

OPINION OF TRUSTEES

In Re

Complainants: Employee
Respondent: Employer
ROD Case No: 88-621 - November 11, 1992

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; Elliott A. Segal, 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 coverage for oral surgery under the terms of the Employer Benefit Plan.

Background Facts

In 1987, the Employee's son was diagnosed with a dentofacial deformity known as mandibular retrognathism. The son's symptoms included difficulty in chewing and eating and locking of the jaw. On September 25, 1987 the Employee's son began orthodontic appliance therapy (braces) to correctly align the teeth in order to facilitate and maximize the amount of surgical correction necessary to reposition his lower jaw into a more normal position. The proposed surgical procedure was a bilateral sagittal osteotomy of the mandible.

The oral surgeon wrote to the Employer's claims payor in June and September, 1988 requesting authorization for the surgical procedure. In his letter the surgeon stated that if the Employee's son did not have the surgery to correct the skeletal malformation he might develop several problems; an accelerated periodontal breakdown due to malposition of the jaws and teeth, relapse of the orthodontic correction made via the appliance

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therapy, temporomandibular joint (TMJ) symptoms which could become severe, necessitating further treatment including surgery, and progressive difficulty in mastication (chewing) because of the misalignment of the jaws.

On February 9, 1989 the Employer notified the surgeon via letter that it was unable to provide any benefits for the proposed oral surgical procedure since the procedure was not one of the covered oral surgeries listed in Article III. A. (3)(e) of the Employer Benefit Plan. Additionally, since the Employee's son did not have a pre-existing medical condition necessitating hospitalization, the hospital charges and the anesthesia charges would be ineligible as well.

After receiving a copy of the Employer's denial, the oral surgeon told the Employee that if he would make arrangements for the hospital and anesthesia portions of the bill that he, the surgeon, would waive the \$4,000 surgery fee.

The Employee negotiated a payment schedule with the hospital and the surgery was performed on November 13, 1989 with no complications. The hospital submitted its bill to the Employer for consideration. The Employer paid the entire bill, minus \$4.00 for a private room, in July, 1990. The anesthesia charge was pended for additional information. After receiving the information related to the anesthesia bill, the Employer's plan administrator requested that the entire amount paid on the hospital bill be refunded. The hospital refunded the money in September, 1991. The Employee states that he was never copied on any of these transactions, and did not know that the Employer had requested a refund. The Employee has set up a payment schedule with the hospital for the outstanding balance, but asks the Trustees to decide whether benefits should have been provided for charges related to his son's oral surgical procedure.

Dispute

Is the Employer required to provide health benefits for the Employee's son's oral surgical procedure on November 13, 1989?

Positions of the Parties

Position of the Employee: The Employer is required to provide health benefits coverage for the Employee's son's oral surgery because it is necessary to correct a birth defect and because

the son exhibited symptoms of TMJ dysfunction. The Employer is required to provide health benefits coverage for the related hospitalization because of the length and intensity of the procedure.

Position of the Employer: The Employer is not required to provide health benefits coverage for the Employee's son's oral surgery because it is not one of the oral surgical procedures covered under Article III. A. (3)(e), and because it is not part of the treatment of an illness or injury which is otherwise a covered benefit under the Plan. The Employer has not found any medical documentation that the proposed procedures are intended to correct a TMJ dysfunction. The Employer is not required to provide health benefits coverage for the related hospitalization charges because a preexisting medical condition has not been documented, as required under Article III. A. (1)(g) of the Employer Benefit Plan.

Pertinent Provisions

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

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

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

Article III. A. (3)(e) of the Employer Benefit Plan specifies the limited oral surgical procedures for which benefits are provided. Among those procedures is surgery for temporomandibular joint dysfunction (TMJ), under certain circumstances. A Funds' medical consultant has reviewed the information submitted in this case and has advised that he finds no medical documentation of dysfunction of the patient's temporomandibular joints. According to the consultant, the oral surgical procedure, a bilateral sagittal mandibular osteotomy, is not among the limited oral surgical procedures covered under Article III. A. (3)(e) of the Employer Benefit Plan.

According to Q&A 81-15 (copy enclosed herein), charges for dental and oral surgical procedures may also be covered under the Employer Benefit Plan only when the procedure is performed in a hospital as part of the treatment for an illness or injury that is otherwise a covered benefit. The medical consultant has stated that he finds no medical documentation of symptoms or of a specific illness or medical condition in the records reviewed. The medical consultant therefore advises that there is no medical evidence that would suggest that the surgery was medically necessary as part of the treatment of an illness or injury that is otherwise covered under the Employer Benefit Plan.

Article III. A. (1)(g) of the Employer Benefit Plan provides benefits for medically necessary hospitalization when the

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admission is for an oral surgical procedure listed in Article III. A. (3)(e). Inpatient hospital benefits are also provided when hospitalization for a dental procedure is necessary due to a beneficiary's preexisting medical condition, and when prior approval has been received from the Plan Administrator. The medical consultant has advised that there is no evidence of a preexisting medical condition that would necessitate hospitalization of the Employee's son.

Since the Employee's son's oral surgery was not one of the covered oral surgical procedures listed in Article III. A. (3)(e), nor part of the treatment for an illness or injury that is otherwise a covered benefit, as discussed in Q&A 81-15, and because there is no evidence of a preexisting medical condition that would meet the requirements for coverage under Article III. A. (1)(g), the Employer is not required to provide benefits for the hospitalization and other charges related to the oral surgery performed on the Employee's son on November 13, 1989.

Opinion of the Trustees

The Employer is not required to provide health benefits coverage for the hospitalization and other charges related to the oral surgery performed on the Employee's son on November 13, 1989.

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.