



Humana.

**Regulatory Pre-enrollment Disclosure Guide
Short and Long-Term Disability Income**

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Short-Term Disability Income Regulatory Pre-enrollment Disclosure Guide*

Exclusions and Limitations

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

*The Regulatory Pre-enrollment Disclosure Guide only lists the major limitations and exclusions of the plan. Exclusions and Limitations may vary by state and plan design. If there is any conflict between the Policy and this Regulatory Pre-enrollment Disclosure Guide, the Policy controls.

The Short-Term Disability Income product is underwritten by Humana Insurance Company,
Humana Insurance Company of Kentucky or Humana Insurance Company of New York.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

State Specific Exclusions and Limitations

The Short-Term Disability Income limitations and exclusions are revised as follows:

California

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless, after satisfying the Benefits Commence period, You are under the Regular Care of a Physician;
- 2) that is caused by war or act of war, whether declared or not;
- 3) that is caused by the commission of or attempt to commit a felony by the person whose Disability or loss is the basis of claim;
- 4) that is caused by the person, whose Disability or loss is the basis of a claim, being engaged in an illegal occupation; or
- 5) caused by an intentionally self-inflicted Injury;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay a benefit, or an increase in benefits, under The Policy for any loss or period of Disability beginning within the first 12 consecutive months of the effective date of Your coverage if such loss or period of Disability results from, or is caused or substantially contributed to by, a Pre-existing Condition or the medical or surgical treatment of a Pre-existing Condition.

Pre-existing Condition means You:

- 1) suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed to Us when You applied for initial coverage, or for any increase in benefits or Change in Coverage, and:
 - a) for which You received a Physician's advice or treatment within the 3 consecutive month period immediately prior to Your effective date of coverage or the effective date of any increase in benefits or Change in Coverage; or
 - b) which caused symptoms for which a prudent person would usually seek medical advice or treatment within the 3 consecutive month period immediately prior to Your effective date of coverage or the effective date of any increase in benefits or Change in Coverage; or
- 2) received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 3 consecutive month immediately prior to Your effective date of coverage, or the effective date of any increase in benefits or Change in Coverage.

Colorado

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury, while sane;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Connecticut

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your participation in a felony;
- 4) caused or contributed to by an intentionally self-inflicted Injury;
- 5) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 6) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Florida

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Georgia

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse, or symptoms thereof, for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or

- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Illinois

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Use Disorder; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Use Disorder;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Kentucky

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury;

- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment unless You are eligible for benefits under any Workers' Compensation or similar law. You are not deemed to be eligible for benefits under any Workers' Compensation or similar law if, as an owner or owners of a business, including qualified partners as defined in KRS 342.012(3), You have elected not to be covered for Workers' Compensation or similar law.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Maine

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;

- 5) caused or contributed to by an intentionally self-inflicted Injury;
- 6) for which Workers' Compensation benefits are paid; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

Payment of benefits may be made to You on a provisional basis, pending resolution of a claim for Workers' Compensation benefits, and may be subject to recovery or offset. Payment of benefits under The Policy may be more than the amount You are ultimately entitled to under Workers' Compensation Law, and You may be required to repay the difference.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Maryland

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician, unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

A Pre-existing Condition does not include a condition admitted in the application which was not excluded by means of a signed waiver rider attached to The Policy.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Michigan

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation or other willful criminal activity that rises to the level of a misdemeanor or felony;
- 5) caused or contributed to by a willful self-inflicted Injury that rises to the level of a misdemeanor or felony;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Nevada

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, or episode of Substance Abuse; or

- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

New Hampshire

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or participation in a felony;
- 4) caused or contributed to by an intentionally self-inflicted Injury;
- 5) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 6) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 9 consecutive months.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, except for complications of pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, except for complications of pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

New Jersey

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

If immediately preceding Your becoming insured under The Policy:

- 1) You were covered under another plan, which provided Disability benefits, insured by Us; and
- 2) We paid benefits to You for a Disability under the other plan,

the condition causing such Disability will not be considered a Pre-existing Condition under The Policy.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

New Mexico

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal activity;
- 5) caused or contributed to by an intentionally self-inflicted Injury within 2 years of Your Effective Date of coverage under The Policy;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

The Pre-existing Condition Limitation does not apply to an increase in coverage that occurs because of a change in The Policy terms or benefits.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

New York

A. Exclusions:

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) that is caused or contributed to by war or act of war, whether declared or not;
- 2) caused by Your commission of or attempt to commit a felony;
- 3) caused or contributed to by Your being engaged in an illegal occupation; or
- 4) caused or contributed to by an intentionally self-inflicted Injury.

