

1989

Kim J. Tanner v. The Phoenix Insurance Company : Brief of Appellant

Utah Court of Appeals

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UTAH COURT OF APPEALS
BRIEF

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DOCKET NO.

890521-CA

IN THE UTAH COURT OF APPEALS

KIM J. TANNER,)	BRIEF OF APPELLANT
)	
Plaintiff and Appellant,)	
)	Court of Appeals
vs.)	No. 890521-CA
)	
THE PHOENIX INSURANCE COMPANY,)	
)	Priority No. 14b
Defendant and Respondent.)	

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FILED

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THE PHOENIX INSURANCE COMPANY,)	
)	Priority No. 14b
Defendant and Respondent.)	

Appellant Kim J. Tanner submits the following brief pursuant to the Rules of the Utah Court of Appeals.

JURISDICTION AND NATURE OF CASE

UCA 31A-2-307 and UCA 78-2-2(3)(j) confer jurisdiction on the Supreme Court to decide this appeal from a final judgment. The case was poured-over to the Court of Appeals under the authority of the Utah Supreme Court.

This appeal is from a final judgment of the Third District Court which had been requested to declare the meaning of a portion of the Insurance Code pursuant to its authority under UCA 31A-2-307. The provision in question was UCA 31A-22-307(1)(b)(ii) (hereinafter the "No-Fault Household Services Allowance") which reads as follows:

Personal injury protection coverages and benefits include:

. . . a special damage allowance not exceeding \$20 per day for a maximum of 365 days, for services actually rendered or expenses reasonably incurred for services that, but for the injury, the injured person would have performed for his household, except that this benefit need not be paid for the first three days after the date of injury unless the person's inability to perform these services continues for more than two consecutive weeks;. . .

Motions for summary judgment were heard by the Honorable Kenneth Rigtrup who granted The Phoenix Insurance Company summary judgment in its favor and denied the motion of Kim Tanner. The judgment was entered on May 30, 1989. No motions were filed pursuant to Rules 50, 52 or 59. Notice of Appeal was filed on June 26, 1989 and amended on June 29, 1989.

ISSUES PRESENTED FOR REVIEW

1. Does the No-Fault Household Services Allowance provide for a special damage allowance not exceeding \$20 per day of disability or is it limited to \$20 per day of services? The first interpretation places an aggregate limit on benefits based on days of disability while the second places a limit on each day services are received. There is no dispute over whether the allowance is limited to services actually rendered or expenses reasonably incurred for services that, but for the injury, the injured person would have performed for his household.

2. The following two issues were raised in the Third and Fourth Defenses of The Phoenix Insurance Company's Answer

(Record pp. 8-9). However, in its memorandum supporting its motion for summary judgment, Phoenix appears to deny these are issues (Record pp. 42-43). Kim Tanner includes them here since clarification of the statute is the objective and both were part of her motion for summary judgment.

a. Does the No-Fault Household Services Allowance provide benefits for services rendered by family members that, but for the injury, the injured person would have performed for his household?

b. Does the No-Fault Household Services Allowance provide benefits for the labor portion of the expense for meals eaten at a restaurant if, but for the injury, the injured person would have provided the labor portion of similar meals for his household?

STATUTORY REFERENCES

The following statutes are believed to be pertinent to, if not determinative of, the interpretation issues:

1. Historical antecedents of UCA 31A-22-307(1)(b)(ii):

The No-Fault Household Services Allowance concept first entered Utah law as part of the Utah Automobile No-Fault Insurance Act, Laws 1973, Chapter 55 and was codified as the former UCA 31-41-6(1)(b)(ii) which provided as follows:

In lieu of reimbursement for expenses which would have been reasonably incurred for services that, but for the injury, the injured person would have performed for his household and regardless of whether any of these

expenses are actually incurred, an allowance of \$12 per day commencing not later than three (3) days after the date of the injury and continuing for a maximum of 365 days thereafter, but if the person's inability to perform these services shall so continue for in excess of a total of fourteen (14) days after the date of the injury, this three-day elimination period shall not be applicable.

