

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

Daniel A. Speights, Individually and  
on behalf of others similarly situated,

Plaintiff(s),

vs.

Blue Cross and Blue Shield of South Carolina,  
Defendant(s).

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016-CP - 25-

Submitted By: A.G. Solomons, III  
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NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

## DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.  
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.  
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

## NATURE OF ACTION (Check One Box Below)

- |   |  |   |   |
|---|--|---|---|
| <b>Contracts</b>                                  | <b>Torts - Professional Malpractice</b>  | <b>Torts - Personal Injury</b>  | <b>Real Property</b>                                    |
| <input type="checkbox"/> Constructions (100)      | <input type="checkbox"/> Dental Malpractice (200)                                  | <input type="checkbox"/> Assault/Slander/Libel (300)  | <input type="checkbox"/> Claim & Delivery (400)         |
| <input type="checkbox"/> Debt Collection (110)    | <input type="checkbox"/> Legal Malpractice (210)                                   | <input type="checkbox"/> Conversion (310)   | <input type="checkbox"/> Condemnation (410)             |
| <input type="checkbox"/> Employment (120)         | <input type="checkbox"/> Medical Malpractice (220)                                 | <input type="checkbox"/> Motor Vehicle Accident (320)                                       | <input type="checkbox"/> Foreclosure (420)              |
| <input type="checkbox"/> General (130)            | Previous Notice of Intent Case #   | <input type="checkbox"/> Premises Liability (330)   | <input type="checkbox"/> Mechanic's Lien (430)          |
| <input type="checkbox"/> Breach of Contract (140) | 20 -NI- -  | <input type="checkbox"/> Products Liability (340)   | <input type="checkbox"/> Partition (440)                |
| <input type="checkbox"/> Other (199)              | <input type="checkbox"/> Notice/ File Med Mal (230)                                | <input type="checkbox"/> Personal Injury (350)  | <input type="checkbox"/> Possession (450)               |
|   | <input type="checkbox"/> Other (299)   | <input type="checkbox"/> Wrongful Death (360)   | <input type="checkbox"/> Building Code Violation (460)  |
|   |  | <input type="checkbox"/> Other (399)  | <input type="checkbox"/> Other (499)                    |
| <b>Inmate Petitions</b>                           | <b>Administrative Law/Relief</b>   | <b>Judgments/Settlements</b>  | <b>Appeals</b>  |
| <input type="checkbox"/> PCR (500)                | <input type="checkbox"/> Reinstate Drv. License (800)                              | <input type="checkbox"/> Death Settlement (700)   | <input type="checkbox"/> Arbitration (900)              |
| <input type="checkbox"/> Mandamus (520)           | <input type="checkbox"/> Judicial Review (810)                                     | <input type="checkbox"/> Foreign Judgment (710)   | <input type="checkbox"/> Magistrate-Civil (910)         |
| <input type="checkbox"/> Habeas Corpus (530)      | <input type="checkbox"/> Relief (820)  | <input type="checkbox"/> Magistrate's Judgment (720)  | <input type="checkbox"/> Magistrate-Criminal (920)      |
| <input type="checkbox"/> Other (599)              | <input type="checkbox"/> Permanent Injunction (830)                                | <input type="checkbox"/> Minor Settlement (730)   | <input type="checkbox"/> Municipal (930)                |
|   | <input type="checkbox"/> Forfeiture-Petition (840)                                 | <input type="checkbox"/> Transcript Judgment (740)  | <input type="checkbox"/> Probate Court (940)            |
|   | <input type="checkbox"/> Forfeiture-Consent Order (850)                            | <input type="checkbox"/> Lis Pendens (750)  | <input type="checkbox"/> SCDOT (950)                    |
|   | <input type="checkbox"/> Other (899)   | <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) | <input type="checkbox"/> Worker's Comp (960)            |
|   |  | <input type="checkbox"/> Confession of Judgment (770)                                       | <input type="checkbox"/> Zoning Board (970)             |
| <b>Special/Complex /Other</b>                     | <input type="checkbox"/> Pharmaceuticals (630)                                     | <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)        | <input type="checkbox"/> Public Service Comm. (990)     |
| <input type="checkbox"/> Environmental (600)      | <input type="checkbox"/> Unfair Trade Practices (640)                              | <input type="checkbox"/> Other (799)  | <input type="checkbox"/> Employment Security Comm (991) |
| <input type="checkbox"/> Automobile Arb. (610)    | <input type="checkbox"/> Out-of State Depositions (650)                            |   | <input type="checkbox"/> Other (999)                    |
| <input type="checkbox"/> Medical (620)            | <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) |   |   |
| <input checked="" type="checkbox"/> Other (699)   | <input type="checkbox"/> Sexual Predator (510)                                     |   |   |

