

SUPREME COURT OF WASHINGTON

Glaubach v. Regence BlueShield, 149 Wash. 2d 827

74 P.3d 115 (2003) · No. 73415-1 · Decided July 17, 2003

SUMMARY

The Washington Supreme Court answered a certified question concerning whether state insurance statutes required Regence BlueShield to cover all FDA-approved prescription contraceptives. The court held that RCW 48.43.018(3) and RCW 48.43.035(1) did not impose such a coverage requirement and answered the certified question in the negative.

CASE DETAILS

COURT	Supreme Court of Washington
WRITING FOR THE COURT	Chambers, J.; Alexander, C.J.; Johnson, J.; Madsen, J.; Sanders, J.; Ireland, J.; Bridge, J.; Owens, J.; Fairhurst, J.
JURISDICTION	Washington
DECIDED	July 17, 2003
DOCKET	73415-1
DISPOSITION	other
PROCEDURAL POSTURE	The Supreme Court of Washington answered a certified question from the United States District Court for the Western District of Washington concerning the interpretation of Washington insurance statutes.
STANDARD OF REVIEW	De novo statutory interpretation in response to a certified question.
PRECEDENTIAL VALUE	Published Washington Supreme Court en banc opinion answering a certified question; precedential.
PARTIES	Shulamit Glaubach, Dawn Merydith, Kristen Tsiatsios, all persons similarly situated v. Regence BlueShield

TOPICS

- insurance coverage
- health law
- statutory interpretation
- legislative intent
- absurdity doctrine

PRACTICE AREAS

- health insurance
- insurance statutory interpretation
- health law
- gender discrimination

QUESTIONS PRESENTED

1. Whether Regence's failure to provide coverage for all FDA-approved prescription contraceptive methods violated RCW 48.43.018(3).
2. Whether Regence's failure to provide coverage for all FDA-approved prescription contraceptive methods violated RCW 48.43.035(1).

HOLDINGS

1. The statutes do not require a health carrier to cover all FDA-approved prescription contraceptive drugs and devices merely because the carrier provides a general prescription-drug benefit.

KEY QUOTATIONS

"We conclude they do not." (149 Wash. 2d at 828)

"The statutes through all of their permutations show a clear intent to require health carriers to cover all eligible applicants regardless of individual risk factors or most demographic characteristics." (149 Wash. 2d at 830)

"We find nothing in the legislative history that indicates the legislature contemplated contraceptive coverage in these two statutes." (149 Wash. 2d at 830)

"In essence, this reasoning would require every plan to offer every service, and that does not accord with the general flexibility health insurers have to tailor plans to meet different needs and different resources." (149 Wash. 2d at 830-31)

FACTUAL BACKGROUND

Glaubach held an individual Regence health plan and Merydith was covered under a Regence group plan. Neither plan covered all FDA-approved prescription contraceptives, although Merydith's plan covered oral contraceptives. Regence later began providing prescription contraception in all comprehensive plans, but the certified question concerned only whether the prior failure to cover all FDA-approved contraceptive methods violated Washington insurance statutes.

PROCEDURAL HISTORY

The plaintiffs filed an underlying federal action seeking damages from Regence for its historical failure to cover all FDA-approved prescription contraceptives in its individual and group health plans. The federal district court certified to the Washington Supreme Court whether that failure violated RCW 48.43.018(3) or RCW 48.43.035(1). The Washington Supreme Court answered the certified question in the negative.

DISPOSITION

other

REMAND INSTRUCTIONS

The court answered the certified question in the negative; no specific remand instruction was issued.

CASES CITED

- Dep't of Ecology v. Campbell & Gwinn, L.L.C., 146 Wash. 2d 1, 9-10, 43 P.3d 4 (2002)
- Campbell & Gwinn, 146 Wash. 2d at 9, 43 P.3d 4
- Erickson v. Bartell Drug Co., 141 F. Supp. 2d 1266 (2001)
- Glasebrook v. Mut. of Omaha Ins. Co., 100 Wash. App. 538, 543 n.3, 997 P.2d 981 (2000)
- Glasebrook, 100 Wash. App. at 542-43, 997 P.2d 981
- State v. Neher, 112 Wash. 2d 347, 351, 771 P.2d 330 (1989)
- State v. Day, 96 Wash. 2d 646, 648, 638 P.2d 546 (1981)
- Marquis v. City of Spokane, 130 Wash. 2d 97, 111, 922 P.2d 43 (1996)
- Broad v. Mannesmann Anlagenbau, A.G., 141 Wash. 2d 670, 676, 10 P.3d 371 (2000)