

## **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 obtained from a Non-Participating/Out-of-Network Provider**, except for (a) Emergency Services; (b) non-Emergency Services provided to an Insured Person at a Participating Facility if the non-Emergency Services involve surgical or ancillary services provided by a Non-Participating Provider; (c) services for an Urgent Health Problem in an office, Urgent Care facility, or another outpatient facility and the related Physician and other related Provider services; (d) Medically Necessary services that are not available from a Participating Provider.
2. Any **amounts in excess of maximum benefit limitations of Covered Expenses** stated in this Policy.
3. Services **not specifically listed as Covered Services** in this Policy in the sections titled "Comprehensive Benefits: What the Policy Pays For," "Prescription Drug Benefits," "Pediatric Vision Care," and the benefit schedule.
4. Services or supplies that are **not Medically Necessary**, except for preventive care services as provided in this Policy.
5. Services or supplies that are considered to be for **Experimental Procedures or Investigational Procedures or Unproven Procedures**, except as otherwise stated in this Policy under "Clinical Trials."
6. Services **received before the Effective Date of coverage**.
7. Services **received after coverage under this Policy ends**.
8. 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.
9. Any condition for which benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, **under any workers' compensation, employer's liability law or occupational disease law**, except coverage for any medical condition pursuant to such exclusion if (i) an award of the Workers' Compensation Commission denies compensation benefits relating to such medical condition and no request for review of such award is made pursuant to and within the time prescribed by applicable law; or (ii) an award of the Workers' Compensation Commission, after review by the full Commission, denies compensation benefits relating to such medical condition. Following the entry of a workers' compensation award pursuant to clause (i) or (ii) having the effect of prohibiting the application of any such exclusion, Cigna Healthcare shall immediately provide coverage for such medical condition to the extent otherwise covered under the contract, subscription contract or health services plan. If, upon appeal to the Court of Appeals or the Supreme Court, such medical condition is held to be compensable under the Virginia Workers' Compensation Act (Title 65.2), Cigna Healthcare may recover from the applicable employer or workers' compensation insurance carrier the costs of coverage for medical conditions found to be compensable under the Act.
10. 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; however, benefits may not be able to be provided or may be delayed in the event of a major disaster; (c) an Insured Person **participating in the military service of any country** (note: for information about an Insured Person who becomes an active duty member of the military, please see "Cancellation by You" under "Terms of the Policy" in the "General Provisions" section); (d) an Insured Person **participating in an insurrection, rebellion, or riot**.

11. Any **services provided by a local, state or federal government agency** (except Medicaid), except when payment under this Policy is expressly required by federal or state law.
12. Any services **required by state or federal law** to be supplied by a public school system or school district.
13. 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, except for services rendered on an emergency basis where a legal liability exists for charges made to the Insured Person for such services.
14. **If the Insured Person is enrolled in Medicare** Part A, B, C or D, Cigna Healthcare will provide claim payment according to this Policy minus any amount paid by Medicare, not to exceed the amount Cigna Healthcare would have paid if it were the sole insurance carrier.
15. **Court-ordered treatment or hospitalization**, unless Medically Necessary.
16. **Professional services** performed by a member of the Insured Person's immediate family and services for which no charge is normally made in the absence of insurance.
17. **Supplies received or purchased directly or on your behalf** from any of the following:
  - Yourself, or a company under your complete ownership;
  - A person who is your spouse, Domestic Partner, child, stepchild, parent, brother or sister; or
  - A health care professional that provides remuneration directly to you.
18. **Custodial Care, including but not limited to rest cures; infant, child or adult day care, including geriatric day care.** This exclusion does not apply to Hospice Care Services, or occupational therapy to restore activities such as walking, eating, drinking, dressing, toileting, transferring from wheelchair to bed, bathing, and job related activities.
19. **Private duty nursing**, except when provided as part of the home health care services or Hospice Care Services benefit in this Policy.
20. **Complementary and alternative medicine services**, including but not limited to: massage therapy; animal therapy, including but not limited to equine therapy or canine therapy; art therapy; meditation; visualization; acupuncture; acupressure; acupuncture point injection therapy; reflexology; rolfing; light therapy; aromatherapy; music or sound therapy; dance therapy; sleep therapy, except as stated in this Policy under "Sleep Testing and Treatment"; hypnosis; energy-balancing; breathing exercises; movement and/or exercise therapy including but not limited to yoga, pilates, tai-chi, walking, hiking, swimming, golf; and any other alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. Services specifically listed as covered under "Habilitative and Rehabilitative Services" are not subject to this exclusion.
21. Any services or supplies **provided by or at a place used mainly for care of the aged, nursing care, rest care, convalescent care, educational care, or subacute care.** Services specifically listed as covered under "Hospice Care Services" and "Skilled Nursing Facilities and Other Health Care Facilities" are not subject to this exclusion.
22. **Assistance in activities of daily living**, including but not limited to: bathing, eating, dressing, or other Custodial Care; home care services that are not rendered under an approved arrangement with a home health care provider; self-care activities or homemaker services; and services primarily for rest, domiciliary or convalescent care, except when provided as part of the Hospice Care Services benefit in this Policy.
23. **Services performed by unlicensed practitioners** or services which do not require licensure to perform; for example, meditation, breathing exercises, guided visualization.
24. 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, except for tests performed for Emergency Services as defined in this Policy.