B. Pre-existing Condition Limitation:

Pre-existing Condition means a condition for which medical advice was given, treatment was recommended by, or received from, a Physician within 3 consecutive months prior to Your effective date of coverage or effective date of any Changes in Coverage.

The time periods stated within this Pre-existing Condition Limitation provision are waiting periods for, and not a complete bar of, coverage of those Disabilities that arise within the first 12 consecutive months of coverage or an increase in coverage. The Benefits Commence under The Policy runs concurrent with the waiting periods imposed under this Pre-existing Condition Limitation provision.

Provided the Benefits Commence period has been satisfied, We will pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition:

- 1) if You are under age 65, once You have been continuously insured under The Policy for 12 consecutive months;
or
- 2) if You are age 65 or older, once You have been continuously insured under The Policy for 6 consecutive months.

Benefits accrue as of the first day after satisfaction of the Pre-existing Condition Limitation, subject to all other applicable terms and conditions of The Policy. If the Benefits Commence has not been satisfied, benefits, or any increase in benefits, accrue as of the first day after satisfaction of the Benefits Commence period, subject to all other applicable terms and conditions of The Policy.

The Pre-existing Conditions Limitation will apply on the Policy Effective Date to the amount of a benefit increase, a change in class, or a change in The Policy, which results in a change from the Prior Policy to The Policy.

Credit For Pre-existing Conditions:

If You were covered under a Prior Policy within 60 days prior to Your effective date of coverage under The Policy, period of coverage requirements for Pre-existing Conditions that were fully or partially met under such plan will be credited toward the satisfaction of similar periods under The Policy. This credit will apply to the extent that the Prior Policy's level of benefits was substantially similar to The Policy.

To receive the Weekly Benefit, You must satisfy the Pre-existing Condition Limitation provision under either Our Policy or the Employer's Prior Policy, if benefits would have been paid had the Employer's Prior Policy plan remained in force.

Your Weekly Benefit will be payable according to The Policy's provisions if:

- 1) You satisfy the Pre-existing Condition Limitation provision of The Policy; or
- 2) You do not satisfy the Pre-existing Condition Limitation provision of The Policy, but You satisfy the Employer's Prior Policy's pre-existing condition limitation provision.

North Carolina

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not, but not including acts of terrorism;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury;
- 6) for which benefits are paid, or may be paid if duly claimed, under the North Carolina Workers' Compensation Act only to the extent that You, Your Employer or the worker's compensation insurance carrier are liable according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 months.

Pre-existing Condition means any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse for which You received Medical Care during the 3 month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) gives medical advice, diagnosis or care; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

North Dakota

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Ohio

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your Effective Date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Oklahoma

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not, while serving in the military or an auxiliary unit;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Pennsylvania

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 90 consecutive day period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

South Dakota

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, during the 12 months after the effective date of coverage.

Pre-existing Condition means:

- 1) any Injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such Injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Texas

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means any disease or physical condition related to or resulting from accidental bodily injury or sickness for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Utah

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your voluntary participation in a felony;
- 4) caused or contributed to by Your voluntarily being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury;
- 6) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 7) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Vermont

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) that is caused or contributed to by war or act of war, whether declared or not;
- 2) caused by Your participation in a felony;
- 3) caused or contributed to by Your being engaged in an illegal occupation;
- 4) caused or contributed to by an intentionally self-inflicted Injury, except if caused by Your Mental Illness or Substance Abuse;
- 5) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
- 6) sustained as a result of doing any work for pay or profit for another employer, including self-employment.

