

ARTICLE 5--EXCLUSIONS AND LIMITATIONS

The services, supplies, equipment and facilities charges not expressly described in Article 4 as Covered Services, or expressly excluded or limited in Article 4 or this Article 5 are excluded from coverage under this Agreement. Whenever the term "services" is used below, it shall refer to the services at issue and any supplies, equipment and drugs related to the services.

5.1 SERVICES NOT MEDICALLY NECESSARY

We exclude from coverage under this Agreement any medical service, prescription drug, medicine, equipment, supply, or procedure directly or indirectly related to a condition that is not Medically Necessary.

5.2 NON-COVERED SERVICES

We exclude from coverage under this Agreement any medical service, prescription drug, medicine, equipment, supply, or procedure that is not a Covered Service.

5.3 AMBULANCE SERVICE

Ambulance transportation due to the absence of other transportation on the part of the Member is excluded from coverage under this Agreement. Ambulance services due to Non-Medical Emergency Services are excluded from coverage under this Agreement.

5.4 AMOUNTS IN EXCESS OF BENEFIT MAXIMUMS/ELIGIBLE CHARGES

We exclude from coverage under this Agreement any charges that are in excess of Eligible Charges or Benefit Maximums.

5.5 APPOINTMENTS

Charges incurred by Members by not keeping or canceling Physician and Provider appointments are excluded from coverage under this Agreement.

5.6 AUDIOMETRIC SERVICES

Except as expressly covered under Article 4, audiometric testing and expenses for hearing aids (including, but not limited to, cochlear implants) are excluded from coverage under this Agreement.

5.7 BLOOD

Blood and the replacement of whole blood and blood products is excluded from coverage under this Agreement.

5.8 COMPLICATIONS

Services for treatment of complications that occurred because a Member did not follow the course of treatment prescribed by a Provider or that are related to a Non-Covered Service are excluded from coverage under this Agreement.

5.9 COSMETIC SERVICES AND SURGERY

Cosmetic services and surgery are excluded from coverage under this Agreement. Cosmetic surgery means surgery to change the texture or appearance of the skin; or the relative size or position of any part of the body; if such surgery is performed primarily for psychological purposes and is not needed to substantially improve a bodily function.

Removal of skin lesions is considered cosmetic unless lesions interfere with normal body functions or malignancy is suspected. Reduction mammoplasty is also excluded from coverage except as covered under Article 4.

5.10 COURT ORDERED TREATMENT

Any services mandated by court order, or as a condition of parole or probation, are excluded from coverage under this Agreement.

5.11 CUSTODIAL CARE

Custodial care, nursing home care, rest cures and domiciliary care, along with all related services, are excluded from coverage under this Agreement.

Care is considered custodial if it is primarily for meeting personal needs. For example, custodial care includes, but is not limited to, help in walking, getting in and out of bed, bathing, dressing, shopping, eating and preparing meals, performing general household services, taking medicine, or furnishing other home services mainly to help people in meeting personal, family or domestic needs.

Custodial care is excluded from coverage regardless of the location or setting. All services provided to persons confined to long-term care facilities and boarding homes are excluded from coverage under this Agreement.

5.12 DENTAL AND ORAL SURGICAL SERVICES

Except as expressly covered under Article 4, oral services are excluded from coverage under this Agreement, including but not limited to:

- Services and supplies related to dental care, dental appliances, dental implants, or dental Xrays.
- Orthodontics, periodontics, endodontics, prosthodontics, preventive, cosmetic or restorative dentistry.
- Oral Surgery that is required as part of an orthodontic treatment program.
- Oral Surgery that is required for correction of an occlusal defect.
- Oral Surgery that encompasses orthognathic, prosthodontics or prognathic surgical procedures.
- Treatment of temporomandibular joint syndrome or temporomandibular joint disorders.
- A charge for Physicians' services or X-ray examinations involving one or more teeth, the tissue or structure around them, the alveolar process or the gums is an excluded benefit. This applies even if a condition requiring any of these services involves a part of the body other than the mouth, such as the treatment of temporomandibular joint disorder or malocclusion involving joints or muscles by methods including, but not limited to: crowning, wiring, or repositioning of teeth.
- Orthodontia and related services.
- Tooth extractions other than those required for the path of the beam used for radiation therapy.
- Removal of asymptomatic, non-impacted third molars.

