

5

General Limitations and Exclusions

These general limitations and exclusions apply to **all** services listed in this Policy (or benefit booklet).

This Policy does not cover any service or supply not specifically listed as a covered service in this booklet. If a service is not covered, then all services performed in conjunction with it are not covered.

Also see Section 3: Covered Services for specific benefit limits and exclusions.

This Policy will not cover any of the following services, supplies, situations, or related expenses:

Admissions/Treatments Discontinued by Patient — This Policy may **not cover** charges associated with any episode of alcoholism or drug abuse for which the patient did not complete the prescribed continuum of care.

Before Effective Date of Coverage — This Policy **does not cover** any service received, item purchased, prescription filled, or health care expense incurred before your effective date of coverage. If you are an inpatient when coverage either begins or ends, benefits for the admission will be available only for those covered services received on and after your effective date of coverage or those received before your termination date.

Biofeedback — This Policy **does not cover** services related to biofeedback.

Blood Services — This Policy **does not cover** blood storage fees unless the blood is to be used for an already scheduled surgical procedure **and** only if the donor has specifically indicated that you, the policyholder, are to receive the donated blood. (This includes situations in which you are donating blood to be used in your own scheduled procedure.) Blood storage costs for any other purpose will not be covered. **This Policy does not cover** blood replaced for or by the patient through donor credit.

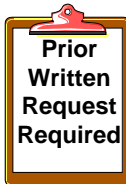
Complications of Noncovered Services — This Policy **does not cover** any complications of a noncovered service, treatment, or procedure (e.g., due to a noncovered sex change operation, cosmetic surgery, transplant, or experimental procedure).

Convalescent Care or Rest Cures — This Policy **does not cover** convalescent care or rest cures.

Cosmetic Services — Cosmetic surgery is beautification or aesthetic surgery to improve an individual's appearance by surgical alteration of a physical characteristic. **This Policy does not cover** cosmetic surgery, services, or procedures for psychiatric or psychological reasons, or to change family characteristics or conditions caused by aging. **This Policy does not cover** services related to or required as a result of a cosmetic service, procedure, or surgery, or subsequent

procedures to correct unsatisfactory cosmetic results attained during an initial surgery.

Examples of cosmetic procedures are: dermabrasion; revision of surgically induced scars; breast augmentation; rhinoplasty; surgical alteration of the eye; correction of prognathism or micrognathism; excision or reformation of sagging skin on any part of the body including, but not limited to, eyelids, face, neck, abdomen, arms, legs, or buttock; services performed in connection with the enlargement, reduction, implantation or change in appearance of a portion of the body including, but not limited to, breast, face, lips, jaw, chin, nose, ears, or genitals; or any procedures that the Administrator determines are not required to materially improve the physiological function of an organ or body part.



Exception: Cosmetic breast/nipple surgery required due to a mastectomy related to breast cancer may be covered. However, **prior approval, requested in writing**, is required. Also, prior-approved reconstructive surgery, which may have a coincidental cosmetic effect, may be covered when required as the result of accidental injury, illness, or congenital defect. See *Section 3* for details.

Custodial Care — **This Policy does not cover** custodial care, or care in a place that is primarily your residence when you do not require skilled nursing.

Dental-Related Services — **This Policy does not cover dental-related services**, except for those services specifically listed as covered in *Section 3*.

Domiciliary Care — **This Policy does not cover** domiciliary care or care provided in a residential institution, treatment center, halfway house, or school.

Duplicate (Double) Coverage — **This Policy does not cover** amounts already paid by other valid coverage or that would have been paid by Medicare as the primary carrier if you were entitled to Medicare, had applied for Medicare, and had claimed Medicare benefits. See *Section 6* for more information. Also, if your prior coverage has an extension of benefits provision, **this Policy will not cover** charges incurred after your effective date under this Policy that are covered under the prior plan's extension of benefits provision.

Duplicate Testing — **This Policy does not cover** duplicative diagnostic testing or overreads of laboratory, pathology, or radiology tests.

Experimental, Investigational, or Unproven Services — **This Policy does not cover** any treatment, procedure, facility, equipment, drug, device, or supply not accepted as *standard medical practice* (as defined on the next page) or those considered experimental, investigational, or unproven. Also, services must be medically necessary and not excluded by any other contract exclusion. In addition, if federal or other government agency approval is required for use of any items and such approval was not granted when services were administered, the service is experimental and will not be covered. To be considered experimental, investigational, or unproven, one or more of the following conditions must be met:

- The device, drug, or medicine cannot be marketed lawfully without approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time the device, drug, or medicine is furnished.
- Reliable evidence shows that the treatment, device, drug, or medicine is the subject of ongoing phase I, II, or III clinical trials or under study to determine

its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis.

