

Assurity at Work

LIMITATIONS AND EXCLUSIONS – CANCER POLICY (AAW-C120)

Limitations

Pre-Existing Conditions

If your policy is issued pursuant to our guarantee to issue program, benefits for preexisting conditions disclosed on your application will be paid if the covered injury or sickness resulting from the disclosed condition is incurred at least twelve months (six months in NM) after the issue date. Benefits for non-disclosed preexisting conditions will be paid if the injury or sickness resulting from the non-disclosed condition is incurred at least 24 months after the issue date.

If your policy is not issued pursuant to our guarantee to issue program, we will not pay any benefits for loss caused by a pre-existing condition during the first two years (six months in MA, NJ, NM; one year in CT, ID, MT, NC, SC, SD, UT, VA and WV) following the issue date. Loss due to such conditions will be payable unless specifically excluded from coverage after this two year (six month in MA, NJ, NM; one year in CT, ID, MT, NC, SC, SD, UT, VA and WV) period. In MA, if we deny liability and refuse to make a payment due to a pre-existing condition, we will send you documented evidence of specific instances of actual treatment or observation of such pre-existing condition in all cases except those of a confidential nature.

A pre-existing condition is defined as cancer or a specified disease which first manifests itself (was treated or diagnosed in MN and PA) within five years (six months in ID and UT; one year in SD; two years in IL, NC, NH, VT, and WV; three years in RI) prior to the issue date for each insured. In MA and NJ, cancer or a specified disease for which an insured received diagnosis or treatment during the six month (two year in ND; three year in MT) period before the issue date. In CT, cancer or a specified disease for which medical advice or treatment was recommended by a physician or received from a physician within a twelve month period before the issue date for each insured. Conditions which are fully disclosed to us on the application and are not excluded or limited by us are not considered pre-existing conditions. In VA, cancer or a specified disease which manifests itself within: a) six months before the issue date for each insured; or b) was diagnosed by a physician before the issue date and for which medical advice or treatment was recommended by or received from a physician within ten years before the issue date. In GA, the policy does not contain a definition for pre-existing condition. In NC, pre-existing conditions for insureds age 65 or older shall include only conditions specifically excluded by rider.

30-Day Waiting Period

There is a 30-day waiting period during which no (in AZ and MO, limited) benefits will be paid during the first 30 days. All other in AZ and MO, covered losses which manifest (are diagnosed in MN; are first diagnosed or medical treatment recommended in MT; resulting from cancer or specified disease in PA) after the Issue Date will be payable starting on the 31st day. In CT and MA, if you are diagnosed with a specified disease during the waiting period, we will refund any premium paid. There is no waiting period in NJ.

Statements Made in your Application/Time Limit on Certain Defenses

After your policy has been in force for two (three in LA, RI and VT) years after the issue date, we cannot use your application answers against you and except in CT, unless they are fraudulent. In VA, the result of fraudulent misstatements in your application may be that your policy may be voided or a claim of loss denied. No claim for loss that starts after two (one in VA, three in LA, RI and VT) years from the issue date will be reduced or denied because a physical condition existed before the issue date unless it is limited or was excluded by name or specific description. In CA, (a) after two years from the issue date no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two-year period; and (b) no claim for loss incurred or disability (as defined in the policy) commencing after two years from the issue date shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the issue date. In NJ, no claim for loss commencing after six months from the issue date will be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the issue date and existed before the issue date.

EXCLUSIONS

We will not pay any Benefits for loss caused by or resulting from:

1. Injuries;
2. Sickness, illness or bodily infirmity resulting from anything other than Cancer or Specified Disease;
3. Any sickness, illness, bodily infirmity or incapacity that has been caused, complicated, worsened, or affected by cancer or a specified disease or as a result of cancer or specified disease treatment (not applicable in AR, CT, ID, IL, PA, SC, UT, VA, WV);
4. Hospital confinement or, except in NJ, expenses that are incurred, prior to the issue date regardless of the date of positive diagnosis;

