

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
OFFICE OF FINANCIAL AND INSURANCE REGULATION
Before the Commissioner of Financial and Insurance Regulation

In the matter of

XXXXX

Petitioner

File No. 119324-001

v

Guardian Life Insurance Company
Respondent

Issued and entered
this 12th day of August 2011
by R. Kevin Clinton
Commissioner

ORDER

I. PROCEDURAL BACKGROUND

On January 28, 2011, 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 (PRIRA), MCL 550.1901 *et seq.*

The Commissioner notified The Guardian Life Insurance Company of America (Guardian) of the external review and requested the information used in making its adverse determination. After a preliminary review of the material submitted the Commissioner accepted the case on February 8, 2011.

Because medical issues are involved, the Commissioner assigned the case to an independent review organization which provided its analysis and recommendations on February 14, 2011.

II. FACTUAL BACKGROUND

The Petitioner is covered under a XXXXX group dental plan that is underwritten and administered by Guardian. His benefits are defined in a plan benefit document that serves as a certificate of coverage (the certificate).

On September 13, 2010, the Petitioner had a crown placed on tooth #19. Guardian denied coverage for the crown, stating the tooth could have been restored with a routine filling.

The Petitioner appealed Guardian's denial through its internal grievance procedure. Guardian upheld its determination and issued its final adverse determination in a letter dated November 30, 2010.

III. ISSUE

Did Guardian correctly deny coverage for Petitioner's crown under the terms of the certificate of coverage?

IV. ANALYSIS

Petitioner's Argument

In his request for external review, the Petitioner stated:

My dentist . . . informed me I needed a crown for a cracked tooth that had been filled when I was younger. Guardian refused to pay because they said I could have it filled again, as per their 3rd party dentist. . . . My dentist attempted to talk to 3rd party to defend his/my position three times to no response. I am looking to have Guardian pay their share of crown!

Respondent's Argument

In its final adverse determination Guardian advised the Petitioner:

On 10/19/10 your claim for the crown on tooth #19 done on 9/13/10, was received. Coverage for these services was denied. A licensed dentist has reviewed the clinical information submitted and determined that this tooth does not appear to have decay or injury that would require a crown, inlay, onlay or veneer. . . .

While Guardian did not assert that tooth #19 needed a crown, it did apply the certificate's alternative benefit provision as follows (p. 4):

In cases in which there is more than one appropriate Course of Treatment possible, the Plan Benefit payment will be based upon the lowest cost appropriate treatment. If you and your Dentist decide on personalized restorations or to employ specialized techniques for dental services rather than commonly accepted standard dental procedures, the Plan Benefits provided will be limited to the Plan Benefit for the standard procedures for dental services, as reasonably determined by XXXXX.

Under this provision, Guardian covered the equivalent of a two-surface amalgam restoration for tooth #19. Guardian approved \$79 for that procedure and, after applying a \$50 deductible and 50% copayment, paid \$14.50 to the Petitioner's dentist.¹

Guardian maintains that its processing of the claim for the crown was in compliance with the terms of the certificate.

Commissioner's Review

The certificate (p. 18) has the following provisions regarding the placement of crowns:

Limitations

* * *

10. Crowns will be provided only if there is sufficient tooth structure to retain an amalgam, silicate, or plastic restoration.
11. Crowns and bridgework will be provided in the presence of sufficient breakdown or decay, and adequate bone support.

* * *

Exclusions

1. . . . [P]rocedures which are not Medically Necessary . . .

The question of whether it was medically (i.e., dentally) necessary to place a crown on tooth #19 was presented to an independent medical organization (IRO) for review. The IRO reviewer assigned to this case is a member of the American Dental Association and the American Academy of Craniofacial Pain and has an active clinical practice. The IRO report concluded:

It is the determination of this reviewer that the crown on tooth #19 was not medically necessary for [the Petitioner's] condition.

Clinical Rationale for the Decision

Tooth #19 does not appear to have substantial decay or injury that would require the placement of a crown. The radiograph supplied for review of Tooth #19 displays a restoration involving not more than 30% of the overall clinical crown with substantial remaining tooth structure.

* * *

The preservation of a patient's natural tooth structure is perhaps the most important duty of a dentist. Only when there is substantial breakdown of supporting tooth structure, i.e. breakdown that precludes the use of

¹ The dentist's charge for the crown was \$810.

conservative restoration materials, should an individual crown be required. [Endnotes omitted] Per the documentation submitted for review, Tooth #19 had substantial remaining tooth structure; therefore, a crown for this tooth was not medically necessary per the current standard of care.

The Commissioner is not required in all instances to accept the IRO's recommendation. However, a recommendation from the IRO is afforded deference by the Commissioner. In a decision to uphold or reverse an adverse determination, the Commissioner must cite "the principal reason or reasons why the Commissioner did not follow the assigned independent review organization's recommendation." MCL 550.1911(16) (b). The IRO's analysis is based on experience, expertise, and professional judgment. The Commissioner can discern no reason why the IRO's recommendation should be rejected in the present case.

The Commissioner finds that Guardian's denial of coverage for a crown on tooth #19 and its coverage of an amalgam restoration as an alternate treatment were consistent with the terms of the certificate.

V. ORDER

The Commissioner upholds Guardian Life Insurance Company's November 30, 2010, final adverse determination. Guardian is not responsible for covering claim for the crown on tooth #19.

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 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.

R. Kevin Clinton
Commissioner