

## **SECTION 5**

### **EXCLUSIONS AND LIMITATIONS**

#### **5.1 Pre-Existing Conditions Limitation**

The Plan will not provide Coverage to the Insured for any expenses incurred for a condition (whether physical or mental), regardless of the condition, for which medical advice, diagnosis, care or treatment was recommended or received within the twelve (12) month period ending on the Insured's effective date. Benefits for a Pre-Existing Condition are not payable until the Insured's coverage under this Policy has been in force for twelve (12) consecutive months. Once the Pre-Existing Condition Exclusion Period expires, the Insured's condition may be Covered if it is otherwise Covered under this Policy. HIPAA Eligible Individuals have no Pre-Existing Condition Exclusion Period.

#### **5.2 Non-Duplication of Coverage Under Certain Laws**

##### **Motor Vehicle Coverage**

This Policy will always be secondary to any state no-fault law that requires motor vehicle liability policies to provide person injury protection insurance for the insured and any passengers. Individual automobile "no fault" medical payment contracts that provide personal injury protection or no-fault benefits in excess of the minimum limits required by state law will remain primary to the limit or extent of the personal injury protection benefit provided in the automobile insurance policy. The plan benefits will be reduced by the amount of the personal injury protection coverage paid for by any such no-fault law or limit provided in the applicable automobile insurance policy. If a vehicle insurance policy has a provision providing personal injury protection coverage, whether required by law or not, such coverage will be primary over coverage provided by this Policy. The Insured agrees to furnish information to the Plan concerning any applicable personal injury protection insurance upon request.

##### **5.3 Right of Recovery**

If the amount of the payment made by the Plan, including the reasonable cash value of any benefits provided in the form of services, is more than it should have paid under the terms of the Policy, the Plan may recover the excess payments from one (1) or more of:

1. The persons it has paid;
2. For whom it has paid;
3. Insurance companies;
4. Other organizations.

##### **5.4 General Exclusions**

Unless otherwise stated in this Policy, the following items are excluded from Coverage:

- 1) Any service or supply that is provided by a Provider **not** in accordance with the Plan's utilization management policies and procedures, except that Emergency Services shall be Covered in accordance with the terms and conditions set forth in this Policy;
- 2) Any service or supply that is not Medically Necessary;
- 3) Any service or supply that is not a Covered Service or that is directly or indirectly a result of receiving a non-Covered Service;
- 4) Any service or supply for which You have no financial liability or that was provided at no charge; those services for which the Insured has no legal obligation to pay or for which a charge would not ordinarily be made in the absence of Coverage under the Policy;
- 5) Procedures and treatments that the Plan determines and defines to be Experimental or Investigational;
- 6) Court-ordered services or services that are a condition of probation or parole;
- 7) Those services otherwise Covered under the Policy related to a specific condition

when an Insured has refused to comply with, or has terminated the scheduled service or treatment against the advice of a Provider or the Mental Health/Substance Abuse Designee;

8) Those services otherwise Covered under the Policy, but rendered after the date Coverage under the Policy terminates, including services for medical conditions arising prior to the date individual Coverage under the Policy terminates; and

9) Those services rendered outside the scope of a Participating or Non-Participating Provider's license, rendered by a Provider with the same legal residence as the Insured, or rendered by a person who is a member of the Insured's family, including Spouse, brother, sister, parent, step-parent, child or step-child.

**Specifically excluded services include, but are not limited to, the following:**

1) Acupuncture - Those acupuncture services and associated expenses that include, but are not limited to, the treatment of certain painful conditions or for anesthesia purposes are not Covered unless by an attached Rider;

2) Allergy Services - Those non-Physician allergy services or associated expenses relating to an allergic condition including, but not limited to, installation of air filters, air purifiers, or air ventilation system cleaning;

3) Alternative Therapies - Alternative therapies including, but not limited to, aquatic, recreational, wilderness, educational, music or sleep therapies and any related diagnostic testing;

4) Ambulance Service - Non-Emergency and non-medically appropriate ambulance services are excluded regardless of who requested the services, including ambulance transport due to the absence of other transportation for the Insured;

5) Augmentative Communication Devices - Devices including but not limited to, those used to assist hearing impaired, or physically or developmentally disabled Insureds;

6) Autopsy - Those services and associated expenses related to the performance of autopsies, and also post-mortem genetic studies;

7) Behavior modification;

8) Biofeedback;

9) Blood and Blood Products – The cost of whole blood and blood products replacement to a blood bank;

10) Blood Storage - Those services and associated expenses related to personal blood storage, unless associated with a scheduled surgery. Additionally, fetal cord blood harvesting and storage is not a Covered service;

11) Braces and supports needed for athletic participation or employment;

12) Charges resulting from Your failure to appropriately cancel a scheduled appointment;

