

**OFFICE OF THE INSURANCE COMMISSIONER
MARYLAND INSURANCE ADMINISTRATION**

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| MARYLAND INSURANCE ADMINISTRATION <i>EX REL</i> T.B. ¹ , | * | REVIEW OF A RECOMMENDED |
| Complainant, | * | DECISION ISSUED BY |
| v. | * | ERIN H. CANSIENNE |
| AMERICAN BANKERS INSURANCE COMPANY | * | AN ADMINISTRATIVE LAW JUDGE |
| Licensee. | * | OF THE MARYLAND OFFICE OF |
| | * | ADMINISTRATIVE HEARINGS |
| | * | OAH No.: MIA-CC-33-23-07066 |
| | * | MIA No.: MIA-2023-01-024 |
| * * * * * | | |

FINAL ORDER

Pursuant to Md. Code Ann., Ins. § 2-210(d)² and Code of Maryland Regulations (COMAR) 31.02.01.10-2D, the undersigned Associate Commissioner for the Maryland Insurance Administration (“MIA”) hereby issues this summary affirmance of the Proposed Decision below.

On November 26, 2022, the MIA received a complaint from T.B. (hereinafter “Complainant”) alleging that American Bankers Insurance Company (hereinafter “Licensee”) erred in its denial of her renter’s insurance claims. On December 13, 2022, the MIA received a second, duplicate complaint from the Complainant. The MIA investigated the Complaint, and on January 25, 2023, it issued a determination letter concluding that the Licensee did not violate Maryland’s insurance laws in denying the claim under T.B.’s policy. This letter specifically referenced Sections 4-113(b)(5) and Sections 27-303(1), (2), and (6). The Complainant requested a hearing, which was

¹ The MIA uses initials to protect the identity of the Parties.
² Unless otherwise noted, all statutory references are to the Insurance Article of the Annotated Code of Maryland.

granted on January 27, 2023. This matter was then transmitted to the Office of Administrative Hearings (“OAH”) to conduct a contested case hearing and to issue a Proposed Decision pursuant to COMAR 31.02.01.04-1A. In its referral to the OAH, the MIA noted that specific attention at the hearing would be directed to the Annotated Code of Maryland, Insurance Article, Sections 4-113 and 27-303.

On May 8, 2023, a hearing was held before Administrative Law Judge (“ALJ”) Cancienne. On May 19, 2023, ALJ Cancienne issued a Proposed Decision setting forth factual and legal findings with respect to Section 27-303(1), (2), and (6) but did not make Conclusions of Law with respect to Sections 4-113(b)(5). On the same date, OAH mailed the Proposed Decision to the parties in this case. Attached to the Proposed Decision was the notice regarding the Right to File Exceptions that advised the Parties that, pursuant to COMAR 31.02.01.10-1, they had the right to file written exceptions with the Undersigned within twenty (20) days from receipt of the Proposed Decision. Neither Party filed exceptions in this case.

I have carefully evaluated the documentary record in this case and the Proposed Decision by ALJ Cancienne. Based on this review, I am persuaded that ALJ Cancienne’s Conclusion of Law that Licensee did not violate Section 27-303(1), (2) and (6) are correct, and, pursuant to COMAR 31.02.01.10-2D, hereby affirm this finding.

I further find, pursuant to COMAR 31.02.01.10-2(C)(2), that ALJ Cancienne’s Findings of Fact clearly support a finding that Licensee did not violate Section 4-113(b)(5). Specifically, Complainant did not show that Licensee refused payment without just cause in violation of Section 4-113(b)(5), as the evidence does not support this finding as losses related to an eviction are not

covered under Complainant's renter policy. ALJ Cancienne noted that Claimant initially filed a claim with Licensee on May 2, 2022, which Licensee acknowledged on May 3, 2022. On May 28, 2022, Licensee placed the Complainant's first claim on inactive status as it had not received back requested documentation from Claimant. The Licensee followed up with Complainant to explain that evictions are not covered perils and issued a denial letter on December 12, 2022. ALJ Cancienne further noted that Complainant filed subsequent claims with the Licensee on May 28, 2022 and November 6, 2022 regarding her eviction loss and all claims were denied by Licensee, as not covered under the policy. As Licensee clearly identified the basis for the denial, supported by the relevant provisions of the policy, and issued the letters explaining its decision for denying coverage, I find that Complainant has not shown that Licensee refused or delayed payment of amounts due claimants without just cause.

