

## **Expenses Not Covered**

The following expenses, among others, are not covered under the Plan:

### **Alternative Treatments**

- acupuncture or acupressure treatments, whether or not performed by a licensed Physician;
- aromatherapy;
- art therapy;
- dance therapy;
- horseback therapy;
- hypnosis;
- massage therapy;
- music therapy;
- reiki therapy;
- rolfing; and
- any other complementary or alternative medicine treatments and supplies which are not specified as covered under this Plan.

### **Behavioral Exclusions**

- services for Applied Behavior Analysis (ABA Therapy);
- services to treat injuries sustained or an illness contracted while the Participant or covered dependent committed, conspired, or attempted to commit a felony or misdemeanor, or was engaged in an illegal occupation, conduct, or activity; this exclusion does not apply to an Injury or Illness contracted as the result of domestic violence or a medical (physical and/or mental) condition;
- services, supplies, care, or treatment resulting from a Participant's voluntary taking or being under the influence of any controlled substance, drug, hallucinogen, or narcotic not administered on the advice of a physician; or incurred due to the Participant's intoxication; expenses will be covered for injured Participants other than the person intoxicated, or using controlled substances and expenses will be covered for substance abuse treatment as provided by the Plan; this exclusion does not apply if the Injury resulted from an act of domestic violence or a medical (physical and/or mental) condition; and
- services, supplies, care, or treatment for an Injury or Illness that results from engaging in an unreasonably hazardous hobby or activity – a hobby or activity is hazardous if it is characterized by a constant threat of danger or risk of bodily harm. Examples of hazardous hobbies or activities are skydiving, auto racing, and hang gliding. Whether an activity constitutes an unreasonably hazardous activity for purposes of this Plan will be determined by the Plan Administrator, in its discretion.

### **Comfort/Convenience Items and Services**

- personal convenience items or equipment including but not limited to:
  - environmental device items such as, but not limited to, air conditioners, air purifiers, humidifiers, dehumidifiers, furnace filters, heaters, vaporizers, and vacuum devices;
  - modifications to your home or property, such as, but not limited to, escalators, elevators, saunas, steam baths, pools, hot tubs, whirlpools, tanning equipment, wheelchair lifts, hand rails, stair lifts, or ramps;
  - orthopedic mattresses, blood pressure instruments, scales, elastic bandages or stockings, non-prescription drugs and medicines, first-aid supplies, and non-hospital adjustable beds; and
  - radio/television, telephone, guest service, and beauty/barber service.

### **Counseling/Training**

- services of dieticians and/or nutritionists and nutrition programs, unless due to diabetes;
- educational or vocational testing or training, unless otherwise shown as a Covered Expense;
- bereavement counseling;
- pastoral counseling;
- financial counseling; and
- marital and pre-marital counseling.

### **Custodial Care/Home Services/Nursing**

- custodial care (as defined above in the Definition section);
- maintenance care; domiciliary care, rest cures, and services of personal care attendants;
- home management and compensatory training, meal preparation, safety procedures, and adaptive equipment instructions used to support activities of daily living, unless part of another Covered Expense;
- private duty nursing services, except as provided through the Home Health care and Hospice benefits of this Plan;
- long term care services; and
- respite care.

### **Dental/Oral**

- dental treatment, including but not limited to, routine preventive services, removal of impacted teeth, dental care, dentures, and dental braces, regardless of origin or cause, except as listed as a Covered Expense.

### **Foot Care/Podiatry**

- routine foot care including treatment for corns, calluses, nail trimming, cutting and debriding of the toenails, unless the care is necessary due to metabolic (diabetes) or peripheral-vascular disease; and

- hygienic and preventive maintenance foot care, including, but not limited to:
  - cleaning and soaking the feet;
  - applying skin creams in order to maintain skin tone; and
  - other services that are performed when there is no localized illness or injury or symptom involving the feet.

### **Hearing Services**

- hearing exams/testing, except to the extent required by the Affordable Care Act, and other applicable laws;
- charges for or related to hearing aids; and
- charges cochlear implants and other implantable hearing devices.

### **Hospital Services**

- any hospital stay that is not for the diagnosis or treatment of an illness or injury; and
- non-emergency hospital admission on a Friday or Saturday unless surgery is performed within 24 hours of admission.

### **Medical Supplies/Appliances**

- replacement braces unless there is sufficient change in the patient's condition to make the original device no longer functional, as long as the item is a covered benefit.

### **Never Events**

- not medically necessary "never events" as defined by the Centers for Medicare and Medicaid Services ("CMS"); errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients; conditions that indicate a serious problem in the safety and credibility of a health care facility or professional.

### **Obesity/Morbid Obesity**

- care and treatment for weight control, including but not limited to: gastric bypass; gastric stapling or balloon catheterization; liposuction or reconstructive surgery, reversals; diet, health or exercise programs; health club dues; weight reduction medications; or weight reduction clinics. **Note:** obesity screening and counseling are covered to the extent required by the Affordable Care Act and any other applicable laws or regulations.

### **Physical Appearance**

- the use of exercise equipment; special diets or diet supplements; appetite suppressants; Nutri/System, Weight Watchers or similar programs; and hospital confinements for weight reduction programs, unless otherwise listed as covered;
- exercise programs for treatment of any condition, except for Physician-supervised cardiac rehabilitation, occupational or physical therapy if covered by this Plan;
- gynecomastia (enlarged breast in men);
- hyperhidrosis (excessive sweating);
- growth hormone therapy;
- services for cosmetic reasons, except for covered reconstructive surgery unless otherwise listed as a Covered Expense;

- expenses related to the care and treatment of hair loss including alopecia, wigs, hair transplants, or any drug that promises hair growth, whether or not prescribed by a Physician. However, a wig/hairpiece will be covered following chemotherapy.

