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2012 JUL 6/22 11:01
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Hearings Unit, DIC
Patricia D. Petersen
Chief Hearing Officer

BEFORE THE STATE OF WASHINGTON
OFFICE OF INSURANCE COMMISSIONER

In the Matter of ABILITY INSURANCE COMPANY, An Authorized Insurer and Respondent	No. 11-0088 and 11-0089 ABILITY INSURANCE COMPANY'S MOTION FOR RECONSIDERATION RE: STATE OF WASHINGTON OFFICE OF INSURANCE COMMISSIONER'S FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL ORDER

I. Introduction and Relief Requested

Ability Insurance Company respectfully requests reconsideration of the Findings of Fact, conclusions of Law and Final Order by Judge Patricia Peterson regarding Docket Nos. 11-0088 and 11-0089, with a service date of June 13, 2012. This reconsideration request is based upon three areas of concern: (1) inconsistent regulation interpretation; (2) Washington case law summarily dismissed; and (3) material changes to relied-upon evidence.

II. The June 13 Order Conclusion of Law is inconsistent with Washington regulations regarding long-term care policies

The order states, in pertinent part:

> WAC 284-54-253, which governs White's policy and this situation, provides that *The notice shall provide that the contract . . . will not lapse until or at least thirty days after the notice is mailed*...Ability's March 20, 2009 letter to Silvernail states that if the premium is not paid within 35 days of March 20 then the policy will lapse . . . "Will not lapse until" and "the policy will lapse" both indicate a future event and there is nothing to cause the reader to believe the time of lapse reverts to a date (February 8) which is earlier than the date coverage ends or a date which was before the Notice was even sent (March 20).

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Order of 6/13/12 at 17 ¶ 9(1) (emphasis in original).

This regulation interpretation is based upon reading an isolated sentence of WAC 284-54-253 out of context rather than reading it as a whole. It also ignores the context of the rest of the Washington long-term care policy regulations' use of the terms "lapse or termination of benefits."

The order's interpretation is based upon the word "lapse" as used in one sentence of WAC 285-54-253(1)(a) regarding the third-party notice: "The notice shall provide that the contract or certificate will not lapse until at least thirty days after the notice is mailed to the insured's designee." Rather than interpreting that the regulation requires the insurer to give notice to the third-party designee 30 days before benefits under the policy are terminated — as of the date the original payment was due — the order dictates that this sentence requires that neither a lapse nor a termination of benefits under the policy can occur for 30 days. The order confuses the verb "lapse" with the noun; its use and meaning change accordingly. Lapse as a noun is an event; lapse as a verb is a process. There is no support for this interpretation in the language of the regulation or the policy.

Washington's rules of statutory and regulatory construction require a less strained analysis. A term in a regulation should not be read in isolation but rather within the context of the regulatory and statutory scheme as a whole; provisions must be read in their entirety and construed together, not piecemeal. *Dep't of Ecology v. Campbell & Gwinn, L.L.C*, 146 Wn.2d 1, 9-10, 43 P.3d 4 (2002) *citing ITT Rayonier, Inc. v. Dalman*, 122 Wn.2d 801, 8007, 863 P.2d 64 (1993). Read in context, Washington long-term care regulations support the interpretation that lapse is a separate concept from termination of benefits.

The purpose section of WAC 284-54-253 illustrates: "every insurer must provide notice of lapse for nonpayment of premiums at least thirty days prior to the termination of coverage." Lapse and termination of benefits can clearly occur at different times. But either occurrence triggers the reinstatement period. As WAC 284-54-253(2) states: "Every insurer

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shall provide a limited right to reinstate coverage in the event of lapse or termination for nonpayment of premium . . . ." And WAC 284-54-253(3) states: "An insurer shall permit an insured to waive his or her right to designate an additional person to receive notice of lapse or termination for nonpayment of premium." When these long-term care policy regulations are read as a whole, it is clear that WAC 284-54-253(1)(a) simply requires that the third-party designee is given at least 30 days to act prior to the termination of benefits under the policy.

This reading would be consistent with WAC 284-83-025, which addresses unintended lapse as part of the long-term care insurance rules of the Office of the Insurance Commissioner, which states:

> (c) Lapse or termination for nonpayment of premium. No individual long-term care policy or certificate shall lapse or be terminated for nonpayment of premium unless the issuer, at least thirty days before the **effective date of the lapse or termination,** has given notice to the insured and to those persons designated pursuant to (a) of this subsection . . . .

