

**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

v

File No. 102521-001

Guardian Life Insurance Company of America  
Respondent

---

Issued and entered  
this 27<sup>th</sup> day of February 2009  
by Ken Ross  
Commissioner

**ORDER**

**I**  
**PROCEDURAL BACKGROUND**

On January 15, 2009, XXXXX ("Petitioner") filed a request for external review with the Commissioner of Financial and Insurance Regulation under the Patient's Right to Independent Review Act, MCL 550.1901 *et seq.*

The Commissioner notified Guardian Life Insurance Company of America (Guardian) of the external review and requested the information used in making its adverse determination. The company provided its information on January 20, 2009. The Commissioner reviewed the information and accepted the request on January 30, 2009.

The issue in this matter can be determined by analyzing the Guardian certificate of coverage, the contract that defines the Petitioner's health care coverage. The Commissioner reviews contractual issues under MCL 500.1911(7). No medical issues are presented requiring analysis by an independent medical review organization.

## II FACTUAL BACKGROUND

On March 20, 2008, the Petitioner had a fixed partial denture (a bridge) placed in the area of teeth numbers 29 through 31 to replace a bridge that had to be removed. This bridge replaces tooth number 30. Petitioner submitted a claim to Guardian for coverage. Guardian denied coverage because it had not been 10 years since placement of her prior bridge.

The Petitioner appealed and Guardian maintained its denial. The Petitioner exhausted the Guardian internal grievance process and received its final adverse determination letter dated October 13, 2008.

## III ISSUE

Is Guardians correct in denying coverage for the Petitioner's bridge for teeth number 29 through 31?

## IV ANALYSIS

### Petitioner's Argument

The Petitioner has a history of multiple myeloma. Due to this condition she experiences dry mouth syndrome and as a result developed decay on the distal portion of tooth number 29. For the existing bridge placed in 2003, tooth number 29 was the anchor tooth. She says she paid cash for the original bridge; no insurer provided coverage for that service. She says that the existing bridge could not withstand the life threatening challenges that she faced. Tooth number 29 required a root canal and, as a result, the bridge had to be removed and was unusable. The Petitioner's dentist explained the need for a replacement bridge in a letter dated April 10, 2008:

[Petitioner] had an existing bridge from tooth number 29-31 that had been in place for over 5 years. Decay occurred on the distal of number 29 and the bridge loosened. The bridge was removed and the caries cleaned out. Due to little clinical crown remaining, crown lengthening surgery and endodontic treatment were performed. A cast post was used to buildup the tooth for the final restoration.

As the patient already had a fixed bridge present, a new fixed bridge was placed. If there was never a fixed bridge here, I could understand that a new fixed bridge may not be a benefit. However, as the patient had previously had a fixed bridge present during her coverage with the previous carrier, it is certainly right for a carrier the quality of Guardian to judge this claim on its merits.

The Petitioner believes that the Guardian should cover the bridge as medically necessary for treatment of her condition.

#### Respondent's Argument

In its adverse determination letter dated October 13, 2008, Guardian said,

Per our records, a bridge was originally placed in 2003. Unfortunately, we are unable to provide benefits for this service because the prior prosthetic device is less than 10 years old. This dental plan provides coverage for a replacement prosthetic device only if the original device is at least 10 years old and cannot be made usable. Both requirements must be met in order for a replacement to be eligible for benefits.

Guardian concluded that the Petitioner did not meet the criteria for coverage of a replacement bridge and, therefore, declined to provide coverage.

#### Commissioner's Review

The focus of this review is whether the Petitioner met the requirements for coverage under the Guardian certificate. The certificate includes the following provision which was the basis for Guardian's denial:

##### Exclusions

We will not pay for:

\* \* \*

Replacing an existing appliance or dental prosthesis with a like or un-like appliance or dental prosthesis; unless (1) it is at least 10 years old and is no longer usable; or (2) it is damaged while in the covered person's mouth in an injury suffered while insured, and can't be made serviceable.

The certificate does not provide for an exception to the language above for a serious medical condition, such as Petitioner has, that may have created a need for the replacement of a bridge less than 10 years old. Petitioner points out that she had not asked for coverage for her original bridge, which was fitted before she was even insured with Guardian. It is certainly

reasonable to note this fact. However, the certificate does not require that the bridge being replaced must have been paid for by the insurer in order for the new bridge to be excluded. The exclusion is based solely on the age of the bridge being replaced.

The Petitioner's bridge does not meet the coverage requirements of the certificate. The Commissioner finds that Guardian properly denied coverage under the terms of the certificate.

**V**  
**ORDER**

The Commissioner upholds the adverse determination of October 13, 2008.

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.