

14. EXCLUSIONS AND LIMITATIONS

The Health Care Services under this Agreement shall not include or shall be limited by the following:

14.1 Abortions

Elective abortions, which are not necessary to preserve Your or Your Covered Dependent's health, are excluded.

14.2 Altered Sexual Characteristics

Any procedures or treatments designed to alter physical characteristics of You or Your Covered Dependent from Your or Your Covered Dependent's biologically determined sex to those of another sex, regardless of any diagnosis of gender role disorientation or psychosexual orientation, including treatment for hermaphroditism and any studies or treatment related to sex transformation or hermaphroditism, are excluded.

14.3 Breast Implants

Non-Medically Necessary implantation of breast augmentation devices, removal of breast implants, and replacement of breast implants are excluded.

14.4 Chiropractic Services

Chiropractic Services are excluded.

14.5 Cosmetic or Reconstructive Procedures or Treatments

Unless otherwise covered under this Agreement, cosmetic or reconstructive procedures or other Treatments which improve or modify a Member's appearance are excluded. Examples of excluded procedures include, but are not limited to, liposuction, abdominoplasty, blepharoplasty, face lifts, osteotomies, correction of malocclusions, rhinoplasties, and mammoplasties. The only exceptions to this exclusion include certain procedures determined as Medically Necessary and approved by the Medical Director which are required solely because of any of the following: (1) an accidental bodily injury; (2) disease of the breast tissue; (3) a congenital or birth defect which was present upon birth; or (4) surgical Treatment of an illness. As medically appropriate and at the discretion of the Medical Director, any Treatment which would result in a cosmetic benefit may be delayed until such time as You or Your Covered Dependent has completed other alternative, more conservative Treatments recommended by the Medical Director.

14.6 Court-Ordered Care

Health Care Services provided solely because of the order of a court or administrative body, which Health Care Services would otherwise not be covered under this Agreement, are excluded. This exclusion does not prohibit coverage of a dependent pursuant to a qualified medical support order.

14.7 Custodial Care

Custodial Care as follows is excluded:

- Any service, supply, care or Treatment that the Medical Director determines to be incurred for rest, domiciliary, convalescent or Custodial Care;
- Any assistance with activities of daily living which include activities such as walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking drugs; or
- Any Care that can be performed safely and effectively by a person who does not require a license or certification or the presence of a supervisory nurse.

Such services will not be Covered Services no matter who provides, prescribes, recommends or performs those services. The fact that certain Covered Services are provided while You or Your Covered Dependent are receiving Custodial Care does not require the Health Plan to cover Custodial Care.

14.8 Dental Care

All dental care is excluded, except for coverage stated under the Dental Benefits and Certain Oral Surgery section of this Agreement.

14.9 Disaster or Epidemic

In the event of a major disaster or epidemic, services shall be provided insofar as practical, according to the best judgment of Health Professionals and within the limitations of facilities and personnel available; but neither Health Plan, nor any Health Professional shall have any liability for delay or failure to provide or to arrange for services due to a lack of available facilities or personnel.

14.10 Elective Treatment or Elective Surgery

Elective Treatments or Elective Surgery, and complications of Elective Treatments or Elective Surgery, are excluded.

14.11 Exceeding Benefit Limits

Any Services provided to an Enrollee who has exceeded any Annual Benefit Maximum is excluded from Coverage.

14.12 Experimental or Investigational Treatment

Any Treatments that are considered to be Experimental or Investigational are excluded, but may be appealed under the Appeal of Adverse Determination provision of this Agreement. This exclusion does not apply to routine patient care costs for enrollees in clinical trials pursuant to Section 13.6.26 of this Agreement.

14.13 Family Member (Services Provided by)

Treatments or services furnished by a Physician or Provider who is related to You, or Your Covered Dependent, by blood or marriage, or any services or supplies for which You would have no legal obligation to pay in the absence of this Agreement or any similar coverage; or for which no charge or a different charge is usually made in the absence of health care coverage, are excluded.

14.14 Family Planning Treatment

The reversal of an elective sterilization procedure and male condoms are excluded.

14.15 Genetic Testing

Genetic tests are excluded unless approved by the FDA, ordered by a Participating Physician, and approved by the Medical Director.

14.16 Household Equipment

The purchase or rental of household equipment which has a customary purpose other than medical, such as, but not limited to: exercise cycles, air purifiers, central or unit air conditioners, water purifiers, allergenic pillows, mattresses or waterbeds is excluded.

14.17 Household Fixtures

Fixtures, including, but not limited to, the purchase or rental of escalators or elevators, saunas, swimming pools or other household fixtures are excluded.

14.18 Illegal Acts

Services received for any condition caused by a Member's commission of, or attempt to commit, an illegal act.

