

**H. Appeal Item Number fifteen (15)**

**The contract contains a “rehabilitative work” provision; however, Mr. XXXX was never offered any “rehabilitative work” despite Dr. XXXX’s repeated comments identifying the need for vocational and rehabilitative assistance and Cigna’s own notes that the contract contains “mandatory rehab language”.**

Page 19 of the Long Term Disability Contract contains a “rehabilitative work” provision that defines “rehabilitative work” as work performed under any formal or informal program of rehabilitation approved by the Insurance Company and the employer. In addition, Cigna’s Acenta system claim file, pages 51-52/87 by Yvonne Stephens, acknowledges the contract contains “MANDATORY REHAB LANGUAGE”.

The problem is, Cigna never offered Mr. XXXX any vocational rehabilitation after eleven years of disability despite his attending physician’s recommendation for rehabilitation, Mr. XXXX’s willingness to attend rehabilitation and Cigna’s noted intention to provide rehabilitation.

As early as 1996, Dr. XXXX and Mr. XXXX discussed the recommendation and his willingness to attend rehabilitation. In a Cigna supplementary disability form dated 1/16/1996 Dr. XXXX checked “YES” in the form’s box that provides: “Is patient a suitable candidate for rehabilitation services?” and “Would vocational counseling and/or retraining be recommended?” Mr. XXXX also checked “YES” in the box “Are you interested in a voluntary rehabilitation/retraining program?” In 2001, Dr. XXXX and Mr. XXXX again both checked “YES” to these questions. Dr. XXXX, however, was more forceful in his recommendation on the form. In the “remarks” section of the form he wrote:

“Have repetitively recommended vocational training due to chronic and unlikely chance of significant improvement in condition.”

In 2003, Dr. XXXX again went to extraordinary lengths to emphasize Mr. XXXX’s need for vocational and rehabilitative services. He checked both boxes “YES” and wrote in the “remarks” section:

“See previous multiple notes about vocational training recommendations. Patient is MMI.”

On 12/12/2005, Ms. Yvonne Stephens made an internal note in Cigna’s Acenta system for a “vocational rehab counselor” to provide Mr. XXXX “return to work assistance.” She also noted that the contract contained “mandatory rehab language.”

Mr. XXXX’s benefits were terminated on May 2, 2006, after eleven years out of the workforce, although he had been deprived rehabilitation or vocational services by Cigna in contravention of the contract’s controlling “mandatory rehab language”. It is

glaringly apparent that Cigna chose the pursuit of denial over pursuing its fiduciary duties  
- Mr. XXXX's best interests and the return to work assistance his physician had urged.