

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-398 - July 25, 1991

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, 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 the provision of benefits for private room charges for an Employee's spouse under the terms of the Employer Benefit Plan.

Background Facts

The Employee's spouse began to have problems with her back after a lifting incident in June 1990. She was subsequently treated with medication and underwent physical therapy to alleviate the pain. In September 1990, the Employee's spouse was seen by a neurosurgeon for complaints of severe pain in her left hip and leg and weakness upon walking. After examination, the neurosurgeon diagnosed the Employee's spouse as having a herniated disc.

The Employee's spouse was hospitalized from November 8, 1990 to November 20, 1990 for a Computerized Tomography (CT) scan and a Magnetic Resonance Imaging (MRI) of the lower spine and a hemilaminotomy (surgical removal of a ruptured disc). The Employee states that his spouse was moved to a private room on November 10, 1990 because of her condition. The Employee states that when they spoke to the neurosurgeon after she was moved, he agreed that the private room was medically necessary. The Employee's spouse's neurosurgeon has stated in a letter dated March 15, 1991, that the Employee's spouse was placed in a private room during her hospitalization in November 1990 because of extreme anxiety and nervousness. He stated that another person in the same room with her would have aggravated her situation.

The Employer provided benefits for the room and board charges for the entire hospitalization at the semi-private rate. The Employer has denied payment of the extra charges for a private room.

Dispute

Is the Employer required to pay the full charges for a private room during the Employee's spouse's hospitalization from November 10, 1990 to November 20, 1990?

Positions of the Parties

Position of the Employee: The Employer is required to pay the full charges for a private room during the Employee's spouse's hospitalization because her physician agreed that she should have been placed in a private room because of her extreme anxiety and nervousness.

Position of the Employer: The Employer is not required to pay the full charges for a private room during the Employee's spouse's hospitalization because the Employee's spouse's condition did not require isolation for her own health or for that of others and there is Insufficient medical documentation to establish that a private room was medically necessary.

Pertinent Provisions

The Introduction to Article III of the Employer Benefit Plan states in part:

Article III -- Benefits

Covered services shall be limited to those services which are reasonable and necessary for the diagnosis or treatment of an illness or Injury and which are given at the appropriate level of care, or are otherwise provided for in the Plan. The fact that a procedure or level of care Is prescribed by a physician does not mean that it is medically reasonable or necessary or that it is covered under this Plan.

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

(1) Inpatient Hospital Benefits

(c) Private Room

For confinement in a private room, benefits will be provided for the hospital's most common charge for semi-private room accommodations and the Beneficiary shall be responsible for any 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. A. (11)(a) 10. 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:

10. Charges for private room confinement, except as specifically described In the Plan.

Discussion

The Introduction to Article III of the Employer Benefit Plan states that covered services shall be limited to those services which are reasonable and necessary for the diagnosis or treatment of an illness or injury and which are given at the appropriate level of care, or are otherwise provided for in the Plan. Article III. A. (1)(c) of the Plan provides benefits for a private room when a Beneficiary's condition requires isolation for his own health or that of others, or when a Beneficiary requires immediate hospitalization and all semi-private or less expensive accommodations are occupied. Article III. A. (11)(a) 10. of the Employer Benefit Plan states that charges for private room confinement, except as specifically described In the Plan, are excluded from coverage.

In this case, the Employee's spouse was hospitalized on November 8, 1990 and was moved to a private room on November 10, 1990. Although the Employee's spouse's physician later stated that sharing a semi-private room would have aggravated the Employee's spouse's extreme anxiety and nervousness, there is no indication that the physician ordered the private room and the physician has not stated that a private room was medically necessary or required for the patient's own health or that of others. A Fund's medical consultant has reviewed this case, including the letter from the Employee's spouse's neurosurgeon and hospital records. The consultant advises that the medical documentation provided does not establish that isolation in a private room was required for the patient's own health or for that of others, or that a private room was otherwise medically necessary during this hospitalization. Because it has not been established that the private room charges in this case were incurred under the circumstances described in Article III. A. (1)(c), the private room charges in excess of the semi-private room rate are not covered under the terms of the Employer Benefit Plan.

Opinion of the Trustees

The Employer is not required to pay the full charges for a private room during the Employee's spouse's hospitalization from November 10, 1990 to November 20, 1990.