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KEALI'I S. LOPEZ
DIRECTOR

TO THE HOUSE COMMITTEE ON FINANCE

TWENTY-SIXTH LEGISLATURE
Regular Session of 2012

Monday, April 2, 2012 – Agenda #1
2 p.m.

TESTIMONY ON SENATE BILL NO. 2767, S.D. 2 – RELATING TO INSURANCE.

TO THE HONORABLE MARCUS OSHIRO, CHAIR, AND MEMBERS OF THE COMMITTEE:

My name is Gordon Ito, State Insurance Commissioner ("Commissioner"), testifying on behalf of the Department of Commerce and Consumer Affairs ("Department"). Thank you for hearing this bill. The Department strongly supports this Administration bill.

The purpose of this bill is to update the Hawaii Insurance Guaranty Association Act and the Hawaii Life and Disability Insurance Guaranty Association Act by adopting the National Association of Insurance Commissioners' ("NAIC") Property and Casualty Insurance Guaranty Association Model Act (April 2009) and the NAIC Life and Health Insurance Guaranty Association Model Act (July 2009), respectively.

The insurance guaranty association laws are contained in Article 16, Hawaii Revised Statutes ("HRS") chapter 431: Part I pertains to property and casualty insurers and Part II pertains to life and health insurers.

When a Hawaii-licensed insurer is deemed insolvent, the insurance guaranty association provides a mechanism for the payment of covered claims or contractual obligations within certain statutory limits.

Current limits on covered claims for the Hawaii Insurance Guaranty Association ("HIGA") are: (1) the full amount for benefits under a workers' compensation insurance policy; (2) up to $10,000 per policy for return of unearned premium; and (3) up to $300,000 per claim for all other covered claims.

Current limits on covered claims for the Hawaii Life and Disability Insurance Guaranty Association ("HLDIGA") are: (1) $300,000 for life insurance coverage; (2) $100,000 for accident and health or sickness coverage; and (3) $100,000 for annuity coverage.

The insurance guaranty associations requested that the Insurance Division introduce this bill on their behalf.

For Part I, three sections are updated by: (1) adding three news definitions and revising the definitions of "covered claim" and "net direct written premium" in HRS § 431:16-105; (2) adding a new subsection (c) in HRS § 431:16-108 requiring suits brought by and against HIGA to be filed in Hawaii courts; and (3) clarifying exhaustion of coverage in HRS § 431:16-112(a).

For Part II, the most significant changes clarify limitations on covered claims in HRS § 431:16-203 as follows: (1) $300,000 for long-term care coverage (currently $100,000); (2) $250,000 for annuity coverage and structured settlement annuity coverage (currently $100,000); (3) $300,000 for disability insurance coverage (currently $100,000); and (4) $500,000 for basic hospital medical surgical coverage (currently $100,000). The cap on life insurance coverage remains the same.

The new limits and other revisions in Part II will not apply to any member insurer placed under an order of liquidation prior to July 1, 2012.

Section 7 of the bill on page 48, lines 1 to 12, differs from the Model Act in that it allows the Hawaii Life and Disability Insurance Guaranty Association ("HLDIGA") the option of assuming the insolvent insurer's reinsurance contracts. The Department's proposed language allows the HLDIGA sufficient time to determine if it should exercise its rights or obligations.

Four states, California, Colorado, Illinois, and Missouri, have identical or virtually identical language to that proposed by the Department. Many states, including

Montana, North Dakota, Maine, Nebraska, Michigan, Texas, and Minnesota have adopted a short form reinsurance provision similar to the proposed language in HRS § 431:16-208(m).

The remaining changes in Part II are largely technical revisions designed to improve the operations of HLDIGA, eliminate coverage gaps by enabling consistent coverage across state lines, conform the statute to the technical ways that insolvencies are actually handled, and facilitate greater coordination among the various state guaranty associations.

This bill ensures that the insurance guaranty associations are able to fulfill their statutory purpose of protecting Hawaii policyholders and consumers.

We thank this Committee for the opportunity to present testimony on this matter and ask for your favorable consideration.