14.19 Infertility Diagnosis and Treatment

The following infertility services are not covered:

- in vitro fertilization;
- artificial insemination;
- gamete intrafallopian transfer;
- zygote intrafallopian transfer, and similar procedures;
- reversal of voluntarily induced sterility;
- surrogate parent services and fertilization;
- donor egg or sperm;
- abortions unless determined to be Medically Necessary or required to preserve the life of the mother.

14.20 Mental Health

Services for mental illness or disorders are limited to those services described in Mental Health Care and Treatment for Chemical Dependency provisions of this Agreement.

14.21 Miscellaneous

Artificial aids, corrective appliances, and medical supplies, such as batteries (except for batteries for hearing aids), dressings, syringes (except for insulin syringes), dentures, eyeglasses and corrective lenses, unless covered by Rider, are excluded.

14.22 Non-Covered Benefits/Services

Treatments, which are excluded from coverage under this Agreement and complications of such Treatments, are excluded.

14.23 Non-Emergent Treatment for Non-Participating Providers

In cases involving non-emergent Treatments performed or prescribed by non-Participating Providers, either inside or outside of the Service Area, and for which Health Plan has not authorized an out-of-network referral, Health Plan will not cover any expenses associated with such Treatments. Complications of those Treatments will not be covered prior to the date Health Plan arranges for Member's transfer to Participating Providers. In no event shall Health Plan cover any Treatments which are excluded from coverage under this Agreement or complications of those Treatments.

14.24 Non-Payment for Excess Charges

No payment will be made for any portion of the charge for a service or supply in excess of the Usual, Customary, and Reasonable charges for such service or supply prevailing in the area in which the service or supply was received.

14.25 Personal Comfort Items

Personal items, comfort items, food products, guest meals, accommodations, telephone charges, travel expenses, take home supplies, barber and beauty services, radio, television or videos of procedures, vitamins, minerals, dietary supplements and similar products except to the extent specifically listed as covered under this Agreement, are excluded.

14.26 Physical and Mental Exams

Physical, psychiatric, psychological, other testing or examinations and reports for the following are excluded:

- obtaining or maintaining employment;
- obtaining or maintaining licenses of any type;
- obtaining or maintaining insurance;
- otherwise relating to insurance purposes and the like;
- educational purposes;
- services for non-medically necessary special education and developmental programs;
- premarital and pre-adoptive purposes by court order;
- relating to any judicial or administrative proceeding;
- medical research.

14.27 Pregnancy Induced under a Surrogate Parenting Agreement

Services for conditions of pregnancy for a surrogate parent when the surrogate is a Covered Person are covered, but when compensation is obtained for the surrogacy, Health Plan shall have a lien on such compensation to recover Our medical expense. A surrogate parent is a woman who agrees to become pregnant with the intent of surrendering custody of the child to another person.

14.28 Prescription Drugs

Over-the-counter drugs are not covered.

14.29 Refractive Keratotomy

Radial Keratotomy and other refractive eye surgery is excluded.

14.30 Reimbursement

Health Plan shall not pay any provider or reimburse Member for any Health Care Service for which Member would have no obligation to pay in the absence of coverage under this Agreement.

14.31 Routine Foot Care

Services for routine foot care, including, but not limited to, trimming of corns, calluses and nails, except those services related to diabetes, are excluded.

14.32 Speech and Hearing Loss

Unless covered by a rider, services for the loss or impairment of speech or hearing are limited to those rehabilitative services described in the Rehabilitative Therapy provision.

14.33 Storage of Bodily Fluids and Body Parts

Long term storage (longer than 6 months) of blood and blood products is excluded. Storage of semen, ova, bone marrow, stem cells, DNA, or any other bodily fluid or body part is excluded unless approved by Medical Director.

14.34 Transplants

Organ and bone marrow transplants and associated donor/procurement costs for You or Your Covered Dependent are excluded except to the extent specifically listed as covered in this Agreement.

14.35 Treatment Received in State or Federal Facilities or Institutions

No payment will be made for services, except Emergency Care, received in Federal facilities or for any items or services provided in any institutions operated by any state, government or agency when Member has no legal obligation to pay for such items or services; except, however, payment will be made to the extent required by law provided such care is approved in advance by Participating Physician or Participating Provider and Medical Director.

14.36 Unauthorized Services

Non-emergency Health Care Services which are not provided, ordered, prescribed or authorized by a Participating Physician or Participating Provider are excluded.

14.37 Vision Corrective Surgery, including Laser Application

Traditional or laser surgery for the purposes of correcting visual acuity is excluded.

14.38 War, Insurrection, or Riot

Treatment for Injuries or sickness as a result of war, participation in a riot, civil insurrection, or act of terrorism is excluded.

14.39 Weight Reduction

Weight reduction programs, food supplements, services, supplies, surgeries including but not limited to Gastric Bypass, gastric stapling, Vertical Banding, or gym memberships, even if the participant has medical conditions that might be helped by weight loss; or even prescribed by a physician are not covered.