

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 84-149 - June 24, 1986

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William B. Jordan, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee.

Pursuant to Article IX of the United Mine Workers of America ("UMWA") 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 health benefits coverage under the Employer Benefit Plan.

Background Facts

On October 3, 1985, the Employee's 42 year old spouse had a suction Dilatation and Curettage (D&C) to terminate her pregnancy. The Employee states that his spouse contacted the Employer's insurance carrier before the procedure was performed and was told that the procedure would be covered if the physician sent a letter to the insurance carrier. The Employer, however, states that the Employee's spouse's inquiry concerned health benefits coverage for a D&C in general, but did not specify that the purpose of the procedure was to terminate a pregnancy.

Dispute

Is the Employer responsible for providing health benefits coverage for terminating the pregnancy of the Employee's spouse?

Position of the Parties

Position of the Employee: The Employer is responsible for providing health benefits coverage for terminating the pregnancy of the Employee's spouse because the procedure is a covered benefit under the Employer Benefit Plan, and prior approval was obtained from the Employer's insurance carrier.

Position of the Employer: The Employer is not responsible for providing health benefits coverage for terminating the pregnancy of the Employee's spouse because this was not a life threatening pregnancy.

Pertinent Provisions

Article III. A. (1) (h) of the 1984 Employer Benefit Plan states:

(h) Maternity Benefits

Benefits are provided for a female Beneficiary who is confined in a hospital for pregnancy. Such benefits will also be available for services pertaining to termination of pregnancy but only if medically necessary and is so certified to and such services are performed by licensed gynecologist or surgeon.

Article III. A. (3) (c) of the 1984 Employer Benefit Plan states:

(c) Obstetrical Delivery Service

Benefits are provided for a female Beneficiary for obstetrical delivery services (including pre- and post-natal care) performed by a physician. Benefits will also be provided if such delivery is performed by a midwife certified by the American College of Nurse Midwifery and licensed where such licensure is required.

Such benefits will also be provided for termination of pregnancy but only if medically necessary and is so certified to and such services are performed by a licensed gynecologist or surgeon.

Article III. A. (11) (a) 21 of the Employer Benefit Plan states:

(11) General Exclusions

(a) In addition to the specific exclusions otherwise contained in the Plan, benefits are also not provided for the following:

21. Abortion, except as specifically described in the Plan.

Discussion

The principal issue in this case is whether or not the termination of the Employee's spouse's pregnancy satisfies the medical necessity requirement of Article III, Sections A (1) (h) and A (3) (c) of the Employer Benefit Plan.

The physician who performed the pregnancy termination wrote a letter to the insurance carrier in which he stated that the procedure was elective and medically justified. He provided no basis for that medical justification beyond (a) the increased risk of pregnant women in general over the age of 40 and (b) the fact that the beneficiary received medication for migraine headaches. Upon the insurance carrier's request for further documentation to establish medical necessity, the physician replied that he had nothing to add.

While there is documented increased risk for pregnant women over 40 years of age, the physician provided no evidence of any complications experienced by the Employee's spouse or of any illness or underlying condition, except for migraine headaches. The fact that the Employee's spouse suffered from, and received medication for, migraine headaches does not establish the medical necessity for a termination of pregnancy. In the absence of medical necessity, this procedure is not covered.

Opinion of the Trustees

The Employer is not responsible for providing health benefits coverage for terminating the pregnancy of the Employee's spouse because the procedure was not medically necessary.