Dynamic Chiropractic

Chiropractic Freedom of Choice Law Upheld in Florida

DECISION IS FIRST UNDER FREEDOM OF CHOICE LAW

Editorial Staff

On September 10, 1992, a Florida appellate court upheld the provisions of the Chiropractic Freedom of Choice Law [Florida Statute 627.419 (4)] in Weldon vs. All American Insurance Company. The court stated that an insurance company could not avoid paying for chiropractic treatment by classifying manipulation and adjustment as physical therapy. In doing so, the court reinforced the distinction between chiropractic and physical therapy.

The case originated in small claims court when All American Insurance Company (AAIC) would not pay chiropractic patient Weldon's $418 claim. AAIC classified manipulation or adjustment as physical therapy, thus allowing the insurance company to take advantage of its policy toward physical therapy: five visit limitation for all kinds of physical therapy.

The Freedom of Choice Act, however, requires that any limitation on payment in a health insurance policy "... apply equally to all licensed physicians without unfair discrimination to the usual and customary treatment procedures of any class of physicians."

Claiming that the Freedom of Choice Act was unconstitutional, AAIC was successful in transferring the case to a higher court. The carrier argued that their five visit limitation did not constitute unfair discrimination against the usual and customary procedures of chiropractic, because its limitation on physical therapy applied equally to all classes of physicians.

Chiropractic Legal Affairs (CLA) of Florida and the Florida Chiropractic Association (FCA) then offered the patient their assistance.

The court had to decide whether the limitations on manipulation and adjustment were really an unambiguous reference to chiropractic "manipulation and adjustment," thereby violating the Freedom of Choice Act's provisions prohibiting unfair discrimination against the usual and customary procedures employed by any class of physicians. Turning the argument in a different direction, the court interpreted the words "manipulation and adjustment" in the context of the policy to mean manipulation and adjustment done by physical therapists.

Noting that physical therapists were not allowed to perform chiropractic manipulation, the court ruled that chiropractic manipulation and adjustment were covered, but manipulations by physical therapists were not. The court ordered the insurance company to reimburse the patient Weldon for the chiropractic services.

The court's decision is the first under the Freedom of Choice Act, Joe Johnson, D.C. chairman of the FCA's Insurance Relations Committee assessed the decision: "The Weldon case is very important in

that it upheld the Freedom of Choice Law and opens the door to go after companies that classify manipulation and adjustment as physical therapy; such classification is unfair discrimination to the usual and customary treatment procedures of chiropractors."

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