

Karol Johnson
Senior Appeal Claim Manager

January 30, 2007

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

Dear

We have completed our review of your client's appeal for Long Term Disability and Waiver of Premium benefits under the above captioned policy. The prior decision to deny benefits is affirmed.

Under the above policy will be entitled to Long Term Disability Benefits and Waiver of Premium Benefits so long as he meets the definition of Total Disability.

The policy defines Disability as follows for the Waiver of Premium Benefit:

Disability/Disabled

"The complete inability to perform any work or engage in any occupation for wage or profit because of injury or illness"

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 reasonably become qualified based on the Employee's education, training or experience."

We based our decision to deny your claim for benefits on Policy language and all of the documents contained in your claim file, viewed as a whole.



CIGNA Group Insurance
Life - Accident - Disability

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For the purposes of this review we will determine if the duties of any occupation.

s disabled from performing

To ascertain a medical understanding of the information contained in the file, an independent medical review was completed. The independent medical review considered all available medical evidence, including the additional medical evidence submitted on appeal. As a result of the review and the peer to peer discussion with attending physician, the following are reasonable restrictions and limitations:

is able to sit at a desk but would require frequent position changes every 10 to 15 minutes. He is unable to do any standing, climbing, balancing, stooping, kneeling, crawling, or crouching. He would be able to frequently lift or carry up to 10 pounds but would not be able to lift or carry anything for a distance more than approximately 2 feet.

agrees that the above limitations and restrictions of sedentary work activities are appropriate. However, he feels that would be unable to drive due to his inability to move his legs and his use of Oxycontin. In other words, feels that inability to perform a sedentary occupation is due to his inability to drive.

The medical information supports restrictions and limitations that would allow to function within a sedentary level. Taking into consideration his level of functionality, education, training, work history and the replacement of your client's LTD benefit, a Transferable Skills Analysis was performed. The following occupations were identified:

- Contract Administrator
- Manager, Advertising
- Manager, Circulation
- Manager, Sales
- Commercial-Instructor SUP
- Manager, Merchandise
- Supervisor, Order Takers

For your review, a copy of the Peer Review and Transferable Skills Analysis is attached.

The restrictions proposed by your client's attending physician of "were he able to get back and forth to work but he is not able to drive because of the inability to move his legs and also because of his ongoing use of Oxycontin" does not disable your client from the above occupations. Neither your client's attending physician nor the peer reviewing physician indicated that the Oxycontin prohibited any activity other than driving. The ability to get to and from work is not a material duty of an occupation.