

**ROCKY MOUNTAIN HEALTH PLANS**  
**2009 LIMITATIONS AND EXCLUSIONS**  
**SOLO VIEW HSA**  
**Underwritten by Rocky Mountain HealthCare Options, Inc**

**A. Limitations and Exclusions**

**(1) Limitations:**

**(a) Preexisting Conditions:**

- (i) Preexisting Condition Exclusion Imposed.** Rocky Mountain will not provide Benefits for services or supplies received by a Member in connection with a Preexisting Condition during a Preexisting Condition Limitation Period.
- (ii) Duration of Preexisting Condition Limitation Period.** The Preexisting Condition Limitation Period will be the twelve (12) month period starting on the Member's effective date of coverage under this Contract.
- (iii) Reduction of Preexisting Condition Limitation Period for Creditable Coverage.** The Preexisting Condition Period will be reduced by the period of time the Member was covered by Creditable Coverage, if such Creditable Coverage was continuous to a date not more than ninety (90) days prior to the effective date of coverage under this Contract
- (iv) Members Not Subject to the Exclusion for Preexisting Conditions.** Members who are Dependent Children adopted or placed for adoption prior to their eighteenth (18<sup>th</sup>) birthday are not subject to the exclusion for Preexisting Conditions.

- (b) Failure to Reside in the Service Area:** Except for Dependent Children, a Member who does not reside in the Service Area is not eligible to receive any Benefits under this Contract, including, but not limited to, Benefits for Medical Emergencies.

- (2) General Exclusions:** The following are excluded from Health Care Services for which Benefits are provided under this Contract:

- (a) Any services or supplies not listed in the Schedule of Health Care Services, not Medically Necessary as defined by the Contract, or not required in accordance with the accepted standards of medical, surgical or psychiatric practice in the community where such services or supplies are to be rendered. Examples of such services are:
- Home delivery for childbirth;
  - Amniocentesis for sex determination; or
  - Procedures, services and supplies relating to sex transformation.
- (b) Personal comfort or convenience items such as lumbar support pillows, in-hospital television, telephone, private room (except as Medically Necessary).
- (c) Services arranged for You through Rocky Mountain but not provided for in the Contract.
- (d) Treatment for Injury or Sickness contracted while on duty with any military, naval or air force of any country or international organization.
- (e) Surrounding services and supplies used in connection with any service or supply that is not listed as a Health Care Service in the Schedule of Health Care Services. The phrase “in connection with” includes, but is not limited to, services and supplies that are an integral part of, derived from, or supportive of, a service which is not a Health Care Service listed in the Schedule of Health Care Services.
- (f) Confinement, treatment, services or supplies:
- not recommended and approved by a Health Care Provider;
  - received while not under the care and treatment of a Health Care Provider;
  - received outside the United States that are not of the type and nature of confinement, treatment, services, or supplies available in the United States;
  - received where care is provided at government expense. This does not apply if there is a legal obligation for You to pay for such treatment or service in the absence of coverage, or payment is required by law; or

- that are required only for insurance, travel, employment, school, camp, or similar purposes.
- (g) Treatment, services or supplies provided to the Member by the Subscriber, his or her spouse, a child, sibling or parent of the Subscriber or of the Subscriber's spouse, or any other person who resides in the Member's home for which the Member would ordinarily have no obligation to pay in the absence of health care coverage.
- (h) Any services or benefits subject to coverage by a primary Policy where coverage under such Policy was not provided by reason of Your failure to comply with conditions and requirements of coverage under such Policy, except as otherwise permitted by the Coordination of Benefit rules of this Contract.
- (i) Charges in excess of the Maximum Benefit Allowance.
- (j) Services, drugs, supplies or products that are experimental or investigational. Whether a service, drug, supply or product is experimental or investigational may be determined by Rocky Mountain either before or after You request that Rocky Mountain provide or pay for such service. Such determination will be based on a review of local, community standards as well as consideration of national or state standards which Rocky Mountain finds are applicable to making the determination. Rocky Mountain may review information from available resources, including, but not limited to, the United States Food and Drug Administration, the National Institutes of Health, the American Medical Association, Hayes Technology Assessment, National Library of Medicine, Medline, the Cochrane Library, and the Centers for Medicare and Medicaid Services.
- (k) Treatment for work-related illnesses and injuries, except for those individuals whose employers are not required to maintain or to provide workers' compensation insurance for the individual as determined by workers' compensation laws. If a workers' compensation policy is in place, although not required by state law, the workers' compensation policy and not Rocky Mountain is responsible for medical benefits for work-related illnesses and injuries. "Work-related illnesses and injuries" include, but are not limited to, work-related aggravations of existing illnesses and injuries.

