

**IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO**

J. LEE COVINGTON II, :  
Ohio Superintendent of Insurance, :  
in his Capacity as Rehabilitator of :  
Renaissance Health Plan, Inc. :  
 :  
Plaintiff, :  
 :  
vs. :  
 :  
RENAISSANCE HEALTH PLAN, INC. :  
 :  
Defendant. :

CASE NO. 02CVH08-9275

JUDGE TRAVIS

FILED  
 COMMON PLEAS COURT  
 FRANKLIN COUNTY, OHIO  
 10:11 AM NOV - 6 2002  
 CLERK OF COURTS - CV

**FINAL ORDER OF LIQUIDATION AND APPOINTMENT OF LIQUIDATOR  
ON BEHALF OF RENAISSANCE HEALTH PLAN, INC.**

This cause came before this Court on the Motion of J. Lee Covington II, Ohio Superintendent of Insurance (“Plaintiff”), and Rehabilitator of Defendant Renaissance Health Plan, Inc. (“Defendant RHP”), pursuant to R.C. 3903.16(A), seeking a Final Order of Liquidation and Appointment of Liquidator with respect to Defendant. Plaintiff appeared by and through the Ohio Attorney General, Betty D. Montgomery.

After having heard and considered the facts set forth in Plaintiff’s Motion, this Court finds that the law and facts are as Plaintiff has alleged in his motion and that there exists a present and urgent necessity for the immediate entry of this Order. This Court further finds that:

1. Plaintiff is the duly appointed Superintendent of Insurance for the State of Ohio and is charged with the responsibility of executing and enforcing the insurance laws of this state pursuant to R.C. 3901.011.

2. Defendant RHP is a domestic “insurer” and a health insuring corporation as defined in R.C. Sections 3903.01(L) and 1751.01 (N) respectively, and, pursuant to R.C. 1751.42, is subject to proceedings authorized by R.C. 3903.01 to 3903.59, entitled the “Insurer’s Supervision, Rehabilitation and Liquidation Act.”

3. On August 22, 2002, Judge Crawford, acting as the Duty Judge, entered an order placing Defendant RHP into rehabilitation, specifically conditioned upon further review of that order by this Court. On September 3, 2002, this Court issued a Final Order Appointing Rehabilitator which placed Defendant RHP into rehabilitation pursuant to R.C. 3903.13 and contained, *inter alia*, the following findings: Defendant RHP is in such condition that the further transaction of business would be financially hazardous to its creditors and/or the public, as described under R.C. 3903.12(A).

4. In addition to the findings made in those August 22, 2002 and September 3, 2002 orders, the Court finds that Defendant RHP is insolvent as defined in R.C. 3903.01(K).

5. Defendant RHP is in such condition that further attempts to rehabilitate it would substantially increase the risk of loss to its policyholders, creditors and/or the public, or would be futile, as described in R.C. 3903.16(A).

6. Defendant RHP, its shareholders, members, officers, directors, agents, employees, partners, representatives and those acting in concert with them should be enjoined and restrained from conducting, operating or engaging in the business of insurance or any other business of Defendant RHP under any charter, permit, license, registration, certificate of authority, power or privilege of Defendant RHP, and all shareholders, members, officers, directors, employees, representatives, banks, savings and loan associations, corporations, depositors, employers' welfare trusts, unions, brokers, agents, reinsurers, and other legal entities should be enjoined and restrained

from removing or disposing of any of the assets, books, records, including those in written, printed, and/or electronic form, or any other property of Defendant RHP, or of any debt or claim owed to, by or for said Defendant RHP, without the express written authorization of the Liquidator.

7. Without the appointment of a Liquidator, Defendant RHP may cause harm to the interests of its creditors and/or the public in general, and that unless restrained, Defendant RHP will be forced to operate in a condition contrary to the best interests of its creditors and the general public.

Based upon the foregoing and this Court's review of applicable statutory provisions, it is hereby FOUND, ORDERED, ADJUDGED and DECLARED as follows:

1. Sufficient cause exists for the liquidation of Defendant RHP:

- a) The grounds for Rehabilitation found in this Court's earlier Order of Rehabilitation continue to exist and therefore form a basis for liquidation under R.C. 3903.17(A);
- b) Defendant RHP is insolvent and is therefore subject to liquidation under R.C. 3903.17(B); and
- c) Defendant RHP is in such condition that the further transaction of business would be hazardous, financially or otherwise, to its policyholders, creditors and/or the public and is therefore subject to liquidation under R.C. 3903.17(C).

Defendant RHP is therefore ordered into liquidation pursuant to R.C. Chapter 3903.

2. J. Lee Covington II, Ohio Superintendent of Insurance, and his successors in office, is appointed Liquidator of Defendant RHP for the purpose of the liquidation of Defendant RHP pursuant to the provisions of R.C. Chapter 3903. Pursuant to R.C. 3903.21 (A)(1), the Liquidator appoints Douglas L. Hertlein as Chief Deputy Liquidator. The Liquidator, any Deputy Liquidator and any employee who serves under the Liquidator is provided the indemnification specified in R.C. 3903.07.

3. The Liquidator shall forthwith take and secure possession of all assets and property of Defendant RHP, of every kind whatsoever and wherever located, whether in the possession of Defendant RHP or its shareholders, members, officers, directors, employees, accountants, consultants, attorneys, agents, parents, subsidiaries, affiliated corporations or those acting in concert with any of these persons, and any other persons, including, but not limited to, all property, offices maintained by Defendant RHP, contracts, deposits, stocks, securities, rights of action, accounts, documents, papers, evidences of debt, bonds, debentures, mortgages, furniture, fixtures, office supplies, safe deposit boxes, legal/litigation files, accounting/audit files, and all books and records, whether in written, printed and/or electronic form, of Defendant RHP, wherever located, and administer them under the general supervision of the Court.

