The accident benefit answers you need*

We periodically receive questions from our agents about how and when our accident benefits are paid. It’s important to remember that every claim is unique due to the specific details of the covered accident. General answers may not apply to each case.

**THIS INFORMATION IS INTENDED TO ANSWER COMMON QUESTIONS ABOUT BASE ACCIDENT POLICIES. IT DOES NOT ADDRESS DISABILITY BENEFITS, THE SICKNESS DISABILITY RIDER OR STATE-SPECIFIC VARIATIONS.**

**Q: What is an accidental injury?**

**A:** An accidental injury is an injury to your body solely caused by and resulting from a sudden, unexpected and unforeseen event. An accidental injury does not include an injury as a result of bodily or mental infirmity, disease or medical treatment; Washington National's accident policies do not pay benefits for such conditions.

The best way to determine whether an event qualifies as an accidental injury is to ask these questions:

• Was the incident that caused the injury sudden, unexpected and unforeseen?

• Is the injury related to this act?

For an injury to be considered accidental, you must be able to answer “yes” to both questions.

**INJURY EXAMPLE 1**: Tim is moving furniture and strains his back. **Would a claim related to Tim’s back injury be payable? NO.** The act of moving furniture was not sudden, unexpected and unforeseen. Tim intended or planned to move the furniture.

**INJURY EXAMPLE 2**: Sherry is walking across the lawn when she steps in a hole, injuring her ankle. **Would a claim related to Sherry’s ankle injury be payable? YES.** The act of stepping in the hole was sudden, unexpected and unforeseen. The injury was the result of stepping in the hole.

**BODILY INFIRMITY EXAMPLE 1**: While mowing the lawn, Alex gets stung by a bee and has an allergic reaction. **Would claims related to this incident be payable? NO.** Even though the bee sting was sudden, unexpected and unforeseen, an allergic reaction is not considered accidental. Rather, a reaction is the result of weakness in an individual’s body, and not everyone is allergic to bee stings. The same logic applies to bites from other small insects, such as nonpoisonous spiders and mosquitoes.

**BODILY INFIRMITY EXAMPLE 2**: Josh is walking through the woods when he is bitten by a poisonous snake. **Would a claim related to the snake bite be payable? YES.** The bite was sudden, unexpected and unforeseen—and nearly every person would have an adverse reaction to a snake's venom.

**MENTAL INFIRMITY EXAMPLE**: Madge has been depressed, and she attempts to commit suicide. The suicide attempt fails, but Madge is left with an injury. **Would a claim related to this act be payable? NO.** Attempting to commit suicide is the result of a mental condition and is premeditated (i.e., not sudden, unexpected and unforeseen). Injuries related to mental infirmity and attempted suicide are excluded from coverage, as stated in the policy.

**DISEASE EXAMPLE**: Sharon eats dinner at her favorite restaurant. Later that evening, she feels nauseous and has abdominal pain, dizziness and vomiting. At the emergency room, Sharon is diagnosed with food poisoning. **Would this claim be payable? NO.** An injury did not occur, and the act of eating dinner is not sudden, unexpected and unforeseen. Accident policies are not designed to cover situations where a person contracts an illness after coming into contact with or ingesting bacteria (e.g., eating tainted food, being sneezed or coughed on, etc.).

*This information applies to ACCIDENT@SHIRE®, Accident Secure® PLUS, Accident Secure® and CompCare. Not all benefits are available for each product. Refer to the product’s agent guide for benefit details.

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MEDICAL TREATMENT EXAMPLE: Karen is hiking in the mountains when she has an asthma attack. Ultimately, she is taken to the emergency room for treatment. **Would this claim be payable? NO.** An asthma attack does not fit the definition of an accident, and medical treatment is excluded from coverage as stated in the policy.

Q: Do other carriers pay claims related to allergic reactions?
A: Our research shows that many competitors have the same policy language which excludes “bodily infirmity.” In fact, one major competitor includes the following language in its policy's limitations and exclusions section: “[We] will not pay benefits for treatment or loss due to sickness, including any bacterial, viral or microorganism infection or infestation or any condition resulting from insect, arachnid or other arthropod bites or stings.”