- (l) Treatment for services received while You are incarcerated or confined in any federal, state or local correctional facility or institution.
  - (m) Treatment for Injury or Sickness incurred in connection with a felony committed by You.
  - (n) Equipment, supplies and drugs that are not approved by the Food and Drug Administration for medical purposes.
- (3) **Specific Exclusions:** The following are excluded from Health Care Services for which Benefits are provided under this Contract:
- (a) Alcohol and substance abuse services and detoxification.
  - (b) Allergy testing services not specifically covered under this Contract, including but not limited to, injectable drugs, including Select Injectables, allergy injections, medications and immunizations not set forth on the SOLO Injectable/Infusion Inclusion List.
  - (c) Ambulance services not specifically covered under the Contract, including but not limited to:
    - Transportation, except as listed in the Schedule of Health Care Services.
    - Transportation that serves only as a convenience for You or Your family.
  - (d) Blood-related services not specifically covered under the Contract, including but not limited to, blood and blood derivatives, when not provided as part of a Health Care Service for which Benefits are provided under this Contract.
  - (e) Chemotherapy and radiation therapy services not specifically covered under the Contract, including but not limited to, high dose chemotherapy except if the chemotherapy is a necessary part of or is used in conjunction with or is supported by a procedure or service which is listed as a Health Care Service in the Schedule of Health Care Services.
  - (f) Dental care services not specifically covered under the Contract, including, but not limited to:
    - Dental splints, dental implants, dental prostheses, treatment for periodontal disease, or any treatment on or to the teeth, gums or jaws and other services customarily provided for by a dentist or an oral surgeon.
    - Treatment of pain or infection known or thought to be

due to a dental cause and in close proximity to the teeth or jaw, unless failure to treat such an infection may result in a severe systemic illness.

- Surgical correction of malocclusion, and services, supplies or appliances provided in connection with treatment to alter, correct, fix, improve, remove, replace, reposition, restore or treat the jaw, or any jaw implant (except for cleft lip and cleft palate services and reconstructive surgery services as described in the Schedule of Health Care Services).
- Maxillofacial and/or mandibular orthognathic surgery, oral surgery, orthodontia treatment and procedures involving osteotomy of the jaw, including Hospital, outpatient and related costs resulting from these services unless determined by Rocky Mountain to not relate to a dental condition.
- Treatment of craniomandibular and temporomandibular joint disorders by use of orthodontic appliances and treatment, crowns, bridges or dentures. This exclusion does not apply to the extent that the disorder is caused by an Injury or condition described in the Schedule of Health Care Services for which coverage is provided.
- Extraction of a tooth for any reason.
- Treatment for Injury to a tooth.
- Alveoplasty when performed in connection with an excluded service.
- Health Care Services provided in connection with non-covered dental services.
- Dental cleaning, in-mouth scaling, planing, or scraping.
- Myofunctional Therapy.
- Services, including related orthodontic treatment, to repair or replace teeth.

(g) Eye care services not specifically covered under the Contract, including, but not limited to:

- Eye exams not due to or associated with an Injury or Sickness.
- Eyeglasses and contact lenses.
- Vision therapy, including but not limited to the use of lenses and/or prisms for the treatment of the traumatic brain injury, learning disabilities and dyslexia.
- Refractive keratoplasty, including but not limited to, radial and laser keratotomy, and any procedure to correct a visual refractive defect.

