

STATE OF MICHIGAN
DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES
Before the Director of Insurance and Financial Services

In the matter of:

██████████

Petitioner,

v

File No. 151236-001

First Commonwealth LHSC of Michigan,

Respondent.

Issued and entered
this ~~21st~~ day of January 2016
by Randall S. Gregg
Special Deputy Director

ORDER

I. PROCEDURAL BACKGROUND

██████████ (Petitioner) was denied coverage by his dental plan for dental treatment he received in May 2014.

On December 9, 2015, the Petitioner filed a request with the Director of Insurance and Financial Services for an external review of that denial under the Patient's Right to Independent Review Act, MCL 550.1901 *et seq.* After a preliminary review of the material submitted, the Director accepted the request on January 7, 2015.

The Petitioner has group dental coverage through First Commonwealth Limited Health Services Corporation of Michigan, a licensed alternative health care delivery system regulated under chapter 35 of the Insurance Code. First Commonwealth is a wholly-owned subsidiary of Guardian Life Insurance Company of America (Guardian).

The Director immediately notified First Commonwealth of the external review request and asked for the information it used to make the plan's final adverse determination. Guardian responded for First Commonwealth on December 15, 2015.

The issue in this external review can be decided by a contractual analysis. The Director reviews contractual issues pursuant to MCL 550.1911(7). This matter does not require a medical opinion from an independent review organization.

II. FACTUAL BACKGROUND

The Petitioner's dental benefits are described in a certificate of coverage called "Your Dental Network Plan and How to Use It" (the certificate).

On May 22, 23, and 27, 2014, the Petitioner had dental care that included examination, X-rays, periodontal scaling and root planning, and restorative service. This treatment was provided by [REDACTED], DDS, at a practice called Dental Works. First Commonwealth denied coverage for all this care.

The Petitioner attempted to appeal the denial through the plan's internal grievance process but First Commonwealth declined to provide a review. The case was eventually referred for this review under the Patient's Right to Independent Act. Because the Petitioner was not able to exhaust the plan's internal grievance process, First Commonwealth's September 22, 2014, letter to the Petitioner will be reviewed as the plan's final adverse determination. In that letter First Commonwealth said it denied coverage because [REDACTED] was not the Petitioner's assigned primary care dentist.

III. ISSUE

Did First Commonwealth correctly deny coverage for the Petitioner's dental services in May 2014?

IV. ANALYSIS

Petitioner's Argument

On the request for external review form, the Petitioner explained:

I got a procedure done at [REDACTED] in Michigan – [REDACTED] [REDACTED]. Although Dental Works comes in the HMO network First Commonwealth denied the payment by saying that [REDACTED] is not my preferred provider, my insurance chose the provider on their own.

Unfortunately [REDACTED] was in hurry of doing the procedure and I had to pay \$2580 on top of \$1000. I need my money back.

The Petitioner also explained his grievance on a First Commonwealth member complaint form dated September 12, 2014:

I received a bill of \$2580 from [REDACTED] which was denied by my insurance. I was told that they did so because the doctor who did the treatment was not assigned as my primary dentist. 1st Commonwealth also told me that I called

them on 1st May 2014 to make “Great Expressions [Dental]” as my Dental clinic, but . . . to the best of my knowledge I do not remember making such a call. Furthermore while I went for treatment, [REDACTED] did not tell me that they are not the service providers on my insurance (although [REDACTED] do come in my HMO network). To complicate it further, I left my previous organization on 9th of June 2014. . . . \$2580 is a very big amount for a person like me, please help me by paying this bill since I have already paid more than a \$1000 dollars (my part) that was not covered in my insurance. Please note that I am still with Guardian but under a different plan, and different organization. I hope that you will understand my condition and help me overcome it.

* * *

I discussed the matter with [the manager] at [REDACTED], that why they did not inform me that [REDACTED] is not my primary care dentist. She said that she cannot submit [any] evidence that can [prove] that they informed me but informing such things are a normal part of their practice. . . .