HAWAII INSURANCE GUARANTY ASSOCIATION

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TESTIMONY OF BLAKE OBATA

TO THE HOUSE COMMITTEE ON FINANCE

TWENTY-SIXTH LEGISLATURE
Regular Session of 2012

TESTIMONY ON SENATE BILL NO. 2767, SD2 – RELATING TO INSURANCE

TO THE HONORABLE MARCUS R. OSHIRO, CHAIR AND HONORABLE MARILYN B. LEE, VICE-CHAIR AND MEMBERS OF THE COMMITTEE:

REP. ISAAC W. CHOY
REP. TY CULLEN
REP. HEATHER GIUGNI
REP. SHARON E. HAR
REP. MARK J. HASHEM
REP. LINDA ICHIYAMA
REP. JO JORDAN
REP. DEREK S. K. KAWAKAMI
REP. CHRIS LEE
REP. DEE MORIKAWA
REP. JAMES KUNANE TOKIOKA
REP. KYLE T. YAMASHITA
REP. BARBARA C. MARUMOTO
REP. GIL RIVIERE
REP. GENE WARD

Hearing Date & Time
Monday, April 2, 2012
2:00 PM

House Conference Room 308

My name is Blake Obata, Executive Director of the Hawaii Insurance Guaranty Association ("HIGA"). HIGA supports SB2767, SD2, a companion bill to HD2505, HD1 where HIGA offered similar testimony in support of the measure.

Introduction

In 1971, the Hawaii Legislature along with all states, except for New York, including the District of Columbia, Puerto Rico and the Virgin Islands, adopted the NAIC Post- Assessment Property & Liability Insurance Guaranty Association Model Act. This Act is now found in Part I of Article 16, Chapter 431 of the Hawaii Revised Statutes, and is known as the Hawaii Insurance Guaranty Association Act ("HIGA Act").

Since its enactment, the "HIGA" has successfully and timely managed 38 insurance company insolvencies, in no small part guided by the "HIGA Act" which requires all stakeholders in the insolvency process to share and compromise in a finite and limited resource base afforded to parties dislocated by any given insolvency.

Purpose of Amendments

The "HIGA Act" was initially adopted in 1971, recodified in 1987, and variously modified in 2000, 2002, 2003 and 2004. The "HIGA" supports amendments in HB2505 that updates mandates of the "HIGA Act" consistent with the 2009 NAIC Property & Casualty Insurance Guaranty Association Model Act. The referenced amendment further strengthens protections for policyholders and claimants of the insolvent carrier and reinforces/refines the consumer safety net under existing law.

Thank you for the opportunity to offer testimony in support of SB2767, SD2.

TESTIMONY OF THE AMERICAN COUNCIL OF LIFE INSURERS
COMMENTING SENATE BILL 2767, SD 2, RELATING TO INSURANCE

April 2, 2012

Via e mail: fintestimony@capitol.hawaii.gov

Hon. Representative Marcus R. Oshiro, Chair
Committee on Finance
State House of Representatives
Hawaii State Capitol, Conference Room 308
415 South Beretania Street
Honolulu, Hawaii 96813

Dear Chair Oshiro and Committee Members:

Thank you for the opportunity to comment on SB 2767, SD 2, relating to Insurance.

Our firm represents the American Council of Life Insurers ("ACLI"), a national trade association, who represents more than three hundred (300) legal reserve life insurer and fraternal benefit society member companies operating in the United States. These member companies account for 90% of the assets and premiums of the United States Life and annuity industry. ACLI member company assets account for 91% of legal reserve company total assets. Two hundred thirty-five (235) ACLI member companies currently do business in the State of Hawaii; and they represent 93% of the life insurance premiums and 92% of the annuity considerations in this State.

SB 2767, SD 2, updates the laws governing the State's guaranty associations in conformity with the National Association of Insurance Commissioners' Property and Casualty Insurance Guaranty Model Act and the recently-revised *Life and Health Insurance Guaranty Association Model Act* (the "Model").

ACLI supports the comprehensive adoption of the Model. ACLI is, therefore, in support of the intent and purpose of SB 2767, SD 2.

ACLI believes the Model provides for greater uniformity among the states and improves and clarifies several important provisions which benefit both Hawaii consumers and the State's Life and Disability Guaranty Association.

However, the bill sets forth the short form/abbreviated version of paragraph N of the Model, which relates to the Association's right to succeed to the rights and obligations of an insolvent insurer's ceded reinsurance treaties for the purposes of continuing coverage. These provisions appear in Section 7 of the bill (which begins on page 31 of the bill) which amends paragraph (m) of Section 431:16:208, HRS (on page 48 of the bill, at lines 1 through 12).

