
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-789 - September 11, 1995

Trustees: Thomas F. Connors, Michael H. Holland, Marty D. Hudson and
Robert T. Wallace.

The Trustees have reviewed the facts and circumstances of this dispute concerning the provision of health benefits coverage for an emergency room visit under the terms of the Employer Benefit Plan.

Background Facts

On Thursday, June 10, 1993, at 3:19 a.m. the Employee's spouse sought evaluation and treatment in the emergency room of a local hospital, complaining of chest congestion and cough that had been present for one month. The Employee's spouse works a 10:30 p.m. to 6:30 a.m. shift at a local health care center, and left work to seek treatment, stating that she had an uncontrollable cough.

The Employee's spouse was found to have bronchitis. She was given an antibiotic, an antihistamine/decongestant, and a cough preparation. She was discharged by the emergency room physician and given a release to return to work the next evening.

The Employer provided benefits for the emergency room physician's charges, but denied the pharmacy, x-ray and emergency room charges, stating that non-emergency care was rendered. In a letter to the Employee dated October 7, 1993, the Employer's claims administrator stated that since the Employee's wife's "symptoms had been present for one month, it is reasonable that care would have been more appropriate in a non-emergency room setting, such as a private physician's office or clinic".

The Employer was signatory to the 1988 National Bituminous Coal Wage Agreement (Wage Agreement) which terminated February 1, 1993. The Employer signed an Interim Agreement extending the terms and conditions of employment of the 1988 Wage Agreement from February 2, 1993 to the effective date of a successor agreement on December 16, 1993.

Dispute

Is the Employer required to provide benefits for the pharmacy, x-ray and emergency room charges resulting from the Employee's spouse's evaluation and treatment on June 10, 1993?

Positions of the Parties

Position of the Employee: The Employer is required to provide benefits for the Employee's spouse's pharmacy, x-ray and emergency room charges because her symptoms had worsened that evening, and her private physician's office was closed due to the time of day.

Position of the Employer: The Employer is not required to provide benefits for the pharmacy, x-ray and emergency room charges incurred as a result of the Employee's spouse's evaluation and treatment on June 10, 1993, because her symptoms had been present for one month and were not acute, requiring emergency care, and care could have been rendered in a private physician's office or clinic.

Pertinent Provisions

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

(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 was signatory to the 1988 Wage Agreement. The Employer signed an Interim Agreement extending the terms and conditions of employment of the 1988 Wage Agreement from February 2, 1993 to the effective date of a successor agreement on December 16, 1993. This dispute arose over an event that took place during the period covered by the Interim Agreement.

Article III. A. (2) (a) of the Employer Benefit Plan provides that emergency medical treatment is a covered benefit when it is rendered within 48 hours following the onset of acute medical symptoms.

A Funds' medical consultant has reviewed the information presented in this case and has advised that the emergency room record reflects that the patient had symptoms for one month prior to her visit. The consultant further stated that the medical records do not document acute or worsening

symptoms that would qualify for emergency medical care. Therefore, in the opinion of the consultant, the emergency visit on June 10, 1993, was not medically appropriate.

Because the Employee's spouse did not have acute medical symptoms that warranted emergency medical treatment, and because the symptoms had been present for one month and treatment could have been sought at a private physician's office, the Trustees conclude, in accordance with the provisions of the Plan, that the Employer is not required to provide benefits for the emergency room charge resulting from the Employee's spouse's evaluation and treatment on June 10, 1993. However, the Employer is required to provide benefits for the pharmacy and x-ray charges incurred in that visit, since these would have been incurred in a visit at a lower level of care.

Opinion of the Trustees

The Employer is not required to provide benefits for the emergency room charge resulting from the Employee's spouse's evaluation and treatment on June 10, 1993. However, the Employer is required to provide benefits for the pharmacy and x-ray charges incurred in that visit, since these would have been incurred in a visit at a lower level of care.