The National Association of Insurance Commissioners ("NAIC") Model Regulation, upon which the Washington regulation is based, is in accord; the title of the notice provision is "Notice before lapse or termination."[1] Thus, when the regulations are read in context, as is required under Washington law, the Order's interpretation is incorrect.

This is also consistent with the guideline that the insured must first be given the opportunity to correct the nonpayment without third-party intervention.[2] Only after the premium remains unpaid is the third-party notice sent, which is exactly what Ability did here. Thus, the interpretation that the five-month reinstatement period cannot begin until after the third-party designee grace period expires would require insurers, at a minimum, to

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[1] Available online at: http://www.naic.org/documents/committees_d_mapwg_exposures_long_term_care_insurance_model_regulation_641.pdf, Section 7(A)(1).

[2] The NAIC model regulation requires that the third-party notice "may not be given until thirty (30) days after a premium is due and unpaid." *Id.*

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grant a reinstatement period well over seven months long. But this is contrary to the plain language of the statute, providing that reinstatement must be requested "within the five months after the policy lapsed or terminated due to nonpayment of premium." WAC 284-54-253(2). The reinstatement period is five months long. The third-party notice does not change the beginning date of the reinstatement period, which is the date the premium payment is due.

Contrary to what is reflected in the order, Ability never argued that the policy lapse date "reverted back." That was the OIC's argument. Ability's position is that a policy lapse for non-payment, whenever it occurs, can result in termination of benefits. Regardless of when the policy lapses, termination of benefits under the policy occurs as of the date the premium payment is due.

The order reflects a genuine confusion over when benefits under a policy, or coverage, ceases due to non-payment of premium. All parties agree that the policy stays in effect during the grace period. But if the premium is not paid by the end of the grace period, a later claim for an occurrence during the grace period will not be covered: the coverage of benefits under the policy cease as of the date the premium was due, not as of the end of the grace period. Yet the order states: "There are also two provisions in the policy concerning reinstatement, and in neither provision is there mention that the date of lapse reverts back to the date the premium was due, which would allow the insured or his/her designee to know s/he must calculate the 5-month reinstatement period from a date that is actually some 30 days prior to the date coverage ended for nonpayment of premium." Order of 6/13/12 at 17 ¶ 9(1). *Coverage* ends for nonpayment of premium as of the policy date, yet the order indicates otherwise.

The date the premium payment is due, also called the policy date, is a familiar concept to policyholders. It is the date the policy renews. It is the date the policy must be paid for. It is the date reflected in their schedule. It is the date from which all administrative

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actions regarding the policy springs. It is reasonable and logical for a policyholder to assume that benefits under their policy would terminate for nonpayment as of the policy date, and that common sense interpretation is supported by Washington case law.

III. Washington case law precedent was not given proper consideration

The order states, in pertinent part:

> In Irish, the court does state that *the general rule is that failure of an insured to pay a renewal premium by the due date results in a lapse of coverage as of the last day of the policy period. . . .* However, Irish is easily distinguishable from the present case: it involves an automobile policy, not a long-term care policy; there is not regulation similar to WAC 284-54-253 governing a grace period and notice to a designee to protect the vulnerable such as White; there was no reinstatement provision at issue in that case; and notice was given in that case as to the exact time payment would need to be made to renew the contract which the insured failed to meet.

Order of 6/13/12 at 18 ¶ 3. In other words, a Washington case is on point regarding a general rule about insurance policy interpretation, as it relates to date of lapse, was disregarded because it did not involve a long-term care policy even though the principles are the same. Not a single Washington case suggests that a general rule of insurance policy interpretation would necessarily not apply to long-term care policies. There is not a single case cited to support the Order's interpretation that failure of an insured to pay a renewal premium results in a lapse of coverage on any date other than the last day of the policy period. The order similarly dismisses the Hanson case: "Like Irish, Hanson is easily distinguishable from the present case; it involves a farmowner's policy, not a long-term care policy . . ."

The order summarily dismisses Washington case law precedent.

IV. Evidence of "severe cognitive impairment" has been retracted by Mrs. White's physician, Dr. Mihali

The order correctly lists the requirements of benefits, and of reinstatement of a policy: "when the insured (or designee) . . . provides proof of the insured's severe cognitive impairment or loss of functional capacity . . ." Order of 6/13/12 at 2, Nature of Proceeding.

