

## Pre-existing Conditions in Long-Term Disability (LTD) Cases

*Your LTD claim was denied by the insurance company because of a “pre-existing condition”. What does this mean, and what should you do from here?*

### **What is a Pre-existing condition?**

- Generally, a pre-existing condition is a medical condition which you suffered from before becoming covered under your LTD policy. However, according to the terms and definitions sections of most disability policies, only certain pre-existing conditions will be excluded from coverage – and in fact, most will not.

### **How is “pre-existing condition” defined in your policy?**

- An LTD policy should always define a pre-existing condition. If the definition is not in the policy or does not apply to your situation, the insurance company cannot rely on it to justify denying your benefits.
- If your insurance company denies your benefits because of a pre-existing condition, ask your insurer to show you where in the policy it says that they can deny you on that basis.

### **How do I interpret my pre-existing condition terms of my policy?**

- While each policy has their own definition of a pre-existing condition, there are some common terms that you may find in yours. Some of these terms are that you were treated or medicated for the condition, that you went off work as a result of that condition *within a certain amount of time* after becoming insured under the LTD policy, or that you had that condition during *a specific pre-coverage time period* (in other words, if you only suffered from the condition a long time ago, it likely won't be excluded).

### **What does a pre-existing condition term look like?**

- Here is an example of how a pre-existing term is written:

*No benefits will be paid for a disability arising from a disease or injury for which the person obtained medical care before he became insured.*

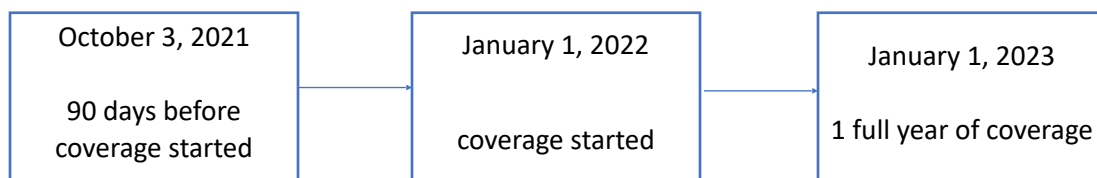
*Medical care is considered to be obtained when he consults a doctor, uses medication on the advice of a doctor, or receives other medical services or supplies.*

*This exclusion does not apply if disability starts after:*

- (a) he has been continuously insured for 1 year; or,*
- (b) he has not had medical care for the disease or injury for a continuous period of 90 days ending on or after the date his insurance took effect.*

- According to this example, a condition is only considered pre-existing if you *obtained medical care* for it before becoming insured under the policy. This example defines “obtained medical care” and the insurer must rely on the definition if they try to deny your benefits based on a pre-existing condition.
- Additionally, for the condition to be excluded from coverage, you had to have gone off work on disability before having been insured under the policy for 1 full year; *and*, you must have received medical care for the condition putting you off of work in the 90 days immediately before you became insured under the policy.

To break this down even more, consider the following dates:



- If you applied at any time in 2022, and ‘obtained medical care’ for the condition between Oct 3, 2021, and Jan 1, 2022, then your insurer may say that you are not entitled to benefits under this example because you had not been continuously insured for 1 full year.

### **Can you fight a denial of benefits due to pre-existing condition?**

- There are absolutely times in which we can fight these types of denials. Even within this particular sample term above, there is a lot of room for interpretation. For example, what if you only consulted a nurse and not a doctor and that nurse did not provide any medical services? What is considered a medical service? These are the types of things that your disability lawyer will look for to help you get the benefits you deserve.

### **What if I'm disabled by multiple different conditions?**

- Sometimes, in fact *oftentimes*, you may have more than one disabling condition. So, what if one of your medical conditions is excluded under your policy because it's considered pre-existing, but the other is not? The insurer may not have the basis to say that you are not eligible for benefits if your one of your conditions is not pre-existing. Remember, if your situation does not fit *exactly* into their pre-existing exclusion term, the insurer should not use it as a basis to deny your benefits.

### **Making sense of pre-existing condition denials**

If you're having trouble interpreting your policy, you're not alone. These types of denials can be difficult to understand, especially without help. If you're denied benefits because of a pre-existing condition exclusion, contact an experienced LTD lawyer as soon as possible.

And remember, if your claim is denied, don't panic. There are many instances in which insurance companies try to deny claims based on pre-existing condition exclusions but were later found to have done so incorrectly. A disability lawyer can often find a way around these types of denials.

As Canada's most positively reviewed disability law firm, we have the experience, tenacity and determination required to provide you with the advice you need, and the compensation you deserve.

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**Post your question and get an answer from one of our disability lawyers at**  
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