

# ***Table of Contents***

---

## **18.01.73 - Rule To Implement The Individual Health Insurance Availability Act Plan Design**

000. Legal Authority. ....	2
001. Title And Scope. ....	2
002. Written Interpretations. ....	2
003. Administrative Appeals. ....	2
004. Definitions. ....	2
005. -- 009. (Reserved). ....	3
010. Coordination Of Benefits. ....	4
011. Limitations And Exclusions. ....	4
012. -- 999. (Reserved). ....	6

**IDAPA 18  
TITLE 01  
Chapter 73**

**18.01.73 - RULE TO IMPLEMENT THE INDIVIDUAL HEALTH  
INSURANCE AVAILABILITY ACT PLAN DESIGN**

**000. LEGAL AUTHORITY.**

This rule is promulgated and adopted pursuant to the authority vested in the Director under Chapters 2, 47 and 52, Title 41, Idaho Code. (6-30-95)

**001. TITLE AND SCOPE.**

**01. Title.** This rule shall be cited in full as Idaho Department of Insurance Rules, IDAPA 18.01.73, "Rule to Implement the Individual Health Insurance Availability Act Plan Design". (6-30-95)

**02. Scope.** The Act and this Rule are intended to promote broader spreading of risk in the individual marketplace. The Act and Rule are intended to regulate all health benefit plans sold to eligible individuals. Carriers that provide health benefit plans to eligible individuals are intended to be subject to all of the provisions of the Act and this Rule. (6-30-95)

**002. WRITTEN INTERPRETATIONS.**

In accordance with section 67-5201(19)(b)(iv), Idaho Code, this agency may have written statements which pertain to the interpretation of the rules of the chapter, or to the documentation of compliance with the rules of this chapter. These documents will be available for public inspection and copying at cost in the main office and each regional or district office of this agency. (7-1-98)

**003. ADMINISTRATIVE APPEALS.**

All contested cases shall be governed by the provisions of IDAPA 04.11.01, "Idaho Rules of Administrative Procedure of the Office of the Attorney General". (6-30-95)

**004. DEFINITIONS.**

For the purposes of this Rule, the following terms will be used as defined below: (6-30-95)

**01. Benefit Percentage.** Benefit percentage is the percentage of the cost of a health care service paid by the insurer under a health insurance plan, as defined in the Schedule of Benefits. (6-30-95)

**02. Calendar Year.** Calendar year is a period of one (1) year which starts on January 1st and ends on December 31st. (6-30-95)

**03. Coinsurance.** Coinsurance is a percentage of the cost of a health care service, paid by the patient under a health insurance plan, as defined in the schedule of benefits. (6-30-95)

**04. Copayment.** Copayment is a specified charge that must be paid each time care is received of a particular type or in a designated setting. The instances in which a copayment will be required are specified in the schedule of benefits. The Copayments must be paid before any other payment will be made under the policy. The copayment will not count toward any deductible required under the policy. (6-30-95)

**05. Out-Of-Pocket Expense.** Out-of-pocket expense is the medical expense that an insured must pay, which includes deductibles and coinsurance but not copayment, as defined in the schedule of benefits. (6-30-95)

**06. Pre-Existing Condition.** Pre-existing condition is defined in Section 41-5208(3), Idaho Code. (6-30-95)

**07. Physician.** Physician means any of the following licensees duly licensed by the state of Idaho to practice in any of the following categories of health care professions; (6-30-95)

a. Chiropractor; (6-30-95)

- b. Dentist; (6-30-95)
- c. Optometrist; (6-30-95)
- d. Pharmacist; (6-30-95)
- e. Physician and surgeon, of either medicine and surgery or of osteopathic medicine and surgery; (6-30-95)
- f. Podiatrist; and (6-30-95)
- g. Any other licensed practitioner who is acting within the scope of that license and who performs a service which is payable under the policy when performed by any of the above health care practitioners. (6-30-95)
- h. A physician does not include a person who lives with the insured or is part of the insured's family (insured, insured's spouse, or a child, brother, sister, or parent of insured or insured's spouse). (6-30-95)

