
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 84-602 - June 7, 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 benefits for chiropractic services under the terms of the Employer Benefit Plan.

Background Facts

The Employee's spouse, a resident of Utah, received treatment by a chiropractor from December 3, 1987 through December 15, 1987. The Employer stated that, although the services of chiropractors are excluded under the Employer Benefit Plan, it provides coverage for them at the reasonable and customary rate because state law in Utah requires that Utah-based insurance companies recognize licensed chiropractors as medical providers. The Employer says it provided health benefits coverage at the reasonable and customary rate for the Employee's spouse's radiology and laboratory tests and office visits (excluding copayment charges). It denied \$70.00 of the charges, which it considered to be excessive, because it is not required to pay for charges above the reasonable and customary rate under the Employer Benefit Plan. The Employee asks whether the Employer is responsible for payment of the outstanding balance of \$70.00 for chiropractic services.

Dispute

Is the Employer responsible for payment of the outstanding charge for chiropractic services?

Positions of the Parties

Position of the Employee: The Employer is responsible for payment of the outstanding charge for the Employee's spouse's chiropractic services.

Position of the Employer: Even though the Employer has been paying reasonable and customary charges for chiropractic services above and beyond the provisions of the Employer Benefit Plan, the Employer is not required to hold the Employee harmless for non-covered services.

Pertinent Provisions

Article III. A. (3) (p) 1. of the Employer Benefit Plan states:

(p) Services not covered

1. Services rendered by a chiropractor or naturopathic services.

Discussion

Article III. A. (3)(p) 1. of the Employer Benefit Plan states that services rendered by a chiropractor are specifically excluded from coverage. The Employer has been paying the usual and customary rate for chiropractic services because, under Utah state law, Utah-based insurance carriers are required to recognize licensed chiropractors as medical providers and to provide health benefits coverage for their services. Under Article III A. (10) (g) 2., an Employee may be liable for any services of the provider which are not provided under the Plan. Chiropractic services are not provided under the Plan.

Opinion of the Trustees

The Employer is not responsible for payment of the outstanding charge for the Employee's spouse's non-covered services.