
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No. 105, March 25, 1980

Board of Trustees: Harrison Combs, Sr., 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

Complainant is an active mine worker eligible for health benefits under the Employer's Plan. On June 9, 1979, the Employee's dependent daughter was involved in an accident while participating in family recreation. The accident resulted in the fracture of several teeth. The dependent daughter sought treatment from an oral surgeon. Treatment for this injury consisted of several root canals and the restorative build-up of the fractured teeth. The Insurance Carrier denied payment of the charges on the basis that the treatment was dental in nature and dental services are specifically excluded from coverage under the Employer's Plan.

Question or Dispute

Is the dental treatment required as a result of an accident a covered benefit?

Position of Parties

Complainant: The Insurance Carrier should provide coverage for the treatment of the daughter's (alleged) jaw fracture. By denying the benefit, the Employer is allowing a reduction in benefits from the coverage provided under the 1974 coal wage agreements.

Respondent: According to the information supplied by the attending oral surgeon, the treatment provided to the Employee's daughter did not involve treatment for a fractured jaw. The oral surgeon stated that "teeth were fractured, no knowledge or indication of jaw being fractured." Based on the information that the treatment involved the repair of fractured teeth and root canals, the Insurance Carrier denied coverage because the treatment was not one of the four oral surgical procedures for

which benefits are provided. The Employer concurs with the Insurance Carrier's position.

Applicable Regulations

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

"Benefits are not provided for dental services. However, with approval of the Trustees, 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)"

- o Article III, Section A(10) (a) 19 of the Employer Plan specifically excludes as follows:

"Dental Services"

- o 1978 Contract Question and Answer #48 states that dental and oral surgical procedures 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.

Discussion

The governing provisions of the Plan only include coverage for four oral surgical procedures, and excludes coverage for dental services. The oral surgeon has stated that the injuries received as a result of the accident required treatment involving the repair of fractured teeth and root canals, but did not involve the repair of a fractured jaw. In accordance with 1978 Contract Q&A #48, benefits can only be provided for dental and oral surgical procedures when performed in connection with an illness or injury for which benefits are provided. In this case, the accident did not result in an injury for which benefits are provided. Therefore, benefits cannot be provided based on the fact that the treatment involved only dental procedures.

Opinion of Trustees

The Trustees are of the opinion that the Insurance Carrier is not responsible for coverage of the dental procedures required as a result of an accidental injury.