

## General Limitations and Exclusions

### Accepted Medical Practice

Services determined by SelectHealth to be inconsistent with accepted medical practice or services that are illegal are excluded. This includes any service which is not generally recognized by the U.S. medical community as conforming to accepted medical practice, and any service for which required governmental approval has not been granted at the time the service is provided, including services which are investigational, experimental, or research in nature. Procedures, devices, drugs, or “biologics” for which there is insufficient evidence to determine their likely effects on patients’ health outcomes are also excluded.

### Calendar Year

Unless otherwise noted on your Member Payment Summary, plan benefits are calculated on a calendar year basis regardless of when you are enrolled. Out-of-pocket maximums and limited benefits start over on January 1.

### Claims After One Year

Claims are denied if submitted to SelectHealth more than one year after services were rendered unless you can show that notice was given or proof of loss was filed as soon as reasonably possible. Adjustments or corrections to claims are denied if submitted to SelectHealth more than one year after claims were first processed unless you can show that the additional information relating to the claim was filed as soon as reasonably possible. Where SelectHealth is secondary coverage, coordination of benefit’s claims will be denied if submitted to SelectHealth more than three years after the date the claim was first processed by the primary carrier unless you show that notice was given or proof of loss was filed as soon as reasonably possible. If it is discovered that SelectHealth is primary, when they were believed to be secondary, and claims were submitted within the filing deadline to the other carrier first, SelectHealth will consider claims up to three years from the date of service.

### Excess Charges

Amounts exceeding eligible charges are excluded. You are not responsible for excess charges for covered services from participating providers and facilities. Excess charges paid to nonparticipating providers do not apply to your out-of-pocket maximum.

### Limited Benefits

Normally covered services that exceed benefit limits specified on the Member Payment Summary (e.g., dollars, days, visits, etc.) are excluded and not applied to the out-of-pocket maximum, including, but not limited to, services exceeding benefit limits for skilled nursing facilities, rehabilitation therapy, psychiatric services, etc.

### Medical Necessity

Services, equipment, and supplies that are not medically necessary are not covered.

### Noncovered Services and Complications

All related expenses, accommodations, materials, or care for noncovered services are excluded, including complications resulting directly from a noncovered service. When a noncovered procedure is performed as part of the same operation or process as a covered service, then only eligible charges relating to the covered service will be eligible for benefits. Eligible charges may be calculated to exclude any charges related to the noncovered service.

### No Presumption of Coverage

There is no presumption of coverage. Services not specified as covered are excluded.

### Excluded Services

Unless otherwise noted in your Member Payment Summary, the following services are excluded:

*Abortions, elective*  
*Acupuncture and Acupressure*  
*Administrative Charges, Administrative Examinations and Services, for non-medical purposes*  
*Allergy Tests, Treatment, and Services, selected types of*  
*Appointments Not Kept, charges for*  
*Axillary Hyperhidrosis*  
*Biofeedback*  
*Birthing Centers and Home Childbirth*  
*Cancer Therapy, when investigational or experimental*  
*Chiropractic*  
*Complementary and Alternative Medicine*  
*Cosmetic Procedures*  
*Custodial Care, Long-term Care*  
*Dental, Mouth, and Jaw, including TMJ*  
*Developmental Delay*  
*Dietary Products*  
*Drugs, Medications, and Injections, selected types of*

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*Durable Medical Equipment (DME)*, selected types of  
*General Anesthesia*, in a doctor's office  
*Educational and Nutritional Training*, selected types of  
*Evaluation Visits*, for noncovered diagnoses  
*Experimental or Investigational Treatments and Services*  
*Eye Surgery*, refractive  
*Felony, Riot, Insurrection*  
*Fitness Training*  
*Gastric Bypass*  
*Gene Therapy*  
*Genetic Testing*, except when criteria is met  
*Habilitation Therapy Services*  
*Hearing Aids*  
*Home Health Aides and Services*  
*Illegal Activities*, injuries while committing  
*Infertility Services*, selected types of  
*Injections and Immunizations*, selected types of  
*Maternity*  
*Miscellaneous Medical Supplies (MMS)*, selected types of  
*Nonparticipating Providers*, charges for (except for  
emergencies and out-of-area urgent conditions)  
*Obesity*, selected related services  
*Organ Transplants/Implants*, selected types of  
*Orthotics*  
*Osteoporosis Screening*  
*Pre-existing Conditions*, during waiting periods  
*Provider Household Services*  
*Psychiatric, Mental Health, or Alcohol/Substance Abuse*,  
over and above coverage limitations noted on  
the Member Payment Summary  
*Rehabilitation Therapy Services*, selected types of  
*Respite Care*  
*Sexual Dysfunction*, benefits for  
*Shipping and Handling*  
*Sterilization Procedures*, from nonparticipating providers  
*Telephone Consultations*  
*Terrorism or Nuclear Release*  
*Transportation Services*, medically unnecessary  
*Unproven Interventions and Therapies*  
*Vision Aids*, selected types of  
*War*, related services