4. The Liquidator is vested by operation of law with the title to all assets of Defendant RHP, including, but not limited to, all property, deposits, stocks, securities, contracts, rights of action, accounts, documents, papers, evidences of debt, bonds, debentures, mortgages, furniture, fixtures, office supplies, safe deposit boxes, legal/litigation files, accounting/audit files, books, records, whether in written, printed and/or electronic form, and all other assets of Defendant RHP, wherever located, as of the date of the entry of this Order of Liquidation, and is authorized to deal with same in his own name as Liquidator.

5. The Liquidator is directed to collect and liquidate the assets of Defendant RHP, including but not limited to, any funds held by Defendant RHP's agents, subagents, producing agents, brokers, reinsurers, reinsurance intermediaries, reinsurance pools, solicitors, service representatives, or others under agency contracts or otherwise, which are due and unpaid to Defendant RHP, including premium, unearned commissions, agents' balances and agents' reserve

funds, reinsurance recoveries and “funds held” by reinsurers.

6. The Liquidator is vested with the right, title and interest in all funds recoverable under the treaties, contracts and agreements of reinsurance heretofore entered into by Defendant RHP, as the ceding insurer, and all reinsurers, reinsurance pools, brokers, or other persons involved with Defendant RHP are permanently restrained and enjoined from making, attempting to make, or encouraging others to make, any settlements with any claimant, policyholder or any person or entity other than the Liquidator, without the prior written permission or consent of the Liquidator; provided, however, that a guaranty association or foreign guaranty association may settle its covered obligations with appropriate claimants and others.

7. The Liquidator is authorized to take such action as he considers necessary or appropriate to liquidate Defendant RHP, including but not limited to all of the powers granted under R.C. §3903.21 or otherwise and the following:

(a) Appoint one or more special deputies to act for him under R.C. Sections 3903.01 to 3903.59, and determine the deputies' reasonable compensation. Special deputies have all the powers of the Liquidator and shall serve at the pleasure of the Liquidator;

(b) Without prior notice to or approval by the Court, employ personnel and agents, actuaries, accountants, appraisers, consultants and such other personnel as he may consider necessary to assist in the liquidation;

(c) Fix the reasonable compensation of employees and agents, actuaries, accountants, appraisers, consultants and other personnel with the approval of the Court, which approval shall be obtained by the Court's approval of the Liquidator's accountings filed pursuant to R.C. §3903.18(E) which shall be submitted semi-annually to the Court in the form of a statement of receipts and disbursements of the Liquidator;

(d) Pay reasonable compensation to persons appointed and employed from the funds or assets of Defendant RHP, as well as all other administrative expenses incurred in taking possession of, conserving, collecting, conducting, liquidating, disposing of or otherwise dealing with, the business and property of Defendant RHP. In the event that the property of Defendant RHP does not contain sufficient cash or liquid assets to defray the administrative costs incurred, the Superintendent of Insurance may advance the administrative costs so incurred out of any appropriation for the maintenance of the Department of Insurance. Any amounts so advanced for administrative expenses shall be repaid to the Superintendent for the use of the Department of Insurance out of the first available money of Defendant RHP;

(e) Adopt such Administrative Operating Procedures, from time to time, as are necessary to aid in the efficient, economic and effective administration of the liquidation of Defendant RHP, subject to the approval of such procedures by the Court;

(f) Hold hearings and take depositions, subpoena witnesses to compel their appearance, administer oaths, examine any person under oath and compel any person to subscribe to its testimony after it has been correctly reduced to writing, and in connection therewith require the production of any books, papers, records or other documents, whether in written, printed and/or electronic form, which he considers relevant to the inquiry;

(g) Collect all debts and monies due and claims belonging to Defendant RHP, wherever located, which in the judgment of the Liquidator are economically feasible to collect. For this purpose, the Liquidator may do any of the following:

(i) Institute timely actions in other jurisdictions, including any actions necessary to forestall garnishment and attachment proceedings against such debts;

(ii) Do such other acts as are necessary or expedient to collect, conserve or

protect Defendant RHP's assets or property, including the power to sell, compound, compromise or assign debts for purposes of collection and settle claims of Defendant RHP or its estate upon such terms and conditions as the Liquidator considers best;

(iii) Pursue any creditors' remedies available to enforce claims of Defendant RHP or its estate;

(h) Conduct public or private sales of the property of Defendant RHP;

(i) Use assets of the estate of Defendant RHP to transfer policy obligations to a solvent assuming insurer, if the transfer can be arranged without prejudice to applicable priorities under R.C. 3903.42;

(j) Acquire, hypothecate, encumber, lease, improve, sell, transfer, abandon or otherwise dispose of or deal with, any property of Defendant RHP at its market value or upon such terms and conditions as are fair and reasonable. The Liquidator may execute, acknowledge and deliver any and all deeds, assignments, releases and other instruments necessary or proper to effectuate any sale of property or other transaction in connection with the liquidation;

(k) Borrow money on the security of Defendant RHP's assets or without security and execute and deliver all documents necessary to that transaction for the purpose of facilitating the liquidation;

(l) Enter into such contracts as are determined by the Liquidator to be necessary to carry out this Order to Liquidate;

(m) Affirm or disavow any contract to which Defendant RHP is a party and the Liquidator shall not be deemed to have affirmed any contract without his having done so in a writing.

