

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.)