Section 8.N was fully discussed and agreed to by industry, regulators, guaranty associations and other interested parties several years ago during the drafting of the Insurers Receivership Model Act. ACLI supports its reinsurance provisions which were later incorporated into Section 8.N of the Model.

The purpose of paragraph 8N of the Model was to avoid uncertainty as to the rights and obligations of the Association and those of the reinsuers that resulted in costly litigation that plagued the insolvencies of life insurers throughout the 1990's.

Accordingly, ACLI suggests that the entire reinsurance provisions of paragraph N of the Model be inserted in Section 7 of the bill, in place of the short form/abbreviated version of that paragraph which appears as paragraph (m) of Section 431:16:208, HRS (on page 48 of the bill, at lines 1 through 12). A copy of the revised paragraph (m) incorporating all of the provisions of paragraph N of the Model Regulation is attached for your Committee's consideration.

With the suggested revision to SB 2767, SD 2, as set forth above, ACLI would urge this Committee to enact the measure into law.

Again, thank you for the opportunity to comment on SB 2767, SD 2.

LAW OFFICES OF
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(m). (1) (a) At any time within one hundred eighty (180) days of the date of the order of liquidation, the Association may elect to succeed to the rights and obligations of the ceding member insurer that relate to policies or annuities covered, (in whole or in part,) by the Association, under any one or more reinsurance contracts entered into by the insolvent insurer and its reinsurers and selected by the Association. Any such assumption shall be effective as of the date of the order of liquidation. The election shall be effected by the Association or the National Organization of Life and Health Insurance Guaranty Associations (NOLHGA) on its behalf sending written notice, return receipt requested, to the affected reinsurers. (b) To facilitate the earliest practicable decision about whether to assume any of the contracts of reinsurance, and in order to protect the financial position of the estate, the receiver and each reinsurer of the ceding member insurer shall make available upon request to the Association or to NOLHGA on its behalf as soon as possible after commencement of formal delinquency proceedings (i) copies of in-force contracts of reinsurance and all related files and records relevant to the determination of whether such contracts should be assumed, and (ii) notices of any defaults under the reinsurance contacts or any known event or condition which with the passage of time could become a default under the reinsurance contracts. (c) The following Subparagraphs (i) through (iv) shall apply to reinsurance contracts so assumed by the Association:

(i) The Association shall be responsible for all unpaid premiums due under the reinsurance contracts for periods both before and after the date of the order of liquidation, and shall be responsible for the performance of all other obligations to be performed after the date of the order of liquidation, in each case which relate to policies or annuities covered, (in whole or in part,) by the Association. The Association may charge policies or annuities covered in part by the Association, through reasonable allocation methods, the costs for reinsurance in excess of the obligations of the Association and shall provide notice and an accounting of these charges to the liquidator;

(ii) The Association shall be entitled to any amounts payable by the reinsurer under the reinsurance contracts with respect to losses or events that occur in periods after the date of the order of liquidation and that relate to policies or annuities covered, in whole or in part, by the Association, provided that, upon receipt of any such amounts, the Association shall be obliged to pay to the beneficiary under the policy or annuity on account of which the amounts were paid a portion of the amount equal to the lesser of:

(A) The amount received by the Association; and

B) The excess of the amount received by the Association, over the amount equal to the benefits paid by the Association on account of the policy or annuity less the retention of the insurer applicable to the loss or event.

(iii) Within thirty (30) days following the Association's election (the "election date"), the Association and each reinsurer under contracts assumed by the Association shall calculate the net balance due to or from the Association under each reinsurance contract as of the election date with respect to policies or annuities covered, in whole or in part, by the Association, which calculation shall give full credit to all items paid by either the insurer or its receiver or the reinsurer prior to the election date. The reinsurer shall pay the receiver any amounts due for losses or events prior to the date of the order of liquidation, subject to any set-off for premiums unpaid for periods prior to the date, and the Association or reinsurer shall pay any remaining balance due the other, in each case within five (5) days of the completion of the aforementioned calculation. Any disputes over the amounts due to either the Association or the reinsurer shall be resolved by arbitration pursuant to the terms of the affected reinsurance contracts or, if the contract contains no arbitration clause, as otherwise provided by law. If the receiver has received any amounts due the Association pursuant to Subparagraph (c)(ii) of this Paragraph (1), the receiver, shall remit the same to the Association as promptly as practicable.

