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## OPINION OF TRUSTEES

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### In Re

Complainant: Surviving Spouse of an Employee  
Respondent: Employer  
ROD Case No: 84-693 - September 25, 1989

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, 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 under the terms of the Employer Benefit Plan.

### Background Facts

The Employee was working in a classified position for the Respondent on July 26, 1986, when he fell from a scaffold and sustained contusions of both frontal lobes of his brain, a spinal cord injury, displaced fractures of both wrists and dislocation of the middle finger of his right hand. The Employee was taken by ambulance to a local hospital on July 26, 1986. Due to the extent of his injuries and because he had not maintained improvement, he was transferred to a neurosurgical facility on July 31, 1986. The neurosurgeons determined that there was a cervical spine fracture and the Employee was placed in traction via cranial tongs. On August 8, a myelogram and CT scan were performed to further determine the extent of the Employee's back and neck injuries. Hospital records indicate that the Employee was returned to his room in stable and satisfactory condition following the myelogram and CT scan at about 1:00 a.m. on August 9, 1986. Approximately three hours later, he developed cardiopulmonary arrest and died.

The autopsy report indicates that the Employee's death was a result of "probable cardiac arrhythmia because of high-grade atherosclerotic lesion of the left anterior descending coronary artery. The injuries incurred in the accident at work did not contribute to his death." The death certificate gives the cause of death as "atherosclerotic coronary artery disease."

The Complainant received a \$30,000 life insurance benefit from the Respondent. The Complainant's claim for a \$60,000 accidental death benefit was denied by the Respondent.

### Dispute

Is the Respondent required to pay an accidental death benefit of \$60,000 to the Complainant?

Positions of the Parties

Position of the Complainant: The Respondent is required to pay an accidental death benefit of \$60,000 to the Complainant because the Complainant's husband's death was the result of his accidental fall and subsequent injuries.

Position of the Respondent: In accordance with Article III. B. (1)(d) of the Employer Benefit Plan, accidental death benefits are not payable if death is caused in whole or in part by disease. The Respondent is not required to pay an accidental death benefit of \$60,000 to the Complainant because the Complainant's husband's death was the result of significant preexisting coronary artery disease.

Pertinent Provisions

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

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 1984, as amended from time to time and any successor agreement.
- (4) "Employee" shall mean any person working in a classified job for the Employer, eligible to receive benefits hereunder.

Article II A. of the Employer Benefit Plan provides:

Article II - Eligibility

The persons eligible to receive the health benefits pursuant to Article III are as follows:

A. Active Employees

Benefits under Article III shall be provided to any Employee who:

- (1) is actively at work\* for the Employer on the effective date of the Wage Agreement; or...

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\*Actively at work includes an Employee of the Employer who was actively at work on September 30, 1984, and who returns to active work with the Employer two weeks after the effective date of the Wage Agreement.

- (4) a new Employee will be eligible for health benefits from the first day worked with the Employer.

Article III B. (1) (a), (b) and (d) of the 1984 Employer Benefit Plan provide:

Article III - Benefits

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 II, 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 \$30,000 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 as the result of an injury occurring while insured and on or after October 1, 1984, life insurance in the amount of \$60,000 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 or caused by or results from committing a felony.

Discussion

Under Article III. B. (1)(b) of the Employer Benefit Plan, a \$60,000 life insurance benefit is payable upon the death of an Employee due solely 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 other causes not relevant in this case.

The Complainant's representative contends that the Complainant's husband's heart attack and death were a direct result of the injuries sustained in the accident on July 26, 1986 and the stress and anxiety the Employee experienced during his subsequent hospitalization. The Complainant's representative asked two physician consultants and the pathologist who performed the autopsy to review the case and provide their opinions on the cause of the Employee's death.

One of the consultants concluded that "the intense psychological stress" to which the Employee was subjected as a result of his work-related injury was a significant contributing factor to the causation of his death. The second consultant concluded that the stress produced by the Employee's injury was unquestionably a factor in his demise, and that the injuries to the Employee's brainstem could have been contributing factors. Neither of the consultants, however, has stated that the Employee's death was due solely to the accident that occurred on July 26, 1986. Indeed, one of the consultants stated that "[t]he left anterior descending coronary stenosis was the primary cause of death. The presence of this lesion is indicative of the development of atherosclerosis over many years."

The pathologist who performed the autopsy stated in a letter dated November 8, 1988 to the Complainant's representative that the Employee "died a cardiac death and postmortem examination demonstrated significant pre-existing atherosclerotic coronary artery disease and mild enlargement of the heart." The same pathologist stated that, although the stress and anxiety of the Employee's hospitalization could have contributed to his fatal cardiac event "the actual physical injuries incurred in his accidental fall did not directly contribute to his death." The death certificate, signed by the pathologist who performed the autopsy, states that the immediate cause of death was atherosclerotic coronary artery disease with no other underlying causes specified. It is reasonable to conclude, based on the evidence in this case, that the Employee's death was at least in part due to his coronary artery disease. Therefore, in accordance with Article III. B. (1)(d), the Respondent is not required to pay a \$60,000 accidental death benefit to the Complainant.

#### Opinion of The Trustees

The Respondent is not required to pay an accidental death benefit of \$60,000 to the Complainant.