13) Cochlear Implants and related services;

14) Cosmetic Services and Surgery - Those services, associated expenses, or complications resulting from Cosmetic Surgery, which alters appearance but does not restore or improve impaired physical function. Removal or replacement of a breast implant that was initially done for augmentation or for cosmetic purposes;

**10) Counseling Services and treatment related to religious counseling, marital/relationship counseling, vocational or employment counseling, and sex therapy are not Covered Services;**

15) Custodial Care, domiciliary care, private duty nursing, respite care or rest care. This includes care that assists the Insured in the Activities of Daily Living like walking, getting in and out of bed, bathing, dressing, feeding and using the toilet; preparation of special diets and supervision of medication that is usually self-administered regardless of who orders the services;

16) Dental Services - Those dental services provided by a Doctor of Dental Surgery,

“D.D.S.,” a Doctor of Medical Dentistry “D.M.D.” or a Physician licensed to perform dental-related oral surgical procedures, including services for overbite or underbite, services related to surgery for cutting through the lower or upper jaw bone, and services for the surgical treatment of temporomandibular joint disorder (“TMJ”), whether the services are considered to be medical or dental in nature except as provided in the “Covered Services” Section of this Policy. Dental x-rays, supplies and appliances (including occlusal splints and orthodontia). The diagnosis and treatment for TMJ and craniomandibular joint disease is not Covered unless by an attached Rider. Removal of dentiginous cysts, mandibular tori and odontoid cysts are excluded as they are dental in origin;

Also excluded from coverage are dental services when such services are directly related to an accidental injury. This includes but is not limited to treatment of natural teeth and the purchase, repair or replacement of dental prostheses needed as a direct result of an accidental injury. Removal of teeth, including prophylactic extractions, as a complication of radionecrosis is not a Covered Service

17) Dental Surgery and Implants - Upper and lower jaw bone surgery and dental implants (including that related to the temporomandibular and craniomandibular joint). Dental implants are excluded;

18) Medical services and expenses incurred for learning disabilities, developmental delays, mental retardation, and autistic disorders.

19) Durable Medical Equipment (“DME”) - Electronically controlled cooling compression therapy devices (such as polar ice packs, Ice Man Cool Therapy, or Cryo-cuff); home blood pressure monitoring devices; home oximetry units; home traction units; replacement for changes due to obesity; preventive or routine maintenance due to normal wear and tear or negligence of items owned by the Insured; personal comfort items, including breast pumps, air conditioners, humidifiers and dehumidifiers, even though prescribed by a Physician, unless defined as Covered Services;

20) Educational Services - Those educational services for remedial education including, but not limited to, evaluation or treatment of learning disabilities, minimal brain dysfunction, cerebral palsy, mental retardation, developmental and learning disorders and behavioral training;

21) Equipment or services for use in altering air quality or temperature;

22) Educational testing or psychological testing, unless part of a treatment program for Covered Services;

23) Elective or Voluntary Enhancement - Elective or voluntary enhancement procedures, services, and medications (growth hormone and testosterone), including, but not limited to: weight loss, hair growth, sexual performance, athletic performance, cosmetic purposes, anti-aging, mental performance, salabrasion, chemosurgery, laser surgery or other skin abrasion procedures associated with the removal of scars, tattoos, or actinic changes. In addition, service performed for the treatment of acne scarring, even when the medical or surgical treatment has been provided by the Plan;

24) Eligible Expenses - Any otherwise Eligible Expenses that exceed the maximum allowance or benefit limit;

25) Enteral Feeding Food Supplement - The cost of outpatient enteral tube feedings or formula and supplies except when used for PKU or any other amino and organic acid inherited disease is not Covered, except as defined as a Covered Service;

26) Examinations - Those physical, psychiatric or psychological examinations or testing, vaccinations, immunizations or treatments when such services are for purposes of obtaining, maintaining or otherwise relating to career, camp, sports,

education, travel, employment, insurance, marriage or adoption. Also excluded are routine immunizations for college, and services relating to judicial or administrative proceedings or orders which are conducted for purposes of medical research or to obtain or maintain a license of any type;

27) Exercise equipment, hot tubs and pools;

28) Eye Glasses and Contact Lenses - Those charges incurred in connection with the provision or fitting of eye glasses or contact lenses, except as specifically provided in the Covered Services Section;

29) Food or food supplements;

30) Foot Care - Foot care in connection with corns, calluses, flat feet, fallen arches or chronic foot strain. Medical or surgical treatment of onychomycosis (nail fungus) is also excluded, except as specifically provided for a diabetic Insured;

31) Growth Hormone – Growth hormone therapy for any condition, except in children less than 18 years of age who have been appropriately diagnosed to have an actual growth hormone deficiency according to clinical guidelines used by the Plan;

