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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 81-96 - December 20, 1982

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 emergency room charges, and hereby render their opinion on the matter.

### Background Facts

The Employee is an active mine worker eligible for health benefits under the Employer's Plan. On August 11, 1981, he took his 16 year old dependent child to the emergency room of a hospital for treatment. The Employee's representative stated that the Employee used his best judgment when he took his daughter to the emergency room for treatment of influenza. The emergency room record indicates that the patient's chief complaint was "too much spit" and that the patient had a history of too much saliva being produced over the past two months. The emergency room diagnosis was possible "post nasal drip." The Employer paid the charges for the physician and for lab work, but denied the \$27.00 emergency room charge.

### Dispute

Is the Employer responsible for payment of emergency room charges for the Employee's dependent?

### Position of the Parties

Position of Employee's Representative: The emergency room charge should be a covered benefit because the Employee, in his best judgment, took his dependent there.

Position of the Employer: The emergency room charge is not covered because this case cannot be considered a valid emergency medical situation requiring emergency treatment.

Pertinent Provisions

Article III. A. (2) (a) of the Employer's Benefit Plan provides:

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.

1981 Question and Answer #81-10 provides:

Subject: Definition of emergency Treatment Benefit

References: Amended 1950 and 1974 Benefit Plans and Trusts, Article III, Sections A (2) (a) and A (3) (i)

Question:

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

1. Would emergency treatment for conditions such as the following be covered under this provision:
  - acute pain attributed to gout?
  - heart attack, severe chest pain, or congestive failure experienced by a patient with (chronic) heart disease?
  - intracranial bleeding or stroke experienced by a patient with hypertension?
2. Are benefits provided for inpatient and outpatient hospital and physicians' services following emergency treatment beyond the 48-hour initial care limit (for example, suture removal or cast removal)?

Answer:

1. Yes, because the symptoms are acute and require emergency treatment, even though the underlying illness causing the symptoms-may be chronic.
2. Yes, if the follow-up treatment is covered under the Plan.

### Discussion

Q&A #81-10 and Article III. A. (2) (a) of the Employer's Benefit Plan provide that for emergency medical treatment to be a covered benefit, it must be rendered within 48 hours following the onset of acute medical symptoms.

The emergency room record indicates that the patient's chief complaint of over-production of saliva had persisted for two months prior to the date she obtained emergency room treatment and the record does not indicate that her medical symptoms had become acute.

The Funds' medical staff reviewed the clinical information presented in this case. They are of the opinion that the symptoms and clinical finding, as recorded, did not justify emergency medical treatment.

Because it has been determined that the patient's condition did not warrant emergency medical treatment and because the treatment was not rendered within 48 hour of the onset of acute symptoms, the Employer is not responsible for payment of the emergency room charges.

### Opinion of the Trustees

The Trustees are of the opinion that the Employer is not responsible for payment of the emergency room charges.