

Opinion of the Trustees

ROD Case No. 339

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November 19, 1984

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

Re: Opinion of Trustees
Resolution of Dispute
Case No. 339

Pursuant to Article IX of the United Mine Workers of America ("UMWA") 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 life insurance benefits to the named beneficiary of an Employee by the Employer under the terms of the Employer's Benefit Plan.

You have asked the Trustees to review the question of whether you or your children are entitled to receive death benefit payments resulting from the death of your husband on January 16, 1980. You have stated that at the time of his death you were still legally married, although you had separated approximately one month earlier. You have also stated that you had applied for the death benefit but that your application had been denied by your husband's Employer. The stated reason for that denial was that your husband had named his mother as the beneficiary of the death benefit. Nevertheless, your requests to review documentation supporting that claim have been denied by the Employer. Therefore, you have requested that the Trustees resolve this dispute and determine your entitlement to such benefits payments.

Article III, B, (1), (a) of the 1978 Employer's Benefit Plan provides: (a) on the death of an Employee due to other than violent, external and accidental means, life insurance in the amount of \$12,000 will be paid to the Employee's named beneficiary.

In responding to the Trustees' request for a statement of its position in this dispute, the Employer claims that it properly paid the death benefit to your late husband's mother as the named beneficiary of the death benefit. In support of this position the Employer submitted a photo copy of a group life insurance application which was signed by your former husband on December 5, 1978, which named you as the beneficiary of his life insurance and a photo copy of a subsequent life insurance form signed by your former husband on May 23, 1979, which named his mother as his beneficiary.

Inasmuch as your late husband voluntarily changed his designated beneficiary to his mother, the Trustees are of the opinion that the Employer acted properly in paying the life insurance benefits to her as the named beneficiary of record at the time of his death.

Sincerely,

Harrison Combs, Chairman

John J. O'Connell, Trustee

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Paul R. Dean, Trustee