

**THE COUNCIL FOR MEDICAL SCHEMES  
APPEAL COMMITTEE**

In the matter between:

**J S**

Appellant

and

**SPECTRAMED MEDICAL SCHEME**

Respondent

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**APPEAL RULING**

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1. The Appellant is a member of the Respondent. He belongs to the Respondent's Spectrachochoice option, which requires him and his dependants to obtain primary medical and dental services from Medicross.
2. The Respondent's rules provide that members who belong to the Spectrachochoice benefit option are entitled to one hundred percent of preferred provider tariffs in respect of conservative dentistry, subject to the applicable clinical protocols.
3. The protocols in respect of dentistry stipulate that the Respondent will cover one annual check up per member or dependant per year, and will

cover conservative dental restorations, amalgam and anterior resin, to a maximum of four teeth per year and subject to pre-authorisation.

4. On 11 April 2006 the Appellant's wife visited a Medicross dentist who examined her, and diagnosed eighteen different problems requiring treatment. The dentist in question was elderly and did not inspire confidence in the Appellant or his wife.
5. The Appellant's wife then sought a second opinion from another Medicross dentist located closer to where the Appellant lives. The second dentist examined the Appellant's wife, filled two of her teeth with a post composite filling and treated her teeth with adult fluoride. This took place on 28 June 2006.
6. On 24 June 2006 the Appellant himself had attended the same dentist and had received one post composite filling and adult fluoride treatment.
7. Post composite fillings and adult fluoride treatment are not covered by the applicable clinical protocol. The Respondent declined to pay for these treatments, and also declined to pay for the Appellant's wife's second examination on the basis that only one examination per year is covered.

8. In a complaint laid by the Appellant to the Registrar, the Registrar ruled that the scheme was correct in declining to pay these accounts, and it is against that ruling that the Appellant now appeals.
9. In the ordinary course of events members are entitled only to those benefits that are contained in the schedule of benefits applicable to the benefit option that they have chosen. Thus, in the ordinary course, the scheme could not be compelled to pay for any of the specific dental services that it has declined to meet in the Appellant's case.
10. However there are, in this dispute, two further considerations that need to be taken into account.
11. The first is the recognition by the scheme that "*it is therefore the responsibility of the Medicross service provider to inform the patient when treatment that is not covered by his medical aid option is administered.*" This statement appears in an email written to the Appellant by Debby Loubser, on behalf of the scheme, on 16 August 2006.
12. It is not contested that the second dentist consulted by the Appellant and his wife did not inform the Appellant or his wife that post composite filling and adult fluoride treatment were not covered.

13. The second factor is the evidence led by the Appellant to the effect that the second dentist consulted informed him that he would not have been prepared to administer amalgam or anterior resin fillings, but would only have been prepared to administer post composite fillings. The effect of this is that the service provider that the member has been required to use does not offer the treatments that are covered by the benefit option but only offers treatments that are not covered.
14. This means that a member who requires a filling and who is directed to use this service provider will always have to pay for the fillings administered by that provider, because the service provider does not administer any type of filling that is covered by the option.
15. Whilst the scheme has the right to designate service providers that it requires its members to use, it must ensure that those service providers in fact provide the services that are covered by the benefit option of the member. To do otherwise would be to compel the member to self-fund the treatment required.
16. Regarding the refusal to pay for two examinations, the fact that the scheme would only pay for one dental examination per year was a limitation to the benefits applicable to the Appellant's benefit option which should have been easily ascertainable by him. In the circumstances there can be no complaint with the scheme's refusal to pay for the second examination.

17. However, in light of the failure of the second dentist to inform the member and his wife of the fact of the treatments that were being administered were not covered by the scheme, in circumstances where the scheme has acknowledged that it was the dentist's responsibility to do so, the appeal committee finds that the scheme should reimburse the member for the costs of the fillings and fluoride treatment administered by this service provider.
  
18. The appeal is therefore partially upheld and the Respondent is ordered to reimburse the member (in the event that the member has paid) or pay the service provider (in the event that the member has not yet paid) for the post composite filling and adult fluoride treatment administered to the Appellant on 24 June 2006 and for the two post composite fillings and adult fluoride treatment administered to the Appellant's wife on 28 June 2006.

DATED AT JOHANNESBURG THIS      DAY OF MARCH 2007

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P R JAMMY  
MEMBER: APPEAL COMMITTEE