

On August 19, 2014 I took my 1975 Volkswagen Bug to Stevens Buggy Repair. The problems included some repairs to the steering wheel, plus a 3000 mile servicing and oil change.

I had been aware of very low mileage, but had assumed that the car was badly out of tune and the tune-up would solve that problem. On the morning of the appointment, as I was leaving home, I noticed drops of fuel on the road behind the vehicle.

Jason at Stephen's Body Repair was informed of this problem and we agreed that the fuel leak was top priority - if all of the work could not be done, that much needed to be done.

When I picked up the vehicle, I took it for an extended test drive, in part to see if the mileage was back up to a reasonable figure. I drove across town on Lake Mead Blvd from Nellis to Rainbow Drive. I stopped for a brief period at Barnes and Noble Bookstore and then continued South on Rainbow, heading home. Within two blocks, the car stalled and I noticed people waving at me, trying to let me know that the vehicle engine compartment was on fire.

The Fire Department put out the fire and helped push the vehicle to the parking area across the road. I called Jason Kinser, and he came out to Rainbow Blvd and towed the VW back to his shop.

When we got back to the shop, Jason Kinser was very concerned about filing a claim. He said several times that he was afraid that any kind of claim would cause Nationwide to increase his premiums and "put him out of business". It was obvious that he was sincerely worried.

Unfortunately, the fire had destroyed almost all of the hoses and plastic/electrical/rubber parts in the engine compartment, and it was obvious that this would be a major repair - if it could be repaired at all. He talked at times of it being a \$1000 repair, but it was obvious that the cost would at a minimum be 3 or 4 times that amount.

In our conversation he finally stated that he was willing to take responsibility for the damage to the VW. He did file a claim, and Nationwide insurance did provide a rental vehicle while the VW was being inspected. About a week later, Enterprise Rent a Car informed me that Nationwide was denying the claim, and I was on my own. When I called Nationwide, they were unwilling to comment on the case.

Nationwide had supposedly sent me a 'letter of denial' for my claim. I never received a copy of such a letter. The only way I found out that the claim had been denied was by being informed by Enterprise Rent A Car.

Since Jason had verbally said he was willing to assume responsibility, I assumed that he had taken responsibility - and that Nationwide was not acting in good faith. I assumed it was a typical insurance company trick: 'deny the claim the first time, and hope the claimant will go away'.

My wife, Maureen O'Rourke had died on June 29. She had been seriously ill several times over the previous years and I was in a bad financial situation.

I contacted a couple of legal firms, looking for Pro Bono help and was informed that I could only get that help through one of the "gate-keeper" firms that screened people who needed that kind of help. Of the three listed gate-keeper firms in Las Vegas, the only one still providing help was Legal Aid Center of Southern Nevada.

After 4 to 6 weeks, I finally got them all of the documentation that they asked for and they were either going to take the case, or find a law office that would provide Pro Bono help.

Each week, I had provided what they asked for in preparation for their Thursday meeting. Each week instead of making a decision, they delayed the decision by another week.

During this process I became aware that there was an examiners report contracted by Nationwide and I requested a copy of this report from Legal Aid Center of Southern Nevada. After looking at the examiner's report, I expected no problems,

since this report pretty well proved my case.

I believe that Legal Aid Center of Southern Nevada sent out a demand letter and Nationwide provided them with copies of both the examiner's report and the claim denial letter.

It seems that Legal Aid Center of Southern Nevada looked at the letter of denial and placed a lot more more faith in that letter than it deserved. It's also possible that they discussed the letter of denial with Nationwide's claim management department.

The only document that I had seen was an expert examiner's report commissioned by Legal Aid Center of Southern Nevada that proved my claim. Based on the examiner's report the actions of Legal Aid Center of Southern seemed illogical and insane.

There was an exchange of emails where they requesting that I provide "expert testimony" to contradict the examiner's report. When I pointed out - several times - that the examiner's report proved my case, I was ignored.

Months later, when I finally managed to obtain a copy of the letter of denial I realized that Jason had denied all responsibility and he and Nationwide together had crafted testimony that denied any responsibility. It was a well-written letter.

The letter of denial copied some expert testimony from the professional examiner's report, but it also included some statements supposedly based on conversations between my deceased wife, Maureen O'Rourke (the former sole owner of the VW), and Ron Kinser, the former owner of Stephens Buggy Repair.

Ron Kinser had been dead for several months by the time the VW was destroyed. No conversations took place between Jason and Maureen O'Rourke. Maureen had been in the hospital or in skilled nursing from December 2014 through June 2014 when she died. (Actually she was receiving Home Hospice Care for the last month of her life.)

Conversations between dead people are not supposed to be evidence. Most of the supposed facts in the letter of denial had nothing to do with the claim.

Around 18 months earlier, there may have been conversations about repairs that took place between Maureen O'Rourke and Ron Kinser. Most of the time, Jason Kinser was working on cars, while Ron Kinser, his father, and Maureen, discussed what was necessary and what it might cost.

I was present for some of these conversations, but Maureen regarded those items as her sole decision. I remember no repairs that took place during the last 18 months of her life.

Based on the letter of denial, Legal Aid Center of Southern Nevada apparently decided that Nationwide was in the right. If you did not know the background and the facts, it would be easy to believe that letter.

Legal Aid Center of Southern Nevada did not discuss the letter of denial with me, and since all I had seen was the examiner's report I had no idea what was going on. Their attitude toward me did seem to become distant.

I could not think of any way that I might have offended anyone there, but it's not the kind of question that is easy to ask. When someone seems to have an attitude problem it's foolish to automatically assume that it is based on something you have done. Wait and see is often the best policy.

When I requested a copy of the letter of denial from Nationwide, they refused to send me a copy, because I was "represented by an attorney". When I sent them a letter from Legal Aid Center of Southern Nevada denying that they were actually representing me Nationwide ignored me. After three or four tries I finally got someone at Nationwide to send me a copy of the letter.

Legal Aid Center of Southern Nevada had apparently decided that Nationwide's wishful thinking was an accurate description of the case.

They seemed to decide that the case was going to require a great deal in the way of upfront costs.

In reality, the case is thoroughly documented in the examiner's report and no further expert testimony should be needed.

I wish to be sure that potential Pro Bono providers do not evaluate the case in terms of what I have called "Magic in Action" and that they look at the actual evidence.

The examiner's report was expert testimony. The denial letter copied a few items of expert testimony from the examiner's report, and included a number of items that were probably dictated by Nationwide's case manager.

This letter of denial was not expert testimony and contained items contrary to fact. Some statements (between dead people) might have been true a year ago, but had nothing to do with the current claim.

When you look carefully at the contents of the letter of denial, you can see that it does not need to be refuted - it refutes itself.

It should also be true that Nationwide does not get a second bite of the apple. They made their statement. If Nationwide wants to revise it so as to better prove their case, they can probably do so - and maybe someone will believe them.

Despite these inaccuracies and despite the fact that it was not expert testimony, Legal Aid Center of Southern Nevada appeared to treat the letter of denial as if it were as credible as the expert testimony in the examiner's report.

I believe that is part of the reason for the long delay in obtaining representation.

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