32) Hair analysis, wigs and hair transplants - Those services related to the analysis of hair unless used as a diagnostic tool to determine poisoning. Also excluded are hairstyling, hairpieces and hair prostheses, including those ordered by a Provider;

33) Home services to help meet personal, family, or domestic needs;

34) Health and Athletic Club Membership - Any costs of enrollment in a health, athletic or similar club;

35) Hearing Services and Supplies - Those services and associated expenses for hearing aids, cochlear implants, digital and programmable hearing devices, the examination for prescribing and fitting hearing aids, hearing therapy and any related diagnostic hearing tests;

36) Household Equipment and Fixtures - Purchase or rental of household equipment such as, but not limited to, fitness equipment, air purifiers, central or unit air conditioners, humidifiers, dehumidifiers, water purifiers, hypo-allergenic pillows, power assist chairs, mattresses or waterbeds and electronic communication devices;

37) Hypnotherapy and Hypnosis;

38) Immunizations unless specifically covered under the Policy, including but not limited to immunizations required for travel, school, work-related, Anthrax vaccine and Lyme Disease vaccine. Also excluded are examinations and testing in connection with insurance, obtaining employment, specifically for the purpose of entering school, participating in extracurricular school activities, adoption, immigration and naturalization, or examinations or treatment ordered by a court or an employer; premarital blood testing;

39) Infertility Services - All diagnostic studies, non-diagnostic services, and certain surgical procedures that are related to diagnosing and/or treating Infertility. Also excluded are expenses incurred for the promotion of conception including, but not limited to, artificial insemination, intracytoplasmic sperm injection (“ICSI”), in vitro or in vivo fertilization, gamete intrafallopian transfer (“GIFT”) procedures, zygote intrafallopian transfer (“ZIFT”) procedures, embryo transport, egg harvesting (collection, storage, preparation), reversal of voluntary sterilization, surrogate parenting, selective reduction, cryo preservation, travel costs, donor eggs or semen and related costs including collection, preparation and storage, non-Medically Necessary amniocentesis (for example, determining sex) , other forms of assisted reproductive technology and any Infertility treatment deemed Experimental or Investigational. Additionally, pharmaceutical agents used for the purpose of treating Infertility are not Covered under the terms of the Policy;

40) No legal obligation to pay - Services are excluded for Injuries and Illnesses for

which the Plan has no legal obligation to pay (e.g., free clinics, free government programs, court-ordered care, expenses for which a voluntary contribution is requested) or for that portion of any charge which would not be made but for the availability of benefits from the Plan, or for work-related injuries and illness. Health services and supplies furnished under or as part of a study, grant, or research program;

41) Maternity Services – Expenses incurred for any condition of or related to pregnancy, childbirth, routine pregnancy visits, nursery care charges, expenses associated with Cesarean section, voluntarily induced abortion or selective reduction during pregnancy.

42) Maintenance Therapy – Once the maximum therapeutic benefit has been achieved for a given condition, ongoing Maintenance Therapy is not considered Medically Necessary;

43) Male Gynecomastia – Those services and associated expenses for treatment of male gynecomastia.

44) Massage Therapy – Those services and associated expenses related to massage therapy;

45) Medical complications arising directly or indirectly from a non-Covered Service;

46) Military Health Services - Those services for treatment of military service-related disabilities when the Insured is legally entitled to other Coverage and for which facilities are reasonably available to the Insured; or those services for any Insured who is on active military duty except as required by the Uniformed Services Employment and Reemployment Rights Act; or services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country;

47) Miscellaneous Service Charges - Telephone consultations, document processing or copying fees, mailing costs, charges for completion of forms, charges for failure to keep a scheduled appointment (unless the scheduled appointment was for a Mental Health service), any late payment charge, interest charges or other non-medical charges;

48) Non-Prescription Drugs and Medications - Over-the-counter (“OTC”) drugs and medications incidental to outpatient care and Urgent Care Services are excluded unless specifically stated as Covered in the Covered Services Section of this Policy or as specifically provided in an optional pharmacy Rider;

49) Nutritional-based Therapy - Nutritional-based therapies except for treatment of PKU and for nutritional deficiencies due to short bowel syndrome and HIV. Oral supplements and/or enteral feedings, either by mouth or by tube, are also excluded;

50) Newborn home delivery and also the cost of child birth classes;

51) Obesity Services - Those services and associated expenses for procedures intended primarily for the treatment of obesity and morbid obesity including, but not limited to, gastric bypasses, gastric balloons, stomach stapling, jejunal bypasses, wiring of the jaw, removal of excess skin, including pannus, and services of a similar nature. Services and associated expenses for weight loss programs, nutritional supplements, dietary counseling, appetite suppressants, and supplies of a similar nature;

