

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer (Insurance Company)
ROD Case No. 67, October 17, 1979

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

Pursuant to Article IX of the United Nine 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 the payment of bills for the treatment of Temporomandibular Joint Dysfunction, by an orthodontist and hereby render their opinion on the matter.

Background Facts

Complainant is the spouse of an active mine worker eligible for health benefits under the Employer's Plan. The spouse of the Employee was examined by two physicians after complaining of head, sinus, neck and shoulder pain of 1 1/2 years duration. Upon examination and evaluation the patient was diagnosed by these two physicians as suffering from Craniocervical-Mandibular System Dysfunction accompanied by Temporomandibular Joint Osteoarthritis. Upon diagnosis, these physicians referred the patient to a Specialist, D.M.B. for treatment. The Doctor treated the patient with an orthopedic appliance (splint) to reorient her occlusion. The Doctor billed the Insurance Company for services rendered to the patient. The Insurance Company denied payment of the claim on the basis that it was a dental service and therefore not a covered benefit.

Question of Dispute

The Employee has requested that the Insurance Company cover the entire cost of the Doctor's treatment less applicable copayments on the basis that both the diagnosis and procedure are orthopedic in nature and are not dental services.

Position of Parties

Complainant: The Insurance Company is responsible for the entire payment of medical services less applicable copayments.

Respondent: The Insurance Company is not responsible for coverage because it is a dental service.

Applicable Regulations

Article III, Section A(3)(m) Specialist Care provides:

"Benefits will be provided for treatment prescribed or administered by a specialist if the treatment is for an illness or injury which falls within a specialist area of medical competence."

Further, Article III, Section A(10)(a)19 lists Dental Services as a general exclusion; further, Article III, Section A(3)(e) Oral Surgery provides:

"Benefits are not provided for dental services, however, with the approval of the Trustees, benefits are provided for the following:

Limited oral surgical procedures if performed by a dental surgeon or general surgeon:

- o Tumors of the jaw, fractures of the jaw including reduction and wiring
- o Fractures of the facial bones
- o Frenulectomy when related only to ankyloglossia (tongue tie)"

Discussion

The provisions of the Plans generally define coverage by either procedure or diagnosis. Only in two instances are there explicit Plan references to exclusions of certain kinds of providers of care (services rendered by chiropractor or naturopathic services and services of any practitioner who is not legally licensed to practice medicine, surgery, or counselling as provided herein except as required by federal or state law or as specifically provided herein), Under the general exclusions, it is dental services that are excluded, not the services of a dentist. This characteristic of the Plan design coupled with the provisions under Specialist Care, providing for "benefits . . . for treatment prescribed or administered by a specialist if the treatment is for an illness or an injury which falls within the specialist area of medical competence" suggests that it might be appropriate to provide coverage for medical conditions when rendered by a dentist or oral surgeon practicing within his area of competence.

The question as to whether Temporomandibular Joint Dysfunction is a medical problem or not, does not seem to be subject to much debate. The opinion of our medical consultants, of peer review committees throughout the country and indeed some large insurance carriers, is to treat this diagnosis and condition as an orthopedic problem or as an oral orthopedic problem. It is clear from the Plan language that had this individual sought treatment for T.M.J.D. from a

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physician, either an internist or an orthopedist, that the benefit would have been covered. As noted, there is no Plan language that excludes the provision of such treatment by a dentist per se.

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It is the opinion of the Trustees that the treatment of Temporomandibular Joint Dysfunction is covered when rendered by licensed physician or dentist if the treatment falls within that individual's specialized area of medical competence.