**08. Expense.** Expense means the expense incurred for a covered service or supply. A physician or other licensed practitioner has to order or prescribe the service or supply. Expense is considered incurred on the date the service or supply is received. Expense does not include any charge: (6-30-95)

- a. For a service or supply which is not medically necessary; or (6-30-95)
- b. Which is in excess of reasonable and customary charge for a service or supply. (6-30-95)

**09. Medically Necessary Service Or Supply.** Medically necessary service or supply means one which is ordered by a physician and which a qualified party determines is: (6-30-95)

- a. Provided for the diagnosis or direct treatment of an injury or sickness; (6-30-95)
- b. Appropriate and consistent with the symptoms and findings of diagnosis and treatment of the insured persons injury or sickness; (6-30-95)
- c. Is not considered experimental or investigative; (6-30-95)
- d. Provided in accord with generally accepted medical practice; (6-30-95)
- e. The most appropriate supply or level of service which can be provided on a cost effective basis (including, but not limited to, in-patient vs. out-patient care, electric vs. manual wheelchair, surgical vs. medical or other types of care.) (6-30-95)
- f. The fact that the insured's physician prescribes services or supplies does not automatically mean such service or supply are medically necessary and covered by the policy. (6-30-95)

**10. Medical Emergency.** Medical emergency means a severe onset of a condition which: (6-30-95)

- a. Results in symptoms which occur suddenly and unexpectedly; and (6-30-95)
  - b. Requires immediate physician's care to prevent death or serious impairment of the insured's health; (6-30-95)
- or
- c. Poses a serious threat to the insured or to others. (6-30-95)

**005. -- 009. (RESERVED).**

**010. COORDINATION OF BENEFITS.**

Coordination of Benefits shall be utilized on the Individual basic, standard, and catastrophic plans based upon the current NAIC birthday rule so long as such Coordination of Benefits would not be in conflict with Chapter 22, Title 41, Idaho Code. This provision will expire upon final adoption of the NAIC Coordination of Benefits model rule or upon order of the Director. (7-1-98)

**011. LIMITATIONS AND EXCLUSIONS.**

**01. Not Medically Necessary.** Any service not medically necessary or appropriate unless specifically included within the coverage provisions. (6-30-95)

**02. Custodial, Convalescent, Intermediate.** Custodial, convalescent or intermediate level care or rest cures. (6-30-95)

**03. Experimental, Investigational.** Services which are experimental or investigational. (6-30-95)

**04. Workers Compensation, Medicare Or CHAMPUS.** Services eligible for coverage by Workers' Compensation, Medicare or CHAMPUS. (6-30-95)

**05. No Charges, No Legal Obligation To Pay.** Services for which no charges are made or for which no charges would be made in the absence of insurance or for which the insured has no legal obligation to pay. (6-30-95)

**06. No Medical Diagnosis.** Services for weight control, nutrition, and smoking cessation, including self-help and training programs, as well as prescription drugs used in conjunction with such programs and services. (7-1-98)

**07. Cosmetic Surgery.** Cosmetic surgery and services, except for treatment for non-congenital injury or surgery. Mastectomy reconstruction is covered if within two (2) years of mastectomy. (6-30-95)

**08. Artificial Insemination And Infertility Treatment.** Artificial insemination and infertility treatment. Treatment of sexual dysfunction not related to organic disease. (6-30-95)

**09. Reversal Of Elective Infertility.** Services for reversal of elective, surgically or pharmaceutical induced infertility. (6-30-95)

**10. Vision Therapy.** Vision therapy, tests, glasses, contact lenses and other vision aids. Radial keratotomy, myopic keratomileusis and any surgery involving corneal tissue to alter or correct myopia, hyperopia or stigmatic error. (6-30-95)

**11. Weak, Strained, Or Flat Feet.** For treatment of weak, strained, or flat feet, including orthopedic shoes or other supportive devices, or for cutting, removal, or treatment of corns, calluses, or nails other than corrective surgery, or for metabolic or peripheral vascular disease. (6-30-95)

