# In-Vitro Fertilization And Insurance

*Robert S. Long, M.D.*
*Associate Medical Director*
*Mutual of Omaha Insurance Company*
*Mutual of Omaha Plaza, Omaha, Nebraska 68175*

In-vitro fertilization means fertilization of an ovum by a sperm cell occurring in a test tube or outside the human body. When fertilization occurs inside the human body by any means it is referred to as fertilization in vivo.

The first baby conceived by means of in-vitro fertilization (IVF) and embryo transfer (ET) was delivered in England on July 25, 1978. This birth was a culmination of more than a decade of work by Edwards and Steptoe.

Centers specializing in IVF have now opened their doors in many parts of the world. Physicians at Eastern Virginia Medical School were the first to offer IVF in the United States, and the first successful birth occurred in December of 1981. At the present time, there are more than 50 institutions offering IVF in the United States and over 300 pregnancies have been reported throughout the world.

The indications for IVF are:

1. Damaged or absent fallopian tubes.
2. Oligospermia or aspermia.
3. Sperm antibodies.
4. Failed conservative surgery for endometriosis.
5. Unexplained infertility.

The steps involved in IVF are:

1. Patient selection.
2. Preliminary investigations.
3. Follicular stimulation and monitoring.
4. Laparoscopic retrieval of oocytes.
5. In-vitro fertilization.
6. Embryo transfer.
7. Confirmation of pregnancy.

Most centers stimulate follicular development with either Clomid or Pergonal, each of which increases the development of several follicles, thus increasing the probability of obtaining more than one ovum or oocyte at the time of laparoscopy.

Reports of pregnancy rates are quite variable and range from 10% to 23%. The average is about 20%.
Charges reported from the Eastern Virginia Medical School in Norfolk in early 1985 were $1,650 for the preliminary screening and $3,600 for the actual procedure. Charges reported from other centers are similar and usually are in the neighborhood of $5,000, with about half of it for hospital expenses, 25% for laboratory tests and medication and 25% for professional fees.

Persons who have Individual or Group Major Medical coverage without any special riders or restrictions would, of course, be provided benefits for medical expenses incurred in the treatment of any of the diseases or disorders of the generative organs or of the endocrine system elsewhere in the body as it may affect the generative organs. This would include a search for possible organic causes of infertility. If organic disease is found, then treatment for such disease would be considered to be covered in most Group Major Medical policies. The provisions of Group Major Medical policies are tailored to each individual group and the benefits bear, of course, a fairly direct relationship to the premium. There is also some variation in Individual Major Medical policies.

Some policies have a specific exclusion which may read: "any expense or charge for the treatment of infertility (or the promotion of fertility) including, but not limited to: (1) fertility tests, (2) reversal of surgical sterilization, (3) direct attempts to cause pregnancy by hormone therapy, artificial insemination or in-vitro fertilization and embryo transfer."

The exclusion in some policies does not include fertility testing which remains a benefit even though (2) and (3) above are not covered.

Even in the absence of specific exclusionary language, we believe that the "medically necessary" term in the insuring clause would preclude providing benefits for IVF.

If no organic cause can be found for the infertility, then we have the question to answer as to whether this infertility is a disease or disorder or not. Almost all medical expense insurance policies provide benefits for the necessary diagnosis and treatment of disease or injury. Almost none of them are intended to provide benefits for purely elective procedures unrelated to disease, injury or general health.

Infertility is hard to define and not infrequently comes and goes without a good scientific explanation. For example, assuming the male is fertile, the woman may not conceive in 10 or more years of exposure then become pregnant. After apparent infertility, she may become pregnant after adopting a child. She may become pregnant when her husband returns after 2 or 3 years' absence (as in WWII). She may become pregnant by a second husband who is not measurably more fertile than the first. Fertility does not appear to be related to disease or injury in most instances. When it is, as in obstructed fallopian tubes, the creation of a pregnancy is not treating the *cause*. Plastic procedures are performed on the tubes in order to permit a pregnancy, not to influence the woman's health. The pregnancy then can occur only because of an elective voluntary desire on the part of the woman.

