

## **EXCLUSIONS AND LIMITATIONS**

### **[Preface]**

[Health and Safety Code section 1352.1(c)<sup>1</sup> provides a plan shall utilize the standard templates developed by the Department of Managed Health Care (DMHC) pursuant to Section 1363 for any Evidence of Coverage or Disclosure Form (EOC/DF). Section 1363(a)(2) provides the DMHC shall develop templates for the EOC/DF.

As part of the DMHC's effort to develop a standardized EOC/DF, the DMHC has developed template Exclusions and Limitations for use in large group health care service plan contracts, excluding a specialized health care service plan contract, issued, amended, or renewed on or after January 1, 2026. A large group health care service plan contract means a group health care service plan contract other than a contract issued to a "small employer," as defined in Sections 1357, 1357.500, and 1357.600.]

### **[Instructions]**

- [Plans do not need to include all the exclusions and limitations listed below. Plans are only permitted to modify the template exclusionary and limiting language, as appropriate, in order to provide additional coverage, subject to the DMHC's review and approval.]
- [Plans are responsible for providing supplemental information where indicated.
  - Regarding references to the plan or product names, plans must include the plan's name or product name where indicated.
  - Regarding the usage of defined terms, plans are required to utilize the DMHC-defined terms in the Definitions section throughout the EOC/DF. If plans currently use a similar, non-identical term to one that is defined by the DMHC in the Definitions section, plans must replace that term consistently throughout the plan's EOC/DF with the DMHC-defined term.]
- [Plans must include references to other sections of their EOC/DF, as appropriate, consistent with the plan's product and table of contents, where indicated, by the phrase "except [as described in this EOC in [SECTION XX]]."]
- [Plans must ensure the formatting of the template language is consistent with the other sections of their EOC/DF.]

The ["Plan" or Product Name] does not cover the services or supplies listed below that are excluded from coverage or exceed limitations as described in this Evidence of Coverage (EOC).

These exclusions and limitations do not apply to Medically Necessary basic health care services required to be covered under California or federal law, including but not limited

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<sup>1</sup> California Health and Safety Code sections 1340 *et seq.* (Act). References herein to "Section" are to sections of the Act, unless specifically indicated. References to "Rule" refer to the California Code of Regulations, title 28.

to Medically Necessary Treatment of a Mental Health or Substance Use Disorder, as well as preventive services required to be covered under California or federal law.

These exclusions and limitations do not apply when covered by the [\["Plan" or Product Name\]](#) or required by law.

### **1. Acupuncture Services**

This [\["Plan" or Product Name\]](#) does not cover acupuncture services, except [\[as described in this EOC in \[SECTION XX\] or\]](#) as required by law.

### **2. Chiropractic Services**

This [\["Plan" or Product Name\]](#) does not cover chiropractic services, except [\[as described in this EOC in \[SECTION XX\] or\]](#) as required by law.

### **3. Clinical Trials**

This [\["Plan" or Product Name\]](#) does not cover clinical trials, except Approved Clinical Trials as described in this EOC in [\[SECTION XX\]](#) or as required by law.

Coverage of Approved Clinical Trials does not include the following:

- The investigational drug, item, or service itself.
- Drugs, items, devices, and services provided solely to satisfy data collection and analysis needs that are not used in the direct clinical management of the Member.
- Drugs, items, devices, and services specifically excluded from coverage in this EOC, except for drugs, items, devices, and services required to be covered pursuant to state and federal law.
- Drugs, items, devices, and services customarily provided free of charge to a clinical trial participant by the research sponsor.

This exclusion does not limit, prohibit, or modify a Member's rights to the Experimental Services or Investigational Services independent review process as described in this EOC in [\[SECTION XX\]](#), or to the Independent Medical Review (IMR) from the Department of Managed Health Care (DMHC) as described in this EOC in [\[SECTION XX\]](#).

### **4. Cosmetic Services, Supplies, or Surgeries**

This [\["Plan" or Product Name\]](#) does not cover cosmetic services, supplies, or surgeries that slow down or reverse the effects of aging, or alter or reshape normal structures of the body in order to improve appearance rather than function except as described in this EOC in [\[SECTION XX\]](#), or as required by law. The [\["Plan" or Product Name\]](#) does not cover any services, supplies, or surgeries for the promotion, prevention, or other

treatment of hair loss or hair growth except as described in this EOC in [\[SECTION XX\]](#), or as required by law.

This exclusion does not apply to the following:

- Medically Necessary treatment of complications resulting from cosmetic surgery, such as infections or hemorrhages.
- Reconstructive surgery as described in this EOC in [\[SECTION XX\]](#).
- For gender dysphoria, reconstructive surgery of primary and secondary sex characteristics to improve function, or create a normal appearance to the extent possible, for the gender with which a Member identifies, in accordance with the standard of care as practiced by physicians specializing in reconstructive surgery who are competent to evaluate the specific clinical issues involved in the care requested as described in this EOC in [\[SECTION XX\]](#).