Q: Do other carriers define accidental injury in the same way?
A: Our research shows our key competitors have equal or substantially equal policy language for their accident policies.

**Washington National definitions:**
**Accident:** A sudden, unexpected and unforeseen event.
**Accidental injury:** Bodily injuries solely caused by and resulting from an accident. An accidental injury does not include injury as a direct or indirect result of bodily or mental infirmity or disease in any form or medical treatment of any kind.

**Competitor 1:**
**Injury:** A bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity or any other cause....

Competitor 1 does NOT pay benefits for treatment or loss due to sickness, including bacterial, viral or microorganism infection or infestation of any conditions resulting from insect, arachnid or other arthropod bites or stings.

**Competitor 2:**
**Accident:** An unintended or unforeseen bodily injury sustained by a covered person, wholly independent of disease, bodily infirmity, illness, infection or any other abnormal physical condition.
**Injury:** A wound to a covered person's body that is caused solely by or is the result of a covered accident.

**Competitor 3:**
**Accident:** An accidental bodily injury which 1) is sustained by the insured independent of disease or bodily infirmity; and 2) occurs while the rider is in force.
**Injury for disability benefits:** Bodily injury caused by an accident occurring while you are insured under the policy and results directly and independently of all other causes in loss covered by the policy.

**Competitor 4:**
**Accident:** A sudden, unexpected and unintended event which results in accidental bodily injury which is the direct cause of the loss independent of disease or bodily infirmity or any other cause.
**Injury:** Accidental bodily injury which is the direct cause of loss, independent of disease or bodily infirmity or any other cause.

**Competitor 5:**
**Accident:** A sudden unforeseen and unexpected event which occurs without the covered person's intent which results in an injury to the covered person and for which benefits are payable.
**Injury:** A bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity or any other cause....

Q: What's the definition of a pre-existing condition? How does it affect claims?
A: The policy definition of “pre-existing condition” is having any injury or condition not otherwise excluded by name or specific description which was diagnosed by or for which a physician was consulted within 12 months prior to the date a person becomes insured under the policy. Benefits are not paid for losses related to an injury or condition that occurs during the first 12 months a person is insured under the policy.

This means if a person visits a physician for a consultation or diagnosis due to an accident or condition that normally would be covered under the policy, and this doctor visit occurs at any time within the 12 months **before** the policy effective date, no benefits for the accident or condition are payable under our accident policies. If the person remains treatment-free for 12 months **after** the policy's effective date and has a recurrence of the same injury or condition, benefits are payable for the recurrence.
Q: **How does the Physician’s Office Additional Benefit rider work?**
A: If an insured goes to a physician’s office to seek treatment for a covered accident, this rider pays in one of two ways. First, if only the physician’s office benefit is payable under the base policy, this rider pays the insured an additional $200. Second, if benefits other than the physician’s office benefit are payable under the base policy, this rider pays the insured an additional $50. A physician’s office is not limited to the insured’s primary care physician, but also can include an emergency trip to the dentist office or urgent care, immediate care or other similar facility. Emergency dental care is covered when it results from a covered accident and work is done on the insured’s natural teeth. This rider’s benefit helps insureds pay for x-rays and other in-office procedures not normally covered by the base policy.

Q: **Is a back injury, torn rotator cuff or torn meniscus covered?**
A: Conditions like these generally are referred to as “soft-tissue injuries.” Whenever we receive a claim for a soft-tissue injury, we first verify with the policyholder’s doctor whether a pre-existing injury exists. If the injury is not pre-existing and is determined to be the result of a covered accident that occurred after the policy effective date, benefits are payable.

**EXAMPLE 1:** John runs after a basketball, trips, falls and injures his knee. He visits his physician and is diagnosed with a torn meniscus. During our review of his medical records, we determine that this is John’s first incidence of this injury/condition. Because the injury is not pre-existing, the act of tripping and falling was sudden, unexpected and unforeseen and the torn meniscus is the result of the fall. We therefore, will pay benefits according to the base accident policy.