No claim for loss incurred or Disability commencing after three years from the date of issue of The Policy 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 effective date of coverage of The Policy.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Long-Term Disability Income Regulatory Pre-enrollment Disclosure Guide*

Exclusions and Limitations

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted Injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any accidental bodily injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

*The Regulatory Pre-enrollment Disclosure Guide only lists the major limitations and exclusions of the plan. Exclusions and Limitations may vary by state and plan design. If there is any conflict between the Policy and this Regulatory Pre-enrollment Disclosure Guide, the Policy controls.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

State Specific Exclusions and Limitations

The Long-Term Disability Income limitations and exclusions are revised as follows:

California

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless, after satisfying the Elimination Period, You are under the Regular Care of a Physician;
- 2) that is caused by war or act of war, whether declared or not;
- 3) that is caused by the commission of or attempt to commit a felony by the person whose Disability or loss is the basis of claim;
- 4) that is caused by the person, whose Disability or loss is the basis of a claim, being engaged in an illegal occupation; or
- 5) caused by an intentionally self-inflicted injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay a benefit, or an increase in benefits, under The Policy for any loss or period of Disability beginning within the first 12 consecutive months of the effective date of Your coverage if such loss or period of Disability results from, or is caused or substantially contributed to by, a Pre-existing Condition or the medical or surgical treatment of a Pre-existing Condition.

Pre-existing Condition means You:

- 1) suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed to Us when You applied for initial coverage, or for any increase in benefits or Change in Coverage, and:
 - a) for which You received a Physician's advice or treatment within the 3 consecutive month period immediately prior to Your effective date of coverage or the effective date of any increase in benefits or Change in Coverage; or
 - b) which caused symptoms. for which a prudent person would usually seek medical advice or treatment. within the 3 consecutive month period immediately prior to Your effective date of coverage or the effective date of any increase in benefits or Change in Coverage; or
- 2) received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the 3 consecutive months immediately prior to Your effective date of coverage, or the effective date of any increase in benefits or Change in Coverage.

Colorado

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted Injury, while sane.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Connecticut

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your participation in a felony; or
- 4) caused or contributed to by an intentionally self-inflicted injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Florida

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Georgia

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse, or symptoms thereof, for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Illinois

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Use Disorder; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Use Disorder;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Kentucky

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any accidental bodily injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Maine

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted injury.

Payment of benefits may be made to You on a provisional basis, pending resolution of a claim for Workers' Compensation benefits, and may be subject to recovery or offset. Payment of benefits under The Policy may be more than the amount You are ultimately entitled to under Workers' Compensation Law, and You may be required to repay the difference.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Maryland

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted Injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any accidental bodily injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

A Pre-existing Condition does not include a condition admitted in the application which was not excluded by means of a signed waiver rider attached to The Policy.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Michigan

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation other willful criminal activity that rises to the level of a misdemeanor or felony; or
- 5) caused or contributed to by a willful self-inflicted Injury that rises to a level of a misdemeanor or felony.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Nevada

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any accidental bodily injury, Sickness, Mental Illness, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, Sickness, Mental Illness, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

New Hampshire

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or participation in a felony; or
- 4) caused or contributed to by an intentionally self-inflicted Injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 9 consecutive months.

Pre-existing Condition means:

- 1) any accidental bodily injury, Sickness, Mental Illness, pregnancy, except for complications of pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, Sickness, Mental Illness, pregnancy, except for complications of pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

New Jersey

A. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

If immediately preceding Your becoming insured under The Policy:

- 1) You were covered under another plan, which provided Disability benefits, insured by Us; and
 - 2) We paid benefits to You for a Disability under the other plan,
- the condition causing such Disability will not be considered a Pre-existing Condition under The Policy.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

New Mexico

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal activity; or

- 5) caused or contributed to by an intentionally self-inflicted Injury within 2 years of Your Effective Date of coverage under The Policy.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

The Pre-existing Condition Limitation does not apply to an increase in coverage that occurs because of a change in The Policy terms or benefits.

Pre-existing Condition means:

- 1) any accidental bodily injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

C. Mental Illness and Substance Abuse Benefits: *Are benefits limited for Mental Illness or Substance Abuse?*

If You are Disabled because of:

- 1) Mental Illness that results from any cause;
- 2) any condition that may result from Mental Illness;
- 3) alcoholism; or
- 4) the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance;

then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.

Benefits will be payable:

- 1) for as long as You are confined in a hospital or other place licensed to provide medical care for the disabling

- condition; or
- 2) if not confined, or after You are discharged and still Disabled, for a total of 24 months for all such disabilities during Your lifetime.

New York

A. Exclusions:

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) that is caused or contributed to by war or act of war, whether declared or not;
- 2) caused by Your commission of or attempt to commit a felony;
- 3) caused or contributed to by Your being engaged in an illegal occupation; or
- 4) caused or contributed to by an intentionally self-inflicted Injury.

