

LIMITATIONS AND EXCLUSIONS

In addition to the exclusions and limitations described in other sections of this Certificate, we will not provide coverage for the following:

1. Pre-Existing Conditions. We will not provide coverage for any services related to a Pre-Existing Condition until you have been continuously covered under this Certificate or by other Creditable Coverage for at least twelve (12) consecutive months. A Pre-Existing Condition is any physical or mental condition, disease or ailment for which medical advice, diagnosis, care or treatment was actually recommended or received by a licensed health care provider within the six (6) month period preceding the Enrollment Date. The Enrollment Date is the earlier of your effective date under this Certificate or the first day of any waiting period that your group required you to meet before you were eligible for coverage.

You may receive credit toward the twelve (12) month waiting period for any time you were covered under Creditable Coverage if there was no break in coverage greater than sixty-three (63) days between the termination of the previous coverage and your Enrollment Date under this Certificate. In the case of previous coverage any HMO affiliation period before coverage becomes effective shall be considered as time covered for purposes of providing credit for previous coverage. Creditable Coverage includes a group health plan, health insurance coverage, Medicaid, Medicare, government-sponsored health benefit programs such as CHAMPUS, Peace Corps or Indian Health Service; Federal Employees Health Benefits Program, state health benefits risk pool or coverage under any health insurance plan sponsored by a state, county or other political subdivision.

Pregnancy and genetic information, in the absence of a diagnosis of the condition related to such genetic information, are not Pre-Existing Conditions under this Certificate. In addition, no Pre-Existing Condition waiting period shall apply to an individual who is covered under Creditable Coverage on the thirtieth (30th) day after birth, and no Pre-Existing Condition waiting period shall apply to a child under age eighteen (18) who is adopted or placed for adoption and who is covered under Creditable Coverage on the thirtieth (30th) day after adoption or placement, so long as there is no break in coverage of more than sixty-three (63) days between the end of such Creditable Coverage and the Enrollment Date under this Certificate.

2. Cosmetic Surgery. We will not provide coverage for Cosmetic Surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part and reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect.

3. Routine Foot Care. We will not provide coverage for foot care in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet.

4. Subluxation. We will not provide coverage for care in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.

5. **Government Programs.** We will not provide coverage for treatment provided in a government hospital; benefits provided under a governmental program, any state or federal workers' compensation, employer's liability or occupational disease law; benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable; services rendered and separately billed by employees of hospitals, laboratories or other institutions; services performed by a member of the covered person's immediate family; and services for which no charge is normally made.
6. **Dental Care.** We will not provide coverage for dental care or treatment, except for dental care or treatment due to accidental injury to sound natural teeth within twelve (12) months of the accident and except for dental care or treatment necessary due to congenital disease or anomaly.
7. **Vision and Hearing Care.** We will not provide coverage for eyeglasses, hearing aids and examination for the prescription and fitting thereof.
8. **Medicare.** We will not provide coverage for any service or care for which benefits are payable under Medicare. However this exclusion will not apply to you if you are entitled to benefits under Medicare by reason of your age, and the Subscriber under this Certificate is an active employee with the group contractholder and the Subscriber's employer is required by law to have this Certificate pay its benefits before Medicare. In addition, this exclusion will not apply to you if you are eligible for Medicare by reason of End Stage Renal Disease and there is a waiting period before Medicare coverage becomes effective. We will not reduce this Certificate's benefits and we will provide benefits before Medicare pays during the waiting period. We will also provide benefits before Medicare pays during the coordination period with Medicare. After the coordination period, Medicare will pay its benefits before we provide benefits under this Certificate.
9. **Non-Covered Services.** Covered services for the Healthy New York Program are set by law. We will not provide coverage for any service or care that is not specifically described as a covered service, even when a Participating Provider considers the service or care to be Medically Necessary and appropriate. Examples of services not covered under this Certificate include Mental Health care, Substance Abuse treatment services, Inpatient Physical Rehab, Cardiac Rehab, Skilled Nursing, Hospice, Ambulance, Advanced Infertility Treatment, Chiropractic, DME/Prothetics/Ostomy Supplies, and Occupational and Speech Therapy.
10. **Unauthorized Services.** Except for emergency care and certain obstetric and gynecological care, we will not provide coverage for any service or care unless the treatment is performed and/or arranged in advance by your PCP or authorized by MVP.
11. **Experimental or Investigational Services.** In general, we do not cover experimental or investigational treatments. However, we shall cover an experimental or investigational treatment approved by an External Appeal Agent in accordance with Section Thirteen of this Certificate. If the External Appeal Agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, we will

only cover the costs of services required to provide treatment to you according to the design of the trial. We shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or other costs which would not be covered under this Certificate for non-experimental or non-investigational treatments provided in such clinical trial.

12. Non- Medically Necessary Care. In general, we will not cover any health care service that we, in our sole judgment, determine is not medically necessary. Medically necessary means those covered services that MVP determines are necessary to prevent, diagnose, correct or cure conditions that cause acute suffering, endanger life, result in illness or infirmity, interfere with a person's capacity for normal activity or threaten a significant medical handicap. If an External Appeal Agent certified by the State overturns our denial, however, we shall cover the procedure, treatment, service or pharmaceutical product, for which coverage has been denied, to the extent that such procedure, treatment, service or pharmaceutical product is otherwise covered under the terms of this Certificate. See Section Thirteen of this Certificate for further information on External Appeal.

13. Limitations and Exclusions – Hospital Benefits

- a. We will not provide any benefits for any day that you are out of the hospital, even for a portion of the day. We will not provide benefits for any day when inpatient care was not Medically Necessary.
- b. Benefits are paid in full for a semi-private room. If you are in a private room at a Hospital, you must pay the difference between the cost of a private room and a semi-private room unless the private room is Medically Necessary and ordered by your physician.
- c. We will not pay for non-medical items such as television rental or telephone charges.
- d. We will not pay for medications, supplies and equipment that you take home from the facility.

14. Limitations and Exclusions – Pharmacy Benefits

- a. Any prescription drug that we determine is not Medically Necessary, unless an External Appeal Agent recommends coverage.
- b. Experimental or investigational drugs, unless recommended by an External Appeal Agent.
- c. Nutritional supplements taken electively.
- d. Non-FDA approved drugs except that we will pay for a prescription drug that is approved by the FDA for treatment of cancer when the drug is prescribed for a different type of cancer than the type for which FDA approval was obtained. However the drug must be recognized for treatment of the type of cancer for which it has been prescribed by one of these publications: AMA Drug Evaluations; American Hospital Formulary Service; U.S. Pharmacopoeia Drug Information; or a review article or article or editorial comment in a major peer-reviewed professional journal.
- e. Devices and supplies of any kind.