FICTIONAL SAMPLE · DRAFTED BY FREE DEMAND WRITER FROM A MADE-UP CASE FILE · NOT LEGAL ADVICE

PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Check Nebraska's required form and notice period before sending.
- Appeal timing and procedure: the denial says the appeal "must be received by May 26, 2026" [ltd_termination_letter.pdf p.1], and the firm notes say the same. The letter does not state this date. Confirm it against the plan's claims procedure, and confirm the delivery method and proof of receipt. The three [VERIFY] items in "Required procedure" (plan deadline/form, exhaustion/final appeal, Nebraska rule) are all open.
- No appeals address or contact name is in the sources. The denial gives only the Disability Claims Center, PO Box 7720, Elm Hollow, Nebraska. Confirm where appeals must be sent.
- Only the last four digits of the claim number are in the record ("ending 4471"). Add the full number if the plan requires it. The date disability began is also not in the sources.
- The MRI (December 3, 2025), EMG (December 17, 2025), January 8, 2026 exam and January 14, 2026 physician statement all post-date Dr. Fisk's November 10, 2025 review and the November 26, 2025 denial. The draft presents them as new evidence on appeal. The underlying MRI/EMG reports and office notes are not in the files, so attach them.
- The statement that Dr. Sorensen requested a functional capacity evaluation in October 2025 and the carrier did not authorize it comes only from her statement. Check it against the claim file.
- The plan defines Regular Occupation by the national economy, "instead of how the work tasks are performed for a specific employer." The employer job description is therefore not controlling. The draft uses it as supporting evidence only. The employer title (CNC Machinist II) differs from the consultant's (CNC Machine Operator). Add any vocational evidence on the national-economy demands.
- The July 3, 2025 approval letter is not in the files. The statement that the Own Occupation Period runs past December 31, 2026 comes from the certificate excerpt.
- The denial says the benefit "will end on November 30, 2025." Confirm the reinstatement start date. No arrears figure was calculated, and the demand amount is a placeholder.
- Confirm the response deadline, the demand amount and the list of enclosures.

Lindqvist & Marr P.C.
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

[ADD: recipient name]
Disability Claims Appeals Unit
Northfield Mutual Assurance Company
[ADD: appeals street address]
[ADD: city, state ZIP]

Re: First-Level Appeal of Termination of Long-Term Disability Benefits. Claimant: Gregory Haldane. Plan: Brightwater Tool & Die Group Long Term Disability Plan. Claim number ending 4471 [ADD: full claim number]. Denial dated November 26, 2025. Date disability began: [ADD: date disability began]

Dear [ADD: recipient name]:

Introduction

We represent Gregory Haldane, a participant in the Brightwater Tool & Die Group Long Term Disability Plan (the "Plan"), regarding Northfield Mutual Assurance Company's November 26, 2025 decision to end his long-term disability benefit effective November 30, 2025 [ltd_termination_letter.pdf p.1]. This is Mr. Haldane's first-level appeal of that decision [firm notes]. He asks that the termination be reversed and his benefits reinstated back to the date they stopped. We submit this appeal within the period stated in your November 26, 2025 letter [ltd_termination_letter.pdf p.1]. With it we submit the attending physician statement and job description [physician_statement_and_job_description.pdf p.1] and [ADD: other enclosures, e.g., MRI report, EMG report, office notes].

Required procedure

[VERIFY: the plan's appeal deadline, required form and content, and delivery method]

[VERIFY: exhaustion requirement and whether this is the final appeal]

[VERIFY: Nebraska rule on required form, content, notice period and delivery method, if state law applies to this plan]

This appeal is brought under the Plan's claims procedure and the Employee Retirement Income Security Act (ERISA). Your letter states that Mr. Haldane may submit written comments, documents and other information, and that he may request free copies of all documents relevant to his claim [ltd_termination_letter.pdf p.1]. We ask that everything submitted with this letter be made part of the administrative record.

The plan and the claim

The Plan's Group Long Term Disability Certificate was issued by Northfield Mutual Assurance Company to the policyholder, Brightwater Tool & Die Group, effective January 1, 2025. Mr.