If insurance were to be provided, several qualifications would be necessary. First would be how many trials at about $5,000 each would be covered. Remember, the success rate is at best around 20%, so we would have to be prepared for 5 trials on the average. The contract would have to specify whether the various tests, egg retrieval and implantation of fertilized ovum would be provided only for the insured or whether obtaining the egg from a different woman would be covered. Would expense for sperm from a donor be covered?

Some have stated that if a woman wishes to become pregnant, in or out of wedlock, that is the choice that she makes freely and knows or should know in advance what it is going to cost in terms of risk, money and time and knows or should know that if the pregnancy is successful, there will be a child who will have to be fed, clothed, raised and educated. Certainly all that expense is very much greater than the expense of IVF. Perhaps, according to some, pregnancy should not be considered or intentional act on the part of a man and woman, whether in vivo by the usual means that has been going on for thousands of years or whether it occurs in the test tube. Forcible rape, of course, is an exception which will have to be handled in a consideration of legal as well as medical terms. Sometimes some people consider pregnancy to be an accident.

Experience has provided sufficient information to calculate a premium and benefit for the medical expenses related to the usual pregnancy, including complications. An additional premium for IVF and related expense could be calculated for a described benefit if a market develops.

### Conclusions

In consideration of the foregoing discussion, the following conclusions appear to be valid:

1. Infertility, as applied to women, is not a diagnosis. It is a descriptive term for one aspect of a woman's physiologic homeostasis or abilities. It may be related to age, prepuberty or postmenopausal. It may be due to any of a great variety of diseases, congenital or acquired. It may exist in a woman who is perfectly normal by every measurement known to science.

2. Infertility is not, therefore, a disease in and of itself. Neither is it an accident in the commonly accepted definition of that term.

3. If intertility is due to a demonstrable disease, then successful treatment of that disease would appear to correct or reverse the infertile state.

4. If the treatment of the demonstrated disease is undertaken only because of its significant symptoms and disability, then a subsequent pregnancy could be considered incidental. In this situation, usual insurance claims practices would apply.

5. If the treatment, however, is undertaken only to attempt to bring about a pregnancy and the underlying disease, disorder or abnormality is not disabling or symptomatic and its correction was not medically required in order to improve the individual's health or relieve disabling symptoms, then such treatment would be purely voluntary and elective and would fail the test "necessary medical (or surgical) treatment for disease or injury." It would, therefore, not qualify for benefits under any insurance contract containing this or similar terminology.

6. IVF is not a treatment for infertility. It is a means to provide a fertilized ovum (embryo) to a woman. It does nothing whatever about her "infertility," whatever its cause may be. Indeed, the embryo may be implanted successfully in a woman who has not provided the egg cell and the sperm cell may come from a known or an unknown donor to a sperm bank.

7. If IVF is successful using the potential mother's own egg cell and her uterus for implantation, regardless of the origin of the sperm, this would indicate that she was not infertile and that the previous lack of a pregnancy was due to other factors. The IVF and implantation procedure would still not be a treatment for the prior "apparent" infertility.

8. IVF is not in itself insurable or covered under presently existing medical expense insurance contracts which contain the "medically necessary" language.

9. There are other legal, moral, philosophical, social, religious and economic factors to be considered, many of them quite controversial.

We know of only one state, Maryland, which has a statute mandating coverage for in-vitro fertilization expenses in all policies which provide pregnancy-related benefits. It became effective July 1, 1985. There are various qualifications, such as the patient's oocytes are fertilized with her spouse's sperm, the infertility has lasted at least 5 years, it is associated with endometriosis or exposure in utero to diethylstilbesterol, or blockage of or surgical removal of one or both fallopian tubes and other less significant requirements.

Recent improvements in obtaining, storing and handling eggs, sperm and embryos may increase the demand for more IVF services and for more insurance coverage.