

**SPECIAL ARTICLE**  
**RELATIONSHIPS BETWEEN DERMATOLOGIST, EMPLOYEE,**  
**EMPLOYER AND INSURANCE CARRIER \***

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This "ETERNAL QUADRANGLE" in which the dermatologist finds himself when he undertakes the management of an occupational dermatosis is literally packed with misunderstandings and the potential of ill-feelings. In the first place the dermatologist is all too likely to look upon a case of occupational dermatosis as a sort of Pandora's Box, wherein he finds not only a disgruntled patient to care for, and at least one detailed report to render, but probably a controversy with the employer and/or the insurance carrier; then, to cap the climax, he will be paid on the basis of a fee schedule which is thrust upon him and is considerably lower than his regular one. He may even tend to develop a blind spot involving the diagnosis of occupational dermatosis and, consciously or unconsciously, seek to justify some other diagnosis. Such self-deception is always unfortunate and futile, because when the true nature of the case forces itself upon him, as it eventually must if he is intellectually honest, the situation is not only embarrassing but actually much more complicated and troublesome than it would have been had the nature of the case been recognized in the first place.

The dermatologist may find in his patient not only a dermatologic problem but an individual whose first inclination is to blame all of his trouble on his job, the hazards of which he feels to be the fault of his employer. He is aware that if this proves to be the case insurance will pay for his treatment, whereas he himself will have to pay if his dermatosis is not related to his work.

The dermatologist may find in the employer, or whoever is responsible for such employee relationships, an individual who is loath to believe that the employee's dermatosis is due to his work "because none of the other workers have it." or one who thinks it is the fault of the employee for not having been more careful. The small employer, as a rule, carries workmen's compensation insurance only because he is compelled to do so by law, and rarely understands the first principles of its theory or practice. If his employee is disabled, the employer may be anxious to replace him immediately rather than await his recovery—especially if it appears that the employee will require special protective measures or be transferred to a different type of work on his return.

What the dermatologist finds in insurance carriers depends a great deal upon his approach to *them*. If his first contact with them is prompt, factual and frank, he will probably find them eager to cooperate; if on the other hand, he delays

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unduly in rendering his initial report, bases his opinion too much upon conjecture and implies that he knows more about the situation than he really does, he may find them skeptical and anxious to transfer the case to someone in whom they have confidence born of past experience.

A great deal of such misunderstanding and distrust can be obviated if the dermatologist disciplines himself properly and takes the responsibility of being a sort of self-appointed coordinator. He receives no extra stipend for doing so, but the value of the good will which accrues from all parties may be tremendous.

In the first place, the dermatologist should examine himself and decide whether or not he will accept "occupational cases"; if he does not care to do so, he should steadfastly refuse all such cases that are referred to him, and when he suspects an occupational element in any case already under his care he should squarely face the possibility, promptly try to prove or disprove it and refer the case elsewhere if it be established as of occupational origin. But if he be willing to accept the responsibility for the management of occupational dermatoses, he should do so without a struggle and handle the aspects of the human relationships in the case as well as the purely dermatologic.

#### THE DERMATOLOGIST-EMPLOYEE (PATIENT) RELATIONSHIP

As mentioned before, the patient is often prone to blame any dermatosis on his work and may be militantly of that opinion until certain points are made clear to him. He should be reminded that his prime objective is to get well as fast as possible, regardless of the cause of his trouble; if it were erroneously decided that his trouble is due to his work and if he were treated on that basis, he probably would not get well, just as if the opposite mistake had been made and the dermatosis erroneously treated as nonoccupational. Therefore, unbiased objective efforts toward a correct diagnosis are of primary importance to him. Furthermore, it should be explained to him that if his dermatosis (particularly if of the sensitization type) proves to be due to his work, he may have to be transferred to another type of job, thereby losing "seniority"; it might therefore be really in his best interest if his dermatosis were found to be nonoccupational in origin. Most employees, many employers and quite a few doctors do not know that in at least most states, an employee is not paid compensation for his first week off work as a result of occupational illness and when he is paid, that he receives only about 60 to 65% of his average earnings up to a maximum of about \$65.00 per week. When this is pointed out, it should be explained that this pay schedule is something that was not determined by his employer or the insurance carrier, but by the laws of the state in which he works.

When the employee becomes aware of these facts, he is much more likely to take a relatively unbiased view of the proceedings and cooperate toward attaining a correct diagnosis. In explaining the "facts of life" of workmen's compensation to an employee, it is most important for the dermatologist to bear in mind that he

is dealing with a *patient* who must be made to feel that the doctor is now *his* doctor, just as if he had chosen him himself and is "on his side," anxious to give his thoughtful, personal attention, and not an arm of the corporate body which will care for him on a production-line basis.

Should the dermatosis prove to be nonoccupational in origin, the patient should be advised that although the dermatologist will be happy to care for him, he is free to seek medical care wherever he wishes, but at his own expense in either case. If the patient is unwilling to accept the nonoccupational diagnosis, he should be advised to consult a dermatologist of his own choice who, if he should consider the dermatosis to be of occupational origin, would so report to the insurance carrier for its consideration. In many states, the insurance carrier is bound by law to furnish an "injured employee" with a panel of three physicians from which he may choose, if he is dissatisfied with the one originally chosen by the carrier.

