

Doryne Thomas
CIGNA Group Insurance
212
12225 Greenville Ave
Suite 1000
Dallas, TX 75243-9337

Phone: 972-952-1005
Fax: 860-731-3044



CIGNA Group Insurance
Life · Accident · Disability

August 28, 2007

Re: Connecticut General Life Insurance Company
Insured:
Account:
Policy #:

Dear

Our review of your client's appeal for Long Term Disability benefits under the above captioned policy is complete. To assure there is no misunderstanding this is not a "level two appeal," as that is a term that is used to reference an administrative two level appeal process where the second appeal is required by the policy for exhaustion of your administrative remedies. You exhausted your client's administrative remedies with the first appeal; this is a voluntary appeal that you elected to exercise but is not required. Please note the adverse claim determination letter of January 30, 2007 does state that you had exhausted your administrative remedies. Please refer to the prior adverse determination letters for reference.

Under the above policy your client will be entitled to Long Term Disability Benefits as long as you meet the definition of Total Disability: For Long Term Disability Benefits the policy defines Total Disability or Totally Disabled as:

An Employee will be considered Totally Disabled, if because of an Injury or Sickness; the Employee is unable to perform the essential duties of his or her occupation.

After Disability Income Payments have been payable for 24 months, an Employee will be considered Totally Disabled only if because of Injury or Sickness, the Employee is unable to perform the essential duties of any occupation for which the Employee is or may reasonable become qualified based on the Employee's education, training or experience.

We have made a decision to uphold the previous denial. The decision to uphold the denial of benefits is based on the policy language and all of the documents contained in the claim file, viewed as a whole.

In the voluntary appeal you furnished your letter and a list of documents which are listed in Section 2 as "Documents Submitted with Level Two Voluntary Appeal.

Although your appeal submission does not contain any opinions and information that has not been considered in prior reviews of the claim, to assure that an appropriate consideration had been given to the medical circumstances, another medical review was conducted by a Medical Director specializing in Occupational Medicine.

In your appeal submission you had emphasized the following items and these were carefully considered in our Medical Director's review:

- A letter dated 3/2007 from _____ MD, FAAOS, Orthopedic Surgery; and operative report of 3/27/2007 and office notes of 4/6/2006, 6/22/2006 & 10/3/2006.
- Records from _____ that consisted of a 7/12/2006 letter and 9/18/1006 Pain Management Charge/Treatment Form
- A 4/5/2006 Letter from Ms. _____ and _____ Md to Morris
- A 5/9/2006 MRI of the pelvis
- 5/9/2006 MRI of Lumbar Spine
- A 1/4/2007 Peer Review

The Medical Director's Assessment is:

- The review of the medical documents do not demonstrate that Mr. Reilly was, after 4/6/2006, physically incapable of performing sedentary work activities. Based on Mr. Reilly's medical history restricting the activities of standing, walking, climbing, stooping, kneeling, crouching or crawling is medically reasonable.
- Chronic opioid use does not preclude non-safety sensitive work activities; these records do not contain a complete mental status examination and/or neuropsychological testing demonstrating that _____ is cognitively impaired as to preclude working.

The limitations and restrictions imposed by your client's medical condition was recognized and considered in the vocational review. As the limitations and restrictions have not been modified by this review, the prior vocational review is applicable. Please refer to the prior adverse determination letter for the details of the vocational analysis and the occupations identified by the relevant Transferable Skills Analysis.

Although the advocacy and informational items that you furnished were considered, these are general medical and vocational analyses and are not an examination of your client's specific

August 28, 2007

Page 3

claim. The determination of this appeal is an examination of specific claim facts and relevant expert input based on those specific facts.

Your appeal documents raise several issues that are clearly advocacy, intended for the administrative record, and is does not change our decision.

I would like to address some of your points to assure the record is clear. Many of the points that you raise are based on information taken out of context and not within the relevant time frame of the administrative appeal review. The appeal review is an examination of the entire record considered as a whole and as it relates to the relevant time frames.

The language you quote from the Employer's SPD is not the basis of our review. Our review is based on the policy language and a copy of the policy has been furnished to your attention.

Your client has been provided "full and fair" review with the opportunity to submit all information and any argument that you desired.

All relevant documents have been furnished to your attention. To the extent that any rule, guideline, protocol or similar criterions was relied on in any determination on this claim, it is referenced and contained in the file. As a note, your comment concerning the lack of furnishing "Independent medical review", that is a term referencing the Peer Review which you acknowledge having.

We were aware of the fact that Mr. [redacted] is receiving SSDI as noted in the file and that fact was taken into consideration. The fact of the receipt of benefits from another agency based on its criteria and procedures does not invalidate our review of your clients claim.

As a fully insured product, the Policyholder's issue as to a "qualifying event" is not relevant to the determination of entitlement to benefits under the above quoted policy language.

Your issues concerning the surveillance has been investigated and addressed by the Consumer Advocacy Department of LINA and the surveillance was not a material consideration as part of the appeal review resolutions.

Rehabilitative provisions of the contract are applicable during the period of payment of LTD benefits.

Upon request you will be provided with a copy of all relevant documents, records and information, in reference to your appeal, free of charge.

Please note that you have a right to bring legal action for benefits under ERISA section 502(a) as your appeal is denied.

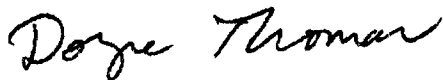
Your client or the plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local United States Department of Labor Office and your State Insurance Regulatory agency.

August 28, 2007
Page 4

Nothing contained in this letter should be construed as a waiver of any rights or defenses under the policy. This determination has been made in good faith and without prejudice under the terms and conditions of the contract, whether or not specifically mentioned herein.

Please feel free to contact me in reference to this matter if I can be of assistance.

Sincerely,

A handwritten signature in cursive script that reads "Doryne Thomas".

Doryne Thomas
Regional Claim Manager