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CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

No. 9-248 / 88-1746

WILLIAM DECKER and **CONNIE DECKER,**

Plaintiffs-Appellants,

vs.

FEDERATED MUTUAL INSURANCE COMPANY,

Defendant-Appellee.

Appeal from the Iowa District Court for Polk County, Ray A. Fenton, Judge.

Appellants appeal the district court's granting of appellee's motion for summary judgment. **AFFIRMED.**

Arvid D. Oliver, Des Moines, for plaintiffs-appellants.

Glenn Goodwin of Duncan, Jones, Riley & Finley, P.C., Des Moines, for defendant-appellee.

Heard by Donielson, P.J., and Schlegel and Habhab, JJ.

HABHAB, J. 73

Appellants appeal the district court's granting of appellee's motion for summary judgment. The sole issue involved in this appeal is whether pregnancy under appellee's group health policy constitutes an "illness". We affirm.

Prior to 1987, William Decker had health insurance written by Federated Mutual Insurance Company under a group policy offered through William's employer. Following William's marriage to Connie Decker on January 31, 1987, his health insurance converted from single coverage to one which included dependents on February 1, 1987. In January of 1987, prior to her becoming insured under William's policy, Connie saw a physician in order to confirm a pregnancy. Appellee took the position that Connie's pregnancy was governed by a policy provision which limited payments for preexisting conditions to $2,000. This policy provision provides:

> NO BENEFITS SHALL BE PAID UNDER THESE MAJOR MEDICAL EXPENSE INSURANCE PROVISIONS FOR THE FOLLOWING MEDICAL CHARGES:
>
> * * *
>
> 11. THOSE INCURRED AS A RESULT OF ANY ILLNESS AFTER $2000.00 OF MAJOR MEDICAL BENEFITS HAS BECOME PAYABLE UNDER THIS MAJOR MEDICAL EXPENSE COVERAGE IN CONNECTION WITH THE SAME ILLNESS FOR WHICH THE INSURED DEPENDENT HAS INCURRED MEDICAL EXPENSE OR RECEIVED MEDICAL TREATMENT WITHIN THE THREE MONTHS PERIOD IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF SUCH DEPENDENTS' INSURANCE HEREUNDER, PROVIDED, THAT, AFTER SUCH DEPENDENT COMPLETES A PERIOD OF THREE CONSECUTIVE MONTHS, ENDING WHILE INSURED HEREUNDER, DURING WHICH NO

EXPENSE IS INCURRED OR NO TREATMENT IS PERFORMED FOR SAID ILLNESS OR AFTER SUCH DEPENDENT HAS BEEN INSURED HEREUNDER FOR ONE YEAR, WHICHEVER PERIOD ENDS FIRST, FULL BENEFITS SHALL BE PROVIDED FOR ANY MEDICAL CHARGES INCURRED THEREAFTER.

The defendant-appellee paid $2,000 of Connie's pregnancy medical expenses, but declined to pay medical bills in excess of that amount. Appellants filed the present lawsuit in order to compel appellee to pay the additional expenses incurred by appellants in the course of Connie's pregnancy.

We review on errors assigned. Iowa R. App. P. 4. When neither party presents extrinsic evidence regarding the meaning of relevant contract language, the construction or interpretation of the contract language is a matter of law for the court to determine. Cairns v. Grinnell Mut. Reinsurance Co., 398 N.W.2d 821, 823 (Iowa 1987). As the Iowa Supreme Court has noted: "[a]mbiguity may be said to appear when, after the application of pertinent rules of interpretation to the face of the instrument, a genuine uncertainty results as to which one of two or more meanings is the proper one." Fraternal Order of Eagles v. Illinois Casualty Co., 364 N.W.2d 218, 221 (Iowa 1985) (quoting Gendler Stone Products Co. v. Laub, 179 N.W.2d 628, 631 (Iowa 1970)). Examination of the policy involved here reveals that the language is unambiguous.

While we do not necessarily disagree with the appellants that pregnancy normally is not deemed to be an

illness, we find that under the policy in question pregnancy is treated as such. The policy generally provides for payment of "medical charges." "Medical charges" is defined in the policy to mean "the reasonable and customary charges for medical care and services necessary for treatment of any illness provided such charges are not excluded from payment under the Limitations Provision . . . ." (emphasis added). "Illness" is defined in the policy to mean "bodily injury, bodily disorder or mental infirmity."

Appellants argue that since pregnancy is not an *illness, it does not come within the limitation contained* in paragraph 11. Such an argument, however, ignores the fact that in order to receive benefits under the policy one must be undergoing treatment of an illness. Indeed, under paragraph 4 of the policy's limitations provisions clause, which was subsequently rendered null and void by a rider to the policy, certain types of pregnancy and maternity charges were explicitly covered under the policy. In addition, the policy's schedule of benefits clearly states "[c]harges for pregnancy/maternity are covered as any illness and will be subject to the deductible and coinsurance provisions."

While the policy could be clearer, a policy is not ambiguous merely because its wording could be more precise. See Fraternal Order of Eagles, 264 N.W.2d at

221. While we do not necessarily view pregnancy as an illness, the insurer and insured, through their contract of insurance, have chosen to treat pregnancy as an illness for the purposes of this policy. Since it is covered as an illness, it is subject to the policy's limitations for preexisting conditions contained in paragraph 11. We, therefore, affirm the decision of the district court.

AFFIRMED.