Respondent’s Argument

In its final adverse determination, First Commonwealth told the Petitioner:

. . . You noted that the reason you went to [REDACTED] was that you were not aware that this was not your assigned primary care dentist.

* * *

According to First Commonwealth's . . . booklet given to all members upon enrollment with the plan, in order to obtain benefits in your plan . . . you must receive care from a participating dentist. Care rendered by a non-participating dentist, a participating dentist that has not been selected, or care rendered by a Specialist without obtaining prior written authorization for such care, is not a Plan Benefit. . . .

Based on plan guidelines, benefits are not available for any treatment at [REDACTED] . . . as they were not the participating dentist that you had selected. [Our] records indicate that at the time of service . . . your assigned FCW primary care dentist was Great Expressions Dental Center - [REDACTED] Township based on your choice of provider at time of enrollment.

Director’s Review

A

The certificate (p. 6) explains to plan members how the dental plan works:

The enrollment materials require you to select a Primary Care Dentist (PCD) for each Member from the list of Participating General Dentists. After we receive your enrollment material, we will determine if a Member's selected PCD is available in your Plan. If so, the selected dentist will be assigned to the Member as his or her PCD. If a Member's selection is not available, an alternate dentist will be assigned as the PCD.

All dental services covered by this Plan must be coordinated by the PCD to whom the Member is assigned to under this Plan. **Care rendered by a non-participating dentist, or care rendered by a Participating Specialist without obtaining prior written authorization for such care, is not a covered dental service.**

First Commonwealth will issue you, either directly or through your Group's representative, a First Commonwealth ID card. The ID card will show the names of the Members and the name and telephone number of the assigned PCD. A Member need only contact his or her assigned PCD's office to obtain services.

* * *

A Member may change his or her PCD selection at any time during the benefit year.

The certificate (p. 35) also contains this exclusion:

This Plan does not pay benefits for the following:

* * *

19. Dental services, other than covered Emergency Dental Services, which were performed by any dentist other than the Member's assigned PCD, unless we had provided written authorization.

There is no dispute that the Petitioner had non-emergency dental treatment without prior authorization from a dentist who was not his "primary care dentist." Therefore, under the terms of the certificate, those services are not benefits and First Commonwealth was correct when it declined to cover them.

B

It is not clear why the Petitioner went to [REDACTED] for his dental care. It appears that the Petitioner enrolled in the dental plan effective January 1, 2014. If he did not select a primary care dentist (PCD) at that time, First Commonwealth says it would have assigned a preferred general dentist to be his PCD. The Petitioner does not say that he selected [REDACTED] or another provider to be his PCD.

In any event, First Commonwealth provided a facsimile of an identification card it says it issued to the Petitioner in February 2014. That card showed the assigned PCD to be Great Expressions Dental Center in [REDACTED] Township. First Commonwealth issued a second identification card to the Petitioner in May 2014 that also showed Great Expressions Dental Center to be the PCD.

The Petitioner does not allege that he never received the identification cards. Nor does he provide any explanation for why he was treated at [REDACTED] instead of Great Expressions. The Director finds nothing in this record that would justify the Petitioner's decision to seek dental care from a provider who was not his PCD.

The Director finds that First Commonwealth's denial of the Petitioner's May 22, 23, 27, 2014, dental services at [REDACTED] was consistent the terms and conditions of the certificate.

V. ORDER

The Director upholds First Commonwealth Limited Health Services Corporation of Michigan's September 22, 2014, final adverse determination.

This is a final decision of an administrative agency. Under MCL 550.1915, any person aggrieved by this order may seek judicial review no later than 60 days from the date of this order in the circuit court for the Michigan county where the covered person resides or in the circuit court of Ingham County. A copy of the petition for judicial review should be sent to the Department of Insurance and Financial Services, Office of General Counsel, Post Office Box 30220, Lansing, MI 48909-7720.

Patrick M. McPharlin
Director

For the Director:



Randall S. Gregg
Special Deputy Director