



STATE OF NEW YORK
DEPARTMENT OF HEALTH
P.O. Box 11729
Albany, NY 12211

Notice of Decision

Decision Date: October 15, 2015

NY State of Health Number: [REDACTED]
Appeal Identification Number: AP000000002413/ APM00000000013

[REDACTED]

Dear [REDACTED],

On September 22, 2015, your spouse appeared by telephone at a hearing on your appeal of NY State of Health Marketplace's January 17, 2015 disenrollment notice and March 12, 2015 cancellation notice.

The enclosed Decision, rendered after that hearing, is issued by the Appeals Unit of NY State of Health.

If you have questions about your Decision, you can contact us by:

- Calling the Customer Service Center at 1-855-355-5777
- Sending Mail to:
NY State of Health Appeals
P.O. Box 11729
Albany, NY 12211
- Sending a Fax to 1-855-900-5557

When contacting NY State of Health about your appeal and/or the Decision, please refer to the Appeal Identification Number at the top of this notice.

Legal Authority

We are sending you this notice in accordance with federal regulation 45 CFR § 155.545(b).

If you need this information in a language other than English or you need assistance reading this notice, we can help you. Call 1-855-355-5777 (TTY - English: 1-800-662-1220) (TTY - Spanish: 1-877-662-4886).

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NY State of Health Number: [REDACTED]
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Issue

The issues presented for review by the Appeals Unit of NY State of Health are:

Did the Marketplace properly determine that your and your spouse's enrollment in PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision ended effective February 28, 2015?

Can the Appeals Unit consider your appeal regarding the cancellation of your enrollment in your qualified health plan, purportedly because of non-payment of premiums?

Procedural History

On August 7, 2014, the Marketplace issued a confirmation of your enrollment in your platinum plus plan. Your premium responsibility at that time was listed as \$667.37 per month.

On November 8, 2014, the Marketplace issued a notice stating that it was time to renew your health insurance for 2015. That notice stated that based on information from federal and state sources, you and your spouse qualified for a tax credit of up to \$481.33 per month and help paying your share of out-of-pocket costs, effective January 1, 2015. It further stated that you and your spouse were re-enrolled in PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision, effective January 1, 2015, and the cost for this coverage would be \$1,075.76 per month, *before* any of the tax credit is applied. The notice stated that if there was a mistake about the health plan you were re-

enrolled into, you must make changes in your account between November 16, 2014 and December 15, 2014 for the changes to be effective January 1, 2015.

On December 14, 2014, the Marketplace issued a notice confirming you and your spouse's enrollment, as of November 22, 2014, in PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision. The notice also stated that while you were eligible to receive up to \$481.32 per month in APTC, you elected to receive only \$258.00 of that amount, resulting in a monthly premium responsibility of \$817.76 per month. The notice also informed you that your coverage could start as early as January 1, 2015 provided you paid your first month's premium on time.

No updates were made to your account by December 15, 2014.

On January 17, 2015, the Marketplace sent you a notice confirming your request on January 16, 2015 to end insurance with PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision for you and your spouse. The notice further stated that you would no longer have coverage with this plan, effective February 28, 2015.

Also on January 17, 2015, the Marketplace issued a notice confirming enrollment with SilverPlus-S2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision for you and your spouse. The notice also informed you that your coverage could start as early as March 1, 2015 provided you paid your first month's premium on time. After the application of the maximum monthly tax credit amount, your premium responsibility was \$316.32 per month.

On March 12, 2015, the Marketplace issued a cancellation notice stating that coverage with SilverPlus-S2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision for you and your spouse had been cancelled effective March 1, 2015 because the initial premium payment had not been received by the plan provider.

On April 14, 2015, you spoke with the Marketplace's Account Review Unit and appealed the January 17, 2015 disenrollment notice insofar as it ended your coverage with PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision on February 28, 2015, and not January 1, 2015. You also appealed the March 12, 2015 cancellation notice insofar as it terminated the health plan enrollment for you and your spouse.

On September 22, 2015, you had a telephone hearing with a Hearing Officer from the Marketplace's Appeals Unit. At that time, your spouse appeared on your behalf. The record was developed during the hearing and left open for up to 15 days to provide you an opportunity to submit supporting evidence.

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On September 24, 2015, the Marketplace's Appeals Unit received your supporting evidence via facsimile, which included copies of your billing statements from MetroPlus Health Plan for the months of January, February, and March 2015. These documents were collectively marked as Appellant's Exhibit 1 and incorporated into the record. The record is now closed.

