

STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
OFFICE OF FINANCIAL AND INSURANCE REGULATION
Before the Commissioner of Financial and Insurance Regulation

In the matter of

XXXXX

Petitioner,

File No. 101353-001

v

Trustmark Life Insurance Company
Respondent

**Issued and entered
this 24th day of February 2009
by Ken Ross
Commissioner**

ORDER

**I
PROCEDURAL BACKGROUND**

On November 10, 2008, XXXXX ("Petitioner") filed a request for external review with the Commissioner of the Office of Financial and Insurance Regulation under the Patient's Right to Independent Review Act, MCL 550.1901 *et seq.* The Commissioner reviewed the request and accepted it for external review on November 19, 2008. The Commissioner notified Trustmark Life Insurance Company (Trustmark) of the external review and requested the information used to make its adverse determination. The Office of Financial and Insurance Regulation received those records on November 10 and 24, 2008.

The issue in this matter can be determined by analyzing Respondent Trustmark's certificate of insurance ("the policy"). It is not necessary to get a medical opinion from an independent review organization. The Commissioner reviews contractual issues under MCL 500.1911(7).

II FACTUAL BACKGROUND

The Petitioner, 44 years old, developed cold symptoms in early March 2008. His condition worsened and he was admitted to a **XXXXX** hospital on March 25, 2008. He was transferred to **XXXXX** Hospital on March 29 where he was diagnosed with endocarditis, congestive heart failure, renal insufficiency, and advanced periodontal disease. His physicians believed he would need a heart valve replacement but felt that his periodontal disease, which had caused his other health problems, had to be treated before the heart surgery. The periodontal treatment consisted of oral surgery to remove his teeth which were all decayed.

Respondent declined to provide coverage for Petitioner's oral surgery, ruling that oral surgery was not a covered benefit under Petitioner's certificate. The Petitioner exhausted Respondent's internal grievance process and a final adverse determination was issued August 12, 2008. Petitioner paid the oral surgery bill of \$5,300.00 and is now seeking to be reimbursed by Respondent.

III ISSUE

Did Respondent properly deny the Petitioner coverage for his oral surgery?

IV ANALYSIS

Petitioner's Argument

The Petitioner states that his oral surgery was medically necessary and had to be completed so that he could have his heart surgery. He says that his doctors believed that his endocarditis had started in his gums and that was why his oral surgery was necessary. Petitioner says he had his surgery done on May 2 and was released on May 4. He says he returned to **XXXXX** Hospital on May 28 and had his open heart surgery. He says that his policy provides coverage for in-patient hospital care "including confinement solely for dental care or treatment. . . ." He believes that this part of his policy contradicts the policy's exclusion for

“dental care or treatment of any kind. . . .”

Respondent's Argument

Trustmark argues that dental services are not eligible for coverage under Petitioner's policy which excludes treatment of gums and supporting structures and related medical services. The policy does cover treatment of injuries (except chewing injuries) to natural teeth if an injury occurs while a person is covered by the policy and the services are rendered while the patient is still covered by the policy.

Commissioner's Review

As a preliminary matter, the Commissioner notes that Petitioner's appeal is limited to the denial of coverage for his oral surgery and the \$5,300.00 charge for that care. He did have other major surgery but, apparently, that care was covered because Petitioner has only disputed the processing of his oral surgery claim.

The Commissioner has considered the arguments of both parties and reviewed the provisions of the Petitioner's policy. In deciding this case, the Commissioner is bound by the terms and conditions of the policy. The Petitioner's policy only provides coverage to treat natural teeth damaged through injury.

The two policy provisions regarding care for dental services cited by Petitioner must be read together. Thus, the hospitalization coverage when an individual is admitted for dental care only applies to the type of dental care covered by the policy. That coverage is described in section G, page 15, of the policy: “damage to natural teeth caused solely by injury (except chewing injuries) that occurs while a person is covered by this Benefit, and services are rendered while the patient is covered by this Benefit.”. Petitioner's oral surgery did not arise from an injury and is therefore not a covered benefit under the policy's hospitalization provision.

The Commissioner finds Trustmark processed the Petitioner's oral surgery claim in a manner consistent with the terms of the policy.

**V
ORDER**

The Commissioner upholds Trustmark Life Insurance Companies 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 sixty days from the date of this Order in the circuit court for the 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 Commissioner of Financial and Insurance Regulation, Health Plans Division, Post Office Box 30220, Lansing, MI 48909-7720.