Haldane's coverage was effective January 1, 2025 [plan_certificate_excerpt.pdf p.1]. The Plan defines the terms at issue as follows [plan_certificate_excerpt.pdf p.1]:

- "Disability or Disabled means that during the Own Occupation Period you are unable, due to Injury or Sickness, to perform the material and substantial duties of your Regular Occupation."
- "Regular Occupation means the occupation you are routinely performing when your Disability begins. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer."
- "Material and substantial duties means duties that are normally required for the performance of your Regular Occupation and cannot be reasonably omitted or modified."
- "Proof of continued Disability may include physician statements, office notes and the results of any functional testing. We may require an examination by a physician of our choice at our expense."

According to the certificate excerpt, the approval letter dated July 3, 2025 states that the Own Occupation Period for this claim "runs past December 31, 2026" [plan_certificate_excerpt.pdf p.1]. The Own Occupation Period was therefore still running when benefits were terminated.

Date	Event	Source
January 1, 2025	Plan policy effective; Mr. Haldane's coverage effective	plan_certificate_excerpt.pdf p.1
March 28, 2025	Mr. Haldane's last day worked	physician_statement_and_job_description.pdf p.1
April 2, 2025	Posterior lumbar decompression and fusion	physician_statement_and_job_description.pdf p.1
June 26, 2025	Long-term disability benefits approved, effective this date	ltd_termination_letter.pdf p.1
July 3, 2025	Date of approval letter	plan_certificate_excerpt.pdf p.1
October 2025	Functional capacity evaluation requested by Dr. Sorensen; not authorized by the carrier (per Dr. Sorensen)	physician_statement_and_job_description.pdf p.1
November 10, 2025	File review by Dr. Leonard Fisk	ltd_termination_letter.pdf p.1
November 26, 2025	Termination letter issued	ltd_termination_letter.pdf p.1
November 30, 2025	Date the monthly benefit of $3,276.00 was to end	ltd_termination_letter.pdf p.1
December 3, 2025	MRI: adjacent level degeneration at L3-L4 with moderate foraminal narrowing	physician_statement_and_job_description.pdf p.1
December 17, 2025	EMG: chronic left L5 radiculopathy	physician_statement_and_job_description.pdf p.1

Date	Event	Source
January 8, 2026	Exam by Dr. Sorensen	physician_statement_and_job_description.pdf p.1
January 14, 2026	Attending physician statement signed	physician_statement_and_job_description.pdf p.1

The denial

Your letter confirms that Northfield approved the claim effective June 26, 2025 and states that the monthly benefit of $3,276.00 "will end on November 30, 2025" [ltd_termination_letter.pdf p.1]. It gives the following reasons [ltd_termination_letter.pdf p.1]:

- Dr. Leonard Fisk, an independent physician consultant board certified in internal medicine, conducted a file review dated November 10, 2025. He concluded that the records show "no objective findings to preclude light to medium exertional work" and that Mr. Haldane can stand and walk "frequently."
- Northfield's vocational consultant classified Mr. Haldane's Regular Occupation as "CNC Machine Operator, medium exertion, as performed in the national economy," and concluded he can perform it.
- "The records from Dr. Anika Sorensen do not include functional testing."

On that basis Northfield found that Mr. Haldane "no longer meet[s] the definition of Disability" [ltd_termination_letter.pdf p.1]. The letter does not identify any improvement in Mr. Haldane's condition since the claim was approved.

Why the denial is wrong

1. "No objective findings." Mr. Haldane's treating orthopedic spine surgeon, Dr. Anika Sorensen, diagnoses lumbar spinal stenosis at L4-L5 with left leg radiculopathy. She performed a posterior lumbar decompression and fusion on April 2, 2025 [physician_statement_and_job_description.pdf p.1]. Her January 14, 2026 statement documents objective findings [physician_statement_and_job_description.pdf p.1]:

- an MRI of December 3, 2025 showing adjacent level degeneration at L3-L4 with moderate foraminal narrowing;
- an EMG of December 17, 2025 showing chronic left L5 radiculopathy; and
- on examination January 8, 2026, a positive straight leg raise on the left, reduced left ankle reflex and antalgic gait.

These findings are submitted as new evidence on appeal. They post-date Dr. Fisk's November 10, 2025 review, which therefore could not have considered them. They are inconsistent with the conclusion that there are "no objective findings."

