
OPINION OF TRUSTEES

In Re

Complainant: Pensioner
Respondent: Employer
ROD Case No: 16-0002 – March 28, 2018

Trustees: Michael H. Holland, Marty D. Hudson, Michael O. McKown,
and Joseph R. Reschini

The Trustees have reviewed the facts and circumstances of this dispute concerning the provision of benefits under the terms of the Employer Benefit Plan.

Background Facts

The Complainant's spouse went to the local emergency room on Friday April 22, 2016, at approximately 7:05 p.m. Her chief complaints were reported as being a severe headache and nausea that started the previous day, and high blood pressure from that morning. Emergency room records indicate that she did not report any symptoms of chest pain. A physical examination and lab tests were within normal parameters. She was diagnosed with an occipital headache and seasonal allergic rhinitis. The emergency room treated her with ondansetron for the nausea and with intramuscular ketorolac for the headache. She was released and directed to follow up with her primary physician.

The Respondent denied the emergency room facility charges because the patient's symptoms had been present for more than 48 hours without an increase in severity and treatment should have been sought at a lower level of care. The Respondent paid the associated physician charges for the April 22, 2016, emergency room visit.

Dispute

Is the Respondent required to pay for the emergency room facility charges for the Complainant's spouse's visit to the emergency room on April 22, 2016?

Positions of the Parties

Position of the Complainant: The charges are a covered benefit under the Employer Benefit Plan. The Complainant's spouse sought appropriate medical care for the symptoms that she experienced as she thought they were related to a possible heart attack.

Position of the Respondent: The emergency room facility charges are not covered by the Employer Benefit Plan because the Complainant's spouse's symptoms were present for more than 48 hours and the treatment notes do not show an acute worsening of symptoms. Treatment should have been sought at a lower level of care. The associated physician charges were covered for the April 22, 2016 emergency room visit.

Pertinent Provisions

Article III A.(2)(a) of the Employer Benefit Plan states:

ARTICLE III BENEFITS

A. Health Benefits

(2) Outpatient Hospital Benefits

(a) Emergency Medical and Accident Cases

Benefits are provided for a Beneficiary who receives emergency medical treatment or medical treatment of an injury as the result of an accident, provided such emergency medical treatment is rendered within 48 hours following the onset of acute medical symptoms or the occurrence of the accident.

Discussion

Article III.A.(2)(a) of the Employer Benefit Plan states that benefits will be provided for emergency medical treatment when the treatment is rendered within 48 hours following the onset of acute medical symptoms. The Complainant's spouse reported that she had a headache since the previous day and nausea. On Friday April 22, 2016, she went to the emergency room because the symptoms had not gone away. She did not report any chest pain. The emergency room diagnosis was occipital headache, headache, and seasonal allergic rhinitis.

The Funds' Medical Director reviewed the emergency room medical records and a statement from the Complainant and determined that while the Complainant's spouse's emergency room visit met the 48-hour timeline it did not meet the acuity level required for coverage of medical services under the Employer Benefit Plan. The Complainant indicated in his statement that his spouse was experiencing chest pressure and pain that radiated down her left arm in addition to a headache and nausea. However, the medical records indicate that the Complainant's spouse

denied having chest pain three times during her assessment and collection of medical history. Further, the medical records do not reveal that the Complainant's spouse's symptoms were severe enough to be considered acute, as there was no report of chest discomfort or heart palpitations.

Therefore, the charges associated with the visit to the emergency room on April 22, 2016, are not a covered benefit under the Employer Benefit Plan. The Employer is therefore only responsible for any associated charges that are otherwise covered by the Plan. It appears that the physician charges were paid by the Employer.

Opinion of the Trustees

Pursuant to Article III.A(2)(a) of the Employer Benefit Plan, the Respondent is not required to pay facility charges for Complainant's spouse's emergency room visit on April 22, 2016. However, the Employer is responsible for any associated charges that are otherwise covered by the Employer Benefit Plan.