It must be remembered by the dermatologist and pointed out to the patient in case of controversy, that no responsible insurance carrier is anxious to deny liability in any case which might subsequently prove to be of occupational origin. The reason for this is obvious when it is realized that most cases of occupational dermatosis, being of the sensitization contact type, do not recover until their nature is recognized and appropriate action taken. If this recognition is delayed for months by erroneous diagnosis or refusal of liability by the carrier, it will mean months of medical expense and probably some period of disability for which the carrier eventually becomes responsible, instead of a relatively short period of medical care if the true diagnosis had been recognized and accepted in the first place.

If the dermatosis is determined to be of occupational origin, a sincere effort should be made to explain its nature to the patient; he will not be able to avoid re-exposure intelligently unless he is made aware of all of the factors involved. He should also be made to understand that "compensation law" recognizes "liability without fault," in contrast to "common law" which makes "fault or negligence" the basis of liability. Therefore, unless actual negligence on the part of the employer can be proven, it is nobody's fault that his skin is in trouble, but just one of the natural hazards of his occupation. Insurance against such hazards is carried by his employer, and the provisions of that insurance are regulated by state law, which, while quite impersonal, was enacted for the protection of workingmen and women in all occupations.

#### THE DERMATOLOGIST-EMPLOYER RELATIONSHIP

This relationship differs dependent upon the size of the employer's industry. In a large industrial concern, such as an aircraft plant or automobile manufacturer, the dermatologist deals with such facilities as the compensation insurance claims department, the safety engineering department and the employees' welfare department, whose managers are cognizant of the nature of the occupational hazards of

that particular industry and are familiar with the mechanisms which have been established to handle compensation claims. The dermatologist can get a great deal of help from these facilities, particularly from the safety engineer, whose responsibility it is to be familiar with the nature of the occupational hazards in each department, and to devise and enforce methods of protection from them.

In the case of an industry of small or medium-size, it often falls to the dermatologist not only to explain the nature of the dermatosis in question, but to interpret the applicable provisions of the workmen's compensation laws. Many employers know less about the latter than do their employees. Not infrequently an employer will mistakenly assume that his employee's dermatosis is of occupational origin or that his compensation insurance covers whatever the employee considers to be due to his work, and send the employee to the doctor with the assurance that he has "insurance that will take care of it." Such illadvised or mistakenly benign employers or their representatives may even call on the doctor's office and assure the secretary that the doctor need not worry about the bill; and to "spare no expense" because he "is fully insured." The dermatologist must immediately "unscramble" such an erroneous assumption and proceed to indoctrinate all concerned, particularly the patient, without delay.

The dermatologist's most important relationship with the employer, large or small, is concerned with devising and enforcing protective measures or arranging transfer to a job suitable to the dermatologic and other limitations of the employee-patient. This can sometimes be accomplished by instructing the patient, but time can be saved and misunderstandings obviated by direct contact with the employer via telephone or written communication—this is time consuming but effective. If the employer does not seem interested in devising and enforcing protective measures, it often proves stimulating to point out to him that his compensation insurance premium rate is in part determined by the illness and accident loss-ratios among his employees, and a high incidence of occupational dermatoses in his plant will inexorably result in higher premiums for him. As a rule, however, the employer appreciates what the dermatologist is attempting to accomplish and is anxious to cooperate, because he realizes the costliness of man-hours lost through disability and of inefficiency due to discomfort.

#### THE DERMATOLOGIST-INSURANCE CARRIER RELATIONSHIP

In my experience, the best relations with the insurance carrier are initiated and maintained by keeping the carrier informed at all times regarding the status of the case in question. If the case has not been referred by the carrier in the first place, his name should be ascertained from the employer as soon as any employee's dermatosis is suspected as being of occupational origin; if the diagnosis is so established, authorization to treat it should be requested. Nothing could be more unfair to an insurance carrier than to diagnose a dermatosis as being of occupational origin, treat it as such and render a bill without having given notice at the

outset. If the employer or another physician refers the patient to the dermatologist thinking the case to be on an occupational basis, and if such a basis is not apparent to the dermatologist, he should immediately contact the carrier for authorization to establish the diagnosis. This apprises the carrier of the trend of events and establishes financial responsibility for the dermatologist's services regardless of the diagnosis.

When the diagnosis of occupational dermatosis is established, or even if there is still doubt after preliminary investigation, a detailed report should be rendered to the carrier, including information on the following points: (1) the diagnosis; (2) the facts supporting the diagnosis; (3) if the diagnosis has not been definitely established—(a) why is it in doubt, (b) when it can reasonably be expected to be established, and (c) how it will be established; if the patient is disabled—(a) how long he has been disabled, and (b) how much longer he can be expected to remain disabled; (5) will he be able to return to his old job and if so, will he have to observe special precautions—if he cannot return to his old job, in what particulars must the new job differ from the old; and (6) how much and what kind of treatment is anticipated.

If progress under treatment is not as anticipated, if the patient or his employer are not cooperating or if animosities are developing, the carrier should be so informed. When a patient who has been disabled is deemed well enough to return to work, or one who has not been disabled is instructed to stop work, the carrier should be notified promptly so disability payments to the patient can be handled accordingly. The importance of all these details to the carrier rests on the fact that he must set up reserves, according to the state insurance code, for each individual claim under treatment.

Many insurance carriers retain safety engineers for consultation in cases where the employer maintains no such department of his own, and when difficulties are encountered in identifying occupational contracts at fault or in devising protective measures, the carrier should be advised to furnish such service.

#### SUMMARY

In closing, let me plead that every physician who elects to care for occupational dermatoses be prepared and willing to act not only in the capacity of dermatologist, but legal advisor and coordinator as well.

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