

AMERICAN MEDICAL ACCESS ASSOCIATION HEALTH PLAN

PLAN LIMITATIONS AND EXCLUSIONS

With respect to all of the insured health indemnity benefits provided under this plan, no benefit will be payable as the result of:

1. Suicide or any attempt thereat, while sane or insane (in Missouri, the words "or insane" do not apply);
2. Any intentionally self-inflicted injury or sickness;
3. Rest care or rehabilitative care and treatment;
4. Cosmetic surgery or care or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to cosmetic surgery resulting from a covered accident if initial treatment of the covered person is begun within 12 months of the date of the covered accident;
5. Immunization shots (except where required by law) and routine examinations such as: health exams, periodic check-ups, pre-marital exams, and routine physicals;
6. Routine newborn care, including routine nursery charges;
7. Voluntary abortion, except with respect to the insured or covered spouse: a) where such person's life would be endangered if the fetus were carried to term, or b) where medical complications have arisen from an abortion;
8. Pregnancy of a dependent child, unless required by law;
9. The treatment of: a) mental illness; b) functional or organic nervous disorder, regardless of cause; c) alcohol abuse; d) drug use, unless such drugs were taken on the advice of a physician and taken as prescribed, for more than 10 days in any calendar year, with respect to payment of the Daily In-Hospital Benefit;
10. Participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
11. Committing, attempting to commit, or taking part in a felony or assault, or engaging in an illegal occupation;
12. Participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee jumping or hang gliding;
13. Air travel, except; a) as a fare-paying passenger on a commercial airline on a regularly scheduled route; or b) as a passenger for transportation only and not as a pilot or crew member;
14. Any accident occurring as a result of the covered person being intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the accident took place);
15. Sex changes;
16. Experimental treatments or surgery;
17. The reversal of tubal ligation and vasectomies;
18. Artificial insemination, in vitro fertilization, and test tube fertilization, including any related testing, medications, or physician's services, unless required by law;
19. Treatment of exogenous obesity or weight control;
20. An act of war, whether declared or undeclared, or while performing police duty as a member of any military or naval organization. This exclusion includes accident sustained or sickness contracted while in the service of any military, naval or air force of any country engaged in war. The company will refund the pro rata unearned premium for any such period the covered person is not covered;
21. Accident or sickness 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;
22. Pre-existing conditions, except as previously described; or
23. Air or ground ambulance service (except where required by law).

In addition to the Plan Limitations and Exclusions outlined above, the following are not covered under the Outpatient Physician Office Visit Benefit and the Outpatient Diagnostic X-Ray and Laboratory Benefit:

1. Visits made, examinations given, or x-rays or laboratory tests performed as an in-patient while confined to a Hospital;
2. Routine eye examinations or fitting of glasses;
3. Fitting of hearing aids;
4. Dental examinations or dental care other than expenses resulting from accidental injury; and
5. Benefits which are provided under any other part of this Plan.

In addition to the Plan Limitations and Exclusions for all coverages, the following are not covered under the Outpatient Prescription Drug Indemnity Benefit:

1. Drugs and medicines which may be lawfully obtained without a Physician's prescription, except insulin;
2. Therapeutic devices or appliances. This includes hypodermic needles, syringes, support garments and other non-medical items;
3. Drugs labeled "Caution - limited by Federal Law to investigational use" or experimental drugs;
4. Drugs, medicines or insulin, in whole or in part, used by or administered to a covered person while confined in a Hospital, rest home, sanatorium, extended care facility, convalescent hospital, nursing home or similar institution;
5. Immunization agents, biological sera, blood or blood plasma; or
6. Contraceptive materials, devices or medications or infertility medication, except where required by law.

Pre-Existing Condition Limitation

No benefits will be payable for expenses incurred as a result of a Pre-Existing Condition until the earlier of:

- a. the end of a continuous period of 12 months commencing on or after the covered person's effective date of coverage under these plans during all of which the covered person has received no medical advice or treatment in connection with such Pre-Existing Condition; or
- b. the end of a two-year period commencing on the covered person's effective date of coverage under this plan.

A Pre-Existing Condition is a disease, accident, sickness or physical condition for which a covered person: (a) had treatment; (b) incurred expense; (c) took medication; or (d) received a diagnosis or advice from a physician during the 12-month period immediately preceding the date coverage begins, including conditions which are related to such disease, accident, sickness or physical condition.