

Virginia Connect Exclusions and Limitations (Medical)

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:

- **Services obtained from an Out-of-Network (Non-Participating) Provider**, except for Emergency Services (including Emergency Services provided by an Urgent Care facility), and specialty care, in the event that Medically Necessary specialist services are not available from an In-network Provider, as described under the “Special Circumstances” section of this Policy.
- Any **amounts in excess of maximum amounts of Covered Expenses** stated in this Policy.
- Services **not specifically listed as Covered Services** in this Policy in the sections titled “Comprehensive Services What The Policy Pays For”, “Prescription Drug Benefits”, “Pediatric Vision Benefits” and the “Benefit Schedule”.
- Services for **treatment of complications of non-covered procedures** or services.
- Services or supplies that are **not Medically Necessary**, except for Preventive Care Services as provided in this Policy.
- Services or supplies that are considered to be for **Experimental Procedures or Investigative Procedures or Unproven Procedures**, except as otherwise stated in this Policy under ‘Clinical Trials’.
- Services **received before the Effective Date of coverage**.
- Services **received after coverage under this Policy ends**.
- Services **for which You have no legal obligation to pay** or for which no charge would be made if You did not have health plan or insurance coverage.
- 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 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 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.
- 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**.
- 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.

- Any services **required by state or federal law** to be supplied by a public school system or school district.
- 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.
- **If the Insured Person is eligible for Medicare** Part A, B 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.
- **Court-ordered treatment or hospitalization**, unless such treatment is an involuntary hold or prescribed by a Physician and listed as covered in this Policy.
- **Professional services** performed by a member of the covered person's immediate family and services for which no charge is normally made in the absence of insurance.
- **Supplies received or purchased directly or on Your behalf** from any of the following:
 - Yourself, or a company under Your partial or complete ownership;
 - A person who is Your spouse, Domestic Partner, child, stepchild, parent, brother or sister.
 - 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.
- Services of a Hospital emergency room **for any condition that is not an Emergency Medical Condition** as defined in this Policy.
- **Custodial 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.
- **Private duty nursing** in the inpatient setting, except when provided as part of the Hospice Services benefit in this Policy.
- Inpatient room and board **charges in connection with a Hospital stay primarily for environmental change or physical therapy; Custodial Care or rest cures**; services provided by a rest home, a home for the aged, a nursing home or any similar facility service.
- Services received during **an inpatient stay when the stay is primarily related to** behavioral, social maladjustment, lack of discipline or other antisocial actions which are not specifically the result of mental health.
- **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; 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 "Rehabilitative Therapy" and "Habilitative Therapy" are not subject to this exclusion.
- Any services or supplies provided by or at a place for the aged, a nursing home, or any facility where a significant portion of the activities of which include **rest, recreation, leisure**, or any other services that are not Covered Services.
- **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.

- **Services performed by unlicensed practitioners** or services which do not require licensure to perform, for example-meditation, breathing exercises, guided visualization.
- 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.
- **Services which are self-directed** to a free-standing or Hospital based diagnostic facility.
- Services ordered by a **Physician or other who is an employee or representative** of a free-standing or Hospital-based diagnostic facility, when that Physician or other Provider:
 - Has not been actively involved in Your medical care prior to ordering the service, or
 - Is not actively involved in Your medical care after the service is received.

This exclusion does not apply to mammography.

- **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.
- **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 Anomalies for Newborns”.
- **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.
- **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. Does not apply to cochlear implants.
- **Routine hearing tests** except as provided under Preventive Care.
- **Genetic screening**, except as stated in this Policy under “Pregnancy and Maternity Care” and “Women’s Preventive Care”, or pre-implantations 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.
- **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.
- An **eye surgery solely for the purpose of correcting refractive defects** of the eye, such as near-sightedness (myopia), astigmatism and/or farsightedness (presbyopia).
- **Cosmetic surgery** or other services for beautification, to improve or alter appearance or self-esteem. This exclusion 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.
- **Aids or devices that assist with nonverbal communication**, 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.
- **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.
- **Services and procedures for redundant skin surgery** including abdominoplasty/panniculectomy, removal of skin tags, carinosacral/cranial therapy, applied kinesiology, prolotherapy and extracorporeal

shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions, macromastia or gynecomastia; rhinoplasty, and blepharoplasty **regardless of clinical indications**.

- All services related to **Applied Behavioral Therapy treatment**, including but not limited to: the design, implementation, and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relations between environment and behavior.
- Any treatment, prescription drug, service or supply to treat **sexual dysfunction**, enhance sexual performance or increase sexual desire.
- All services related to **the evaluation or 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), zygote intrafallopian transfer (ZIFT), except as specifically stated in this Policy.
- **Cryopreservation** of sperm or eggs, or storage of sperm for artificial insemination (including donor fees).
- 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.
- Blood administration **for the purpose of general improvement in physical condition**
- **Orthopedic shoes** (except when joined to braces), shoe inserts, foot orthotic devices.
- 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.
- **Routine physical exams or tests** that do not directly treat an actual illness, injury or condition, including those required by employment or government authority, physical exams required for or by an employer or for school, or sports physicals, except as otherwise specifically stated in this Policy.
- 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 exclusion shall not include Habilitative services or therapies that are provided by a licensed therapist to keep, learn or improve skills needed for daily living.
- **Items which are furnished primarily for personal comfort or convenience** (air purifiers, air conditioners, humidifiers, exercise equipment, treadmills, spas, elevators and supplies for hygiene or beautification, etc. Except for wigs as specifically provided in the treatment of cancer).
- **Massage therapy**.
- **Educational services** except for the treatment of autism or otherwise stated in this Policy under "Treatment of Diabetes", "Mastectomy Notice" regarding lymphedema under "Reconstructive Surgery" and "Inpatient Treatment" under "Mental Health and Substance Use Disorders" or as specifically provided or arranged by Cigna.
- **Nutritional counseling** except when provided as part of Home Health Care, treatment of an eating disorder, or "Treatment of Diabetes", "Preventive Care Services" subsections; or food supplements except as described in the "Nutritional Formulas: Amino Acid-Based Elemental Formula or Organic Acid Metabolism, Metabolic Abnormality or Severe Protein or Soy Allergies" sections, of this Policy.
- **Exercise equipment, comfort items and other medical supplies and equipment** not specifically listed as Covered Services in the Covered Services section of this Policy. Excluded medical equipment

includes, but is not limited to: orthopedic shoes or shoe inserts; air purifiers, air conditioners, humidifiers; exercise equipment, treadmills; spas; elevators; supplies for comfort, hygiene or beautification; 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 Benefit" section.

- All **Foreign Country Provider charges** are excluded under this Policy except as specifically stated under "Treatment received from Foreign Country Providers" in the section of this Policy titled "Comprehensive Benefits What the Policy Pays For".
- **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:
 - a) Cleaning and soaking the feet.
 - b) Applying skin creams to care for skin tone.
 - c) 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 for patients with diabetes or vascular disease.

- Charges for the **services of a standby Physician**.
- Charges for **animal to human organ transplants**.
- **Claims received by Cigna after 90 days** from the date service was rendered, except (a) in the event of a legal incapacity this time frame is extended to 15 months or (b) if the claim is received by Cigna later than 90 days but as soon as reasonably possible.