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Indeed, this proof, by a licensed health care professional, is required by the Federal tax code provision allowing tax-qualified long term care policies 26 U.S.C. § 7702B. New evidence regarding Mrs. White's "severe cognitive impairment" calls into question the reliance upon this evidence.

The Order states:

> the issue of sufficiency of those prior documents is now moot because Silvernail has now known to obtain, and has obtained and submitted a Certification of Chronically Ill Individual Under IRC Sec. 77028 9 (sic) from White's physician . . . this Certification very clearly, together with the documents already submitted by Silvernail, constitutes sufficient proof of White's severe cognitive impairment . . .

Order of 6/13/12 at 22 ¶ 13.

The earliest documentation from a licensed health care professional that related to cognitive status is dated March 21, 2011. [OIC Exhibit. 4]. The letter, from Dr. Mihali, Mrs. White's physician, addressed to an attorney at the Office of the Insurance Commissioner, states that "Mrs. White was demonstrating mild cognitive impairment on the June 2009 office visit, and on a more probable than not basis this was present in November, 2008." *Id.* This letter is insufficient to establish that Mrs. White qualified for benefits.[3] Five months later, Plaintiff asked Dr. Mihali to sign another form. This form stated that Mrs. White was chronically ill due to severe cognitive impairment. [OIC Exhibit 20].

Dr. Mihali testified in his deposition on June 8, 2012, that the word "severe" was inaccurate. Nicholson Declaration in Support of Reconsideration, Ex. A., ("Dr. Mihali Dep."), 74:22-75:24. Dr. Mihali testified that he had never conducted a thorough examination of Mrs. White to be able to determine if she suffered from severe cognitive impairment. *Id.*, 59:14-60:9; 60-64. Dr. Mihali testified that he did not draft the form, rather it was provided by Plaintiff's counsel. *Id.*, 48:3-22; 50:3-51:14. He could not diagnose Mrs. White with a severe cognitive impairment—his diagnosis was that she had a memory deficit.

[3] Pursuant to Mrs. White's policy, which is a tax-qualified long-term care policy, eligibility for benefits requires a finding of severe cognitive impairment.

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Id., 74:22-75:24.

This testimony clearly calls into question the reliance placed on Dr. Mihali's Certification as proof of Mrs. White's severe cognitive impairment.

V. Conclusion

The order's regulation interpretation relies upon a single sentence of the regulation taken out of context and is inconsistent with other regulations interpreting long-term care policies. The order too easily dismisses Washington case law on point. Evidence relied upon has been modified such that the reliance should be questioned. Ability Insurance Company respectfully requests reconsideration of the June 13 Order.

Dated this 22nd day of June, 2012.

SCHWABE, WILLIAMSON & WYATT, P.C.

By:

Christopher H. Howard, WSBA #11074
Virginia R. Nicholson, WSBA #39601
Attorneys for Respondent
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CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of June, 2012, I caused to be served the foregoing ABILITY INSURANCE COMPANY'S MOTION FOR RECONSIDERATION RE: STATE OF WASHINGTON OFFICE OF INSURANCE COMMISSIONER'S FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL ORDER on the following party at the following address:

Alan Michael Singer
Staff Attorney, Legal Affairs Division
Office of the Insurance Commissioner
State of Washington
5000 Capitol Boulevard SE
Tumwater WA 98501

by:

- [ ] U.S. Postal Service, ordinary first class mail
- [ ] U.S. Postal Service, certified or registered mail, return receipt requested
- [x] hand delivery
- [ ] facsimile
- [ ] electronic service
- [ ] other (specify) _____

Kristi Richards

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BEFORE THE STATE OF WASHINGTON
OFFICE OF INSURANCE COMMISSIONER

In the Matter of ABILITY INSURANCE COMPANY, An Authorized Insurer and Respondent	No. 11-0088 and 11-0089 DECLARATION OF VIRGINIA R. NICHOLSON IN SUPPORT OF ABILITY INSURANCE COMPANY'S MOTION FOR RECONSIDERATION RE: STATE OF WASHINGTON OFFICE OF INSURANCE COMMISSIONER'S FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL ORDER

I, Virginia R. Nicholson, declare that I am over the age of eighteen (18) and otherwise fully competent to testify. The following is true and correct, and based upon my personal knowledge.

1. I am counsel for Defendant Ability Insurance Company ("Defendant") in this lawsuit. I am familiar with the pleadings, discovery, and the file regarding this matter.