(n) Continue to prosecute and to commence in the name of Defendant RHP or in his own name any and all suits and other legal proceedings, in this state or elsewhere, and to abandon

the prosecution of claims he considers unprofitable to pursue further;

(o) If Defendant RHP is dissolved under R.C. 3903.20, to apply to any court in this state or elsewhere for leave to substitute himself for Defendant RHP as plaintiff;

(p) Prosecute any action which may exist on behalf of the policyholders, creditors, members, or shareholders of Defendant RHP against any director and/or officer of Defendant RHP or any other person;

(q) Remove any or all records, documents, whether in written, printed and/or electronic form, and any other property of Defendant RHP to the offices of the Liquidator or to such other place as may be convenient to the purposes of efficient and orderly administration of the liquidation. Guaranty associations and foreign guaranty associations shall have such reasonable access to the records of Defendant RHP as is necessary for them to carry out their statutory obligations;

(r) Deposit in one or more banks in this state such sums as are required for meeting current administration expenses;

(s) Invest all sums not currently needed, unless the Court orders otherwise;

(t) File any necessary documents for record in the office of any recorder of deeds or record office in this state or elsewhere where property of Defendant RHP is located;

(u) Assert all defenses available to Defendant RHP as against third persons, including, but not limited to, statutes of limitations, statutes of frauds and the defense of usury. A waiver of any defense by Defendant RHP after a motion for liquidation has been filed does not bind the Liquidator;

(v) Exercise and enforce all the rights, remedies and powers of any creditor, shareholder, policyholder, including any power to avoid any transfer or lien that may be given by the

general law and that is not included under R.C. 3903.26 to R.C. 3903.28;

(w) Intervene in any proceeding wherever the same is instituted that might lead to the appointment of a receiver, conservator, rehabilitator, liquidator, or trustee, and to act as the receiver, conservator, rehabilitator, liquidator, or trustee whenever the appointment is offered;

(x) Enter into agreements with any receiver, conservator, rehabilitator, liquidator, or superintendent of any other state relating to the rehabilitation, liquidation, conservation or dissolution of an insurer doing business in both states;

(y) Exercise all powers now held or hereafter conferred upon receivers, conservators, rehabilitators, or liquidators by the laws of this state not inconsistent with the provisions of R.C. 3903.01 to R.C. 3903.59;

(z) Sell, assign and transfer the Corporate Charter of Defendant RHP and any and all insurance licenses or certificates of authority held by Defendant in such a method and manner as may be approved by this Court;

(aa) Apply for and/or receive any tax refunds, credits tax loss carry-forwards or other tax benefit that would be available to Defendant RHP but for the Order of Liquidation;

(bb) The enumeration of the above described powers and authority of the Liquidator shall not be construed as a limitation upon him, nor shall it exclude in any manner his right to do such other acts not herein specifically enumerated, or otherwise provided for, as may be necessary or appropriate for the accomplishment of or in aid of the purpose of liquidation.

8. The Liquidator is hereby granted and given all powers and authority under any and all statutes and under the common law of receivers of this state authorizing the appointment of Insurance Liquidators, and, particularly, be and thereby is granted and given all powers and authority in R.C. Chapter 3903, including, without limitation, those enumerated herein.

9. Title and the right of possession to any and all statutory or special deposits made by Defendant RHP with any state, including any deposit held by the Ohio Department of Insurance, is hereby transferred to the Liquidator.

10. All shareholders, members, officers, directors, trustees, employees, brokers, agents, reinsurers of Defendant RHP, accountants, attorneys representing Defendant RHP and/or its policyholders or any other person, firm, association, partnership, corporation or other entity with authority over or in charge of any aspect of Defendant RHP's affairs, property, or assets including but not limited to, insurers, brokers, agents, trusts, banks, savings and loan associations, financial or lending institutions, stock or mutual associations, reinsurers and any parent, holding company, subsidiary or affiliated corporation or any other representative acting in concert with Defendant RHP ("Other Entities"), shall cooperate with the Liquidator in the performance of his duties. The directive "to cooperate" shall include, but not be limited to, a duty to do both of the following as required by law:

(a) Reply promptly in writing to any inquiry from the Liquidator requesting such a reply; and

(b) Make available to and deliver to the Liquidator any books, accounts, documents, agreements, records, legal/litigation files, accounting/audit files, information, whether in written, printed and/or electronic form, or any other property of, or pertaining to, Defendant RHP in his possession, custody or control.

11. No shareholder, member, officer, director, employee, consultant, accountant, attorney, parent, subsidiary or affiliated corporation, partner, agent, reinsurer, representative of Defendant RHP acting in concert with Defendant RHP or any other person, shall obstruct or interfere with the Liquidator in the conduct of his duties as Liquidator, and these persons are hereby restrained, except

under the express authorization of the Liquidator or by the further order of this Court, from doing, operating and conducting any business of or on behalf of Defendant RHP under any charter, permit, license, power or privilege, belonging to or heretofore issued by or to said Defendant RHP, and from in any manner conducting, doing or engaging in the business of insurance on behalf of Defendant RHP.

12. All persons are hereby restrained from dealing with or permitting to be done any action which might waste or dispose of the property or assets of Defendant RHP; from disposing of, using, transferring, selling, assigning, canceling, hypothecating, concealing in any manner or in any way, or exercising any alleged right of set off with respect to any books, records, legal/litigation files, accounting/audit files, whether in written, printed and/or electronic form, equipment, money, accounts, accounts receivable, stocks, bonds, assets, notes, funds or any other property or other assets of Defendant RHP, whether real, personal or mixed, or of any kind or nature, wherever situated, including any claims or causes of action that Defendant RHP might have against any person, firm, association or corporation, belonging to, owned by, in the possession of, or claimed by Defendant RHP; and disposing of any account, debt, deposit, share account, trust account, or any other asset owned, owed to, or held for the benefit of Defendant RHP, or any account held individually, jointly, or severally, for Defendant RHP, whether such account, debt, deposit, share account, trust account, or any other assets owned or held for such Defendant in the name of or for the benefit of Defendant RHP or under any other name.

