

# Exclusions (Non-Covered Services)

The following section indicates items which are excluded from benefit consideration, and are not considered covered services. Excluded items will not be covered even if the service, supply, or equipment would otherwise be considered Medically Necessary. Our medical policy guidelines will be used to determine if services or supplies are Medically Necessary. This information is provided as an aid to identify certain common items which may be misconstrued as covered services. To be certain about whether a service is covered, please contact Customer Service at 1-855-OUR-KYHC (1-855-687-5942).

1. We do not provide benefits for procedures, equipment, services, supplies or charges which we determine are not Medically Necessary or do not meet our medical policy, clinical coverage guidelines, or benefit policy guidelines.
2. Received from an individual or entity that is not a provider, as defined in this contract, or recognized by us.
3. Which are Experimental/Investigative or related to such, whether incurred prior to, in connection with, or subsequent to the Experimental/Investigative service or supply, as determined by us. The fact that a service is the only available treatment for a condition will not make it eligible for coverage if we deem it to be Experimental/Investigative.
4. For any condition, disease, defect, ailment, or injury arising out of and in the course of employment if benefits are available under any Workers Compensation Act or other similar law. If Workers Compensation Act benefits are not available to you, then this Exclusion does not apply. This exclusion applies if you receive the benefits in whole or in part. This exclusion also applies whether or not you claim the benefits or compensation. It also applies whether or not you recover from any third party.
5. To the extent that they are provided as benefits by any governmental unit.
6. For any illness or injury that occurs while serving in the armed forces, including as a result of any act of war, declared or undeclared.
7. For a condition resulting from direct participation in a riot, civil disobedience, nuclear explosion, or nuclear accident.
8. For care required while incarcerated in a federal, state or local penal institution or required while in custody of federal, state or local law enforcement authorities, including work release programs if the Member has been convicted as a felon. This exclusion does not apply to a Member while incarcerated in a local penal institution or in the custody of a local law enforcement officer prior to conviction for a felony.
9. For court ordered testing or care unless Medically Necessary.
10. For which you have no legal obligation to pay in the absence of this or like coverage.
11. For the following:
  - a. Physician or other practitioner charges for consulting with Members by telephone, facsimile machine, electronic mail systems or other consultation or medical management service not involving direct (face-to-face) care with the Member except as otherwise described in this contract in "Tele-health section."

- b. Surcharges for furnishing and/or receiving medical records and reports.
  - c. Charges for doing research with providers not directly responsible for your care.
  - d. Charges that are not documented in provider records.
  - e. Charges from an outside laboratory or shop for services in connection with an order involving devices (e.g., prosthetics, orthotics) which are manufactured by that laboratory or shop, but which are designed to be fitted and adjusted by the attending physician. For membership, administrative, or access fees charged by physicians or other providers. Examples of administrative fees include fees charged for educational brochures or calling a patient to provide their test results.
12. Received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trust or similar person or group.
  13. Prescribed, ordered or referred by or received from a member of your immediate family.
  14. For completion of claim forms or charges for medical records or reports.
  15. For missed or cancelled appointments.
  16. For mileage, lodging and meals costs, and other Member travel related expenses, except as authorized by us or specifically stated as a covered service.
  17. Charges in excess of our Maximum Allowable Amounts.
  18. Incurred prior to your effective date.
  19. Incurred after the termination date of this coverage except as specified elsewhere in this contract.
  20. For any procedures, services, equipment or supplies provided in connection with cosmetic services. Cosmetic services are primarily intended to preserve, change or improve your appearance or are furnished for psychiatric or psychological reasons. No benefits are available for surgery or treatments to change the texture or appearance of your skin or to change the size, shape or appearance of facial or body features (such as your nose, eyes, ears, cheeks, chin, chest or breasts). Complications directly related to cosmetic services treatment or surgery, as determined by us, is not covered. This exclusion applies even if the original cosmetic services treatment or surgery was performed while the Member was covered by another carrier/self-funded plan prior to coverage under this contract. Directly related means that the treatment or surgery occurred as a direct result of the cosmetic services treatment or surgery and would not have taken place in the absence of the cosmetic services treatment or surgery. This exclusion does not apply to conditions including: myocardial infarction; pulmonary embolism; thrombophlebitis; and exacerbation of co-morbid conditions.
  21. For maintenance therapy, which is treatment given when no additional progress is apparent or expected to occur. Maintenance therapy includes treatment that preserves your present level of functioning and prevents loss of that functioning, but which does not result in any additional improvement.
  22. For the following:
    - a. Custodial care, convalescent care or rest cures.
    - b. Domiciliary care provided in a residential institution, treatment center, halfway house, or school because a Member's own home arrangements are not available or are unsuitable, and consisting chiefly of room and board, even if therapy is included.
    - c. Care provided or billed by a hotel, health resort, convalescent home, rest home, nursing home or other extended care facility home for the aged, infirmary, school infirmary,

institution providing education in special environments, supervised living or halfway house, or any similar facility or institution.

