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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 11-0113 – August 20, 2015

Trustees: Michael H. Holland, Marty D. Hudson, 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 daughter went to the local emergency room on August 30, 2014, complaining of pain upon urination and blood in her urine. She reported that the symptoms had started five days earlier. The Complainant's daughter was diagnosed with a urinary tract infection and treated with an antibiotic and a medication to reduce urinary symptoms.

The Respondent's third party administrator denied payment for all charges associated with the Complainant's daughter's emergency room visit on August 30, 2014, because the services were allegedly not covered for the diagnosis reported. Nevertheless, following an appeal by the Complainant, the Respondent indicated that benefits had been provided for the lab and radiology services provided during the emergency room visit. The Respondent upheld the original denial of the emergency room facility charge and the physician's charges because the emergency room services were allegedly not rendered within 48 hours of the onset of the symptoms.

### Dispute

Who is responsible for the unpaid portion of the emergency room visit?

### Positions of the Parties

Position of the Complainant: The charges are a covered benefit under the Employer Benefit Plan.

Position of the Respondent: The Complainant did not seek emergency room treatment within 48 hours of the onset of acute symptoms.

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.

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

ARTICLE III BENEFITS

A. Health Benefits

(3) Physicians' Services and Other Primary Care

(h) Home, Clinic, and Office Visits

Benefits are provided for services rendered a Beneficiary at home, in a clinic (including the outpatient department of a hospital) or in the physician's office for the treatment of illnesses or injuries, if provided by a physician.

Discussion

Article III.A.(2)(a) of the Employer Benefit Plan states that benefits will be provided for emergency medical treatment when such treatment is provided within 48 hours following the onset of acute medical symptoms. The Funds' Medical Director has reviewed the medical records submitted and opined that the Complainant's daughter's symptoms started five days before the emergency room visit and that the records did not indicate that her symptoms progressed within 48 hours preceding the emergency room visit so as to qualify as new acute medical symptoms.

However, the Funds' Medical Director concluded that the physician services associated with the emergency room visit were medically necessary and would be covered in non-emergent settings.

Respondent's consideration of non-emergent diagnosis discharge codes as the basis for determining the medical necessity or appropriateness of coverage of emergency medical treatment under the Employer Benefit Plan is not consistent with the terms, provisions, and requirements of the Employer Benefit Plan.

Opinion of the Trustees

The Respondent is not required to pay the facility charges for the emergency room visit on August 30, 2014, but is required to pay the physician charges associated with that visit.