

WHY AD&D CLAIMS GET DENIED

INSURANCE CLAIM FORM

ELECTRICITY ACCOUNT NUMBER

STREET ADDRESS
CODE

POSTAL ADDRESS CODE
CITY POWER/ CALL CENTRE REFERENCE
NUMBER
CONTACT TELEPHONE NUMBER
PHONE NUMBER
ADDRESS



Accidental Death and Dismemberment (AD&D) insurance policies are supposed to provide a payout in the event of the accidental death of the insured, or a traumatic accidental bodily injury. These policies are commonly purchased by or subsidized by employers on behalf of their employees.

AD&D policies can be very affordable, but that's because they are only designed to cover a death or injury under very specific conditions. This makes it less likely that the insurer will ever have to pay out. The insurer will not pay out for any death or injury caused by an incident that does not fit those conditions. Additionally, even if the incident does seem to fit those conditions, **the insurer has the right to deny the claim under certain circumstances.**

These circumstances are known as "exclusions", and every policy has them listed and explained.

Here are some of the reasons AD&D claims are commonly denied:

Death as a Result of Medical Treatment

Most AD&D policies do not cover a death caused by medical treatment. Insurance companies may state that totally unrelated treatment the insured was receiving contributed to their death and will deny the claim. However, it is often a matter of interpretation as to whether or not this treatment actually played a role in the death.

Inconclusive Death Certificate

If the cause of death on the certificate is listed as "natural" or "unknown", the insurance company will use that as a reason to deny the claim, even if there is evidence that the death should be covered.

Accident Occurred While Committing a Crime

If the insured dies while committing a crime, the insurance company will deny the claim. The “crime” being committed doesn’t need to be a felony, either. Misdemeanors and even some traffic violations can be enough for a denial. However, the burden of proof that a crime was in fact committed and that the deceased was the one committing it is on the insurance company.

Death or Injury Due to Intoxication or Overdose

If the insured dies or is injured as a result of an incident that can be attributed to the intoxication of the insured, the insurance company will deny the claim. The insurance company can even deny the claim if the drugs in question were prescribed to the insured. Here again however, the burden of proof that the insured was in fact intoxicated and that the incident was caused by that intoxication is on the insurance company.

Death or Injury Due to Preexisting Medical Condition

If the insured dies or is injured due to a pre-existing medical condition, the insurance company will use that as a reason to deny the claim. However it must be conclusively proven both that there was indeed a pre-existing condition, and that the condition meaningfully contributed to the death or injury.

Let’s take a hypothetical situation. John is a construction worker building a house when he falls down a flight of stairs and dies from internal injuries. The insurance company then says John’s preexisting liver condition contributed to the injuries he sustained, and they refuse to pay. Simply having an underlying condition doesn’t mean it played a meaningful part in the death.

They Don't Get the Final Word

If your AD&D claim was denied but you think the insurer is mistaken or misrepresenting the facts, you have options. Even if you think they are right, call Morgan & Morgan today for a free case review, and find out if you still have a chance at getting the AD&D policy payout you need.

30

Years

\$7

Billion Recovered

\$0

Upfront Fees

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