Submitting Party Signature: /s/ A. Gibson Solomons, III

Date: February 3, 2017

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	FOURTEENTH JUDICIAL CIRCUIT
	)	
Daniel A. Speights, Individually and on behalf of others similarly situated,	)	Case Number 2016-CP-25-
	)	
	)	
Plaintiff,	)	SUMMONS
v.	)	
	)	
BlueCross and BlueShield of South Carolina,	)	
	)	
	)	
Defendant.	)	
	)	

**TO: THE ABOVE-NAMED DEFENDANT AND ITS ATTORNEYS:**

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscriber at his office, Post Office Box 685, Hampton, South Carolina, 29924, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in the Complaint.

SPEIGHTS & RUNYAN

By: s/A. Gibson Solomons, III  
A. Gibson Solomons, III  
Speights & Runyan  
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Post Office Box 685  
Hampton, South Carolina, 29924  
(803) 943-4444  
Attorneys for Plaintiff

Dated: February 3, 2017  
Hampton, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HAMPTON	)	FOURTEENTH JUDICIAL CIRCUIT
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Daniel A. Speights, Individually and on behalf of others similarly situated,	)	Case Number 2016-CP-25-
	)	
Plaintiff,	)	COMPLAINT
v.	)	
	)	
BlueCross and BlueShield of South Carolina,	)	
	)	
Defendant.	)	
	)	

Plaintiff, Daniel A. Speights, on behalf of himself and others similarly situated, hereby alleges as follows:

### PARTIES

1. The Plaintiff, Daniel A. Speights, is a resident of Hampton, South Carolina.
2. BlueCross and BlueShield of South Carolina (herein "BCBS") is a corporation, company, or other business entity which has been engaged in the business of providing insurance to the citizens of South Carolina.
3. The Defendant, BCBS, is a corporation with its principal place of business and its nerve center in the state of South Carolina. For purposes of jurisdiction and venue, the Defendant is a resident of South Carolina.
4. The injuries complained of below occurred in whole or in part in the State of South Carolina.



5. The Defendant has caused and will cause, and the Plaintiff has suffered and will suffer, damage and injury as a result of the acts or omissions of this Defendant.

### SUBSTANTIVE ALLEGATIONS

6. The Defendant, BCBS is in the business of providing health insurance to individuals and businesses.

7. The Plaintiff purchased a health insurance policy from the Defendant as part of a group policy provided to his business. The Plaintiff and his business negotiated for and procured what he believed to be comprehensive health care coverage.

8. The Plaintiff disputes and demands strict proof that the full policy terms were provided prior to purchase and asserts that as a matter of course, the Defendant does not provide the full terms of the policy prior to purchase.

9. The policy purchased by the Plaintiff's business is titled a Business Blue policy by the Defendant. The policy terms and practices in furtherance of those those policy terms in question in this lawsuit are the same regardless of what health insurance policy a customer purchases from the Defendant.

10. The fundamental purpose of the health insurance policy is that a customer pays the Defendant a premium and in the event that a customer needs professional health care, the insurance he has purchased would cover the costs of that health care.

11. The universal express and implied promise made by the Defendant to its policy customers is that by procuring health insurance, a customer can expect payment for care which has been deemed by treating professionals as necessary or appropriate.



12. However, contrary to this express promise and universal understanding of coverage, BCBS attempts to contradict the coverage it has sold by retaining for itself the unilateral ability to define what it pays toward incurred expenses and what it deems as necessary medical care.

13. The policies of health insurance sold by the Defendant contain clauses which make it impossible for a consumer to ascertain what he/she is purchasing or has purchased.

