

III. ISSUE

Did Ameritas properly deny coverage for the Petitioner's vision examination?

IV. ANALYSIS

Respondent's Argument

In its final adverse determination to the Petitioner, Ameritas explained its decision:

We are upholding the original benefit determination. The group vision plan in which you are enrolled includes a Proof of Loss provision which states that written proof of loss must be reported to our office within ninety (90) days after the date of service for which a claim was being made. This plan provision is illustrated in your Certificate of Coverage under the General Provisions Section.

Since the initial claim for the vision exam performed on June 19, 2014 was not received in our office until December 2, 2014 it does not appear to be eligible for reimbursement under the terms of the contract.

Petitioner's Argument

In his request for external review, the Petitioner provides this written explanation:

Ameritas has denied payment for the covered service based solely on a provision stating that proof of loss must be reported to Ameritas within 90 days. I find that 90 day provision to be an arbitrary deadline when applied within the coverage period and that eligible claims for services received during the coverage period and submitted during the same coverage period should be paid. I am requesting that Ameritas pay the claim.

Director's Review

The certificate, under the "General Provisions" section has this proof of loss provision:

PROOF OF LOSS: Written proof of loss must be given to us within 90 days after the incurred date of the services provided for which benefits are payable. If it is impossible to give written proof within the 90 day period, we will not reduce or deny a claim for this reason if the proof is filed as soon as is reasonably possible.

This provision is based on and substantially conforms to section 3414 of the Insurance Code, MCL 500.3414, which states:

There shall be a provision as follows:

PROOFS OF LOSS: Written proof of loss must be furnished to the insurer at its said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within 90 days after the termination of the period for which the insurer is liable and in case of claim for any other loss within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

Ameritas denied the claim for the Petitioner's vision examination because proof of loss was not furnished within 90 days of the date of service as required by the certificate of coverage. The period to submit the proof of loss would have ended September 17, 2014. Ameritas states that it did not receive the claim until December 2, 2014, a fact not disputed by the Petitioner.

The Petitioner argues that the proof of loss requirement is "arbitrary" and argues that proof of loss should be considered timely if filed within the "coverage period." The proof of loss requirement is stated clearly in the certificate of coverage and is consistent with the requirements of Michigan law and, for those reasons, is not arbitrary. The Director finds no basis for reversing Ameritas' final adverse determination.

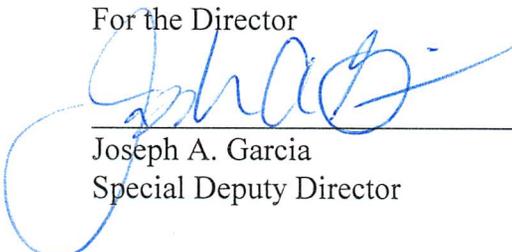
V. ORDER

The Director upholds Ameritas Life Insurance Corp.'s final adverse determination of February 23, 2015. Ameritas is not required to provide reimbursement for the Petitioner's June 19, 2015 vision exam.

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 Department of Insurance and Financial Services, Office of General Counsel, P.O. Box 30220, Lansing, MI 48909-7720.

Annette E. Flood
Director

For the Director



Joseph A. Garcia
Special Deputy Director