

# DI Claim FAQ's



Claims Management Services  
888-275-7473

## THE MEDICAL EXCLUSION RIDER

**By Jeffrey A. Yeager, ALHC, FLMI  
Vice President, Claims Management Services  
Berkshire Life Insurance Company of America**

Frequently, questions arise concerning medical exclusion riders that have been issued in conjunction with an offer for disability coverage. Medical exclusion riders are sometimes necessary when there is a medical history that increases the risk of some future disability. The intent of the rider is to limit the company's exposure to those medical conditions that are of concern. Without a medical exclusion rider, the company would not be able to make an offer for coverage.

A medical exclusion rider is necessary when an existing medical condition has been identified that increases the chance of a disability claim in the future or when there is a specific medical problem with clearly identifiable symptoms. It also is required when there is an impairment that is severe, recent, specific or likely to recur, or when there is a risk that is clearly defined and can be readily excluded. When a medical condition is found that directly or indirectly increases the risk of a disability, where possible and appropriate, modified coverage with a medical exclusion rider will be offered.

Sometimes the language of the exclusion rider can be broad, particularly when the available medical information is vague as to the severity of the problem, or the problem is so systemic that it could manifest downstream in some other underlying condition. An exclusion rider is an option of last resort as the company will, wherever possible, provide full coverage even if

it means assessing an additional premium to cover the additional risk.

When evaluating a claim for benefits, we will determine if the medical concerns that necessitated the medical exclusion rider have any effect on the claim. Specifically, we will determine if the condition excluded from coverage is a contributor to the disability. If impaired history is in fact a contributor to the disability, benefits will not be paid because of the applicability of the medical exclusion rider. On the other hand, if the impaired condition is not a factor in the disability, then benefits will be paid in accordance with the full terms and provisions of the policy.

In any situation where a medical exclusion exists and an insured thinks the disability falls within its scope, one should not automatically conclude that it is not covered. Instead, a claim should be submitted to allow us to fully evaluate the circumstances.

In all cases, we will evaluate each claim in a thorough and professional manner, and the individual circumstances of each claim will be appropriately considered. In each instance, be assured that we are committed to an equitable treatment of our policyholders as governed by the terms and provisions of their contracts with us.

*June, 2003*

Disclaimer: This discussion is a general policy statement. Any contract citations are intended only to help identify governing provisions – they are not meant to be all inclusive of all contract language that might apply in the evaluation of a similar scenario in an actual claim situation. As with all hypothetical situations, all facts and circumstances that might influence the discussion are not known and the discussion is therefore incomplete. All claims are evaluated on a case by case basis and such evaluations are based on the facts and circumstances that are unique to each. Please consult your actual policy for the terms and provisions that apply.