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OPINION OF TRUSTEES

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In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 11-0030 – May 6, 2013

Trustees: Michael H. Holland, Daniel L. Fassio, and Marty D. Hudson

The Trustees have reviewed the facts and circumstances of this dispute concerning the provision of benefits under the terms of the Employer Benefit Plan.

Background Facts

The Complainant's spouse sought medical treatment at the local emergency room on February 29, 2012, complaining of nausea, vomiting and diarrhea with an onset the day of admission. Symptoms were reported as moderate at worst and unchanged while in the emergency department. The emergency physician noted the patient was in no acute distress and vital signs and physical examination were normal. Nurse's notes document an additional complaint of abdominal pain rated 6 out of 10 and described as crampy and intermittent.

Respondent's Third Party Administrator denied the charges for the emergency room visit and upheld the original denial on the basis that the discharge diagnoses of gastroenteritis indicated that the Complainant's medical condition did not warrant emergency medical treatment.

Dispute

Is Respondent required to provide benefits for Complainant's emergency room visits on February 29, 2012?

Positions of the Parties

Position of the Complainant: The Complainant experienced acute symptoms and utilized the emergency room the same day as the onset of those symptoms. In addition, the nearest urgent care facility is in the adjoining state. The charges are a covered benefit as provided for in the Employer Benefit Plan.

Position of the Respondent: The February 29, 2012 discharge diagnosis does not indicate that Complainant was treated in the emergency room for an emergency medical condition and therefore is not entitled to 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

Article III.A(2)(a) of the Employer Benefit Plan provides benefits for emergency medical treatment if the emergency medical treatment is rendered within 48 hours following the onset of acute medical symptoms. The Funds' Medical Director reviewed the file, including the emergency room records, and opined that the medical records do not document the onset of medical symptoms prior to her emergency room visit on February 29, 2012, of an acuity that within reason would warrant a need for urgent medical evaluation and/or treatment. Therefore, the charges associated with this visit are not a covered benefit under the terms of the Employer Benefit Plan.

Respondent's consideration of non-emergent diagnosis discharge codes as the basis for determining the medical necessity or appropriateness of coverage of emergency medical treatment under the Employer Benefit Plan is not consistent with the terms, provisions, and requirements of the Employer Benefit Plan.

Opinion of the Trustees

Pursuant to Article III.A(2)(a) of the Employer Benefit Plan, Respondent is not required to provide benefits for Complainant's emergency room visit on February 29, 2012.