
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No. 84-713 - August 22, 1990

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 Miner Workers of America ("UMWA") 1960 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 health benefits for emergency room care under the terms of the Employer Benefit Plan.

Background Facts

On February 9, 1987, the Employee's spouse sought treatment at a hospital emergency room complaining of headache and pain in the left gum radiating to the left ear as a result of dental work (a root canal) that had been done earlier that day. The emergency room physician gave her an oral analgesic for pain and advised her to see her dentist in the morning. The Employer denied the charge related to the use of the emergency room.

Dispute

Is the Employer required to pay the emergency room charge resulting from the Employee's spouse's evaluation and treatment on February 9, 1987?

Positions of the Parties

Position of the Employee: The Employer is required to pay the emergency room charge resulting from the Employee's spouse's evaluation and treatment on February 9, 1987 because services were rendered in compliance with the terms of the Employer Benefit Plan.

Position of the Employer: The Employer is not required to pay the emergency room charge resulting from the Employee's spouse's evaluation and treatment on February 9, 1987 because the Employee's spouse was treated for pain as a result of a dental procedure, and dental services are specifically excluded from coverage under the Employer Benefit Plan.

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.

Discussion

The Employer denied the emergency room charge on the basis that dental services are not covered under the Employer Benefit Plan. The Employee's spouse actually had dental work prior to the visit. She went to the emergency room because of pain that resulted from the dental work. The dispute here is not whether the dental work is covered under the Plan; rather, the issue to be decided is whether the emergency room visit is covered under the Plan.

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.

The hospital records from the emergency room visit on February 9, 1987 indicate that the Employee's spouse had complaints of pain resulting from the dental work that had been done earlier that day. A Funds' medical consultant has reviewed the records of the emergency room visit and has advised that there is no evidence that the patient's symptoms were severe enough to warrant an emergency room visit. Because the emergency room care provided in this case was not prompted by acute medical symptoms that warranted emergency medical treatment, the Trustees conclude that the Employer is not required to pay the emergency room charge.

Opinion of the Trustees

The Employer is not required to pay the emergency room charge resulting from the Employee's spouse's evaluation and treatment on February 9, 1987.