**12. Manipulative Therapy And Related Treatment.** Manipulative therapy and related treatment, including heat treatments and ultrasound, of the musculoskeletal structure for other than fractures and dislocations of the extremities will be subject to one thousand dollars (\$1,000) per year limit, subject to the policy deductible, co-insurance, or co-payment. (4-5-00)

**13. Dental And Orthodontic Services.** (7-1-98)

a. For Basic and Standard plans: Dental and orthodontic services, except those needed for treatment of a medical condition or injury or as specifically allowed in the policy for children under the age of twelve (12). (7-1-98)

b. For Catastrophic plans: Dental care or treatment, except for injury sustained while insured under this policy, or as a result of nondental disease covered by the policy. (7-1-98)

14. **Hearing Tests.** Hearing tests without illness being suspect. (6-30-95)
15. **Hearing Aids.** Hearing aids and supplies, tinnitus maskers, cochlear implants and exams for the prescription or fitting of hearing aids. (6-30-95)
16. **Excludes.** Speech tests and therapy. (6-30-95)
17. **Private Room.** Private room accommodation charges in excess of the institution's most common semi-private room charge except when prescribed as medically necessary. (6-30-95)
18. **Services Performed By A Member Of Family.** Services performed by a member of the insured's family or of the insured's spouse's family. Family includes parents or grandparents of the insured or spouse and any descendants of such parents or grandparents. (6-30-95)
19. **Prior To Effective Date.** Care incurred before the effective date of the person's coverage. (6-30-95)
20. **Immunizations And Medical Exams And Tests.** Immunizations and medical exams and tests of any kind not related to treatment of covered injury or disease, except as specifically stated in the policy. (6-30-95)
21. **Injury Or Sickness.** Injury or sickness caused by war or armed international conflict. (6-30-95)
22. **Sex Change Operations.** Sex change operations and treatment in connection with transsexualism. (6-30-95)
23. **Marriage and Family Counseling.** Marriage and family and child counseling except as specifically allowed in the policy. (6-30-95)
24. **Acupuncture.** (7-1-98)
- a. For Basic and standard plans: Acupuncture except when used as anesthesia during a covered surgical procedure. (7-1-98)
- b. For Catastrophic plans: Acupuncture. (7-1-98)
25. **Private Duty Nursing.** Private duty nursing except as specifically allowed in the policy. (6-30-95)
26. **Medical Services Received From Employer, Labor Union Association.** Services received from a medical or dental department maintained by or on behalf of an employer, a mutual benefit association, labor union, trust, or similar person or group. (6-30-95)
27. **Termination.** Services incurred after the date of termination of a covered person's coverage, except as allowed by extension of benefits provision in the policy, if any. (7-1-98)
28. **Personal Hygiene And Convenience Items.** Expenses for personal hygiene and convenience items such as air conditioners, humidifiers, and physical fitness equipment. (6-30-95)
29. **Failure To Keep A Scheduled Visit.** Charges for failure to keep a scheduled visit, charges for completion of any form, and charges for medical information. (6-30-95)
30. **Screening Examinations.** Charges for screening examinations except as otherwise provided in the policy. (6-30-95)
31. **Wigs Or Hair Loss.** Charges for wigs or cranial prostheses, hair analysis, hair loss and baldness. (6-30-95)

32. **Pre-Existing Conditions.** Pre-existing conditions, except as provided specifically in the policy.  
(6-30-95)
012. -- 999. **(RESERVED).**

**ATTACHMENT A  
STANDARD BENEFIT PLAN**

<b>SCHEDULE OF BENEFITS</b>	
<b>All Benefit Areas</b>	
<b>Calendar Year Benefit Maximum</b>	\$100,000
<b>Benefit Area A</b>	
<b>Preventive Services</b>	
Copayment:	
-Adults	\$15
-Children	\$0
Benefit Percentage	100%
Coinsurance Percentage	0%
Annual Benefit Maximum	\$250
<b>Benefit Areas B1, C, D, E, F,G</b>	
<b>Calendar Year Deductible</b>	
-Individual	\$1,000
-Family	\$2,000
-Maternity (additional deductible)	\$1,000
Benefit Percentage	80%
Coinsurance Percentage	20%
<b>Out-of-Pocket Expense Limit</b>	
-Individual	\$5,000
-Family	\$10,000
<b>Emergency Ambulance Service</b>	
Annual Benefit Maximum	\$750
<b>Durable Medical Equipment</b>	
Annual Benefit Maximum	\$15,000
<b>Psychiatric and Substance Abuse Services</b>	
Annual Benefit Maximum	
Maximum benefit payable during calendar year	\$5,000
<b>Benefit Area G</b>	
<b>Drugs and Pharmaceuticals</b>	
Coinsurance - for each prescription for up to a 30-day supply -(formularies permitted)	80%

