LIMITATIONS AND EXCLUSIONS

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 or expenses incurred for:

1. Conditions for which claims were submitted under a prior Short Term Medical policy or Policy issued by Us that provided coverage that ended within 90 days before the Effective Date of this Policy.
2. Sickness or Injury that is intentionally self-inflicted while sane, except that this exclusion does not apply to any self-inflicted Injury or Sickness that is the result of a medical condition. Sickness or Injury to the extent that benefits are paid by Medicare or any other government law or program, except Medicaid (Medi-Cal in California); or medical coverage under any automobile or no fault insurance.
3. Sickness or Injury eligible for benefits under worker’s compensation, employers’ liability or similar laws even when You do not file a claim for benefits.
4. Treatment of Sickness or Injury caused by or contributed to by war or any act of war; or participation in the military service of any country. Any premium paid for a time not covered will be returned pro-rata.
5. Dental treatment or services except for dental treatment or dental surgery necessary to restore or replace sound, natural teeth, the gums or supporting structures of the teeth. A sound, natural tooth has no decay and has never had a filling, root canal therapy or crown. Inpatient Hospital care must be the least expensive setting needed to produce a professionally adequate result and the Hospital charges only are Covered Expense. The treatment must be received while the Policy is in force.
6. Eyeglasses, contact lenses, eye exams, eye refraction or eye surgery for correction of refraction error; vision therapy; or artificial hearing devices.
7. Normal pregnancy or childbirth; including Hospital nursery charges at birth; or abortion, except as provided in the complications arising from pregnancy provision in the Benefits section.
8. Infertility diagnosis and treatment for males and females including, but not limited to, drugs and medications, artificial insemination, in-vitro fertilization and reversal of sterilization.
9. Genetic testing or counseling including, but not limited to, amniocentesis and chorionic villi testing.
10. Sex transformation; treatment of sexual function, dysfunction or inadequacy; or treatment to enhance sexual performance or desire.
11. Treatment and medication to stimulate growth and growth hormones for any purpose.
12. Treatment, services or supplies to address quality of life or lifestyle concerns including, but not limited to: smoking cessation; snoring or sleep disorders; the treatment or prevention of hair loss; change in skin pigmentation; or cognitive enhancement.
13. Sterilization and drugs or devices used directly or indirectly to promote or prevent conception.
14. Weight reduction or weight control programs or treatment; or surgery for weight control, obesity or morbid obesity.
15. All treatments for varicose veins.
16. Therapy or treatment for learning disorders or disabilities or developmental delays.
17. Sales tax or gross receipt tax; provider administrative expenses including, but not limited to, charges for claim filing, contacting utilization review organizations, or case management fees.
18. Cosmetic treatment or reconstructive or plastic surgery that is primarily a cosmetic procedure, including medical or surgical complications arising therefrom, except as provided in the Benefits section.
19. Treatment of Mental Health Conditions or substance abuse.
20. Treatment or services rendered by, or supplies purchased from, a member of Your Immediate Family or an employer.
21. Treatment or services required due to accidental Injury sustained in operating a motor vehicle while the Covered Person’s blood alcohol level, as defined by law, exceeds that level permitted by law or otherwise violates legal standards for a person operating a motor vehicle in the state where the Injury occurred. This exclusion applies whether or not the Injury occurred in connection with an incident involving the operation of a motor vehicle, and whether or not the Covered Person is charged with any violation in connection with the accident.
22. Treatment or services required due to Injury received while engaging in any hazardous occupation or other activity, including the following: Participating, instructing, demonstrating, guiding or accompanying others in parachute jumping, hang-gliding, bungee jumping, flight in an
aircraft other than a regularly scheduled flight by an airline, racing any motorized or non-motorized vehicle, rock or mountain climbing, professional or semi-professional contact sports of any kind. Also excluded are treatment and services required due to Injury received while practicing, exercising, undergoing conditioning or physical preparation for any such activity.

23. Treatment or services required due to Injury received while engaging in any hazardous occupation or other activity for which compensation is received, including the following: Participating, instructing, demonstrating, guiding or accompanying others in skiing and horse riding. Also excluded are treatment and services required due to Injury received while practicing, exercising, undergoing conditioning or physical preparation for any such compensated activity.

24. Treatment or services required due to Injury sustained while participating in any interscholastic or inter-collegiate sport, contest or competition or while practicing, exercising, undergoing conditioning or physical preparation for any such sport, contest or competition.

25. Treatment or services required for Sickness or Injury resulting from being intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Sickness or Injury took place).

26. Expense incurred due to Sickness or Injury of which a contributing cause was the Covered Person’s voluntary attempt to commit, participation in or commission of a felony, whether or not charged, or as a consequence of the Covered Person’s being under the influence of illegal narcotics or non-prescribed controlled substances.

