



## EXCLUSIONS

### Limited Medical Indemnity (See Compliance for state specific versions)

Notwithstanding any provision in the Policy to the contrary, the Policy does not provide any Benefits for the following charges, services or supplies:

- 1) suicide or any attempt of suicide, while sane or insane (while sane in Colorado or Missouri);
- 2) any intentionally self-inflicted Injury or Sickness or any attempt thereof (while sane in Missouri);
- 3) participation in a riot, insurrection, rebellion, civil commotion, civil disobedience, or unlawful assembly. For purposes of this exclusion, "participation" means to take an active part in common with others; "riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss, which occurs while acting in a lawful manner within the scope of authority;
- 4) committing, attempting to commit, or taking part in a felony, battery, assault, or engaging in an illegal occupation;
- 5) participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping, scuba diving, stunt driving, rock climbing, flying ultra-light aircraft, skydiving, or hang gliding or any hazardous sports activity for exhibition purposes;
- 6) flying as a pilot, crew member, or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
- 7) any Accident occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Accident took place);
- 8) declared or undeclared war or acts thereof;
- 9) accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company prorated for any period of active duty);
- 10) Accident or Sickness arising out of or in the course of any occupation for compensation, wage or profit or Benefits which the Insured Person is entitled to under any Workers' Compensation Law, Occupational Disease Law or similar law, whether or not application for such Benefits have been made;
- 11) unless specifically provided for in the Policy, charges for the treatment of:
  - a) Mental or Nervous Disorder;
  - b) alcoholism;
  - c) the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
  - d) substance abuse;
- 12) charges for the treatment of:
  - a) codependency;
  - b) social, occupational or religious maladjustment;
  - c) compulsive gambling;
  - d) chronic marital or family problems when not related to the primary focus of treatment which must be a diagnosable mental disorder;
- 13) unless specifically provided for in the Policy, rest care or rehabilitative care and treatment;
- 14) cosmetic surgery or care or treatment solely for cosmetic purposes or complications from such surgery, care or treatment. This includes but is not limited to: reconstructive surgery and prosthetic devices, unless due to an Accident and performed within one year from the Accident to repair a congenital or abnormal defect of a newborn child, while covered under the Policy;
- 15) unless specifically provided for in the Policy, immunization shots and routine examinations such as: health exams, periodic check-ups, pre-marital exams, and routine physicals, unless they are necessary for the diagnosis and treatment of a Sickness;
- 16) routine newborn care such as Hospital and Physician services during Hospital Confinement immediately following birth. Payment for routine Physician's services will be limited to one routine Inpatient examination of the well newborn child performed by a Physician other than the Physician who delivered the baby or administered anesthesia during delivery;
- 17) voluntary abortion, except with respect to the Eligible Employee or covered Dependent spouse:
  - a) where such person's life would be endangered if the fetus were carried to term; or
  - b) where medical complications have arisen from an abortion;
- 18) the reversal of tubal ligation and vasectomies;
- 19) charges for treatment of male or female infertility; artificial insemination, in vitro or in vivo fertilization, including any related testing, medications or Physician's services;
- 20) dependent child maternity;
- 21) sex changes;
- 22) unless specifically provided for in the Policy, treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;
- 23) unless specifically provided for in the Policy, charges for Outpatient food, food supplements or vitamins;
- 24) unless specifically provided for in the Policy, charges for services in the nature of educational or vocational testing or training;
- 25) charges related to smoking cessation;
- 26) Pre-Existing Conditions, except as described in the Schedule of Benefits
- 27) unless specifically provided for in the Policy, air, water or ground ambulance service;

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## EXCLUSIONS (Continued)

- 28) unless specifically provided for in the Policy, charges for treatment or services for temporomandibular joint dysfunction or TMJ pain syndrome, orofacial, or myofascial Syndrome whether medical or dental in scope;
- 29) with regard to any Outpatient benefit, visits made, examinations given, or x-rays or laboratory tests performed as an in-patient while Confined to a Hospital;
- 30) unless specifically provided for in the Policy, prescription drugs;
- 31) unless specifically provided for in the Policy, routine eye examinations, refractions, eyeglasses, or their fitting;
- 32) unless specifically provided for in the Policy, any procedure intended to enhance an Insured Person's quality of vision that is not essential to the treatment of a Sickness or Injury;
- 33) unless specifically provided for in the Policy, hearing aids or their fitting;
- 34) unless specifically provided for in the Policy, dental examinations, dental care or oral surgery other than expenses resulting from accidental Injury;
- 35) experimental or investigational treatments or surgery;
- 36) unless specifically provided for in the Policy, diagnostic and surgical procedures, including but not limited to, diagnostic laboratory and pathology procedures, diagnostic radiology, nuclear medicine and ultra sound procedures;
- 37) charges for stand-by surgeons, pediatricians, anesthesiologists, anesthesiologists, or other doctor as defined by the plan, or stand-by supplies, equipment, rooms, or any other service, supply or treatment not actually used in the care or treatment of an Accident or Sickness;
- 38) charges made by, durable equipment recommended by, or drugs dispensed by; a physician, surgeon, nurse or other doctor who:
  - a) normally lives with the Insured Person;
  - b) is a member of the Insured Person's family;
  - c) is the Insured Person's plan sponsor;
- 39) charges for services provided outside the scope of the license of the institution or practitioner rendering service;
- 40) any charge for which there is no legal obligation to pay; no charge is made; or in the absence of coverage, no charge would be made;
- 41) charges incurred prior to the Insured Person's Effective Date of coverage or after termination of coverage;
- 42) charges for care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law;
- 43) charges which are not Medically Necessary for treatment of an Accident or Sickness;
- 44) charges for services which are not related to and consistent with the treatment of any Accident or Sickness of the Insured Person;
- 45) charges for medical care, services or supplies which are not furnished or prescribed by a Physician;
- 46) charges for care, treatment, services or supplies that are not approved or accepted for the treatment of an Injury, Accident or Sickness by any of the following:
  - a) The American Medical Association;
  - b) The U.S. Surgeon General;
  - c) The U.S. Department of Public Health; and
  - d) The National Institutes of Health;
- 47) charges in excess of the plan maximums as shown in the Schedule of Benefits;
- 48) any charge for a service or supply not specifically covered in the Schedule of Benefits;
- 49) unless specifically provided for in the Policy, charges for Intensive Care.

