

323 West Main Street, WFP-8C  
Louisville, KY 40202

March 31, 2015

Andrea L Ansman

Louisville, KY

RE: Employee Name: Chris Ansman  
Patient Name: Andrea L Ansman  
I.D. Number:   
Policy Number:   
Date of Review Decision: March 31, 2015

Requested Services: Inpatient Admission

Subject: Nonapproval of Services

Dear Andrea L Ansman:

This letter is notice of an adverse benefit determination. It has important information that you should retain for your records.

Humana values our relationships with our members, and our goal is to provide exceptional customer service.

We received a request to review inpatient level of care service(s) provided to you on March 30, 2015 by Norton Womens and Kosair, 4001 Dutchmans Ln, Louisville, KY 40207. **We have denied this request after thoroughly reviewing all available information.**

This decision was based on:  
A physician review. Not a covered benefit according to your Policy/Certificate.

Your Policy/Certificate states:

### 7. GENERAL EXCLUSIONS

Below is a list of limitations and exclusions on *policy* benefits. Please review the entire document, as there may be multiple limitations applying to a particular *service*. These limitations and exclusions apply even if a *healthcare practitioner* has performed or prescribed a medically appropriate *service*. This does

not prevent *your healthcare practitioner* from providing or performing the *service*, however, the *service* will not be a *covered expense*.

Unless specifically stated otherwise, no benefits will be provided for, or on account of, the following items:

14. *Services* relating to a *sickness* or *bodily injury* incurred as a result of the *covered person*:
- a. Being intoxicated, as defined by applicable state law in the state in which the loss occurred; or
  - b. Being under the influence of illegal narcotics or controlled substance unless administered or prescribed by a *healthcare practitioner*;

### 13. DEFINITIONS

The following are definitions of terms as they are used in this *policy*. Defined terms are printed in *italic* type wherever found in this *policy*.

**Bodily injury** means bodily damage other than *sickness*, including all related conditions and recurrent symptoms, resulting from sudden, violent, external physical trauma which could not be avoided or predicted in advance. The *bodily injury* must be the direct cause of the loss, independent of disease, bodily infirmity or any other cause. Bodily damage resulting from infection or muscle strain due to athletic or physical activity is considered a *sickness* and not a *bodily injury*.

**Covered expense** means a *medically necessary* expense, based on the *maximum allowable fee* for *services* incurred by a *covered person* which were ordered by a *healthcare practitioner*. To be a *covered expense*, the *service* must not be *experimental*, *investigational* or *for research purposes* or otherwise excluded or limited by this *policy* or by any amendment or rider.

**Covered person** means anyone eligible to receive *policy* benefits as a *covered person*. Refer to the "Schedule of Benefits" for a complete list.

**Healthcare practitioner** means a practitioner, professionally licensed by the appropriate state agency, to diagnose or treat a *bodily injury* or *sickness*, and who provides *services* within the scope of that license. A *healthcare practitioner's services* are not covered if the practitioner resides in the *covered person's* home or is a *family member*.

**Policy** means this document, together with any amendments, riders and endorsements which describe the agreement between *you* and *us*.

**Services** means procedures, *surgeries*, consultations, advice, diagnosis, referrals, treatment, supplies, drugs, devices or technologies.

**Sickness** means disturbance in function or structure of the *covered person's* body which causes physical signs or symptoms which, if left untreated, will result in a deterioration of the health state of the structure or system(s) of the *covered person's* body.

KYHHJM8HH

If your plan is governed by ERISA and you want a court to review our final decision, you may file civil action under Section 502 (a) of the Employee Retirement Income Security Act (ERISA). Be sure to follow the following apply:

- Your plan is governed by ERISA;
- You have exhausted your ERISA appeal rights; and
- Your claim was not approved on appeal

We remain concerned about your health. There may be other alternative benefits depending upon your condition and the terms of your contract. Please consult with your physician. We will promptly review any treatment alternatives you submit.

If you would like to contact our office regarding this or have any questions about the review process, call us at 1-800-833-6917. If you use a TTY, call 711. Our Customer Care specialists are available to help you 8 a.m. – 6 p.m., Monday through Friday.

Sincerely,

Humana Health Plan Inc.  
Clinical Intake Team



Medical Director

MC

cc: Norton Womens and Kosair  
4001 Dutchmans Ln  
Louisville, KY 40207

  
3900 Kresge Way  
Louisville, KY 40207

**P.S.** You can find immediate, 24-hour access to health and wellness information and your claims, benefits and a list of providers in your area on *MyHumana*, your secure website on **Humana.com**. If you haven't registered yet, go to **Humana.com** and click on "Register for *MyHumana*" to get started.

According to the provisions of your Policy/Certificate, there is no coverage for services related to sickness received due to intoxication (the condition of being drunk). Based on available information you admitted to Norton Womens and Kosair for treatment of decrease blood pressure and liver failure. After a clinical assessment laboratory test provided states you had an elevated alcohol level, this is a contractual exclusion on your Policy/Certificate for being intoxicated. Therefore, your admission to Norton Womens and Kosair for treatment on March 30, 2015 will not be covered due to you being intoxicated at the time of sickness.

You may obtain any documents, records, and other information relevant to the claim. Also, upon request, we'll send you a copy of any guideline, criteria, or clinical rationale we relied on, free of charge. You can also request the diagnosis and treatment codes and descriptions. Please send your written request to the address below:

Humana Health Plan Inc.  
Clinical Intake Team  
323 West Main Street, WFP-8C  
Louisville, KY 40202

### IMPORTANT INFORMATION ABOUT YOUR APPEAL RIGHTS

#### What if I don't agree with this decision?

If you do not agree with this determination, you, your provider or the facility providing the service may request an appeal. Follow these steps when you need information or want to file an appeal.

CONTACT US WHEN YOU:

- Do not understand the reason for the denial;
- Do not understand why the service was not approved;
- Cannot find the applicable provision in your Benefit Plan Document;
- Disagree with the denial and you want to file an appeal.

If your request was denied due to missing information, you or your provider may submit complete information.

#### How do I file an appeal?

Submit your request to appeal in writing to the address below within 180 days from the date you received this notice.

Humana Health Plan Inc.  
Grievance and Appeal Department  
P. O. Box 14546  
Lexington, KY 40512-4546

We will provide a full and fair review of your appeal. We will notify you of our decision in writing within 30 days of receiving your standard appeal request.

KYHHJM8HH