- d. Services or care provided or billed by a school, custodial care center for the developmentally disabled, residential programs for drug and alcohol, or outward bound programs, even if psychotherapy is included.
  - e. Wilderness camps.
23. For routine foot care (including the cutting or removal of corns and calluses); Nail trimming, cutting or debriding; Hygienic and preventive maintenance foot care, including:
- a. cleaning and soaking the feet.
  - b. applying skin creams in order to maintain skin tone.
  - c. other services that are performed when there is not a localized illness, injury or symptom involving the foot.
24. For dental treatment, regardless of origin or cause, except as specified elsewhere in this contract. "Dental treatment" includes: Preventive care, diagnosis, treatment of or related to the teeth, jawbones (except that TMJ is a covered service) or gums, including:
- a. extraction, restoration and replacement of teeth.
  - b. medical or surgical treatments of dental conditions.
  - c. services to improve dental clinical outcomes.
25. For treatment of the teeth, jawbone or gums that is required as a result of a medical condition except as expressly required by law or specifically stated as a covered service.
26. For dental implants.
27. For dental braces.
28. For dental x rays, supplies & appliances and all associated expenses, including hospitalization and anesthesia, except as specified elsewhere in this contract. The only exceptions to this are for any of the following:
- a. transplant preparation.
  - b. initiation of immunosuppressives.
  - c. direct treatment of acute traumatic injury, cancer or cleft palate.
29. Treatment of congenitally missing, malpositioned, or super numerary teeth, even if part of a congenital anomaly.
30. Weight loss programs and drugs, whether or not they are pursued under medical or physician supervision. This exclusion includes commercial weight-loss programs and fasting programs.
31. For bariatric surgery, regardless of the purpose for which it is proposed or performed. This includes Roux-en-Y (RNY), Laparoscopic gastric bypass surgery or other gastric bypass surgery (surgical procedures that reduce stomach capacity and divert partially digested food from the duodenum to the jejunum, the section of the small intestine extending from the duodenum), or Gastroplasty, (surgical procedures that decrease the size of the stomach), or gastric banding procedures. Complications directly related to bariatric surgery that results in an Inpatient stay or an extended Inpatient stay for the bariatric surgery, as determined by us, are not covered. This exclusion applies when the bariatric surgery was not a covered service under this KYHC Plan or any previous KYHC plan, and it applies if the surgery was performed while the Member was covered by a previous carrier/self-funded plan prior to coverage under this contract. Directly related means that the inpatient stay or extended inpatient stay occurred as a direct result of the bariatric procedure and would not have taken place in the absence of the bariatric

procedure. This exclusion does not apply to conditions including: myocardial infarction; excessive nausea/vomiting; pneumonia; and exacerbation of co-morbid medical conditions during the procedure or in the immediate post-operative time frame.

32. For marital counseling.
33. For prescription, fitting, or purchase of eyeglasses or contact lenses except as otherwise specifically stated as a covered service. This exclusion does not apply for initial prosthetic lenses or sclera shells following intra-ocular surgery, or for soft contact lenses due to a medical condition.
34. For hearing aids or examinations to prescribe/fit them, unless otherwise specified within this contract.
35. For services or supplies primarily for educational, vocational, or training purposes, except as otherwise specified herein.
36. For services to reverse voluntarily induced sterility.
37. For diagnostic testing or treatment related to infertility.
38. For personal hygiene, environmental control, or convenience items including the following examples:
  - a. Air conditioners, humidifiers, air purifiers;
  - b. Personal comfort and convenience items during an inpatient stay, including daily television rental, telephone services, cots or visitor's meals;
  - c. Charges for non-medical self-care except as otherwise stated;
  - d. Purchase or rental of supplies for common household use, such as water purifiers;
  - e. Allergenic pillows, cervical neck pillows, special mattresses, or waterbeds;
  - f. Infant helmets to treat positional plagiocephaly;
  - g. Safety helmets for Members with neuromuscular diseases; or
  - h. Sports helmets.
39. Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment, or facilities used for developing or maintaining physical fitness, even if ordered by a physician. This exclusion also applies to health spas.
40. For telephone consultations or consultations via electronic mail or internet/web site, except as authorized by us or allowed under the tele-health services benefit or elsewhere in covered services.
41. For care received in an emergency room which is not emergency care, except as specified in this contract. This includes suture removal in an emergency room.
42. For eye surgery to correct errors of refraction, such as near-sightedness which includes LASIK radial keratotomy or keratomileusis or excimer laser refractive keratectomy.
43. For self-help training and other forms of non-medical self-care, except as otherwise provided in this contract.
44. For examinations relating to research screenings.
45. For stand-by charges of a physician.
46. Physical exams and immunizations required for enrollment in any insurance program, as a condition of employment, for licensing, or for other purposes.