14. This vague language and the ability of the Defendant to unilaterally change the value of the product at any time are against the public policy of the State of South Carolina.

15. The contract itself is a contract of adhesion. This is evidenced by the one sided language which would not be agreed upon by parties of equal bargaining power, that language being found throughout the contract.

16. On February 3, 2014, the Plaintiff was diagnosed with cancer by a "Preferred Blue Provider."

17. The cancer found in the Plaintiff was life threatening and the Plaintiff's "Preferred Blue Provider" in South Carolina agreed that the Plaintiff should seek treatment at M.D. Anderson Cancer Center in Houston, Texas, a world reknowned center for the treatment of cancer and an approved Provider.

18. The Defendant has recognized M.D. Anderson Cancer Center as a world wide leader in the field of cancer treatment.

19. The Plaintiff was admitted to M.D. Anderson Cancer Center in early February, 2014, and continuously remained a patient at M.D. Anderson Cancer Center until June 10, 2014. The Plaintiff then returned to M.D. Anderson Cancer Center for the period from July 2014

to September 9, 2014, during which he underwent major surgery.

20. On April 24, 2014, M.D. Anderson Cancer Center sent the Defendant a Letter of Medical Necessity marked URGENT for authorization of the plan of treatment that a panel of five cancer specialists had determined would give the Plaintiff his best hope of survival after, the doctors had engaged in thorough physical examination and evaluation of the Plaintiff.

21. The contract of insurance written by Blue Cross contains terms that require customers to obtain pre approval of medical procedures by Blue Cross to ensure that requested procedures are medically necessary.

22. The requirement of medical necessity for payment for a procedure or health care is the reason why M.D. Anderson Cancer Center, to make sure the Plaintiff was in compliance with this requirement, wrote the "Letter of Medical Necessity".

23. The Defendant was made aware that the necessary treatment required a very tight schedule to be followed and the need for approval of the treatment was immediate.

24. Despite the Defendant communicating to agents of the Plaintiff that the Plaintiff should go ahead and schedule the treatment to make sure the window for treatment was not closed, and despite the fact that the Defendant understood the immediacy of the need, and despite the fact that the Letter of Medical Necessity originated from one of the world's foremost cancer treatment facilities, the Defendant gave no approval on April 24, 25, 26, or 27.

25. On April 28, M.D. Anderson Cancer Center again contacted the Defendant, stressing the urgency and necessity of the situation.

26. On the afternoon of April 28, 2014, the Plaintiff, while undergoing chemotherapy, received a phone call from one of his treating physicians informing him that no approval had

been received and that M.D. Anderson could not go forward with the recommended procedure in the absence of such approval.

27. In response to this phone call, the Plaintiff telephoned the Defendant's person assigned to his case and inquired about the status of the urgent request for medically necessary treatment. The Plaintiff got a recording, and urged his contact to call him back immediately.

28. Late in the afternoon of August 28, 2014, the Plaintiff's contact returned his telephone call and informed him that the Defendant had denied the procedure because the Defendant believed the Plaintiff would be "better off" receiving a less expensive treatment.

29. On the morning of April 29, 2014, in order to save his spot in the recommended treatment routine and in his best effort to save his life, the Plaintiff wired from his own bank account \$74,100.00 to M.D. Anderson Cancer Center.

30. Later that day, the Defendant formally denied coverage in writing, refusing to pay for the requested health care, despite timely receipt of the Letter of Medical Necessity from M.D. Anderson Cancer Center.

31. Notwithstanding the fact that the Defendant failed to act in a timely manner, the Defendant denied coverage for the health care based upon an errant interpretation of an improper term in the contract.

32. The Defendant denied coverage stating that the requested treatment was not medically necessary because proton radiation of the cancer found in the Plaintiff was an experimental treatment.

33. The policy purports to award what amounts to unconscionable latitude in unilaterally determining what can be excluded from coverage as "experimental."



34. The Defendant's "finding", supposedly supported by an unknown doctor, contradicts a team of the top doctors in the field of cancer treatment at a recognized Center for Excellence in the field of cancer treatment with a sub specialty of proton radiation.