5.13 EMERGENCY FACILITY SERVICES

Non-Medical Emergency Services provided in an emergency facility are excluded from coverage under this Agreement.

5.14 EXAMS

Physical or psychological examinations for employment, school, camp, sports, licensing, insurance, adoption or marriage, or other examinations ordered by a third party are excluded from coverage under this Agreement. Eye exams for refractive correction are excluded from coverage under this Agreement.

5.15 EXPERIMENTAL OR INVESTIGATIONAL PROCEDURES OR TREATMENTS

Other than products or services covered as part of Patient Cost incurred as part of a Clinical Trial, a

health product or service is deemed experimental or investigational and excluded from coverage under this Agreement if one or more of the following conditions are met: (i) any drug not approved for use by the FDA; (ii) any drug that is classified as IND (investigational new drug) by the FDA; (iii) any drug requiring Pre-Authorization that is proposed for off-label prescribing; (iv) any health product or service that is subject to Investigational Review Board (IRB) review or approval; (v) any health product or service that is the subject of a clinical trial that meets criteria for Phase I, II or III as

set forth by FDA regulations; or (vi) any health product or service that does not have a demonstrated value based on clinical evidence reported by peer-review medical literature and by generally recognized academic experts.

5.16 EYEGLASSES AND CORRECTIVE LENSES

Eyeglasses and corrective lenses are excluded from coverage under this Agreement except as expressly listed in Article 4.

5.17 FAMILY PERFORMING SERVICES EXCLUSION

Services or supplies furnished by a person who ordinarily resides in the Member's household or a family member are excluded from coverage under this Agreement.

5.18 FAMILY PLANNING, STERILIZATION, AND INFERTILITY

Any medical service, prescription drugs, medicine, supplies or procedures directly or indirectly related to the following are excluded from coverage under this Agreement: reversal of voluntarily induced sterilization, services related to sex transformation, artificial insemination with donor semen, in vitro fertilization and embryo transport procedure, drug therapy for infertility, and home delivery for

childbirth.

Drugs prescribed or given for or in connection with artificial insemination, in-vitro fertilization or any other artificial reproductive technology or whose primary purpose is for treatment of Infertility, whether oral, inhalants, or Injectable are excluded from coverage under this Agreement, including, but not limited to, Pergonal, Follistim, Clomid and other drugs meant to serve the same purpose as Pergonal, Follistim and Clomid.

The following items are excluded from coverage under this Agreement: Artificial insemination of any

kind, Artificial insemination elected by a patient prior to a medical diagnosis of Infertility; artificial insemination using donor sperm and all other artificial reproductive technology including, but not limited to, in-vitro fertilization (IVF), gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), ovum harvest, embryo transplants and similar procedures, and related services, cost of donor sperm or donor ova.

Unless expressly covered under Article 4, family planning services are excluded from this Agreement, including but not limited to, pregnancy reduction procedures, and abortion services unless Medically Necessary or in the case of rape or incest.

All services and supplies associated with surrogate motherhood, including, but not limited to, all services and supplies relating to the conception and pregnancy of a Member acting as a surrogate mother are excluded from coverage under this Agreement.

5.19 FELONY COMMISSION, ETC.

Any services or supplies that are required to treat an Injury a contributing cause of which was the Member's: (i) commission of, or attempt to commit a felony or misdemeanor, (ii) engagement in an illegal occupation; or (iii) driving while intoxicated or under the influence of narcotics, are excluded from coverage under this Agreement.

5.20 FOOD OR FOOD SUPPLEMENTS

Food (except for low protein food products, as described in Article 4.23), food supplements, vitamins

(except prenatal vitamins), and any other nutritional or over-the-counter electrolyte supplements are

excluded from coverage under this Agreement.

