

**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. 103060-001

v

Aetna Life Insurance Company  
Respondent

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Issued and entered  
this 15<sup>th</sup> day of June 2009  
by Ken Ross  
Commissioner

**ORDER**

**I**  
**PROCEDURAL BACKGROUND**

On February 13, 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.* After a preliminary review of the material submitted, the Commissioner accepted the request on February 23, 2009.

The issue in this external review can be decided by a contractual analysis. The contract under which Petitioner receives group health benefits issued by Aetna Life Insurance Company (Aetna). The Commissioner reviews contractual issues under MCL 500.1911(7). This matter does not require a medical opinion from an independent review organization.

**II**  
**FACTUAL BACKGROUND**

On September 23, 2008, the Petitioner had an office visit with her physician, Dr. XXXXX, who performed a series of laboratory tests. Dr. XXXXX sent the tests to XXXXX for processing. Aetna provided coverage, applying a \$25 copayment for the office visit and a \$40 copayment for the laboratory services.

The Petitioner appealed the \$40 copayment for laboratory services through its internal grievance process. Aetna maintained its determination, and issued a final adverse determination letter dated January 15, 2009.

### **III ISSUE**

Was Aetna's application of a \$40 copayment for laboratory services correct under the terms of the certificate of coverage?

### **IV ANALYSIS**

#### Petitioner's Argument

The Petitioner does not believe there should be a separate copayment for the laboratory tests performed during an office visit. The Petitioner says her doctor initiated the blood tests in his office, where her blood was drawn. She does not understand why she has to pay a \$40 copayment for the laboratory tests since she already paid a \$25 copayment for the doctor visit. She says this has happened in the past and she always has to appeal to have the XXXXX copayment waived.

Petitioner wants the charges for the laboratory services included as part of her physician office visit as they have been in the past with only a \$25 copayment.

#### Aetna Life Insurance Company's Argument

Aetna, in its final adverse determination dated January 15, 2009, said that the \$40 copayment was stated in the certificate of coverage under "Diagnostic Laboratory Testing" which provides that there is a \$40 per test copayment after which the plan pays 100%. Aetna contends it correctly processed the claim.

#### Commissioner's Review

The "Diagnostic Laboratory Testing" benefits are described on page 7 of the Schedule of Benefits:

PLAN FEATURES	NETWORK	OUT-OF-NETWORK	OTHER HEALTH CARE
Diagnostic Laboratory Testing	\$40 per test copay then the plan pays 100%. No deductible applies.	50% per test after Calendar Year deductible	100% per test after Calendar Year deductible

Under this language, Aetna applies a \$40 copayment to laboratory services when provided by a network provider. There is no provision in the certificate to waive this copayment because the blood sample was drawn in the doctor's office.

Petitioner argues that in the past Aetna waived the copayment. While this may be true, Aetna based its determination on the language of the certificate in effect at the time the services were performed. According to Aetna, prior to April 1, 2008, the certificate included the following language:

Payment Percentage Diagnostic Lab and X-ray Services Freestanding Facility			
Calendar Year Deductible applies	No	Yes	Yes
Per Visit Copay	\$25	None	None
Payment Percentage	100%	80%	100%

Exception: If the covered person receives the diagnostic X-ray and or lab services during a physician's office visit, the member will only be responsible for **physician** office visit cost sharing.

This language allowed for waiver of any additional copayment when the laboratory services were performed "during a physician's office visit". However, as of April 1, 2008, the language changed and diagnostic laboratory services became subject to a \$40 copayment.<sup>1</sup> Therefore, Aetna's application of the \$40 copayment for November 25, 2008, was appropriate under the terms and conditions of the certificate

## V ORDER

The Commissioner upholds Aetna Life Insurance Company's January 15, 2009, final adverse determination.

This is a final decision of an administrative agency. Under MCL 550.1915, any person

<sup>1</sup> In its April 30, 2009, response to OFIR, Aetna wrote, "The overturn for the date of service June 10, 2008, was allowed in error as the correct contract information was not available at the time of review. Furthermore Aetna will not be seeking reimbursement from the member associated with this overpayment."

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.