Laws 1979 Chapter 119, Section 1 amended this provision of the code to read as follows:

A special damages allowance not exceeding \$12 per day for services actually rendered or expenses reasonably incurred for services that, but for the injury, the injured person would have performed for his household commencing not later than three days after the date of the injury and continuing for a maximum of 365 days thereafter, but if the person's inability to perform these services shall so continue for in excess of a total of fourteen days after the date of the injury, this three-day elimination period shall not be applicable.

Laws 1985 Chapter 242 repealed UCA 31-41-6(1)(b)(ii) and enacted UCA 31A-22-307(1)(b)(ii) which has not since been amended. The text of this statute appears under "Jurisdiction and Nature of the Case."

2. Construction rules:

a. UCA 68-3-2:

The rule of the common law that statutes in derogation thereof are to be strictly construed has no application to the statutes of this state. The statutes establish the laws of this state respecting the subjects to which they relate, and their provisions and all proceedings under them are to be liberally

construed with a view to effect the objects of the statutes and to promote justice. Whenever there is any variance between the rules of equity and the rules of common law in reference to the same matter the rules of equity shall prevail.

b. UCA 68-3-6:

The provisions of any statute, so far as they are the same as those of any prior statute, shall be construed as a continuation of such provisions, and not as a new enactment.

c. UCA 31A-1-102(2):

The purposes of the Insurance Code are to: . . .

(2) ensure that policyholders, claimants, and insurers are treated fairly and equitably; . . .

d. UCA 31A-1-201(1):

(1) This code shall be liberally construed to achieve the purposes stated in §31A-1-102 and under other chapters of the Insurance Code. The statements of purpose shall aid and guide interpretation but are not independent sources of power.

3. Administrative History.

After making inquiry of the Insurance Department, counsel is not aware of any rule, order, or administrative law decision by the Commissioner of the Insurance Department under UCA 31A-2-201 which directly addresses the issues raised herein. However, Insurance Department Regulation R540-74-1(D) discussed an earlier version of the statute. The regulation was repealed

November 20, 1988 but is set out here for the Court's reference.

D. Section 31-41-6(1)(b)(ii). This subsection provides a \$12 per day benefit for substitute services, whether or not expenses for such services are actually incurred, payable for the period of time the injured person is unable to perform services for his household.

To determine the eligibility for payment and the amount to be paid, it is necessary to verify that:

(1) the injured person customarily performed the service, and

(2) the injured person is now unable to perform the service.

The benefit commences not later than three days after the date of injury and continues for a maximum of 365 consecutive days after the date of injury. However, if a person's inability to perform these services continues for in excess of a total of 14 consecutive days after the date of injury, the three-day elimination period is not applicable.

STATEMENT OF THE CASE

This case is concerned solely with the interpretation of the No-Fault Household Service Allowance, UCA 31A-22-307(1)(b)(ii). The statute, proceedings, and disposition below are set out above under "Jurisdiction and Nature of the Case." The facts underlying the request for interpretation were stated in the Brief in Support of Kim Tanner's Motion for Summary Judgment (Record pp. 14-15) and admitted in Defendant's Memorandum in Opposition to Plaintiff's Motion for Summary

Judgment and in Favor of Its Motion for Summary Judgment (Record p. 41). The facts initially were set out in the petition (Record pp. 1-2) and admitted in the Answer (Record pp. 7-8).

The agreed facts are as follows:

a. Petitioner has a substantial interest in the result of the declaratory interpretation of the No-Fault Household Services Allowance because she was in a motor vehicle accident on June 16, 1988 which gave rise to a personal injury protection claim under this subsection.

b. The Phoenix Insurance Company will be affected by this judgment because it is the insurance company which is initially charged with paying petitioner her personal injury protection benefits.

c. Petitioner has filed claims under this subsection with The Phoenix Insurance Company, which has processed these claims according to the "Household Services Worksheet" attached hereto as Exhibit "A" and incorporated herein by reference.

d. As shown on Exhibit "A", The Phoenix Insurance Company has interpreted the No-Fault Household Services Allowance to place a daily limit on the compensable services and expenses. For example, the Household Services Worksheet shows \$10 of services on 6/22/88 and \$32 of services on 6/23/88. Ten dollars is allowed for 6/22/88 but only \$20 is allowed for 6/23/88. For another example, no allowance is made for days in July and August

on which no services are shown as received although earlier services aggregate more than \$20 per day.

e. The Phoenix Insurance Company has allowed claims for household services of petitioner's husband and for a portion of the expense of restaurant meals.

