

April 26, 1983

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

Re: Opinion of Trustees  
Resolution of Dispute  
Case No. 332

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 your Request for Advisory Opinion concerning payment of accidental death benefits.

According to the information submitted, the Employee was killed in an accident on May 24, 1981, more than 30 days after the beginning of the strike following the expiration of the 1978 Coal Wage Agreement. The Employer had advanced insurance premiums for the Employee for the first 30 days of the strike, but the Employee did not pay premiums for the remainder of the strike.

Under Article III. E. (3) of the Employer's Benefit Plan, if an Employee's life insurance terminates, the Employee may convert to an individual policy upon application to the insurance carrier within 31 days of such termination. Moreover, if the Employee dies within the 31-day conversion period, his beneficiaries will receive the life insurance benefit, even if the Employee had not applied for an individual policy. On December 18, 1981, the Employer paid the \$12,000 life insurance benefit to the Employee's beneficiary. However, Article III. E. (b) specifies that the individual policy may not include disability benefits in the event of accidental death. Thus, Article III. E. (3) does not extend the conversion privilege to accidental death benefit by virtue of this provision.

Because the Employee had not paid premiums for coverage after the first 30 days of the strike, his coverage had terminated at the time of his death. Therefore, the Employer is not required to pay an accidental death benefit to his surviving beneficiary.

Sincerely,

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Harrison Combs, Chairman

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John J. O'Connell, Trustee

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Paul R. Dean, Trustee

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