

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. 148204-001

Time Insurance Company,
Respondent.

Issued and entered
this 30th day of June 2015
by Randall S. Gregg
Special Deputy Director

ORDER

I. PROCEDURAL BACKGROUND

On June 8, 2015, ██████████ (Petitioner) filed a request with the Director of Insurance and Financial Services for an external review under the Patient's Right to Independent Review Act, MCL 550.1901 *et seq.*

The Petitioner has dental care coverage under an individual policy that is underwritten by Time Insurance Company (Time). The Director notified Time of the external review and requested the information it used to make its adverse determination. Assurant Health, which administers Time's products, furnished the information on June 11, 2015. After a preliminary review of the material submitted, the Director accepted the case on June 15, 2015.

The issue here 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 dental benefits are defined in a dental indemnity insurance policy issued by Time (the policy). The policy was effective on June 1, 2013.

The Petitioner received preventive dental care on January 20, 2015 (procedure code D1110, "prophylaxis -adult"). Time denied coverage, saying no benefit was available because the service was provided within 150 days of the last preventive service.

The Petitioner appealed the denial through Time's internal grievance process. At the conclusion of that process, Time affirmed its denial in a final adverse determination dated May 7, 2015. The Petitioner now seeks a review of that final adverse determination from the Director.

III. ISSUE

Did Time correctly deny coverage for the Petitioner's January 20, 2015 cleaning?

IV. ANALYSIS

In her request for external review, the Petitioner wrote:

I thought my benefits were 2 cleaning per calendar year but I called to verify and so did my dentist office before my appointment. We were both told it would be covered. I called on the day of the appointment, the girl at the ins[urance] company knew I had an app[ointment]t that day & said yes it would be paid.

In its final adverse determination to the Petitioner, Time explained its benefit determination:

. . . You requested a review of the way we processed the claim for dental preventive services provided . . . on January 20, 2015. Benefits for this dental preventive service were not available because a dental preventive benefit was previously provided within 150 days of January 20, 2015. You indicate that this processing was inconsistent with information you received from one of our representatives during a phone call on January 20, 2015.

The Exclusions and Limitations section of your dental plan states, in part, "Exclusions: We will not pay benefits for any of the following: . . . 4. Dental Preventive Benefits when there is less than 150 calendar days between the dates of service for Dental Preventive Services."

Our records show dental preventive services were provided for you . . . on September 30, 2014. An Explanation of Benefits statement for these services was sent to you October 3, 2014. This Explanation of Benefits statement included a Reason Code Description stating, in part, "IM: THE POLICY PAYS A PREVENTIVE/WELLNESS BENEFIT EVERY 150 DAYS UP TO 2 TIMES PER CALENDAR YEAR. THE MAXIMUM BENEFIT HAS BEEN PAID FOR THIS DATE OF SERVICE OR HAS BEEN PROVIDED WITHIN THE PAST 150 DAYS." A copy of this Explanation of Benefits statement has been enclosed for your convenience. Because the dental preventive services provided on January 20, 2015 were within 150 days of the dental preventive services provided on September 30, 2014, benefits are not available for the services provided on January 20, 2015.

As part of our review of your appeal, we reviewed your phone call from January 20, 2015. You called to verify whether your dental plan was active after previously receiving information from your dentist's office that indicated you no longer had dental coverage.

Our representative informed you that your dental coverage was active and was paid to February 1, 2015. You requested your dental plan be terminated effective February 1, 2015 because you had obtained dental coverage with another company effective February 1, 2015. Our representative provided you with a phone number that your dental provider could call to verify coverage. During the phone call, there were no questions or discussion regarding specific benefits available under your dental plan.

This matter was reviewed by our Grievance Panel on April 27, 2015. The Grievance Panel determined that the denial of benefits for dental preventive services on January 20, 2015 will be maintained under the terms of your dental plan. Therefore, no benefits are available.

The policy's schedule (p. 2) says:

We will pay one Dental Preventive Benefit of \$75, regardless of the number of visits to a Dentist or Dental Hygienist or the number of services received, every 150 calendar days. Dental Preventive Benefits are limited to a maximum benefit of \$150 per Calendar Year.

The Petitioner had received preventive services on September 30, 2014. Therefore, she would not be eligible for another covered preventive service until February 28, 2015. Consequently, the preventive service she received on January 20, 2015, was not a covered benefit.

The Director finds that Time's denial of coverage for the January 20, 2015, preventive dental services was consistent with the terms and conditions of her policy.

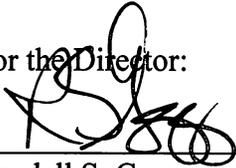
V. ORDER

The Director upholds Time Insurance Company's May 7, 2015, 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
Deputy Director