2. Standing and walking. Dr. Fisk concluded that Mr. Haldane can stand and walk "frequently" [ltd_termination_letter.pdf p.1]. Dr. Sorensen, who treats him, restricts standing and walking to

"only occasionally (no more than one third of a workday), with frequent changes of position." She also restricts him to no lifting over 15 pounds and no repetitive bending or twisting. She expects these restrictions to be permanent, subject to reassessment at the next visit [physician_statement_and_job_description.pdf p.1]. She states that "Mr. Haldane has not been able to tolerate standing work since surgery" [physician_statement_and_job_description.pdf p.1]. Your letter describes Dr. Fisk's opinion as a file review [ltd_termination_letter.pdf p.1] and does not state that Northfield examined Mr. Haldane or exercised its right to require an examination by a physician of its choice [plan_certificate_excerpt.pdf p.1]. We ask that the treating surgeon's documented restrictions be given proper weight.

3. "No functional testing." The Plan says proof of continued Disability "may include" functional testing [plan_certificate_excerpt.pdf p.1]. It does not make functional testing a condition of eligibility. Dr. Sorensen also states that "[a] functional capacity evaluation was requested in October 2025 and was not authorized by the carrier" [physician_statement_and_job_description.pdf p.1]. If so, the absence of functional testing in her records results from Northfield's own decision. It is not a failure of proof by Mr. Haldane. We ask Northfield to produce its records of that request and of its decision.

4. Regular Occupation and material and substantial duties. The Plan evaluates the Regular Occupation as normally performed in the national economy [plan_certificate_excerpt.pdf p.1]. We recognize that standard. Even so, the denial does not set out the standing, walking, lifting and bending demands of the occupation it selected beyond the label "medium exertion" [ltd_termination_letter.pdf p.1]. Its occupation title (CNC Machine Operator) also differs from the title of the job Mr. Haldane held, CNC Machinist II [physician_statement_and_job_description.pdf p.1]. Brightwater's job description for that position requires standing and walking for the full shift, lifting and carrying parts and fixtures up to 50 pounds, and frequent bending to load and unload machines [physician_statement_and_job_description.pdf p.1]. Mr. Haldane's last day worked was March 28, 2025 [physician_statement_and_job_description.pdf p.1]. Those demands cannot be reconciled with Dr. Sorensen's restrictions. [ADD: vocational evidence on the national-economy demands of the occupation, if any] We ask Northfield to produce the vocational report and the sources it used, so that the restrictions can be measured against the duties that "cannot be reasonably omitted or modified" [plan_certificate_excerpt.pdf p.1].

Documents requested

Your letter states that Mr. Haldane may request free copies of all documents relevant to his claim [ltd_termination_letter.pdf p.1]. We request, at no charge:

- the complete claim file, including all claim notes, correspondence and medical records received;
- the Plan documents, the Group Long Term Disability Certificate, the policy, and the summary plan description, including the July 3, 2025 approval letter;
- the November 10, 2025 report of Dr. Leonard Fisk and all communications with him, including the materials provided to him;

- the vocational consultant's report, the sources used and all communications with that consultant;
- all records of Dr. Sorensen's October 2025 request for a functional capacity evaluation and Northfield's response; and
- any internal guidelines, protocols or criteria relied on in deciding to terminate benefits.

We also ask for an opportunity to review and respond to any new or additional reviewer report before a decision on this appeal is made.

Demand

On behalf of Mr. Haldane, we demand that Northfield Mutual Assurance Company:

- reverse the November 26, 2025 termination decision;
- pay all benefits due under the Plan from the date benefits stopped, [ADD: reinstatement start date; the denial states the benefit "will end on November 30, 2025"], in the amount of [ADD: demand amount];
- reinstate Mr. Haldane's ongoing monthly benefit; and
- notify us of its decision in writing by [ADD: response deadline].

Mr. Haldane reserves all rights and remedies under the Plan and ERISA, including the right to seek court review of the final decision. Nothing in this letter waives any right, claim or argument, and we reserve the right to supplement this appeal.

Sincerely,

Erik J. Lindqvist
Lindqvist & Marr P.C.