4. Attached as Exhibit 1 to this declaration is a true and correct excerpt from the Deposition of Dr. Mihali, taken June 8, 2012.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing statements are true and correct.

Dated this 22nd day of June, 2012 at Seattle, Washington.

Virginia R. Nicholson, WSBA #39601

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EXHIBIT 1

EXHIBIT 1

1 UNITED STATES DISTRICT COURT

2 WESTERN DISTRICT OF WASHINGTON

3 AT TACOMA

4

5 WILLIAM C. WHITE on behalf of GLADYS E. WHITE,

6 Plaintiff(s),

7 vs.

8 ABILITY INSURANCE COMPANY, a Nebraska corporation,

9 Defendant(s).

11-5737-RJB

10

11 DEPOSITION UPON ORAL EXAMINATION OF

12 ALEXANDER K. MIHALI, M.D.

13

14

15 3:43 P.M.

16 JUNE 8, 2012

17 3124 SOUTH 19TH STREET, BUILDING C, SUITE 140

18 TACOMA, WASHINGTON

19

20

21

22

23

24

25 REPORTED BY: KATHY L. HAUCK, RPR, CCR 2705

1 A P P E A R A N C E S

2

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18

19 ALSO PRESENT: NONE

20

21

22

23

24

25

1 I N D E X

2

3 EXAMINATION BY: PAGE

4 Ms. Newhouse 4

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14 EXHIBITS FOR IDENTIFICATION PAGE

15 7 Certificate of chronically ill individual 4

16 written by Dr. Mihali

17 8 Letter to Allen Singer from Dr. Mihali, 4

18 3-21-11

19 9 Declaration of Alexander Mihali, M.D. 4

20 10 Five pages of medical records 32

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22

23

24

25

1 couple questions.
2 A. Sure.
3 Q. Does this form look familiar to you?
4 A. To be perfectly blunt, no.
5 Q. That's okay.
6 A. I sign so many pieces of paper after a while.
7 Q. I didn't know if this was something you had in
8 your office or if someone would have had to provide
9 this to you.
10 A. Someone would have had to provide this.
11 Q. Do you have any idea who provided this to you?
12 A. No.
13 Q. It's dated August 24, 2011. Do you have any
14 entry or notation?
15 A. Yeah, that's where I'm looking right now. It
16 came from Tom.
17 Q. Okay. And what was that? When you say Tom,
18 you mean Mr. McCurdy?
19 A. Yes. He wants to make sure that I get a
20 certificate regarding cognitive impairment that was
21 sent Thursday. Now, where it came from, I don't know.
22 I presume -- I can't answer.
23 Q. Had he contacted you prior to that to talk
24 about this certificate?
25 A. I don't see anything. I received a call from

1 A. Not that I'm aware of. I didn't even remember
2 these.
3 Q. So do you have any recollection now of this
4 form and where it came from?
5 A. No.
6 Q. Okay. All right. Are you assuming it came
7 from Mr. McCurdy?
8 A. I can't even answer that.
9 Q. Okay. All right. Does it make sense as far
10 as how it's related in time that it did come from him?
11 A. I would presume -- there would be a temporal
12 relationship, yes.
13 Q. All right. And is it fair to say you've not
14 seen a form like this before?
15 A. Correct.
16 Q. So do you remember filling it out?
17 A. It's my signature.
18 Q. You don't physically remember doing it?
19 A. No.
20 Q. All right. This is what I need to do,
21 Dr. Mihali, in paragraph 2 -- so this form came to you.
22 You didn't draft it?
23 A. I was asked to sign it.
24 Q. Correct, it was already prepared --
25 A. Correct.

1 Q. -- complete, whole, and you were asked to sign
2 it as it was?
3 A. Correct.
4 Q. You didn't edit it, you didn't modify it?
5 A. No.
6 Q. You didn't review your records and then draft
7 it?
8 A. I would have looked at at least the
9 hospitalizations because those I have on --
10 Q. Okay, but you didn't review your records and
11 draft it yourself?
12 A. Correct.
13 Q. This came pre-made up from someone else?
14 A. Correct.
15 Q. And what hospitalizations would you have
16 looked at?
17 A. The ones at Good Sam.
18 Q. And what dates are the ones from Good Sam,
19 just right around that time period?
20 A. Well, it would be earlier, emergency room
21 visit December 2010, two of them.
22 Q. And what were those visits for, do you know?
23 A. Bloody nose and a fall.
24 Q. Okay. Any other visits you would have looked
25 at.