(iv) If the Association or receiver, on the Association's behalf, within sixty (60) days of the election date, pays the unpaid premiums due for periods both before and after the election date that relate to policies or annuities covered, (in whole or in part), by the Association, the reinsurer shall not be entitled to terminate the reinsurance contracts for failure to pay premium insofar as the reinsurance contracts relate to policies or annuities covered, in whole or in part,) by the Association, and shall not be entitled to set off any unpaid amounts due under other contracts, or unpaid amounts due from parties other than the Association, against amounts due the Association.

(2) During the period from the date of the order of liquidation until the election date (or, if the election date does not occur, until one hundred eighty (180) days after the date of the order of liquidation), (a) (i) Neither the Association nor the reinsurer shall have any rights or obligations under reinsurance contracts that the Association has the right to assume under Subsection (1), whether for periods prior to or after the date of the order of liquidation; and (ii) The reinsurer, the receiver and the Association shall, to the extent practicable, provide each other data and records reasonably requested; (b) Provided that once the Association has elected to assume a reinsurance contract, the parties' rights and obligations shall be governed by Subsection (1).

(3) If the Association does not elect to assume a reinsurance contract by the election date pursuant to Subsection (1), the Association shall have no rights or obligations, in each case for periods both before and after the date of the order of liquidation, with respect to the reinsurance contract.

(4) When policies or annuities, or covered obligations with respect thereto, are transferred to an assuming insurer, reinsurance on the policies or annuities may also be transferred by the Association, in the case of contracts assumed under Subsection (1), subject to the following:

(a) Unless the reinsurer and the assuming insurer agree otherwise, the reinsurance contract transferred shall not cover any new policies of insurance or annuities in addition to those transferred;

(b) The obligations described in Subsection (1) of this Section shall no longer apply with respect to matters arising after the effective date of the transfer; and

(c) Notice shall be given in writing, return receipt requested, by the transferring party to the affected reinsurer not less than thirty (30) days prior to the effective date of the transfer.

(5) The provisions of this Section N shall supersede the provisions of any law or of any affected reinsurance contract that provides for or requires any payment of reinsurance proceeds, on account of losses or events that occur in periods after the date of the order of liquidation, to the receiver of the insolvent insurer or any other person. The receiver shall remain entitled to any amounts payable by the reinsurer under the reinsurance contracts with respect to losses or events that occur in periods prior to the date of the order of liquidation, (subject to applicable setoff provisions.

(6) Except as otherwise provided in this section, nothing in this Section N shall alter or modify the terms and conditions of any reinsurance contract. Nothing in this section shall abrogate or limit any rights of any reinsurer to claim that it is entitled to rescind a reinsurance contract. Nothing in this section shall give a policyholder or beneficiary an independent cause of action against a reinsurer that is not otherwise set forth in the reinsurance contract. Nothing in this section shall limit or affect the Association's rights as a creditor of the estate against the assets of the estate. Nothing in this section shall apply to reinsurance agreements covering property or casualty risks.

Testimony of
American Insurance Association
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TO: Representative Marcus R. Oshiro
Chair, Committee on Finance
Hawaii State Capitol, Room 306
Via Capitol Web Page

DATE: April 1, 2012

RE: **S.B. No. 2767, SD2 – Relating to Insurance**
Hearing Date: Monday, April 2, 2012 at 2:00 p.m., Conference Room 308
Agenda #1

The American Insurance Association (AIA) submits the following comments, and respectfully requests that S.B. 2767 be amended as set forth below. This amendment would change a provision in the current bill language that would adversely affect the usage of structured settlements in workers' compensation claims and impose substantial unanticipated costs.

AIA is the leading property-casualty insurance trade organization, representing approximately 300 insurers that write more than $100 billion in premiums each year. AIA member companies offer all types of property - casualty insurance, including personal and commercial auto insurance, commercial property and liability coverage for small businesses, workers' compensation, homeowners' insurance, medical malpractice coverage, and product liability insurance.

S.B. 2767, S.D.2 amends the Hawaii Life and Health Guaranty Association law to make changes in accord with the National Association of Insurance Commissioners (NAIC) Model Act.

