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## OPINION OF TRUSTEES

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### In Re

Complainant: Widow of Employee  
Respondent: Employer  
ROD Case No: 02-0048

Trustees: Micheal W. Buckner, Daniel L. Fassio, Morris D. Feibusch, and Michael H. Holland.

The Trustees have reviewed the facts and circumstances of this dispute concerning the provision of benefits under the terms of the Employer Benefit Plan.

### Background Facts

The Complainant is the widow of a mineworker who was in a mine accident on November 13, 2002, and who died on February 20, 2003, following two strokes. The Complainant is seeking health benefits from the Respondent under Article II.E.(1) of the Employer Benefit Plan, claiming the mineworker died as a result of the mine accident.

### Dispute

Is the Complainant eligible for health benefits under Article II.E.(1) of the Employer Benefit Plan?

### Positions of the Parties

Position of the Complainant: The mineworker died as a result of the mine accident that occurred on November 13, 2002. Therefore, his surviving spouse is eligible for health benefits until death or remarriage.

Position of the Respondent: The mineworker's death was not caused by the accident that occurred on November 13, 2002. Complainant was provided with 60 months of health benefits coverage, pursuant to Article II.E. (3) of the Employer Benefit Plan, as a surviving spouse.

Pertinent Provisions

II. ELIGIBILITY

E. Surviving Spouse and Dependents of Deceased Employees or Pensioners

Health benefits under Article III shall be provided to (i) any unmarried surviving spouse (who was living with or being supported by the Employee or Pensioner immediately prior to the Employee's or Pensioner's death) and (ii) such spouse's unmarried surviving dependent children as defined in subsections (2) and (5) of section D, of an Employee or Pensioner who died:

(1) As a result of a mine accident occurring on or after the effective date of the Plan while the Employee was working in a classified job for the Employer;

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(3) At a time when such Employee or Pensioner is entitled to receive health benefits pursuant to section A, B, or C of this Article II, provided that (i) if such Employee or Pensioner died prior to the effective date of the Wage Agreement and the spouse is not eligible for a Surviving Spouse's benefit, then only for the period that the spouse is eligible to receive death benefits in installment payments pursuant to section C of Article III, or (ii) if such Employee or Pensioner died on or after the Effective Date of the Wage Agreement and the spouse is not eligible for a Surviving Spouse's benefit and life insurance benefits or death benefits under any plan maintained pursuant to Article XX of the National Bituminous Coal Wage Agreement of 2002 are payable in a lump sum, then only for 60 months following the month of the death of such Employee or only for 22 months following the month of death of such Pensioner. If life insurance benefits are not payable, health benefits shall be provided only to the end of the month in which the Employee or Pensioner died.

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Health benefits shall continue for a surviving spouse until remarriage of such spouse.

Discussion

The deceased Employee was in a mine accident on November 13, 2002, which caused an injury to his left shoulder and neck when a rock fell and struck him. X-ray and MRI examinations revealed no bone injuries. The Employee suffered a stroke on February 10, 2003, was taken to the emergency room and discharged following a CAT scan. Three days later the Employee had a seizure and was admitted to the hospital, where he suffered a second stroke. The Employee subsequently died on February 20, 2003.

In 2004, a lump sum compromise settlement was reached between the widow and the Employer that did not include any admission that the Employee's death was work-related. Three experts for the Employer concluded after reviewing the autopsy report that the mine accident was not the cause of death. Two experts for the widow of the Employee concluded that the accident was the cause of the stroke that resulted in the Employee's death. An autopsy documented the cause of death as being a cerebral infarct presumed to have come from the left ventricular wall of the Employee's heart.

The Funds' Medical Director has reviewed the medical records and post-mortem deposition opinions regarding the cause of death and has opined that the mine accident of November 13, 2002, did not cause an injury to the chest wall or heart of the Employee and was not the cause of the cerebral infarct that led to his death on February 20, 2003.

#### Opinion of the Trustees

As provided in Article II. E. (3) of the Employer Benefit Plan, the widow of the Employee is entitled to health benefits for 60 months following the month of the death of the Employee.