35. The Defendant's "finding" that the Plaintiff's health care requested by M.D. Anderson Cancer Center is not medically necessary is contrary to the assessment of the same treatment for the same disease by Medicare and the doctors who make the same decisions of medical necessity for Medicare.

36. Upon information and belief, the Defendant's "finding" that the Plaintiff's health care requested by M.D. Anderson Cancer Center is not medically necessary is contrary to assessments made by other Blue Cross entities interpreting the exact same policy language, highlighting the unpredictable and arbitrary nature of the coverage definitions in the uniform policy.

37. The Defendant's denial has never been altered and no further explanation has ever been offered.

38. As a result of the Defendant's delay and then denial, the Plaintiff and family suffered emotional distress and anguish at a time when the Plaintiff and his family were particularly vulnerable.

39. As a result of the Defendant's routine practice of denying coverage for medically necessary procedures, many, if not the vast majority, of the insureds who have contracted with the Defendant, are forced to go without the health care that treating physicians have deemed medically necessary. This is health care that the contract supposedly would cover but ambiguous

and vague terms of the contract of adhesion embolden the the Defendant into believing that it is justified in denying.

40. The contract provisions are written by the Defendant in such a way that it is impossible to determine what procedure the Defendant will choose to pay for and what amount will be determined to be an allowed cost, eliminating the fundamental purpose of the bargain.

41. The Plaintiff sits in the same legal position and has the same claims as others who have purchased BCBS insurance and been denied coverage for medically necessary health care.

#### **CLASS ALLEGATIONS**

42. The Class consists of all consumers who have purchased and/or been insured by BCBS insurance and BCBS has denied requests to pay for healthcare approved and/or requested by treating physicians.

43. By examination of the Defendant's own records, it is or will become apparent that the Class is sufficiently numerous that the joinder of all its members is impracticable and that the class is easily ascertainable.

44. The Plaintiff will fairly and adequately protect the interests of the Class. The interests of the Plaintiff are coincident with and not antagonistic to those of other Class Members and the Plaintiff is represented by experienced and able counsel who have previously litigated class actions.

45. The Plaintiff's claims are typical of the Class Members' claims and are derived from a common nucleus of operative facts in that BCBS's negligent and improper conduct has infringed upon the rights of the Plaintiff and caused damage to the Plaintiff and to the Class Members.

46. Treatment of the claims as separate actions creates the risk of inconsistent and varying adjudications and contradicts the need for a uniform standard of conduct in commerce of this kind.

47. BCBS has acted or refused to act on grounds generally applicable to the Class, basing its behavior on uniform contractual clauses, and failing to provide the agreed upon services under similar pretense thereby making appropriate final relief with respect to the Class as a whole.

48. Questions of law or fact common to the Members of the Class predominate over any questions affecting only individual Members and class action is superior to other available methods for the fair and efficient adjudication of the controversy, including but not limited to the law which governs the policy contract, the propriety of the uniform language in the policy contract, the proper interpretation of the uniform policy contract, the Defendant's uniform behavior in selling and promoting its insurance products to the public, the Defendant's uniform policies, procedures, and common practices in administering insurance policies.

49. Treatment of these claims as a single class action is superior to alternative methods. Certification of a class permits all Class Members to be treated in the same or similar manner; class treatment will allow Class Members to present their claims efficiently and share the costs of litigation, experts, and discovery in one action rather than in individual actions where these costs may exceed the value of the claim and act as an unnatural deterrent to recovery.



**FOR A FIRST CAUSE OF ACTION**  
**DECLARATORY JUDGMENT**

50. The Plaintiff repeats and reiterates every allegation in this Complaint as if specifically restated herein.

51. Pursuant to South Carolina law, an insured may bring an action when an insurance policy is ambiguous, when a policy has been interpreted in bad faith, when a policy has been interpreted in a manner contrary to the fundamental purpose of the policy, when an insurer has acted in a manner inconsistent with the policy, or when public policy considerations should be considered in the enforcement of any provision.

52. All of the above grounds exist in this action.

53. Declaratory Judgment actions are capable of class treatment and South Carolina law has long recognized the ability to certify a class seeking declaratory judgment.

54. Blue Cross includes in its policy several objectionable provisions for which the Plaintiff requests this Court to review and render declaratory judgment in its favor.

