

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

12225 Greenville Ave  
Suite 1000  
Dallas, TX 75243  
Telephone: 1-800-352-0611 ext.  
1249  
Facsimile: 960-731-3211

"CIGNA" and "CIGNA Group Insurance" are registered service marks and other to various operating subsidiaries of CIGNA Corporation. Products and services are provided by operating subsidiaries and associated companies and not by CIGNA Corporation. Operating subsidiaries include Life Insurance Company of North America, CIGNA Life Insurance Company of New York, and Connecticut General Life Insurance Company.

January 30, 2007  
Page 2

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.

January 30, 2007  
Page 3

The above Policy provides that benefits are paid if your client was prevented by Disability from performing the material duties of any occupation. However, the weight of the medical evidence and vocational information in claim file supports his ability to perform any occupation. Accordingly, no further benefits are payable under the Policy and the denial of Long Term Disability and Waiver of Premium benefits is affirmed.

Please note that your client has a right to bring legal action for benefits under ERISA section 502(a) as his appeal is denied. You may request review of this denial by writing to the Life Insurance Company of North America representative signing this letter. The written request for review must be sent within 180 days of receipt of this letter and state the reasons why you feel your client's claim should not have been denied. Please include any documentation which you feel supports his claim. Information that should be submitted includes but is not limited to any office notes and test results that support your client's inability to function at a sedentary work capacity from May 2, 2006 on a continuous basis through the present date.

Under normal circumstances, you will be notified in writing of the final decision within 45 days of the date your request is received. If there are special circumstances requiring delay, you will be notified of the final decision no later than 90 days after your request is received.

Your client's 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.

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,



Katol Johnson