

## **Exclusions and Limitations: What Is Not Covered by This Policy**

### **Excluded Services**

In addition to any other exclusions and limitations described in this Policy, there are no benefits provided for the following:

1. Services **not specifically listed as Covered Services** in this Policy.
2. Services or supplies that are **not Medically Necessary**.
3. Any drug, device or medical treatment or procedure and related services that are, as of the date of service, **Experimental, Investigational, or Unproven** as defined in the Definitions section. This exclusion does not apply to routine patient care services (as defined in Kansas Administrative Regulation 40-4-43) provided in an approved cancer clinical trial for which benefits would otherwise be available for the same services when not provided in connection with such clinical trial.
4. Services **for which you have no legal obligation to pay** or for which no charge would be made if you did not have a health plan or insurance coverage.
5. Services for injuries or diseases related to your employment to the extent you are covered or are required to be covered by a **workers' compensation law**. If you enter into a settlement giving up your right to recover past or future medical benefits under a workers' compensation law, Cigna will not pay past or future medical benefits that are the subject of or related to that settlement. In addition, if you are covered by a workers' compensation program which limits benefits when other than specified providers are used and you receive services from a non-specified provider not specified by the program, Cigna will not pay balances of charges from such non-specified providers after your benefits under the program are exhausted.
6. Conditions caused by: (a) an **act of war (declared or undeclared)**; (b) the **inadvertent release of nuclear energy** when government funds are available for treatment of illness or injury arising from such release of nuclear energy; (c) an Insured Person **participating in the military service of any country**; (d) an Insured Person **participating in an insurrection, rebellion, or riot**; (e) services received as a direct result of an Insured Person's commission of, or attempt to commit a **felony** (whether or not charged) **or as a direct result of the Insured Person being engaged in an illegal occupation**; (f) an Insured Person being intoxicated, as defined by applicable state law in the state where the illness occurred or under the influence of illegal narcotics or non-prescribed controlled substances unless administered or prescribed by Physician.
7. Any **services provided by a local, state or federal government agency**, except when payment under this Policy is expressly required by federal or state law.
8. Any services required by state or federal law to be supplied by a public school system or school district.
9. Any **services for which payment may be obtained from any local, state or federal government agency** (except Medicaid). Veterans Administration Hospitals and military treatment facilities will be considered for payment according to current legislation.
10. **If the Insured Person is eligible for Medicare** Part A, B, C or D, Cigna will provide claim payment according to this Policy minus any amount paid by Medicare, not to exceed the amount Cigna would have paid if it were the sole insurance carrier.

11. **Court-ordered treatment or hospitalization**, unless such treatment is prescribed by a Physician and listed as covered in this Policy.
12. Professional **services or supplies received or purchased directly or on your behalf by anyone, including a Physician, from** any of the following:
  - Yourself or your employer;
  - A person who lives in the Insured Person's home, or that person's employer;
  - A person who is related to the Insured Person by blood, marriage or adoption, or that person's employer; or
  - A facility or health care professional that provides remuneration to you, directly or indirectly, or to an organization from which you receive, directly or indirectly, remuneration.
13. **Custodial Care, including but not limited to rest cures; infant, child or adult day care, including geriatric day care.**
14. Any services or supplies **provided by or at a place for the aged, a nursing home, or any facility** a significant portion of the activities of which include rest, recreation, leisure, or any other services that are not Covered Services.
15. **Assistance in activities of daily living**, including but not limited to: bathing, eating, dressing, or other Custodial Care, self-care activities or homemaker services, and services primarily for rest, domiciliary or convalescent care.
16. Inpatient room and board **charges in connection with a Hospital stay primarily for diagnostic tests** which could have been performed safely on an outpatient basis.
17. **Services not prescribed by a doctor** or continued after a doctor has advised that further care is not necessary.
18. **Dental services**, dentures, bridges, crowns, caps or other Dental Prostheses, extraction of teeth or treatment to the teeth or gums, except as specifically provided in this Policy.
19. **Orthodontic services**, braces and other orthodontic appliances including orthodontic services for Temporomandibular Joint Dysfunction.
20. **Dental implants**: dental materials implanted into or on bone or soft tissue or any associated procedure as part of the implantation or removal of dental implants.
21. Any services covered under **both this medical plan and an accompanying exchange-certified pediatric dental plan** and reimbursed under the dental plan will not be reimbursed under this plan.
22. **Hearing aids** except for surgical procedures for the implantation of Bone Anchored Hearing Aids (BAHAs). For the purposes of this exclusion, a hearing aid is any device that amplifies sound.
23. **Routine hearing tests** except as provided under Preventive Care.
24. **Optometric services**, eye exercises including orthoptics, eyeglasses, contact lenses, routine eye exams, and routine eye refractions, except as specifically stated in this Policy under Pediatric Vision Care.
25. **Refractive procedures** including radial keratotomies, corneal relaxation, keratophakia, keratomileusis or any other procedure used to reshape the corneal curvature except for Medically Necessary procedures associated with severe anisometropia.