47. For private duty nursing services rendered in a hospital or skilled nursing facility; private duty nursing services are covered services only when provided through the home care services benefit as specifically stated in the "Covered Services" section.
48. For manipulation therapy services rendered in the home as part of home care services.
49. Services and supplies related to sex transformation and/or the reversal thereof, or male or female sexual or erectile dysfunctions or inadequacies, regardless of origin or cause. This exclusion includes sexual therapy and counseling. This exclusion also includes penile prostheses or implants and vascular or artificial reconstruction, prescription drugs, and all other procedures and equipment developed for or used in the treatment of impotency, and all related diagnostic testing.
50. For services, supplies and other care provided for elective abortions accomplished by any means, as defined by applicable law.
51. For (services or supplies related to) alternative or complementary medicine. Examples of services in this category include: acupuncture, holistic medicine, homeopathy, hypnosis, aroma therapy, massage and massage therapy, reiki therapy, herbal, vitamin or dietary products or therapies, naturopathy, thermograph, orthomolecular therapy, contact reflex analysis, bioenergetic synchronization technique (BEST), iridology-study of the iris, auditory integration therapy (AIT), colonic irrigation, magnetic innervation therapy, electromagnetic therapy, and neurofeedback.
52. For any services or supplies provided to a person not covered under the contract in connection with a surrogate pregnancy (including the bearing of a child by another woman for an infertile couple).
53. For surgical treatment of gynecomastia.
54. For treatment of hyperhidrosis (excessive sweating).
55. For any service for which you are responsible under the terms of this contract to pay a Copayment, Coinsurance or Deductible, and the Copayment, Coinsurance or Deductible is waived by a non-network provider.
56. Human Growth Hormone for children born small for gestational age. It is only a covered service in other situations when allowed by us through prior authorization.
57. Complications directly related to a service or treatment that is a non-covered service under this contract because it was determined by us to be Experimental/Investigational or non-Medically Necessary. Directly related means that the service or treatment occurred as a direct result of the Experimental/Investigational or non-Medically Necessary service and would not have taken place in the absence of the Experimental/Investigational or non-Medically Necessary service.
58. For drugs, devices, products, or supplies with over the counter equivalents, unless otherwise covered on the formulary, and any drugs, devices, products, or supplies that are therapeutically comparable to an over the counter drug, device, product, or supply.
59. Sclerotherapy for the treatment of varicose veins of the lower extremities including ultrasonic guidance for needle and/or catheter placement and subsequent sequential ultrasound studies to assess the results of ongoing treatment of varicose veins of the lower extremities with sclerotherapy.
60. Treatment of telangiectatic dermal veins (spider veins) by any method.
61. Reconstructive services except as specifically stated in the covered services section of this contract.

62. Nutritional and/or dietary supplements, except as provided in this contract. This exclusion includes those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.
63. For non-preventive medical nutritional therapy from a non-network provider.

## Experimental / Investigative Services Exclusion

Any drug, biologic, device, Diagnostic, product, equipment, procedure, treatment, service, or supply used in or directly related to the diagnosis, evaluation, or treatment of a disease, injury, illness, or other health condition which we determine to be Experimental/Investigative is not covered under this KYHC Plan.

We will deem any drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply to be Experimental/Investigative if we determine that one or more of the following criteria apply when the service is rendered with respect to the use for which benefits are sought. The drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply:

- cannot be legally marketed in the United States without the final approval of the Food and Drug Administration (FDA), or other licensing or regulatory agency, and such final approval has not been granted;
- has been determined by the FDA to be contraindicated for the specific use; or
- is provided as part of a clinical research protocol or clinical trial or is provided in any other manner that is intended to evaluate the safety, toxicity, or efficacy of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
- is subject to review and approval of an Institutional Review Board (IRB) or other body serving a similar function; or
- is provided pursuant to informed consent documents that describe the Drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply as Experimental/Investigative, or otherwise indicate that the safety, toxicity, or efficacy of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is under evaluation.

Any service not deemed Experimental/Investigative based on the criteria above may still be deemed Experimental/Investigative by us. In determining whether a service is Experimental/Investigative, we will consider the information described below and assess whether:

- the scientific evidence is conclusory concerning the effect of the service on health outcomes;
- the evidence demonstrates the service improves net health outcomes of the total population for whom the service might be proposed by producing beneficial effects that outweigh any harmful effects;
- the evidence demonstrates the service has been shown to be as beneficial for the total population for whom the service might be proposed as any established alternatives; and
- the evidence demonstrates the service has been shown to improve the net health outcomes of the total population for whom the service might be proposed under the usual conditions of medical practice outside clinical investigatory settings.

The information considered or evaluated by us to determine whether a drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental/Investigative under the above criteria may include one or more items from the following list which is not all inclusive:

- published authoritative, peer-reviewed medical or scientific literature, or the absence thereof; or
- evaluations of national medical associations, consensus panels, and other technology evaluation bodies; or
- documents issued by and/or filed with the FDA or other federal, state or local agency with the authority to approve, regulate, or investigate the use of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
- documents of an IRB or other similar body performing substantially the same function; or
- consent document(s) and/or the written protocol(s) used by the treating physicians, other medical professionals, or facilities or by other treating physicians, other medical professionals or facilities studying substantially the same drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply; or
- medical records; or
- the opinions of consulting providers and other experts in the field.

We will apply our medical policy to identify and weigh all information and determine all questions pertaining to whether a drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service, or supply is Experimental/Investigative.