- (h) Hearing care services not specifically covered under the Contract, including, but not limited to:
- Hearing exams not due to or associated with an Injury or Sickness.
  - Hearing aids and devices, including bone anchored hearing aids and auditory osseointegrated devices or implants, and the fitting thereof, for Members age eighteen and older.
  - Cochlear implants and equipment and devices related to cochlear implants, including, but not limited to, internal receivers/stimulators, transmitters and speech processors.
- (i) Home health services not specifically covered under the Contract, including, but not limited to:
- Private Duty Nursing.
  - Custodial Care.
  - Housekeeping, homemaker and meal services.
  - Services provided solely to maintain functioning at the level to which You have been restored, or when no further significant practical improvement in Your condition can be expected (i.e., maintenance care).
- (j) Hospice services not specifically covered under the Contract, including, but not limited to, Private Duty Nursing.
- (k) Hospital services (inpatient, outpatient and emergency room) not specifically covered under the Contract, including, but not limited to:
- Weekend admission charges for non-emergency services. This exclusion applies only to Friday through Sunday, inclusive.
  - Personal comfort or convenience items such as lumbar pillows, in-hospital television, telephone, private room (except as Medically Necessary).
  - Services and supplies for a condition that is not a Medical Emergency when provided in an emergency room.
  - Surgical treatment for obesity or for any related co-morbid conditions associated with obesity, including the reversal of any such procedures and any complications caused by such procedures.
  - Surrounding services and supplies used in connection with any service or supply that is not a Hospital-based Health Care Service. The phrase “in connection with” includes, but is not limited to, services and supplies that are an integral part of, derived from, or supportive of, a service which is not a Hospital-based Health Care Service.

- Treatment for complications that arise after Your decision to discharge Yourself from a Hospital against medical advice.
  - Clinical pathology services for which a pathologist does not personally provide a hands-on professional service.
  - Inpatient mental health services.
- (l) Injectable drugs and immunizations not specifically covered under the Contract, including but not limited to, injectable drugs, including Select Injectables, allergy injections, medications and immunizations not set forth on the SOLO Injectable/Infusion Inclusion List.
- (m) Maternity and family planning services not specifically covered under the Contract, including, but not limited to:
- Home delivery for childbirth.
  - Amniocentesis for sex determination.
  - Services performed by a direct-entry or lay midwife.
  - Services for or related to pregnancy, except treatment for Complications of Pregnancy as provided in the Schedule of Health Care Services.
  - Reversal of voluntary sterilization and services and procedures to determine the success of reversal of voluntary sterilization.
  - Treatment for infertility or for the purpose of causing pregnancy, including but not limited to, testing, prescription drugs, artificial insemination, in vitro fertilization (IVF), gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT) and embryo transplants.
- (n) Medical equipment, supplies, orthotics, prosthetics, repairs and oxygen services not specifically covered under the Contract, including, but not limited to:
- Air filters, purifiers and/or humidifiers.
  - Modifications and alterations to homes, places of residence and automobiles to accommodate physical handicaps or disabilities, including, but not limited to, home modification devices and equipment.
  - Wigs, artificial hairpieces, hair transplants or implants.
  - Home exercise equipment.
  - Any item Medicare local coverage guidelines considers a convenience item. Examples include, but are not limited to, cold therapy units, over the bed tables, custom bedroom equipment, geriatric chairs and patient lifts.
  - Bionic prostheses.
  - External and internal power enhancements or power controls for prosthetic limbs and terminal devices.

