

General Exclusions and Limitations

TransChoice Plus Policy

TransChoice Plus contains certain limitations and exclusions, which are listed below. It's important to fully understand these limitations and exclusions. Doing so will avoid problems at claim time. Specifically, no benefits will be payable as the result of:

- In the event of suicide, the Company's liability may be limited to only the return of premiums paid. In Missouri, suicide is no defense to payment of benefits unless the Company can show the insured intended suicide when he/she applied/enrolled for coverage;
- any intentionally self-inflicted injury or sickness;
- rest care or rehabilitative care and treatment (unless provided as a benefit on the Summary of Benefits);
- immunization shots and routine examinations such as physical examinations, mammograms, pap smears, immunizations, flexible sigmoidoscopy, prostate-specific antigen tests and blood screenings unless the Wellness Benefit is included;
- routine newborn care (unless covered under the Wellness Indemnity Benefit);
- the treatment of mental illness; functional or organic nervous disorder, regardless of cause (unless the daily Inpatient Mental and Nervous Benefit is shown on the Summary of Benefits); alcohol abuse; and drug use, unless such drugs were taken on the advice of a physician and taken as prescribed (unless the daily inpatient Drug and Alcohol Benefit is shown on the Summary of Benefits);
- participation in a riot, civil commotion, civil disobedience or unlawful assembly;
- committing, attempting to commit or taking part in a felony, or assault, or engaging in an illegal occupation;
- participation in an organized contest of speed, parachuting, parasailing, bungee jumping or hang gliding;
- air travel, except as a fare-paying passenger on a commercial airline on a regularly scheduled route, or as a passenger for transportation only and not as a pilot or crew member;
- any accident caused by the participation in any activity or event, including the operation of a vehicle, while under the influence of a controlled substance (unless administered by a physician or taken according to the physician's instructions) or while intoxicated (intoxicated means that condition as defined by the law of the jurisdiction in which the accident occurred);
- any procedure or treatment to change physical characteristics to those of the opposite sex and other treatment related to sex change;
- the reversal of tubal ligation or vasectomy;
- artificial insemination, in vitro fertilization and test tube fertilization, including any related testing, medications or physician's services, unless required by law;
- any loss incurred while on active duty status in the armed forces (if the insured notifies Transamerica of such active duty, Transamerica will refund any premiums paid for any period for which no coverage is provided as a result of this exception);
- accidents or sicknesses arising out of and in the course of any occupation for compensation, wage, or profit OR expenses which are payable under Occupational Disease Law or similar law, whether or not application for such benefits has been made;
- air or ground ambulance transportation (unless the Ambulance Benefit has been included);
- routine eye examinations or fitting of eye glasses;
- hearing aids or fitting of hearing aids;
- dental examinations or dental care other than expenses resulting from an accident;
- care or treatment of an accident or sickness not specifically provided for in the plan;
- with respect to the Off-the-Job Accidental Injury Benefit only, charges that the insured is not legally required to pay, or charges which would not have been made if this coverage had not existed; or
- treatment of an accident or sickness made necessary by or arising from war, declared or undeclared, or any act of war.

We will have the right to terminate the coverage of any Covered Person who submits a fraudulent claim under the Policy.

Extension of Benefits – Whenever termination of coverage under this section occurs due to termination of Your employment or membership, such termination will be without prejudice to any Hospital Confinement which commenced while coverage was in force, with respect to Daily In-Hospital Indemnity Benefits; or any covered treatment or service for which benefits would be provided and which commenced while coverage was in force; provided, however, that the Covered Person is and continues to be Hospital Confined or Disabled. Such Extension of Benefits will continue for up to the earlier of 30 days; or The date on which the Covered Person is no longer Disabled.