13. All shareholders, members, officers, directors, employees, agents, servants, accountants, attorneys, reinsurers, creditors, representatives of Defendant RHP and those acting in concert with Defendant RHP and Other Entities as described in Paragraph 9, shall, by sworn written statement, upon the request of the Liquidator, inform the Liquidator of the nature, description and

location of all assets or other property of Defendant RHP not located on the premises of Defendant RHP including, but not limited to, all bank accounts, safe deposit boxes, safes, stock certificates, bonds, certificates of deposit, cash, security, legal/litigation files, accounting/audit files, or any other property, real, personal, or mixed, and these persons are specifically ordered and enjoined from disposing of, using or concealing in any manner or in any way the assets, books, property, records, legal/litigation files, accounting/audit files, or reports of Defendant RHP except under the express authorization of the Liquidator or by the further order of this Court.

14. All banks, savings and loan associations, trust companies, agents, accountants, attorneys or any other persons, firms, corporations, associations, reinsurers, depositories, employers, unions, brokerage houses, welfare trusts, or other legal entities, are hereby restrained as follows:

(a) From disposing of, using, releasing, transferring, withdrawing, withholding, allowing to be withdrawn or concealing in any manner or in any way the property or assets of Defendant RHP, of any kind or nature whatsoever, wherever situated, including but not limited to any account, debt, deposit, share account, trust account, or any other asset owned by, owed to or held for the benefit of Defendant RHP or any account, debt, share account, trust account, or other assets owned or held individually, jointly, or severally, for Defendant RHP, whether such account, debt, deposit, share account, trust account, or other asset is owned or held for such Defendant, in the name of or for the benefit of said Defendant or under any other name, except under the express written authorization of the Liquidator or by the further order of this Court;

(b) From doing anything, directly or indirectly, to prevent the Liquidator from acquiring all property, assets, books, documents, legal/litigation files, accounting/audit files, or records, whether in written, printed and/or electronic form, which are the property or assets of Defendant RHP, and/or have been ordered to be tendered to the Liquidator by the provisions of this

Order or other order of this Court, under whatever name such books, documents, legal/litigation files, accounting/audit files, or records, whether in written, printed and/or electronic form, may be filed or found or wheresoever such books, documents, legal/litigation files, accounting/audit files, or records, whether in written, printed and/or electronic form, may be found or situated; and from doing anything, directly or indirectly, to prevent the Liquidator from gaining access to, acquiring, examining or investigating all other books, documents, legal/litigation files, accounting/audit files, or records, whether in written, printed and/or electronic form, pertaining to or concerning Defendant RHP or its affairs, under whatever name such books, documents, legal/litigation files, accounting/audit files, or records, whether in written, printed and/or electronic form, may be filed or found or wheresoever such books, documents, legal/litigation files or records, whether in written, printed and/or in electronic form, may be found or situated;

(c) From interfering in any way with the lawful acts of the Liquidator who has been appointed herein or from disposing of, converting, dissipating, or concealing in any manner or in any way any of the assets, books, property, legal/litigation files, accounting/audit files, records, or reports, whether in written, printed and/or electronic form, of Defendant RHP;

15. The Liquidator shall take all steps necessary to place all bank accounts, stock certificates, securities, certificates of deposit and other financial instruments of Defendant RHP into his own name, and shall use any accounts of Defendant RHP, and shall keep a true and correct account of any and all receipts or expenditures which he shall make as Liquidator in the course of the liquidation of said business.

16. All agents, brokers, premium finance companies, or any other persons responsible to Defendant RHP for the payment of premium and unearned commission, as shown on the records of Defendant RHP, shall pay to the Liquidator any unpaid earned premiums or unearned commissions

due Defendant RHP at the time of the entry of this Order.

17. All agents and brokers of Defendant RHP are enjoined and restrained from returning to policyholders/insureds or premium finance companies, any money in their possession collected for premiums, and all premium finance companies which have entered into contracts to finance premium for a policy which has been issued by Defendant RHP is enjoined from returning to policyholders/insureds any such premiums or any money in their possession, and that such agents, brokers and premium finance companies shall turn over all such funds in their possession to the Liquidator.

18. Defendant RHP and its respective shareholders, members, officers, directors, agents, employees, attorneys and all other persons are enjoined from bringing or further prosecuting any action or claim for relief, counterclaim, setoff, cross claim, third party complaint, or otherwise, at law or in equity or other proceeding against Defendant RHP or the Liquidator, or from in any way interfering with the Liquidator's conduct of the business of Defendant RHP, or from obtaining preferences, judgments, attachments, or other like liens or the making of any levy against Defendant RHP or its property and assets while in possession and control of the Liquidator, or from in any way interfering with the Liquidator in his gaining possession or control of or in his right, title and interest to the property, books, records and all other assets of Defendant RHP.

19. No civil action shall be commenced against Defendant RHP or the Liquidator, whether in this state or elsewhere, nor shall any such existing actions be maintained or further prosecuted after the entry of this Order. Whenever in the Liquidator's judgment, protection of the estate of Defendant RHP necessitates intervention in any action against Defendant RHP that is pending outside this state, he may intervene in the action. The Liquidator may defend any action in which he intervenes under this section at the expense of the estate of Defendant RHP.

20. The Liquidator is authorized to, upon or after this Order for Liquidation, within two years or such time in addition to two years as applicable law may permit, commence an action or proceeding on behalf of the estate of Defendant RHP upon any cause of action against which the period of limitation fixed by applicable law has not expired at the time of the filing of Plaintiff's Motion for an Order of Liquidation.

