Caution: Endoscopy Can Be Hazardous to Your Health

BY STEVE FRANZEL AND CHRISTINA FRANGOU

CHICAGO—It started out as an occasional twinge of pain when he was doing an endoscopy.

Over the following months, Gary C. Vitale, MD, professor of surgery, University of Louisville, Kentucky, felt it again and again. Eventually, it grew to a crippling ache that started at his fingers extended down his forearm. Trying to keep up a busy 1,000 endoscopies-a-year practice, Dr. Vitale hurt just holding and manipulating the endoscope. He often had to stop and stretch his arm during a procedure. So Dr. Vitale went to see a specialist, who diagnosed tendinitis and advised him to take time off work. “I had to stop working entirely for two to three weeks to let the tendons recover. Even then, it took two to four months before it was better and I was back to my usual pace,” said Dr. Vitale.

General surgeons may not face the harsh conditions and occupational hazards of, say, a North Atlantic sword boat crew or firefighters who snuff out oilfield blazes, but the profession comes with its own set of hazards, some of which can cause serious injuries, pain and disability—enough to force changes in, or even terminate, careers.

Work-Related Injuries

The risks to clinicians who perform endoscopy are rarely discussed formally at professional meetings, but the subject of aches and pains often comes up whenever clinicians gather in a room, noted Ray Keate, MD, a gastroenterologist with Richmond Gastroenterology Associates in Virginia, and former chair of the Division of Gastroenterology and Hepatology at the Mayo Clinic in Scottsdale, Ariz.

“We are at risk for numerous physical injuries and musculoskeletal problems associated with factors such as repetitive motion and long hours standing with poor posture,” he said. He also emphasized the connection between psychological stress and physical injury. “Endoscopists are under a lot of pressure to perform procedures. The volume pressure is very real, and it can lead to injuries.” During a symposium at the 2005 Digestive Disease Week meeting, Dr. Keate and several colleagues addressed on-the-job perils of using endoscopy.

In a survey completed by approximately 300 endoscopists, 27% reported injuries could change the indications for bariatric procedures than heavier people, the results indicate.
This article provides an overview of the definitions of disability commonly found in individual disability policies and how they might differ when a claim for benefits is presented to the insurance company.

**Own Occupation**

“Own occupation” is the most liberal definition of total disability. This policy pays benefits if you are disabled and unable to perform the substantial and material duties of your regular occupation. Benefits are contingent upon your ability to perform surgery. If you were unable to operate due to an accident or sickness, you would be entitled to receive full disability benefits. Even if you subsequently decided to work in another occupation or medical specialty, earning the same or more than you did as a surgeon, your benefits would not be affected.

Although difficult to find, particularly for surgeons, having this clause is advantageous. In fact, as of this writing, only one company still allows surgeons to purchase a policy with this definition for the entire benefit period (to the age of 65 or older). In addition, that same company is in the process of introducing a new policy series that includes significant rate increases for surgeons and other medical professionals who perform invasive procedures.

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**Transitional Your Occupation**

Only one company’s policy contains the “transitional your occupation” definition of disability. This policy pays benefits if you are disabled and “are prevented from performing the material and substantial duties of your regular occupation but gainfully employed in another occupation.”

It is important to note that the monthly benefits under this type of policy could be reduced if your earnings from the occupation you are engaged in, plus any other disability benefits you receive, plus the benefits you receive under this company’s policy exceed your prior earnings—that is, you cannot earn more than you did before you were disabled between your disability benefits and income from a new job. For example, if you earn $300,000 as a general surgeon and purchase a policy with a monthly benefit of $10,000 ($120,000 annually) that includes the transitional your occupation definition of disability, you could not earn more than $180,000 from another occupation without causing your disability benefits to be reduced. This is because your postdisability income would then exceed your predisability income.

Additionally, any increases in your policy’s benefits due to a Cost Of Living Adjustment rider that was purchased would further reduce the amount that you could earn in another occupation. The agents and brokers selling this policy, and/or the physician who ultimately purchases it, often do not understand this.

**Modified Own Occupation**

This type of disability policy is currently the most prevalent in the industry.
and typically pays benefits if you are "unable to perform the substantial and material duties of your occupation and you are not working." Although benefits are still contingent upon your ability to perform surgery, your benefits would be proportionally reduced depending on the income you earn in another occupation, unless you experience a loss of 75% or more compared to your predisability income.

For example, if you earn $300,000 as a general surgeon and purchase a policy with a monthly benefit of $10,000, which includes a modified own occupation definition of disability, you could not earn more than $75,000 (25% of your predisability income) without having your benefits reduced or eliminated entirely.

**Hybrid Definitions**

Many policies offered to physicians today might incorporate an own occupation with a modified own occupation definition. Here, the policy would contain an own occupation definition for a limited time period (typically, two or five years), and then convert to the more restrictive modified occupation definition above.

A policy with a hybrid definition might read like this: "Until we have paid benefits for five years in the same claim, total disability means that, because of sickness or injury, you are not able to perform the material and substantial duties of your occupation. After that in the same claim, total disability means that, because of sickness or injury, you are not able to perform the material and substantial duties of your occupation and you are not at work in any occupation."

Although this might not be as liberal as a policy with an own occupation definition for the entire benefit period, after receiving benefits for five years in the same claim, it is the insured's decision to continue collecting disability benefits or to return to work in another occupation or specialty. Merely being able to work in another occupation or specialty would not affect your disability benefits. You would actually have to engage in another occupation to have your benefits reduced or eliminated.

**Conclusion**

Unfortunately, due to adverse claims experience, the individual disability insurance marketplace has become more complicated for surgeons. While some disability insurance companies continue to view the "medical market" with skepticism, other carriers are aggressively pursuing this type of business.

As a result, policies vary greatly in terms of the definition of disability made available, the contract provisions offered and the premiums charged. It is more important than ever to compare each of the policies you are considering, and understand how the differences might relate to you as a surgeon.

The best approach is to employ the services of a professional insurance agent who specializes in working with physicians. He or she will be familiar with your occupation and with which companies' policies are best suited to your particular specialty. You and the agent can then decide which insurance company's policy best meets your insurance needs.

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