SUMMARY OF ARGUMENT

The No-Fault Household Services Allowance is ambiguous in that it allows up to "\$20 per day for a maximum of 365 days" but does not state whether it is \$20 per day of disability or \$20 per day of services.

If the statute means days of disability, then Phoenix is in error in its interpretation. Fifteen days of disability should authorize up to \$300 "for services actually rendered or expenses reasonably incurred" without regard to whether such services or expenses exceeded \$20 on a given day.

UCA 68-3-6 points to prior incarnations of a statute and directs that current provisions be viewed as continuations of prior provisions so far as they are the same. The 1973 household allowances provision was based on days of disability, which interpretation should continue in the present statute.

UCA 68-3-2, UCA 31A-1-102(2), and the remedial nature of the statute mandate a liberal and equitable construction. The only construction which is liberal and equitable is \$20 per day of disability.

The reference to 365 days in "\$20 per day for a maximum of 365 days" implies a maximum of one year and corresponds to the one-year limit on lost wage compensation. A one-year limit is logically consistent with days of disability which tend to be contiguous, but is inconsistent with days of services which tend to be non-contiguous.

The No-Fault Household Services Allowance is not concerned with the source of services. Services by family members and restaurants are compensable.

ARGUMENT

The No-Fault Household Services Allowance Statute is Ambiguous.

The No-Fault Household Services Allowance statute is ambiguous in that it allows up to "\$20 per day for a maximum of 365 days" but does not state whether it is \$20 per day of disability or \$20 per day of services.

If the statute means days of disability, then Phoenix is in error in its interpretation. Fifteen days of disability should authorize up to \$300 "for services actually rendered or expenses reasonably incurred" without regard to whether such services or expenses exceeded \$20 on a given day. Thus, if an insured is disabled for fifteen days, she could hire a housekeeper to come every other day to do four hours work at \$10 per hour without exceeding the allowance.

Phoenix interprets the allowance to mean \$20 per day of services. In its view, the disabled insured who hires a housekeeper to come every other day at \$10 per hour can only receive two hours of work per visit without exceeding the allowance.

Prior Statutes Indicate Days
of Disability Were Intended.

UCA 68-3-6 (set out in "Statutory References") directs that the present No-Fault Household Services Allowance, so far as it is the same as any prior statute, shall be construed as a continuation of earlier statutes and not as a new enactment. The first such statute known to counsel is UCA 31-41-6(1)(b)(ii), enacted in Laws 1973 (set out in "Statutory References"). This provision gave an injured insured a benefit of "\$12 per day" in lieu of reimbursement for expenses to replace lost services and regardless of whether expenses were actually incurred. In Wilde vs. Mid-Century Insurance, 635 P.2d 417 (Utah 1981), the Court stated:

The benefit provided under the No-Fault Act entitled plaintiffs to recover \$12 per day for a maximum of 365 days simply by a showing that Carriellee was disabled so that she could not perform household services which "but for the injury, [she] would have performed for [her] household." Wilde, supra, at 420.

The 1973 statute was amended by Laws 1979 (set out under "Statutory References") to limit the benefit to an

"allowance not exceeding \$12 per day for services actually rendered or expenses reasonably incurred." The point of the amendment was to stop providing benefits where no services were rendered or expenses incurred. It did not limit benefits to \$12 per day of services.

Laws 1985 repealed the No-Fault Household Services Allowance then re-enacted a similar provision which has remained unchanged. This current statute provides "a special damage allowance not exceeding \$20 per day for a maximum of 365 days, for services actually rendered or expenses reasonably incurred" Once again, it did not limit benefits to \$20 per day of services.

Liberal and Equitable Interpretations
Requires Days of Disability.