5.21 FOOT CARE

Foot care is excluded from coverage under this Agreement, except as specifically covered under Article 4. Foot care includes but is not limited to the removal or reduction of corns and calluses, clipping of the nails, treatment of flat feet, fallen arches, and chronic foot strain.

5.22 GENERAL EXCLUSION

Services or supplies that are not authorized in accordance with Our Utilization Management Program or that are not received in accordance with the terms and conditions of this Agreement are

excluded from coverage under this Agreement.

5.23 GENETIC COUNSELING

Genetic counseling and genetic studies that are not needed for diagnosis or treatment of genetic abnormalities are excluded from coverage under this Agreement. Growth hormones that are not Medically Necessary, as determined by Us, are excluded from coverage under this Agreement.

5.24 HOSPICE

The following hospice services are excluded from coverage under this Agreement:

- Health care, visits, medical equipment or supplies that are not included in the treating Physician's recommended plan of treatment.
- Services in a home outside the Service Area.
- Financial and legal counseling.
- Any service for which the hospice does not customarily charge the Member, or his or her family.
- Reimbursement for volunteer or spiritual counseling.

5.25 IMMUNIZATIONS

Immunizations for travel or employment are excluded from coverage under this Agreement.

5.26 INJECTABLE DRUGS

The following injectable drugs are excluded from coverage under this Agreement:

- Drugs prescribed or given for or in connection with artificial insemination or any other artificial reproductive technology or whose primary purpose is for treatment of Infertility, whether oral, inhalants, or injectables.
- Injectables available in an oral form that are being administered as an injection to provide services which would not otherwise be covered.

5.27 LONG TERM ACUTE CARE FACILITY

Care at a Long Term Acute Care Facility (LTACF) is excluded from coverage under this Agreement.

5.28 MATERNITY CARE

All services related to maternity care are excluded.

5.29 MENTAL HEALTH

All services related to mental health are excluded.

5.30 MILITARY SERVICE

Care for military service-connected conditions or disabilities for which the Member is legally entitled to receive Veteran's Administration Services and for which facilities are available is excluded from coverage under this Agreement.

5.31 NO LEGAL OBLIGATION TO PAY

Services that are paid for or furnished by the United States Government or one of its agencies, or by

a state or one of its agencies or under any other law (except as required under Medicaid provisions or federal law) are excluded from coverage under this Agreement, except for those provided by the Louisiana Charitable Hospital System.

Services and supplies furnished under or as part of a study, grant, or research program are excluded from coverage except as expressly stated in this Agreement.

Services for which a Member has no financial liability or that would be provided at no charge in the absence of insurance are excluded from coverage if permitted by applicable law.

5.32 NON-AUTHORIZED COVERAGE

Any Covered Services, Hospital, professional or otherwise, that require Prior Authorization and are not approved by Us in advance are excluded from coverage under this Agreement.

5.33 PERSONAL OR CONVENIENCE ITEMS

Services and supplies that are not directly related to the treatment of a Illness or Injury are excluded

from coverage under this Agreement, even if recommended by a Provider, such as coverage for personal or convenience items including, but not limited to, special diets; in-Hospital television, telephone, transfer board, tub bench, private room unless Medically Necessary; and housekeeping, homemaker service, home health aids and room and board as part of home health services.

5.34 PHARMACY SERVICES AND PRESCRIPTION DRUGS

The items described below are excluded from coverage under this Agreement:

