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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 84-672 - December 12, 1988

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 the provision of benefits for emergency room care under the terms of the Employer Benefit Plan.

### Background Facts

On October 16 and October 18, 1987, the Employee's spouse sought medical evaluation and treatment at a hospital emergency room for migraine headaches. According to the hospital's emergency room record of October 16, 1987, the Employee's spouse had a migraine headache with nausea and blurred vision, that began earlier that day. Initially, the Employer denied the charge related to the use of the emergency room on October 16, 1987, but later provided coverage for it.

According to the hospital's emergency room record of October 18, 1987, the Employee's spouse returned to the emergency room with complaints of headache, blurred vision, and nausea of four days duration. The Employer denied charges related to the use of the emergency room on October 18, 1987 on the grounds that emergency medical treatment was not sought within 48 hours of the onset of acute medical symptoms.

### Dispute

Is the Employer responsible for payment of the emergency room charge resulting from the Employee's spouse's evaluation and treatment on October 18, 1987?

### Positions of the Parties

Position of the Employee: The Employer is responsible for the payment of the emergency room charge resulting from the Employee's spouse's evaluation and treatment on October 18, 1987, because she could not contact her own physician and treatment was sought within 48 hours of the onset of acute medical symptoms.

Position of the Employer: The Employer is not responsible for payment of the emergency room charge because treatment was not rendered within 48 hours of the onset of acute medical symptoms.

Pertinent Provisions

Article III. A. (2)(a) of the Employer Benefit Plan states:

(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.

1981 Contract Q&A #81-10 states:

Subject: Definition of Emergency Treatment Benefit

References: Amended 1950 and 1974 Benefit Plans & 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.  
1981 Contract Q&A #81-85 states:

Subject: Follow-up Care to Emergency Treatment

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

Question:

1. A beneficiary requires follow-up services to emergency treatment which are rendered beyond the 48-hour initial emergency care limitation, and which are also rendered in an emergency room. Are benefits provided for both the medical treatment and the emergency room charges?
2. A beneficiary requires emergency room treatment and receives it within 48 hours of the onset of acute symptoms. After the 48-hour period has expired the acute symptoms reappear. If the beneficiary goes to the emergency room for treatment within 48 hours of the reappearance of the acute symptoms, are benefits provided for both the medical treatment and the emergency room charges?

Answer:

1. In this situation, the charge for emergency room service is not covered. However, benefits will be provided for charges for medical treatment which is otherwise covered under the Plan.
2. Yes.

#### Discussion

Under Article III. A. (2) (a) of the Employer Benefit Plan, benefits are provided for emergency medical treatment when it is rendered within 48 hours following the onset of acute medical symptoms or the occurrence of an accident. Q&A #81-10 states that emergency room services are covered for the treatment of acute symptoms requiring emergency treatment, even though the underlying medical condition is chronic. Q&A #81-85 states that emergency room services are covered for the treatment of such recurring acute symptoms when emergency medical treatment is required and received within 48 hours of the recurrence.

Opinion of Trustees  
Resolution of Dispute  
Case No. 84-672  
Page 4

A Funds' medical consultant has reviewed this case and states that there is nothing in the emergency room record of October 18, 1987 to indicate that the emergency room visit was prompted by an acceleration or intensification of symptoms. The consultant has advised that emergency medical treatment was not warranted in this case because the Employee's spouse's symptoms were present for 4 days prior to the October 18 emergency room visit, emergency medical treatment had been provided previously for such symptoms on October 16, 1987, and there is no evidence that the symptoms had become acute or worsened within the 48 hours prior to the October 18 visit. Therefore, the Employer is not responsible for payment of the emergency room charge resulting from the Employee's spouse's evaluation and treatment on October 18, 1987.

Opinion of the Trustees

The Employer is not responsible for payment of the emergency room charge resulting from the Employee's spouse's evaluation and treatment on October 18, 1987.