55. Among those provisions are:

a. The Defendant's policy provisions, which allow the Defendant to sell health insurance coverage to the public, a public which by law must now purchase health insurance, an advertised scope of insurance coverage which the Defendant is then able to unilaterally adjust without just cause or explanation;

b. The Defendant's policy provisions which allow unidentified persons whom are under contract with the Defendant to override a finding of medical necessity by treating physicians;

c. The Defendant's policy provisions which allow the Defendant to override a finding of medical necessity by treating physicians by declaring treatment to be experimental;

(i) despite the fact that experts in the field routinely employ the treatment.

56. Based upon the facts as described above, the Plaintiff on behalf of himself and all others similarly situated requests a declaratory judgment that the Defendant erred in denying coverage to the Plaintiff and the provisions described in Paragraph 50 are null and void.

**FOR A SECOND CAUSE  
NEGLIGENCE**

57. The Plaintiff repeats and reiterates every allegation in this Complaint as if specifically restated herein.

58. The Defendant is in the business of providing medical insurance;

59. The Defendant, in carrying out its duties to provide for medical coverage, has been negligent in the following ways:

A. In failing to respond to the request of the Plaintiff and M.D. Anderson Cancer Center in a timely fashion despite knowing that the request was urgent:

B. In denying coverage for health care deemed medically necessary by a team of doctors treating the Plaintiff who are recognized as world leaders in their particular field;

C. In selling a contract for insurance which is ambiguous and vague and as a result is impossible for any insured to know what coverage is the basis of the bargain;

D. In denying coverage for health care that has been deemed medically necessary without proper explanation or justification;

E. In denying coverage for health care that has been deemed medically necessary, that denial being purportedly based upon the the recommendation of unknown and unqualified personnel who are beholden to the Defendant;

F. In promoting and selling health care coverage that, in practice, contradicts the plain understanding and fundamental purpose of procuring a health care policy;

G. In selling a government mandated product, health insurance, while not providing proper guidance, explanation, service, and protection from bait and switch tactics to the general public.

H. In failing to comply with §38-59-20.

I. In failing to comply with §38-57-30.

60. As a result of the Defendant's negligence, the Plaintiff, as well as all others similarly situated, have suffered damages for which the Plaintiff seeks recovery, actual and punitive, for that injury.

**FOR A THIRD CAUSE OF ACTION**  
**BREACH OF CONTRACT**

61. The Plaintiff repeats and reiterates every allegation in this Complaint as if specifically restated herein.

62. The Plaintiff, by way of and through his business, contracted with the Defendant.

63. In exchange for a premium paid, the Defendant would provide health insurance coverage.

64. The Plaintiff made all the insurance premium payments, meeting all requirements of the Plaintiff under the contract.



65. The Defendant breached the contract by failing to pay for proton radiation treatment to be administered at M.D. Anderson Cancer Center, that treatment being deemed medically necessary by a team of doctors at a world reknowned Center.

66. The Defendant explained its failure by stating that an unknown radiation oncology specialist believed that the requested care was not medically necessary. Specifically, that the unnamed agent of the Defendant disagreed with the field of experts about the use of the proton radiation.

67. The Defendant believes that a provision in the contract excluding "experimental" services allows for such a denial.

68. The provision has been interpreted improperly by the Defendant in this and similar instances.

69. The contractual provision itself is improper in that it is part of a contract of adhesion and can be used and has been used to justify bad faith denials of coverage.

70. Every use of this provision to deny treatment deemed medically necessary and requested by recognized Centers such as M.D. Anderson Cancer Center is a breach of contract.

71. Every use of this provision to deny treatment deemed medically necessary and requested by recognized credentialed treating specialists is a breach of contract

72. Every use of this provision to deny treatment that has been deemed medically necessary and requested by qualified treating physicians is a breach of contract.

73. In every contract is an implied covenant of good faith and fair dealing.

74. Both the terms of this contract and the method in which the Defendant has employed these terms is a violation of the covenant of good faith and fair dealing.

75. As a result of the Defendant's breach of contract, the Plaintiff, and all others similarly situated, have been injured and seek damages, both direct and consequential for the breach.

