
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No. 81-253-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 chiropractic services. They hereby render their opinion on the matter.

Background Facts

The Employee is an active mine worker eligible for health benefits under the Employer's Benefit Plan. Beginning as early as October 1981, the Employee and his dependents received services of a chiropractor. Although chiropractic services are excluded from coverage under the Employer's Benefit Plan, a statement in file submitted by the provider indicates that, prior to providing the first treatment in October 1981, the Employer confirmed to one of the provider's staff members that chiropractic services were covered under the Plan. Furthermore, the Employer paid several claims submitted by the provider which led the Employee to believe these services were covered. Relying on that belief, the Employer and his family continued to receive chiropractic treatments. In October 1982, the Employer's insurance carrier recognized their payment error and refuse to make further payment for the non-covered services. After the Employee was informed in October 1982 that the chiropractic services were not a covered benefit, he ceased receiving care from this provider. The Employee maintains, however, that the Employer is responsible for payment of the outstanding charges resulting from the care provided by the chiropractor through the date that he was notified that these services were not covered under the Employer Benefit Plan. The Employer has denied payment of these charges. It has not, However, required the Employee to reimburse the payments already issued,

Dispute

Is the Employer responsible for payment of charges resulting from chiropractic care the Employee and his family members received prior to being notified that this was a non-covered service?

Positions of the Parties

Position of the Employer: The Employer should be liable for the unpaid charges resulting from the chiropractic care received by the Employee and his dependents, since payment had been made for this service in the past and because coverage of these services was confirmed by a representative of the Employer.

Position of the Employer: Payment for the chiropractic care provided to the Employee and his family was made in error and, once discovered, additional charges were denied. Since chiropractic care is specifically excluded under the Plan, additional payment for the non-covered services cannot be made.

Pertinent References

Article III A. (3) (p) 1. of the Employer's Benefit plan provides:

Article III - Benefits

A. Health Benefits

(3) Physicians' Services and Other Primary Care

(p) Services Not Covered

1. Services rendered by a chiropractor or naturopanic services.

1981 Contract Q&A Number 81-26 states:

Subject: Chiropractic Care and Services

References: Amended 1950 & 1974 Benefit Plans & Trust, Article III, Sections A (3) (p)
(1)

Question:

1. Are benefits provided for chiropractic care?
2. Are benefits provided for medical supplies billed by a chiropractor:

Answer:

1. No, Chiropractic care is a Medicare-covered but not a Funds covered benefit. However, for Funds Medicare enrolled beneficiaries the Funds will pay the

Medicare covered portion of chiropractic charges. For Funds non-Medicare beneficiaries no coverage will be provided for chiropractic care.

2. No.

Discussion

According to Article III X. (3) (p) 1. of the Employer's Benefit Plan and 1981 Contract Q&A 81-26, services rendered by a chiropractor are not covered.

In this case, however, the Employer had covered chiropractic services provided to the Employee and his dependents in the past and had confirmed to the provider that services were covered. The Employee and his dependents relied on these facts in continuing to receive chiropractic care. The Employee has further indicated that, had he known that these services were not covered, neither he nor his dependents would have continued receiving this care. It is apparent from the records contained in this file that, initially, the Employer's insurance carrier issued erroneous payments for the chiropractic services. On recognizing its error, the insurance carrier, on behalf of the Employer, declined further payment of charges for the chiropractic services. After the Employee was formally notified, by letter of October 29, 1982, that the chiropractic services were not covered under the Plan, he discontinued treatment.

Although chiropractic care is excluded from coverage under the Employer's Plan, the Employee relied on the actions and statements of the Employer which indicated that these services were covered. It is noteworthy that, once formally notified that chiropractic care was not covered under the Employer's; Plan, the Employee and his dependents ceased to receive such care.

Considering all the facts in this dispute, the Trustees are of the opinion that the Employer is responsible for payment of the charges incurred by the Employee and his dependents for the chiropractic services provided to them from October 1981 through October 1982. Thereafter, the Employer is not responsible for payment of charges for chiropractic services rendered to the Employee or his dependents.

Opinion of the Trustees

The Employer is responsible for payment of the charges for chiropractic services provided to the Employee and his dependents from October 1981 through October 1982 in this case.