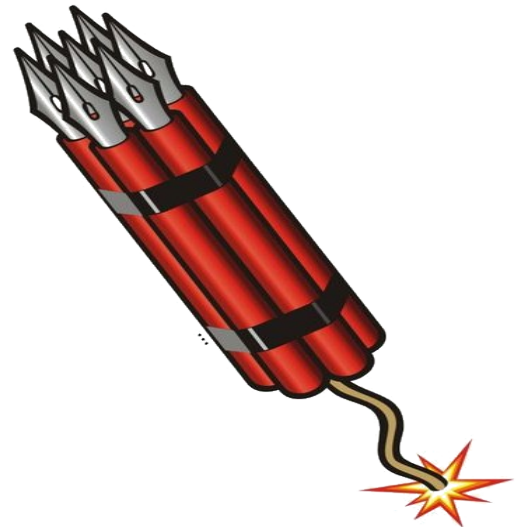




How to Survive Hospital Costs Without Insurance

by Gregory Allan

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Notice:

This is an evaluation copy of How to Survive Hospital Costs Without Insurance, by Gregory Allan. As such, it contains only the Introduction, and the thirteen chapters, but neither of the two Appendices. The complete version contains the Appendices. The Table of Contents lists everything included in the complete version. This is so you will know what you're missing.

Obviously, this is a ploy designed to help the author sell more books. The idea is to give you a lot of valuable knowledge for free. You will have an opportunity to see for yourself that my methods are built on sound legal strategy. Then, once you've read the book, you'll realize why you *need* the material in the Appendices, and you'll be happy to buy the complete book.

As I write this, the cost for the complete version in PDF format, delivered via Internet, is \$49.95 (prices may change without notice). Most people are already facing a big hospital bill when they learn of my book and buy it. Using my procedure they save hundreds, or even thousands of dollars that very first time, and then continue to save for the rest of their lives.

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Thanks for reading.

– Gregory Allan

How to Survive Hospital Costs Without Insurance, by Gregory Allan

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For the labourer is worthy of his hire. (Luke 10:7)

Behold, the hire of the labourers who have reaped down your fields, which is of you kept back by fraud, crieth: and the cries of them which have reaped are entered into the ears of the Lord. (James 5:4)

Blessed are they which do hunger and thirst after righteousness: for they shall be filled. (Matthew 5:6)

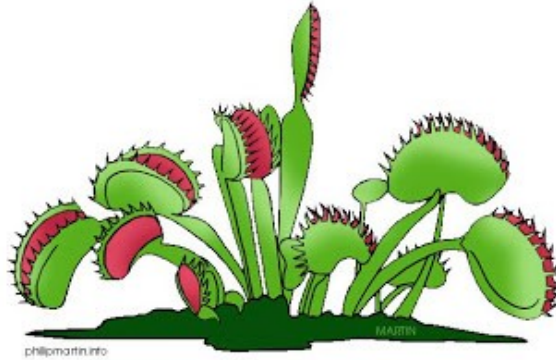
Thou shalt not steal. (Exodus 20:15)

*This book is dedicated
to my wife and children,
for whom it was written,
Without their love and patience,
I never could have finished it.*

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Chapter Eleven, Tightening the Noose



Up to this point we've worked on the assumption that most hospitals will eventually see the handwriting on the wall, and settle. Unfortunately, some of them seem unable to accept reality.

I don't know why some hospitals are so stubborn. I'm guessing it's because they fear that settling will open the floodgates. That, and the very real possibility they could be found liable for fraud. Whether they could ever be found legally guilty of fraud is a matter for the courts. But in my opinion, they are certainly morally guilty.

Maybe in some cases it's as simple as employees who aren't smart enough to understand the paperwork, and by the time someone gets the idea that maybe they should consult an attorney, it's already too late. Maybe it's more sinister. Who's to say?

When you run into one of these, you'll need to know how to follow through with the paperwork you've already done. Luckily for you, all your prior letters have been carefully constructed. Your next step will be easy as pie.

As you read the letters referenced in this chapter, keep your objective in focus: You want to hold the hospital to the contract, or get them to agree to a price rate you can live with. You also want to stay out of court, if possible, and preserve your credit rating.

Over the years I've refined my paperwork to concentrate on two main areas:

1. To be sure all points are legally correct, and
2. Explain all legal points clearly, so that even a low-level employee should be able to understand. Or at least realize that a superior should be consulted.

These two go hand-in-hand. They absolutely reek good faith. Many times in commercial law, a court decision will swing to the party who displayed the most innocent and best intentions.

I've done my best to be sure I'm legally correct, but I'm not an attorney. Nobody is perfect (least of all, attorneys), and I can't be absolutely sure I've exhausted all legal avenues. But I know that

these methods have worked for me, and for many others who have followed my instructions.

As an extra measure toward good faith, you may notice that I include a paragraph in most of my letters which calls upon the hospital to disclose it immediately if they see anything wrong with my actions or demands. This puts the burden of on them to tell me if I've done anything wrong. If they don't tell me, but try to bring up the error later, then I can point out their bad faith for “harboring hidden objections with which to surprise me later.” Judges really frown on that.

Finding Fault

So what do we do next, if our letters are ignored, and the deadlines have expired?

Place yourself for the moment in the place of the creditor, instead of the debtor. What do most creditors do when they've sent a bill, and it doesn't get paid right away? They send another bill, with a notice that says “Overdue.”

That's our next step, except that our letter will be titled “Notice of Fault.” This letter is to be sent after the expiration date of the offer in your A-7 Letter.

