

# Limitations, Exclusions and Disclaimers

## GROUP FIXED INDEMNITY LIMITED BENEFIT MEDICAL INSURANCE BENEFITS

Underwritten by Fidelity Security Life Insurance Company®

### LIMITATIONS

**Recurrent Confinements.** If the Company pays benefits for a period of Confinement, and the Insured Person is readmitted within 30 days of that Confinement for the same condition, the later Confinement will be treated as a continuation of the prior Confinement. If more than 30 days have passed between periods of Confinement for the same condition or the successive Confinement is for an unrelated cause, the Company will treat the later Confinement as a new Confinement. Some limitations may vary by state.

**Pre-Existing Condition.** Benefits are not payable for a Pre-Existing Condition until the expiration of 12 consecutive months, beginning with the Insured Person's Effective Date.

"Pre-Existing Condition" means any Injury, Sickness, Pregnancy, Mental or Nervous Disorder or Substance Abuse for which medical treatment or advice was rendered or recommended by a Physician within 12 months prior to the Insured Person's Effective Date. May vary by state.

### EXCLUSIONS

The Policy does not provide any benefits for the following:

1. suicide or any attempt of suicide, while sane or insane;
2. any intentionally self-inflicted Injury or Sickness or any attempt thereof;
3. rest care or rehabilitative care and treatment;
4. Dependent child Pregnancy, except Complications of Pregnancy;
5. routine newborn care, except as specifically provided for in the Wellness benefit;
6. voluntary abortion, except where necessary to save the Insured Person's life;
7. Participation in a Riot, insurrection, rebellion, civil commotion, civil disobedience or unlawful assembly. For purposes of this exclusion, "Participation" means to take an active part in common with others; "Riot" means any use or threat to use force or violence or disturbance by three or more persons without authority of law. This does not include a loss that occurs while acting in a lawful manner within the scope of authority;
8. committing, attempting to commit or taking part in a felony, battery, assault or engaging in an illegal occupation;
9. any Injury occurring while the Insured Person is intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Injury took place);
10. treatment for the voluntary taking of any poison or inhalation of gas, or voluntary taking of any drug, sedative or narcotic, unless prescribed by a Physician and taken according to the prescribed dosage;
11. dental care or treatment, except:
  - a. care or treatment due to an Injury to sound, natural teeth treated within 12 months of the Accident;
  - b. treatment necessary due to congenital defects or birth abnormalities;
  - c. excision of impacted third molars, or
  - d. closed or open reduction of fractures or dislocation of the jaw;
12. sex changes;
13. the reversal of tubal ligation or the reversal of vasectomies;
14. flying or descending from any aircraft or air conveyance, except as a fare-paying passenger in any regularly scheduled commercial aircraft flying between established airports on a regularly scheduled route;
15. accidental bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by the Company pro rata for any period of active duty);
16. declared or undeclared war or acts thereof;
17. Injury or Sickness arising out of or in the course of any occupation for compensation, wage or profit or benefits that the Insured Person is entitled to under any Occupational Disease Law or similar law, whether or not application for such benefits have been made;
18. medical care, services or supplies provided outside of the United States of America or its territories;
19. treatment of obesity, weight reduction or dietetic control; except morbid obesity or disease etiology;
20. Confinement, care or services incurred prior to the Insured Person's Effective Date or that begin after termination of coverage;
21. Confinement, care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law; or
22. any Confinement or treatment not specifically covered in the Schedule of Benefits.

### DISCLAIMERS

The Group Fixed Indemnity Limited Benefit Medical Insurance is underwritten by Fidelity Security Life Insurance Company® ("FSL"), Kansas City, MO 64111 on Policy No. LM-173 Policy Form No. M-6013 and issued to Affiliated Workers Association as the group master policyholder. **This insurance is not basic insurance or major medical coverage; it is not designed as a substitute for basic health insurance or major medical coverage.** The Group Fixed Indemnity Limited Benefit Medical Insurance is subject to provisions, benefits, exclusions or limitations of the group policy which may vary by state. This brochure contains only a brief description of coverage and is not a contract. For complete details of coverage, please refer to the certificate. FSL does not provide nor is affiliated with the discount programs provided as a part of membership in The Affiliated Workers Association. Coverage becomes effective on the date provided in the membership material. The insurer has the right to increase premium rates and has the option to cancel coverage. The AWA EliteHealth Membership is marketed and administered by Premier Health Solutions, LLC. Premier Health Solutions, LLC is the primary administrator of all Affiliated Workers Association membership plans and insurance products. Premier Health Solutions, LLC operates as a Third-Party Administrator in the state of California under the name PHSI Administrators, LLC and does business under the name PremierHS, LLC in Kentucky, Ohio, Pennsylvania, South Carolina and Utah.

Dependent Child(ren) are covered from birth to 26 years old unless otherwise mandated by state.

Spouse includes Domestic Partner.

The coverage will continue as long as the group policy remains in force, the premiums are paid and you remain a member of the Association. Any dependents covered under the policy will remain covered as long as they remain eligible, the Member's coverage remains in force, and the required premium is paid. All coverage will end on the date any insured person submits a fraudulent claim.

Some provisions, benefits, exclusions or limitations listed herein may vary by state. Not available in all states.