52) Occupational Injury - Those services and associated expenses related to the treatment of an occupational Injury or Illness for which the Insured is eligible to receive treatment under any Workers' Compensation or occupational disease laws or benefit plans whether or not You file a claim. If You enter into a settlement giving up Your right to recover future medical benefits under a Workers' Compensation benefit, medical benefits that would have been compensable except for the settlement will not be Covered Services under this Policy;

- 53) Oral Surgery Supplies - required as part of an orthodontic treatment program, required for correction of an occlusal defect, encompassing orthognathic or prognathic surgical procedures, or removal of symptomatic bony impacted teeth;
- 54) Orthodontia and related services;
- 55) Orthotic Appliances, Repairs or Replacement - The replacement costs for changes due to obesity; routine maintenance due to normal wear and tear or negligence of items owned by the Insured; foot or shoe inserts, arch supports, special orthopedic shoes, heel lifts, heel or sole wedges, heel pads, or insoles whether custom-made or prefabricated; also excluded are cranial (head) remodeling band for the treatment of positional non-synostotic plagiocephaly; and other protective head gear;
- 56) Over-the-counter supplies such as ACE wraps, elastic supports, finger splints, Orthotics, and braces; also OTC products not requiring a prescription to be dispensed (e.g., aspirin, antacids, cervical collars and pillows, lumbar-sacral supports, back braces, ankle supports, positioning wedges/pillows, herbal products, oxygen, medicated soaps, food supplements, and bandages) are excluded unless specifically stated as Covered in the Covered Services Section of this Policy or as specifically provided in an optional pharmacy Rider;
- 57) Personal comfort and convenience items or services such as television, telephone, barber or beauty service, guest service and similar incidental services and supplies;
- 58) Prescription Drugs and Medications - Prescription drugs and medications that require a prescription and are dispensed at a Pharmacy for outpatient treatment, except as specifically Covered in the Covered Services Section of this Policy or as specifically provided in an optional pharmacy Rider.
- 59) Private Duty Nursing - Private duty nursing services, nursing care on a full-time basis in Your home, or home health aides;
- 60) Prosthetic Devices Repairs or Replacement - The replacement costs for any otherwise Covered device, including replacement for changes due to obesity; routine maintenance due to normal wear and tear or negligence of items owned by the Insured;
- 62) Private inpatient room, unless Medically Necessary or if a Semi-private room is unavailable;
- 62) Reduction or Augmentation Mammoplasty - Reduction or augmentation mammoplasty is excluded unless associated with breast reconstruction surgery following a Medically Necessary mastectomy resulting from cancer;
- 63) Reversal of Sterilization Services - Those services and associated expenses related to reversal of voluntary sterilization;
- 64) Sex Transformation Services - Services and associated expenses for sex transformation operations regardless of any diagnosis of gender role disorientation or psychosexual orientation, including any treatment or studies related to sex transformation. Also excluded is hormonal support for sex transformation;
- 65) Sexual Dysfunction - Any device, implant or self-administered prescription medication for the treatment of sexual dysfunction, including erectile dysfunction, impotence and anorgasm;
- 66) Sleep Studies – Sleep studies provided within the home;
- 67) Smoking Cessation - Those services and supplies for smoking cessation programs and treatment of nicotine addiction;
- 68) Speech therapy or voice training when prescribed for stuttering or hoarseness;
- 69) Sports Related Services - Those services or devices used specifically as safety items or to affect performance primarily in sports-related activities, and all expenses related to physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, and diversion or general motivation including braces

and orthotics;

70) Surrogate motherhood services and supplies, including, but not limited to, all services and supplies relating to the conception and pregnancy of the Insured acting as a surrogate mother;

71) Transplant Organ Removal - Those services and associated expenses for removal of an organ for the purposes of transplantation from a donor who is not Covered under the Policy unless the recipient is the Insured and the donor's medical Coverage excludes reimbursement for organ harvesting;

72) Transplant services, screening tests, and any related conditions or complications related to organ donation when an Insured is donating organ or tissue to a person not Covered under the Policy;

73) Transplant Services and associated expenses involving temporary or permanent mechanical or animal organs;

74) Travel Expenses - Travel or transportation expenses, even though prescribed by a Provider, except as specified in the Covered Services Section;

75) Treatment for disorders relating to learning, motor skills and communication;

76) Vision Aids, Associated Services - Those services and associated expenses for orthoptics or vision training, field charting, eye exercises, radial keratotomy, LASIK and other refractive eye surgery, low vision aids and services or other refractive surgery;

77) Vocational therapy;

78) Health services resulting from war or an act of war when the Insured is outside of the continental United States;

79) Work hardening programs; and

80) Workers Compensation health services - Payment for services or supplies for an Illness or Injury eligible for, or Covered by, any Federal, State or local Government Workers' Compensation Act, occupational disease law or other legislation of similar program.