

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. 153176-001

United Healthcare Insurance Company
Respondent

Issued and entered
this 31st day of May 2016
by Randall S. Gregg
Special Deputy Director

ORDER

I. PROCEDURAL BACKGROUND

On April 11, 2016, ██████████ (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 550.1951 *et seq.* The request concerns coverage by her health insurer, United Healthcare Insurance Company (UHIC), for eyeglasses. The Petitioner's vision care benefits are described in UHIC's *Group Vision Care Certificate of Coverage*.

The Director notified UHIC of the external review request and asked for the information used to make its final adverse determination. The Director received UHIC's initial response on April 21, 2016. UHIC provided additional information on May 4, 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 benefit plan provides coverage for frames and lenses once every twelve months. On September 21, 2015, the Petitioner, through her optometrist, ordered a pair of glasses with lenses prescribed to assist the Petitioner at her job, which required extended hours working at a computer. A claim for the glasses was submitted to UHIC on October 22, 2015. UHIC approved the claim and paid \$61.23. The Petitioner was assessed a copayment of \$50.00 and additional charges for lens coating and special frames, features not covered by her UHIC vision care plan.

When the glasses arrived, the Petitioner discovered that they had progressive lenses that were not suitable for her. The glasses were returned and replaced with glasses having a different prescription. When delivered, the replacement glasses were found to have the wrong prescription. These glasses were returned but were replaced by glasses with the same, incorrect, lenses.

In December 2015, the Petitioner received a pair of progressive-lens glasses with the prescription ordered by her optometrist. The Petitioner found these glasses to be unsuitable (she was not able to wear them when she worked at her computer). She requested glasses with nonprogressive lenses. The Petitioner requested that UHIC provide payment for the most recent glasses.

UHIC indicated that it would not provide coverage. The Petitioner appealed UHIC's decision through its internal grievance process. UHIC issued a final adverse determination on March 11, 2016, affirming its position. The Petitioner now requests the Director's review of that determination.

III. ISSUE

Is UHIC required to provide coverage for the Petitioner's most recent glasses?

IV. ANALYSIS

Petitioner's Argument

In a February 28, 2016 appeal letter to UHIC (which was also submitted to the Director for this review) the Petitioner wrote:

I am requesting an appeal for the denied prescription lenses for...the original date of service September 21, 2015, **for the prescription allowance for the 2015 calendar year**. The initial computer lenses recommended by my ophthalmologist were ineffective for my type of intense daily work on a computer, a minimum nine hours daily at a double screen computer. The first reorder was requested in October 2015 by my doctor as an alternative. As noted on the enclosed letter from Design for Vision, this was a lab error in which the lab sent the incorrect lenses **twice**. After finally receiving the correct lenses on November 20, 2015, the prescription was not effective in my line of work and I was unable to tolerate the lenses for even an hour.

At this point, I requested the intermediate single vision lenses. I was informed by Design for Vision that per Spectera/United Healthcare, this would not be a covered service because Spectera/United Healthcare felt there were too many reorders. As noted in the enclosed letter from Design for Vision, two of these reorders were lab errors, not on the part of Design for Vision.

As of now, I have still not received my correct lenses allowed for the **2015** calendar year. I am currently using an obsolete pair of glasses for over 9 hours of

computer use daily and am concerned that there may be further damage due to the delay in receiving my intermediate single vision lenses. These corrective lenses are imperative for my occupation. I was informed by customer service representative that I am now eligible for 2016 prescription benefit, but by the time of my next covered annual exam, I am most certain that with the delay of the 2015 lenses due to Spectera/United Healthcare's denial, I will now require a stronger prescription at my 2016 exam. I intend to utilize my 2016 prescription benefit after my 2016 exam.

I, as well as the technician at Design for Vision have contacted Spetera/United Healthcare on numerous calls & we have been both redirected and received conflicting information as well as being frustrating over these prolonged circumstances in attempting to resolve this issue. [Emphasis in original.]

UHIC's Argument

In its final adverse determination to the Petitioner, UHIC wrote:

We reviewed the request received March 4, 2016, to reconsider our previous decision regarding the frame and lenses that you received. We understand the appeal to state you are requesting a redo of your lenses from progressive to single vision lenses....

We confirmed...that this service(s) is not eligible for payment as you requested. You are responsible for all costs related to this service(s).

- Spectera Laboratory will replace or enhance any materials due to member dissatisfaction if returned within ninety (90) days of shipment to the provider's office. All original materials must be returned with the original invoice. Add-on products that do not require new lenses such as tints, coatings, and roll/polish must be returned, for service, to the laboratory. There is a one-time replacement per materials claim. If additional member charges apply for options not on the original order, the member will be responsible for the charges. Any lens option fees collected on the original order are non-refundable.

The job originated in October 2015 and the last redo was shipped December 2015. We would not be able to do another redo on this order.

Director's Review

The vision care benefits provided under UHIC's *Group Vision Care Certificate of Coverage* provides that an individual receives coverage for frames and lenses once each year. In 2015, the Petitioner received that benefit. Because the glasses were not suitable, the Petitioner received replacement glasses under the warranty issued by the manufacturer of the glasses, Spectera Laboratory.

UHIC has created some confusion in this dispute by quoting the warranty language as part of its final adverse determination. The warranty is not a part of the Petitioner's vision care

insurance plan. The warranty was issued by the manufacturer of the glasses, Spectera Laboratory. The Director does not regulate Spectera Laboratory or its warranties and, for that reason, cannot require Spectera Laboratory to provide any compensation to the Petitioner. Nor can the Director require UHIC to provide coverage under a warranty that was not issued by UHIC and which is not a health insurance policy.

Under the Patient's Right to Independent Review Act, the Director's role is limited to determining whether an insurer has properly administered health care benefits under the terms of its policy or certificate of coverage. By issuing its payment for the Petitioner's glasses in 2015, UHIC honored its obligation under the *Group Vision Care Certificate of Coverage*.

The Director finds that UHIC is not required to provide any additional payment or coverage for the Petitioner's eyeglasses.

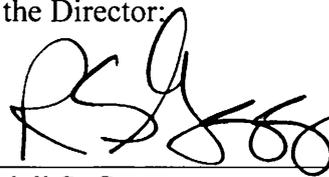
V. ORDER

United Healthcare Insurance Company's final adverse determination of March 11, 2016, is upheld.

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 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:



Randall S. Gregg
Special Deputy Director