (continued)

or damaged as a result of an Injury. The Injury must be severe enough that the contact with the Doctor occurs within seventy-two (72) hours of the Accident, unless extenuating circumstances exist due to the severity of the Injury that prevent the Insured Person from contacting the Doctor.

Cosmetic Treatment, except for reconstructive surgery where expressly covered under the Policy.

Expenses for a Covered Dependent who is a newborn child not yet discharged from the Hospital, unless the charges are Medically Necessary to treat premature birth, congenital Injury or Sickness, or Sickness or Injury sustained during or after birth.

Sclerotherapy for veins of the extremities.

Abortions, except in connection with covered Complications of Pregnancy or if the life of the expectant mother would be at risk.

Joint Replacements, unless related to an Accidental Injury.

Surgeries, treatments, services or supplies which are Experimental or Investigational Treatment.

Chronic fatigue or pain disorders.

Kidney or end stage renal disease.

Treatment for cataracts.

Treatment of sleep disorders.

Treatment required as a result of complications or consequences of a treatment or condition not covered under the Policy.

Treatment incurred as a result of exposure to non-medical nuclear radiation and/or radioactive materials.

Treatment for acne, moles, skin tags, diseases of sebaceous glands, seborrhea, sebaceous cyst, unspecified disease of sebaceous glands, hypertrophic and atrophic conditions of skin, nevus.

Treatment for or related to any congenital condition, except as it relates to a newborn child or newborn adopted child added as an Insured Person pursuant to the Policy.

# Exclusions & Limitations (continued)

Treatment, medication or hormones to stimulate growth, or treatment of learning disorders, disabilities, developmental delays or deficiencies, including therapy.

Biofeedback, acupuncture, recreational, sleep or MIST Therapy®, holistic care of any nature, massage and kinestherapy, unless expressly provided in the Policy.

Hypnotherapy when used to treat conditions that are not recognized as Mental Disorders by the American Psychiatric Association, and non-medical self-care or self-help programs. Eyeglasses, contact lenses, hearing aids, hearing implants, eye refraction, visual therapy, orthoptics, visual eye training and any examination or fitting related to these devices, and all vision and hearing tests and examinations

Care, treatment or supplies for the feet, orthopedic shoes, orthopedic prescription devices to be attached to or placed in shoes, treatment of weak, strained, flat, unstable or unbalanced feet, metatarsalgia or bunions and treatment of corns, calluses or toenails.

Care and treatment for hair loss including wigs, hair transplants or any drug that promises hair growth, whether or not prescribed by a Doctor.

Exercise programs, whether or not prescribed or recommended by a Doctor.

Failure to keep a scheduled appointment.

Telephone or Internet consultations and/or treatment except as expressly provided in the Policy.

Expenses for transportation, travel or accommodations, except as expressly provided in the Policy.

All charges incurred while confined primarily to receive Custodial or Convalescent Care.

Services received or supplies purchased in a Foreign Country.

Any services or supplies in connection with cigarette smoking cessation.

Any services performed or supplies provided by a member of an Insured Person's Immediate Family.

Services received for any condition caused by an Insured Person's commission of or attempt to commit a felony or to which a contributing cause was the Insured Person being engaged in an illegal occupation.

Services or supplies which are not included as Eligible Expenses in the Policy.

# Exclusions & Limitations (continued)

Participating in hazardous occupations or other activity including participating, instructing, demonstrating, guiding or accompanying others in the following: operation of a flight in an aircraft other than a regularly scheduled flight by a commercial airline, professional or semi-professional sports, extreme sports, parachute jumping, hot-air ballooning, hang-gliding, base jumping, bungee jumping, scuba diving, sail gliding, parasailing, parakiting, rock or mountain climbing, cave exploration, parkour, racing including stunt show or speed test of any motorized or non-motorized vehicle, rodeo activities, or similar hazardous activities. Also excluded is Injury received while practicing, exercising, undergoing conditional or physical preparation for such activity.

Suicide or Intentionally self-inflicted Injury or Sickness (whether the Insured Person is sane or insane).

Expenses resulting from a declared or undeclared war, or from voluntary participation in a riot or insurrection.

Expenses incurred by an Insured Person while on active duty in the armed forces. Upon written notice to Us of entry into such active duty, the unused premium will be returned to the Insured on a pro-rated basis.

Expenses an Insured Person is not required to pay, or which would not have been billed, if no insurance existed.

Expenses which are eligible for payment by Medicare or any other government program except Medicaid, or Medical coverage under any automobile no-fault insurance.

Costs for care in government institutions unless You or Your Covered Dependent are obligated to pay for such care.

Expenses related to Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit, if the Insured Person is insured, by occupational disease or workers' compensation insurance pursuant to applicable state or federal law, whether application for such benefits have been made.

Provider Sales Tax or Gross Receipt Tax, Provider administrative expenses including but not limited to charges for claim filing, contacting utilization review organizations or case management fees.

# Exclusions & Limitations (continued)

Treatment or Injury resulting from being intoxicated or under the influence of or due wholly or partly to the effects of alcohol or drugs, other than drugs taken in accordance with treatment prescribed by a Doctor. Intoxicated means the blood-alcohol content meets or exceeds the legal presumption of intoxication under the law in the state where the Injury took place.

Genetic Testing or counseling, including, but not limited to, amniocentesis and chronic villi testing.

Manipulative Services including spinal manipulation, manual or electrical muscle stimulation, other manipulative or ultrasound therapy and any other non-surgical treatment of the spine.

Cancer screenings except as expressly provided in the Policy.

Expenses to the extent that they are paid or payable under another insurance or medical prepayment plan.

## Waiting Period Limitation

No benefits are payable for Sicknesses which arise during the first 3 days following an Insured Person's Coverage Effective Date. No benefits are payable for Cancer which arises during the first 30 days following an Insured Person's Effective Date. After the Waiting Period has expired, the condition will be subject to all the terms of the Certificate, just like any other condition.

There is a 3-month Waiting Period for certain conditions. Expenses incurred by an Insured Person for treatment of:

- a. Adenoidectomy;
- b. Cholecystectomy;
- c. Herniorrhaphy;
- d. Joint, neck and spine muscular disorders;
- e. Myringotomy;
- f. Repair of deviated nasal septum or any type of surgery involving the sinus;
- g. Tonsillectomy;
- h. Total or partial hysterectomy, unless it is Medically Necessary due to a diagnosis of carcinoma; or
- i. Tympanotomy

will not be payable during the Insured Person's first 3 months of coverage under this Certificate. This exclusion will not apply if the treatment is provided on an emergency basis. After the 3-month period, the condition will be subject to all the terms of the Policy, just like any other condition, including the Pre-Existing Conditions Exclusion.