

# AWA

# Limitations & Exclusions

## Accident and Sickness Limited Benefit Insurance

### LIMITATIONS & EXCLUSIONS

Loss caused by or relating to Sickness will not be covered for this first 30 days after the Certificate Effective Date of each Covered Person. (not applicable for residents of CA, ID and TX).

We will not pay benefits for treatment, services or supplies which:

- are not Medically Necessary;
- are not prescribed by a Doctor as necessary to treat Sickness or injury;
- are experimental/investigational in nature, except as required by law;
- are received without charge or legal obligation to pay; or
- is provided by an immediate family member.

Except as specifically provided for in this Policy or any attached Riders, We will not pay benefits for Sickness or injuries that are caused by:

**Dental Procedures** – Dental care or treatment except for such care or treatment due to accidental injury to sound natural teeth within 12 months of the accident and except for dental care or treatment necessary due to congenital disease or anomaly. Exception: Residents of CA will receive a dental anesthesia and hospital/ambulatory facility benefit for: children 7 years or under or developmentally disabled, those not able to use local anesthesia due to a neurological or medical condition, or who sustained extensive facial or dental trauma.

**Elective Procedures and Cosmetic Surgery** Cosmetic surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part and reconstructive surgery because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect.

**Felony or Illegal Occupation** – Commission of or attempt to commit a felony or to which a contributing cause was the insured's being engaged in an illegal occupation.

**Manipulations of the Musculoskeletal System** – care in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.

**Suicide or Injuries Which Any Covered Person Intentionally Does to Himself** – suicide, attempted suicide or intentionally self-inflicted injury.

**War or Act of War** – War or act of war (whether declared or undeclared; participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto. Losses as a result of acts of terrorism committed by individuals or groups will not be excluded from coverage unless the Covered Person who suffered the loss committed the act of terrorism.

**Work-related Injury or Sickness** – Work-related injury or Sickness, whether or not benefits are payable under any state or federal Workers' Compensation, employer's liability or occupational disease law or similar law.

**Pregnancy** (Exception: Residents of CA will receive benefits for pregnancy per the Schedule of Benefits.)

**For California only - Alcoholism or Drug Addiction are excluded.**

### PRE-EXISTING CONDITION LIMITATION

There is no coverage for a pre-existing condition for a continuous period of 12 months following the effective date of coverage under this Policy. Specifically, if you have had care rendered or prescribed to you by a physician within the 12 months leading up to your effective date, you will have a waiting period for 12 months before any claims related to your condition will be covered.

This limitation does not apply to:

- genetic information in the absence of a diagnosis of the condition related to such information;
- and a newborn child who is enrolled in the plan within 31 days after birth; nor to a child who is adopted or placed for adoption before attaining 18 years of age; and as of the last day of the 31-day period beginning on the date of birth, adoption or placement for adoption, is covered under creditable coverage.

For California only - limitation does not apply to:

- pregnancy and
- an individual, and any dependent of such individual, who is eligible for a federal tax credit under the federal Trade Adjustment Assistance Reform Act of 2002 and who has three months or more of creditable coverage.

In determining whether a pre-existing condition limitation applies, we will credit the time the covered person was previously covered under creditable coverage, if the previous creditable coverage was

Creditable coverage includes (a) a group health plan; (b) health coverage; (c) Part A or Part B of title XVIII of the Social Security Act; (d) Title XIX of the Social Security Act, other than coverage consisting solely of benefits under section 1928; (e) Chapter 55 of title 10, United States Code; (f) a medical care program of the Indian Health Service or of a tribal organization; (g) a state health benefits risk pool; (h) a health plan offered under chapter 89 of title 5, United States Code; (i) a public health plan, including health coverage provided under a plan established or maintained by a foreign country or political subdivision (as defined in regulations); (j) a health plan under section 5(e) of the Peace Corps Act (22 U.S.C. 2504(e)) and coverage under S-CHIP.

### ACA DISCLOSURE

This program is not major medical coverage or a substitute for Major Medical coverage. This plan is an "excepted benefit plan" under the Affordable Care Act (ACA). What this means is that it does not satisfy the requirement for minimum essential coverage under ACA. What you are buying is a limited medical benefit plan under which the plan pays the fixed dollar amount for only those covered benefits listed in the Certificate Schedule. The plan limitations are disclosed in the certificate of coverage provided in the fulfillment kit. The limited benefit plan has a pre-existing condition limitation. A pre-existing condition, physical or mental, regardless of cause or condition, for which medical advice, diagnosis, care or treatment was recommended or received from a physician within a 12 month period preceding the effective date of covered person. Plans are not available in all states. Check the state availability on the website. Certain provisions of the plan vary by state. There is a 30 day free look period.

## Group Accidental Death and Dismemberment Insurance

### LIMITATIONS & EXCLUSIONS

We will not pay benefits for any Accidental Death or Dismemberment that:

- is due to intentionally self-inflicted injury; or
- is due to suicide or any attempted suicide while sane or insane; or
- occurs as a consequence of being intoxicated or as a consequence of taking, using or being under the influence of any narcotic unless administered on the advice of a physician; or
- is due to a declared war, undeclared war or any war-like act or action by a government, sovereign power, regular or irregular military force, or agent or authority of any of them; including but not limited to insurrection, rebellion, and revolution; or
- is due to any use of weapons of mass destruction, including but not limited to nuclear, biological or chemical weapons; or
- occurs while flying as a pilot or flight crew member; or
- occurs while participating in any kind of race or competition as a professional; or
- occurs while operating a motorized vehicle with a blood alcohol level exceeding the legal limit as defined by state law in which the accident occurs; or
- occurs while committing or attempting to commit an assault or felony; or
- is due to any disease, sickness, bodily or mental illness, or complication resulting from medical treatment, surgery, pregnancy or childbirth (this is N/A for CA).

We will not cover expenses under the Accident Excess Medical Expense Benefit for:

- Cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of the Covered Injury.
- Any medical expenses related to pregnancy unless Medically Necessary for the treatment of the Covered Injury.
- Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation Benefits, Employer Liability Law, or other similar law.
- Travel outside of the United States of America.
- Personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.

- Treatment by an Immediate Family Member.
- Expenses incurred for eye examinations, eye glasses, contact lenses or hearing aids or the fitting, repair or replacement of these items unless Medically Necessary for the treatment of the Covered Injury.
- A hernia.
- Routine physical examinations and related medical services, or elective treatment or surgery, or Experimental/Investigational treatments or procedures.
- A Medical Repatriation.
- Expenses incurred for psychological or psychiatric counseling of any kind or any expense for treatment of mental or nervous diseases or disorders.
- Expenses which the Covered Person is not legally obligated to pay.
- Expenses for Custodial Services or services provided by a private duty nurse unless such expenses are incurred as a result of a Covered Injury.
- Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the Covered Injury has caused further impairment in the underlying bodily condition.
- Treatment involving conditions caused by repetitive motion injuries or cumulative trauma and not a result of a Covered Injury.
- being legally intoxicated while operating a motor vehicle.
  - a. A Covered Person will be conclusively presumed to be legally intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed intoxicated under the law of the locale wherein the Accident occurred.
  - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or other similar items will be considered proof of the Covered Person's legal intoxication.
- Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by a Physician for the Covered Person. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.)

### CLAIMS

For claims assistance contact:

Unified Life Insurance Company  
 P.O. Box 25326  
 Overland Park, KS 66225  
 Phone: 800-237-4463  
 Fax: 913-402-6942