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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No. 112 July 24, 1980

Board of Trustees: Harrison Combs, 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 coverage for dental services required as a result of an accident 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. The Employee's dependent daughter sustained a compound fracture of the maxilla, avulsion of two central incisors, severe lacerations and abrasions of the face, oral mucosa, and gingiva in a bicycle accident on July 4, 1978. The attending oral surgeon performed closed reduction of the compound fracture of the maxilla; reimplanted two central incisors; and repaired the lacerations of the face, for which the total charge was \$150.00. This fee was paid in full by the Insurance Carrier, in accordance with the Oral Surgical provision of the Plan (Article III, Section A, (3) (e)).

On July 31, 1979, the attending oral surgeon extracted the two maxillary central incisors due to the fact that these two teeth did not take after the reimplantation. The consulting dentist and attending oral surgeon found it necessary at that time to implant a partial denture to replace the natural teeth which were injured in the accident. Charges associated with the partial were denied by the Insurance Carrier, as all dental services are excluded from coverage under the Plan.

### Dispute

Are the charges associated with the provision of a partial denture to replace natural teeth lost as a result of an accident covered under the Plan?

### Position of Parties

Complainant: The Insurance Carrier is responsible for the charges associated with the partial due to the fact these services were necessary as the direct result of

an accident. Secondly, the charges for the reimplantation of the two incisors were covered by the Insurance Carrier.

Respondent:

Dental services are specifically excluded from the Plan. The total fee for the initial services immediately following the accident was covered since this charge was for a covered service and did not exceed the reasonable and customary charges for the closed reduction of the fracture and repair of facial lacerations.

Had the oral surgeon billed separately for the implantation of the two incisors, that charge would have been denied, as dental services are not a covered benefit.

The charges associated with the partial were denied on the grounds that such services are dental and therefore excluded under the Plan.

Applicable Regulations

- Article III, Section A (3) (e) of the Employer's Plan provides coverage for certain oral surgical procedures, not including partial dentures.
- Article III, Section A (10) (a) (19) specifically excludes dental services from coverage.
- 1978 Contract Questions and Answer #48 dated April 16, 1980, provides as follows:

Subject: Dental and Oral Surgical Services

References: Revised 1950 and 1974 Benefit Plans and Trusts, Article III,

Section A (1) (g) and Section A (3) (e) Other: 1978 Contract Q&A #23, #88

Question:

Are the following dental and oral surgical procedures covered under the 1978 Agreement:

- a. extraction of teeth?
- b. gingivectomy, alveolectomy, operculectomy?
- c. gingivoplasty, alveoplasty, vestibuloplasty?
- d. treatment for abscessed teeth?
- e. resection of prognathic mandible?
- f. mandibular bone staple?
- g. orthodontics?

Answer:

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The dental and oral surgical procedures listed above, 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. Examples of this would be: (1) the extraction of teeth during treatment for an accident involving extensive facial damage; (2) the extraction of teeth during treatment for concerns of the head and mouth; or (3) the insertion of a mandibular bone staple to repair a fractured jaw. Except as provided in the above paragraph, none of these seven procedures is covered under the 1978 Agreement.

Dental services are specifically excluded from coverage, except for those listed under the Oral Surgery benefit in Section A (3) (e). These include surgical treatment for:

- tumors of the jaw
- fractures of the jaw, including reduction and wiring
- fractures of the facial bones
- frenulectomy, when related to ankyloglossia (tongue tie).

### Discussion

According to the provisions of Q&A #48, certain dental and oral surgical procedures are covered only when they are part of a treatment for an injury which is a covered benefit.

The employee's daughter sustained a compound fracture of the maxilla and suffered from facial lacerations and abrasions which are covered under the Plan.

Q&A #48 states clearly that dental services are covered only when part of treatment for an injury which is a covered benefit. In this case, the extraction of the two incisors and the replacement of these teeth with a partial denture, were not performed as part of the treatment specifically for the fractured maxilla, and would be excluded from coverage as being dental services.

### Opinion of Trustees

The Trustees are of the opinion that the Insurance Carrier is not responsible for the charges related to the partial denture for the Employee's dependent daughter.