1 A. Yes.
2 Q. (BY MS. NEWHOUSE) Yes, that is a fair
3 statement?
4 A. Correct.
5 Q. And you have not had the opportunity to see or
6 to assess Mrs. White to know what her functional
7 capacity is today; is that a fair statement?
8 A. Correct, yes.
9 Q. And similarly, when you signed this document
10 in 2011, you had not had the opportunity to assess her
11 functional capacity, or her cognitive capacity, for
12 that matter?
13 A. Correct.
14 Q. In fact, in looking at your records it seems
15 that -- can you give me a date when the last time was
16 that you were able to make an assessment of both her
17 physical and cognitive capacity, and let me add a
18 question to that, I know it's compound and counsel will
19 object, but did you ever make a complete assessment of
20 her cognitive capacity?
21 A. No.
22 Q. Okay.
23 MR. McCURDY: Let me get my objection
24 out. And I will object to the form of that question.
25 Q. (BY MS. NEWHOUSE) Okay. So let me ask the

1 question again. Did you ever make a complete
2 assessment of her cognitive capacity?
3 MR. McCURDY: Object to the form.
4 A. No, not complete.
5 Q. And for a complete assessment what would that
6 involve?
7 A. The mini mental status exam.
8 Q. That's an MMSE?
9 A. Correct.
10 Q. Is that something you do in the office here?
11 A. Yes.
12 Q. So without that piece of information, an MMSE,
13 it's difficult -- well, it's impossible to really
14 define what someone's cognitive status is?
15 MR. McCURDY: Object to the form.
16 A. The answer is that I had enough information
17 from the caregiver to strongly suggest a significant
18 cognitive impairment.
19 Q. (BY MS. NEWHOUSE) Certainly, but to be able
20 to make that determination with any reliability an MMSE
21 would have been appropriate?
22 A. It would have helped.
23 Q. Okay.
24 A. But the very fact that from Alexandria, to
25 have that long note that I gave you, that probably

1 gives me more information that even maybe the mini
2 mental status exam because you have a person there that
3 spends a lot of time with the individual. You know, a
4 15-minute interaction in the office is really going to
5 be kind of superficial.
6 Q. Correct, but that wasn't information that you
7 obtained that was information she gave you?
8 A. Correct.
9 Q. And she gave that to you in 2008?
10 A. Correct.
11 Q. So getting back to this document which is
12 Exhibit 6 or 7 -- oh, here -- which is the
13 certification, the document that you signed, what I'm
14 curious about, and I don't know -- just a sec.
15 MS. NEWHOUSE: Let's go off the record
16 for a second.
17 (Discussion off the record.)
18 Q. (BY MS. NEWHOUSE) Going back to Exhibit 7,
19 Dr. Mihali, again in paragraph 1, 2, 3, 4 you talk
20 about the substantial supervision. Do you see what I'm
21 referring to?
22 A. Substantial, number 2.
23 Q. The first sentence of paragraph 4.
24 A. Oh, it says substantial assistance.
25 Q. The first sentence of paragraph 4, cognitive

1 impairment test.
2 A. Oh, okay, you're going down there. Sorry.
3 Q. No, that's okay. And this says, She requires
4 substantial supervision to protect herself from threats
5 to health and safety due to severe cognitive
6 impairment. Is that your assessment or is that what
7 someone provided to you to sign?
8 A. The issue I kind of looked at was the
9 short-term or long-term memory impairment.
10 Q. And that's measured by clinical evidence and
11 standardized tests, is that correct, that's what it
12 says?
13 A. Or in her case the only time that I documented
14 is that she couldn't remember what she had for
15 breakfast or lunch and even if she had eaten.
16 Q. So that would be clinical evidence?
17 A. That was that one, and the other was that she
18 only was oriented to herself and place but not to time.
19 Q. Is there a way to distinguish, or how do you
20 do it as a physician, between the facts that you've
21 just given and if that relates to significant or mild
22 cognitive impairment?
23 MR. McCURDY: I'm going to object to the
24 term significant.
25 A. I guess I didn't really focus so much on the