B. Pre-existing Condition Limitation:

Pre-existing Condition means a condition for which medical advice was given, treatment was recommended by, or received from, a Physician within 3 consecutive months prior to Your effective date of coverage or effective date of any Changes in Coverage.

The time periods stated within this Pre-existing Condition Limitation provision are waiting periods for, and not a complete bar of, coverage of those Disabilities that arise within the first 12 consecutive months of coverage or an increase in coverage. The Elimination Period under The Policy runs concurrent with the waiting periods imposed under this Pre-existing Condition Limitation provision.

Provided the Elimination Period has been satisfied, We will pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition:

- 3) if You are under age 65, once You have been continuously insured under The Policy for 12 consecutive months;
or
- 4) if You are age 65 or older, once You have been continuously insured under The Policy for 6 consecutive months.

Benefits accrue as of the first day after satisfaction of the Pre-existing Condition Limitation, subject to all other applicable terms and conditions of The Policy. If the Elimination Period has not been satisfied, benefits, or any increase in benefits, accrue as of the first day after satisfaction of the Elimination Period, subject to all other applicable terms and conditions of The Policy.

The Pre-existing Conditions Limitation will apply on the Policy Effective Date to the amount of a benefit increase, a change in class, or a change in The Policy, which results in a change from the Prior Policy to The Policy.

Credit For Pre-existing Conditions:

If You were covered under a Prior Policy within 60 days prior to Your effective date of coverage under The Policy, period of coverage requirements for Pre-existing Conditions that were fully or partially met under such plan will be credited toward the satisfaction of similar periods under The Policy. This credit will apply to the extent that the Prior Policy's level of benefits was substantially similar to The Policy.

To receive the Monthly Benefit, You must satisfy the Pre-existing Condition Limitation provision under either Our Policy or the Employer's Prior Policy, if benefits would have been paid had the Employer's Prior Policy plan remained in force.

Your Monthly Benefit will be payable according to The Policy's provisions if:

- 3) You satisfy the Pre-existing Condition Limitation provision of The Policy; or
- 4) You do not satisfy the Pre-existing Condition Limitation provision of The Policy, but You satisfy the Employer's Prior Policy's pre-existing condition limitation provision.

C. Mental Health Condition and Substance Use Disorder Limitation:

If You are Disabled because of a Mental Health Condition or Substance Use Disorder, the Monthly Benefit will be limited to a maximum of 24 months.

If You are confined in a Hospital or other health care facility licensed to treat Mental Health Conditions or Substance Use Disorders, at the end of the 24 months, We will continue to pay the Monthly Benefit through such confinement, subject to the Maximum Duration of Benefits shown in the Schedule of Insurance and all other terms and conditions of The Policy.

North Carolina

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not, but not including acts of terrorism;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 months.

Pre-existing Condition means any accidental bodily injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse for which You received Medical Care during the 3 month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) gives medical advice, diagnosis or care; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

North Dakota

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Ohio

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any accidental bodily injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your Effective Date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Oklahoma

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not, while serving in the military or an auxiliary unit;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted Injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Pennsylvania

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means:

- 1) any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 90 consecutive day period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

South Dakota

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, during the 12 months after the effective date of coverage.

Pre-existing Condition means:

- 1) any accidental bodily injury, Sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, Sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Texas

B. Pre-existing Condition Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or an increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled You have been continuously insured under The Policy for 12 consecutive months.

Pre-existing Condition means any disease or physical condition related to or resulting from accidental bodily injury or sickness for which You received Medical Care during the 3 consecutive month period that ends the day before:

- 1) Your effective date of coverage; or

- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

Utah

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your voluntary participation in a felony;
- 4) caused or contributed to by Your voluntarily being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self-inflicted injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Vermont

A. Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for, any Disability:

- 1) that is caused or contributed to by war or act of war, whether declared or not;
- 2) caused by Your participation in a felony;
- 3) caused or contributed to by Your being engaged in an illegal occupation; or
- 4) caused or contributed to by an intentionally self-inflicted injury, except if caused by Your Mental Illness or Substance Abuse.

No claim for loss incurred or Disability commencing after three years from the date of issue of The Policy 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 effective date of coverage of The Policy.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and

2) was terminated before the Effective Date of The Policy;
no benefits will be payable for the Disability under The Policy.

