

STATE OF VERMONT

HUMAN SERVICES BOARD

In re) Fair Hearing No. B-04/16-384
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Appeal of)
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INTRODUCTION

The petitioner appeals a decision by Vermont Health Connect (VHC) that she is in arrears on her premium payments for a Qualified Health Plan (QHP) that has been in effect since January 1, 2015. The issue is whether errors in billing notices sent to the petitioner in 2015, and misinformation VHC may have orally given her regarding the amount of her premiums, should reduce or eliminate any arrearages the petitioner may owe for coverage that was provided to her during the months in question.

Telephone hearings were held on May 31 and July 5, 2016. The following findings are based on the representations of the parties and the documentary evidence submitted at and pursuant to those hearings.

FINDINGS OF FACT

1. In 2015 the petitioner was enrolled in a QHP offered through VHC. It is not in dispute that as of February 1,

2015 her premiums were \$171.33 a month (for some reason, January 2015 was a cent less--\$171.32).

2. There also does not appear to be any dispute that the petitioner called VHC in late September 2015 to try to add her husband to her insurance. For reasons unexplained (but not at issue herein) this was not accomplished.

However, there is no dispute that the petitioner remained covered at all times.

3. There is also no dispute that VHC stopped sending monthly premium bills to the petitioner during this time. The petitioner maintains that when she called VHC she was told that VHC's system was not showing that there were any payments due, and that based on this information she did not make any premium payments between September 29, and December 20, 2015.

4. In December 2015 the petitioner reenrolled in the same QHP plan for 2016. Beginning January 1, 2016 her premiums were \$177.26 a month.

5. On December 21, 2015 the petitioner sent VHC a premium payment of \$177.26. However, inasmuch as VHC's records showed that the petitioner owed unpaid premiums from 2015, her December 21 payment was applied to her 2015 arrearage, leaving a balance of \$165.50 owed for 2015.

6. All of the petitioner's premium notices for 2016 have reflected a monthly premium amount of \$177.26 and her past due arrearages. The petitioner did not make any further premium payments until March 11, 2016, when she sent a check for \$74.70.

7. The petitioner requested a hearing in March 2016 because she disputed the amount of and her liability to pay the arrearages VHC was claiming. On April 15, 2016 she made another premium payment of \$177.26.

8. At the hearing held on May 31, 2016 the parties agreed that the petitioner's QHP coverage would continue pending an attempt to reach an agreement on the amount of the arrearages the petitioner owed. VHC provided the petitioner with the phone number of its fair hearing unit to initiate those discussions, and the hearing was continued for at least 30 days.

8. At the next scheduled hearing on July 5, 2016, VHC reported that the petitioner has failed to contact them. However, VHC reported that the petitioner had made another premium payment of \$177.26 on June 14, 2016. The hearing officer directed VHC to provide the petitioner and the Board with a written accounting of the petitioner's coverage, premium amounts, and payments from January 1, 2015 through

August 2016. The hearing officer directed the petitioner to file a written response within a week of receiving the VHC's submission.

9. VHC filed its accounting in a letter to the petitioner on July 21, 2016. VHC's accounting clearly shows that the petitioner owes a balance on her 2015 premiums of \$165.50; and a balance of \$988.86 on her 2016 premiums through August. These amounts are consistent with the records VHC has submitted regarding the amounts of the petitioner's premiums during this time and with its records regarding its receipt of payments from the petitioner. The letter included an offer by VHC to continue the petitioner's QHP coverage until August 31, 2016, and to avoid the petitioner being placed in a grace period after that date, if she paid her total 2015 and 2016 premium arrearages of \$1,154.36 by August 31, 2016.

10. On August 10, 2016 the petitioner requested (by email) additional time to respond to VHC's accounting and offer. The hearing officer allowed the petitioner a continuance until August 19, 2016 to file her response. To

date, the petitioner has not provided the Board with any response to VHC's letter of July 21, 2016.¹

11. Other than her allegations (not disputed by VHC) that there was a hiatus in her premium notices between October and December 2015, and that VHC was unable to orally tell her during this time what she owed, the petitioner does not dispute that she maintained her QHP coverage uninterrupted during this time. She also has not provided any argument or evidence disputing the accuracy of the records VHC has submitted pursuant to this hearing regarding her premium amounts and payments during this time and thereafter.

ORDER

The decision of VHC is affirmed.

REASONS

All individuals who are enrolled in a QHP are required to pay monthly premiums. HBEE § 64.00(a). Section 64.00(j) limits situations in which refunds or credits of premiums may be provided:

¹It is not known whether the petitioner has paid the arrearages as calculated by VHC in its letter.

Premium payments are generally nonrefundable. . . With respect to QHPs, premiums may be refundable in certain cases, including death, overpayment (including retroactive adjustment of APTC), and invoicing errors.

The petitioner's request for an exemption from paying her past due premiums does not meet these criteria. The record is clear that the petitioner had, and knew she had, insurance coverage during all the months in question; and there is no dispute (at least in retrospect) that VHC accurately calculated the petitioner's premiums for all the months in question. The petitioner did not *overpay* any premium due to the untimeliness or inaccuracy of any bill or notice. Although VHC did make errors in timely billing and informing the petitioner of her premium amounts, those amounts are not now in dispute.

There are no provisions in the regulations requiring VHC (and, ultimately, the insurance carrier) to, in effect, *waive* the payment of past due premiums that were untimely or inaccurately billed. Thus, VHC's decision in this matter must be upheld. 3 V.S.A. § 3091(d), Fair Hearing Rule 1000.4D.

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