**ATTACHMENT B  
BASIC BENEFIT PLAN**

<b>SCHEDULE OF BENEFITS</b>	
<b>All Benefit Areas</b>	
<b>Calendar Year Benefit Maximum</b>	\$25,000
<b>Benefit Area A</b>	
<b>Preventive Services</b>	
Copayment:	
-Adults	\$15
-Children under Age 12	\$0
Benefit Percentage	100%
Coinsurance Percentage	0%
Annual Benefit Maximum	\$250
<b>Benefit Areas B, C, D, E, F, G</b>	
<b>Calendar Year Deductible</b>	
- Individual	\$2,500
- Family	\$5,000
Benefit Percentage	50%
Coinsurance Percentage	50%
<b>Out-of-Pocket Expense Limit</b>	
- Individual	\$5,000
- Family	\$10,000
<b>Emergency Ambulance Service</b>	
Annual Benefit Maximum	\$750
<b>Durable Medical Equipment</b>	
Annual Benefit Maximum	\$15,000
<b>Psychiatric and Substance Abuse Services</b>	
Annual Benefit Maximum - Outpatient	
Maximum benefit payable during calendar year	\$2,500
<b>Benefit Area G</b>	
<b>Drugs and Pharmaceuticals</b>	
-Coinsurance - for each prescription, for up to a 30-day supply -(formularies permitted)	50%

**ATTACHMENT C**

**MANAGED CARE CATASTROPHIC PLAN DESIGN**

<b>SCHEDULE OF BENEFITS</b>	
<b>All Benefit Areas</b>	
<b>Calendar Year Benefit Maximum</b>	\$200,000
<b>Calendar Year Out-of-Pocket Expense Limits</b>	
(For Copayments and Coinsurance:)	
-per person	\$12,000
-per family	\$24,000
The per person Benefit Maximum applies when family coverage is purchased. Copayments - Only as stated for specific Benefit Areas Coinsurance - Only as stated for specific Benefit Areas	
<b>Benefit Area A -</b>	
<b>Preventive Services</b>	
Copayment - per visit:	
-Adults	\$20
-Children	\$0
Preventive Services Annual Benefit Maximum	\$250
<b>Benefit Area B</b>	
<b>Maternity</b>	
-Outpatient Maternity Copayment per Visit	\$20
-Outpatient Maternity Out-of-Pocket Expense Limit (per pregnancy) (fully paid thereafter)	\$240
-Inpatient Maternity Copayment per Day per Pregnancy	\$500
-Inpatient Maternity Out-of-Pocket Expense Limit (per pregnancy) (fully paid thereafter)	\$1,000
<b>Benefit Area C</b>	
<b>General Inpatient Services</b>	
Copayment per Day (not to exceed 5 days per admission)	\$500
-Out-of-Pocket Expense Limit per Admission	\$2,500
<b>Benefit Area D</b>	
<b>General Outpatient Services</b>	
Copayment per Office Visit	\$20
Copayment for Laboratory and Radiology (x-ray)	\$0
<b>Benefit Area E</b>	
<b>Transportation and Medical Equipment</b>	

<b>SCHEDULE OF BENEFITS</b>	
<b>All Benefit Areas</b>	
<b>Ambulance</b> -Coinsurance per Trip -Annual Benefit Sub-maximum	50% \$750
<b>Durable Medical Equipment</b> -Coinsurance -Annual Benefit Sub-maximum	50% \$10,000
<b>Benefit Area F</b>	
<b>Psychiatric and Substance Abuse</b>	
Outpatient Services (not including drugs which are covered under Area G) -Copayment per Visit -Annual number of Covered Visits	\$50 10
Inpatient Services (including drugs) -Copayment per Day -Annual maximum number of Covered Days	\$400 10
<b>Benefit Area G</b>	
<b>Drugs and Pharmaceuticals</b> -Coinsurance - for each prescription, for up to a 30-day supply -(formularies permitted)	50%

