

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 84-156 - December 17, 1986

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 oral surgery under the terms of the Employer Benefit Plan.

Background Facts

The Employee's spouse has been treated by a doctor of osteopathy on multiple occasions for temporomandibular joint dysfunction (TMJ) which he states to be the result of a congenital defect of her maxilla (upper jaw), known as prognathism. The Employee's spouse's symptoms include chronic headache and neck pain, and difficulty in chewing and swallowing. The family physician has stated the surgical correction of the congenital defect is medically necessary to improve her TMJ dysfunction and referred her to an oral surgeon for further evaluation.

The oral surgeon has recommended surgical correction of the Employee's spouse's skeletal defect consisting of sectioning the upper jaw to allow for its advancement and posterior repositioning of the lower jaw to correct the skeletal horizontal deficiency. He states the Employee's spouse is having problems with her temporomandibular joints secondary to the oral orthopedic problems. The Employer has denied coverage for the corrective surgery.

Dispute

Is the Employer responsible for the provision of health benefits coverage for the Employee's spouse's oral surgery?

Position of the Parties

Position of the Employee: The Employer is responsible for the provision of health benefits coverage for the Employee's spouse's oral surgery because the purpose of the surgery is to correct TMJ dysfunction.

Position of the Employer: The Employer is not responsible for the Employee's spouse's oral surgery because it is not one of the covered oral surgical procedures under Article III. A. (3)(e).

Pertinent Provisions

Article III. A. (3)(e) of the 1984 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)
- Fracture of the jaw, including reduction and wiring
- Fracture 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. (1)(g) 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.

Discussion

Under Article III. A. (3)(e) of the Employer Benefit Plan, benefits are provided for oral surgery to treat temporomandibular joint dysfunction when medically necessary and related to an oral orthopedic problem. Article III. A. (1)(g) provides hospitalization benefits for the oral surgical procedures described in Article III. A. (3)(e), provided hospitalization is medically necessary. In addition, according to Q&A #81-15 (enclosed herein), certain dental and oral surgical procedures are covered under the Employer Benefit Plan only when performed in a hospital as part of the treatment for an illness or injury which is otherwise a covered benefit. Q&A #81-16 (enclosed herein) provides that physician services, including anesthesia services, are a covered benefit only when they are for the treatment of a medical condition for which benefits would otherwise be provided.

A Funds' medical consultant has reviewed the medical evidence submitted and advised that insufficient medical justification has been provided to establish that the Employee's spouse's oral surgery was medically necessary or that a pre-existing medical condition existed to satisfy the requirements of Article III. A. (1)(g). or that the surgery described by the oral surgeon could be considered part of the treatment of an otherwise covered medical condition.

Because of the provider's failure to establish clearly that the Employee's spouse's oral surgery is one of the procedures listed in Article III. A. (3)(e), or that it is due to a pre-existing medical condition which would satisfy the requirements of Article III. A. (1)(g) or is part of a treatment for an otherwise covered benefit, the Employee's spouse's oral surgery to correct her claimed skeletal horizontal deficiencies, maxillary retrognathia and mandibular prognathism, are not covered under the Employer Benefit Plan.

With regard to the Employee's statement that CNA insurance would have covered the expenses incurred for his wife's orthodontic treatment and oral surgery, CNA was the dental insurance carrier for the Employer before Provident became the current carrier. Inasmuch as dental benefits are provided under Article XX-A of the Coal Wage Agreement and the Trustees have authority to resolve disputes involving benefits established by Article XX only, the Trustees may not address disputes concerning dental plan benefits.

Opinion of the Trustees

The Employer is not responsible for providing health benefits coverage for the Employee's spouse's oral surgery or hospitalization for treatment of her claimed congenital defect.