**FOR A FOURTH CAUSE OF ACTION**  
**BREACH OF EXPRESS WARRANTY**

76. The Plaintiff repeats and reiterates every allegation in this Complaint as if specifically restated herein.

77. The Defendant expressly promises and warrants to provide payment for healthcare that is medically necessary.

78. Defendant then directly contradicts this express promise and warranty by limiting or entirely deleting the promise at the sole discretion of the Defendant.

79. This contradiction is not allowed by law and should be given no legal effect.

80. Based upon the use of this contradiction, the Defendant denied coverage for the Plaintiff and others similarly situated.

81. As a result, the Plaintiff has been and continues to be injured. The Plaintiff is entitled to damages, both actual and punitive, and asks for the same.

**FOR A FIFTH CAUSE OF ACTION**  
**UNFAIR TRADE PRACTICES (SOUTH CAROLINA CODE § 39-5-20)**

82. The Plaintiff repeats and reiterates every allegation in this Amended Complaint as if specifically restated herein.

83. South Carolina Code § 39-5-20 delineates as unlawful the engagement in unfair or deceptive business practices.

84. BCBS's actions constitutes unfair or deceptive acts.

85. These actions are capable of repetition and have been repeated hundreds, if not thousands, of times.

86. The Plaintiff, and all others similarly situated, has been injured by the Defendant's unfair and deceptive actions and seeks recovery, both actual and statutorily trebled, for this injury.

**FOR A SIXTH CAUSE OF ACTION:**  
**UNJUST ENRICHMENT**

87. The Plaintiff repeats and reiterates every allegation in this Complaint as if specifically restated herein.

88. The Defendant collects a full premium payment in exchange for providing a full scope of coverage.

89. However, the Defendant routinely employs the vague and ambiguous contract language found in the adhesion contract and unnamed medical personnel retained by the Defendant to reduce the scope of the coverage bargained and paid for by the insureds.

90. As a result, the Defendant has been unjustly enriched and should be compensated only for the market value of coverage that cannot be taken away under any circumstance in the uniform contract it sells to the public.

91. As a result of the Defendant's unjust enrichment, the Plaintiff, and all others similarly situated have been damaged and should be compensated for all actual and consequential damages which flow from this unjust enrichment.



**FOR AN SEVENTH CAUSE OF ACTION**  
**OUTRAGE**

92. The Plaintiff repeats and reiterates every allegation in this Complaint as if specifically restated herein.

93. The Defendant's actions arose out of its business relationship with the Plaintiff and all others similarly situated.

94. The very nature of the act of denying necessary health care is an act that will cause and has caused emotional and physical distress.

95. The Defendant's actions are made in callous disregard to its insureds who have contracted for coverage.

96. In the particular instance of the Plaintiff, and upon information and belief in other instances, the delay in making a determination of whether the Defendant would provide the health coverage which had been deemed medically necessary exacerbated the emotional distress caused by its denial.

97. As a result of the Defendant's actions, the Plaintiff suffered damages in the form of emotional and physical distress as well as monetary damages. The Plaintiff is entitled to compensatory as well as punitive damages.

**PRAYER FOR RELIEF**

WHEREFORE, the Plaintiff, on behalf of himself and all others similarly situated, demands a jury trial and prays for judgment, against the Defendant and that:

A. The Court certify a class for all causes of action. The Class consists of all consumers who have purchased and/or been insured by BCBS of South Carolina

insurance and BCBS has denied requests to pay for healthcare approved and/or requested by treating physicians;

B. Declaratory judgment that the policy, as sold, must be amended.

C. The Plaintiff recovers, both on behalf of himself and all others similarly situated, the general and special compensatory damages determined to have been sustained by the Plaintiff and the class;

D. The Plaintiff recovers punitive damages from the Defendant, BCBS of South Carolina, in an amount to be determined;

E. The Plaintiff recovers treble damages and/or attorneys fees from the Defendant, BCBS of South Carolina, in accordance with the Unfair Trade Practices Act in an amount to be determined;

F. The Plaintiff recovers the costs of this suit, including any expert witness fees and reasonable attorneys' fees; and,

G. The Court grants such other, further, or different relief as may be deemed just and proper.

SPEIGHTS & RUNYAN

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Dated: February 3, 2017  
Hampton, South Carolina