- Myoelectric prostheses peripheral nerve stimulators.
  - Orthotic devices, except as provided in the Schedule of Health Care Services.
- (o) Mental health services not specifically covered under this Contract, including but not limited to:
- All services provided by a residential treatment center, including, but not limited to, rehabilitation, treatment for alcoholism, mental health services and treatment for anorexia nervosa and bulimia nervosa.
  - Behavior modification programs, including but not limited to, weight loss and stop smoking programs and any related medical service.
  - Examination or treatment ordered by a court unless provided in compliance with this Contract.
  - Inpatient mental health services.
- (p) Nutrition services not specifically covered under the Contract, including, but not limited to:
- Outpatient nutrition products, including but not limited to, Medical Foods and outpatient total parenteral nutrition and therapeutic formulas, except as provided in the Schedule of Health Care Services.
  - Weight loss programs and associated services.
  - Nutritional counseling, except as provided in the Schedule of Health Care Services.
- (q) Physician services and preventive services not specifically covered under the Contract, including, but not limited to:
- Charges for appointments with Health Care Providers that are not kept.
  - Third party testing, such as laboratory and x-rays not normally considered part of recommended screening or routine physicals; expenses for medical reports, including presentations and preparation, unless provided in compliance with this Contract.
  - Third party physical and/or psychological examinations for employment, licensing, insurance, adoption or any other non-medical purposes.
  - Multiphasic screening tests and checkups not associated with any disease, Injury or Sickness except as stated in the Schedule of Health Care Services.
  - Clinical ecology services and services for treatment of multiple chemical sensitivity and idiopathic environmental illness.
  - Surrounding services and supplies used in connection with any service or supply that is not an office-based Health Care Service. The phrase “in connection with” includes,



- but is not limited to, services and supplies that are an integral part of, derived from, or supportive of, a service which is not an office-based Health Care Service.
- Genetic testing, except for diagnostic purposes or to determine a treatment plan.
- (r) Podiatry services not specifically covered under the Contract, including, but not limited to, routine foot care, such as trimming of corns and calluses, treatment of flat feet or partial dislocations in the feet and any non-surgical routine foot care.
- (s) Prescribed and non-prescribed drugs and immunizations not specifically covered under the Contract, including, but not limited to:
- Nonprescription drugs or medicines, vitamins, nutrients and food supplements even if prescribed or administered by a Physician, except as provided in the Schedule of Health Care Services.
  - Travel immunizations, except as set forth on the SOLO Injectable/Infusion Inclusion List, are not covered. A copy of the SOLO Injectable/Infusion Inclusion List may be obtained by calling customer service.
  - Injectable drugs, including Select Injectables, medications and immunizations not set forth on the SOLO Injectable/Infusion Inclusion List.
  - Outpatient prescription drugs and injectables, including Select Injectables, not included in, or excluded from, the Rocky Mountain Formulary. Rocky Mountain reserves the right to exclude any Outpatient Prescription Drugs at any time from the Rocky Mountain Formulary for health and safety concerns, efficacy and other reasons, as determined by Rocky Mountain in Our discretion.
  - Outpatient Prescription Drugs that are determined by the Medical Director to be abused or misused. Rocky Mountain may impose conditions, limitations and restrictions on dispensation of Outpatient Prescription Drugs in order to prevent misuse or abuse, at the Medical Director's discretion.
  - Prescription refills for lost or stolen Outpatient Prescription Drugs.
  - Nonprescription drugs or medicines, vitamins, nutrients and food supplements even if prescribed or administered by a physician, except as provided in the Schedule of Health Care Services.
- (t) Psychological testing services including, but not limited to:
- Educational testing, learning disability assessments, counseling, therapy or other services for learning