- Devices or supplies of any type, even though requiring a Prescription Order, such as, but not limited to therapeutic devices, support garments, corrective appliances, Non-disposable hypodermic needles, syringes (including pre-filled insulin syringes), or other devices, regardless of their intended use, unless otherwise specified as a covered benefit in Section 4 of this Agreement.
- Drugs prescribed to be administered, in whole or in part, in the Physician's office, during or as part of an inpatient or ambulatory surgery procedure or admission, or while a Member is in another health care facility or correctional facility.
- Contraceptive implant systems and prescriptions or non-prescription contraceptive devices (e.g. condoms, spermicidal agents, and Norplant).
- Drugs which do not by federal or state law require a prescription (i.e., over-the-counter or over-the-counter equivalents), compound prescription medications without at least one legend ingredient, except drugs specifically designated by Us.
- Legend drugs for which there is a non-prescription drug alternative (e.g. over-the-counter).
- Drugs, oral or injectable, used for the primary purpose of, or in connection with, family planning services or treating infertility, fertilization and/or artificial insemination;
- Experimental Drugs - drugs prescribed for experimental indications (e.g., progesterone suppositories) or drugs prescribed for non-FDA approved/unlabeled indications, unless

expressly covered under Article 4.

- Drugs used for athletic performance enhancement or cosmetic purposes (e.g., anabolic steroids and minoxidil lotion, Retin A (tretinoin) for aging skin).
- Drugs and products for smoking cessation.
- Oral dental preparations, Fluoride rinses, except Fluoride tablets or drops.
- Drugs dispensed by Non-Participating pharmacies.
- Refill prescriptions resulting from loss or theft.
- Dietary supplements, appetite suppressants, and other drugs used to treat obesity or assist in weight reduction or weight gain.
- Prescriptions that Member is entitled to receive without charge under any Workers' Compensation Law, or occupational disease statute, or any law or regulation of similar purpose.
- Prescriptions directly related to Non-Covered Services or benefits.
- Injectable medications, except those designated by Us.
- Any Prescription Drug that is being used or abused in a manner that is determined to be contributing to an addiction to a habit forming substance.
- Drugs not dispensed in accordance with the Drug Formulary.

5.35 PRIVATE DUTY NURSING

Private duty nursing is excluded from coverage under this Agreement.

5.36 PROSTHETIC DEVICES, DISPOSABLE ITEMS, AND DURABLE MEDICAL EQUIPMENT

Corrective appliances or artificial aids unless expressly covered under Article 4 are excluded from coverage under this Agreement. Corrective appliances or artificial aids that are NOT covered include, but are not limited to, special clothing or special shoes of any type (including, but not limited

to, orthopedic shoes and shoe inserts (except for diabetics), children's corrective shoes, shoes used

in conjunction with leg braces, corrective appliances which do not require prescription specifications

and/or are used primarily for recreational sports, anti-embolic stocking with a pressure gradient of less than 30 MM HG, dental prosthesis, penile prosthesis, eyeglasses, contact lenses, wigs and over the counter or stock supplied splints.

Cochlear implants, hearing aids and examinations (unless expressly covered under Article 4) to determine the need for hearing aids or in conjunction with the purchase or adjustment of a cochlear implants or hearing aid, are excluded from coverage under this Agreement.

5.37 RADIAL KERATOTOMY, EYE EXERCISES, AND VISION CARE SERVICES

Surgeries to correct visual acuity, and eye exercises thereby eliminating the need for prescription eyewear, including but not limited to lasik and radial keratotomy are excluded from coverage under this Agreement.

5.38 REHABILITATION SERVICES

Rehabilitation services are excluded from coverage under this Agreement, including but not limited to physical therapy, occupational therapy and speech therapy for treatment of developmental delay, school-related problems, apraxic disorders (unless caused by accident or episodic illness), stuttering, speech delay, articulation disorder, functional dysphonia, or speech problems resulting from psychoneurotic or personality disorders.

5.39 SELF-INFLICTED INJURY

Services related to treatment for injuries that are self-inflicted are excluded from coverage under this

Agreement. This exclusion does not apply to self-inflicted injuries that result from acts of domestic violence, medical conditions (both physical and mental health conditions), or participation in activities such as motorcycling, horseback riding, skiing, and other similar activities.

5.40 SUBSTANCE ABUSE

Services related to treatment for substance abuse, including but not limited to alcohol abuse, are excluded from coverage under this Agreement.