UCA 68-3-2 (set out in "Statutory References") provides that the No-Fault Household Services Allowance is to be "liberally construed with a view to effect the objects of the statutes and to promote justice." UCA 31A-1-201(1) and 31A-1-102(2) (set out in "Statutory References") mandate a liberal construction to "insure that policyholders, claimants, and insurers are treated fairly and equitably; . . ."

A liberal and equitable construction of the No-Fault Household Services Allowance should avoid the unjust, absurd, and unreasonable consequences which flow from the "\$20 per day of services" interpretation. Assume, for argument's sake, that

housecleaning services cost \$10.00 an hour. If a housewife is injured in an automobile accident and seeks the No-Fault Household Services Allowance, she must arrange to have the cleaner come for only two hours each day (which the cleaner may not be willing to do) under Phoenix's interpretation. If she has the cleaner come for four hours every other day or for eight hours every four days, her benefit is halved or quartered although she has received exactly the same amount of service. Why should an insured be penalized for hiring help once a week instead of multiple short visits?

Assume again that four helpful neighbors each provide a dinner on the same day and that each dinner represents \$10 of services. One dinner is eaten on the first day and the other three are saved for the succeeding three nights. Under the "\$20 per day of services" interpretation, only \$20 is payable even though \$40 would be payable had the neighbors each prepared a dinner on a different night.

No worthy policy is served by limiting benefits to \$20 per day of services. It penalizes reasonable behavior, traps the unwary, and creates an administrative nightmare for the injured party. Its sole redeeming "virtue" is minimizing the benefits mandated by the legislature. Even that "virtue" may be imaginary, as pointed out in Gulla, below.

The "\$20 per day of disability" interpretation provides a far more just and reasonable result. Injured persons have a budget which is directly related to their days of disability. This budget can be applied to "services actually rendered or expenses reasonably incurred" in whatever manner is the most appropriate under the circumstances.

The Superior Court of New Jersey considered a similar question in Gulla vs. Allstate Insurance Company, 180 N.J. Super. 413, 434 A.2d 1158 (1981). Gulla interpreted a New Jersey statute providing for no-fault essential services benefits. Determining that the statute was remedial and was to be given liberal construction, the court interpreted the statute to permit recovery of either \$12.00 per day for each day of disability, whether or not payment for services was made on a daily basis, or \$4,380, whichever is less:

N.J.S.A. 39:6A-4 provides:

Payment of essential services benefits to an injured person shall be made in reimbursement of necessary and reasonable expenses incurred for such substitute essential services ordinarily performed by the injured person for himself, his family and members of the family residing in the household, subject to an amount or limit of \$12.00 per day. Such benefits shall be payable during the life of the injured person and shall be subject to an amount of limit of \$4,380.00, on account of injury to any one person in any one accident.

Defendant contends that this language limits the plaintiff's recovery to \$12 for each day that actual services were performed. On this

theory she may recover only \$12 a day for services which cost her \$20-\$25. It is plaintiff's position that the statute permits a recovery of either \$12 a day for each day of the disability, whether or not payment for services was made on a daily basis, or \$4,380.00, whichever is less. The statute is remedial; it is to be given a liberal construction. Ochs v. Federal Ins. Co., 177 N.J. Supr. 19, 424 A.2d 849 (App.Div.1980).

Plaintiff's interpretation satisfies that rule of construction. Nothing in the language of the law prevents that reading. It is adopted here for the purpose of calculating any recovery to which plaintiff is entitled.

This approach is in the interest of both parties. Were the statute interpreted as the defendant suggests, a knowing claimant, who needed essential services of only one day a week, would have them performed over seven short days instead of one long one, recovering \$84 (7 x \$12) instead of the one day cost of \$20-\$25. Excessive recoveries will not be permitted under the rule here adopted: only "necessary and reasonable expenses" may be reimbursed. Gulla, 1159-60.

Days of Disability is the
Logical Interpretation.

The provisions of UCA 31A-22-307(1)(b) are directed to two benefits: compensation of lost wages and compensation for lost household services. The lost wage benefit is provided for "52 consecutive weeks" while the lost household services benefit is for "\$20 per day for a maximum of 365 days." It would seem that both provisions are directed to the first year after injury.

