
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 02-041 – June 27, 2007

Trustees: Micheal W. Buckner, A. Frank Dunham, Michael H. Holland, and
Elliot A. Segal.

The Trustees have reviewed the facts and circumstances of this dispute concerning the provision of benefits under the terms of the Employer Benefit Plan.

Background Facts

Around March 1999, the Complainant's spouse underwent chemotherapy for breast cancer. In July 1999, she had a lumpectomy followed by radiation and more chemotherapy. Her treatment finished around January 2000. The cancer has not reappeared.

Following the radiation and chemotherapy, the Complainant's spouse had and continues to have dental work performed by her dentist at his office, including root canals, crowns, gum grafts and bridge work. According to statements submitted by the Complainant's dentists, the chemotherapy and radiation treatments performed on the Complainant's spouse caused the deterioration of her teeth. The Complainant requested reimbursement for these dental services.

The Respondent denied charges for her dental work under the Employer Benefit Plan.

Dispute

Is the Respondent required to provide coverage for dental services for the Complainant's spouse?

Positions of the Parties

Position of the Complainant: The Respondent is required to provide coverage for the dental services for the Complainant's spouse because the damage to her teeth is due to the radiation and chemotherapy treatments. There was no dental damage to her teeth prior to the treatments. Also, the Complainant's son had sinus surgery that resulted in the extraction of three teeth and the placement of a bridge. In that instance, the Complainant states that the Respondent provided coverage for the son's dental work. The Complainant claims that this situation serves as precedent for covering his spouse's dental work.

Finally, the Complainant claims the Respondent stated that if one medical problem causes another medical problem, the second problem will be considered a covered benefit under the Employer's Benefit Plan. It is Complainant's position, in both his son's case and his spouse's case, that one medical problem caused another problem resulting in the need for dental work.

Position of the Respondent: The Respondent is not required to provide coverage for the Complainant's spouse's dental work because Article III A (3)(e) of the Employer Benefit Plan, excludes dental procedures except for certain oral surgery procedures related to accidents and tumors in the mouth. The Complainant's spouse's cancer was not in her mouth, therefore, coverage under the medical plan was denied. Coverage for the dental work was paid under the Respondent's dental plan. RODs 88-323, 81-363, 105, 81-664, 112, Q&A 81-16 and 93-102 support the Respondent's position.

Concerning the coverage for the Complainant's son's dental work under the employer Benefit Plan, the Respondent states that the payment was made in error and was outside the scope of the benefit plan. Furthermore, the alleged statement by the Respondent, "If one medical problem causes another medical problem it will be considered a covered benefit under the medical plan," does not appear in the medical benefit plan.

Pertinent Provisions

Article III A. (1) (g) of the 2002 Employer Benefit Plan states:

ARTICLE III BENEFITS

A. Health Benefits

(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 subsection (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 pre-existing medical condition and prior approval is received from the Plan Administrator.

Article III A. (3) (e) of the 2002 Employer Benefit Plan states:

ARTICLE III BENEFITS

A. Health Benefits

(3) Physicians' Services and Other Primary Care

(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 a direct result of an accident

Article III A. (11) (a) 19. of the 2002 Employer Benefit Plan states:

ARTICLE III BENEFITS

A. Health Benefits

(11) General Exclusions

(a) In addition to the specific exclusions otherwise contained in the Plan, benefits are also not provided for the following:

19. Dental services.

Discussion

Article III A. (1) (g) of the 2002 Employer Benefit Plan provides hospital benefits for covered oral surgery and for noncovered oral surgery admissions when pre-existing medical conditions make hospitalization medically necessary. Article III A.(3) (e) limits covered oral surgery to those procedures that are specifically listed. Article III A. (11) (a) 19. excludes benefits for dental services.

The Funds' Medical Director reviewed the documentation submitted and found that the dental services the Complainant's spouse received were not the result of an illness or cancer of her head or mouth that required treatments of surgery, chemotherapy or radiation. The Medical Director noted that although the Employer Benefit Plan under Article III A. (3) (e) provides medical coverage for dental procedures during the treatment of a medical illness (including cancer) of the head and mouth (including facial sinuses), Article III A. (3) (e) does not provide coverage for dental procedures during the treatment of an illness or cancer involving other parts of the body. The Medical Director concluded that the dental services received by the Complainant's spouse are not a covered benefit under Article III A (3) (e) of the Employer Benefit Plan.

The Complainant argues that coverage should be provided for his spouse's dental services because his son's dental services were covered by the Respondent's Employer Benefit Plan. However, disputes concerning coverage for dental services under the Employer Benefit Plan are reviewed on a case-by-case basis because each case must be evaluated on its own merits based on the evidence submitted.

Opinion of the Trustees

Consistent with Article III A. (3) (e) of the Employer Benefit Plan, the Respondent is not required to provide coverage for the dental services provided to the Complainant's spouse.