

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. 150693-001

United Healthcare Insurance Company
Respondent

Issued and entered
this 24th day of November 2015
by Randall S. Gregg
Special Deputy Director

ORDER

I. PROCEDURAL BACKGROUND

On November 3, 2015, ██████████, authorized Representative of ██████████ (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.* After a preliminary review of the material received, the Director accepted the request on November 10, 2015.

The Petitioner receives benefits through a group plan that is underwritten by United Healthcare Insurance Company (United). The benefits are described in United's *Choice Plus* certificate of coverage and related riders and amendments. The Director notified United of the external review request and asked for the information it used to make its final adverse determination. United provided additional information on November 5, 2015.

This case presents an issue of contractual interpretation. 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

On June 3, 2015, the Petitioner was treated at the Surgical Institute of ██████████ ██████████ in ██████████. The amount charged was \$9,312.00. United paid \$1,270.40.

The Petitioner appealed United's benefit determination through its internal grievance process. At the conclusion of that process, on September 28, 2015, United issued a final adverse determination dated affirming its decision. The Petitioner now seeks a review of that final adverse determination from the Director.

III. ISSUE

Did United correctly process the claim for the Petitioner's surgery?

IV. ANALYSIS

Petitioner's Argument

In the request for external review the Petitioner's representative wrote:

United HealthCare processed claim using MNRP.¹ Surgical Institute of Michigan is out of network with UHC, however the patient's insurance card shows that they use a Multiplan network, which we are in-network with. The Multiplan network contract allows for 50% of billed charges. United HealthCare is stating that an agreement could not be made with Multiplan so that is why they used MNRP. Multiplan was contacted and stated that UHC never filed the claim to them to be priced. Showing a network on an insurance card and not honoring it is dishonest marketing tactic. If UHC will not honor the Multiplan contract it should not be indicated on the card. Surgical Institute of Michigan requests that the claim be reprocessed utilizing the Multiplan contract (allowing 50% of billed charges).

Respondent's Argument

In its final adverse determination, United wrote:

According to your Benefit Plan, Section entitled Scheduled of Benefits, this service, when received from a non-network provider is covered at 60% of eligible expenses after your non-network deductible is satisfied.

For an explanation of how your deductible and eligible expenses are determined, please refer to the Section entitled "Scheduled of Benefits" in your Benefit Plan.

The Appeals Committee reviewed your appeal. The Committee verified that an agreement could not be reached between the provider and Multiplan therefore the eligible expenses were based on the Maximum Non-Network Reimbursement Program. Per the Schedule of Benefits section, subsection entitled Expenses of your Benefit Plan:

For Non-Network Benefits, Eligible Expenses are based on either of the following:

When Covered Health Services are received from a non-Network provider, Eligible Expenses are determined based on the lesser of:

- Fees that are negotiated with the provider
- 110% of the published rates allowed by the Centers for Medicare and Medicaid Services (CMS) for Medicare for the same or similar service.

1. The Petitioner's representative does not identify or define this acronym. It likely means "maximum non-network reimbursement program," a term used by United in its final adverse determination.

- 50% of the billed charge
- A fee schedule that we develop.

Because the claim(s) for this service(s) was processed according to the above provision(s), our original determination remains unchanged, and the determination is upheld.

Director's Review

In this review, the Director will address only issues that can be resolved under the Patient's Right to Independent Review Act (PRIRA). The Petitioner may have other remedies outside of PRIRA for any complaints not dealt with in this order. Allegations of misrepresentation, for example, may be pursued in state court where more formal procedures such as witness testimony and cross-examination are available.

The Petitioner requests that the claim for the June 3, 2015 services provided by [REDACTED] be paid at the in network level. However, at the time of the Petitioner's surgery, the [REDACTED] was not a participating provider with United, a fact which the Petitioner's representative concedes in the external review request. The Petitioner's claim payment was based on the correct conclusion that the provider was not in United's network.

The Director finds that the non-network amount that United paid for the June 3, 2015 claim was consistent with the terms of the certificate.

V. ORDER

The Director upholds United Healthcare Insurance Company's September 28, 2015, final adverse determination. United is not required to pay an additional amount for the Petitioner's June 3, 2015 surgery.

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