

[REDACTED] where she was treated and released. HAP provided coverage but applied a \$250.00 emergency treatment copayment.

The Petitioner appealed the copayment charge through HAP's internal grievance process. At the conclusion of that process, HAP maintained its decision and issued a final adverse determination on August 20, 2015. The Petitioner now seeks a review of that adverse determination from the Director.

III. ISSUE

Did HAP correctly apply a \$250.00 copayment to the Petitioner's emergency room services?

IV. ANALYSIS

Respondent's Argument

In its final adverse determination, HAP explained its benefit determination:

As stated in your HMO Non-Group Subscriber Contract, you are responsible for paying any Copayment, Coinsurance, Deductible, Out-of-Pocket Maximum and any other cost-sharing amounts for Covered Services established in all applicable Riders and the Schedule of Benefits. According to Rider E050 and your Summary of Benefits and Coverage, you have a \$250 copay for emergency room services. Please note that the only time the emergency room services will be waived, is when you are admitted to the hospital. You were not admitted to [REDACTED], so the \$250 emergency room copay is upheld.

Petitioner's Argument

In her request for external review the Petitioner wrote:

My insurance policy requires the payment of a \$250 co-pay for emergency room treatment. This co-pay is only waived in the event of an ER visit with subsequent hospital admission.

Since I was treated at the ER and not admitted to the hospital afterward, HAP is charging me the \$250 Emergency Room co-pay.

I am appealing this charge for the following reasons:

1. I sought treatment at the Emergency Room on the medical advice provided by my physician's nurse.
2. The Emergency Room doctor also stated that I should have sought treatment at the Emergency Room.
3. The holiday weekend clinic closures meant that I had nowhere else to seek treatment but a [REDACTED] emergency room.

Additionally, I understand that the imposition of a costly Emergency Room visit co-pay is intended to prevent policy holders from seeking ER treatment for routine medical concerns such as upper respiratory infections, minor injuries, flu, and the like.

However, common sense must prevail in situations necessitating urgent medical care and evaluation such as animal bites, particularly the deep puncture wounds of cat bites, that can involve exposure to rabies and other organisms leading to infection and other medical complications.

There are urgent medical situations requiring Emergency Room treatment that are not necessarily "hospital admissible" crises, and there ought to be some common-sense evaluation of such emergency-room visits with the possibility of waiving HAP's \$250 ER co-pay.

It is my belief that my cat-bite situation falls under this rubric, and that application of the \$250 ER co-pay in this circumstance is unwarranted and unethical, particularly since I relied on the medical advice of a [REDACTED] medical professional. Her judgment regarding my ER visit was reiterated by the treating physician.

Director's Review

Rider E050 amends the subscriber contract to require a \$250.00 copayment for emergency department treatment. The only time the copayment is waived is when the member is admitted as an inpatient. The Petitioner was not admitted as an inpatient, therefore, the emergency room copayment applies. HAP is not required to waive the emergency room copayment under the circumstances in this case. Therefore, the Director finds that HAP's application of the copayment was in accord with the terms of the Petitioner's coverage.

V. ORDER

The Director upholds HAP's final adverse determination of August 20, 2015.

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

Patrick M. McPharlin
Director

For the Director:



Randall S. Gregg
Special Deputy Director