5.41 SURGICAL AND OTHER TREATMENT FOR OBESITY

Surgical procedures and associated care for the treatment of obesity, including but not limited to,

intestinal bypass surgery, stomach stapling, balloon dilation, wiring of the jaw, and procedures of similar nature, as well as the complications of such procedures, are excluded from coverage. Surgery or hospitalization for weight reduction is excluded from coverage. Diet programs, including any tests, exams or services for diet programs, such as, but not limited to, Optifast, Nutri-System and other similar diet programs are excluded from coverage under this Agreement.

5.42 THERAPY

Unless expressly covered under Article 4, acupuncture; aqua therapy; biofeedback; hypnotherapy; sleep therapy; weight reduction therapy; vocational therapy; marriage and sex counseling; behavior training; conduct disorders and related family counseling; and remedial education, including treatment of learning disabilities, congenital speech disabilities and attention deficit disorders or minimal brain dysfunction are excluded from coverage under this Agreement.

Therapy through behavior modification is excluded from coverage under this Agreement. Coverage for educational and other Non-medical treatments for mental retardation is excluded from coverage under this Agreement.

5.43 TRANSPLANTS

Services relating to an excluded transplant, that would not be performed except in association with the transplant, are excluded from coverage under this Agreement. Any medical and surgical complications resulting from Non-covered transplants are excluded from coverage under this Agreement. We will not cover the cost of any care arising from an organ donation by a Member if the recipient is not a Member. We will not cover the cost of any care arising from an organ donation by a Non-Member except as set forth in Article 4.

No coverage is provided under this Agreement, for a transplant procedure that; (1) is not approved for coverage by Us, based on Our established criteria; or (2) is performed in a facility that is not a member of the Coventry Transplant Network.

5.44 TRAVEL

All travel expenses, other than expressly covered under this Agreement, are excluded from coverage under this Agreement.

5.45 WAR OR ACT OF WAR

Services resulting from war or acts of war are excluded from coverage under this Agreement.

5.46 APPROVAL OF EXCLUDED SERVICES

We reserve the right to authorize payment for a service, supply, equipment or benefit that is otherwise not covered or is limited or excluded under this Agreement.

Coverage of a service, supply, equipment, or benefit not otherwise authorized does not waive Our right to deny coverage for the same in the future or obligate Us to cover the same for the same Member in the future or for any other Member at any time.

5.47 PRE-EXISTING MEDICAL CONDITION

We may exclude Coverage for Pre-existing Medical Conditions. This exclusion applies only to a condition of a Member for which medical advice, diagnosis, care, or treatment was recommended by, or received from, an individual licensed or similarly authorized to provide such services under applicable state law within the twelve (12) month period prior the Member's Effective Date. This exclusion period shall last for a period of twelve (12) months, which shall begin on the Enrollment Date.

The exclusion period for Pre-Existing Medical Conditions will be reduced by Your prior period of Creditable Coverage; provided that there is no break in Creditable Coverage of more than 63 consecutive days. A prior period of Creditable Coverage is the number of days credited to a Member that operates to reduce or eliminate the Health Plan's Pre-existing Medical Condition exclusion period.

Note: The Health Plan will not impose a Pre-existing Medical Condition exclusion period for pregnancy or on a newborn, a child under eighteen (18) years of age who is adopted, placed for adoption, or placed for foster care, provided the child is Covered under this Agreement within thirty-one (31) days of birth, adoption, placement for adoption, or placement for foster care. However, if the child has a break in Creditable Coverage or at least sixty-three (63) consecutive days, the Health Plan may impose a Pre-existing Medical Condition exclusion period on the child.

For purposes of this Section 5.47 "Pre-Existing Medical Condition" means any medical condition for which medical advice, diagnosis, care or treatment was recommended by, or received from, a

licensed Provider within the twelve (12) months immediately preceding the Member's Effective Date under the Agreement. Certain health services related to a Pre-existing Medical Condition may be subject to a Copayment or not covered at all. Members may contact the Health Plan to find out to which procedures a Copayment applies.

5.48 MEDICARE

Services paid or payable under Medicare Parts, A,B,C and D when you have Medicare coverage.