
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-372 - July 25, 1991

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, 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 for an Employee's spouse under the terms of the Employer Benefit Plan.

Background Facts

On April 25, 1990, the Employee's spouse had an infected ingrown toenail on the right great toe partially removed in a hospital emergency room. The Employer paid the charges for the April 25, 1990 emergency room visit. On April 30, 1990, the Employee's spouse returned to the emergency room to have her toe checked for infection. The emergency room physician gave a diagnosis of infection/cellulitis of the right great toe. An antibiotic was administered by injection and the physician instructed the Employee's spouse to elevate, soak and apply heat to the toe. He also advised her to return to the emergency room in 24 hours to have the toe rechecked.

On May 21, 1990, the Employee's spouse returned to the emergency room to have her toe rechecked. The emergency room physician diagnosed cellulitis (inflammation of cellular tissue) of the right great toe and prescribed medication for the inflammation and Tylenol No. 3 for pain. He also instructed the Employee's spouse to elevate and soak the toe and to return to the emergency room for care if not better in 6 days.

On July 13, 1990, the Employee's spouse again sought medical evaluation and treatment at the emergency room. According to the emergency room records, the Employee's spouse had complaints of swelling and redness of the right great toe and it was noted that the toenail had turned blue. The emergency room physician diagnosed the Employee's spouse as having an ingrown toenail and recommended the removal of the right great toenail. The record indicates that the Employee's spouse did not want the nail removed that day. She stated she would return

another day. The physician prescribed Tylenol No. 3 for pain and instructed the patient to continue soaking the toe in warm water.

The Employer provided benefits for the charges incurred for physician fees, x-rays and medications during the visits of April 30, May 21 and July 13, 1990, but denied the charges for the use of the emergency room on those days.

Dispute

Is the Employer required to pay the emergency room charges resulting from the Employee's spouse's emergency room visits on April 30, May 21 and July 13, 1990?

Positions of the Parties

Position of the Employee: The Employer is required to pay the emergency room charges for all three visits because the treating physician only works out of the emergency room and the problem with the Employee's spouse's toenail persisted, requiring repeated visits to the emergency room.

Position of the Employer: The Employer is not required to pay the emergency room charges for the Employee's spouse's visits on April 30, May 21 and July 13, 1990 because in each instance treatment was not rendered within 48 hours of the onset of her symptoms and there is no evidence that the visits were prompted by an acceleration or intensification of her 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, provided such emergency medical treatment is rendered within 48 hours following the onset of acute medical symptoms or the occurrence of the 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 addition, Q&A 81-85 (copy attached) states that, if a beneficiary requires and receives emergency room treatment within 48 hours of the onset of acute medical symptoms and

the acute symptoms subsequently reappear, benefits may be provided for further emergency medical treatment if it is rendered within 48 hours of the reappearance of the acute symptoms.

On April 25, 1990, the Employee's spouse had an ingrown toenail partially removed in a hospital emergency room. She returned to the emergency room for medical evaluation and treatment of problems with the same toenail on April 30, May 21, and July 13, 1990. A Funds' medical consultant has reviewed the emergency room records for each of these visits and advises that the Employee's spouse's symptoms were not acute or serious enough to warrant treatment in an emergency room setting. Although the Employee states that the treating physician only worked out of the emergency room and that his spouse required care for recurring symptoms, the use of the emergency room for such routine follow-up treatment represents the provision of care at an inappropriate level. Because the emergency room visits in question were not prompted by the onset of acute medical symptoms, the use of the emergency room in each instance is not a covered service.

Opinion of the Trustees

The Employer is not required to pay the emergency room charges resulting from the Employee's spouse's visits on April 30, May 21 and July 13, 1990.