

(Agency Name Redacted)  
(Address Redacted)  
(City, State, Zip Redacted)  
(Phone Number Redacted)

RE: Medical Record No.: (Number Redacted)  
CSN: (Number Redacted)  
Patient: (Name Redacted)  
Treatment Date(s): 05/26/25  
Diagnosis: Flank Pain  
Claim Date Received: 07/14/25

To whom this may concern:

Date: Sept. 5, 2025

Dear CTH Medical Records Appeals Department,

(Name Redacted) is writing to formally appeal the denial of benefits under the above-referenced claim concerning treatment received by the insured, (Name Redacted). (Agency Name Redacted) response dated July 21, 2025, stated that the condition “flank pain” does not meet the policy’s definition of an injury caused by an accident. The diagnosis was not “flank pain” as that was simply the presenting symptom given at triage during the first visit to the emergency room on May 26<sup>th</sup>, 2025. Upon having continued severe pain in the flank, that also, as noted in the medical information, radiated towards the front of the abdomen from the middle of the back. It was determined that the cause for the complaint of “flank pain” was in fact a disc herniation that was now present at T12-L1. This is a direct result of riding on a roller coaster at 6 Flags, a week earlier. The pain had progressed, during that week, until it was no longer bearable and (Name Redacted) was forced to make the trip to the emergency room on May 26<sup>th</sup>, 2025. The pain and injury that was caused by the riding on a rollercoaster on Friday May 16<sup>th</sup>, 2025, which was her birthday, was not immediately apparent until the following Friday am May 23<sup>th</sup>, 2025, 1 week after the visit to 6 Flags. It became acutely unbearable on the 26<sup>th</sup> of May, 2025, which is why (Name Redacted) sought treatment at CTH ER. This roller coaster ride was made known to all doctors, PA-C’s and nurses when performing their initial assessments.

(Name Redacted) respectfully requests reconsideration based on the following:

- **Nature of the Incident:** The symptoms began as a direct result of a sudden, unexpected physical injury while riding a roller coaster at 6 Flags. This meets the criteria of an accidental event under most standard definitions of injury including your very own definition listed in the policy numbered P1D111Z0. If further medical documentation is needed to clarify the origin of the pain as resulting from an accident, (Name Redacted) is comfortable to provide that.
- **Policy Coverage Intent:** The policy covers injuries resulting from accidents, and the incident leading to treatment was indeed accidental and not due to a pre-existing or gradually-developing condition. A disk herniation this severe and one which now requires surgery, in this case, was acute and directly linked to a specific event, not a medical illness or chronic issue.
- **Supporting Documentation:** Already provided prior to this appeal were additional records, including physician notes and treatment summaries, which provide medical clarity regarding the nature of the injury and its accidental origin.

(Name Redacted) does appreciate your attention to this appeal and your willingness to reconsider the claim. Please don’t hesitate to contact (Name Redacted) should you require any further information or clarification. (Name Redacted) trusts that (Agency Name Redacted) will honor the principles of coverage and take all supporting evidence into account when reevaluating the claim.

Sincerely,

**(Name Redacted)**  
**(Address Redacted)**  
**(City, State, Zip Redacted)**  
**(Phone Number Redacted)**  
**(Email Redacted)**

P.S. The specific policy portions of your policy **(Name Redacted)** is referencing, listed below, are copied directly from the policy listed above, for your benefit. Each would apply in this case, except for the information of Page 3 Limitations and Exclusions.

**INJURY:** a bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity, or any other cause.

All indications listed in Part 3 Limitations and Exclusions, as being a reason(s) for denial, are not applicable to the injury sustained or this claim.

**HOSPITAL BENEFITS:**

**INITIAL ACCIDENT HOSPITALIZATION BENEFIT:** **(Agency Name Redacted)** will pay \$1,500 when a Covered Person is admitted for a Hospital Confinement of at least 18 hours for treatment of Injuries sustained in a covered accident or **(Agency Name Redacted)** will pay \$2,500 if a Covered Person is admitted directly to an Intensive Care Unit of a Hospital for treatment for Injuries sustained in a covered accident. This benefit is payable only once per Period of Hospital Confinement (including Intensive Care Unit confinement) and only once per Calendar Year, per Covered Person. Hospital Confinements must start within 30 days of the accident.

**ACCIDENT HOSPITAL CONFINEMENT BENEFIT:** **(Agency Name Redacted)** will pay \$300 per day when a Covered Person is admitted for a Hospital Confinement of at least 18 hours for treatment of Injuries sustained in a covered accident. **(Agency Name Redacted)** will pay this benefit up to 365 days per covered accident, per Covered Person. Hospital Confinements must start within 30 days of the accident.

**MAJOR DIAGNOSTIC AND IMAGING EXAMS BENEFIT:** **(Agency Name Redacted)** will pay \$250 when a Covered Person requires one of the following exams for Injuries sustained in a covered accident and a charge is incurred: computerized tomography (CT scan), computerized axial tomography (CAT), magnetic resonance imaging (MRI), or electroencephalography (EEG). These exams must be performed in a Hospital, Medical Diagnostic Imaging Center, a Physician's office, or an Ambulatory Surgical Center. This benefit is limited to one payment per Calendar Year, per Covered Person. No lifetime maximum.

**AFTER CARE SERVICES:**

**ACCIDENT FOLLOW-UP TREATMENT BENEFIT:** **(Agency Name Redacted)** will pay \$40 per day when a Covered Person receives treatment for Injuries sustained in a covered accident and later requires additional treatment over and above treatment administered in the first 72 hours following the accident. **(Agency Name Redacted)** will pay for one treatment per day for up to a maximum of six treatments per covered accident, per Covered Person. The treatment must begin within 30 days of the covered accident or discharge from the Hospital. Treatments must be received under the care of a Physician. This benefit is payable for acupuncture when furnished by a licensed certified acupuncturist.

**Surgical Procedures:**

Treatment must be performed within one year of a covered accident. Two or more surgical procedures performed through the same incision will be considered one operation, and benefits will be paid based upon the most expensive procedure.

Arthroscopy without surgical repair \$300  
Open abdominal (including exploratory laparotomy) \$1,500  
Cranial \$1,500  
Hernia \$250  
Open thoracic surgery (excluding chest tube insertions) \$1,500  
Repair of: Tendons and/or ligaments \$725  
Torn rotator cuffs \$725  
**Ruptured discs \$725**  
Torn knee cartilages \$725

**Miscellaneous Surgical Procedures:**

Miscellaneous surgery that is not covered by any other specific-sum Injury benefit (Only one miscellaneous surgery benefit is payable per 24-hour period even though more than one surgical procedure may be performed.)

**Miscellaneous surgery with general anesthesia \$350**

**Other miscellaneous surgery with conscious sedation \$140**

**Pain Management (non-surgical):**

**Epidural \$100**

This benefit is payable when a Covered Person is prescribed, receives, and incurs a charge for an epidural administered into the spine for pain management in a Hospital or a Physician's office for Injuries sustained in a covered accident. This benefit is not payable for an epidural administered during a surgical procedure. This benefit is payable no more than twice per covered accident, per Covered Person.