The Model Act, and the bill, includes a provision that would discourage the use of structured settlements in workers' compensation claims and impose unforeseen costs. Workers, employers and insurers should not be prevented from using a valuable settlement tool for claims.

The legislation as currently drafted provides the Life and Health Guaranty Association with a right to subrogation for any benefits provided by the guaranty association under a structured settlement annuity, following the insolvency of the annuity issuer. The right to subrogation provision contains an exception for "qualified assignments" under Section 130 of the Internal Revenue Code. A qualified assignment is one where the defendant and its insurer are released from the underlying claim and the obligation to make future payments is transferred to the annuity issuer.

We respectfully request that S.B. 2767, S.D.2 be amended at section 7 to read:

SECTION 7. Section 431:16-208, Hawaii Revised Statutes, is amended to read as follows:
§431:16-208 Powers and duties of the association.

. . . .

(j)(3) In addition to [~~items~~] paragraphs (1) and (2), the association shall have all common law rights of subrogation and any other equitable or legal remedy [~~which~~] that would have been available to the impaired or insolvent insurer [~~or holder of a policy or contract with respect to such policy or contracts.~~], owner, beneficiary, or payee of a policy or contract with respect to the policy or contracts. [~~**including without limitation, in the case of a structured settlement annuity, any rights of the owner, beneficiary, or payee of the annuity, to the extent of benefits received pursuant to this part, against a person originally or by succession responsible for the losses arising from the personal injury relating to the annuity or payment therefore, excepting any such person responsible solely by reason of serving as an assignee of a qualified assignment under Internal Revenue Code Section 130**~~.]

This amendment would serve to preserve the use of structured settlements and avoid imposition of significant unforeseen expenses.

Thank you for consideration of our comments.

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To: The Honorable Marcus R. Oshiro, Chair
House Committee on Finance

From: Mark Sektnan, Vice President

Re: **SB 2767 SD2 – Relating to Insurance**
PCI Position: Request for Amendment

Date: Monday, April 2, 2012 (Agenda #1)
2:00 p.m., Room 308

Aloha Chair Oshiro and Members of the Committee:

The Property Casualty Insurers Association of America (PCI) respectfully requests that SB 2767 SD2 be amended to remove a provision that would adversely affect the usage of structured settlements in workers' compensation claims and impose substantial unanticipated costs.

SB2767 SD2 amends the Hawaii Life and Health Guaranty Association law to make changes in accord with the National Association of Insurance Commissioners (NAIC) Model Act. The Model Act, and the bill, includes a provision that would discourage the use of structured settlements in workers' compensation claims and impose unforeseen costs. Workers, employers and insurers should not be prevented from using a valuable settlement tool for claims.

The legislation as currently drafted provides the Life and Health Guaranty Association with a right to subrogation for any benefits provided by the guaranty association under a structured settlement annuity, following the insolvency of the annuity issuer. The right to subrogation provision contains an exception for "qualified assignments" under Section 130 of the Internal Revenue Code. A qualified assignment is one where the defendant and its insurer are released from the underlying claim and the obligation to make future payments is transferred to the annuity issuer.

The "qualified assignment: exception to the right of subrogation has worked to protect most structured settlements but would create potential problems for workers' compensation insurers entering structured settlement agreements. The bill's subrogation provision decreases the effectiveness of the use of structured settlements in workers' compensation as, in cases of insolvency of the annuity issuer, the Guaranty Association would likely be able to collect from the employer or workers' compensation insurer all payments the Association made to the injured worker.

For a workers' compensation claim an employer or insurer has the option of continuing to pay statutorily prescribed benefits, rather than entering into a settlement. After entering into a structured workers' compensation settlement, if an employer or workers' compensation insurer must bear the risk that the insolvency of a structured settlement annuity issuer may expose it to Guaranty Association subrogation claims, employers and workers' compensation insurers will determine that it is not worthwhile to enter into a structured workers' compensation settlement. Employers, insurers, injured workers and the state would be deprived of a useful, cost-effective, tax-advantaged method of resolving workers' compensation claims.

Also, this bill would allow the Guaranty Associations to apply the subrogation provisions against property and casualty insurers retrospectively. This would impose additional unforeseen costs.

