

ACCIDENTAL DEATH AND DISMEMBERMENT



Richard was a successful investment banker. On his way home from a business meeting Richard was killed in a head on collision. The other driver crossed the double yellow lines and hit Richard in his lane of travel. His family was devastated. Aside from dealing with the loss of her husband, Joann was worried about how she was going to support their family of 3 young children on her part-time salary. Joann had some comfort in knowing that Richard had purchased an Accidental Death Insurance Policy through his credit card company as added financial security & protection for his family. Joann filed all of the appropriate paperwork. To Joann's surprise the insurance company denied her claim. She was frantic because she knew that she had a small window of time to appeal.

Despite the accident report, including the fact that the other car crossed the double yellow lines, the insurance company denied her claim on the grounds that that Richard had a blood alcohol level above the legal limit. The insurance company asserted that Richard did not perish in an **accident**.

Accident is generally defined by the courts as an **unexpected and unintended** occurrence. The insurance company refused to pay arguing that it was reasonably foreseeable that driving while under the influence of alcohol could lead to death.

Joann was referred to Jonathan M. Feigenbaum by her trust & estate lawyer. Jonathan prepared a detailed appeal to the insurance company focusing on the facts, the specific insurance policy language and the law.

After reading the appeal the insurance company reversed itself, and paid Joann all benefits owed. Today, Joann is still suffering from her loss but doesn't have to deal with the financial worry of paying her mortgage or for her children's education.

Most people are confused and discouraged when their loved one dies in an accident but the insurance company calls it anything but an accident.



They don't understand how what seems clearly an accident is not viewed as an accident by the insurance company. Fighting the insurance company may seem daunting as you grieve for your loved one or recover from catastrophic injuries.

Unfortunately, insurance companies often resist paying AD&D claims in a timely manner. The longer they hold on to the money, the more profit they make. They may even deny your claim saying that your loss is not covered.

As the Pennsylvania Supreme Court remarked in:
Brenneman v. St Paul F. & M. Ins. Co., 411, 412-13 Pa. 409 (1963)

"Everyone knows what an accident is until the word comes up in court. Then it becomes a mysterious phenomenon, and, in order to resolve the enigma, witnesses are summoned, experts testify, lawyers argue, treatises are consulted and even when a conclave of twelve world-knowledgeable individuals agree as to whether a certain set of facts made out an accident, the question may not yet be settled and it must be reheard in an appellate court. An accident simply stated, is merely an unanticipated event; it is something which occurs not as the result of natural routine but as the culmination of forces working without design, coordination or plan. And the more disorganized the forces, the more confusedly they operate, the more indiscriminately haphazard the clash and intermingling, the more perfect is the resulting accident."

You have a right to appeal your claim denial



You have a limited time to appeal. Some appeal deadlines are only 60-days from the date of the denial. If your AD&D claim had been denied don't delay.

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Common claim denials involve



- **ALCOHOL EXCLUSIONS**
- **DRUG EXCLUSIONS**
- **SINGLE-CAR ACCIDENT WHERE ALCOHOL OR DRUG INDICATIONS ARE PRESENT**
- **PRE-EXISTING ILLNESS OR DISEASE EXCLUSIONS**
- **PRIVATE AIRCRAFT ECLUSIONS**
- **WAR EXCLUSIONS**

Other reasons for denied claims that could be incorrect or unfair include:

- **DENYING THE CLAIM BECAUSE THE ACCIDENT DIDN'T "DIRECTLY CAUSE" THE DEATH OR DISMEMBERMENT**

Our goal is the same as yours - prompt payment of your claim



When your insurance company reviews a detailed accidental death claim appeal supported with solid evidence substantiating your death benefit claim, the insurer is more likely to approve your claim. We guide you through the process and help you every step of the way.

If you feel your accidental death insurance death benefit claim was unfairly denied Mr. Feigenbaum will examine your claim and provide you with the advice you need.

To talk with a lawyer you can trust about your insurance or employee benefits claim or appealing or pursuing litigation in court, contact us at www.erisaattorneys.com, or call at **617-357-9700** or toll-free at **866-396-9722**. Your initial consultation is free.