

OPINION OF TRUSTEES

---

In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 81-503 - April 29, 1985

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William B. Jordan, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., 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 level of health benefits coverage for the dependent of an Employee. They hereby render their opinion on the matter.

Background Facts

The Complainant is an active miner who has been employed by the Respondent for approximately eighteen years. The Complainant's daughter, born August 18, 1961, was covered as a dependent under the Respondent's Employer Benefit Plan (Employer Plan) until she began working in May 1980. She worked in a variety of jobs including a position at a convenience store where she was working when she was involved in an automobile accident on March 11, 1982, in which she suffered a neck injury. She subsequently returned to work and on May 8, 1982, was involved in a second automobile accident resulting in a back injury, later diagnosed as a lumbar strain.

Shortly thereafter the Complainant notified the Respondent of his daughter's disability and requested that she be reinstated as his dependent for health benefits purposes. The Respondent provided coverage for the daughter as a disabled child and obtained an executed subrogation agreement for recovery of expenses related to the automobile accident.

Although the Complainant's daughter became age twenty-two (22) on August 18, 1983, the Respondent's insurance carrier continued to pay claims through and including February 28, 1984. According to claims payment history records maintained by the Respondent, the first denial of claims occurred on March 1, 1984.

On April 19, 1984, the Complainant completed an application for continuation of coverage for his daughter under the Employer Benefit Plan. On June 20, 1984, the Complainant was advised by the Respondent's insurance carrier that, on review of the attending physician's statements, it had been determined that his daughter did not meet the guidelines for coverage as a disabled dependent.

The Complainant contends that his daughter's injuries have prevented her from returning to work until she completes a course of education which will allow her to perform a job within her physical restrictions. He feels that because she remains fully dependent upon him, she should be entitled to benefits coverage during her period of "rehabilitation." In the absence of a fully favorable decision, he has asked that the Respondent be held responsible for all outstanding medical bills incurred through July n, 1984 (the date on which the request for Resolution of Dispute was submitted).

The Respondent denies responsibility for benefits coverage for the Complainant's daughter after she attained age 22, stating that while she may continue to suffer limited bending and lifting capabilities, she is not disabled and is therefore not a dependent under the terms of Article II 0(5) of the Employer's Plan. Furthermore, the Respondent denies responsibility for any services rendered prior to the effective date and subsequent to the expiration of the beneficiary's period of eligibility.

#### Dispute

Is the Respondent responsible for providing health benefits coverage for the Complainant's daughter as a disabled dependent after she reached age twenty-two?

#### Position of the Parties

Position of Complainant: Because the Employee's daughter was injured prior to attaining age 22, she should be provided with health benefits coverage while she is attending school and remains totally dependent on him for support. Alternatively, should it be determined that she is not eligible for continued coverage, the Respondent should be held responsible for payment of outstanding bills incurred prior to July n, 1984, the date on which the Request for Resolution of Dispute was submitted.

Position of the Respondent: The Respondent is not responsible for providing benefits coverage for the Complainant's daughter because:

1. She is not a disabled dependent;
2. She was not a covered dependent at the time of the alleged disability; and
3. Benefits are not provided for services rendered prior and subsequent to a beneficiary's period of eligibility.

Pertinent Provisions

Articles II. D. (2) and (5) of the Employer Benefit Plan provide:

D. Eligible Dependents

Health benefits under Article III shall be provided to the following members of the family of any Employee, Pensioner, or disabled Employee receiving health benefits pursuant to paragraphs A, B, or C of this Article II:

- (2) Unmarried dependent children of an eligible Employer or Pensioner who have not attained age 22;
- (5) Dependent children (of any age), of an eligible Employee, Pensioner or spouse, who are mentally retarded or who become disabled prior to attaining age 22 and such disability is continuous and are either living in the same household (residence) with such Employee or Pensioner or are confined to an institution for care or treatment. Health benefits for such children will continue as long as a surviving parent is eligible for health benefits.

Question and Answer (Q&A) H-6 (81) (part 1) provides:

Subject: HEALTH BENEFITS; Disabled Children H-6 (81)  
Reference: (50B) II G(S), II D; (74B) II C(5), II D

Question:

Certain dependent children (of any age) are eligible for health benefits if they are mentally retarded or become disabled prior to attaining age 22 and such disability is continuous.

- (1) What is the standard for determining whether the dependent child is "mentally retarded or disabled"?

Answer

- (1) A person is "mentally retarded or disabled" if the person has any professionally determinable physical, mental, or psychological impairment which precludes the person's living or functioning independently of his/her parent(s) or an institution.

Discussion

Under Article II D. (5) of the Employer Benefit Plan, coverage is provided to dependent children who become disabled prior to age 22. In this case, however, a question has been raised as to whether the residual effects of the injuries suffered by the Complainant's daughter render her disabled within the meaning of Q&A H-6 (81). Under Q&A H-6, a person is considered to be disabled "if the person has any professionally determinable physical, mental or psychological impairment which precludes the person's living or functioning independently of his/her parent(s) or an institution."

The Complainant contends that his daughter is totally dependent upon him at the present time, and that the Respondent should provide health benefits coverage to her while she remains dependent. His rationale for this claim is that injuries she received prior to age 22 prevented her from continuing in the job she held at the time and require that she pursue vocational rehabilitation to learn a skill that will allow her to function within her physical limitations. In a review of relevant clinical evidence submitted by the Complainant, a Funds medical consultant determined that a work evaluation on the daughter, dated April 18, 1984, indicated a lifting limitation of 40 pounds and restrictions on repetitious bending and lifting, but that "these restrictions would not prevent [her] from engaging in a wide range of employment endeavors.... Consequently, she should not be considered "disabled" within the meaning of Article II. D.(5). Accordingly, the Trustees conclude that the Complainant's daughter ceased to satisfy the requirement of Article II.D. (5) as of April 18, 1984.

The Complainant has asked, however, whether the Respondent is responsible for payment of medical services incurred after his daughter reached age 22 and prior to his receipt of a letter dated June 20, 1984, advising the Complainant that no additional benefits would be provided for his daughter because the Respondent had determined that the daughter was no longer a disabled dependent.

The Respondent denies any responsibility for services after the Complainant's daughter attained age twenty-two (22), on August 18, 1983. The Respondent has stated that the Complainant visited its office following his daughter's accidents and specifically asked that his daughter's benefits' coverage be reinstated due to her disability. On the basis of this request, the Respondent provided coverage for the daughter as a dependent child during the period of disability which "continued for an unknown period of time" beyond the daughter's twenty-second birthday. The first time a claim on her behalf was rejected was March 1, 1984. The Complainant completed an application for Continuance of Coverage for Incapacitated Children on April 19, 1984. On June 20, 1984, the Complainant was advised by the Respondent's insurance carrier that a review of the attending physician's statements had determined that his daughter did not meet the guidelines for coverage as a disabled dependent.

The Respondent provided coverage, based on the Complainant's request, from August 18, 1983, until March 1, 1984. The Complainant was not notified of the intent to terminate coverage until June 20, 1984. However, at least by April 19, 1984, the Complainant knew that his daughter's

Opinion of Trustees  
Resolution of Dispute  
Case No. 81-503  
Page 5

eligibility was in question because he filed an application for Continuance of Coverage for Incapacitated Children.

Consequently, the Trustees have determined that the Respondent is not responsible for the provision of coverage beyond the date coverage ceased.

Opinion of the Trustees

The Respondent is not responsible for the provision of coverage for the Complainants daughter beyond the date coverage ceased.