

OPINION OF TRUSTEES

In Re

Complainant: Employee's Sister
Respondent: Employer (Insurance Carrier)
ROD Case No: 97, June 11, 1980

Board of Trustees: Harrison Combs, Chairman; John J. O'Connell, Trustee;
Paul R. Dean, Trustee.

Pursuant to Article IX of the United Mine Workers of America 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 payment of accidental death insurance by the Employer under the terms of the Employers Benefit Plans and hereby render their opinion on the matter.

Background Facts

According to the store clerk's statement, on March 12, 1979, the Employee was completing a purchase in a liquor store when he screamed, threw up his arms, grabbed his chest, and fell straight back, striking his head on the floor. He was taken to the hospital where it was determined that he had suffered a seizure in the store prior to falling and fracturing his skull. Although he appeared to be awake and alert during the next three days, he died on March 16, 1979.

The attending physician stated, on April 25, 1979, that the cause of death "was related to a severe brain injury associated with multiple skull fractures as a result of the fall." However, the same physician stated, on June 5, 1979, in the hospital records, that death was probably caused by "an acute myocardial infarction" (heart attack). The death certificate indicates that the cause of death was a basilar skull fracture and cardiac arrest.

Dispute

Is the Employer responsible for payment of accidental death insurance?

Positions of the Parties

Position of Beneficiary's Representative: The beneficiary believes that she is entitled to accidental death insurance.

Position of Employer (Insurance Carrier): The Employer states that the beneficiary is not entitled to accidental death insurance because the Employee's death was caused in part by disease.

Pertinent Provisions

Employers Benefit Plans, Article III, Section B(1)(b) and (d)

Paragraph (b) provides: Subject to (d) below, upon the death of an Employee due solely to violent, external and accidental means, life insurance in the amount of \$24,000 will be paid to the Employee's named beneficiary.

Paragraph (d) provides: Accidental death or dismemberment benefits are not payable if caused in whole or in part by disease, bodily or mental infirmity, ptomaine or bacterial infection, hernia, suicide, intentional self-inflicted injury, insurrection, or acts of war.

Discussion

According to the store clerk's statement, the Employee screamed, threw up his arms, grabbed his chest, and fell over backward. Later, at the hospital, it was determined that the employee had suffered a seizure before falling to the floor.

According to the physician's statement, the fall resulted in a skull fracture that may have caused the Employee's death. His death, however, was not due solely to the skull fracture. Rather, his death was due in part to the seizure that caused his fall. Accordingly, the Employee's beneficiary is not entitled to accidental death insurance, since eligibility for such insurance is predicated upon the death of an employee due solely to, among other things, accidental means under paragraph (b) of Article III(B)(1).

Any doubt about this conclusion is resolved by paragraph (d) which provides, in relevant part, that accidental death insurance is not payable if the death was caused in whole or in part by disease or bodily infirmity. Although the seizure was not identified as a particular disease, it certainly was some form of bodily infirmity. Moreover, the physician's statement, on June 5, 1979, and the death certificate indicate that the death may have been caused, in whole or in part, by a heart attack, clearly a bodily infirmity. Thus, under both paragraph (b) and (d) of the Employers Benefit Plan, the beneficiary is not entitled to accidental death insurance.

Opinion of the Trustees

The Trustees are of the opinion that the Employee's death was not due solely to accidental means, and was caused in whole or in part by a bodily infirmity. Accordingly, the Employer is not liable for the payment of accidental death insurance under Article III(B)(1)(b) and (d) of the Employers Benefit Plan.

Opinion of Trustees

ROD Case No. 97

Page 3