Where, in any agreement, a period of limitation is fixed for commencing a suit or proceeding upon any claim, or for filing any claim, proof of claim, proof of loss, demand, notice or the like, or where in any proceeding, judicial or otherwise, a period of limitation is fixed, either in the proceeding or by applicable law, for taking any action, filing any claim or pleading, or doing any action, and where in any such case the period has not expired at the date of the filing of the Motion for an Order of Liquidation, the Liquidator may, for the benefit of Defendant RHP, take any such action or do any such act, required of or permitted to Defendant RHP within a period of one-hundred eighty days subsequent to the entry of this Order for Liquidation, or within such further period as is shown to the satisfaction of the Court not to be unfairly prejudicial to the other party.

21. All persons, including policyholders, obligees, principals, creditors, stockholders of Defendant RHP and all persons asserting claims against such policyholders, are enjoined from instituting or pursuing any action or proceeding in any court or before any administrative agency, including boards and commissions administering workmen's compensation or occupational diseases or similar laws of the State of Ohio or of any other states, or of the United States, which seeks in any way, directly or indirectly, to contest or interfere with the Liquidator's exclusive right, title and interest to funds recoverable under treaties and agreements of reinsurance heretofore entered into by Defendant RHP as the ceding Insurer.

22. All of Defendant RHP's policies shall terminate pursuant to R.C. 3903.19 upon the occurrence of the lesser of:

- (a) A period of 30 days from the date of entry of this Final Order of Liquidation;
- (b) The expiration of the policy coverage; or
- (c) The date when the insured has replaced the insurance coverage with

equivalent insurance in another insurer or otherwise terminated the policy.

All policies as to which a notice of cancellation was given, on or prior to the date of entry of this Final Order of Liquidation, shall stand cancelled as of the cancellation date specified in the notice, unless said cancellation date is beyond a period of 30 days from the date of entry of this Final Order of Liquidation, and in that event subparagraph (a) above applies.

23. The Liquidator shall have the power and authority under R.C. 3903.26, 3903.27 and 3903.28 to avoid fraudulent transfers, preferential transfers and transfers that occurred after the filing of the Complaint for Rehabilitation.

24. The Liquidator is hereby authorized to do all other things permitted by law to effectuate the Liquidation of Defendant RHP.

25. All third persons dealing with interests in real property or other property of Defendant RHP are charged with notice of this order as provided in R.C. 3903.18(A).

26. Pursuant to R.C. 3903.18(E), the Liquidator shall file semi-annual accountings with the Court. The first such accounting shall cover the time period from the date this Order is entered through June 30, 2003, with subsequent accountings for periods ending December 31 and June 30 of each year thereafter.

27. All proofs of claim shall be filed with the Liquidator on or before October 31, 2003. The form and contents of the Proof of Claim is attached hereto as Exhibit A and is hereby

approved.

28. Continuous hearings concerning matters related to the Liquidation will be held by the Court on December 12, 2002 and thereafter on the second Thursday of every month, at 9:00 a.m., and at other times as may be set by the Court. If there are no matters scheduled for a particular continuous hearing, there will be no hearing. If there are matters to be heard at a continuous hearing, the Liquidator shall file with the Court and post on the Ohio Insurance Liquidator's website, a notice identifying those matters, which notice shall be so filed and posted not less than three (3) business days prior to the hearing. It is the obligation of each policyholder, creditor, or other claimant or party in interest having business with Defendant RHP or the Liquidator to check the Court calendar prior to the hearing date. Information regarding each session of such hearing will be available by calling the Court at (614) 462-3621 or by checking the website of the Ohio Insurance Liquidator at [www.ohinsliq.com](http://www.ohinsliq.com) prior to each such session. No further notice of these hearings will be given. Copies of materials filed with the Court (which will include a status of the matters scheduled to be heard) will be available at the Court for inspection and copying, at their own expense, by persons having an interest in the liquidation.

29. The Liquidator is directed to give or cause to be given notice of this Liquidation Order as required by R.C. 3903.22. The form and contents of the notice is attached hereto as Exhibit B is hereby approved.

30. Upon the issuance of this Order, the rights and liabilities of Defendant RHP and of its creditors and all other parties interested in the estate of Defendant RHP shall become fixed as of the date of this Order, except as provided in R.C. 3903.37.

31. All attorneys/law firms who are either providing or have provided representation or other legal services to Defendant RHP, shall tender over possession and control to the Liquidator

within five working days from the receipt of notice of this Order, all legal/litigation files and all other pleadings, memoranda, discovery, motions, notes, correspondence, emails, photographs, videotapes, physical evidence, property, documents, records, reports and files which are in its possession or control and which are related to the providing of representation or other legal services to Defendant RHP or to any Defendant RHP insured by virtue of its policy with Defendant RHP.

32. This Court requests that, in all actions or proceedings pending or hereafter filed outside of the State of Ohio, involving Defendant RHP, full faith and credit be given to this Order.

33. This Order is a final judgment, and Defendant RHP is in liquidation effective as of the date this Order is entered.

34. This Court hereby asserts and assumes sole and exclusive in rem jurisdiction over all assets and property of Defendant RHP of any kind or nature, however and wherever located, either with legal or equitable title, whether tangible or intangible, and whether held in the name of Defendant RHP or otherwise, including but not limited to, all property, contracts, deposits, securities, rights of action, accounts, safe deposit boxes and books and records of Defendant RHP (collectively the "Property"). This Court also hereby asserts and assumes sole and exclusive in rem jurisdiction, to the exclusion of all other courts or tribunals, over any and all claims to the said Property, including but not limited to any disputes as to whether a particular item or thing or asset or property is the property of Defendant RHP. Any judgment, decree, lien, arbitration award or other action affecting such claims shall not be valid as against the said Property except to the extent same has been made a judgment of this Court through appropriate proceeding before this Court.

35. This Court shall retain jurisdiction in this case for the purpose of granting such other and further relief as the nature of this case or the interests of the creditors, stockholders or the members of the public may require.