Appendix A-14 contains a notice of fault which is already tailored to your needs. Just fill in the names and addresses, and a few bits of information from your record file. The letter is ready to send.

This letter gives the hospital notice that they have missed a deadline, and gives them thirty more days to comply. It puts them on notice that if they miss the next deadline, then a “notice of default” will issue, and they will forfeit their claim. You will owe nothing.

Many hospitals will settle after they receive this letter. You will have told them in precise legal language that they are in a very small box, and there is only one way out. Please notice that this letter calls for you to make a copy of your record and send it to them. Don't forget to certify it using the affidavit at Appendix A-4.

Why do this? Good faith, of course.

Remember, you'd rather not go to court. The precision of your records, along with the fact that you plainly know how to make them appear according to the court's rules of evidence, will discourage any potential lawsuits in advance. No attorney wants to go into court on a case he knows he's going to lose. Judges frown on attorneys who waste the court's time.

Default

Down to the nitty gritty. The hospital has received your notice of fault, and the deadline has passed without a responsive answer. This happens way more often than common sense would seem to call for.

You've told them in writing exactly what your next step will be. They've seen it coming. The letter at Appendix A-15 contains a "Notice of Default." This letter gives the hospital notice that they have voluntarily given up all rights to their claim. The bill is gone. You owe nothing.

As a protective measure of good faith, the hospital is given ten days to object, but if they've let it go this far they will probably not.

Is the bill really gone? In my experience, it is. In the language of commercial law, it has been "discharged."

Many people may think, "Wow, that's great! I got away with something!" But I don't see it that way. I'm always sad when this happens. As much as I've bashed the hospitals for their unconscionable contracts, they do perform a valuable service. Value should be given for value.

What you must realize is that it was the hospital's choice to abandon their claim. That's why this works. The hospital has every chance to do the right thing. You have even given them the opportunity to save face, by making an offer that didn't require a single admission of guilt on their part. If they didn't like your offer, they could have made a legitimate counteroffer. They had options, but they chose to walk away.



Chances of Lawsuit

Have they really walked away? Is this really over? Well, yes and no.

Many hospitals, at this point, will send the account to a collection agent. This doesn't happen as often as it used to, after certain changes I've made to the Notice of Default. But it does still happen. The next chapter deals with collection agents.

The hospital might sue, though I've already explained the many reasons they probably will not. Still, anyone can sue anybody for anything. Suing is not the same as winning.

I can't tell you that everyone who uses my methods never end up in court. It may happen. I can only tell you that at the time of this writing, I know of only a handful. I've already explained what happened with some of those.

You have a much greater chance of ending up in court if you go into this with pre-existing charges. Your mistake was already made, before you bought this book, so do yourself a favor and don't press too hard on a non-qualified contract.

I have personally defaulted bills in excess of \$3,800, and watched the hospital give up without collecting a dime. And I've helped others who have done the same with even larger amounts.

The few whose cases ended up in court, lost. From what I've seen, this is because they cut corners. They skipped important steps. If they had done it right to start with, they would probably have never gone to court. Hospitals can afford to pay good lawyers, and in return they get good advice. If a case isn't winnable, they don't sue.

That doesn't mean you should just give up if the hospital sues. As more and more people use my methods, I expect some hospital somewhere to bring it to a test.

If you find yourself in court, the first thing you'll want to take advantage of is discovery. Subpoena the hospital's contract with BCBS. If you used the "most-favored nations" clause, subpoena all their billing statements for the past year. It is the fear you will do just this, that keeps most hospital's from suing you in the first place.

Once they see they will have no choice but to produce this evidence if they continue with the lawsuit, they may dismiss.

If they move forward and produce the contract, then the most you'll be obligated to pay are the BCBS rates. It's in your contract (by the way, if this ever happens, **please** send me a copy).

You also have another card up your sleeve. You used specific commercial procedure: notice, fault, and default. The hospital was negligent in failing to respond in a timely manner. If you do not effectively argue this, the hospital may have a case. That's where the records you learned how to keep in Chapter 8 become valuable. Once a judge sees your records, any case the hospital tries to bring is likely to be dismissed.

A Hole in the Net

Many hospitals do give up at this point. Of those who don't, the most common thing I've seen is for the hospital to hand your account over to a collection agency. The timing is important. They nearly always do this just after receiving the notice of fault, but before you issue the notice of default. This is important because the debt can still be reasonably considered valid, right up until the default is issued. That way, the hospital is not committing fraud.



As you'll learn in the upcoming chapter on collection agencies, most such agencies buy debt outright for pennies on the dollar. Selling your account at the last minute is a way for the hospital to get some quick cash, and turn their problem over to someone else. Besides, the hospital will take a write-off on their taxes for the difference between the full amount of the bill, and whatever they sell it for. See how deep this scam runs?

I believe the timing is intentional for another reason. Many people at this point might begin dealing with the collection agent, and forget to send the default to the hospital. This means the

original debt stays alive, and never gets discharged. Always remember to send the default. Do not allow yourself to become distracted, for any reason.

You will know if they've done this, because you'll receive your first letter or phone call from the collection agent before you have a chance to issue the default.

I've eliminated a large percentage of instances where accounts go to collection, by putting the notice and warnings about libel and slander at the end of both the fault and the default letters. Libel and slander are difficult to prove in court. The plaintiff is required to prove "intentional malice," which is hard. The best way to prove malice is to give notice ahead of time that if a person does a particular thing it will cause you a damage, and will be considered to be done with malice. My letters help you go a long way toward meeting this requirement.

In the next chapter we'll examine the hows and whys of collection agencies. There's a good chance you'll learn a few things.

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