
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 81-78-March 26, 1984

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 the reversal of a tubal ligation. They hereby render their opinion on the matter,

Background Facts

On February 10, 1982, the Employee's spouse underwent a tubal reanastomosis or the reversal of a sterilization procedure. In his Request for Advisory Opinion, the Employee claimed that his spouse called the Employer on January 21 and 25, and February 9, 1982, to verify coverage of the procedure under the Employer's Benefit Plan. The Employee also submitted a statement from the surgeon's bookkeeper indicating that she contacted the Employer twice on January 22, 1982, "to verify the spouse's insurance coverage." Also submitted was a copy of the bookkeeper's telephone note of January 22, 1982, showing the patient's identifying information, a description of the Procedures "tubal reanastomosis, under the heading "Predetermination of Benefits," and an indication that the patient was "covered until 3rd week of February,"

In response, the Employer stated that, although its Claims examiners verified the Employee's spouse's eligibility under its Plan, at no time did either implicitly or explicitly, verify or imply that the tubal reanastomosis was a covered service under its Plan. On this basis, it denied payment for the charges incurred as a result of the surgery.

As part of their investigation of this dispute, a member of the Trustees' staff interviewed the Employee and his spouse, the Employer's Plan Administrator and the Plan Administrator's Employee with whom the spouse spoke. According to the spouse, she called the Plan Administrator's office on January 21, 1982, because her husband was then on lay-off: She was uncertain whether he would have continued coverage at the time of her operation, and her physician required that she have insurance coverage before he would perform the surgery. The spouse thought she may have referred to the procedure during that conversation, but was not certain about this and had no record of the conversation. After the physician again questioned

whether the Employee had insurance coverage, the Employee called the Plan Administrator on January 22, 1982, and was informed that he would have continued coverage through July 1982. The spouse contacted the Plan Administrator again on January 25 and on February 9, 1982, to confirm that she had coverage, but has no record of these calls. The Employee also provided the Trustees with a copy of a claim for a visit to the physician that was paid by the Respondent. The claim was submitted to the Plan Administrator on February 3, 1982, and paid on February 25, 1982.

The Plan Administrator stated that its claims examiners answer beneficiaries' questions concerning their periods of benefits coverage eligibility but are not authorized to grant prior authorization for coverage of specific services. Requests for prior authorization are referred to its Manager of Health Services or its Director of Workers' Compensation and Medical Benefits, and prior authorization is only provided in writing. The Plan Administrator has no record that it granted prior authorization for the spouse's surgery. The Plan Administrator does not require its claims examiners to keep notes of telephone inquiries verifying coverage.

The Plan Administrator's claims examiner with whom the spouse spoke stated emphatically that the spouse had not asked her whether the specific procedure would be covered. The claims examiner did not recall speaking with the Employee or with the physician's bookkeeper.

Based on his interviews with the above individuals, the Trustees' staff member concluded that the purpose of the calls to the plan administrator by the spouse, the Employee, and the physician's bookkeeper was to verify the spouse's eligibility for benefits coverage, not to request prior authorization for the surgery. The staff member also concluded that neither the Plan Administrator nor any of its employees granted prior authorization for the surgery.

Dispute

Is the Employer responsible for payment of the charges resulting from the Employee's spouse's tubal reanastomosis on February 10, 1982?

Positions of the Parties

Position of the Employee: The charges for the reversal of the Employee's spouse's tubal ligation should be considered a covered benefit since a representative of the company authorized payment of the medical expenses resulting from this procedure,

Position of the Employer: The charges resulting from the Employee's spouse's elective reversal of a previous tubal ligation are not covered since Article A. (11) (a) 14 of the Benefit Plan specifically excludes charges for the reversal of sterilization procedures. In addition, the Employer denies that prior authorization was ever granted by the Plan Administrator for coverage of the charges for this procedure.

Pertinent Provisions

Article III A. (11) (a) 14. of the Employer's Benefit Plan provides:

Article III - Benefits

A. Health Benefits

(11) General Exclusions

(a) In addition to the specific exclusions otherwise contained in the Plan, benefits are also not provided for the following:

14. Charges for reversal of sterilization procedures.

Discussion

Under Article III A, (11) (a) 14. of the Employer's Benefit Plan, charges for the reversal of sterilization procedures are specifically excluded from cover' age, However, the Employee and his spouse contend that prior authorization of this procedure was obtained from the company and, therefore, that payment should be made. The Employee has not submitted any evidence that his spouse received prior authorization in writing. And, based on interviews with the Employee, the spouse, the Plan Administrator, and the Plan Administrator's claims examiner, Funds' staff has concluded that, although the Employee's spouse and representatives of her treating physician's office contacted the Employer to determine the Employee's spouse's eligibility for health benefits coverage, the specific issue of authorization for the reversal of a tubal ligation had never been raised nor addressed. Only the fact that the Employee's spouse was eligible for health Benefits coverage was verified by the Employer's representative. In addition, at no time did the employer explicitly or implicitly verify that the Employee's Spouse's health benefits coverage would cover the tubal reanastomosis. Therefore, as the procedure is specifically excluded from coverage under the provisions of the Employer's Benefit Plan, the Employer is not responsible for payment of the Employee's spouse's tubal reanastomosis.

Opinion of the Trustees

The Employer is not responsible for the provision of benefits for the referral of the Employee's spouse's sterilization procedure,