IT IS SO ENTERED THIS 6<sup>TH</sup> DAY OF NOVEMBER, 2002.

*Travis*

JUDGE TRAVIS

THE STATE OF OHIO  
Franklin County

JOHN O'GRADY, Clerk  
OF THE COURT OF COMMON  
PLEAS, COUNTY AND FOR  
SPECIAL JURY

*Order*

THIS *6<sup>th</sup>* DAY OF *Nov* 2002

By *Am*

**EXHIBIT A**

**PROOF OF CLAIM  
IN THE MATTER OF**

**DEADLINE FOR FILING OF PROOF OF CLAIM IS: \_\_\_\_\_  
SEE INSTRUCTION SHEET ON THE REVERSE SIDE.**

Type: \_\_\_\_\_  
Liquidator's No. \_\_\_\_\_ (you must reference this number in all future correspondence).

CLAIMANT'S NAME AND ADDRESS (PLEASE INDICATE CORRECTIONS TO INFORMATION IN THIS BOX)

**ALL DOCUMENTATION TO SUPPORT YOUR CLAIM MUST BE ATTACHED TO THE PROOF OF CLAIM IN ORDER FOR IT TO BE CONSIDERED**

**(CHECK APPROPRIATE BOX)**

**MEMBERS / INSUREDS / POLICYHOLDERS:**

- Claim is made for specific loss(es) or occurrence(s) arising under the coverage of the policy.  
(Attach a statement with supporting documentation for each such loss or occurrence)
- Claim is made for the return of unearned premium due to early cancellation of insurance coverage.  
Amount of Premium paid \_\_\_\_\_ Paid to what date? \_\_\_\_\_  
(Attach copies of canceled checks or other evidence of payment and evidence of replacement coverage.)

**HEALTH CARE PROVIDER CLAIMANTS**

- Claim is made by a **hospital** for health care services rendered to a member(s).
- Claim is made by a **primary care physician or a specialist** for health care services rendered to a member(s).
- Claim is made by **any other medical provider** for health care services rendered to a member(s).
- Claim is made by a **non-medical provider** for health care services rendered for a member(s).

**ALL OTHER CLAIMANTS (including former employees, agents/brokers, trade vendors, groups, etc.)**

- All Other Claimants.** (Describe nature of claim and the consideration given for it).

Amount of Claim

-
---

Do not submit a Proof of Claim unless you have a valid, substantiated claim. Only documented Proofs of Claim will be considered.

**TOTAL AMOUNT OF CLAIM \$**

**ALL PROVIDERS OF HEALTH CARE SERVICES MUST ANSWER THE FOLLOWING:**

1. Have you ever had a contract whereby you agreed to provide health care services to the members enrolled with this HMO?  
\_\_\_\_\_ Yes \_\_\_\_\_ No (Please check one).
2. If yes, what are the effective dates of your contract? \_\_\_\_\_ to \_\_\_\_\_  
Was the contract ever canceled? \_\_\_\_\_ Yes \_\_\_\_\_ No. If so, on what date? \_\_\_\_\_  
**You are required to provide a copy of all contracts between you and this HMO, and evidence of any cancellation of these contracts.**

**ALL CLAIMANTS MUST COMPLETE: (Enter "None" on each line if question does not apply to your claim)**

No part of this debt has been paid, except: \_\_\_\_\_  
There are no setoffs or counterclaims to this debt, except: \_\_\_\_\_  
There is no security for the debt, except: \_\_\_\_\_  
There is no other insurance coverage that will pay this claim, except: \_\_\_\_\_

The undersigned subscribes and affirms as true under the penalties of perjury as follows: that he/she has read the foregoing Proof of Claim and knows the contents thereof including all attached documents; that this claim is justly owing to the claimant; that there is no setoff, counterclaim or defense to the claim thereto except as above stated; that the matters set forth above and in any accompanying documents are true to the best of his/her knowledge and belief; that no payment of or on account of the aforesaid claim has been made to you except as above stated.

Name and Address of Attorney Representing You, (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Required:** Signature of Claimant, Partner, Officer, or Legal Representative / Date

\_\_\_\_\_  
Print or Type Name of Actual Person Signing

\_\_\_\_\_  
Home Telephone

\_\_\_\_\_  
Work Telephone

\_\_\_\_\_  
Social Security Number or FEIN of Claimant

**MAKE A COPY OF THIS FORM AND KEEP THE COPY FOR YOUR RECORDS**  
**RETURN TO:** Office of the Ohio Insurance Liquidator, 1366 Dublin Road, Columbus, OH 43215

(614 487-9200)

WWW.OHINSLIQ.COM

**IMPORTANT - READ CAREFULLY**

**INSTRUCTIONS FOR COMPLETING AND FILING PROOF OF CLAIM IN THE  
LIQUIDATION OF RENAISSANCE HEALTH PLAN, INC.**

1. On November 6, 2002, Renaissance Health Plan, Inc., ("Renaissance") was determined to be insolvent and ordered liquidated by Judge Travis of the Court of Common Pleas of Franklin County, Ohio, 369 S. High St., Columbus, Ohio 43215 (hereinafter referred to as the "Liquidation Court"). The Ohio Superintendent of Insurance was appointed as Liquidator. Pursuant to the Liquidation Order, all policies by Renaissance are cancelled not later than December 6, 2002. All Medicare coverage was previously cancelled as of December 31, 2001 and all Medicaid coverage was cancelled effective August 31, 2002.

The Liquidation Order enjoins all persons who have claims against Renaissance, from (1) instituting or continuing to prosecute any civil action or claim against Renaissance or the Liquidator, (2) interfering in any way with the possession, control, title, rights, and interests of the Liquidator as provided by Ohio Revised Code Sections 3903.01 to 3903.99, inclusive, or (3) taking any action which tends to give rise to waste of assets, a preference, judgment, attachment, lien or the making of a levy against Renaissance or its property or assets subject to the possession or control of the Liquidator.