If "\$20 per day of services" was intended, the benefit would not be limited to one year after the injury. It would instead continue until there had been 365 days of services. Such

an interpretation is inconsistent with the clear calendar year limit on the wage benefit and the three-day waiting period found in both provisions.

The No-Fault Household Services
Allowance is Not Concerned with the
Source of Replacement Services.

Even a casual reading of the three household services statutes indicates that they have no restrictions on the source of replacement services. As pointed out in Jamison vs. Utah Home Fire Insurance, 559 P.2d 958 (Utah 1977) and Robinson vs. Hreinson, 17 Utah 2d 261, 409 P.2d 121 (1965), an insurance company cannot claim the benefit of services rendered gratuitously by friends and relatives.

CONCLUSION

The case on appeal, by itself, would be difficult to justify as an economic activity. The No-Fault Household Services Allowance presents, at most, a \$7,300 issue to any given insured and will hopefully be for less in most cases. In the aggregate, however, the issue is larger because it affects so many insureds, most of whom are ill-equipped to pursue this matter in the courts. The frequency with which this statute is applied cries out for authoritative resolution of the fundamental question of how benefits are to be calculated.


In curing this lack of authoritative interpretation, the Court of Appeals has an opportunity which the Third District

Court did not. This Court's opinion can be published in the usual reporters and become a valuable reference for both insurance companies and insureds.

The opinion rendered by the Court should take into account prior legislation on the household services allowance. It should interpret the statute in a manner that is logical, equitable, and liberal. It should determine that the allowance is based upon days of disability, not days of service.

Respectfully submitted this 22nd day of November, 1989.

TANNER, BOWEN & TANNER

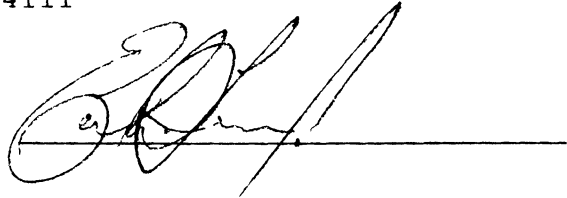
By 

Earl D. Tanner, Jr.
Attorney for Appellant

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of November, 1989, four true and correct copies of the foregoing instrument were sent, postage prepaid, in the United States mail, to the following:

Paul S. Felt
RAY, QUINNEY & NEBEKER
Attorneys for Defendant-Respondent
400 Deseret Building
79 South Main Street
Salt Lake City, Utah 84111



HOUSEHOLD SERVICES WORKSHEET

Insured: Kim Tanner

CLAIM NUMBER: GV77731

DATE OF LOSS: 6/16/88

POLICY LIMIT: \$20/day

PERIOD OF DISABILITY: 6/16/88 TO 10/1/88

SYMBOL KEY FOR SERVICES RENDERED:

