

OPINION OF TRUSTEES

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In Re

Complainant: Surviving Spouse  
Respondent: Employer  
ROD Case No: 344 - August 25, 1986

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William B. Jordan, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee.

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 provision of accidental death benefits by the Employer to the surviving spouse of an Employee under the terms of the Employer Benefit Plan.

Background Facts

The Complainant is the surviving spouse of an Employee who died of a heart attack on July 20, 1978 while working in a classified job with the Respondent. The Complainant was awarded a Surviving Spouse pension, effective August 1, 1978, and the Respondent has provided her health benefits since that date. In addition, the Respondent has provided the Complainant with a \$12,000 life insurance benefit.

In an opinion rendered by the Kentucky State Workman's Compensation Board in late February 1982, the Board determined that the Employee's death was caused in part by the work he was performing for the Respondent. The Board found that 25% of the death was allocated to the work related injury and 75% to the underlying heart disease.

The representative for the Complainant contends that because the Employee died as a result of job related duties, the surviving spouse of the Employee is eligible for the \$24,000 accidental death benefit payable under Article III B. (1)(b) of the Employer Benefit Plan. The representative requests that the Respondent provide the Complainant with the \$12,000 death benefit balance due her.

The Respondent claims that the Complainant's husband died of a heart attack which he suffered while at work. The Respondent contends that the \$24,000 accidental death benefit is not payable if death occurs due to bodily infirmity, and argues that a heart attack is considered bodily infirmity.

Dispute

Is the Respondent responsible for providing the Complainant with the \$24,000 accidental death benefit under Article III B.(1)(b) of the Employer Benefit Plan?

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Positions of the Parties

Position of the Complainant: The Respondent is responsible for providing the Complainant the balance of the \$24,000 accidental death benefit.

Position of the Respondent: The Respondent is not required to provide the Complainant with the accidental death benefit because the Complainant's husband died in part as a result of bodily infirmity.

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Pertinent Provisions

Article I (1), (2) and (4) of the Employer Benefit Plan provides:

ARTICLE I. Definitions

The following terms shall have the meanings herein set forth:

- (1) "Employer" means (Employer's Name)
- (2) "Wage Agreement" means the National Bituminous Coal Wage Agreement of 1978, as amended from time to time and any successor agreement.
- (4) "Employee" shall mean a person working in a classified job for the Employer, eligible to receive benefits hereunder.

Article III B. (1) provides:

B. Life and Accidental Death and Dismemberment Insurance

- (1) Active Employees

Life and accidental death and dismemberment insurance will be provided for Employees, as described in Article 11, Sections A and C(3), in accordance with the following schedule:

- (a) Upon 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.

- (b) 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.
  
- (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.

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Discussion

According to Article III B. (1)(b), a \$24,000 life insurance benefit is payable upon the death of an Employee who died solely due to violent, external and accidental means. In addition, Article III B. (1)(d) provides that accidental death benefits are not payable if the Employee's death is caused in whole or in part by disease or bodily infirmity. Inasmuch as the Complainant's husband's death was not solely due to external means, as indicated by the Kentucky Workman's Compensation Board finding, the Complainant is not eligible for the \$24,000 death benefit.

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Opinion of the Trustees

The Respondent is not responsible for providing the Complainant with a \$24,000 accidental death benefit.