Findings of Fact

- 1) The record reflects that you and your spouse were enrolled in PlatinumPlus-P2 through the Marketplace from September 1, 2014 to December 31, 2014. Your spouse testified that you paid your premiums every month.
- 2) The record reflects that you and your spouse were automatically renewed in the same plan for the 2015 coverage year.
- 3) Your spouse testified that neither you, nor your spouse, received any notices from the Marketplace informing you that your monthly premium would change for the 2015 coverage year. Your spouse further testified that neither you, nor your spouse, saw the notices from the Marketplace until you regained access to your Marketplace account.
- 4) The record reflects that you elected to receive all information from the Marketplace via regular mail. There is no evidence that any notices have been returned as undeliverable.
- 5) Your spouse testified that neither you nor your spouse, were aware that you must update your application until you received a bill from MetroPlus in January 2015.
- 6) You provided evidence that you were billed for your coverage through MetroPlus with PlatinumPlus-P2 for the months of January and February 2015. You further provided evidence that your coverage changed to SilverPlus-S2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision through MetroPlus, effective March 2015. (Appellant's Exhibit 1, September 24, 2015).
- 7) According to the evidence provided, the unpaid premiums for January and February 2015 were added to the premium payment for March 2015 (Appellant's Exhibit 1, September 24, 2015).
- 8) Your spouse testified that you paid the premium for March 2015, but not the premiums for January or February 2015. Your spouse further testified that neither you, nor your spouse, used the coverage for January or February 2015.

- 9) Your spouse testified that you spoke to a Marketplace representative on January 16, 2015 to cancel the platinum-level plan, and enroll in the silver-level plan. Your spouse further testified that you both believed that neither person was covered by any insurance for the months of January and February 2015 due to information provided by the Marketplace representative.
- 10) According to the recorded phone call on January 16, 2015, you requested to change the metal level of your plan from platinum to silver. During this same conversation, the Marketplace representative informed you that your silver-level coverage would begin effective March 1, 2015.
- 11) Your spouse testified, and the record reflects, that your joint enrollment was terminated by the health plan due to non-payment of premiums, effective March 1, 2015.
- 12) Your spouse testified that you are both seeking to be re-enrolled in your health plan.

Conflicting evidence, if any, was considered and found to be less credible than the evidence noted above.

Applicable Law and Regulations

The Marketplace must permit an enrollee to terminate his or her coverage with a qualified health plan (QHP), including when an enrollee obtains minimum essential coverage, with appropriate notice to the Marketplace or QHP (45 CFR § 155.430(b)(1), (d)).

For enrollee-initiated terminations, the last day of coverage is either:

- 1) The termination date specified by the enrollee, if the enrollee provides reasonable notice (at least 14 days before the requested termination date);
- 2) Fourteen days after the enrollee requests the termination, if they do not provide reasonable notice; or
- 3) On a date on or after the date the enrollee requests the termination, if the enrollee's qualified health plan issuer and the enrollee agree to such a date

(45 CFR § 155.430(d)(2)(i)-(iii)).

Appealable Issues

An applicant has the right to appeal: (1) an eligibility determination, including the amount of advance payments of the premium tax credit and level of cost-sharing reductions (CSR), (2) a redetermination of eligibility, including the amount of advance payments of the premium tax credit and level of CSR, (3) an eligibility determination for an exemption, (4) a failure by the Exchange to provide timely notice of an eligibility determination and (5) a denial of a request to vacate dismissal made by the NY State of Health Appeals Unit (45 CFR § 155.505).

Legal Analysis

The first issue is whether the Marketplace properly determined that your enrollment in PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision (PlatinumPlus-P2) terminated effective February 28, 2015.

On December 14, 2014, the Marketplace issued a notice confirming you and your spouse's enrollment in PlatinumPlus-P2, as of November 22, 2014. The notice further stated that if you had a premium responsibility, you must pay the monthly premium before your coverage could begin. If you did not pay your premium, you might not have health coverage.

Your spouse testified that neither you, nor your spouse, received this notice or any other notices regarding your coverage for 2015.

The record indicates that the renewal notice was issued to the address you have listed on your Marketplace account, and there is no indication that any of the notices issued to you were returned to the Marketplace as undeliverable.