## **5. Custodial or Domiciliary Care**

This [\[“Plan” or Product Name\]](#) does not cover custodial care, which involves assistance with activities of daily living, including but not limited to, help in walking, getting in and out of bed, bathing, dressing, preparation and feeding of special diets, and supervision of medications that are ordinarily self-administered, except as described in this EOC in [\[SECTION XX\]](#) or as required by law.

This exclusion does not apply to the following:

- Assistance with activities of daily living that requires the regular services of or is regularly provided by trained medical or health professionals.
- Assistance with activities of daily living that is provided as part of covered hospice, skilled nursing facility, or inpatient hospital care.
- Custodial care provided in a healthcare facility.

## **6. Dental Services**

This [\[“Plan” or Product Name\]](#) does not cover dental services or supplies, except [\[as described in this EOC in \[SECTION XX\] or\]](#) as required by law.

## **7. Dietary or Nutritional Supplements**

This [\[“Plan” or Product Name\]](#) does not cover dietary or nutritional supplements, except as described in this EOC in [\[SECTION XX\]](#) or as required by law.

## **8. Disposable Supplies for Home Use**

This [\[“Plan” or Product Name\]](#) does not cover disposable supplies for home use, such as bandages, gauze, tape, antiseptics, dressings, diapers, and incontinence supplies, except as described in this EOC in [\[SECTION XX\]](#) or as required by law.

## 9. Experimental Services or Investigational Services

This ["Plan" or Product Name] does not cover Experimental Services or Investigational Services, except as described in this EOC in [SECTION XX] or as required by law.

Experimental Services means drugs, equipment, procedures or services that are in a testing phase undergoing laboratory and/or animal studies prior to testing in humans. Experimental Services are not undergoing a clinical investigation.

Investigational Services means those drugs, equipment, procedures or services for which laboratory and/or animal studies have been completed and for which human studies are in progress but:

- (1) Testing is not complete; and
- (2) The efficacy and safety of such services in human subjects are not yet established; and
- (3) The service is not in wide usage.

The determination that a service is an Experimental Service or Investigational Service is based on:

- (1) Reference to relevant federal regulations, such as those contained in Title 42, Code of Federal Regulations, Chapter IV (Health Care Financing Administration) and Title 21, Code of Federal Regulations, Chapter I (Food and Drug Administration);
- (2) Consultation with provider organizations, academic and professional specialists pertinent to the specific service;
- (3) Reference to current medical literature.

However, if the Plan denies or delays coverage for your requested service on the basis that it is an Experimental Service or Investigational Service and you meet all the qualifications set out below, the Plan must provide an external, independent review.

### Qualifications

1. You must have a Life-Threatening or Seriously Debilitating condition.
2. Your Health Care Provider must certify to the Plan that you have a Life-Threatening or Seriously Debilitating condition for which standard therapies have not been effective in improving your condition, or are otherwise medically inappropriate, or there is no more beneficial standard therapy covered by the Plan.
3. Either (a) your Health Care Provider, who has a contract with or is employed by the Plan, has recommended a drug, device, procedure, or other therapy that the Health Care Provider certifies in writing is likely to be more beneficial to you than any available standard therapies, or (b) you or your Health Care Provider, who is a licensed, board-certified, or board-eligible physician qualified to practice in the area of practice appropriate to treat your condition, has requested a therapy that,

based on two documents from acceptable medical and scientific evidence, is likely to be more beneficial for you than any available standard therapy.

4. You have been denied coverage by the Plan for the recommended or requested service.
5. If not for the Plan's determination that the recommended or requested service is an Experimental Service or Investigational Service, it would be covered.

### **External, Independent Review Process**

If the Plan denies coverage of the recommended or requested therapy and you meet all of the qualifications, the Plan will notify you within five business days of its decision and your opportunity to request external review of the Plan's decision. If your Health Care Provider determines that the proposed service would be significantly less effective if not promptly initiated, you may request expedited review and the experts on the external review panel will render a decision within seven days of your request. If the external review panel recommends that the Plan cover the recommended or requested service, coverage for the services will be subject to the terms and conditions generally applicable to other benefits to which you are entitled.

### **DMHC's Independent Medical Review (IMR)**

This exclusion does not limit, prohibit, or modify a Member's rights to an IMR from the DMHC as described in this EOC in [\[SECTION XX\]](#). In certain circumstances, you do not have to participate in the Plan's grievance or appeals process before requesting an IMR of denials for Experimental Services or Investigational Services. In such cases you may immediately contact the DMHC to request an IMR of this denial. [\[See SECTION XX.\]](#)

### **10. Vision Care**

This [\["Plan" or Product Name\]](#) does not cover vision services, except [\[as described in this EOC in \[SECTION XX\] or\]](#) as required by law.

