

Terms & Conditions

Benefits are not provided for injury or sickness of a covered person which results directly or indirectly, wholly or partly, from:

- Insurrection, rebellion, participation in a riot, commission of or attempting to commit an assault, battery, felony, or act of aggression;
- War or any act of war, whether declared or undeclared, or sickness contracted or accidental bodily injury occurring while on full-time active duty in the Armed Forces of any country or combination of countries;
 - Occupational injury or sickness, or any injury or sickness otherwise covered by any Workers' Compensation Act, Occupational Disease Law or similar law;
 - Operating a motor vehicle under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit;
 - Care of treatment related to intentionally self-inflicted injury or self-induced sickness;
 - Charges for which there is no legal obligation to pay, or no charge is made, or in the absence of coverage no charge would be made;
 - Charges incurred after termination of coverage;
 - Charges of care or services furnished by an agency or program funded by federal, state or local government except Medicaid;
 - Charges which are not medically necessary for treatment of sickness or injury;
 - Unless specifically provided for in the plan, charges for routine physicals or exams or routine immunizations when no injury or sickness is present;
 - Charges for medical care, services, or supplies which are not furnished or prescribed by a doctor;
 - Charges for experimental or investigational treatment, procedures for research purposes, or practices when not generally recognized as accepted medical practices;
 - Charges for care treatment, services or supplies that are not approved or accepted as essential to the treatment of an injury or sickness by any of the following:
 - The American Medical Association,
 - The U.S. Surgeon General,
 - The U.S. Department of Public Health,
 - The National Institute of Health;
- Charges related to cosmetic surgery except:
 - To repair disfigurement because of an accidental bodily injury which occurs while covered under the plan, or
 - For reconstructive surgery because of mastectomy which is performed within 12 months of the date of a mastectomy, provided the mastectomy is because of malignancy and is performed while covered under the plan, and
 - For treatment of a congenital anomaly in a child born to you while covered under the plan;
 - Unless dental care benefits are included in this Plan, dental care or oral surgery except for closed or open reduction of fractures or dislocation of the jaw;
- Unless specifically provided in the Plan, charges for treatment of Alcohol or Drug Abuse;
- Unless specifically provided in the Plan, charges for refractions, eyeglasses or their fitting;
- Hearing aids or their fitting.
- Unless specifically provided in the Plan, charges for treatment of Mental Illness;
- Charges in connection with obesity, weight reduction, or dietetic control, except for morbid obesity or disease etiology;
- Charges for treatment or services for Temporomandibular Joint (TMJ) Syndrome, orofacial, or myofascial syndrome whether medical or dental in scope;
- Charges for reversal procedures in connection with previous male or female sterilization;
- Charges for services related to educational or vocational testing or training;
- Any charges for abortions which are not medically necessary;
- Any charges for outpatient food, food supplements, or vitamins;
- Any charges for prescription drugs or durable medical equipment;
- Surgery to correct vision problems which are not caused by a sickness or injury;
- Charges for treatment of male or female infertility; in vitro and in vivo fertilization of an ovum, or artificial insemination including but not limited to:
 - Drugs and medicines;
 - Diagnostic and surgical procedures including but not limited to:
 - Aspiration of ovarian cysts;
 - Harvesting or obtaining eggs;
 - Other surgical treatment of infertility;
 - Diagnostic laboratory and pathology procedures; and
 - Diagnostic radiology, nuclear medicine and ultra sound procedures;
- Charges made by a surgeon, nurse, dentist, or doctor who:
 - Normally lives with the covered person;
 - Is a member of the covered person's family; or

- Is the covered person's sponsor or another employee of the sponsor; or
- Is contracted for or by a union, employee benefit association, trustee, or similar organization or the employee of a clinic contracted for or by any such organization;
- Charges for custodial care;
- Charges for care, treatment, services, supplies or confinements primarily for the convenience of the covered person, his doctor, his family or other providers;
- Charges related to smoking cessation;
- Charges for the treatment of the following:
 - Codependency;
 - Social, occupational, or religious maladjustments;
 - Compulsive gambling;
 - Chronic marital or family problems when not related to the primary focus of treatment which must be a diagnosable mental disorder.
- Treatment received outside the United States except for emergency treatment while traveling;
- The processing of nuclear fission or fusion, or the processing, use, handling or transporting of radioactive material, including but not limited to nuclear reactors or any weapon of war or explosive device employing nuclear fission or fusion;
- Pre-existing conditions until covered under the Plan for 12 continuous months.

○ Prescription Benefit - Generic Only: Benefits will not be payable under the Policy for Federal Legend expenses incurred for:

- Generic drugs new to the market and less than 12 months old
- Anorexiant
- Anti-Obesity Drugs
- Biologicals
- Blood/Blood Plasma
- Diaphragms
- Fertility Drugs
- Fluoride Preps
- Growth Hormones
- Injectables (other than Insulin)
- Medical or Therapeutic Devices
- Nutritional/Dietary Supplements
- Implants
- Smoking Cessation Agents
- Topical Minoxidil
- Vitamins (other than prenatal)
- Glucometers
- Other Syringes
- Impotence Agents
- Cosmetic Agents
- Research or Experimental Drugs
- Depo-Provera

○ Critical Illness:

- If diagnosis occurs after the age of 70, half of the benefit is payable. This policy contains a thirty (30) day waiting period. This means that no benefits are payable for any insured before his/her coverage has been in force for thirty (30) days. If an insured is first diagnosed during the waiting period, benefits for that critical illness will apply only to loss starting after two (2) years from his/her effective date or the insured can elect to void the coverage and receive a refund of premium.
- The applicable benefit amount will be paid if: the date of the diagnosis is after the waiting period; the date of diagnosis occurs while the certificate is in force; and the cause of the illness is not excluded by name or specific description.
- Benefits will not be paid for loss due to:
 - Intentionally self-inflicted injury or action
 - Suicide or attempted suicide while sane or insane
 - Illegal activities or participation in an illegal occupation
 - War, whether declared or undeclared or military conflicts, participation in an insurrection or riot, civil commotion or state of belligerence
 - Substance abuse
 - Pre-existing conditions (except as stated)
 - Pre-existing conditions are covered after a twelve (12) month pre-existing condition limitation.