26. **Cosmetic surgery, therapy** or other services for beautification, to improve or alter appearance or self-esteem or to treat psychological or psychosocial complaints regarding one's appearance. This exclusion does not apply to Reconstructive Surgery to restore a bodily function or to correct a deformity caused by Injury or congenital defect of a Newborn child, or for Medically Necessary Reconstructive Surgery performed to restore symmetry incident to a mastectomy or lumpectomy.
27. **Abortion** unless a Physician certifies in writing that the pregnancy would endanger the life of the mother.
28. **Aids or devices that assist with nonverbal communication or enhance or enable communication**, except for an electrolarynx, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, personal digital assistants (PDAs), braille typewriters, visual alert systems for the deaf and memory books except as specifically stated in this Policy.
29. **Non-medical counseling or ancillary services**, including but not limited to: education, training, vocational rehabilitation, behavioral training, autogenic biofeedback services and materials except for urinary incontinence in adults 18 years and older, neurofeedback, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other non-medical ancillary services for learning disabilities and developmental delays, except as otherwise stated in this Policy.
30. Procedures, surgery or treatments to **change characteristics of the body** to those of the opposite sex unless such services are deemed Medically Necessary or otherwise meet applicable coverage requirements.
31. Any treatment, Prescription Drug, service or supply to **treat sexual dysfunction**, enhance sexual performance or increase sexual desire.
32. All services related to **the treatment of fertility and/or Infertility**, including, but not limited to, all tests, consultations, examinations, medications, invasive, medical, laboratory or surgical procedures including sterilization reversals and in vitro fertilization, pre-implantations genetic screening, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), except as specifically stated in this Policy.
33. **Cryopreservation** of sperm or eggs, or storage of sperm for artificial insemination (including donor fees).
34. Fees associated with the **collection or donation of blood or blood products**, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
35. Blood administration **for the purpose of general improvement in physical condition**.
36. **Orthopedic shoes** (except when joined to Braces), shoe inserts, foot Orthotic Devices.
37. **External and internal power enhancements** or power controls for Prosthetic limbs and terminal devices.
38. **Myoelectric Prostheses** peripheral nerve stimulators.
39. **Electronic Prosthetic limbs or appliances** unless Medically Necessary, when a less-costly alternative is not sufficient.
40. **Prefabricated foot Orthoses**.
41. **Cranial banding/cranial Orthoses/other similar devices**, except when used postoperatively for synostotic plagiocephaly.

42. **Orthosis shoes**, shoe additions, procedures for foot orthopedic shoes, shoe modifications and transfers.
43. Orthoses primarily used for cosmetic rather than functional reasons.
44. **Non-foot Orthoses**, except **only** the following non-foot Orthoses are covered when Medically Necessary:
- Rigid and semi-rigid custom fabricated Orthoses;
  - Semi-rigid pre-fabricated and flexible Orthoses; and
  - Rigid pre-fabricated Orthoses, including preparation, fitting and basic additions, such as bars and joints.
45. Services primarily for **weight reduction or treatment of obesity including morbid obesity**, or any care which involves weight reduction as a main method for treatment, except for those services covered as preventive health benefits. This includes any morbid obesity surgery, even if the Insured Person has other health conditions that might be helped by a reduction of obesity or weight, or any program, product or medical treatment for weight reduction or any expenses of any kind to treat obesity, weight control or weight reduction.
46. **Routine physical exams or tests** that do not directly treat an actual illness, injury or condition. This includes reports, evaluations, or hospitalization not required for health reasons; physical exams required for or by an employer or for school, or sports physicals, or for insurance or government authority, and court ordered, forensic, or custodial evaluations, except as otherwise specifically stated in this Policy.
47. **Educational services** except for Diabetic Self-Management Training Programs, treatment for Autism, or as specifically provided or arranged by Cigna.
48. **Nutritional counseling or food supplements**, except as stated in this Policy.
49. **Exercise equipment, comfort items and other medical supplies and equipment** not specifically listed as Covered Services in the "Comprehensive Benefits: What the Policy Pays For" section of this Policy. Excluded medical equipment includes, but is not limited to: air purifiers, air conditioners, humidifiers; treadmills; spas; elevators; supplies for comfort, hygiene or beautification; wigs, disposable sheaths and supplies; correction appliances or support appliances and supplies such as stockings, and consumable medical supplies other than ostomy supplies and urinary catheters, including, but not limited to, bandages and other disposable medical supplies, skin preparations and test strips except as otherwise stated in this Policy.
50. **Routine foot care** including the cutting or removal of corns or calluses; the trimming of nails, routine hygienic care and any service rendered in the absence of localized illness, a systemic condition, injury or symptoms involving the feet except as otherwise stated in this Policy.
51. **Charges for which We are unable to determine Our liability** because the Insured Person failed, within 60 days, or as soon as reasonably possible to: (a) authorize Us to receive all the medical records and information We requested; or (b) provide Us with information We requested regarding the circumstances of the claim or other insurance coverage.
52. Services associated with any **mass screening** type of physical or health examination except for pap smears and mammograms performed at a mobile facility certified by the Centers for Medicare and Medicaid Services. Two examples of mass screenings are mobile vans and school testing programs.
53. Charges for **autopsies**, unless the autopsy is requested by the company.

- 54. **Transportation** other than covered Ambulance Services.
- 55. Charges for completion of insurance **claim forms**.
- 56. Health services associated with accidental bodily injuries arising from a **motor vehicle accident** to the extent such services are payable under a medical expense payment provision of any automobile insurance policy.
- 57. Automatic external **defibrillators**.
- 58. Services obtained from a **Dedicated Virtual Primary Care Physician** such as Emergency Medical Conditions, lab or diagnostic imaging to determine a final diagnosis, psychiatric conditions and select medications.

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