
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Insurance Carrier
ROD Case No: 187, March 24, 1982

Board of Trustees: Harrison Combs, Chairman; John J. O'Connell, Trustee;
Paul R. Dean, Trustee.

Pursuant to Article IX of the United Mine Workers of America 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 dental benefits and hereby render their opinion on the matter.

Background Facts

The Employee is an active mineworker eligible for health benefits under the Employer's Plan. The Employee's dependent spouse underwent a mastectomy for breast cancer. Subsequently, she was to receive chemotherapy treatment from her physician. Prior to the chemotherapy, however, her physician referred her to an oral surgeon for treatment of periodontal disease, the source of massive infection in her mouth. The procedure required the extraction of nine teeth and was performed on an inpatient basis. The oral surgeon stated that "when a patient is placed on chemotherapy, the white blood cell count is significantly reduced subjecting them to severe infections. The patient's oral surgery was necessary prior to the course of chemotherapy."

The Insurance Carrier paid the charges related to the hospitalization because of the underlying medical condition of the Employee's spouse. However, charges associated with the services of the oral surgeon (\$263.00) and the anesthesiologist (\$240.00) were denied on the basis that they were dental in nature.

Dispute

Is the Employer responsible for the payment of the oral surgeon's and anesthesiologist's charges related to the oral surgical procedure performed on the Employee's spouse?

Position of the Parties

Position of the Employee: The Employee stated that his wife was hospitalized by the oral surgeon in order to remove a cyst from her mouth. However, during surgery extensive infection was discovered which required the extraction of nine teeth. The Employee had contacted the

Insurance Carrier and received prior approval for the surgery and the hospitalization, based on the assumption that the surgery was to be performed in order to surgically remove a cyst. However, the oral surgeon's and anesthesiologist's charges were denied since the surgery required the extraction of teeth, instead of the removal of a cyst. The Insurance Carrier should be required to pay the charges for the surgical and anesthesiology services, as well as the hospitalization.

Position of the Employer (Insurance Carrier): The extraction of teeth was performed as a preventive measure as well as for the treatment of periodontitis. Since there was no involvement of cancer in the head and mouth area, and since there are no benefits for tooth extraction nor any of the related expenses, benefits should be denied. 1978 Contract Q&A #48 further supports this position.

Pertinent Provisions

- Article III, Section A (3)(e) of the Employer's Plan provides as follows:

(3) Physicians' Services and Other Primary Care

(a) Surgical Benefits

Benefits are provided for surgical services essential to a Beneficiary's care consisting of operative and cutting procedures (including the usual and necessary post-operative care) for the treatment of illnesses, injuries, fractures or dislocations, which are performed either in or out of a hospital by a physician.

When surgical services consist of necessary major surgery (primary) and the physician performs surgery additional to the primary surgery (incidental surgery), benefits payment for the incidental surgery will be provided but at a rate 50% lower than the physician's normal charge had he performed only the incidental surgery.

- 1978 Contract Question and Answer #48, as approved by the Trustees on April 16, 1980 provides in part as follows:

Subject: Dental and Oral Surgical Services

Question: Are the following dental and oral surgical procedures covered under the 1978 Agreement?

- a. extraction of teeth?
- b. gingivectomy, alveolectomy, operculectomy?
- c. gingivoplasty, alveoplasty, vestibuloplasty?

- d. treatment for abscessed teeth?
- e. resection of prognathic mandible?
- f. mandibular bone staple?
- g. orthodontics?

Answer: The dental and oral surgical procedures listed above, when performed in a hospital, are covered only when they are part of a treatment for an illness or injury which is otherwise a covered benefit. Examples of this would be: (1) the extraction of teeth during treatment for an auto accident involving extensive facial damage; (2) the extraction of teeth during treatment for cancers of the head and mouth; or (3) the insertion of a mandibular bone staple to repair a fractured jaw.

Except as provided in the above paragraph, none of these seven procedures is covered under the 1978 Agreement.

Discussion

1978 Contract Question and Answer #48 provides that oral surgical procedures, such as the extraction of teeth when performed in a hospital, are covered if they are part of a treatment for an illness or injury which is a covered benefit. Otherwise, such procedures are not covered under the Employer's Plan.

The oral surgeon's and anesthesiologist's services in this case were performed in a hospital. The oral surgeon has stated that it was necessary to extract the nine teeth in order to minimize the possibility of infection during the patient's course of chemotherapy. The chemotherapy would increase the risk of infection. Therefore the extraction of the infected teeth was necessary before the chemotherapy could proceed. The United Mine Workers of America Health and Retirement Funds' medical consultant concurs with the oral surgeon's opinion and has stated that removal of the teeth prior to the chemotherapy treatment was necessary to avoid jeopardizing the patient's health. Consequently, under Q&A #48, the extraction of teeth should be covered as part of the treatment for the patient's illness, which is otherwise a covered benefit.

Opinion of the Trustees

The Trustees are of the opinion that the Employer is responsible for the payment of the oral surgeon's and anesthesiologist's charges related to the oral surgical procedure performed on the Employee's spouse, since such services were necessary to treat her illness.