

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 84-078 - October 1, 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 level of health benefits coverage under the terms of the Employer Benefit Plan.

Background Facts

The Complainant is an active employee who is eligible for health benefits coverage under the Respondent's Employer Benefit Plan.

On February 18, 1985, the Complainant's eighteen year old son sustained a knee injury. He sought medical attention from his family physician on February 19, 1985. At that time, the son was referred to another physician who recommended immediate surgery. In order to obtain a second opinion, the Complainant contacted a third physician who recommended that the knee be observed for a period of four to six weeks. On February 22, 1985, the Complainant's son was married. On March 21, 1985, after several visits from the patient, the second physician determined that the knee was not healing as anticipated and corrective surgery was performed.

The Complainant has submitted medical bills incurred by his son relative to his March 21, 1985 surgery, totalling approximately \$3,600. The Respondent has stated that all medical charges with dates of service prior to the son's marriage on February 22, 1985 have been submitted to its Insurance Carrier and that all applicable payments have been issued. The Complainant has, however, submitted an explanation of benefits, provided by the Respondent's carrier, denying benefits for the son's hospitalization on March 21, 1985. The Respondent claims that as of February 22, 1985, the son no longer met the eligibility requirements for coverage as a dependent under Article II D. (2) of the Employer Benefit Plan. The Complainant contends that because his son was eligible for health benefits coverage on February 18, 1985, the date of injury, all subsequent charges incurred as the result of such injury are covered expenses under the terms of the Employer Benefit Plan.

Dispute

Is the Respondent responsible for the payment of charges incurred for treatment of a knee injury which occurred on February 18, 1985, but rendered subsequent to the date of the Complainant's son's marriage on February 22, 1985?

Position of the Parties

Position of the Complainant: The Respondent is responsible for payment of the charges in question as they were rendered for the treatment of an injury which occurred while the Complainant's son was eligible for health benefits coverage.

Position of the Respondent: The Respondent is not responsible for payment of the charges in question since on the date the services were rendered, the Complainant's son no longer satisfied the eligibility requirements as set forth in Article II D. (2) of the Employer Benefit Plan.

Pertinent Provisions

Article I (1), (2), (4) and (7) of the Employer Benefit Plan provide:

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.
- (7) "Dependent" shall mean any person described in Section D of Article II hereof.

Articles II A. (1) and D. (2) of the Employer Benefit Plan provide:

Article II - Eligibility

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

- D. Eligible Dependents

Health benefits under Article III shall be provided to the following members of the family of any Employee, Pensioner, or disabled Employee receiving health benefits pursuant to paragraphs A, B, or C of this Article II:

- (2) Unmarried dependent children of an eligible Employee or Pensioner who have not attained age 22;

Article III A. (13) (a) 2. (ii) of the Employer Benefit Plan provide:

(a) In addition to the specific exclusions otherwise contained in the Plan, benefits are also not provided for the following:

2. Services rendered
 - (i) prior to the effective date of Beneficiary's eligibility under the Plan,
 - (ii) subsequent to the period after which a Beneficiary is no longer eligible for benefits under the Plan.

Discussion

The Complainant is an active classified employee of the Respondent who satisfies the eligibility requirements for health benefits coverage as set forth in Article II A. (1) of the Employer Benefit Plan. The Complainant's son was receiving health benefits coverage as an eligible dependent under Article II D. (2) of the Employer Benefit Plan at the time he sustained a knee injury on February 18, 1985. On February 22, 1985, the son married at the age of eighteen. The Complainant contends that, although Article II D. (2) of the Plan provides health benefits coverage to "unmarried dependent children," any medical charges for services rendered after his son's marriage as the result of the injury which occurred before the marriage should be covered under the Employer Benefit Plan.

The Respondent has denied responsibility for the payment of the medical charges incurred by the Complainant's son on March 21, 1985. The Respondent based its denial on Article II D. (2) of the Employer Benefit Plan which provides health benefits coverage for unmarried dependent children of an eligible Employer who have not attained age 22. The Respondent further notes that "there is no provision for the extension of benefits coverage past the date the dependent ceases to meet the subject requirements".

Inasmuch as Article II D. (2) of the Employer Benefit Plan provides health benefits coverage for unmarried dependent children of an eligible Employee who have not attained the age of 22, and Article III A. (13) (a) 2.(ii) states that benefits are not provided for services rendered subsequent to the period after which a Beneficiary is no longer eligible, the Trustees are of the opinion that eligibility for such coverage ceases on the date the child of an eligible Employee no longer

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satisfies the eligibility requirements as set forth in Article II D. (2) of the Plan. Accordingly, coverage for the Complainant's son terminated on February 22, 1985, the date of his marriage.

Opinion of the Trustees

The Respondent is not responsible for the payment of the medical charges incurred by the Complainant's son on March 21, 1985.