Your spouse testified that you did not pay any premium to MetroPlus for the PlatinumPlus-P2 coverage for the months of January and February 2015. Because you did not pay your first premium, your coverage in PlatinumPlus-P2 never went into effect.

Therefore, the disenrollment notice issued on January 17, 2015 is MODIFIED to say you had no coverage with PlatinumPlus-P2 effective January 1, 2015.

However, at the hearing, your spouse testified that you and your spouse's MetroPlus enrollment with SilverPlus-S2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision was terminated due to non-payment of premiums.

The New York State of Health Appeals Unit only has the authority to review issues related to the following: (1) an eligibility determination, including the

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amount of advance payments of the premium tax credit and level of cost-sharing reductions, (2) a redetermination of eligibility, including the amount of advance payments of the premium tax credit and level of cost-sharing reductions, (3) an eligibility determination for an exemption, (4) a failure by the Exchange to provide timely notice of an eligibility determination and (5) a denial of a request to vacate dismissal made by the New York State of Health Appeals Unit.

Since the Appeals Unit is not given the authority to review termination of enrollment due to non-payment of premiums, we cannot reach the merits as to whether or not you were properly terminated from your health plan for non-payment of premiums.

However, because this decision may affect your health plan's termination of your coverage for the purported failure to pay premiums, your case will be referred back to the Marketplace for further review.

Decision

The January 17, 2015 disenrollment notice is MODIFIED to say you have no coverage with PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision effective January 1, 2015.

You no longer have coverage with PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision for the months of January and February 2015 and should not be charged a premium for this coverage.

The Appeals Unit does not have the authority to address your qualified health plan termination due to non-payment of premiums.

However, because this decision may affect your health plan's termination of your coverage for the purported failure to pay premiums, your case will be referred back to the Marketplace for further review.

Effective Date of this Decision: October 15, 2015

How this Decision Affects Your Eligibility

Your coverage through PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision terminated effective January 1, 2015.

Because this decision may affect your health plan's termination of your coverage for the purported failure to pay premiums, your case will be referred back to the Marketplace for further review.

If You Disagree with this Decision (Appeal Rights)

If you need this information in a language other than English or you need assistance reading this notice, we can help you. Call 1-855-355-5777 (TTY - English: 1-800-662-1220) (TTY – Spanish: 1-877-662-4886).

This Decision is final unless you submit an appeal request to U.S. Department of Health and Human Services or bring a lawsuit under New York Civil Practice Law and Rules, Article 78.

You may bring a lawsuit on any Appeals Unit decision in New York State court in accordance with Article 78 of the New York Civil Practice Law and Rules. This must be done within four months after the date of the Decision Date, which appears on the first page of this Decision.

Additionally, Appeals Unit decisions on issues involving eligibility for qualified health plans, advance premium tax credits, and cost-sharing reductions may be appealed to the U.S. Department of Health and Human Services. This must be done within 30 days of the date of the Decision Date, which appears on the first page of this Decision (45 CFR § 155.520(c)).

If you wish to be represented by an attorney in bringing an outside appeal and do not know how to go about getting one, you may contact legal resources available to you. You may, for example, contact the local County Bar Association, Legal Aid, or Legal Services.

If You Have Questions about this Decision (Customer Service Resources):

You can contact us in any of the following ways:

- By calling the Customer Service Center at 1-855-355-5777
- By mail at:
NY State of Health Appeals
P.O. Box 11729
Albany, NY 12211
- By fax: 1-855-900-5557

Summary

The January 17, 2015 disenrollment notice is MODIFIED to say you have no coverage with PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision effective January 1, 2015.

You no longer have coverage with PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision for the months of January and February 2015 and should not be charged a premium for this coverage.

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The Appeals Unit does not have the authority to address your qualified health plan termination due to non-payment of premiums.

However, because this decision may affect your health plan's termination of your coverage for the purported failure to pay premiums, your case will be referred back to the Marketplace for further review.

Your coverage through PlatinumPlus-P2, NS, INN, Dep25, Pediatric and Adult Dental, Adult and Pediatric Vision terminated effective January 1, 2015.

Because this decision may affect your health plan's termination of your coverage for the purported failure to pay premiums, your case will be referred back to the Marketplace for further review.

Legal Authority

We are sending you this notice in accordance with federal regulation 45 CFR § 155.545(a).

A Copy of this Decision Has Been Provided To:

[REDACTED]

[REDACTED]