

February 22, 1982

(Opinion issued in letter form; name and address deleted)

ROD No. 298

This is in reference to your request for an advisory opinion from the Trustees of the UMWA Health and Retirement Funds concerning the above-named deceased miner's widow's eligibility for health and life insurance coverage.

According to the information which you and the widow have provided, the miner last worked in the coal industry in October, 1978, when he became disabled due to arthritis. The miner was 47 years old at the time and had completed 27 years of credited service. His last signatory Employer provided him with sickness and accident benefits and health coverage until November 30, 1979. He was awarded Social Security Disability Insurance ("SSDI") benefits in June, 1980, effective March, 1979. At the time of his death, May 17, 1981, the miner was not receiving a pension and had not applied for health coverage as a disabled miner.

Under Article III. B. of the Employer's Plan, life insurance coverage is provided to pensioners and to active, disabled, and laid off employees. With respect to employees who become disabled during the term of the National Bituminous Coal Wage Agreement of 1978, however, life insurance coverage is in effect only during the period in which he is receiving sickness and accident benefits. At the time of the miner's death, he was not receiving a pension and, although disabled, he was no longer eligible for sickness and accident benefits. Therefore, under Article III. B., his widow would not be eligible for life insurance benefits.

Under Article II. E. of the Employer's Plan, the surviving spouse and dependents of a deceased miner are eligible for health coverage if the miner died at a time when he was eligible for such coverage. If the miner died after March 27, 1978, however, and the spouse is not eligible for a Surviving Spouse benefit, life insurance, or death benefits, health coverage is in effect for the spouse and dependents only to the end of the month in which the miner died.

In this case, the miner's health coverage expired prior to his death. In addition, he did not apply for health coverage as a disabled miner at the time of his death. Therefore, his eligibility for such benefits had not been established. Under the language of Article II. E., however, even assuming that the miner was eligible for health coverage at the time of his death, because the spouse was not eligible for the Surviving Spouse benefit, life insurance, or death benefits at that time, she would only have been eligible for health coverage until May 31, 1981, the end of the month in which the miner died. Consequently, under the terms of the Employer's Plan, the spouse is not now eligible for health coverage.

Sincerely,

Harrison Combs, Chairman

John J. O'Connell, Trustee

Paul R. Dean, Trustee