

OPINION OF TRUSTEES

---

In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 88-387 - October 29, 1991

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, 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 benefits for treatment of temporomandibular joint dysfunction under the terms of the Employer Benefit Plan.

Background Facts

In October 1988, the Employee's spouse was referred by her dentist to a dentist who specializes in temporomandibular joint (TMJ) disorders for evaluation of symptoms, including chronic headaches, severe ear and facial pain and clicking and popping in her jaw. Around the same time, the Employee's spouse was treated by a chiropractor who provided manual manipulation of the joint over a period of several weeks. Because chiropractic treatment provided only temporary relief, the chiropractor also referred her to the same TMJ specialist for treatment and possible surgery. Prior to visiting the TMJ specialist, the Employee's spouse contacted the Employer's insurance carrier to inquire about benefits for TMJ. The Employee's spouse contends that a representative of the insurance carrier stated that TMJ is a medical problem and, therefore, benefits would be provided under the medical plan.

In December 1988, the TMJ specialist diagnosed the Employee's spouse as having degenerative osteoarthritis and TMJ syndrome. The three-year treatment plan recommended for the Employee's spouse included the insertion of Crozat orthopedic/orthotic splints (upper and lower) with monthly adjustments in order to stabilize the jaw, followed by the application of Edgewise appliances to straighten the Employee's spouse's teeth. The Employee's spouse contends that she again contacted the insurance carrier and was told that claims for the insertion of the splints and monthly adjustments would be covered. The therapy was initiated in January 1989. On March 1, 1989, the Employer's insurance carrier provided benefits for the insertion of one of the splints. However, the insurance carrier subsequently requested a refund, stating that payment had been made in error for services that are not covered under the Plan.

Opinion of Trustees  
Resolution of Dispute  
Case No. 88-387  
Page 2

The Employer states that each time the Employee's spouse contacted the carrier concerning benefits for TMJ treatment, a representative read to her the standard disclaimer that the information provided in no way represented a guarantee of payment. After a review of the proposed treatment plan, the Employee was notified on February 21, 1989 by the insurance carrier that benefits were denied because the treatment described was considered primarily orthodontic. The Employer states that a dental consultant in active practice of oral and maxillofacial surgery subsequently reviewed the available treatment records, x-rays, study models and other correspondence concerning the Employee's spouse's treatment. The consultant determined that the treatment rendered was orthodontic, rather than orthopedic, in nature and was inconsistent with the diagnoses of osteoarthritis and temporomandibular joint disease. Therefore, the Employer maintained its denial of benefits under the Employer Benefit Plan for the Employee's spouse's treatment.

Dispute

Is the Employer required to provide benefits for the Employee's spouse's treatment for temporomandibular joint syndrome?

Positions of the Parties

Position of the Employee: The Employer is required to provide benefits for the Employee's spouse's treatment for temporomandibular joint syndrome because a representative of the Employer's insurance carrier told her that such treatment is covered under the Employer Benefit Plan and because the treatment has successfully treated her TMJ symptoms.

Position of the Employer: The Employer is not required to provide benefits for the Employee's spouse's treatment for temporomandibular joint syndrome because there is inadequate documentation to establish its medical necessity, and it is orthodontic, rather than orthopedic, in nature. The Employer also states that the services in question do not comply with the guidelines approved by the American Academy of Craniomandibular Disorders for treatment of TMJ and, therefore, they are considered experimental in nature. Finally, the Employer states that, while its insurance carrier may have given the Employee's spouse general information concerning coverage provided under the Employer Benefit Plan, the carrier did not at anytime pre-authorize the treatment in question.

Pertinent Provisions

rective external orthopedic appliances as a treatment for temporomandibular joint dysfunction only when such treatment is medically necessary and related to an oral orthopedic problem.

A Funds' medical consultant has reviewed the information submitted in this case and has advised that the documentation provided does not establish the presence of an orthopedic temporomandibular joint dysfunction for which the treatment prescribed was medically necessary. The consultant has noted that the review

The Introduction to Article III of the Employer Benefit Plan states in part:

Covered services shall be limited to those services which are reasonable and necessary for the diagnosis or treatment of an illness

or injury and which are given at the appropriate level of care, or are otherwise provided for in the Plan. The fact that a procedure or level of care is prescribed by a physician does not mean that it is medically reasonable or necessary or that it is covered under this Plan....

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

- (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 the oral cavity  
Dental services required as the direct result of an accident

#### Discussion

The Introduction to Article III of the Employer Benefit Plan states that covered services shall be limited to those services which are reasonable and necessary for the diagnosis or treatment of an illness or injury. The fact that a procedure or level of care is prescribed by a physician does not mean that it is medically reasonable or necessary or that it is covered under the Plan.

Article III. A. (3)(e) of the Employer Benefit Plan, as interpreted by the Trustees in Q&A 81-88 (copy enclosed herein), provides benefits for the use of corby the insurance carrier's dental consultant indicated that the treatment in question was not consistent with the diagnoses of osteoarthritis of the left condyle and temporomandibular joint disease. The Funds' consultant has advised that there is no documentation of an oral orthopedic problem and the x-rays reviewed do not show evidence of osteoarthritis of the left condyle. The consultant has advised that, for these reasons, it is his opinion that the Employee's spouse's treatment with Crozat splints and Edgewise appliances is orthodontic in nature and is not medically necessary for the treatment of temporomandibular joint dysfunction. Inasmuch as the medical necessity of the Employee's spouse's treatment for TMJ syndrome has not been established, the Employer's denial of benefits is justified.

Although the Employee alleges that representatives of the Employer's insurance carrier stated that the treatment in question would be covered, the Employer states that it is customary for its carrier's representatives to advise beneficiaries that information provided concerning benefits available does not represent a guarantee of payment. There is no evidence that the Employee was advised differently in this case.

Opinion of Trustees  
Resolution of Dispute  
Case No. 88-387  
Page 4

Opinion of the Trustees

The Employer is not required to provide benefits for the Employer's spouse's treatment for TMJ syndrome, as the medical necessity of treatment for an orthopedic problem has not been established.