25. **Services which are self-directed** to a free-standing or Hospital-based diagnostic facility.
26. **Dental treatment**, preventive dental care and fluoride treatments; dental x-rays, supplies, appliances, and all associated costs; and diagnosis and treatment for the teeth, jaw or gums such as: removing, restoring, or replacing teeth; medical care or surgery for dental problems; and services to help dental clinical outcomes. Also excluded are 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 under “Oral Surgery” and “Dental Care.”
27. **Orthodontic services**, braces and other orthodontic appliances including orthodontic services for Temporomandibular Joint Dysfunction, except for services as stated in this Policy under “Congenital Defects and Birth Abnormalities for Newborns” and “Treatment for Temporomandibular Joint Dysfunction (TMJ) and Craniomandibular Disorders.”
28. **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.
29. 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.
30. **Hearing aids** including but not limited to semi-implantable hearing devices, audient bone conductors and Bone Anchored Hearing Aids (BAHAs). For the purposes of this exclusion, a hearing aid is any device that amplifies sound. This exclusion does not apply to cochlear implants or hearing aids for children 18 years of age or younger, as stated in this Policy under “Hearing Aids.”
31. **Routine hearing tests** for adults.
32. **Genetic screening**, except as stated in this Policy under “Pregnancy and Maternity Care” and “Women’s Preventive Care,” or pre-implantation genetic screening: general population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
33. **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” and “Vision Correction after Surgery or Accident.”
34. An **eye surgery solely for the purpose of correcting refractive defects** of the eye, such as nearsightedness (myopia), astigmatism and/or farsightedness (presbyopia).
35. **Cosmetic surgery, therapy** or other services for beautification or to improve or alter appearance or self-esteem. This exclusion shall not include Reconstructive Surgery or procedures to correct deformity caused by disease, trauma, or previous therapeutic process; surgery or procedures to correct congenital abnormalities that cause functional impairment; surgery or procedures on Newborn children to correct congenital abnormalities; or Medically Necessary benefits determined according to nondiscriminatory criteria that are consistent with current medical standards.
36. **Aids or devices that assist with nonverbal communication**, except as otherwise stated in this Policy under “Autism Spectrum Disorders” and “Habilitative and Rehabilitative Services.” Excluded aids and devices include but are 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 for assistive technology services and devices provided under the “Early Intervention Program Services” section of this Policy.
37. **Non-medical counseling or ancillary services**, including but not limited to: education, training, vocational rehabilitation, behavioral training, biofeedback, 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 when provided as part of Applied Behavior Analysis or as stated in this Policy under “Early Intervention Program Services” and “Habilitative and Rehabilitative Services.”

38. Services and procedures for **redundant skin surgery** including abdominoplasty/panniculectomy, removal of skin tags, craniosacral/cranial therapy, applied kinesiology, prolotherapy and extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions, macromastia or gynecomastia, and blepharoplasty.
39. Any treatment, Prescription Drug, service or supply to treat **sexual dysfunction**, enhance sexual performance or increase sexual desire.
40. 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 reversals of elective sterilization and in vitro fertilization, gamete intrafallopian transfer (GIFT), and zygote intrafallopian transfer (ZIFT), except as specifically stated in this Policy under "Treatment of Infertility."
41. **Cryopreservation** of sperm or eggs, or storage of sperm for artificial insemination (including donor fees).
42. 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.
43. Blood administration **for the purpose of general improvement in physical condition**.
44. **Orthopedic shoes** (except when joined to Braces), shoe inserts, or foot Orthotic Devices, unless Medically Necessary.
45. **Electronic Prosthetic limbs or appliances** unless Medically Necessary.
46. **Prefabricated foot Orthoses**, unless Medically Necessary.
47. **Cranial banding/cranial Orthoses/other similar devices**, except when clinically appropriate and Medically Necessary for a covered condition.
48. **Orthosis shoes**, shoe additions, procedures for foot orthopedic shoes, shoe modifications and transfers, unless Medically Necessary.
49. **Orthoses** primarily used for cosmetic rather than functional reasons.
50. **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.
51. 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. 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. This exclusion does not apply to obesity counseling as a preventive service for infants, children, and adults.
52. **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 under "Preventive Care Services."

53. Therapy or treatment intended primarily to **improve or maintain general physical condition** or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected. This does not apply to preventive care services, rehabilitative or Habilitative Services as stated in this Policy.
54. **Educational services** except as otherwise stated in this Policy under “Autism Spectrum Disorders,” “Diabetes,” “Preventive Care Services,” “Mastectomy Notice” regarding lymphedema under “Reconstructive Surgery,” and “Inpatient Services” under “Mental Health and Substance Use Disorder Services,” or as specifically provided or arranged by Cigna Healthcare.
55. **Nutritional counseling** except when provided as part of home health care, treatment of an eating disorder, or “Diabetic Self-Management Training” or “Preventive Care Services” subsections; or food supplements except as described in the “Nutritional Formulas” section of this Policy.
56. **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 (except wigs needed after cancer treatment), 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 under the “Prescription Drug Benefits” section.
57. **Foreign Country Provider charges** except as specifically stated under “Foreign Country Providers” in the section of this Policy titled “Comprehensive Benefits: What the Policy Pays For.”
58. **Routine foot care** unless Medically Necessary. This exclusion applies to cutting or removing corns and calluses; trimming nails; cleaning and preventive foot care, including but not limited to:
- Cleaning and soaking the feet.
  - Applying skin creams to care for skin tone.
  - Other services that are given when there is not an Illness, Injury or symptom involving the foot.
- This exclusion does not apply to the treatment of corns, calluses, and care of toenails when these services are Medically Necessary.
59. Charges for the **services of a standby Physician**.
60. Charges for **animal to human organ transplants**.
61. **Claims received by Cigna Healthcare after 90 days** from the date service was rendered, except (a) in the event of a legal incapacity or (b) if the claim is received by Cigna Healthcare later than 90 days but as soon as reasonably possible.