## **PRE-EXISTING CONDITIONS (PEC)**

### **Limited Coverage of Pre-existing Conditions**

Pre-existing conditions, if applicable, or sickness or injury directly resulting from or related to such pre-existing conditions are

not covered until you have been covered by SelectHealth for 12 months. See the Contract for details. Acceptance under these plans does not imply any waiver of pre-existing condition waiting periods.

### **Definition of Pre-Existing Condition**

A pre-existing condition is a condition occurring or present in the six-month period prior to a member's enrollment date of coverage for which medical advice, diagnosis, care, or treatment (including prescription and over-the-counter drugs) was either received from or recommended by a provider.

**NOTE:** *If medical records or claims for you and/or your dependents document the presence of a pre-existing condition that was not fully disclosed on the health questionnaire, your coverage may be altered or terminated.*

### **Pre-Existing Condition Waiting Period**

If you or your dependents are considered newly covered, the first 12 months of coverage is referred to as a pre-existing condition waiting period. You may receive credit for any portion of your pre-existing condition waiting period which was satisfied by your previous healthcare coverage. This credit may be used in satisfying all or part of your pre-existing condition waiting period requirement. Pre-existing condition waiting period credit will not apply, however, under the following circumstances:

- The previous healthcare coverage was terminated more than 63 days prior to the member's effective date of coverage with SelectHealth; or
- The benefits or services were not covered by previous healthcare coverage.

### **Limited Coverage of Selected Services**

Services for the following lists of selected diagnoses and procedures are always denied during the first 12 months of coverage unless determined by SelectHealth to be a medically necessary emergency. However, if a member qualifies for pre-existing condition waiting period credit, this credit will also apply to the following services:

#### **Diagnoses**

*Amenorrhea*

*Cataracts*

*Congenital Deformities* (except as required  
in Utah Code Section 31A-22-610)

*Cystocele*

*Dysmenorrhea*

*Enterocoele*

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*Infertility*  
*Rectocele*  
*Sleep Problems/Disorders*  
*Urethrocele*  
*Uterine Prolapse*  
*Varicose Veins*

**Procedures**

*Allergy Testing and Treatment*, in  
cases of seasonal allergies  
*Bunionectomy*  
*Carpal Tunnel Surgery*  
*Hysterectomy*, except in cases of malignancy  
*Joint Replacement*  
*Mammoplasty*, reduction  
*Morton's Neuroma*, surgical treatment of  
*Myringotomy/Tympanotomy*,  
with or without tubes insertion  
*Nasal Septal Repair*,  
except injuries after effective date of coverage  
*Retained Hardware Removal*  
*Sleep Studies*  
*Sterilization*  
*Tonsillectomy/Adenoidectomy*

If you have a birthday that moves you into the next age band, you will experience a rate increase the following month. The age bands are as follows: 0 to 19 years, 20 to 24 years, 25 to 29 years, 30 to 34 years, 35 to 39 years, 40 to 44 years, 45 to 49 years, 50 to 54 years, 55 to 59 years, 60 to 64 years, 65 to 69 years, 70 to 74 years, 75 to 79 years, 80 to 84 years, and 85 years of age or older.

Premiums are due and payable on the first day of each month at our office in Salt Lake City, Utah.

**RENEWAL**

Subject and in addition to all terms and conditions of your Contract, your Contract is issued by SelectHealth for the term stated on your application. Unless either formally terminated or otherwise renegotiated, the Contract will be renewed automatically on or about January 1 or July 1 of each year, subject to termination by either party upon 30 days written notice after the term. SelectHealth may only terminate your coverage for the reasons stated on the cover page of your Contract. SelectHealth may exercise specifically reserved rights under the Contract to change the benefits, exclusions, limitations, and/or services set forth in the Contract upon renewal with 30 days written notice.

**PREMIUMS**

Subject to the provisions of your Contract, the premiums will remain the same until the end of the term specified on the application. If federal or state law or regulations mandate that SelectHealth modify benefits under this Contract, SelectHealth may modify the premiums accordingly. SelectHealth may unilaterally modify the premiums after the term upon 30 days advance written notice to you.