2. Receipt of a Proof of Claim does not mean you have a claim. The Proof of Claim is sent to any person who might have a claim. Do not return a Proof of Claim unless you are aware of a specific claim and can factually support it. If you have no known claim, keep your Proof of Claim and file it immediately should you become aware of a claim. **IF YOU SUBMIT THE PROOF OF CLAIM AND FAIL TO ADEQUATELY DESCRIBE AND DOCUMENT YOUR CLAIM OR IF YOU FAIL TO SIGN THE PROOF OF CLAIM WITH A REAL PERSON'S NAME, YOUR PROOF OF CLAIM WILL BE REJECTED OR DENIED.**
3. **ALL MEMBERS / POLICYHOLDERS / INSURED:**
  - a. If your claim is for a specific unpaid claim, you must provide an explanation of the claim being asserted. You can submit all of your claims on one Proof of Claim. Proper documentation would include HCFA-1500 or UB-92 billing statements from your providers. If you have personally paid a covered claim, you must provide evidence of payment.
  - b. If your claim is for the return of unearned premium, you must submit all documentation evidencing proof of premium payment. If the premium was financed, you must provide the name of the premium finance company.
4. **ALL MEDICAL PROVIDERS**
  - a. If you were provided a list of claims with this Proof of Claim and you agree that the listing represents your claim against Renaissance, you can enter the total amount from the report, answer all the questions on the Proof of Claim, have the Proof of Claim signed by an authorized person, and return the proof of claim with the listing attached.
  - b. If you did not receive a listing with the Proof of Claim or if you have additional claims, that are not on the listing, that have not been previously paid or declined by Renaissance, you should attach the additional claim(s), only, to the Proof of Claim, enter the total amount of all your claims on the Proof of Claim, answer all the questions on the Proof of Claim, have the Proof of Claim signed by an authorized person, and return the Proof of Claim.
5. **ALL OTHER CLAIMANTS** should check the appropriate box, enter the amount claimed, and provide full documentation to support the claim. If you have more than one claim against Renaissance, you only need to submit one Proof of Claim with documentation for all your claims attached. This group of claimants would include former Renaissance employees, agents/brokers, trade vendors, groups, etc.
6. **ANY PERSON FILING A CLAIM** (the "claimant") must fill in his/her Social Security or FEIN number, phone number, and **must sign** and date the Proof of Claim with his/her actual name. An authorized representative of a partnership/ company/ corporation must sign the Proof of Claim with his/her actual name. If an attorney represents you in this matter, you should provide your attorney's name and address in the space provided.
7. All written instruments, including but not limited to, collection notices, letters of intent to sue, summons and complaints, and your description or explanation of the claim must be filed with your Proof of Claim. If such instruments are lost or destroyed, a statement of that fact and the circumstances of such loss or destruction must be filed.
8. **THE DEADLINE FOR FILING OF CLAIMS OCTOBER 31, 2003.** If a replacement Proof of Claim is needed, please make your request in writing or via the Liquidator's website at [www.ohinsliq.com](http://www.ohinsliq.com) stating your name and address at least twenty (20) days prior to the deadline. If you discover you have a claim after the deadline, please fill out this Proof of Claim or request from the Liquidator a new Proof of Claim and send it to the Liquidator at the address indicated below.
9. **CHANGE OF ADDRESS:** If you move after sending in your Proof of Claim form, please provide the Liquidator, in writing or via the Liquidator's website at [www.ohinsliq.com](http://www.ohinsliq.com), your new address. Failure to do so may result in your claim being barred from participating in any distribution of assets. Be sure to include the Liquidator's Number with your correspondence.
10. **GENERAL INFORMATION.** All claims will be independently evaluated by the Liquidator during the normal course of the Liquidation proceeding. After all claims have been evaluated and approved by the Liquidation Court, allowed claims will be paid by priority levels established under Ohio law and to the extent the estate has available funds. The Liquidator will not know the distribution percentage that can be paid on any individual claim until all claims are evaluated and all assets converted to cash. This process may take a number of years after the deadline for filing Proofs of Claim and the Liquidator cannot state at this time whether or when any distribution of assets will be made on allowed claims. You may find additional helpful information on our website at [www.ohinsliq.com](http://www.ohinsliq.com).

**RECEIVING OR FILING A PROOF OF CLAIM DOES NOT IMPLY  
COVERAGE OR A VALID CLAIM IN THE LIQUIDATION**

Return Your Proof of Claim & Supporting Documentation To:  
**RENAISSANCE HEALTH PLAN, INC., IN LIQUIDATION**  
1366 DUBLIN ROAD, COLUMBUS, OHIO 43215  
(614) 487-9200

**EXHIBIT B**

**RENAISSANCE HEALTH PLAN, INC.**  
**NOTICE OF LIQUIDATION ORDER, DEADLINE FOR FILING**  
**PROOFS OF CLAIM, AND CONTINUOUS HEARINGS**

**LIQUIDATION ORDER**

On November 6, 2002, Renaissance Health Plan, Inc. ("Renaissance") was determined to be insolvent and ordered liquidated by Judge Travis of the Court of Common Pleas, Franklin County, Ohio, Case No. 02CVH08-9275. J. Lee Covington, II, Ohio Superintendent of Insurance, was appointed as Liquidator pursuant to Ohio Revised Code Chapter 3903 (the "Liquidator"). It is the Liquidator's responsibility to collect assets of Renaissance and distribute them to policyholders and other creditors of Renaissance according to priorities established under Ohio law. Pursuant to the Liquidation Order, all policies by Renaissance are cancelled not later than December 6, 2002. All Medicare coverage was previously cancelled as of December 31, 2001 and all Medicaid coverage was cancelled effective August 31, 2002.

