BENEFITS - ILLINOIS

Vaughn v. City of Carbondale

Supreme Court of Illinois - March 24, 2016 - N.E.3d - 2016 IL 119181 - 2016 WL 1165636

Police officer, whose line-of-duty disability pension benefits had been terminated by city, sought permanent injunction to prevent city from terminating employer-provided health insurance coverage for police officer and his wife. The Circuit Court denied police officer's complaint. Police officer appealed. The Appellate Court reversed and remanded. City appealed.

The Supreme Court of Illinois held that:

- Evidence was insufficient to support a finding that police officer's catastrophic shoulder and back injury was suffered in response to what was reasonably believed to be an emergency, as required for eligibility for health insurance benefits for officer and his family under the Public Safety Employee Benefits Act;
- City was not prohibited from terminating payment of insurance benefits to police officer and his family; and
- Officer did not detrimentally change his position when he dropped his health insurance, as required to estop city from terminating officer's benefits.

Evidence was insufficient to support a finding that police officer's catastrophic shoulder and back injury was suffered in response to what was reasonably believed to be an emergency, as required for eligibility for health insurance benefits for officer and his family under the Public Safety Employee Benefits Act. While officer was outside his patrol car talking to a motorist, dispatch called for officer to respond over the radio, officer returned to his car to answer, reaching headfirst through the driver's side door to reach the microphone, striking his head on the door frame, sustaining a compression fracture of the T1-T3 vertebrae.

City was not prohibited from terminating payment of insurance benefits to police officer and his family, even though it had originally provided the benefits pursuant to the Public Safety Employee Benefits Act, because, as officer's catastrophic shoulder and back injury did not occur in response to what was reasonably believed to be an emergency, officer was not eligible for insurance benefits under the Act in the first place.

Police officer did not detrimentally change his position when his dropped his health insurance in reasonable reliance on city's provision of health insurance benefits under the Public Safety Employee Benefits Act, as required to estop city from terminating those benefits; even though city would not longer pay the entire premium of its health insurance plan for officer and his family, officer was not prevented from continuing his health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA), or from obtaining his own coverage pursuant to the Patient Protection and Affordable Care Act.

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