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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 214, March 26, 1981

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 payment for emergency room charges and hereby render their opinion on the matter.

### Background Facts

The Employee is an active mine worker eligible for health benefits under the Employer's Plan. On October 9, 1980, the Employee's spouse suffered a second degree burn on her left hand when lifting a hot pan. She received immediate treatment for the burn at a hospital emergency room, incurring charges of \$29.65, which were paid by the Insurance Carrier.

Subsequently, on October 13, 14, and 16, 1980, the Employee's spouse returned to the emergency room in order to have the dressings on the burn changed. She was seen by a different physician each time. Each time she returned for treatment, she incurred an emergency room charge of \$20.00. The Insurance Carrier denied charges totalling \$60.00 for three emergency room visits.

### Dispute

Is the Employer responsible for the payment of emergency room charges incurred by the Employee's spouse for follow-up treatment rendered in a hospital emergency room?

### Position of Parties

Position of the Claimant: The Employee requests that the Insurance Carrier reconsiders its denial of the emergency room charges, stating "if the doctor is not able to treat the patient in his office, and tells (spouse) to come to E.R. then you (Employer) should be liable for any bills occurring from E.R. visits".

Position of the Respondent: In accordance with Article III, A (3) (i) of the Employer's Plan and 1978 Contract Question and Answer No. 70, the Employer is not responsible for the emergency room charges incurred by the Employee's spouse.

Applicable Regulations

- Article III, A (2) (a) of the Employer's Plan provides as follows:

Benefits are provided for a Beneficiary who receives emergency medical treatment or treatment of an injury as a result of an accident, provided such emergency medical treatment is rendered within 48 hours following the onset of medical symptoms or the occurrence of the accident.

- Article III A (3) (i) of the Employer's Plan provides as follows:

When provided by a physician, benefits are provided for a Beneficiary who receives outpatient emergency medical treatment or treatment of an injury as a result of an accident, provided such emergency medical treatment is rendered within 48 hours following the onset of symptoms or the occurrence of the accident.

- 978 Contract Question and Answer No. 70, as approved by the Trustees on March 13, 1979, provides as follows:

Subject: Follow-up Care to Emergency Treatment

- Question: 1. A beneficiary requires follow-up services to emergency treatment which are rendered beyond the 48-hour initial emergency care limitation, and which are also rendered in an emergency room. Will the plan pay for both the medical treatment and the emergency room charges?
2. A beneficiary requires emergency room treatment and receives it within 48 hours of the onset of symptoms. After the 48 hour period has expired acute symptoms reappear. If the beneficiary goes to the emergency room for treatment within 48 hours of the reappearance of acute symptoms, will the plan pay for both the medical treatment and the emergency room charges?

- Answer: 1. In this situation, the charge for emergency room service is not covered. Charges for medical treatment which is covered under the Plan when performed in other than an emergency room are, however, covered.
2. Yes.

Discussion

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1978 Contract Q & A #70 provides that follow-up services to emergency treatment which are rendered in an emergency room after the 48 hour initial emergency care limitation, are not covered under the Employer's Plan. The only exception is when the follow-up treatment is for the reappearance of acute symptoms.

The Employee's spouse returned to the emergency room three times for routine follow-up treatment after the initial emergency care for her burned hand. In accordance with Q & A #70, these three emergency room visits rendered subsequent to the initial treatment are not covered. The Employee's statement that the physician had ordered the spouse to return to the emergency room for follow-up treatment does not change the Employer's responsibility under Q & A #70.

Opinion of the Trustees

The Trustees are of the opinion that the Employer is not responsible for payment of the charges incurred by the Employee's spouse for follow-up treatment rendered in a hospital emergency room.