

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. 149501-001

UnitedHealthcare Community Plan, Inc.
Respondent

Issued and entered
this 14th day of September 2015
by Randall S. Gregg
Special Deputy Director

ORDER

I. PROCEDURAL BACKGROUND

On August 24, 2015, ██████████ (Petitioner) filed a request with the Director of Insurance and Financial Services for an external review under the Patient's Right to Independent Review Act, MCL 550.1901 *et seq.* After a preliminary review of the material received, the Director accepted the request on August 31, 2015.

The Petitioner receives health benefits through a plan underwritten by UnitedHealthcare Community Plan, Inc. (UHC). The benefits are described in UHC's *Gold Compass 500* individual medical policy.

The Director notified UHC of the external review request and asked for the information it used to make its final adverse determination. UHC provided its response on September 1, 2015.

This case presents an issue of contractual interpretation. 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

On January 16, 2015, the Petitioner began having problems with her right eye. Her physician instructed her to see ██████████ an ophthalmologist, on that date. ██████████ determined that the Petitioner's retina was torn and required immediate treatment from a

specialist. She was sent to [REDACTED] who performed the needed procedure on the same day. On January 19, 2015 and February 12, 2015 the Petitioner had follow up examinations.

UHC denied coverage for the services provided by the following providers:

<u>Date</u>	<u>Provider</u>	<u>Charge</u>
1/16/15	Dr. Tait	\$496.00
1/16/15	Dr. Miller	\$1,530.00
1/19/15	Dr. Levin	\$30.00
2/12/15	Dr. Miller	\$30.00
2/12/15	Dr. Miller	<u>\$30.00</u>
TOTAL		\$2,116.00

The Petitioner appealed UHC's benefit determinations through its internal grievance process. UHC affirmed its claim denials. The Petitioner now seeks a review of those denials from the Director.

III. ISSUE

Did UHC correctly process the claims for the Petitioner's eye treatment?

IV. ANALYSIS

Petitioner's Argument

In a letter to DIFS dated August 20, 2015, the Petitioner's husband explained Petitioner's dispute:

The torn retina was not caused by trauma. The problem sometimes happens due to the aging process. There was no warning concerning the condition and the problem was not present during the routine physical examination on January 9, 2015.

The torn retina demanded immediate treatment. Some individuals wait before seeking treatment in the incorrect belief that the problem will simply resolve itself. The delay causes more problems and many times results in the need for extremely complicated surgery and hospital time. The delay in treatment can also cause a poor medical result.

My wife sought treatment within two days. We contacted our PCP as required. We acted at the direction of our PCP for an urgent eye examination.... The prompt action of [REDACTED] and his staff saved the eye sight of my wife and saved your insurance company the costs of a hospital procedure and hospital stay.

The denial of benefits by United Healthcare is unjustified. If my wife went to the local hospital emergency room she would have lost her eyesight in the one eye. Emergency rooms are not equipped with the most modern laser eye equipment and lack the best eye doctors. No emergency room doctor could have treated [REDACTED] as well as the specialist at Retina Consultants of Michigan.

Our actions in seeking immediate treatment, as directed by our PCP, actually saved United Healthcare the expenses of the emergency room and hospital days.

Now United Healthcare is punishing us for obeying doctors instructions, saving the sight in [REDACTED] eye and saving the insurance company money associated with an emergency room visit and a hospital stay.

In June 2015 we appealed the denial of benefits through the United Healthcare process. On July 6, 2015, UHC denied the appeal and sent paperwork to our attention; however, a careful review of the paperwork reveals that UHC denied the [REDACTED] bill of \$30.00; the [REDACTED] bill of \$496.00 and the [REDACTED] bill of \$30.00. The [REDACTED] bill was \$1,530.00, not only the \$30.00 amount listed on the July 6, 2015 notice.

Respondent's Argument

In its claim denials, UHC wrote:

Your plan offers only one level of benefits. No benefits are payable for services provided by non-network providers under your plan. In this type of plan, you must use the services of contracted providers in order to receive benefit payment. You are entitled to "network" benefits, only if such services are covered health services and are provided by or under the direction of a network provider. [The provider] was not contracted with the network your plan uses when the service(s) was provided; therefore, we uphold our prior decision to deny coverage for the service(s).

Director's Review

The *Gold Compass 500* certificate of coverage, on page 1, contains this provision:

Accessing Benefits

Compass offers a limited Network of providers. To obtain Network Benefits, you must receive Covered Health Services from a CompassNetwork provider within the Network Area. You can confirm that your provider is a CompassNetwork provider by calling Customer Care....

You must see a Network Physician in order to obtain Benefits. Except as specifically described in this Schedule of Benefits, Benefits are not available for services provided by non-Network providers. This Benefit plan does not provide a Non-Network level of Benefits....

The Petitioner received medical treatment from three non-network providers. Coverage is not available for services from non-network providers. The Director finds that UHC's denial of the medical services provided by [REDACTED] is consistent with the terms and conditions of the *Gold Compass 500* certificate of coverage.

V. ORDER

The Director upholds UnitedHealthcare Community Plan, Inc.'s denial of coverage for the services in question.

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