

## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 84-367 - October 5, 1987

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 provision of health benefits coverage for hospitalization related to performance of dental procedures under the terms of the Employer Benefit Plan.

### Background Facts

A dental surgeon determined that the Employee's spouse needed dental surgery in order to remove an impacted molar: Due to the Employee's spouse's history of premature ventricular contractions (PVCs), the dental surgeon performed the surgery in the outpatient surgical facility of a hospital.

The Employer paid the anesthesiologist and dental surgeon for their services up to the scheduled amounts under the Dental Plan and paid the hospital under the Employee Benefit Plan. The Employer subsequently attempted to recoup the payment for the hospitalization, stating that there was no evidence to document that the Employee's spouse had a pre-existing medical condition which required hospital services and that the hospital bill had been paid in error. The Employee is seeking coverage for the hospital services and payment of full benefits for the dental surgeon's services and the anesthesiologist's services under the Employer Benefit Plan.

### Dispute

Is the Employer responsible for payment of benefits for the hospital outpatient surgery service and associated professional services incurred by the Employee's spouse.

### Positions of the Parties

Position of the Complainant: The Employer is responsible for payment of benefits for the hospital and professional service associated with the dental surgery because the Employee's spouse had a medical condition which necessitated hospital treatment for the dental surgery.

Position of the Respondent: The Employer is not responsible for payment of benefits for the hospital and professional service associated with the dental surgery because there was no pre-existing medical condition which necessitated hospital treatment for dental surgery.

### Pertinent Provisions

Article III. A. (l)(g) of the 1984 Employer Benefit Plan states in part:

(g) Oral Surgical/Dental Procedures

Benefits are also provided for a beneficiary admitted to a hospital for dental procedures only if hospitalization is necessary due to a pre-existing medical condition and prior approval is received from the Plan Administrator.

Article III. A. (3)(e) of the Employer Benefit Plan states:

(e) Oral Surgery

Benefits are not provided for dental services. However, benefits are provided for the following limited oral surgical procedures if performed by a dental surgeon or general surgeon:

Tumors of the jaw (maxilla and mandible)  
Fractures of the jaw, including reduction and wiring  
Fractures of the facial bones  
Frenulectomy when related only to ankyloglossia (tongue tie)  
Temporomandibular Joint Dysfunction, only when medically necessary and related to an oral orthopedic problem.  
Biopsy of the oral cavity  
Dental services required as the result of an accident

### Discussion

Under Article III. A. (1)(g) of the Employer Benefit Plan, benefits are provided for hospital services associated with dental procedures only if they are medically necessary due to a pre-existing medical condition and prior approval is received from the Plan Administrator.

In this case, according to the dental surgeon, the dental surgery was performed on the Employee's spouse in a hospital outpatient surgery setting because of her history of multiple PVC's of the

heart. As is required before an operation is performed, the Employee's spouse's internist and cardiologist were consulted by the dental surgeon concerning her health. The cardiologist advised the dental surgeon in a letter dated prior to the dental surgery that "this young woman appears to have simple premature ventricular contractions without any evidence of structural cardiac disease. This is a benign condition and these people are really not at increased risk of malignant arrhythmias or surgical or anesthesia difficulties.' When considering the hospital's bill for payment, the Employer contacted an anesthesiologist who had attended at a separate surgical procedure on the Employee's spouse; the anesthesiologist indicated that he was not aware of any specific medical problems at that time which warranted special attention during the procedure for which he provided anesthesia. While there was a pre-existing medical condition, the Employee's spouse was not at increased risk because of it and did not require hospitalization; the hospital services were therefore not covered under the Employer Benefit Plan.

Under Article III. A. (3)(e) of the Employer Benefit Plan, physician services pertaining to dental service are covered only if required as the result of an accident. The Employer paid the anesthesiologist's and dental surgeon's fees under the Dental Plan. Inasmuch as dental benefits are provided under Article XX-A of the Coal Wage Agreement and the Trustees have authority to resolve disputes involving benefits established by Article XX only, the Trustees may not address disputes concerning dental plan benefits.

Opinion of the Trustees

The Employer is not responsible for the payment of benefits for the hospital services associated with the Employee's spouse's dental procedures, or for payment of benefits under the Employer Benefit Plan for the dental surgeon's and anesthesiologist's services.