House work - HW
Meals - M
Yard work - Y
Cleaning & Laundry - C+L
Tending - T

DATE	SERVICE RENDERED	PROVIDER OF SERVICE	TIME	RATE	COST	AMOUNT PAID
6/17	HW	Earl Tanner	10 hr	5/hr	50 ⁰⁰	
	C+L	Michelle Horvey	6 hr	5/hr	30 ⁰⁰	
					80 ⁰⁰	20 ⁰⁰
6/18	HW	Earl Tanner	4 hr	5/hr	20 ⁰⁰	20 ⁰⁰
6/19	HW	Earl Tanner	4 hr	5/hr	20 ⁰⁰	20 ⁰⁰
6/20	HW	Earl Tanner	2 hr	5/hr	10 ⁰⁰	
	C+L	Donna N. LaFay	3.6 hr	5/hr	18 ⁰⁰	
	Y	April Clements	2.0 hr	5/hr	10 ⁰⁰	
					38 ⁰⁰	20 ⁰⁰
6/21	HW	Earl Tanner	2 hr	5/hr	10 ⁰⁰	
	C+L	Donna N. LaFay	6 hr	5/hr	30 ⁰⁰	
	M	Carol Pease	2.6	5/hr	13 ⁰⁰	
	Y	April Clements	2	5/hr	10 ⁰⁰	
					53 ⁰⁰	20 ⁰⁰
6/22	H.W.	Earl Tanner	2	5	10 ⁰⁰	10 ⁰⁰
6/23	HW	Earl Tanner	2	5	10 ⁰⁰	
	Y	Lurey Moxey	2.2	5	12 ⁰⁰	
	Meals	Gillian Terry	2	5	10 ⁰⁰	
					32 ⁰⁰	20 ⁰⁰
6/24	HW	Earl Tanner	4	5	20 ⁰⁰	
	M	Thomas of Orient	Admission		12 ⁰⁰	
	T	Gillian Terry	4.4	5	22 ⁰⁰	
					52 ⁰⁰	20 ⁰⁰
6/25	H.W.	Earl Tanner	4	5	20 ⁰⁰	20 ⁰⁰
6/26	H.W.	Earl Tanner	4	5	20 ⁰⁰	
	C+L	Nathaniel Brown	6	5	30 ⁰⁰	
					50 ⁰⁰	20 ⁰⁰
6/27	H.W.	Earl Tanner	4	5	20 ⁰⁰	
	C+L	Kallene Tanner	6.7	5	33 ⁵⁰	
	T	Gillian Terry	3	5	15 ⁰⁰	
					68 ⁵⁰	20 ⁰⁰
6/28/88	H.W.	Earl Tanner	2	5	10 ⁰⁰	
	T	Mary Lou Tanner	6	5	30 ⁰⁰	
	Y	April Clements	3	5	15 ⁰⁰	
					55 ⁰⁰	20 ⁰⁰
	OVER					

\$230⁰⁰ or

HOUSEHOLD SERVICES WORKSHEET CONT

INSURED: Kim Tanner

CLAIM NUMBER CV77731

DATE	SERVICE RENDERED	PROVIDER OF SERVICE	TIME	RATE	COST	AMOUNT PAYABLE
6/24	H.W.	Earl Tanner	21	5	5 ⁰⁰	
	T	Mary Lou Tanner	26	5	30 ⁰⁰	
	M	Chris Schmidt	03	5	15 ⁰⁰	
					50 ⁰⁰	20 ⁰⁰
6/20	H.W.	Earl Tanner	2	5	10 ⁰⁰	
	C.H.	Donna Nifola	4	5	20 ⁰⁰	
	M	Chi Chi's	Adjusted		6 ⁰⁰	
	T	MARY LOU Tanner	6	5	30 ⁰⁰	
	Y	Corey Money	2.4	5	12 ⁰⁰	
					78 ⁰⁰	20 ⁰⁰
7/1/88	H.W.	Earl Tanner	2	5	10 ⁰⁰	10 ⁰⁰
7/2/88	H.W.	Earl Tanner	2	5	10 ⁰⁰	10 ⁰⁰
7/3/88	H.W.	Earl Tanner	3	5	15 ⁰⁰	
	C.H.	Donna Nifola	4	5	20 ⁰⁰	
					35 ⁰⁰	20 ⁰⁰
7/4/88	H.W.	Earl Tanner	3.1	5	15 ⁰⁰	
	M	Hentucky Fried Chicken	Adj		5 ⁰⁰	
					90 ⁰⁰	20 ⁰⁰
7/5/88	H.W.	Earl Tanner	5	5	25 ⁰⁰	20 ⁰⁰
7/6/88	H.W.	Earl Tanner	3	5	15 ⁰⁰	
	T	Colleen Terry	1.2	5	6 ⁰⁰	
					81 ⁰⁰	20 ⁰⁰
7/7/88	H.W.	Earl Tanner	2	5	10 ⁰⁰	
	Y	Corey Money	3	5	15 ⁰⁰	
					25 ⁰⁰	20 ⁰⁰
7/8	H.W.	Earl Tanner	4	5	20 ⁰⁰	
	M	Lynne Hurdy	2	5	10 ⁰⁰	
	M	Pizza Hut	Adj		6 ⁰⁰	
					36 ⁰⁰	20 ⁰⁰
7/9	H.W.	Earl Tanner	3	5	15 ⁰⁰	
	C.H.	Michelle Harvey	4	5	20 ⁰⁰	
					35 ⁰⁰	20 ⁰⁰
7/10	H.W.	Earl Tanner	3	5	15 ⁰⁰	15 ⁰⁰
7/11	H.W.	Earl Tanner	3	5	15 ⁰⁰	
	M	Louise Miller	2.4	5	12 ⁰⁰	
					42 ⁰⁰	20 ⁰⁰
7/12	H.W.	Earl Tanner	2	5	10 ⁰⁰	
	M	Tathan Rowley	1.4	5	7 ⁰⁰	
	M	Jan Thomas	1.4	5	7 ⁰⁰	
	Y	April Clements	2.5	5	12 ⁵⁰	
					36 ⁵⁰	20 ⁰⁰
7/13	H.W.	Earl Tanner	2	5	10 ⁰⁰	
	M	Pavlette Supus	2	5	10 ⁰⁰	
	C.H.	Keri Yeo Pali	12.5	5	62 ⁵⁰	
					82 ⁵⁰	20 ⁰⁰
7/14	H.W.	Earl Tanner	2	5	10 ⁰⁰	
	M	Carol Meale	3	5	15 ⁰⁰	
					25 ⁰⁰	20 ⁰⁰
7/15	H.W.	Earl Tanner	2	5	10 ⁰⁰	
	M	Linda Bair	3	5	15 ⁰⁰	
					25 ⁰⁰	20 ⁰⁰

