IN THE CIRCUIT COURT OF COUNTY, MISSISSIPPI

AND PLAINTIFFS

VS. NO.

DEFENDANT

ANSWER

files this Answer and responds to the Complaint as follows:

AFFIRMATIVE DEFENSES

FIRST DEFENSE

Plaintiff fails to state a claim against upon which relief can be granted.

SECOND DEFENSE

affirmatively states that payment of all claims referenced in the Complaint have been properly paid in accordance with the terms and conditions of the policy in issue.

THIRD DEFENSE

has, at all times, had a reasonable and arguable basis for the non-payment of the Plaintiffs' claims in this matter.

FOURTH DEFENSE

conducted a reasonable investigation of the circumstances relating to the claims in issue and relied upon the independent objective opinion of an outside consulting physician in affirming the denial of benefits.

FIFTH DEFENSE

Any assessment of punitive damages against would violate the provisions of the Constitution of the United States, including the Fifth, Eighth, and Fourteen, Amendments, and would also violate the provisions of the Constitution of the State of Mississippi, including Sections 14, 16, 17, and 28.

SIXTH DEFENSE

responds to the numbered paragraphs of the Complaint in sequence and incorporates its affirmative defenses states above.

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II. Admitted.

- III. admits the Plaintiff's medical records indicate he/she sustained his/her injury on or about , , in the manner set forth in the Complaint. admits that the Plaintiff's medical records indicate he/she saw Dr. on or about , in connection with this injury. further admits that the medical records indicate was admitted to on , until he/she was discharged on , . .
- IV. admits that the medical records indicate that Plaintiff saw Dr. on or about , , complaining of continued pain in connection with the injury complained of in this action. further admits that Dr. admitted Plaintiff to on , and that he/she was discharged on , .
- V. admits that claims were submitted to it by Drs. and and by , which claims were paid pursuant to the terms of the policy. admits it did not pay the claim from for the hospitalization charges because hospitalization was not medically necessary. All remaining allegations or fact are denied.
- VI. admits it paid Dr. 's claim and that it did not pay the claim of affirmatively states that the hospitalization was not medically necessary pursuant Again, to the terms of the policy and, thus, was not covered. denies that the Plaintiff obtained pre-certification for his/her entire stay at specifically denied pre-certification for each day of the hospitalization except for a preliminary pre-certification for , based on the oral representations relayed to by representatives of that certain treatment would be provided to the Plaintiff . After review of the confirmed the appropriateness of denial of pre-certification for each day , and further determined that actual treatment for except was not medically necessary for inpatient care.
- VII. admits that the Plaintiffs contacted it on several occasions concerning the denial of the hospital claim. denies that the Plaintiffs were ever led to believe that the claim would be paid. specifically denied pre-certification for each day of the hospitalization except for a preliminary pre-certification for , based on the oral representations relayed to by representatives of that certain treatment would be , that it forwarded provided to the Plaintiff admits that on Plaintiffs a letter informing them that the denial of the claims had been reviewed internally as well as by an outside consulting physician and that the outside consulting physician's opinion was that the hospitalization was not medically necessary. denies that the Plaintiff obtained pre-certification for his/her entire stav at
- VIII. Admitted. denies that the Plaintiff is entitled to the relief sought in the Complaint or to any relief whatsoever.

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Respectfully submitted,						
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