

OPINION OF TRUSTEES

In Re

Complainant: Employee's Widow
Respondent: Employer
ROD Case No: 145, October 27, 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 an accidental death benefit to the widow of the Employee by the Employer and hereby render their opinion on the matter.

Background Facts

The Employee was a mineworker eligible for benefits under the Employer's Plan. While making repairs to his home on May 10, 1980, the Employee sustained from a circular saw severe laceration of the left thumb. The Employee was hospitalized on that date until the date of his death on May 14, 1980. The statement of the Attending Physician on the Proof of Claim for Death Indemnity, as well as the Postmortem Examination Record list the cause of death as "Chronic Obstructive Pulmonary Disease--Anthracosilicosis." On June 17, 1980, the payment of a life insurance benefit in the amount of \$12,000 was made to the Employee's widow.

Question

Is the Employer responsible for the payment of an accidental death benefit?

Position of the Parties

Position of Employee's Widow: The widow poses the question as to whether or not an accidental death benefit should have been paid to her.

Position of Employer: The beneficiary is not entitled to accidental death insurance because the Employee's death was caused primarily by disease.

Pertinent Provisions

Article III, Section B (1)(b)(d) of the Employer's Benefit Plan which provides:

B. Life and Accidental Death and Dismemberment Insurance

(1)(b) Active Employees 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.

(1)(d) 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

A review of the documents submitted indicates that in the Statement of Beneficiary the Employee's widow listed a "bad heart" as the Employee's disability. In the Statement of the Attending Physician, the physician indicated that "Chronic Obstructive Pulmonary disease, anthracosilicosis" was the primary cause of death.

In the Postmortem Examination Record, the Medical Examiner listed the cause of death as Chronic Obstructive Pulmonary Disease--Anthracosilicosis and the manner of death: Accident. In his opinion he states: "This 59 year old white male died of severe emphysema (chronic obstructive pulmonary disease). Arteriosclerotic cardiovascular disease and congestive cardiac failure, administration of general anesthesia for the repair of left thumb injury sustained from the saw, are significant contributory factors. Considering these circumstances the manner of death is classified as accident which represents a categorization of death directly or indirectly related to therapy."

Although the accidental injury to the Employee's thumb required hospitalization, the medical evidence states that the Employee died from chronic pulmonary disease. Therefore, the cause of death cannot be construed to be solely due to accidental means.

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 to the Employee's widow.