- Reliable evidence shows that the consensus of opinion among experts regarding the treatment, procedure, device, drug, or medicine is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence means only published reports and articles in authoritative peer-reviewed medical and scientific literature; the written protocol or protocols used by the treating facility, or the protocol(s) of another facility studying substantially the same medical treatment, procedure, device, or drug; or the written informed consent used by the treating facility or by another facility studying substantially the same medical treatment, procedure, device, or drug. *Experimental* or *investigational* does not mean cancer chemotherapy or other types of therapies that are the subjects of ongoing phase IV clinical trials.

Standard medical practice means the services or supplies that are in general use in the medical community in the United States and:

- have been demonstrated in standard medical textbooks published in the United States and/or peer-reviewed literature to have scientifically established medical value for curing or alleviating the condition being treated;
- are appropriate for the hospital or other facility provider in which they were performed; and
- the physician or other professional provider has had the appropriate training and experience to provide the treatment or procedure.

Food or Lodging Expenses — This Policy does not cover food or lodging expenses, except for those that are eligible under the “Transplant Services” provision in *Section 3* or prior-approved as a covered special medical food for a member with a genetic inborn error of metabolism (see “Prescription Drugs and Other Items” in *Section 3*).

Genetic Testing or Counseling — This Policy does not cover genetic counseling or testing, unless the testing has received **prior approval** from the Administrator. (Services must be sought due to a family history of a sex-linked genetic disorder or to diagnose a possible congenital defect caused by a present, external factor that increases risk, such as advanced maternal age or alcohol abuse.) **This Policy does not cover** tests such as amniocentesis or ultrasound to determine the sex of an unborn child.

Hair Loss Treatments — This Policy does not cover wigs, artificial hairpieces, hair transplants or implants, or medication used to promote hair growth or control hair loss, even if there is a medical reason for hair loss.

Hearing Exams, Procedures, or Aids — This Policy does not cover audiometric (hearing) tests unless 1) required for the diagnosis and/or treatment of an accidental injury or an illness, 2) for prescribing an appropriate hearing aid for a known hearing loss, or 3) covered as a preventive *screening* service for children through age 17 as described under “Preventive Services” in *Section 3*. (A screening does *not* include a hearing test to determine the amount and kind of correction needed.) For hearing aid benefits and exclusions, including cochlear

implantation of a hearing device, see “Equipment, Orthotics, Appliances, Supplies, and Prosthetics.”

Hypnotherapy — **This Policy does not cover** hypnosis or services related to hypnosis, whether for medical or anesthetic purposes.

Infertility Services/Artificial Conception — **This Policy does not cover** artificial conception, infertility testing, treatments, or related services. **This Policy does not cover** reversal of a prior sterilization procedure. (Certain treatments of medical conditions that sometimes result in restored fertility may be covered; see “Family Planning/Infertility Services” in *Section 3*.)



Late Claims Filing — **This Policy does not cover** services of a nonparticipating provider if the claim for such services is received by the Administrator more than **18 months** after the date of service. (Participating providers will file claims for you.) See “Filing Claims” in *Section 6* for details.

Learning Deficiencies/Behavioral Problems — **This Policy does not cover** special education, counseling, therapy, nonmedical care, or any other service for learning deficiencies or disabilities or for chronic behavioral problems, whether or not associated with childhood autism, retardation, hyperkinetic syndromes (abnormally increase muscle movement), or attention deficit disorders.

Maintenance Therapy — **This Policy does not cover** maintenance therapy or care or any treatment that does not significantly improve your function or productivity, or care provided after you have reached your rehabilitative potential (unless therapy is covered during an approved hospice benefit period). In a dispute about whether your rehabilitative potential has been reached, you are responsible for furnishing documentation from your physician supporting his/her opinion.



Maternity Services, Routine — Unless you purchased the **optional** routine *Maternity Services: OPTIONAL COVERAGE* described in *Section 4*, **this Policy does not cover** routine maternity services or elective abortions. If you did **not** purchase the optional coverage for routine maternity care, you are covered only for complications of pregnancy. If you purchased the optional coverage, **this Policy does not cover** routine maternity care or elective abortions for pregnancies conceived before such optional coverage became effective – unless you had prior creditable coverage or are HIPAA-eligible as described in *Section 4*. (HIPAA-eligibles are not subject to any pre-existing condition exclusion, regardless of when the medical condition occurred.) **Note:** Refer to the “Checklist” included with your application to determine if you are HIPAA-eligible.