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HOUSEHOLD SERVICES WORKSHEET CON'T

INSURED: Kim Tanner

CLAIM NUMBER 6477731

DATE	SERVICE RENDERED	PROVIDER OF SERVICE	TIME	RATE	COST	AMOUNT PAYABLE
7/16	H W	EARL TANNER	2	5	10 ⁰⁰	
	C & L	Michelle Honey	48	5	24 ⁰⁰	
	M	Shari Peterson	1	5	5 ⁰⁰	
					39 ⁰⁰	20 ⁰⁰
7/17	H W	EARL TANNER	2	5	10 ⁰⁰	10 ⁰⁰
7/18	C & L	Kelcen Larson	6.4	5	32 ⁰⁰	24 ⁰⁰
7/19	C & L	Luvise Miller	6	5	30 ⁰⁰	20 ⁰⁰
7/21	C & L	Kari Ysaoli	12.2	5	61 ⁰⁰	
	Y	Cory Money	2.4	5	12 ⁰⁰	
					73 ⁰⁰	20 ⁰⁰
7/25	C & L	Luvise Miller	13.2	5	66 ⁰⁰	20 ⁰⁰
7/26	M	Curti Peace	3	5	15 ⁰⁰	15 ⁰⁰
7/27	M	Lilliane Tan	Adj.		6.50	
	C & L	Michelle Honey			13 ⁰⁰	
					19.50	19.50
7/28	Y	Cory Money	2.6	5	13 ⁰⁰	13 ⁰⁰
7/29	C & L	Kari Ysaoli	10	5	50 ⁰⁰	24 ⁰⁰
7/31	C & L	Danna Mikala	6	5	30 ⁰⁰	20 ⁰⁰
8/1	C & L	Michelle Honey	4.4	5	22 ⁰⁰	20 ⁰⁰
8/2	C & L	Danna Eason	7.2	5	36 ⁰⁰	20 ⁰⁰
	M	Coralyn Peterson	5.36	5	18 ⁰⁰	
					54 ⁰⁰	20 ⁰⁰
8/4	M	Kathy McConnelley	2.5	5	12.50	12.50
8/5	C & L	Kari Ysaoli	12.6	5	63 ⁰⁰	
	M	Joe Morely	Adj.		5 ⁰⁰	
	Y	Cory Money	2.4	5	12 ⁰⁰	
					90 ⁰⁰	20 ⁰⁰
8/8	C & L	Kelcen Larson	6.8	5	34 ⁰⁰	20 ⁰⁰
						295 ⁰⁰
						230 ⁰⁰
						315 ⁰⁰
						245 ⁰⁰
						540 ⁰⁰