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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 84-128 - March 25, 1988

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William B. Jordan, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee.

Pursuant to Article IX of the United Mine Workers of America ("UMWA") 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 provision of health benefits for the treatment of temporomandibular joint dysfunction under the terms of the Employer Benefit Plan.

### Background Facts

On January 23, 1985, the Employee's spouse had surgery for temporomandibular joint (TMJ) dysfunction. The pre-surgical diagnosis was bilateral internal derangement of the temporomandibular joints. The surgical procedure involved a repair of the right and left joints and surrounding ligaments. Prior to surgery, the Employee's spouse was treated with a splint in an effort to relieve the symptoms associated with the dysfunction.

The Employee's spouse also received health benefits coverage from a group health insurance plan offered by her employer. That group plan, which was primary to the Employer Benefit Plan for provision of health benefits to the Employee's spouse, paid benefits for the surgical procedure, up to the usual and reasonable charge amount, and for the hospitalization. Deductibles and patient co-insurance amounts are applied by the group plan.

The Employer has denied payment for that portion of the surgical procedure and hospital charges which were not paid by the primary group plan because prior approval from the Plan Administrator was not obtained. The Employee and his spouse state that they were not aware of a prior approval requirement for the surgery.

### Question or Dispute

Is the Employer responsible for payment of benefits for the hospital and surgical services rendered the Employee's spouse for treatment of temporomandibular joint dysfunction?

Position of the Parties

Position of the Employee: The Employer is responsible for payment of benefits for the surgical expenses incurred in treatment of the Employee's spouse for temporomandibular joint dysfunction.

Position of the Employer: The Employer is not responsible for payment of benefits for the surgical expenses incurred in treatment of the Employee's spouse for temporomandibular joint dysfunction because prior approval was not obtained.

Pertinent Provisions

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

(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.

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

(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 the direct result of an accident

Article III. A. (10)(f) of the Employer Benefit Plan states in pertinent part:

(f) Non-Duplication

The health benefits provided under this Plan are subject to a non-duplication provision as follows:

1. Benefits will be reduced by benefits provided under any other group plan, including a plan of another Employer signatory to the Wage Agreement, if the other plan:
  - (i) does not include a coordination of benefits or non-duplication provision, or
  - (ii) includes a coordination of benefits or non-duplication provision and is the primary plan as compared to this Plan.
2. In determining whether this Plan or another group plan is primary, the following criteria will be applied:
  - (i) The Plan covering the patient other than as dependent will be the primary plan.

Discussion

Article III. A. (I)(g) of the 1984 Employee Benefit Plan provides benefits for a Beneficiary who is admitted to a hospital for the limited oral surgical procedures described in Article III. A. (3)(e) provided the hospitalization is medically necessary. Under Article III. A. (3)(e) of the Employer Benefit Plan, benefits are provided for certain limited oral surgical procedures performed by a dental surgeon or general surgeon. Temporomandibular joint dysfunction is one of the surgical procedures covered under the Employer Plan.

In this case, the Employee's spouse was under the care of an oral surgeon for TMJ dysfunction. She was admitted to the hospital for an oral surgical procedure which was covered under Article III. A. (3)(e) of the Employer Benefit Plan, and the hospitalization was therefore also covered. According to the Plan, prior approval is not required for the surgical procedure or for the hospitalization.

The Employee's spouse received primary health benefits coverage from another group plan. Under the non-duplication provision of Article III. A. (10)(f), benefits provided by the Employer Benefit Plan are reduced by the amount of benefits paid by the primary group plan.

Opinion of the Trustees

The Employer is responsible for payment of the charges associated with the Employee's spouse's oral surgery and related hospitalization, subject to the non-duplication of benefits provision.