1 severe cognitive impairment and I went more to the
2 short-term. I presumed that if you have that that met
3 the purpose of that last paragraph.
4 Q. (BY MS. NEWHOUSE) Well, that last paragraph
5 also requires standardized tests; is that correct?
6 A. I just took that one portion.
7 Q. Okay.
8 A. And from that I accepted it and signed it on
9 the basis of that one portion of the paragraph.
10 Q. And when you say that one portion you're
11 talking about (b) measured by clinical evidence?
12 A. No, short-term and/or long-term memory
13 impairment.
14 Q. Got it. And that would be (b)(1)?
15 A. And it wouldn't be a standardized test, it
16 would be clinical evidence, asking a person name, place
17 and time.
18 Q. So what we're talking about is (b)(1),
19 correct?
20 A. Correct.
21 Q. Okay. And how do you decide as a
22 practitioner, when you ask someone and you're kind of
23 checking their cognitive status by asking name, place
24 and time, depending on what they know, if that's mild
25 or severe cognitive impairment, where is that line?

1 A. That I can't tell on the basis of that
2 information. When you define between mild and severe
3 then you're going to have to rely on a mini mental
4 status examination.
5 Q. Okay. So without a mini mental status
6 examination that determination can't be reached, severe
7 cognitive impairment?
8 A. That would be correct.
9 Q. Who would be the person who would know who
10 would make her appointments, do you know? Would that
11 be your office staff?
12 A. The front desk.
13 Q. Do you have any sense of Mrs. White, in the
14 time that you've seen her and took care of her, whether
15 or not she was the one who would initiate her doctor's
16 appointments?
17 A. That I can answer. When a person is here I
18 have them make a follow-up appointment when they leave.
19 Q. Okay. So if she would make a follow-up
20 appointment, and you've already testified she was not
21 always compliant about coming back for her
22 appointments.
23 A. Well, that's when the caregiver was around,
24 too, though. That helps.
25 Q. And if someone doesn't come back to the

1 FURTHER EXAMINATION

2 BY MS. NEWHOUSE:

3 Q. Dr. Mihali, I handed you what's been marked

4 Exhibit 7, or is it 9?

5 A. Nine.

6 Q. And do you recognize that document?

7 A. Uh-huh.

8 Q. And is that a declaration that you signed in

9 April of 2012?

10 A. Correct.

11 Q. Do you recall why you signed this or what the

12 circumstances were about this?

13 A. No, I do not.

14 Q. Okay. But you had not seen Mrs. White since

15 the one visit in 2010 where you addressed hypertension

16 and then previously in June of 2009; is that correct?

17 A. Correct.

18 MS. NEWHOUSE: Thank you. I don't have

19 any other questions.

20 MR. McCURDY: I do.

21

22 FURTHER EXAMINATION

23 BY MR. McCURDY:

24 Q. Do you disagree with anything you write in

25 that declaration, Doctor?

1 A. Perhaps it would be the severe memory deficit.
2 I gather that's in reference to the 2009. I would just
3 say memory deficit.
4 MR. McCURDY: I have nothing.
5
6 FURTHER EXAMINATION
7 BY MS. NEWHOUSE:
8 Q. I don't understand what you just said. I
9 don't know what memory deficit, what you're referring
10 to, what page.
11 A. The I declare under penalty of perjury -- oh,
12 wait. Mrs. White is incompetent and unable to provide
13 testimony under oath and under penalty of perjury given
14 her severe memory deficits, I would have to delete the
15 severe and say memory deficits because I can't define
16 it any better in reference to the June 2009 chart note.
17 Q. Okay. And this was the declaration you signed
18 in April of 2012?
19 A. Correct.
20 Q. You didn't write this, someone wrote it for
21 you, correct?
22 A. Yeah.
23 Q. Is that correct?
24 A. Correct.
25 Q. Do you know who wrote it?

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of June, 2011, I caused to be served the foregoing DECLARATION OF VIRGINIA R. NICHOLSON IN SUPPORT OF ABILITY INSURANCE COMPANY'S MOTION FOR RECONSIDERATION RE: STATE OF WASHINGTON OFFICE OF INSURANCE COMMISSIONER'S FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL ORDER on the following party at the following address:

Alan Michael Singer
Staff Attorney, Legal Affairs Division
Office of the Insurance Commissioner
State of Washington
5000 Capitol Boulevard SE
Tumwater WA 98501

by:

- [ ] U.S. Postal Service, ordinary first class mail
- [ ] U.S. Postal Service, certified or registered mail, return receipt requested
- [x] hand delivery
- [ ] facsimile
- [ ] electronic service
- [ ] other (specify) _____

Kristi Richards

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