
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 84-518 - June 9, 1988

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 for emergency room care under the terms of the Employer Benefit Plan.

Background Facts

The Employee had an ingrown toenail surgically removed in his physician's office on November 26, 1986. When the physician performed the surgery, he told the Employee that since he would be out of town from November 26 until December 1, 1986, the Employee should go to the local emergency room on November 28, 1986 to have the dressing changed and to have a physician check the site for infection.

The Employer covered the portion of the charges incurred in the emergency room for the physician and for the supplies but denied the charge for the use of the emergency room facility itself. The Employer states that under Article III. A. (3)(i) of the Employer Benefit Plan, emergency medical treatment must be rendered following the "onset of acute medical symptoms or the occurrence of an accident." The Employer contends that the Employee's emergency room treatment failed to satisfy these conditions; therefore, it is not a covered benefit.

Dispute

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

Positions of the Parties

Position of the Employee: The Employer is responsible for the payment of the emergency room charge incurred by the Employee for follow-up treatment rendered in a hospital emergency room. The treatment was medically necessary and prescribed by his physician.

Position of the Employer: The Employer is not responsible for the payment of the emergency room charge incurred by the Employee for follow-up treatment rendered in a hospital emergency room because no acute medical symptoms existed when the emergency room treatment was sought.

Pertinent Provisions

The Introduction to Article III of the Employer Benefit Plan states in part:

Covered services shall be limited to those services which are reasonable and necessary for the diagnosis or treatment of an illness or injury and which are given at the appropriate level of care, or are otherwise provided for in the Plan. The fact that a procedure or level of care is prescribed by a physician does not mean that it is medically reasonable or necessary or that it is covered under this Plan.

Article III. A. (2)(a) of the Employer Benefit Plan provides:

(2) Outpatient Hospital Benefits

(a) Emergency Medical and Accident Cases

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

Discussion

Article III. A. (2)(a) of the Employer Benefit Plan provides that emergency medical treatment is a covered benefit when it is rendered within 48 hours following the onset of acute medical symptoms. In this case, the Employee had minor surgery in his physician's office, which required follow-up care (a dressing change). The Employee visited the local emergency room for the follow-up care because his physician was unavailable. Although the Employee was advised by his physician to have the dressing changed at the emergency room, the Benefit Plan booklet provided by the Employer to its Employees following the effective date of the 1984 Wage Agreement includes the provisions cited above which specify the conditions under which emergency medical treatment is a covered benefit.

The emergency room care provided in this case was not prompted by the onset of acute medical symptoms and was not of an emergency nature. Therefore, the Employer is not responsible for providing coverage for the emergency room charge.

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The Employer is not responsible for providing coverage for the emergency room charge resulting from the Employee's visit on November 28, 1986.