
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 81-235 - April 30, 1984

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 of the Employee's spouse's oral surgery under the Employer's Benefit Plan. They hereby render their opinion on the matter.

Background Facts

Early in September 1982, the Employee's spouse suffered an onset of severe pain related to an abscessed tooth and to another tooth which had recently been broken. Because she was in extreme pain, the Employee's spouse sought care from her dentist. The family dentist referred the Employee's spouse to an oral surgeon for the purpose of having her teeth extracted. After evaluating the problem, obtaining a case history, and discussing the situation with the Employee's spouse's regular dentist, the oral surgeon, now aware of the spouse's history of severe allergic reaction to local anesthetics, indicated hospitalization would be required so that the oral surgery could be performed under general anesthesia.

Prior to the onset of the severe dental symptoms, the Employee's spouse had scheduled a hospital admission for an unrelated condition. After consultation between the oral surgeon and the physician treating the Employee's spouse for the unrelated condition, it was concluded that the oral surgery and the treatment required for the unrelated condition should be performed during the course of a single period of hospitalization. Recognizing the Benefit Plan's requirement for "prior authorization" of services relating to certain procedures, the Employee's spouse alleges that she contacted a representative of the Employer to explain that her proposed treatment was urgently needed and that because of the emergency nature of this situation she could not delay this treatment for "prior approval" of her dental care. According to the Employee's spouse, the Employer's representative assured her that the proposed treatment would be covered under the

Employer's Benefit Plan. The Employer, however, has denied payment of the hospital and anesthesia expenses related to the Employee's spouse's oral surgery.

The Employer contends that prior authorization of the Employee's spouse's hospitalization for oral surgery was never granted. The Employer contends that approvals or denials of all requests for prior approval are issued in writing, with the exception being an infrequent authorization made verbally by an insurance clerk in an instance involving urgently needed durable medical equipment. According to telephone notes made by a representative of the Employer, the Employee's spouse telephoned on September 29, 1982 to advise that she had in hospital oral surgery. A subsequent note dated November 19, 1982, establishes that the Employee's spouse contacted the main office to note that she had received notice of the denial of benefits and was calling to insist that, according to her dentist, the denied charges should be paid.

As part of their investigation of this dispute, a member of the Trustees' staff interviewed the Employee's spouse, the Employer's representatives, and the Plan Administrator's representative with whom the Employee's spouse spoke. Based on his interviews with the above individuals, the Trustee's staff member concluded that the purpose of the Employee's spouse's efforts was to secure a predetermination of benefits under the dental plan rather than obtain prior authorization of the hospitalization for her oral surgery. The staff member also concluded that neither the Plan Administrator nor any of its employees granted prior authorization for the Employee's spouse's oral surgery.

Dispute

Is the Employer responsible for payment of the charges resulting from the Employee's spouse's oral surgery?

Positions of the Parties

Position of the Employee: The charges for the Employee's spouse's oral surgery should be considered a covered benefit since a representative of the company authorized payment of the expenses resulting from this procedure.

Position of the Employer: The charges resulting from the Employee's spouse's oral surgery should be denied for failure to meet the Plan requirement regarding prior approval, since there was no request for prior approval of her oral surgery received nor was authorization for the procedure granted either verbally or in writing.

Pertinent References

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

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 lesions of the oral cavity.

Article III A. (1) (g) of the Employer's Benefit Plan provides:

III - Benefits

A. Physicians' Services and Other Primary Care

(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 pre-

existing medical condition and prior approval is received from the Plan Administrator.

1981 Contract Q&A #81-15 states:

Subject: Dental and Oral Surgical Services

References: Amended 1950 & 1974 Benefit Plans & Trusts, Article III, Section A (3) (e)

Other: 1981 Contract Q&A #81-16

Question:

Are the following dental and oral surgical procedures covered under the Plan:

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

Answer:

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 emergency treatment of extensive facial damage resulting from an auto accident; (2) the extraction of teeth during treatment of cancers of the head and mouth; and (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 Plan.

1981 Contract Q&A #81-16 states:

Subject: Hospitalization and Professional Services for Dental Procedures

References: Amended 1950 & 1974 Benefit Plans & Trusts Article III, Sections A (1) (a), A (3) (d) and (e) and A (11) 19

Question:

1. Is oral surgery a covered benefit?

2. Are dental services a covered benefit?
3. Are hospitalization charges for semi-private room and board related to a non-covered dental procedure covered under the Plan?
4. Are benefits provided for the medically necessary services (enumerated in Article III, Section A (1), (2) and (3)) in connection with hospitalization for a non-covered dental procedure?
5. Are benefits provided for physician services (enumerated in Article III, Section A (3)) in connection with a hospitalization for a non-covered dental procedure?

Answer:

1. Yes, if such surgery receives the prior approval of the Plan Administrator and is performed in a hospital and hospitalization is medically necessary, benefits are provided for oral surgery treating
 - o tumors of the jaw
 - o fractures of the jaw, including reduction and wiring
 - o fractures of the facial bones
 - o frenulectomy, when related to ankyloglossia
 - o temporomandibular joint dysfunction, only when medically necessary and related to an oral orthopedic problem
 - o biopsy of lesions of the oral cavity.
2. No.
3. & 4. No, except when, 1) hospitalization is medically necessary because of pre-existing medical condition, and 2) prior authorization has been obtained from the Plan Administrator.
5. No, except for the treatment of a medical condition for which benefits would otherwise be provided.

Discussion

Article III A. (3) (e) of the Employer's Benefit Plan specifically excludes benefits for dental services. Under Q&A No. 81-15, the extraction of teeth is not a covered benefit unless performed in a hospital as part of a treatment for an illness or an injury which is otherwise a covered benefit. Article III A. (1) (g) of the Employer's Benefit Plan and Q&A No. 81-16 provide that medically necessary services in connection with hospitalization for a non-covered dental procedure are a covered benefit only when hospitalization is medically necessary because of a pre-existing medical condition, and prior authorization has been obtained from the Plan Administrator.

Because the extraction of the Employee's spouse's teeth was not part of the treatment for an illness or injury which is otherwise a covered benefit, the Employer is not responsible for payment of the charges resulting from this service. Although there is evidence that the Employee's spouse had a preexisting medical condition which would necessitate hospitalization, she did not obtain prior authorization for the hospitalization from the Plan Administrator. Therefore, the Employer is not responsible for benefits coverage for services received in connection with her hospitalization for a non-covered dental procedure. However, the Employee and his spouse contend that prior authorization of this procedure was obtained from the company, and, therefore, payment should be made. The Employee has not submitted any evidence that his spouse received prior authorization in writing. Based on interviews with the Employee's spouse, the Plan Administrator, and the Plan Administrator's claim's examiner, Funds' staff have concluded that, although the Employee's spouse contacted the Employer for a predetermination of benefits, this was done to determine benefits coverage under the dental plan, not to obtain authorization relative to her oral surgery. Therefore, since the oral surgical procedure the Employee's spouse underwent is excluded from coverage under the provisions of the Employer's Benefit Plan, and because prior authorization of the hospitalization was not granted, the Employer is not responsible for payment of the charges resulting from the Employee's spouse's oral surgery.

Opinion of the Trustees

The Employer is not responsible for the provision of benefits for the charges in this instance relative to the oral surgical procedure the Employee's spouse underwent.