

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. 152354-001

Blue Care Network of Michigan,
Respondent.

Issued and entered
this 30th day of March 2016
by **Randall S. Greg**
Special Deputy Director

ORDER

I. PROCEDURAL BACKGROUND

██████████ (Petitioner) was denied coverage for dental treatment by his health plan, Blue Care Network of Michigan (BCN).

On February 22, 2016, ██████████, the Petitioner's authorized representative and mother, filed a request with the Director of Insurance and Financial Services for an external review of that denial under the Patient's Right to Independent Review Act, MCL 550.1901 *et seq.* The request was initially incomplete but after additional information was provided it was accepted on March 14, 2016.

The Petitioner receives group health care benefits through BCN, a health maintenance organization. The Director immediately notified BCN of the external review request and asked for the information it used to make its final adverse determination. BCN responded on March 15, 2016.

The issue in this external review can be decided based on an analysis of the contract that defines the Petitioner's health care benefits. The Director reviews contractual issues under MCL 500.1911(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 the *BCN Classic for Large Groups Certificate of Coverage* (the certificate).

The Petitioner was injured in a moped accident on May 11, 2015. He suffered lacerations and abrasions to his face and lip and damage to his teeth.

On May 22, 2015, the Petitioner began dental treatment on his damaged teeth, including root canal therapy and a fixed bridge on teeth #8 - #10. The charge for these services was \$2,980.00. BCN denied coverage for this care, saying it was not a benefit under the Petitioner's plan.

The Petitioner appealed the denial through BCN's internal grievance process. At the conclusion of this process, BCN issued a final adverse determination dated January 21, 2016, upholding the denial. The Petitioner now seeks a review of that final adverse determination from the Director.

III. ISSUE

Did BCN correctly deny coverage for the Petitioner's dental care related to his accident?

IV. ANALYSIS

Petitioner's Argument

The Petitioner's authorized representative submitted a letter with the external review request which said:

On May 11, 2015 my son . . . was injured in a single vehicle moped accident. He was immediately taken to [the] emergency room. He was treated for injury including facial lacerations and abrasions. He received stiches to his upper lip. In addition, dental injury was severe but not treated.

On May 12, 2015, the next day he was seen by our dentist. . . . [The dentist] determined because of the wounds' extent and freshness (mouth was extremely swollen) and the proximity of the stiches nothing could be done at that time.

Over the course of the next ten days periodic appointments with [the dentist] occurred. [The dentist] determined nothing more could be done for reasons stated above. On May 22 the first repair services began by [the dentist].

Our position is that because of the nature and location of my son's injuries nothing could have or should have (in his best interest) been done within 72 hours of the original injury as require by policy.

The Petitioner believes that BCN should cover the dental care related to his injury.

Respondent's Argument

In its final adverse determination, BCN wrote:

Our step two grievance panel . . . reviewed your request for payment of . . . dental services. The Panel has maintained the denial because BCN only covers services provided within 72 hours of the original injury.

Director's Review

The certificate provides very little coverage for dental services. The limited dental benefits are described in subsection 8.23, "Oral Surgery" (p. 51):

Oral surgery and X-rays are covered only when BCN Preauthorizes them for:

- Treatment of fractures or suspected fractures of the jaw and facial bones and dislocation of the jaw;
- Oral surgery and dental services necessary for immediate repair of trauma to the jaw, natural teeth, cheeks, lips, tongue, roof and floor of the mouth.

NOTE: "Immediate" means treatment within 72 hours of the injury. Any follow-up treatment performed after the first 72 hours post-injury is not covered. [Underlining added]

- Anesthesia covered in an Outpatient Facility setting when Medically Necessary and Preauthorized by BCN; and
- Medically Necessary surgery for removing tumors and cysts within the mouth.

* * *

Exclusions include but are not limited to:

- Anesthesia administered in an office setting;
- Rebuilding or repair for cosmetic purposes;
- Orthodontic treatment even when provided along with oral surgery;
- Surgical preparation for dentures;
- Routine dental procedures; and

- Surgical placement of dental implants including any procedure in preparation for the dental implant such as bone grafts.

The certificate also has this exclusion (pp. 61-62):

9.14 Dental Services

We do not cover dental services and procedures including but not limited to the following:

* * *

- Initial evaluation and services when obtained later than 72 hours after the injury or traumatic occurrence. . . .

These provisions make clear that any covered dental care required because of an accident or injury must be rendered within 72 hours of the incident. The Petitioner's injury occurred on May 11, 2015. The root canal therapy and bridgework did not begin until May 22, 2015, well over 72 hours after the moped accident. There is nothing in the certificate that requires BCN to make an exception to the 72 hour limit, even if, as in this case, treatment could not be performed within 72 hours because wounds had not healed.

The Director finds that BCN's denial of coverage for Petitioner's dental care following his accident was consistent with the terms and conditions of the certificate.

V. ORDER

The Director upholds BCN's January 21, 2016, final adverse determination.

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 Michigan 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, Post Office Box 30220, Lansing, MI 48909-7720.

Patrick M. McPharlin
Director

For the Director:



Randall S. Gregg
Special Deputy Director