Notice of Non-Discrimination

Humana Inc. and its subsidiaries comply with applicable Federal civil rights laws and do not discriminate or exclude people because of their race, color, religion, gender, gender identity, sex, sexual orientation, age, disability, national origin, military status, veteran status, genetic information, ancestry, ethnicity, marital status, language, health status, or need for health services. Humana Inc.:

- Provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provides free language assistance services to people whose primary language is not English, which may include:
 - Qualified interpreters
 - Information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids, or language assistance services contact **877-320-1235 (TTY: 711)**. Hours of operation: 8 a.m. – 8 p.m., Eastern time. If you believe that Humana Inc. has not provided these services or discriminated on the basis of race, color, religion, gender, gender identity, sex, sexual orientation, age, disability, national origin, military status, veteran status, genetic information, ancestry, ethnicity, marital status, language, health status, or need for health services, you can file a grievance in person or by mail or email with Humana Inc.'s Non-Discrimination Coordinator at P.O. Box 14618, Lexington, KY 40512-4618, **877-320-1235 (TTY: 711)**, or **accessibility@humana.com**. If you need help filing a grievance, Humana Inc.'s Non-Discrimination Coordinator can help you.

You can also file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at **<https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>**, or by mail or phone at:

- U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F, HHH Building Washington, D.C. 20201. **800-368-1019, 800-537-7697 (TDD)**.

California members or residents:

You may also call the California Department of Insurance toll-free hotline number: **800-927-HELP (4357)**, to file a grievance.

This notice is available at **www.humana.com/legal/non-discrimination-disclosure**.

Auxiliary aids and services, free of charge, are available to you.
877-320-1235 (TTY: 711). Hours of operation: 8 a.m. – 8 p.m., Eastern time.

Humana Inc. and its subsidiaries provide free auxiliary aids and services to people with disabilities when auxiliary aids and services are necessary to ensure an equal opportunity to participate. Services include qualified sign language interpreters, video remote interpretation, and written information in other formats.

English: Call the number above to receive free language assistance services.

Español (Spanish): Llame al número que se indica arriba para recibir servicios gratuitos de asistencia lingüística.

繁體中文 (Chinese): 您可以撥打上面的電話號碼以獲得免費的語言協助服務。

Tiếng Việt (Vietnamese): Gọi số điện thoại ở trên để nhận các dịch vụ hỗ trợ ngôn ngữ miễn phí.

한국어 (Korean) 무료 언어 지원 서비스를 받으려면 위 번호로 전화하십시오.

Tagalog (Tagalog – Filipino) Tawagan ang numero sa itaas para makatanggap ng mga libreng serbisyo sa tulong sa wika.

Русский (Russian): Позвоните по вышеуказанному номеру, чтобы получить бесплатную языковую поддержку.

العربية (Arabic): اتصل برقم الهاتف أعلاه للحصول على خدمات المساعدة اللغوية المجانية.

French Creole (Haitian Creole): Kreyòl Ayisyen (French Creole) Rele nimewo ki e dike anwo a pou resevwa sèvis éd gratis nan lang.

Français (French): Appelez le numéro ci-dessus pour recevoir des services gratuits d'assistance linguistique.

Polski (Polish) Aby skorzystać z bezpłatnej pomocy językowej, należy zadzwonić pod wyżej podany numer.

Português (Portuguese): Ligue para o número acima para receber serviços gratuitos de assistência no idioma.

Italiano (Italian) Chiamare il numero sopra indicato per ricevere servizi di assistenza linguistica gratuiti.

日本語 (Japanese): 無料の言語支援サービスを受けるには、上記の番号までお電話ください。

Deutsch (German): Wählen Sie die oben angegebene Nummer, um kostenlose sprachliche Hilfsdienstleistungen zu erhalten.

فارسی (Farsi): برای دریافت تسهیلات زبانی بصورت رایگان با شماره فوق تماس بگیرید.

हिंदी (Hindi): भाषा सहायता सेवाएं मुफ्त में प्राप्त करने के लिए ऊपर के नंबर पर कॉल करें।

հայերէն (Armenian): Չանգահարեք վերը նշված հեռախոսահամարով՝ անվճար լեզվական օգնություն ծառայություններ ստանալու համար:

ગુજરાતી (Gujarati): મફત ભાષા સહાય સેવાઓ મેળવવા માટે ઉપર આપેલા નંબર પર કોલ કરો.

Hmoob (Hmong) Hu rau tus xov tooj saum toj sauv kom tau txais kev pab txhais lus dawb.

This notice is available at www.humana.com/legal/multi-language-support.