Medically Unnecessary Services — **This Policy does not cover** services that are not medically necessary unless such services are specifically listed as covered (e.g., see “Preventive Services” in *Section 3*).

The Administrator determines whether a service or supply is medically necessary and whether it is covered. Because a provider prescribes, orders, recommends, or approves a service or supply does *not* make it medically necessary or make it a covered service, even if it is not specifically listed as an exclusion. (The Administrator determines medical necessity. To request a reconsideration of a decision, see *Section 7*.)

No Legal Payment Obligation — This Policy does not cover services for which you have no legal obligation to pay or that are free, including:

- charges made only because benefits are available under this Policy
- services for which you have received a professional or courtesy discount
- volunteer services
- services provided by you for yourself or a covered family member, by a person ordinarily residing in your household, or by a family member
- physician charges exceeding the amount specified by CMS when primary benefits are payable under Medicare

Noncovered Providers of Service — This Policy does not cover services prescribed or administered by a:

- member of your immediate family or a person normally residing in your home
- physician, other person, supplier, or facility (including staff members) that are not specifically listed as covered in this Policy, such as a:
 - health spa or health fitness center (whether or not services are provided by a licensed or registered provider)
 - school infirmary
 - halfway house or residential treatment center
 - massage therapist
 - private sanitarium
 - extended care facility or similar institution
 - dental or medical department sponsored by or for an employer, mutual benefit association, labor union, trustee, or any similar person or group
 - pain clinic or any provider primarily in the practice of pain management or treatment

Nonmedical Expenses — This Policy does not cover nonmedical expenses (even if medically recommended and regardless of therapeutic value), including costs for services or items such as, but not limited to:

- adoption or surrogate expenses
- educational programs such as behavior modification and arthritis classes (Some diabetic services and other educational programs may be covered; see “Preventive Services” and “Diabetic Services” in *Section 3* for details.)
- vocational or training services and supplies
- mailing, shipping, handling, or delivery
- missed appointments; “get-acquainted” visits without physical assessment or medical care; telephone consultations; provision of medical information to perform admission review or other prior approvals; filling out of claim forms; copies of medical records; interest expenses
- modifications to home, vehicle, or workplace to accommodate medical conditions; voice synthesizers; other communication devices
- membership at spas, health clubs, or other such facilities
- personal convenience items such as air conditioners, humidifiers, or exercise equipment, or personal services such as haircuts, shampoos, guest meals, and television rentals
- personal comfort services, including homemaker and housekeeping services, except in association with respite care covered during a hospice admission
- immunizations or medications required for international travel
- moving expenses or other personal expenses (e.g., laundry or dry cleaning expenses; phone calls; day care expenses; taxicab or bus fare; vehicle rental expenses; parking expenses; personal convenience items)

- physicals or screening exams and immunizations given primarily for insurance, licensing, employment, camp, weight reduction programs, medical research programs, sports, or for any nonpreventive purpose
- hepatitis B immunizations when required due to possible exposure during the member's work
- court- or police-ordered services unless the services would otherwise be covered or services rendered as a condition of parole or probation
- the cost of any damages to a treatment facility that are caused by the member

Nonprescription Drugs — **This Policy does not cover** outpatient nonprescription or over-the-counter drugs, ointments, medications, or creams (unless specifically listed as covered in *Section 3*) including herbal or homeopathic preparations, or prescription drugs that have over-the-counter equivalents. (Equivalents have the same strength and cause similar action on bodily tissues.)

Nutritional Supplements — **This Policy does not cover** vitamins, dietary/nutritional supplements, special foods, formulas, mother's milk, or diets, unless 1) a prescription is required for the product; or 2) it meets the definition of special medical foods (as defined) that are used to treat and to compensate for the metabolic abnormality of members with genetic inborn errors of metabolism (as defined) in order to maintain their adequate nutritional status.

Obesity Treatment — **This Policy does not cover** dietary or medical (non-surgical) treatment of obesity under any circumstance. The surgical treatment of morbid obesity is covered only if prior-approved by the Administrator.

Post-Termination Services — **This Policy does not cover** any service, item, or drug received after your Pool coverage is terminated, even if: 1) admission review or prior approval for such service, item, or drug was received from the Administrator, or 2) the service, item, or drug was needed because of an accident, illness, or other event that occurred while you were covered.