### **11. Hearing Aids**

This [\["Plan" or Product Name\]](#) does not cover hearing aids, except [\[as described in this EOC in \[SECTION XX\] or\]](#) as required by law.

### **12. Immunizations**

This [\["Plan" or Product Name\]](#) does not cover non-Medically Necessary or non-preventive immunizations solely for foreign travel or occupational purposes, except [\[as described in this EOC in \[SECTION XX\] or\]](#) as required by law.

### **13. Non-licensed or Non-certified Providers**

This [\["Plan" or Product Name\]](#) does not cover treatments or services rendered by a non-licensed or non-certified Health Care Provider, except [\[as described in this EOC in \[SECTION XX\] or\]](#) as required by law.

This exclusion does not apply to Medically Necessary Treatment of a Mental Health or Substance Use Disorder furnished or delivered by, or under the direction of, a Health Care Provider acting within the scope of practice of the provider's license or certification under applicable state law.

#### **14. Prescription Drugs / Outpatient Prescription Drugs**

The ["Plan" or Product Name] does not cover the following Prescription Drugs, except [as described in this EOC in [SECTION XX] or] as required by law:

- When prescribed for cosmetic services. For purposes of this exclusion, cosmetic means drugs solely prescribed for the purpose of altering or affecting normal structure of the body to improve appearance rather than function.
- When prescribed solely for the treatment of hair loss, sexual dysfunction, athletic performance, cosmetic purposes, anti-aging for cosmetic purposes, and mental performance. The exclusion does not apply to drugs for mental performance when they are Medically Necessary to treat diagnosed mental illness or medical conditions affecting memory, including, but not limited to, treatment of the conditions or symptoms of dementia or Alzheimer's disease.
- When prescribed solely for the purpose of losing weight, except when Medically Necessary for the treatment of [Class III or severe] obesity. Enrollment in a comprehensive weight loss program, if covered by the Plan, may be required for a reasonable period of time prior to or concurrent with receiving the Prescription Drug.
- When prescribed solely for the purpose of shortening the duration of the common cold.
- Prescription Drugs available over the counter or for which there is an over-the-counter equivalent (the same active ingredient, strength, and dosage form as the Prescription Drug). This exclusion does not apply to:
  - Insulin,
  - Over-the-counter drugs as covered under preventive services, e.g., over-the-counter FDA-approved contraceptive drugs),
  - Over-the-counter drugs for reversal of an opioid overdose, or
  - An entire class of Prescription Drugs when one drug within that class becomes available over the counter.
- Replacement of lost or stolen drugs.
- Drugs when prescribed by non-contracting providers for non-covered procedures and which are not authorized by a plan or a plan provider, except when coverage is otherwise required in the context of Emergency Services and Care.

#### **15. Private Duty Nursing**

This ["Plan" or Product Name] does not cover private duty nursing in the home, hospital, or long-term care facility, except [as described in this EOC in [SECTION XX] or] as required by law.

## 16. Personal or Comfort Items

This ["Plan" or Product Name] does not cover personal or comfort items, such as internet, telephones, personal hygiene items, food delivery services, or services to help with personal care, except as required by law.

## 17. Reversal of Voluntary Sterilization

This ["Plan" or Product Name] does not cover reversal of voluntary sterilization, except for Medically Necessary treatment of medical complications, except [as described in this EOC in [SECTION XX] or] as required by law.

## 18. Surrogate Pregnancy

This ["Plan" or Product Name] does not cover testing, services, or supplies for a person who is not covered under this ["Plan" or Product Name] for a surrogate pregnancy, except [as described in this EOC in [SECTION XX] or] as required by law.

## 19. Therapies

This ["Plan" or Product Name] does not cover the following physical and occupational therapies, except as described in this EOC in [SECTION XX] or as required by law:

- Massage therapy, unless it is a component of a treatment plan;
- Training or therapy for the treatment of learning disabilities or behavioral problems;
- Social skills training or therapy; and
- Vocational, educational, recreational, art, dance, music, or reading therapy.

## 20. Routine Physical Examination

The ["Plan" or Product Name] does not cover physical examinations for the sole purpose of travel, insurance, licensing, employment, school, camp, court-ordered examinations, pre-participation examination for athletic programs, or other non-preventive purpose, except [as described under this EOC in [SECTION XX] or] as required by law.

## 21. Travel and Lodging

This ["Plan" or Product Name] does not cover transportation, mileage, lodging, meals, and other Member-related travel costs, except for licensed ambulance or psychiatric transport as described in this EOC in [SECTION XX], [as otherwise described in this EOC in [SECTION XX],] or as required by law.

## **22. Weight Control Programs and Exercise Programs**

This ["Plan" or Product Name] does not cover weight control programs and exercise programs, except [as described in this EOC in [SECTION XX] or] as required by law.