27. Custodial Care; respite care; rest care; or supportive care.

28. Expenses incurred outside of the United States or its possessions or Canada.

29. Expenses incurred for Experimental or Investigational Treatment.

30. Private duty nursing services rendered during Hospital confinement and charges for standby Health Care Practitioners.

31. Dental braces, dental appliances, corrective shoes, repairs to or replacement of prosthetic devices, or orthotics, except as provided in the Benefits section.

32. Reduction mammoplasty; revision of breast surgery for capsular contraction or replacement of prosthesis, except as provided in the Benefits section.

33. Services or supplies for foot care, including care of corns, bunions or calluses, except capsular or bone surgery.

34. Treatment, services or supplies rendered or received when coverage under the Policy is not in effect, except as provided under the Extension of Benefits provision.

35. Any amount in excess of the Usual, Reasonable and Customary Amount, as determined by Us under this Policy.

36. Prophylactic treatment or services. Prophylactic means any surgery or other procedure performed to prevent a disease process from becoming evident in the organ or tissue at a later date.

37. Treatment, services or supplies that are not Medically Necessary as determined by Us under this Policy.

38. Treatment, services or supplies that are not described in the Benefits section.

39. Treatment, services or supplies not described in the Benefits section.

40. Expenses for marital counseling or social counseling.

41. Outpatient Prescription Drugs, medications, vitamins, and mineral or food supplements including pre-natal vitamins, or any over-the-counter medicines, whether or not ordered by a Doctor.

42. Treatment, services or supplies provided at no cost to the Covered Person.

43. Telephone consultations or failure to keep a scheduled appointment.

44. Abortions, except in connection with covered Complications of Pregnancy or if the life of the expectant mother would be at risk.

45. Eye surgery, such as radial keratotomy, when the primary purpose is to correct nearsightedness, farsightedness or astigmatism.

46. Treatment for cataracts.

47. Treatment of the temporomandibular joint unless Medically Necessary and caused by a congenital or developmental deformity, Sickness or Injury.

48. Speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy, holistic care of any nature, massage and kinesthesi therapy.

49. Orthoptics and visual eye training.
50. Hypnotherapy when used to treat conditions that are not recognized as Mental or Nervous Disorders by the American Psychiatric Association, and biofeedback, and nonmedical self-care or self-help programs.
51. Any services or supplies in connection with cigarette smoking cessation.
52. Treatment incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
53. Treatment for or related to any congenital condition, except as it relates to a newborn or adopted child added as a Covered Person to this Policy.
54. Spinal manipulation or adjustment.
55. Sclerotherapy for veins of the extremities.
56. Chronic fatigue or pain disorders; or immunodeficiency disorders.
57. Treatment or diagnosis of allergies, except for emergency treatment of allergic reactions.
58. Joint replacement or other treatment of joints, spine, bones or connective tissue including tendons, ligaments and cartilage, unless related to a covered Injury.
59. Expenses or losses related to or in connection with the treatment of Acquired Immunodeficiency Syndrome and its related effects.
60. Hospice care.
61. Costs of services or supplies for personal comfort or convenience, including homemaker services or supportive services focusing on activities of daily life that do not require the skills of qualified technical or professional personnel, including but not limited to bathing, dressing, feeding, routine skin care, bladder care and administration of oral medications or eye drops, except as specifically covered.
62. Expenses for surgery during the first 6 months after the Effective Date of Coverage for a Covered Person for a total or partial hysterectomy, unless it is Medically Necessary due to a diagnosis or carcinoma (subject to all other coverage provisions, including but not limited to, the Pre-Existing Conditions exclusion); tonsillectomy, adenoidectomy, repair of deviated nasal septum or any type of surgery involving the sinus, myringotomy, tympanotomy, herniorraphy, or cholecystectomies.

**Pre-Existing Condition Exclusion**
Charges resulting directly or indirectly from a pre-existing condition are excluded from coverage hereunder.

This exclusion does not apply to a newborn or newly adopted child who is added to coverage under this Policy in accordance with the **ELIGIBILITY AND EFFECTIVE DATE** section beginning on page 9 of this Policy.

This exclusion also does not apply to routine follow-up care for breast cancer to determine whether a breast cancer has recurred in a Covered Person who has been previously diagnosed with breast cancer, unless evidence of breast cancer is found during or as a result of follow-up care.

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 terminated less than 63-days prior to the effective date of the Covered Person’s coverage under the Policy.

Creditable coverage includes (a) a group health plan; (b) Health Insurance Coverage, as defined in this Policy; (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.