

**STATE OF MICHIGAN**  
**DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES**  
**Before the Director of Insurance and Financial Services**

**In the matter of:**

██████████,  
**Petitioner,**

**v**

**File No. 152364-001**

**Blue Cross Blue Shield of Michigan,**  
**Respondent,**

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**Issued and entered**  
**this 23<sup>rd</sup> day of March 2016**  
**by Randall S. Gregg**  
**Special Deputy Director**

**ORDER**

**I. PROCEDURAL BACKGROUND**

██████████ (Petitioner) was dissatisfied with the decision of his health insurer, Blue Cross Blue Shield of Michigan (BCBSM), to apply a copayment to each of two emergency department visits in August 2015.

On February 26, 2016, ██████████, the Petitioner's authorized representative, filed a request with the Director of Insurance and Financial Services for an external review of BCBSM's decision under the Patient's Right to Independent Review Act, MCL 550.1901 *et seq.* The Director accepted the request on March 4, 2016.

The Petitioner receives health care benefits through a group plan underwritten by BCBSM. The Director immediately notified BCBSM of the external review request and asked for the information it used to make its final adverse determination. BCBSM responded on March 8, 2016.

The issue in this external review can be decided by a contractual analysis. The Director reviews contractual issues pursuant to MCL 550.1911(7). This matter does not require a medical opinion from an independent review organization.

## II. FACTUAL BACKGROUND

The Petitioner's health care benefits are described in BCBSM's *Community Blue Group Benefits Certificate LG* (the certificate). *Rider CB-ET \$250 Community Blue Emergency Treatment Copayment Requirement* (the rider) amends the certificate to increase the copayment for emergency room services to \$250.00.

On August 22, 2015, the Petitioner went to the emergency department of [REDACTED], Michigan, because he was losing sight in his right eye. After an initial examination it was determined that he could not be treated there and he was sent to emergency department of the University of Michigan Hospital in Ann Arbor, Michigan, where he was seen early in the morning of August 23, 2015. BCBSM applied a \$250.00 copayment to each emergency department visit.

The Petitioner appealed BCBSM's decision to apply two copayments through BCBSM's internal grievance process. At the conclusion of that process, BCBSM issued a final adverse determination dated December 28, 2015, affirming its decision. The Petitioner now seeks a review of that final adverse determination from the Director.

## III. ISSUE

Did BCBSM correctly apply two copayments for the Petitioner's emergency services?

## IV. ANALYSIS

### Petitioner's Argument

In an undated letter submitted with his external review request the Petitioner wrote:

On Saturday evening, August 22, 2015 I was losing the sight in my right eye rapidly. We went to [REDACTED] (MI) at 7:30 pm, thinking I might have a detached retina. After some tests, the emergency room doctor confirmed that I needed to see an eye doctor but didn't know what the problem was and there was no eye doctor there and tried to contact one. He let us know that there were eye doctors at the University of Michigan emergency room 24/7, he contacted them and we headed to Ann Arbor. We left the [REDACTED] emergency room about 10:00 pm and arrived at the University of Michigan emergency room in Ann Arbor about midnight. [REDACTED] provided us a packet of forms to give to the U of M emergency room.

I was then seen by two eye doctors and it took until about 5:30 am Sunday, August 23, 2015 to determine that the retina was completely detached and instead of doing surgery that night wanted to wait until Monday for their A team to do the

surgery to reattach the retina. Surgery was scheduled and performed on Monday, August 24, 2015.

Because the first emergency room we went to could not help us and directed us to another emergency room with the doctors we needed to see, I don't understand why I would need to pay 2 separate co pays of \$250 for this one issue. I'm not sure how I would have known not to go to Gratiot Medical Center our local emergency room and go directly to U of M emergency when looking of an eye doctor.

### BCBSM's Argument

In its final adverse determination, BCBSM explained to the Petitioner's authorized representative:

. . . After review, I must maintain the copayments for the emergency room visits. Emergency room services are subject to a \$250.00 copayment under your contract. On the dates of service, there were two separate visits to the emergency room. As a result, you remain liable for the contractual copayments totaling \$500.00 for the emergency room visits.

You are covered by the *Community Blue Group Benefit Certificate*. On page 13 of the *Certificate* under **Section 2: What You Must Pay**, it states you are required to pay a copayment for covered services by in-network providers. Your *Certificate* is amended by *Rider CB-ET \$250 Community Blue Emergency Treatment Copayment Requirement*. The *Rider* amended your *Certificate* to require a \$250.00 copayment for each emergency room visit.

As you confirmed during our phone conversation on December 4, 2015, your husband did receive services at both facilities for emergency room services. I understand your concern regarding your liability and that your husband was directed to go to the University of Michigan emergency room. However, we must process claims according to the terms of your contract. Because your husband received emergency services at both facilities, [REDACTED], and University of Michigan Health System, and the providers billed for two separate services, each emergency room visit is subject to the contractual copayment. You remain liable for the copayment as required under your contract.

### Director's Review

The rider says:

**The "What You Must Pay" section of your certificate is amended to increase the copayment requirement for emergency room services to the following:**

You must pay a **\$250** copayment per visit to treat a medical emergency in a hospital emergency room. [Emphasis added]

The copayment applies to covered facility services provided by both in-network and out-of-network providers.

**NOTE:** You do not pay this copayment if:

- You are admitted, or
- Services are required to treat an accidental injury.

The copayment is required “per visit” and the Petitioner had visits to the emergency department in two hospitals. The copayment is waived only if the patient is admitted to the hospital or the services were required to treat an accidental injury; neither of those circumstances were present in this case. Further, there is nothing in the certificate that waives the copayment if a patient in one hospital’s emergency department is referred to another hospital’s emergency department for treatment of the same condition.

The Director concludes that BCBSM correctly applied the copayment for emergency services for each visit.

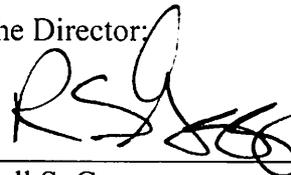
#### V. ORDER

The Director upholds BCBSM’s final adverse determination of December 28, 2015.

This is a final decision of an administrative agency. 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 Michigan county where the covered person resides or 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, Post Office Box 30220, Lansing, MI 48909-7720.

Patrick M. McPharlin  
Director

For the Director:



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Randall S. Gregg  
Special Deputy Director