

OPINION OF TRUSTEES

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In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 84-532 - June 7, 1989

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, 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 oral surgery under the terms of the Employer Benefit Plan.

Background Facts

The Employee's spouse had a maxillofacial deficiency that caused dysfunctional occlusion with speech and chewing dysfunction and a many-year history of muscle pain, headaches and joint pain associated with dysfunction of the right temporomandibular joint (TMJ). The TMJ condition was treated conservatively with a superior repositioning splint that brought the temporomandibular joint into position. In order to correct the skeletal and occlusal dysfunction and to stabilize her temporomandibular joint so that the symptoms would not return, a dental surgeon performed a LeFort I osteotomy and ostectomy of the maxilla with superior repositioning and a bilateral transoral sagittal split osteotomy and ostectomy of the mandible with advancement. The procedures were performed on an inpatient basis in the hospital due to the nature and extent of the surgery.

The Employer states that limited oral surgical procedures and anesthesia are covered under the Employer's Dental Plan. The Employer provided the dentist with a predetermination of the amount of dental benefits payable under the Dental Plan. The Employer states that this predetermination did not include prior approval for the hospitalization because the oral surgery did not treat an otherwise covered medical condition and there was no indication of a pre-existing medical condition that would justify the hospitalization as medically necessary. The Employer states that it has paid benefits for the oral surgery under the Dental Plan.

The Employer has denied benefits for the surgical procedures, anesthesia, and hospitalization under the Employer Benefit Plan. It is the Employer's position that the procedures are not among those covered under Article III. A. (3)(e) of the Employer Benefit Plan because the

surgery did not specifically reorient the temporomandibular joint and because the Employee's spouse was not being treated for an otherwise covered medical condition. The related hospital charges are also not covered because a preexisting medical condition has not been documented as required under Article III. A. (1)(g) of the Employer Benefit Plan.

### Dispute

Is the Employer responsible for providing health benefits coverage for the dental surgeon's fee, the anesthesiologist's fee, and the hospitalization charges associated with the Employee's spouse's oral surgery?

### Positions of the Parties

Position of the Employee: The Employer is responsible for the provision of health benefits coverage for the Employee's spouse's oral surgery and hospitalization because they were medically necessary to treat her temporomandibular joint dysfunction.

Position of the Employer: The Employer is not responsible for the provision of health benefits coverage under the Employer Benefit Plan for the Employee's spouse's oral surgery because it is not one of the covered oral surgical procedures listed under Article III. A. (3)(e), and there is no evidence that the surgery is part of the treatment for an otherwise covered benefit. The Employer is not responsible for the provision of health benefits for the related hospitalization charges because a preexisting medical condition has not been documented as required under Article III. A. (1)(g) of the Plan. The Employer provided the Employee and the dentist with a predetermination of the amount of dental benefits payable under the Dental Plan and has paid benefits for the oral surgery under the Dental Plan.

### Pertinent Provisions

Article III. A. (1)(g) of the Employer Benefit Plan states:

(1) Inpatient Hospital Benefits

(g) Oral Surgical/Dental Procedures

Benefits are provided for a Beneficiary who is admitted to a hospital for the oral surgical procedures described in paragraph (3) (e) provided hospitalization is medically necessary.

Benefits are also provided for a Beneficiary admitted to a hospital for dental procedures only if hospitalization is necessary due to a preexisting 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 a 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 direct result of an accident

Discussion

Article III. A. (3)(e) of the Employer Benefit Plan specifies the limited oral surgical procedures for which benefits are provided under the Plan. Article III. A. (3)(e) stipulates that oral surgical treatment for temporomandibular joint dysfunction is a covered benefit only when it is medically necessary and related to an oral orthopedic problem. Q&A 81-68 (copy enclosed herein) states that corrective surgery to specifically reorient the temporomandibular joint is a covered treatment for TMJ dysfunction. A Funds' medical consultant has reviewed the information submitted by the dental surgeon and has advised that the procedures performed on the Employee's spouse are not among those listed in Article III. A. (3)(e). The consultant has advised that the surgery did not specifically reorient the temporomandibular joint; rather, it was performed to correct the patient's occlusal dysfunction, an orthodontic problem. The Trustees have addressed the question of coverage for surgery to correct a malformation of the jaw and teeth in a number of previous opinions: copies of 81-529, 81-672, 84-142, and 84-411 are enclosed herein. The Trustees concluded in those cases that such procedures are non-covered oral surgical procedures.

According to Q&A 81-15 (copy enclosed herein.), charges for dental and oral surgical procedures, other than those specified in Article III. A. (3)(e), are covered under the Employer Benefit Plan only when the procedure is performed in a hospital as part of the treatment for an illness or injury which is otherwise a covered benefit. No evidence has been submitted to establish that this surgery is medically necessary to treat an otherwise covered illness or injury.

Article III. A. (1)(g) of the Employer Benefit Plan provides benefits for medically necessary hospitalization when the admission is for an oral surgical procedure listed in Article III. A. (3)(e). Inpatient hospital benefits are also provided when hospitalization for a dental procedure

is necessary due to a Beneficiary's preexisting medical condition, and when prior approval has been received from the Plan Administrator. A Funds' medical consultant has advised that there is no evidence of a preexisting medical condition necessitating that the oral surgery be performed in a hospital.

Since the Employee's spouse's proposed oral surgery is not one of the covered oral surgical procedures listed in Article III. A. (3)(e), or part of the treatment for an illness or injury which is otherwise a covered benefit, the professional services fees are not covered. Because the surgery is not one of the covered oral surgical procedures listed in Article III. A. (3)(e) and there is no evidence of a preexisting medical condition, the patient's hospitalization does not meet the requirements for coverage under Article III. A. (1) (9). Therefore, benefits are not provided for either the Employee's spouse's oral surgery or hospitalization.

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 benefits provided under the Employer's Dental Plan.

#### Opinion of the Trustees

The Employer is not responsible for providing health benefits under the Employer Benefit Plan for the professional services and hospitalization charges associated with the Employee's spouse's oral surgery.