J. EXCLUSIONS

(1) Any exclusion applied to the death benefit of the policy, except for accidental death benefits, shall be limited to the following:

(a) War

   (i) If in the application the proposed insured represents that he or she is a member of the United States military, military reserves, or the National Guard, whether active or inactive, risk of death as a result of war or any act related to military service shall not be excluded from the death benefit of the policy.

   (ii) Other than as described in (i) above, risk of death as a result of war or act of war may be excluded from the death benefit of the policy under the following conditions:

   (A) As a result of war or act of war, if the cause of death occurs while the insured is serving in the military, naval or air forces of any country, combination of countries or international organization, provided such death occurs while in such forces or within six months after termination of service in such forces; or

   (B) As a result of the special hazards incident to service in the military, naval or air forces of any country, combination of countries or international organization, if the cause of death occurs while the insured is serving in such forces and is outside the home area, provided such death occurs outside the home area or within six months after the insured’s return to the home area or area in such forces or within six months after the termination of service in such forces, whichever is earlier.

   (iii) Regarding non-combatant civilian exclusions, risk of death may be excluded under the following conditions:

   (A) As a result of war or an act of war while the insured is serving in any civilian non-combatant unit serving with such forces, provided such death occurs while serving in such units or within six months after termination of service in such units, whichever is earlier.

   (B) As a result of the special hazards incident to service in any civilian non-combatant unit serving with such forces, if the cause of death occurs while the insured is serving in such units and is outside the home area, provided such death occurs outside the home area or within six months after the insured’s return to the home area while
serving in such units or within six months after the termination of service in such units, whichever is earlier.

(iii) Regarding civilian exclusions, risk of death may be excluded under the following conditions:

(A) As a result of war or an act of war, within two years from the date of issue of the policy, while the insured is not serving in such forces or units, if the cause of death occurs while the insured is outside the home area, provided such death occurs outside the home area or within six months after the insured’s return to the home area.

(iv) “Home area” is defined to include at least the 50 states of the United States and its territories, the District of Columbia and Canada. “War” includes, but is not limited to, declared war, and armed aggression by one or more countries resisted on orders of any other country, combination of countries or international organization. “Act of war” means any act peculiar to military, naval or air operations in time of war