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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 88-222 - April 20, 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 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 May 22, 1989, the Employee's spouse sought medical evaluation and treatment at a hospital emergency room. Although the Employee's spouse states that she had been feeling well for two weeks prior to the day of the emergency room visit, when her heartbeat became slow and weak and irregular, the emergency room record indicates that she complained of generalized malaise, weakness and fatigue that had begun approximately one week prior to the visit. The Employee's spouse also complained of intermittent "heart fluttering." The Employee's spouse was examined, diagnosed with generalized malaise and heart palpitations, and discharged with advice to follow up with her family doctor or return to the hospital's cardiology department if symptoms continued. 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 May 22, 1989?

### Positions of the Parties

Position of the Employee: The Employer is required to pay the emergency room charge because it was medically necessary for the Employee's spouse to be seen by a physician and because the hospital emergency room was the only facility open at that time.

Position of the Employer: The Employer is not required to pay the emergency room charge because emergency medical 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.

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.

The hospital records from the emergency room visit on May 22, 1989, indicate that the Employee's spouse had complaints of generalized malaise, weakness, fatigue and intermittent heart palpitations that had begun approximately one week prior to the visit. An electrocardiogram revealed that the patient had a regular but slow heartbeat. A Funds' medical consultant has reviewed the information submitted in this case and advises that the patient's condition had not worsened or become acute within the 48-hour period preceding the emergency room visit. Because emergency medical treatment was not rendered within 48 hours following the onset of acute medical symptoms, 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 May 22, 1989.