**ATTACHMENT D**  
**CATASTROPHIC BENEFIT PLAN**

<b>SCHEDULE OF BENEFITS</b>	
<b>All Benefit Areas</b>	
<b>Calendar Year Individual Benefit Maximum</b>	\$200,000
<b>Calendar Year Deductible</b>	
-Individual -Family	\$2,000 or \$5,000 \$4,000 or \$10,000
Benefit Percentage	50%
Coinsurance Percentages	50%
<b>Calendar Year Out-of-Pocket Expense Limit</b>	
-Individual  -Family	\$10,000 for \$2,000 deductible \$13,000 for \$5,000 deductible  \$20,000 for \$4,000 deductible \$26,000 for \$10,000 deductible

Change to Higher Deductible - Charges previously applied to deductible amount for the same year are applied to the new deductible amount. New covered charges are applied to the new deductible amount. Change to lower deductible is not permitted. Charges applied to the deductible amount are not carried over to the next calendar year.

<b>Benefit Area A</b>	
<b>Preventive Services</b> Annual Benefit Maximum	\$250
<b>Benefit Areas B1, C, D, E, F</b>	
<b>Emergency Ambulance Service</b> Annual Benefit Maximum	\$750
<b>Durable Medical Equipment</b> Annual Benefit Maximum	\$15,000
<b>Psychiatric and Substance Abuse Services</b> Annual Benefit Maximum	\$5,000
<b>Benefit Area G</b>	
<b>Pharmacy Benefits</b> Coinsurance - for each prescription, for up to a 30 day supply (formularies permitted)	50%

# Subject Index

- A**  
Acupuncture 5  
Administrative Appeals 2  
Artificial Insemination And Infertility  
Treatment 4  
Attachment A - Standard Benefit Plan  
Schedule Of Benefits - IDAPA  
18.01.73 6  
Attachment B - Basic Benefit Plan  
Schedule Of Benefits - IDAPA  
18.01.73 7
- B**  
Benefit Percentage 2
- C**  
Calendar Year 2  
Coinsurance 2  
Coordination Of Benefits 4  
Copayment 2  
Cosmetic Surgery 4  
Custodial, Convalescent,  
Intermediate 4
- D**  
Definitions 2  
Dental And Orthodontic Services 4
- E**  
Expense 3  
Experimental, Investigational 4
- F**  
Failure To Keep A Scheduled Visit 5
- H**  
Hearing Aids 5  
Hearing Tests 5
- I**  
Immunizations And Medical Exams  
And Tests 5  
Injury Or Sickness 5
- L**  
Legal Authority 2  
Limitations And Exclusions 4
- M**  
Manipulative Therapy And Related  
Treatment 4  
Marriage And Family Counseling 5  
Medical Emergency 3  
Medical Services Received From  
Employer, Labor Union  
Association 5  
Medically Necessary Service Or  
Supply 3
- N**  
No Charges, No Legal Obligation To  
Pay 4  
No Medical Diagnosis 4  
Not Medically Necessary 4
- O**  
Out-Of-Pocket Expense 2
- P**  
Personal Hygiene And Convenience  
Items 5  
Physician 2  
Pre-Existing Condition 2  
Pre-Existing Conditions, Limitations  
And Exclusions 6  
Prior To Effective Date 5  
Private Duty Nursing 5  
Private Room 5
- R**  
Reversal Of Elective Infertility 4
- S**  
Screening Examinations 5  
Services Performed By A Member Of  
Family 5  
Sex Change Operations 5
- T**  
Termination 5  
Title And Scope 2
- V**  
Vision Therapy 4
- W**  
Weak, Strained Or Flat Feet 4  
Wigs Or Hair Loss 5  
Workers Compensation, Medicare Or  
Champus 4  
Written Interpretations 2