### **Reproduction/Sexual**

- an elective abortion. This exclusion does not apply to a spontaneous abortion.
- services, supplies, or treatment for transsexualism, gender dysphoria, or sexual assignment/change, including medications, implants, hormone therapy, surgery, or medical or psychiatric treatment;
- sex therapy;
- sterilization reversals;
- diagnosis, care, or treatment of sexual dysfunction or impotence, including expenses for supplies or services for the restoration or enhancement of sexual activity. This exclusion does not apply if the impotence is a result of an underlying medical condition. A letter of Medical Necessity (LMN) is required;
- expenses for a Pregnancy related to surrogacy, whether the covered Participant is being a surrogate mother or another individual is acting as the surrogate mother for a covered Participant; and
- charges for services and supplies for testing and treatment of infertility, including, but not limited to, artificial insemination, gamete intra fallopian transfer (GIFT), and in vitro fertilization.

### **Services Provided by another Plan**

- services or supplies of an Injury sustained or Illness contracted while on active duty in military service, unless payment is legally required;
- any expenses for which benefits are payable under the separate fully-insured transplant certificate of coverage are excluded from coverage under this health Plan;
- services and supplies covered by laws or regulations of any government agency, unless specifically covered under the Plan. This exclusion does not apply to Medicaid or when otherwise prohibited by applicable law; and
- an Illness or Injury arising out of, or in the course of, any employment for wage or profit for which the covered Participant was or could have been entitled to benefits under any Worker's Compensation, U.S. Longshoremen and Harbor Workers' or other occupational disease legislation, policy or contract, where required by state law.

### **Travel-Related Expenses**

- travel and accommodation expenses unless otherwise provided under the Plan for a particular service; and
- expenses for care or treatment outside of the United States, if travel was for the sole purpose of obtaining medical services.

### **Vision Services**

- routine eye exams, eyeglasses, contact lenses, and related services, (except as specifically listed as covered);

- eye refractions;
- surgical procedures to correct refractive errors of the eye, such as radial keratotomy or LASIK procedures.

### **Miscellaneous**

- services received at Midwest Specialty Surgery Center regardless of whether the providers are part of any designated Network. This includes the facility, physician, anesthesia and other provider services performed at the facility.
- services received at Onyx & Pearl Surgical Suites regardless of whether the providers are part of any designated Network. This includes the facility, physician, anesthesia and other provider services performed at the facility.
- services rendered by an unlicensed provider;
- medical and surgical care that is not performed according to generally accepted professional standards, or that is provided by a provider acting outside the scope of his or her license;
- standby charges of a Physician;
- charges for any resident or intern of a hospital;
- professional services billed by a Physician or nurse who is an employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service;
- services or supplies for an Illness, defect, disease, or Injury due to war or a warlike action in time of peace;
- experimental or investigational services or supplies (as defined above in the Definitions);
- charges incurred for which the Plan has no legal obligation to pay;
- any charges for maintenance therapy, which is treatment given when no additional progress is apparent or expected to occur;
- any charges in excess of the maximum amount payable under the Plan for a particular service or supply;
- services or supplies for which the patient does not have to pay, or for which no charges would be made if this coverage did not exist;
- charges that a school system is required by law to provide;
- charges for failure to keep a scheduled visit;
- charges for completion of forms, including but not limited to claim forms, disability forms, and evidence of insurability forms;
- services not recommended and approved by a physician or treatment, services, or supplies when the participant is not under the regular care of a physician that is appropriate for the Injury or Illness;
- services or supplies that are not medically necessary for diagnosing or treating your condition, as determined by the Plan;
- care, treatment or supplies for which a charge was incurred before a person was covered under the Plan or after coverage ceased under this Plan;

- immunizations, exams, or treatments required solely for purposes of school, or camp, travel, career or employment, insurance, marriage, adoption or to obtain/maintain a license of any type;
- services performed by a person who ordinarily resides in the participant's home or who is related to the Participant and/or his covered dependents as a Spouse, parent, Child, brother, or sister, whether the relationship is by blood or exists at law;
- services, supplies, medications, or treatment required as a result of complications from a treatment not covered under the Plan are excluded; and
- certain prescription drugs that are listed on the True Rx Specialty Drug Exclusion list as defined below and prescribed in the following settings:
  - Outpatient;
  - Office; or
  - Home

are excluded under the Medical provisions of the Plan and may only be eligible for coverage under, and subject to, the terms of the Patient Advocacy Program administered by the Pharmacy Benefit Manager, True Rx Management Services. As it relates to this benefit and the Patient Advocacy Program, the term "Specialty (Prescription) Drug" means any injectable or non-injectable drug that is on the Pharmacy Benefit Manager's list of Specialty Drugs as it determines such list from time to time. For the most current list of Specialty Drugs, please contact True Rx at (866) 921-4047. The terms of the Patient Advocacy Program include the processes and procedures issued by the Pharmacy Benefit Manager to administer the Specialty Drug Exclusion List, subject to the Plan Administrator's reservation of authority to prospectively approve otherwise excluded prescriptions to be an eligible claim under the relevant Medical Benefits provisions by providing a properly executed copy of the relevant Specialty Prescription Drug Override Request Form or similar documentation.