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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 84-673 - November 17, 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 emergency room care under the terms of the Employer Benefit Plan.

### Background Facts

On January 9 and January 19, 1988, the Employee's spouse sought medical evaluation and treatment at a hospital emergency room. According to the January 9, 1988 emergency room record, the Employee's spouse had complaints of pain in her right leg and hypertension. The emergency room physician diagnosed the Employee's spouse's condition as sciatica (pain in the lower back, buttock or hip) on the right side, and ordered oral pain medication and a three-week course of physical therapy.

According to the January 19, 1988 emergency room record, the Employee's spouse again presented with complaints of pain in her right leg and hip. The record indicates that she stated that the pain had not lessened after 6 physical therapy treatments. Her doctor scheduled an MRI (magnetic resonance imaging) diagnostic test of her lumbar spine for January 21, 1988.

Initially, the Employer denied the charge related to the use of the emergency room on January 9, 1988, but later provided coverage for it. The Employer denied the charge related to the use of the emergency room on January 19, 1988 on the grounds that that emergency medical treatment was not sought within 48 hours of the onset of acute medical symptoms.

### Dispute

Is the Employer responsible for payment of the emergency room charge resulting from the Employee's spouse's evaluation and treatment on January 19, 1988?

### Positions of the Parties

Position of the Employee: The Employer is responsible for the payment of emergency room charge resulting from the Employee's spouse's evaluation and treatment on January 19, 1988, because such treatment was medically necessary.

Position of the Employer: The Employer is not responsible for payment of emergency room charge because treatment was not rendered within 48 hours following the onset of acute medical symptoms.

#### Pertinent Provisions

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

(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, providing such emergency medical treatment is rendered within 48 hours following the onset of acute medical symptoms or occurrence of an accident.

1988 Contract Q&A #81-10 states:

Subject: Definition of Emergency Treatment Benefit

References: Amended 1950 and 1974 Benefit Plans & Trusts, Article III, Sections A (2) (a) and A (3) (i)

Question:

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

1. Would emergency treatment for conditions such as the following be covered under this provision:
  - acute pain attributed to gout?
  - heart attack, severe chest pain, or congestive failure experienced by a patient with (chronic) heart disease?
  - intracranial bleeding or stroke experienced by a patient with hypertension?
  
2. Are benefits provided for inpatient and outpatient hospital and physicians' services following emergency treatment beyond the 48-hour initial care limit (for example, suture removal or cast removal)?

Opinion of Trustees  
Resolution of Dispute  
Case No. 84-673  
Page 3  
Answer:

1. Yes, because the symptoms are acute and require emergency treatment, even though the underlying illness causing the symptoms may be chronic.
2. Yes, if the follow-up treatment is covered under the Plan.

1981 Contract Q&A #81-85 states:

Subject: Follow-up Care to Emergency Treatment

References: Amended 1950 and 1974 Benefit Plans & Trusts, Article III, Sections A (2) and A (3) (i)

Question:

1. A beneficiary requires follow-up services to emergency treatment which are rendered beyond the 48-hour initial emergency care limitation, and which are also rendered in an emergency room. Are benefits provided for both the medical treatment and the emergency room charges?
2. A beneficiary requires emergency room treatment and receives it within 48 hours of the onset of acute symptoms. After the 48-hour period has expired the acute symptoms reappear. If the beneficiary goes to the emergency room for treatment within 48 hours of the reappearance of the acute symptoms, are benefits provided for both the medical treatment and the emergency room charges?

Answer:

1. In this situation, the charge for emergency room service is not covered. However, benefits will be provided for charges for medical treatment which is otherwise covered under the Plan.
2. Yes.

#### Discussion

Under Article III. A. (2)(a) of the Employer Benefit Plan, benefits are provided for emergency medical treatment when it is rendered within 48 hours following the onset of acute medical symptoms or the occurrence of an accident. Q&A #81-10 states that emergency room services are covered for the treatment of acute symptoms requiring emergency treatment, even though the underlying medical condition is chronic. Q&A #81-85 states that emergency room services are covered for the treatment of such recurring acute symptoms when emergency medical treatment is required and received within 48 hours of the recurrence.

Opinion of Trustees  
Resolution of Dispute  
Case No. 84-673  
Page 4

A Funds' medical consultant has reviewed this case and advised that there is nothing in the emergency room record of January 19, 1988 to indicate that the Employee's spouse's condition described as sciatica was either an acute condition or an acute exacerbation of a chronic condition which required emergency medical care. The consultant has advised that there is no evidence in either the nursing assessment or the physician's report of January 19, 1988 to indicate that the patient's condition had worsened or was deteriorating. Because the emergency room care sought by the Employee's spouse was not prompted by acute medical symptoms that were of an emergency nature, the Employer is not responsible for payment of the emergency room charge resulting from the Employee's spouse's evaluation and treatment on January 19, 1988.

Opinion of the Trustees

The Employer is not responsible for payment of the emergency room charge resulting from the Employee's spouse's evaluation and treatment on January 19, 1988.