

Exclusions & Limitations

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the Description of Benefits Section:

1. Intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. Commission or attempt to commit a felony or an assault;
3. Commission of or active participation in: a riot; insurrection; or Terrorist Act;
4. Bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. Declared or undeclared war or act of war;
6. Terrorism or Terrorist Acts;
7. Flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
 - A. A fare-paying passenger on a regularly scheduled commercial or charter airline;
 - B. A passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
 - C. Passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;
8. Travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle;
9. Participation in any motorized race or contest of speed;
10. An accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program;
11. Sickness; disease; bodily or mental infirmity; bacterial or viral infection or medical or surgical treatment thereof; except for any bacterial infection resulting from: an accidental external cut or wound; or accidental ingestion of contaminated food;
12. Medical or surgical treatment; diagnostic procedure; administration of anesthesia; or medical mishap or negligence, including malpractice;
13. Travel in any Aircraft owned; leased; or controlled by the Policyholder; or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
14. The Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
15. Voluntary ingestion of any narcotic; drug; poison; gas; or fumes; unless: prescribed or taken under the direction of a Physician; and taken in accordance with the prescribed dosage;
16. Injuries compensable under: Workers' Compensation law; or any similar law;
17. A Covered Accident that occurs while on active duty service in: the military; naval; or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;

Accident Medical Benefit Rider Exclusions

In addition to the General Exclusions stated in the Policy, We will not cover charges under this Rider for:

1. Pre-Existing Conditions;
2. Treatment by persons employed or retained by the Policyholder, or by any Immediate Family Member or member of the Covered Person's household;
3. Treatment of: sickness; disease; or infection except: pyogenic infection; or viral or bacterial infections that result from the accidental ingestion of contaminated food substance;
4. Treatment of: hernia; Osgood-Schlatter's Disease; osteochondritis; appendicitis; osteomyelitis; cardiac disease or conditions; pathological fractures; congenital weakness; detached retina unless caused by a Covered injury or mental disorder; or psychological or psychiatric care/counseling or treatment (except as provided in the Policy), whether or not caused by a Covered Accident;
5. Pregnancy; childbirth; miscarriage; abortion; or any complication of: childbirth; miscarriage; or abortion; unless due to a Covered Injury;
6. Mental and Nervous Disorder (except as provided in the Policy);
7. Damage to or loss of dentures or bridges; or damage to existing orthodontic equipment (except as specifically covered by the Policy);
8. Charges incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofascial pain (except as provided by the Policy);
9. Charges for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation;
10. Charges for injuries caused while: riding in or on; entering into or alighting from; or being struck by a 2 or 3-wheeled motor vehicle; or a motor vehicle not designed primarily for use on public streets or highways;
11. Participation in or practice for: interscholastic tackle football; intercollegiate sports; semi-professional sports; or professional sports (unless specifically covered under the Policy);
12. Covered Medical Charges for which the Covered Person would not be responsible for in the absence of this Policy;
13. Conditions that are not caused by a Covered Accident;
14. Any elective: treatment; surgery; health treatment; or examination; (including any: service; treatment; or supplies that: (a) are deemed by Us to be experimental; or (b) are not recognized and generally accepted medical practices in the United States);
15. Charges payable by any automobile insurance policy without regard to fault (this exclusion does not apply in any state where prohibited);
16. Orthopedic appliance used mainly to protect an Injury so that a Covered Person can take part in the Covered Activity;

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17. Treatment of injuries that result over a period of time (such as: blisters; tennis elbow; etc.);
18. Treatment or services provided by a private duty nurse;
19. Replacement of artificial: limbs; eyes; larynx; dental devices; or any other prosthetic appliances;
20. Blood; blood plasma; or blood storage; except charges by a Hospital for processing or administration of blood;
21. Cosmetic; plastic; or restorative surgery; except needed as a result of the Covered Injury;
22. Any: treatment; service; or supply not specifically covered by the Policy;
23. Personal comfort or convenience items, such as but not limited to: Hospital telephone charges; television rental; or guest meals;
24. Charges incurred for: eye examinations; eye glasses; contact lenses; or hearing aids or the: fitting; repair; or replacement of these items;
25. Routine physical examinations and related medical services; elective treatment or surgery; or investigative treatments of procedures;
26. A Medical Repatriation;
27. Charges for rest cures or custodial care;
28. Treatment in any: Veteran's Administration; Federal or state facility; unless there is a legal obligation to pay;
29. Services or treatment provided by an infirmary operated by the Policyholder;
30. Treatment of an injury resulting from or contributing to by: frostbite; fainting; or seizures; or heatstroke; or heat exhaustion;
31. Aggravation of an injury the Covered Person suffered before participating in the activity, unless We receive a written medical release from the Covered Person's Physician;

Critical Illness Coverage Rider Exclusions

In addition to the Common Exclusions listed in the Policy, no benefits will be paid for:

1. Benign tumors or polyps that are histological described as non-malignant, pre-malignant or non-invasive.
2. All tumors, benign or malignant, in the presence of HIV infection.
3. All skin cancers with the exception of invasive melanoma classified as Clark level II or higher or having a thickness measured in excess of 0.75 mm.
4. All tumors of the prostate, unless having progressed to at least TNM classification T2NOMO or histological classified as having a Gleason score greater than 6.
5. Chronic Lymphocytic Leukemia (CLL) unless Rai Stage 3 or greater.
6. Papillary micro invasive cancer of the thyroid, bladder, cervix or breast.
7. Participation in the commission or attempted commission of a felony.
8. Voluntary participation in a riot or insurrection.
9. Refusing certain types of recommended medical treatment as follows:
 - A. A Physician has recommended treatment with angioplasty or coronary artery bypass graft for coronary artery disease, the Covered Person refuses this treatment, and the Covered Person suffers a heart attack.
 - B. A Physician has recommended treatment for a brain aneurysm or carotid artery stenosis, the Covered Person refuses treatment, and the Covered Person suffers a stroke.
 - C. A Physician has recommended a diagnostic biopsy or diagnostic/therapeutic excision of a mass or lesion suspected of being cancerous, the Covered Person refuses, and the Covered Person develops cancer.
10. Conditions that have not been Diagnosed by a Physician.
11. Conditions that were diagnosed after the benefit rider has been terminated.
12. If the Covered Person's date of birth or age was misstated on the application and, using the correct date of birth or age, the benefit would not have become effective or would have terminated prior to Diagnosis of a listed condition.
13. Pre-existing Conditions.

CLAIMS ASSISTANCE

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