

INTERNATIONAL CLAIMS



A client's employee, a Serbian national, sustained both a physical and psychological injury while working in Iraq. The employee was transported home to Serbia. The carrier made certain, tentative attempts to investigate and make contact with the employee, attempting to confirm compensability. With the investigation dragging, AHT insisted that the carrier become more proactive and hire an investigator to visit the employee in Serbia and make contact with the employee's supervisor in Iraq to confirm the injuries. The carrier agreed. Medical reports were in Serbian and the carrier expressed an inability to translate them. AHT organized a conference call with the client and the employee at which time it was agreed that the employee herself would translate the records and send them to the carrier. The carrier was then able to review the medical records. Needing better records to confirm disability, AHT persuaded the carrier to have their investigator contact the employee and have her request an essential disability statement directly from the doctor. We also encouraged the employee to contact the U.S. Dept. of Labor for assistance if her claim was not paid. We spoke with the Dept. of Labor to determine the process for appealing a possible denial and passed that information on to the employee. Despite the carrier's continued refusal to accept the claim, AHT's repeated contact with the carrier, and our insistence that they either complete their overdue investigation or accept the claim, eventually resulted in the carrier accepting the claim and paying all bills.



A client had hundreds of employees in both Iraq and Afghanistan, many of whom were sustaining injuries. Many had to be medically evacuated. AHT set up a triage system and manned the phone lines 24/7 to help facilitate the evacuations. AHT assisted in developing a complex procedure for facilitating evacuations which included contact with, and decisions made by, adjusters, the client, doctors, hospitals, evacuation services vendor, and families. Occasionally, in the middle of the night, an AHT representative would receive a call and a request to begin facilitating an evacuation and the process would be put in motion. As contact was made among the various parties and decisions were made regarding how to proceed, consistent monitoring of the "evac" status by AHT helped ensure a successful outcome.

DOMESTIC CLAIMS



A client's employee sustained an injury while loading a pallet. The employee had stated to the adjuster that he felt pain in his back while "straightening up." The carrier denied the claim based on the "bending and straightening" rule which states that if you are simply bending and then straightening up and sustain an injury, the claim is not compensable. The client questioned the denial. AHT researched this rule and found that there are exceptions to this rule if there are extenuating circumstances. We asked the adjuster if they had considered the fact that this claimant was not simply bending and straightening but he had just placed a load onto a pallet and THEN straightened up. The adjuster consulted with counsel and finally reversed their denial, agreeing that the "bending and straightening" rule did not apply. The injury has become serious but is being rightfully paid.



A client sustained an extremely serious fire to one of their buildings. The AHT Claim Director was at the scene of the fire before the fire was extinguished and prior to the carrier's adjuster arriving. The building was historical in nature and required authentic replacement/ repair. AHT became heavily involved in the negotiations between insured and carrier as to appropriate repairs. County code required upgrades to fire protection and other building features and the Claim Director became very involved in ensuring all upgrades were covered under the policy. Both the AHT Claim Director and Producer attended board meetings to assist and educate the board as to how the insurance was to operate vis-à-vis the loss. The Claim Director was in constant touch with the adjuster each step of the way to be able to assist the insured in understanding the claim process and also to accelerate the resolution of the claim.



A client sponsors a horse race. A volunteer judge on the course was run over by a runaway horse. The General Liability carrier denied coverage citing an exclusion for "participants." Later, a lawsuit was filed by the injured judge against the client organization and the client began defending the suit. The carrier then rescinded their denial of coverage but denied payment of the legal bills claiming the bills were incurred and paid without the carrier's consent. AHT recognized that the law does not require an organization to seek consent to incur expenses once a carrier has denied coverage. AHT insisted that the bills be covered and payments reimbursed to the client. The carrier agreed and reimbursement was made.



A client sponsored an event at a college. The college, by contract with the client, required the client to have the college named as an additional insured on the client's policy. An injury occurred at the college to a client volunteer, due to the negligence solely of the college. The college had not been added to the client's policy and the college sued the client for breach of contract. AHT recognized that the Additional Insured (AI) endorsement would have only provided coverage to the college for injury caused by the client, not for injury caused by the college. AHT successfully argued that had the college been added as an AI, it would have provided the college no benefit, thus the college was not harmed by the client not having the college endorsed on the policy.



During Hurricane Sandy, a client's operations were shut down for several days and revenue was lost in the high six figures. A prior broker was on the account at the time. The carrier that had the package policy issued a letter to the client essentially denying coverage. The following year, AHT became the broker and reviewed the carrier's letter. Reviewing the facts of the case and the policy itself, it became clear that, in fact, coverage for the loss of revenue existed depending on the circumstances of the revenue loss. AHT argued successfully with the carrier that potential coverage existed and then assisted the client with understanding how the coverage could, or would, apply depending how the revenue loss came about. The client proceeded to investigate the specifics of the revenue loss and make their claim with the carrier.