

OPINION OF TRUSTEES

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In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 84-381 - September 30, 1987

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 orthodontic treatment under the terms of the Employer Benefit Plan.

Background Facts

The Employee's 12-year-old son was examined by an orthodontist in March 1986 and was found to have a skeletal and dental malocclusion as well as severe maxillary and mandibular crowding of his teeth. The orthodontist recommended treatment with braces, but the Employee decided against the application of braces. In May 1986, the Employee's son was in an accident and suffered the loss of his maxillary central incisors. The two avulsed teeth were reimplanted and splinted in place, and the Employee's son was referred to an endodontist for continuing treatment of the reimplanted teeth. Then, in July 1986, the orthodontist applied braces to the Employee's son. The Employer paid benefits for the reimplantation and splinting of the avulsed teeth and for the endodontist's services, but denied health benefits coverage for the braces.

Dispute

Is the Employer responsible for the provision of health benefits coverage for the Employee's son's orthodontic treatment?

Positions of the Parties

Position of the Employee: The Employer is responsible for the provision of health benefits coverage for the Employee's son because his accident destabilized his teeth to the point that braces were necessary.

Position of the Employer: The Employer is not responsible for the Employee's son's orthodontic treatment because it constitutes dental services which are not covered under the Employer

Benefit Plan. Since the deed for braces was established prior to the accident, and since braces are not appropriate treatment for avulsed teeth, the orthodontic treatment is not covered under Article III A. (3)(e) of the 1984 Plan.

#### 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)
- Fractures 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. (11) (a) of the 1984 Employer Benefit Plan states in part:

(11) General Exclusions

- (a) In addition to the specific exclusions otherwise contained in the Plan, benefits are also not provided for the following:

19. Dental services.

#### Discussion

Under the provisions of Article III. A. (3)(e), dental services may qualify as covered benefits when they are required as the direct result of an accident. Dental services are otherwise excluded under Article III. A. (11)(a)19, except when performed as part of treatment for an illness or injury, pursuant to C&A 81-15 (copy enclosed herein) . Orthodontics is a branch of dentistry which uses mechanical devices (e.g., braces) to prevent and correct irregularly positioned teeth and malocclusion. Orthodontic treatment is, therefore, a dental service and benefits are not provided under the Employer Benefit Plan, except either when required as the direct result of an accident or when performed as part of a treatment for an illness or injury which is otherwise a covered benefit.

The endodontist treating the Employee's son stated that braces were not required to reimplant and stabilize the two avulsed teeth, but that braces may be indicated to reposition the two teeth once they stabilize. The orthodontist stated that the Employee's son needed braces before the accident, but that the results of the accident complicated the orthodontic treatment. A Funds physician consultant reviewed the case and concluded that the orthodontic treatment was not required as a result of the accident. Furthermore, the medical consultant concluded, based on the available documentation, that it has not been established that any portion of the Employee's son's orthodontic treatment could be attributed to the medically necessary treatment of the avulsed and reimplanted teeth. Because the need for braces was established before the accident, and because the accident resulted only in two avulsed teeth, the reimplantation of which has been covered by the Employer, the orthodontic treatment provided constitutes dental services which are not covered under the Plan.

#### Opinion of the Trustees

The Employer is not responsible for providing health benefits coverage for the Employee's son's orthodontic treatment.