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## Term Life and AD&D Rider Exclusions

Suicide while sane or insane (while sane in Colorado or Missouri) is not covered under the Term Life Insurance Benefit for two years from the Insured Person's Effective Date. In such event, the Company will only pay a benefit equal to the premium paid. No benefit will be payable for any Accidental Death or Dismemberment Loss caused by or contributed to by:

- 1) Sickness, bodily or mental health, or diagnostic medical or surgical treatment;
- 2) infection, except pyogenic infections resulting from an accidental Injury or resulting from the accidental ingestion of a contaminated substance;
- 3) attempted suicide or intentional self-inflicted Injury or Sickness while sane or insane (while sane in Colorado or Missouri);
- 4) declared or undeclared war or acts thereof;
- 5) military service for any country or organization, including service with military forces as a civilian whose duties do not include combat; war or any act of war whether declared or undeclared. Upon notice to the Company of entering the armed forces, the Company will return to the Insured Person, pro-rata any premium paid, less any benefits paid, for any period during which the Insured Person is in such service;
- 6) participation in a riot or insurrection. "Participation" means taking an active part in common with others. "Riot" means any use or threat to use force or violence by three or more persons without authority of law;
- 7) Insured Person's commission or attempted commission of a felony, assault or illegal action;
- 8) voluntary taking of any poison, drug, sedative or narcotic or inhalation of any kind of gas unless prescribed by a Physician and taken according to the prescribed dosage; or
- 9) legal intoxication where the blood alcohol content of the Insured Person exceeds the legal limit of the state in which the accident took place;
- 10) an on the job Injury that is covered by Workers' Compensation;
- 11) participation in any non-occupational activity in which an Insured Person purposely exposes themselves to an increase in bodily Injury. These activities include but are not limited to:
  - a. belaying and repelling rock climbing;
  - b. flying ultra-light aircraft;
  - c. hang-gliding, skydiving, scuba diving, para-sailing;
  - d. motorized vehicle stunt driving, racing, jumping drag racing and demolition;
  - e. bungee jumping;
  - f. any hazardous activity for exhibition purposes; or
  - g. flying as a pilot, crewmember, or passenger in any aircraft, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route.

## Outpatient Prescription Drug Policy Exclusions

Outpatient Prescription Drug benefits are not payable for the following items except as set forth in the rider:

- 1) all over-the counter products and medications unless shown under the definition of Prescription Drug. This includes, but is not limited to, electrolyte replacement, infant formulas, miscellaneous nutritional supplements and all other over-the-counter products and medications;
- 2) blood glucose meters and insulin injecting devices;
- 3) Depo-Provera, levonorgestral, condoms, contraceptive sponges, spermicides, sexual dysfunction drugs;
- 4) biologicals (including allergy tests), blood products, growth hormones, hemophilic factors, MS injectables, immunizations, all other injectables unless shown under the definition of Prescription Drug;
- 5) Aerochamber, Aerochamber with Mask, Peak Flow Meter, all other medical supplies and durable medical equipment unless shown under the definition of Prescription Drug;
- 6) liquid nutritional supplement, pediatric Legend Drug vitamins, prenatal Legend Drug vitamins, prescribed versions of Vitamins A, D, K, B12, Folic Acid and Niacin – used in treatment versus as a dietary supplement, all other Legend Drug vitamins and nutritional supplements;
- 7) anorexiant; Any cosmetic drugs including, but not limited to, Renova, skin pigmentation preps, Any drugs or products used for the treatment of baldness, Topical dental fluorides;
- 8) refills in excess of that specified by the prescribing physician, or refills dispensed after one year from the original date of prescription;
- 9) all newly marketed pharmaceuticals or currently marketed pharmaceuticals with a new FDA approved indication for a period of one year from such FDA approval for its intended indication;
- 10) any drug labeled "Caution – limited by Federal Law for Investigational Use" or experimental drugs;
- 11) any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment;
- 12) drugs needed due to conditions caused, directly or indirectly, by an Insured Person taking part in a riot or other civil disorder, or the Insured Person taking part in the commission of a felony;
- 13) drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war; or drugs dispensed to an Insured Person while on active duty in any armed forces;
- 14) any expenses related to the administration of any drug;
- 15) needles or syringes unless shown under the definition of Prescription Drug;
- 16) drugs or medicines taken while in or administered by a hospital or any other health care facility or office;
- 17) Drugs covered under Workers' Compensation, Medicare, Medicaid or other governmental programs;
- 18) Drugs, medicines or products which are not Medically Necessary;
- 19) Brand Name Prescription Drugs (unless specifically provided for in the policy);
- 20) Diaphragms, Erectile dysfunction Legend Drugs, unless specifically listed in the definition of Prescription Drug, Infertility Legend Drugs;
- 21) Epi-Pen, Epi-Pen Jr., Ana-Kit, Ana-Guard, Glucagon-auto injection, Imitrex-auto injection;
- 22) Smoking deterrents, Legend or over-the-counter.

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