We respectfully request that SB 2767 SD2, Sec. 7, Section 431:16-208 sub. div. (j) (3) of the Hawaii Revised Statutes is amended as follows:

> (3) In addition to [~~items~~] paragraphs (1) and (2), the association shall have all common law rights of subrogation and any other equitable or legal remedy which would have been available to the impaired or insolvent insurer [~~or holder of a policy or contract with respect to such policy or contracts.~~,] or owner, beneficiary, or payee of a policy or contract with respect to the policy or contracts.[~~, including without limitation, in the case of a structured settlement annuity, any rights of the owner, beneficiary, or payee of the annuity, to the extent of benefits received pursuant to this part, against a person originally or by succession responsible for the losses arising from the personal injury relating to the annuity or payment therefore, excepting any such person responsible solely by reason of serving as an assignee of a qualified assignment under Internal Revenue Code Section 130.~~

Such an amendment would serve to preserve the use of structured settlements and avoid imposition of significant unforeseen expenses.

For these reasons, PCI respectfully requests the committee amend this bill in committee.

Ringler Associates
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Date: March 30, 2012

TO: Representative Marcus Oshiro
Chair, Committee on Finance

RE: Testimony on S.B. No. 2767, SD2, - Relating to Insurance
Hearing Date: Monday, April 2, 2012, 2:00 pm
Conference Room 308

My name is Dona L. Hanaike and I am a structured settlement broker with Ringler Associates here in Honolulu. I respectfully submit the following comments and request that SB 2767 SD2, be amended to remove a provision that would adversely affect the usage of structured settlement annuities in workers' compensation settlements.

The legislation as currently drafted provides the Life and Health Guaranty Association a right of subrogation for any benefits provided by the Guaranty Association under a structured settlement annuity, following the insolvency of an annuity issuer. The right of subrogation, however, contains an exception for "qualified assignments" under Section 130 of the Internal Revenue Code. A qualified assignment under Section 130 IRC, allows a defendant and its insurer to be released from the obligation to make the future structured settlement annuity payments because it is transferred to the annuity issuer.

The "qualified assignment" exception to the right of subrogation has worked to protect structured settlements in bodily injury cases. However, in work comp cases, potential problems have been created due to a conflict with the work comp laws. The bill's subrogation provision read in conjunction with certain work comp laws would likely allow the Guaranty Association to collect from an employer or insurer in cases of an insolvency of an annuity issuer. This would likely occur years later after an employer has closed its files thinking that there was a good faith settlement in their work comp case. An employer should not have to pay twice for a settlement of a work comp case. This was not the intended effect of the NOLHGA Model Act back in 1997 when it was first enacted.

In the past two years, States have become aware of this problem and are enacting the Model Act with the deletion of the conflicting language. Of the 37 States that deal with payee coverage in their Guaranty Association legislation, 9 States have deleted the subrogation language for structured settlement annuities in their enactments of the Model Act and 3 more States have legislation in process to adopt the Model Act without the subrogation language. New Mexico is the most recent State to delete the offensive language.

We respectfully request that SB 2767, SD 2, be amended to delete the reference to structured settlement annuities in the subrogation section of the bill as shown below:

"SECTION 7. Section 431:16-208, Hawaii Revised Statutes, is amended to read as follows:

§431:16-208 Powers and duties of the association.

(j)(3) In addition to [~~items~~] paragraphs (1) and (2), the association shall have all common law rights of subrogation and any other equitable or legal remedy [~~which~~] that would have been available to the impaired or insolvent insurer [~~or holder of a policy or contract with respect to such policy or contracts.~~], or owner, beneficiary, or payee of a policy or contract with respect to the policy or contracts. [~~including without limitation, in the case of a structured settlement annuity, any rights of the owner, beneficiary, or payee of the annuity, to the extent of benefits received pursuant to this part, against a person originally or by succession responsible for the losses arising from the personal injury relating to the annuity or payment therefore, excepting any such person responsible solely by reason of serving as an assignee of a qualified assignment under Internal Revenue Code Section 130.~~]"

The above revision follows the New Mexico legislation. Failing to incorporate this revision would have the practical effect of placing a cloud on all past and future structured settlements of work comp cases as there would be the possibility that these work comp settlements may be subject to reopening by the Guaranty Association. I respectfully request that you approve the above revision by deleting the subrogation language as it applies to structured settlement annuities. Thank you.

Dona L. Hanaike
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