

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 165, December 18, 1980

Board of Trustees; Harrison Combs, Chairman; John J. O'Connell, Trustee; Paul R. Dean, Trustee.

Pursuant to Article IX of the United Mine Workers of America 1950 Benefit Plan and Trust and under the authority of an exemption granted by the United States Department of Labor, the Trustees have reviewed the facts and circumstances of this dispute concerning payment of private room charges under the Employer's Plan and hereby render their opinion of the matter.

Background Facts

The Employee is an active mineworker eligible for health benefits under the Employer's Plan. On October 1, 1979, the Employee was admitted to a hospital for emergency treatment for ureteral colic (a kidney stone). The Employee was placed in a private room on October 1 because all semiprivate room accommodations were occupied. On October 2, 1979 a semi-private room became available, but the Employee remained in the private room until his release on October 19, 1979.

The Employee claims that, upon admission, he stated that he preferred "anything but a private room" and that he requested to be transferred to a ward "at least five times." The Employee claims that the attending nurse assured him that his request would be met. The hospital has reported that their admission record indicates that the Employee requested a private room and agreed to pay the difference in room rates upon his release.

The Insurance Carrier had denied coverage for approximately \$200.00, which represents the difference between the private and semi-private room rates for the duration of his stay. Upon submission of a physician's note verifying the emergency admission, the Insurance Carrier paid the difference for the private room charges for the first day, as a semi-private room became available on October 2, 1979.

Dispute

Is the Employer responsible for the room charges which exceeded the semiprivate room rate charges incurred by the Employee during his hospital confinement?

Positions of Parties

Position of the Employee: The Employer should pay the difference between the private and semi-private hospital room rates because he requested on numerous occasions that he be transferred to a ward or semi-private room. He was assured by the attending nurse that his request would be met, but he was never moved. Therefore, it is not his responsibility to pay the \$200.00 difference between the two rates because he had attempted to comply with the benefit limitation.

Position of the Employer: According to Article III, A 1. (c) of the Employer's Plan, benefits for private-room charges are only allowed under special circumstances. In the Employee's case, benefits were allowed for private room charges incurred on October 1, 1979, because no semi-private accommodations were available and his condition required immediate hospitalization. Once a semi-private room became available, only semi-private rates were to be paid under the Plan provision. Therefore, the Employer has made payment within the limits of the Plan and the excess charges are a matter to be resolved between the Employee and the hospital.

Applicable Regulations

- Article III, Section A 1 (c) of the Employer's Plan provides as follows:

For confinement in a private room, benefits will be provided for semi-private room accommodations and the Beneficiary shall be responsible for an excess over such charge except that private room rates will be paid when (i) the Beneficiary's condition requires him to be isolated for his own health or that of others, or (ii) the hospital has semi-private or less expensive accommodations but they are occupied and the Beneficiary's condition requires immediate hospitalization. Semi-private room rates, not private room rates, will be paid beyond the date a semi-private room first becomes available and the Beneficiary's condition permits transfer to those accommodations.

- Article III, Section A, 10(a)(10) of the Employer's Plan provides under General Exclusions as follows:

Benefits are also not provided for the following:

(10) Charges for private room confinement, except as specifically described in the Plan.

Discussion

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Pursuant to Article III A 1 (c) of the Employer's Plan, an Employer is responsible for the payment of private room rates when the hospital's semi-private or less-expensive rooms are occupied and the Employee's condition requires immediate hospitalization. An Employer is responsible for the payment of semi-private room rates when semi-private rooms are available and the Beneficiary's condition permits transfer from a private to a semi-private room. In this case, a semi-private room became available on October 2, 1979, and was available for the duration of the Employee's hospitalization. No evidence was presented indicating that the Employee's condition precluded a transfer. Thus, after October 1, 1979, the Employer was only responsible for the payment of semi-private room rates.

Although the information provided by the Employee and the hospital shows a dispute over whether the Employee requested a private or a semi-private room, this dispute has no bearing on the Employer's responsibility for benefits coverage.

Opinion of the Trustees

The Trustees are of the opinion that the Employer is not responsible for the difference between the private and semi-private room rates for the Employee's hospitalization between October 2, 1979 and October 11, 1979.