5. Experimental treatment, except as specifically provided in the experimental treatment benefit or bone marrow transplant benefit (benefits for experimental treatment are limited to \$25,000 (\$10,000 in NJ) per calendar year. Benefits for bone marrow transplants are limited to a policy lifetime maximum of \$25,000 (\$10,000 in NJ and UT). No other benefits are payable for such treatment.) In TN, benefits for experimental treatment will not be denied based solely on the fact that the insured was a participant in a clinical trial;
6. Care and/or treatment received outside the U.S. or its territories;
7. Care, confinement and/or treatment in a government or charity hospital except as specifically provided in the government or charity hospital benefit (not applicable in MO, ND, NJ, PA);
8. In MD, reconstructive surgery except as specifically provided in the breast cancer/breast reconstruction/breast prosthesis benefit; or
9. In MD, we will not pay any benefits otherwise covered under this policy that are in connection with or resulting from a prohibited referral, defined as a referral by one physician to another physician or entity in which the physician directly or indirectly owns a beneficial interest, in which the physician indirectly owns a beneficial interest of 3% or more, or in which there exists a compensation arrangement. This does not apply if the other practitioner is a member of the same group practice as the referring health care provider.

MISSTATEMENT OF AGE

If Your Age was misstated in the Application, the Policy Benefits will be changed to those the Premium paid would have provided for the correct Age.

RENEWABILITY

This policy is guaranteed renewable for your lifetime. That means as long as you pay the renewal premiums when due, we cannot cancel or change your policy.

PREMIUMS

We reserve the right to change the premium rates. If we do this, we can only do it to all policies in your class. In LA and NC, we will not increase rates during the first policy year. In LA and NC, thereafter, we will not increase rates more frequently than once in every six (twelve in MT) month period. We will give you 31 (45 in LA and NC; 60 in GA) days notice if we change premium rates.

TERMINATION

Your coverage will terminate and no benefits will be payable under the policy and the attached riders, if any, on the earliest of the following: 1) when any premium due for the policy is not paid before the end of the grace period; 2) when you give us a written request to do so; 3) when you establish residence in a foreign country (not applicable in CA, CT, KS, NJ, ND); or 4) upon your death.

In KS and KY, except for nonpayment of premium, we will give you 45 days notice if we terminate your coverage. If we fail to provide 45 days notice of termination, your coverage will remain in force until 45 days after notice is given or until the effective date of replacement coverage you obtain, whichever occurs first. In the event of termination, we will promptly refund any unearned premium paid. In LA, except for nonpayment of premium, we will give you 60 days notice if we terminate your coverage.

Termination of the policy will be without prejudice to any claim arising prior to such termination. However, any extension of benefits beyond the period the policy is in force will end on the earlier of: 1) payment of the Maximum Benefits; or 2) three months (not applicable in AR, NJ, PA; twelve months in MD).

In ME, you will receive ten days prior notice of our intent to terminate the policy. We will reinstate the policy if you suffer from organic brain disorder causing your failure to pay any premium due.

WAIVER OF PREMIUM

If while the policy is in force and before an insured turns age 65, he or she becomes disabled due to cancer or a specified disease, and is receiving treatment for such cancer or specified disease for which benefits are payable under the policy and remains disabled for 90 consecutive days, we will waive premiums starting with the first renewal premium following the 90-day period of disability. We will waive premiums for as long as the insured remain disabled. Premiums waived will be in accordance with the mode of payment in effect when treatment began.

CONTINUATION OF COVERAGE

If you die while your spouse is an insured under the family rider attached to the policy, we agree thereafter to renew the policy each term, with your spouse as the new insured as long as such spouse lives and pays the required premium before the end of the grace period. In WA, if you and your spouse divorce while your spouse is an insured under the family rider, we agree to issue your spouse a separate cancer/specified disease policy without requiring evidence of insurability provided we receive an application and the required premium for such policy within 31 days of the entry of a valid decree of divorce.

CANCELLATION BY INSURED (ONLY IN KS, OH and VA)

You may cancel this policy at any time by written notice to us. The unearned portion of any premium paid will be refunded. The earned premium shall be computed pro-rata. We may not cancel this policy.

Policy may not be approved in all states and its provisions vary by state. This description of benefits is intended only to highlight your benefits and should not be relied upon to fully determine coverage. Please refer to your policy for a complete listing of benefits, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the terms of the policy, the terms of the policy prevail.