

Defendant(s),
$\square$ Attorney for defendant(s), in answer to the complaint, state(s):
(1) Defendant(s) resides in Madison Heights, MI 48071-2670
(Response) This is correct
(Number paragraphs in the answer to correspond to paragraphs in the complaint. Attach additional sheets if necessary.)
(2) Since June 17, 2007 Plaintiff, at the express or implied request of Defendant(s) sold and delivered certain reasonable, and necessary medical and/or dental merchandise and/or services to or for Defendant, his/her spouse, and/or his/her minor child(ren).
(Response) On that date, I was provided medical services by the Plaintiff, which I did agree to pay for. These were mostly covered by insurance. The insurance initially paid the hospital, and then decided to send me letters trying to determine how I injured myself, which I initially did not receive. The second attempt arrived, and I submitted it via FAX, though they claim they did not ever get the documentation I provided, which stated that the injury was obtained at home and not subject to other insurances, and therefore they were in fact liable for payment of the claim. As a result, the insurance company refused to pay the amount, which according to knowledge and information is at least \$717.00.
(3) As a result Defendant(s) is indebted to Plaintiff, on open account, a copy being attached, which is supported by affidavit, and incorporated herein by reference in the principal amount of $\$ 833.12$, plus common law interest in the statutory rate of ( $5 \%$ ) per annum from June 17, 2007 in the amount of $\$ 84.11$ said amounts now being due.
(Response) Earlier this year, it was brought to my attention that the insurance company never settled their debts. (As a result of this I had made no payment, as I was waiting to be informed of the amount I was responsible for.) There were no earlier attempts to notify me of an outstanding debt, and when sent to collections I requested documentation from the plaintiff. Using this documentation, I contacted the insurance company, who just last week finally agreed to process and pay the claim. At this time, the amount is in dispute, as the insurance company is either in the process of paying (or may in fact have already paid) a significant portion of the outstanding balance. As a result I deny as untrue the outstanding balance. I do have every intent to pay the plaintiff for whatever costs the insurance does not cover (excepting the interest that was due to the insurance company's mistake which should be addressed under the plaintiff's contracts with the insurance company, not myself). I would be willing to, if so ordered, until the final amount is computed, post a bond with the court in the amount of $\$ 128.03$ or whatever amount the court finds necessary to protect the Plaintiff's interest in the case until the dispute is resolved. The proposed amount would cover the difference between $\$ 833.12$ and $\$ 717.00$, provided in the plaintiff's attached documentation, plus a $5 \%$ per annum interest on the difference I am liable for as the insured patient.

## CERTIFICATE OF SERVICE

I certify that on this date I served a copy of this answer on the plaintiffs or their attorneys by
$\square$ personal service. $\quad \square$ first-class mail addressed to their last-known address(es) as defined in MCR 2.107(C)(3).