The Liquidation Order enjoins all persons from (1) instituting or continuing to prosecute any civil action or claim against Renaissance or the Liquidator, (2) in any way interfering with the possession, control, title, rights, and interests of the Liquidator as provided by Ohio Revised Code Sections 3903.01 to 3903.99, inclusive, or (3) taking any action which tends to give rise to a waste of assets, preference, judgment, attachment, lien or the making of a levy against Renaissance or its property or assets subject to the possession or control of the Liquidator. Additional information about the liquidation of Renaissance may be found at the Ohio Insurance Liquidator's website at [www.ohinsliq.com](http://www.ohinsliq.com).

**RENAISSANCE POLICYHOLDERS / MEMBERS / INSUREDS**

A Proof of Claim form must be used for making a claim for any amounts owed to policyholders, members or insureds by Renaissance. If you have a claim for unearned premium or if you have paid a covered claim, out of your pocket, and have not been reimbursed by Renaissance or if you have any other claims against Renaissance, you may request a Proof of Claim form in writing addressed to the Office of the Ohio Insurance Liquidator, 1366 Dublin Road, Columbus, OH 43215 or through the Ohio Insurance Liquidator's website at [www.ohinsliq.com](http://www.ohinsliq.com). The request for a Proof of Claim should contain your name, address, date of birth, & social security number. You should request a proof of claim form in sufficient time to receive it, complete it, and return it by mail to the Liquidator's Office by the filing deadline.

**THE DEADLINE FOR FILING PROOFS OF CLAIM IS OCTOBER 31, 2003.**

**RENAISSANCE PROVIDERS, AGENTS, EMPLOYEES, AND OTHER CREDITORS KNOWN OR REASONABLY EXPECTED TO HAVE CLAIMS AGAINST RENAISSANCE**

If the records of Renaissance indicate you are a provider, agent, or other creditor of Renaissance known to have a claim, it is anticipated that you will be mailed a Proof of Claim form by January 31, 2003, to be used in filing a claim in the liquidation proceedings. A Proof of Claim form must be used for making a claim for any amounts owed to you by Renaissance.

If you have a claim against Renaissance and you do not receive a Proof of Claim form by January 31, 2003, you should request for a Proof of Claim form in writing addressed to the Office of the Ohio Insurance Liquidator, 1366 Dublin Road, Columbus, OH 43215 or through the Ohio Insurance Liquidator's website at [www.ohinsliq.com](http://www.ohinsliq.com). The request for a Proof of Claim should contain your name, address, date of birth, & social security number. Please do not make any requests until after January 31, 2003. You should request a proof of claim form in sufficient time to receive it, complete it, and return it by mail to the Liquidator's Office by the filing deadline.

**THE DEADLINE FOR FILING PROOFS OF CLAIM IS OCTOBER 31, 2003.**

**CLAIMS PROCESSING**

The Liquidator, in the normal course of the liquidation proceeding, will independently evaluate claims made against the assets of Renaissance.

When your claim is evaluated by the Liquidator, you will be notified as to the Liquidator's determination for the allowance or disallowance of your claim, and you will have 60 days from the date of the notice in which to submit a written objection if you disagree.

After all claims have been evaluated and the amount determined and approved by the Liquidation Court, covered claims that are allowed will be paid by priority level based on available funds. The amount paid will depend on the ratio of assets to total allowed

claims by priority level. The Liquidator will not know the distribution percentage that can be paid on any individual claim until claims are evaluated and all assets converted to cash. This process may take a number of years after the October 31, 2003 deadline has passed for filing Proofs of Claim, and the Liquidator cannot state at this time if or when any distribution of assets will be made on allowed claims.

If you move prior to receiving your Proof of Claim or after filing your Proof of Claim, it is your responsibility to provide us with your new address. Failure to do so may result in your claim being barred from participating in any distribution of assets.

## **CONTINUOUS HEARINGS**

Continuous hearings concerning matters related to the Liquidation will be held by the Court on December 12, 2002, and thereafter on the 2<sup>nd</sup> Thursday of every month, at 9:00 AM., and at other times as may be set by the Court. If there are no matters scheduled for a particular continuous hearing, there will be no hearing. If there are matters to be heard at a continuous hearing, the Liquidator will file with the Court and post on the Ohio Insurance Liquidator's website, a notice identifying those matters, which notice will be so filed and posted not less than three (3) business days prior to the hearing. It is the obligation of each policyholder, creditor, or other claimant or party in interest having business with Renaissance or the Liquidator to check the Court calendar prior to the hearing date. Information regarding each session of such hearing will be available by calling the Court at (614) 462-3621 or by checking the Liquidator's website at [www.ohinsliq.com](http://www.ohinsliq.com) prior to each such session. NO FURTHER NOTICE OF THESE HEARINGS WILL BE GIVEN. Copies of materials filed with the Court (which will include a status of the matters scheduled to be heard) will be available at the Court for inspection and copying, at their own expense, by persons having an interest in the Renaissance liquidation.

**THIS NOTICE OF DEADLINE FOR FILING PROOFS OF CLAIM APPLIES TO ANY POTENTIAL CLAIMANT ASSERTING A CLAIM AGAINST RENAISSANCE. THIS TIME LIMITATION APPLIES NOTWITHSTANDING ANY STATUTE OF LIMITATIONS OTHERWISE APPLICABLE TO SUCH CLAIMS.**

J. Lee Covington, II  
Superintendent of Insurance, State of Ohio  
Liquidator of Renaissance Health Plan, Inc.  
Office of the Ohio Insurance Liquidator  
1366 Dublin Road  
Columbus, Ohio 43215  
(614) 487-9200  
[www.ohinsliq.com](http://www.ohinsliq.com)