

**IN RE :**

**AETNA U.S. HEALTHCARE, INC.**

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)  
) **CONSENT AGREEMENT**  
) **Docket No. INS 00-3012**  
)  
)

This document is a Consent Agreement, authorized by 5 Maine Revised Statutes Annotated (M.R.S.A.) § 9053(2), entered into by Aetna U.S. Healthcare, Inc. (hereafter also “*Aetna*”) and the Superintendent of the Maine Bureau of Insurance (hereafter also the “*Superintendent*” and the “*Bureau*”). Its purpose is to resolve, without resort to an adjudicatory proceeding, a violation of Bureau of Insurance Rule Chapter 850(8), as follows.

### **FACTS**

1. The Superintendent of Insurance is the official charged with administering and enforcing Maine's insurance laws and regulations.
1. Aetna has been a Maine licensed health maintenance organization (HMO), License # HMD45749, since April 10, 1996.
1. On May 10, 2000, the Bureau received complaint #2000508051 from Consumer, an enrollee under an Aetna managed health care plan. Consumer complained after Aetna denied benefits for emergency services arising under the following circumstances.
  1. On March 7, 2000, because of vaginal bleeding and dizziness, Consumer was taken by ambulance and admitted to Penobscot Bay Medical Center.
  1. Consumer's treating physician, Dr. O, arrived at the medical center and immediately ordered transfusion of two pints of blood. Upon Doctor O's orders, Consumer underwent a hysteroscopy and emergency D and C late in the afternoon of March 7 th .
  1. By letter dated April 18, 2000, Aetna informed Consumer the claim for payment received from Penobscot Bay Medical Center for its services was denied. Aetna's letter stated:

*[W]e have not received information indicating that these services were a result of a medical emergency. Unfortunately, as a result, we are unable to pay the claim at this time.*

*If you have received a referral, or have additional information that would justify reconsideration of this claim, please submit to Aetna U.S. Healthcare.*
2. On April 26 th , Consumer responded to Aetna's April 18 th letter, and copied the Bureau.
  1. On receiving a copy of Consumer's complaint on May 17 th , Aetna treated it as Consumer's first level grievance. On May 19 th , Aetna wrote to Consumer informing her it would pay for Penobscot Bay Medical Center's emergency services on March 7 and 8,

2000. On May 25 th , Aetna sent its complaint response to the Bureau, and included a copy of its May 17 letter to Consumer.

1. On June 22, 2000, the Bureau telephoned Aetna's affiliate, Northeast Grievance and Appeals, requesting copies of the claims from all of Consumer's providers for services on March 7 and 8, 2000, which Northeast promptly transmitted.

1. Bureau of Insurance Rule Chapter 850, "Health Plan Accountability", regulates the conduct of Aetna and other health care plans in the handling of benefit claims, including claims for emergency services.

1. Rule 850(8)(H)(1) requires that a health carrier pay for emergency services. The carrier shall:

*cover emergency services necessary to screen and stabilize a covered person, and shall not require prior authorization of such services if a prudent lay person acting reasonably would have believed that an emergency medical condition existed.*

2. Rule 850(5)(O) defines "emergency medical condition" as a physical or mental condition evidenced by:

*acute symptoms of sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in [serious jeopardy to health, serious bodily impairment, or serious organ or other dysfunction].*

3. Rule 850(5)(P) defines "emergency services" as:

*health care services provided in an emergency facility or setting after the onset of an illness or medical condition that manifests itself by symptoms of sufficient severity that the absence of immediate medical attention could reasonably be expected by the prudent lay person, who possesses an average knowledge of health and medicine, to result in:*

- 1) placing the enrollee's physical and/or mental health in serious jeopardy;*
- 2) serious impairment to bodily functions; or*
- 3) serious dysfunction of any bodily organ or part.*

4. Aetna notes its adherence to the "prudent lay person" standard of Rule 850(8)(H)(1), pointing to its "Emergency Criteria Policy". This Policy states that benefits are paid

*for conditions that reasonably appear to constitute an emergency based on the patient's presenting symptoms or discharge diagnosis.*

5. The claim clearly identified the subject services by Penobscot Bay Medical Center as emergency in nature, as set forth in Rule 850(O) and (P), in Rule 850(8)(H)(1), and in Aetna's own medical criteria policy.

**CONCLUSIONS OF LAW**

- 6. As described in paragraphs 10 through 15, Aetna violated Rule 850(8)(H)(1) by improperly denying a claim for services unmistakably arising from an emergency medical condition.

**COVENANTS**

- 7. A formal hearing in this complaint proceeding is waived and no appeal will be taken. This Consent Agreement is an enforceable agency action within the meaning of the Maine Administrative Procedure Act.
- 8. At the time of executing this Agreement, Aetna shall pay to the Maine Bureau of Insurance a penalty in the amount of \$500, payable to the Treasurer of the State of Maine.
- 9. In consideration of Aetna’s execution of and compliance with the terms of this Consent Agreement, the Superintendent agrees to forgo pursuing any disciplinary measure or other civil sanction for the violation described above other than those agreed to herein.

**MISCELLANEOUS**

- 10. Aetna understands and acknowledges that this Agreement will constitute a public record within the meaning of 1 M.R.S.A. § 402, will be available for public inspection and copying as provided by 1 M.R.S.A. § 408, and will be reported to the NAIC “RIRS” database.
- 11. The parties understand that nothing herein shall affect any right or interest of any person who is not a party to this Agreement.
- 12. This Agreement may be modified only by the written consent of the parties.
- 13. Aetna was informed of its right to consult with counsel of its own choice, and, in fact, has done so before executing this Agreement.
- 14. Nothing herein shall prohibit the Bureau of Insurance from seeking an order to enforce this Consent Agreement, or from seeking additional sanctions in the event Aetna does not comply with the above terms, or in the event the Bureau receives evidence that further legal action is necessary for the protection of Maine consumers.

**FOR AETNA U.S. HEALTHCARE, INC.**

By: \_\_\_\_\_  
Signature

Dated: \_\_\_\_\_, 2000

\_\_\_\_\_  
Typed Name and Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
Notary Public

**FOR THE BUREAU OF INSURANCE**

Dated: \_\_\_\_\_, 2000

\_\_\_\_\_  
**Alessandro A. Iuppa**  
**Superintendent of Insurance**

STATE OF MAINE  
KENNEBEC, ss.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
Notary Public/Attorney at Law

**FOR THE MAINE ATTORNEY  
GENERAL**

Dated: \_\_\_\_\_, 2000

\_\_\_\_\_  
**Judith Shaw Chamberlain**  
**Assistant Attorney General**

STATE OF MAINE  
KENNEBEC, ss.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
Notary Public/Attorney at Law