Pre-Existing Conditions — For a member who is subject to this provision, **this Policy does not cover** any pre-existing conditions for up to **six months** following his/her initial effective date of coverage. (HIPAA-eligible members are not subject to any pre-existing conditions exclusion, regardless of when the illness or injury occurred.) See "Pre-Existing Conditions Limitation" in *Section 8*. Complications of pregnancy are **not** considered pre-existing conditions under this Policy. However, if you selected the **optional** coverage for routine maternity services, **this Policy does not cover** routine maternity care or elective abortions for pregnancies conceived before the optional coverage became effective unless you had prior creditable coverage or are HIPAA-eligible as described in *Section 4*.

Prior Approval Not Obtained When Required — **This Policy does not cover** certain services if you do not obtain prior approval from the Administrator before those services are received. See "Admission Review and Other Prior Approvals" in *Section 2*.

Private Duty Nursing Services — **This Policy does not cover** private duty nursing services.

Sex-Change Operations and Services — **This Policy does not cover** services related to sex-change operations, reversals of such procedures, or complications arising from transsexual surgery.

Therapy and Counseling Services — **This Policy does not cover** therapies and counseling programs except as listed in *Section 3*. See *Section 3* for additional exclusions. **This Policy does not cover** services such as, but not limited to:

- recreational, sleep, crystal, primal scream, sex, and Z therapies
- self-help, stress management, codependency, and weight-loss programs
- massage therapy or rolfing
- transactional analysis, encounter groups, and transcendental meditation (TM); moxibustion; sensitivity or assertiveness training
- vision therapy; orthoptics
- pastoral, spiritual, religious, marital, or bereavement counseling
- therapy for chronic conditions such as, but not limited to, cerebral palsy or developmental delay
- psychoanalysis or psychotherapy that you may use as credit toward earning a degree or furthering your education

Thermography — **This Policy does not cover** thermography.

Transplant Services — In addition to services excluded by the other general limitations and exclusions listed throughout this *Section 5*, please see “Transplant Services” in *Section 3* for specific transplant services that are covered and related limitations and exclusions. **This Policy does not cover** any other transplants (or organ-combination transplants) or services related to any other transplants.

Travel and Other Transportation — **This Policy does not cover** therapeutic travel recommended for mental or physical health reasons or any travel expenses, even if travel is necessary to receive covered services unless such services are eligible for coverage under “Transplant Services” or “Ambulance Services” in *Section 3*.

Veteran’s Administration Facility — **This Policy does not cover** services or supplies furnished by a Veterans Administration facility for a service-connected disability or while a member is in active military service.

Vision Services — **This Policy does not cover** any services related to refractive keratoplasty (surgery to correct nearsightedness) or any complication related to keratoplasty, including radial keratotomy or any procedure designed to correct visual refractive defect (e.g., farsightedness or astigmatism). **This Policy does not cover** eyeglasses, contact lenses, prescriptions associated with such procedures, and costs related to the prescribing or fitting of glasses or lenses, unless listed as covered under “Equipment, Orthotics, Appliances, Supplies, and Prosthetics” in *Section 3*. **This Policy does not cover** sunglasses, special tints, or other extra features for eyeglasses or contact lenses.

War-Related Conditions — **This Policy does not cover** any service required as the result of any act of war or related to an illness or accidental injury sustained during combat or active military service.

Weight Management — This Policy does not cover weight-loss or other weight-management programs, dietary control, or medical obesity treatment, except for the surgical treatment of morbid obesity that has been **prior-approved** by the Administrator.

Work-Related Conditions — This Policy does not cover services resulting from work-related illness or injury, or charges resulting from occupational accidents or sickness covered under:

- occupational disease laws
- employer's liability
- municipal, state, or federal law (except Medicaid)
- Workers' Compensation Act

To recover benefits for a work-related illness or injury, you must pursue your rights under the Workers' Compensation Act or any of the above provisions that apply, including filing an appeal. (The Pool may pay claims during the appeal process on the condition that you sign a reimbursement agreement.)

This Policy does not cover a work-related illness or injury, **even if:**

- You fail to file a claim within the filing period allowed by the applicable law.
- You obtain care not authorized by Workers' Compensation insurance.
- Your employer fails to carry the required Workers' Compensation insurance. (The employer may be liable for an employee's work-related illness or injury expenses.)
- You fail to comply with any other provisions of the law.

Note: This "Work-Related Conditions" exclusion does not apply to an executive employee or sole proprietor of a professional or business corporation who has affirmatively elected not to accept the provisions of the New Mexico Workers' Compensation Act. You must provide documentation showing that you have waived Workers' Compensation and are eligible for the waiver. (The Workers' Compensation Act may also not apply if an employer has a very small number of employees or employs certain types of laborers excluded from the Act.)