- deficiencies or behavioral problems and any services or supplies related to this testing.
  - Third party physical and/or psychological examinations for employment licensing, insurance adoption or any other non-medical purposes.
- (u) Reconstructive surgery services not specifically covered under the Contract, including, but not limited to:
- Cosmetic surgery, services or supplies, including the reversal of any such procedures and any complications caused by such procedures, except to the extent such surgery, services or supplies are provided for reconstructive breast surgery and cleft lip or cleft palate, as provided in the Schedule of Health Care Services.
  - Reconstructive surgery primarily for cosmetic reasons or for the primary purpose of improving or correcting a psychological or other non-physical condition, including the reversal of any such procedures and any complications caused by such procedures.
  - Reconstructive surgery that does not result in functional gain, except as otherwise set forth in the Schedule of Health Care Services.
  - Sex transformation or surgery or treatment related to sexual dysfunction.
  - Breast reduction, except as related to a mastectomy.
  - Surgical treatment for obesity or for any related comorbid conditions associated with obesity, including the reversal of any such procedures and any complications caused by such procedures.
  - Services, including related orthodontic treatment, to repair or replace teeth.
  - Treatment for Injury to a tooth.
- (v) Sexual dysfunction services, including, but not limited to, treatment for sexual dysfunction, including, but not limited to, testing, therapy, Physician services, medical services, surgical treatment, injectables and any treatment for impotency.
- (w) Skilled Nursing Facility services, except as provided under “Hospice Services” in the Schedule of Health Care Services, including, but not limited to:
- Custodial Care.
  - Nursing home and domiciliary care.
- (x) Therapies, self-help programs and other services not specifically covered under the Contract, including, but not limited to:
- Recreational, sex, primal scream, sleep and Z therapies.

- Self-help and stress management programs.
- Transactional analysis, encounter groups, and transcendental meditation.
- Sensitivity or assertiveness training.
- Rolfing.
- Religious counseling.
- Holistic medicine and other wellness programs.
- Educational programs such as cardiac class or arthritis class.
- Orthomolecular medicine.
- Environmental medicine.
- Chelation therapy, unless Medically Necessary for treatment of metal poisoning.
- Cytotoxin testing.
- Gene manipulation therapy.
- Naturopathic medicine.
- Megavitamin therapy.
- School-based therapy of any kind.
- Acupuncture.
- Pain clinic services.
- Hypnotherapy.
- Educotherapy.
- Reflexology.
- Hair analysis.
- Pool therapy and submersion therapy.
- Massage therapy.
- Physical therapy not provided by a licensed physical therapist.
- Group physical therapy.
- Exercise programs in general.
- Isometric exercise.
- Phase III cardiac rehabilitation.
- Health club fees or other similar fees.
- High colonics.
- Anodyne therapy.
- Extracorporeal shock wave treatment for purposes other than removal of kidney stones.
- Behavior modification programs, including but not limited to, weight loss and stop smoking programs and any related medical service.
- Services of professional trainers.
- Special education, counseling, therapy or other services for learning deficiencies or behavioral problems.
- Myofunctional Therapy.

- (y) Transplant services not specifically covered under the Contract, including, but not limited to:
- Transplants or procedures commonly referred to in medical literature as “transplants” not listed as a Health Care Service in the Schedule of Health Care Services.
  - Costs relating to maintenance of a cadaver donor for organ retrieval.
  - Autologous or allogeneic bone marrow harvest and transplant and autologous or allogeneic peripheral stem cell removal and reintroduction, whether alone or in combination with high dose chemotherapy, except to the extent such harvest and transplant or removal and reintroduction are listed as a Health Care Service in the Schedule of Health Care Services.
  - Multiple organ transplants except as provided in the Schedule of Health Care Services.
- (z) Other services not specifically covered under the Contract, including but not limited to:
- Bereavement counseling, except as provided under “Hospice Services” in the Schedule of Health Care Services.
  - Fees and costs that are not for Health Care Services, such as copying charges, file set up charges, financing charges and interest and other billing charges imposed by Health Care Providers. This exclusion will not apply to copying charges for records requested by Rocky Mountain, or to interest and late fees that Rocky Mountain is required by law to pay.
  - Biofeedback, except for biofeedback to treat urinary stress incontinence.
  - Modifications and alterations to homes, places of residence and automobiles to accommodate physical handicaps or disabilities, including, but not limited to, home modification devices and equipment.
  - Treatment for Intractable Pain.
  - Treatment and services at a bloodless surgery center or religious science center, holistic medicine or other religion-oriented treatment program.
  - Marriage counseling.
  - Services provided by a Chiropractor.
  - Qualified medical expenses, as defined by the Internal Revenue Code provisions for High Deductible Health Plans, which are not Benefits of this Health Care Plan.