**EXAMPLE 2:** Carol is at home when she falls down the stairs and injures her back. She’s had back injuries in the past from playing sports. During our review of her medical records, we determine that Carol’s physician treated her for a back injury six months before she purchased her policy. In this case, the back injury is considered a pre-existing condition and benefits are not available for the present injury. If Carol reinjures her back after her accident policy has been in force for 12 months, benefits are then payable.

Q: **Are joint dislocations covered?**
A: A benefit is payable for the first complete joint dislocation. A 50% increase in the benefit amount applies when surgery is required to relocate the joint. For partial dislocations, the benefit is 25% of the regular benefit amount. Benefits are not available if a joint was dislocated before the policy effective date and is dislocated again.

Q: **When are medical records required for a claim?**
**How long does it take to get them?**
A: Medical records may be necessary for injury claims when a pre-existing injury or bodily infirmity is highly likely. For example, medical records are required when a claim involves a ruptured disc, back injury or soft-tissue injury, regardless of how the injury occurred. If the injury occurs within the first 12 months of coverage, we will request medical records dating back to the 12 months preceding the effective date for claims on the base accident policy, and dating back five years for disability benefit claims.

The exact time frame depends on the thoroughness of the information provided, whether records are required from multiple physicians and how quickly physicians respond to our records request. The claim is pended until medical records are received. It can take several weeks for our claims department to receive medical records. Agents can support an efficient claim process by working with the policyholder to make sure the physician provides reports quickly.

Q: **How are chiropractic visits paid?**
A: Chiropractic visits are paid under the physician’s office visit benefit. This benefit is limited to two visits per accident per insured.

Q: **Are visits to an urgent care or immediate care facility covered by the emergency room benefit?**
A: No. For the emergency room benefit to be paid, the insured must visit a hospital emergency room within 72 hours after a covered accident. Keep in mind that the Physician’s Office Additional Benefit rider—available with ACCIDENTASSURE and Accident Secure PLUS—does offer additional coverage for urgent or immediate care. Because many accidents don’t require emergency room care, this rider pays a benefit when a covered accident is treated at a facility other than an emergency room.

Covered facilities can include emergency dentist offices, physician’s offices and urgent care, immediate care or other similar facilities.

Q: **What items are considered medical appliances?**
**How is this benefit paid?**
A: Wheelchairs, walkers, crutches, leg braces and back braces are considered medical appliances. The benefit is payable once per covered accident per insured. A receipt for the medical item must be submitted with the claim form for this benefit to be paid.

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Q: What is the advantage of purchasing the Waiver of Premium rider?
A: The Waiver of Premium rider covers policy premiums and keeps the policy from lapsing whenever an insured is unable to work due to a covered disability and is collecting benefits under an ACCIDENTassure policy. The insured’s premiums are waived beginning the first day of the month in which the disability is diagnosed, continuing until the first day of the month after the disability period ends. Premiums can be waived for up to 12 months.”

Q: Can the Waiver of Premium rider be added to an existing policy?
A: No. The Waiver of Premium rider is available only with the ACCIDENTassure product. It cannot be added to any other accident products.

Q: Can a policyholder cancel an existing policy and purchase ACCIDENTassure to add the Waiver of Premium rider?
A: This action is not recommended. Existing policies cannot be converted to ACCIDENTassure, and cancelling an older policy to purchase ACCIDENTassure would subject the insured to any waiting periods, pre-existing condition periods and increased rates for the disability benefits and/or the Sickness Disability rider. If the previous policy had a Return of Premium or Cash Value rider, paid premiums also could be forfeited.

Q: How can my clients get claims paid?
A: Washington National’s accident claim form requests detailed information about an injury-causing event and the physical injury itself. Please have the medical facility complete the physician’s statement section and include all possible documentation of the medical services, including the explanation of benefits (EOB), medical bills, etc. You can help expedite the claims process by completing the entire form and providing as much information as possible.

Have more questions about our accident products? Call our sales development team at (888) 266-6002 for answers today!