

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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:
NEUROLOGICAL SURGERY PRACTICE OF
LONG ISLAND, PLLC,
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Plaintiff,
:
:
-against-
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:
CIGNA HEALTH AND LIFE INSURANCE
COMPANY and CONNECTICUT GENERAL LIFE
INSURANCE COMPANY,
:
:
Defendants.
:
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COMPLAINT

Docket No.

JURY TRIAL DEMANDED

Plaintiff, Neurological Surgery Practice of Long Island, PLLC (“Neurological Surgery”), by its attorneys, Harris Beach, PLLC, alleges for its Complaint against Defendants, Cigna Health and Life Insurance Company and Connecticut General Life Insurance Company (“Cigna”), that:

INTRODUCTION

1. Plaintiff is Neurological Surgery, a Long Island-based medical practice, which brings this lawsuit against Cigna because Cigna has failed to properly and timely honor its obligation to pay Neurological Surgery for medically necessary services that Neurological Surgery provided to the members and/or subscribers of Cigna’s health plans and their beneficiaries (collectively, “Cigna Members”).

2. As explained below, Neurological Surgery is the largest private neurosurgery practice on Long Island and in the tristate area. Its award-winning specialists are among the best neurosurgeons in New York City and on Long Island and serve as Chiefs of Neurosurgery in some of the most prestigious hospitals on Long Island.

3. Neurological Surgery maintains offices in Great Neck, Rockville Centre, Lake Success, Bethpage, Commack, West Islip, Port Jefferson Station, Patchogue, Queens, and Manhattan. It has developed Centers of Excellence in a wide variety of neurosurgery and related subspecialties, including a Brain Tumor Center, Spine Center, Trigeminal Neuralgia and Face Pain Center, Cerebrovascular/Neuroendovascular Center, Pediatric Neurosurgery Center, General Neurosurgery Center, Movement Disorder Center, Epilepsy Center, Concussion Center, Stereotactic Radiosurgery Center, Chiari Malformation Center, and Pain Center.

4. Upon information and belief, Cigna is among the largest health insurers in the United States. Cigna boasts that its global network of over 1.5 million providers, clinics, and facilities manages care for over 17 million subscribers in its medical plans alone. The company ranks number 13 on Forbes' 2020 Fortune 500 list, and its total revenues in 2019 exceeded \$153 billion dollars.

5. Cigna enters into agreements with health care providers whereby the providers join its "provider networks." The physicians that join the provider network agree to provide health care services to members of Cigna's health plans at contractually agreed upon reimbursement rates, which are typically discounted rates compared to the providers' usual and customary rates. Such providers are known as "in-network" providers.

6. Other providers, like Neurological Surgery, do not enter into contracts with Cigna, and bill the usual, customary, and reasonable charges for the services rendered. Such providers are known as "out-of-network" or "non-participating" providers.

7. Upon information and belief, a substantial number of Cigna's agreements with its subscribers or members and their beneficiaries give Cigna Members the right to seek medically

necessary treatment from health care providers who are out-of-network/non-participating providers in Cigna's health care networks.

8. Upon information and belief, under these agreements, when an out-of-network provider renders medically necessary treatment to an Cigna Member, Cigna is obligated to reimburse the Cigna Member or the Cigna Member's out-of-network provider at the usual, customary, and reasonable charges for the services rendered, less any co-payment, co-insurance, member out-of-pocket, or deductible amounts. (The usual, customary, and reasonable rate is referred to herein as the "UCR Rate.")

9. By its own choice, Neurological Surgery is not a participating provider in Cigna's networks. Notwithstanding Neurological Surgery's status as a non-participating provider, Neurological Surgery routinely receives authorization from Cigna to provide services to Cigna Members, and receives assignments of benefits from its patients who are Cigna Members to permit Neurological Surgery to bill directly to, and receive payment directly from, Cigna.

10. This litigation arises primarily out of Cigna's wrongful failure and refusal to reimburse Neurological Surgery – in many cases, at all, and in other cases, at anything more than a dramatically reduced rate – for medically necessary services that its surgeons provided to Cigna Members.

11. As set forth below, by Cigna's persistent refusal to pay for Neurological Surgery's services it has breached myriad legal obligations to Neurological Surgery and the Cigna Members. Accordingly, Neurological Surgery is entitled to the relief demanded in this Complaint.

PARTIES

12. Plaintiff, Neurological Surgery Practice of Long Island, PLLC, is a New York professional service limited liability corporation with its principal place of business located at 100 Merrick Road, Suite 128W, Rockville Centre, New York.

13. Neurological Surgery Practice of Long Island, PLLC was formed in August 2020, and, because of a merger in December 2020, is the corporate successor of Neurological Surgery, P.C.

14. Upon information and belief, Defendant Cigna is a Connecticut for-profit health insurer with a principal place of business located at 900 Cottage Grove Road, Bloomfield, CT 06002.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

Cigna Has Failed to Pay Neurological Surgery's Out-of-Network Claims at All, or Has Failed to Pay at the Correct Rate

15. Many of the patients who seek out and are treated by Neurological Surgery have complex, and often emergent, neurological conditions requiring neurosurgical procedures and treatment.

16. Neurological Surgery's physicians perform these procedures at hospitals and other healthcare facilities located throughout the New York metropolitan area.

17. A significant number of Neurological Surgery's patients have health insurance coverage from Cigna, or are members, subscribers, or beneficiaries of group health plans for which Cigna is the plan sponsor or administrator.

18. As set forth in detail below, in addition to offering fully-insured health plans, Cigna acts as the plan sponsor or administrator of self-insured group health plans by making determinations regarding plan interpretation, coverage, the awarding or denial of benefits, the processing and determination of appeals, and the payment of benefits.

19. A substantial number of Cigna's agreements with its subscribers or members give these Cigna Members the right to seek medically necessary treatment from health care providers who are not participating providers in Cigna's health care networks.

20. Additionally, upon information and belief, Cigna's agreements with its members routinely assure Cigna Members that, in the event that a Cigna Member requires care and treatment on an emergency basis, such services will be paid for in full by Cigna, without regard for whether the provider who performed the emergency services was in-network, or out-of-network.

21. Under these agreements, when an out-of-network provider renders medically necessary treatment to a Cigna Member, Cigna is obligated to reimburse the Cigna Member or out-of-network provider at the provider's billed charges, or at least at the UCR Rate.

22. Further, under Section 2719A(b) of the Public Health Service Act, 42 U.S.C. § 300gg-19a(b), and 29 C.F.R. § 2590.715–2719A(b), Cigna, as the sponsor or administrator of any self-insured group health plan, must provide coverage for out-of-network emergency health care services, and must do so at the greatest of (a) the median in-network rate that the plan pays for the same services; (b) the rate that the plan pays for out-of-network services, which is typically based upon the UCR Rate; and (c) the rate offered by Medicare.

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