BULLETIN 90-3

TO: All Insurers Authorized to Write Health Insurance in Utah All Health Services
Plans and Health Maintenance Org.

FROM: Insurance Commissioner

DATE: December 24, 1990

SUBJECT: **Temporomandibular Joint Dysfunction** (TMJ)

This bulletin supersedes Bulletin 85-1. The only changes from the previous bulletin are the bulletin number, signature line and date. Everything else remains the same.

On October 4, 1984 the Department held an hearing on Temporomandibular Joint Dysfunction in order to collect information and take testimony concerning the payment practices which insurers follow with respect to claims submitted for the treatment of TMJ and to determine whether the commissioner should take measures to achieve uniformity among insurers with respect to those payment practices.

From testimony taken, it appears the coverage and reimbursement practices of insurers vary greatly and some insurers are improperly denying payment of benefits under health insurance contracts for the treatment of Temporomandibular Joint Dysfunction.

There is no justification for routinely and uniformly excluding all treatment of TMJ on the basis that it is "dental" on a medical policy or on the basis that it is "medical" if the policy is a dental policy. TMJ is an imprecise diagnosis used to categorize a variety of causes and symptoms. Since it is often difficult to categorize the disorder as a medical or dental condition with a subsequent variety of medical or dental treatment, this Department finds that, when it is not specifically excluded, benefits be based on the cause of the problem and the nature and appropriateness of the treatment, with coverage for diagnostic procedures under either medical or dental plans paying as a medical expense when there is a choice, since that is usually the more comprehensive benefit, and if there is evidence of joint disease or deterioration, benefits must be allowed(c) as medical benefits under a medical policy for any treatment that is necessary, and if there is no evidence of joint disease or deterioration and there evidence of malocclusion, benefits must be allowed as medical benefits under a dental benefit if there is dental coverage in force and if it includes orthodontic benefits.

If express exclusion of coverage is claimed as a basis for nonpayment, the exclusion must be made in the certificate as well as the master contract. Documentation of the etiology of the disease and the necessity of treatment is allowed and suggested.

Appropriate claims review personnel must be provided consistent with the benefit claimed. All individuals within your organization responsible for administering

claims must be made aware of this bulletin.

DATED this 24th day of December 1990.

Insurance Commissioner

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