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VERDICTS & SETTLEMENTS

Benefits terminated after definition of disability changed

\$488,965 Insurance Benefits

The claimant was a telephone sales consultant for Intuit Inc. She developed interstitial cystitis (a bladder condition which causes urinary pain, urgency and frequency). In 2012, she applied for long-term disability benefits under her employer's ERISA disability plan. Her initial claim was made without counsel. She was denied. She retained counsel who prepared an extensive administrative appeal which documented the impact that her condition had on her ability to perform her occupational duties.

The carrier, Reliance, reversed its initial decision



GLASS



CABALLE

and reinstated benefits. In 2014, the definition of disability changed from "unable to perform your own occupation" to "unable to perform any occupation."

After review of additional medical records, Reliance again terminated the claim. Reliance did not cite any improvement in her condition, but felt that there was some type of job

that the claimant could do. Again, an extensive appeal followed. The appeal argued, in large part that having determined that the claimant could not perform her own occupation (which was sedentary in nature), there was no effective change in the disability definition that would warrant termination of benefits.

The appeal included an extensive analysis of ERISA case law, updated witness statements and additional medical literature.

Reliance reinstated benefits. Those benefits have a future lifetime value of \$488,965.68.

[15-T-076]

Type of action: Long term disability insurance claim under ERISA

Court: Won on administrative appeal before filing

Date resolved: May 2015

Verdict or settlement: Reinstatement of insurance

benefits

Amount: \$488,965.68 (lifetime value of monthly benefits)

Attorneys for plaintiff: Benjamin W. Glass III and Jose Caballe

Insurance carrier: Reliance Standard Insurance Company