

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No. 131, September 29, 1980

Board of Trustees: Harrison Combs, Chairman; John J. O'Connell, Trustee Paul R. Dean, Trustee.

Pursuant to Article IX of the United Mine Workers of America 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 vision benefits for an Employee's dependent daughter and hereby render their opinion on the matter.

Background Facts

Complainant is an active mine worker eligible for health benefits under the Employer's Plan. The Employee's dependent daughter was examined by an ophthalmologist and received a new pair of glasses with tinted oversized single lenses. The total charge for these services was \$123.50. The insurance company paid \$34.00 according to the benefit schedule for frames and examinations and denied the remaining \$89.50 as non-covered services. Subsequently, the insurance company allowed an additional \$20.00 coverage for the single lenses when new evidence was submitted by the physician, thus leaving \$69.50 as a non-covered expense.

Dispute

Is the Employer responsible for payment of charges related to vision care for the Employee's daughter to the extent those charges exceed the amount allowable under the Plan?

Position of Parties

Employee: The Employer should pay for the charges related to the lenses, frames and examination for the Employee's daughter. The physician has stated that she had outgrown her glasses and required new ones.

Employer: Payment has been made according to the limits established in The Benefit Plan. The schedule of charges allows \$20.00 for an examination, \$14.00 for frames and \$20.00 for single lenses (maximum two) if the beneficiary meets the prescription limitation. These charges were paid to the maximum limit under the Vision Care Program of the Employer's Plan.

Applicable Regulations

Article III, Section C of The Employer's Plan provides as follows:

(1)

<u>Benefits</u>	<u>Actual Charge up to Maximum Amount</u>	<u>Frequency</u>
Vision Examination	\$ 20.00	Once every 24 months
Per Lens (maximum = 2)		Once every 24 months
o single vision	10.00	
o bifocal	30.00	
o trifocal	20.00	
o lenticular	25.00	
o contact	15.00	
Frames	14.00	Once every 24 months

(2) Lenses will not be covered unless the new prescription differs from the most recent one by an axis change of 20 degrees or .50 diopter sphere or cylinder change and the lenses must improve visual acuity by at least one line on the standard chart.

(3) Exclusions include:

- (a) Sunglasses (other than Tints No. 1 and No, 2);
- (b) Extra charges for photosensitive or anti-reflective frames.

Discussion

The Plan allows coverage for vision care services on a limited basis. The schedule of charges (Article III, C (1)) defines the maximum amount provided and the Employer has made payment accordingly.

Opinion

The Trustees are of the opinion that the Employer is not responsible for the payment of charges related to vision care for the Employee's daughter to the extent those charges exceed the maximum amount allowable under the Plan.