

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 81-575 - 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 ("UMWA") 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 health benefits coverage for an Employee under the terms of the Employer Benefit Plan. They hereby render their opinion on this matter.

Background Facts

The Complainant performed classified work for the Respondent from July 1977 through December 1984. In December 1979, he injured his back on the job and reported the injury to the Respondent, as well as to its worker's compensation insurance carrier. Neither party has submitted any evidence that the Complainant actually received a worker's compensation award or agreed to a settlement of a worker's compensation claim that might have excluded payment for future medical expenses arising from the December 1979 injury. The Complainant reported no further problems with this injury until July 1984, when he was admitted to the hospital for medical treatment. He filed his medical claims with the worker's compensation carriers. According to the Respondent, the claims were denied due to a Virginia statute of limitations of two years on an injury recurrence claim. The Complainant subsequently filed the claims with the Respondent's health insurance carrier. Payment of these claims was denied "because the injury was work related."

The Complainant believes that he was eligible for health benefits coverage at the time of his hospitalization, and that the Respondent should be responsible for payment of his medical bills. The Respondent maintains that it is not responsible for payment of these bills because both its worker's compensation carrier and hospital insurance carrier have denied the claim for legitimate reasons.

Dispute

Is the Respondent responsible for payment of the Complainant's medical bills incurred in July 1984 for treatment to his back?

Position of the Parties

Position of Complainant: The Respondent is responsible for provision of health benefits coverage to the Complainant and should pay medical bills incurred in July 1984.

Position of the Respondent: The Respondent is not responsible for payment of the medical bills in question because its worker's compensation carrier rightfully denied coverage under the statute of limitations and its medical insurance carrier legitimately denied the claim under the general exclusion pertaining to cases covered by worker's compensation laws.

Pertinent Provisions

Article I (1) (2) and (4) of the Employer Benefit Plan provides:

Article I - Definitions

The following terms shall have the meanings herein set forth:

1. "Employer" means (coal company).
2. "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1981, as amended from time to time and any successor agreement.
4. "Employee" shall mean a person working in a classified job for the Employer, eligible to receive benefits hereunder.

Article II A of the Employer Benefit Plan provides:

Article II - Eligibility

The persons eligible to receive the health benefits pursuant to Article III are as follows:

A. Active Employees

Benefits under Article III shall be provided to any Employee who:

- (1) is actively at work* for the Employer on the effective date of the Wage Agreement; or...

*"Actively at work" includes an Employee of the Employer who was actively at work on March 26, 1981, and who returns to active work with the Employer within two weeks after the effective date of the Wage Agreement.

Article III A (11) (a) (1) of the Employer 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:

1. Cases covered by workers' compensation laws or employer's liability acts or services for which an employer is required by law to furnish in whole or in part.

Discussion

Under Article II A (1) of the Employer Benefit Plan, the Complainant, an active Employee, is eligible for health benefits coverage by the Respondent. Article III A (11) of the Plan outlines general exclusions, one of which is "cases covered by worker's compensation laws or Employer's liability acts or services which an Employer is required by law to furnish in whole or in part." However, there is no evidence that the Complainant received a worker's compensation award or agreed to settle a worker's compensation claim.

As the Complainant's July 1984 medical treatment for his back did not meet the criteria for consideration as a workers' compensation case because the two year statute of limitations had expired, the Trustees find that it cannot be considered a "case covered by worker's compensation" within the meaning of Article III A (11). The Trustees therefore conclude that the Respondent is responsible for payment of medical bills incurred by the Complainant in July 1984.

Opinion of the Trustees

The Respondent is responsible for payment of the Complainant's medical bills incurred in July 1984.