THEREFORE, it is hereby

ORDERED that the Proposed Decision of ALJ Cancienne is affirmed, and

ORDERED that, as a matter of law, it be found that Licensee did not violate Sections 4-113, 27-303(1), 27-303(2) or 27-303(6);

ORDERED that the Proposed Decision by ALJ Cancienne be adopted as the Commissioner's Final order, and it is further

ORDERED that the records and publications of the Maryland Insurance Administration reflect this decision.

It is so **ORDERED** this 31st day of July, 2023.

KATHLEEN A. BIRRANE

Commissioner

signature on original

ERICA J. BAILEY

Associate Commissioner for Hearings

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| MARYLAND INSURANCE | * BEFORE ERIN H. CINCIENNE, |
| ADMINISTRATION | * AN ADMINISTRATIVE LAW JUDGE |
| <i>EX REL.</i> | * OF THE MARYLAND OFFICE |
| T.B., | * OF ADMINISTRATIVE HEARINGS |
| COMPLAINANT | * |
| v. | * |
| AMERICAN BANKERS INSURANCE | * OAH No.: MIA-CC-33-23-07066 |
| COMPANY, | * MIA No.: MIA-2023-01-024 |
| LICENSEE | |

* * * * *

PROPOSED DECISION

STATEMENT OF THE CASE
ISSUES
SUMMARY OF THE EVIDENCE
FINDINGS OF FACT
DISCUSSION
CONCLUSIONS OF LAW
PROPOSED ORDER

STATEMENT OF THE CASE

On November 26, 2022, the Maryland Insurance Administration (MIA) received a complaint from Tasha Bonner (Complainant) alleging unfair claim settlement practices by American Bankers Insurance Company (Licensee). On December 13, 2022, the MIA received a second complaint from the Complainant alleging unfair claim settlement practices by the

Licensee. Specifically, the Complainant alleges that the Licensee had false advertising, and denied two recent claims for fraud and identity theft.¹

After an investigation, the MIA found that the Licensee did not violate section 27-303(1), (2), and (6) of the Insurance Article and notified the Complainant of its finding by a letter dated January 25, 2023. On January 27, 2023, the Complainant requested a hearing. On March 9, 2023, the MIA transmitted the matter to the Office of Administrative Hearings (OAH) to conduct a contested case hearing. In its transmittal, the MIA delegated to the OAH authority to issue a proposed decision.²

On May 4, 2023, the Licensee filed a Motion for the Licensee's Representative to Testify Telephonically and/or by Internet Videosoftware (Motion). The Complainant objected to this Motion. I reserved ruling on the Licensee's Motion until the day of the hearing as it was filed only two business days prior to the hearing.

On May 8, 2023, I held a hearing at the OAH in Hunt Valley, Maryland. Md. Code Ann., Ins. §§ 2-210, 2-213 (2017 & Supp. 2022); COMAR 31.15.07. Prior to the hearing, the Complainant had requested to waive her appearance, which was granted on May 1, 2023.³

¹ The Complaints were difficult to decipher. The November 26, 2022 complaint summary contained in MIA Exhibit 1 states "The company false advertising. I was told with deception my two recent claims were denied insurance fraud for bad checked and identity theft. I should be able to call you. Cybersecurity detective requested. For commuted persons with adultery."

The December 13, 2022 complaint summary contained in MIA Ex. 4 states "Illegal eviction with no court documents happened at my home on the 2nd of November and should have been covered under riot or civil commotion. Cyber security detective requested for falsifying court documents causing breaking and entering with hostile environment harassment for malicious mischief peril."

² The Insurance Commissioner may delegate to the OAH the authority to issue: (a) proposed or final findings of fact; (b) proposed or final conclusions of law; (c) proposed or final findings of fact and conclusions of law; or (d) a proposed or final order. Code of Maryland Regulations (COMAR) 31.02.01.04-1A.

³ On April 3, 2023, the Complainant filed a request to waive her appearance at the hearing. On April 6, 2023, I sent correspondence to all parties informing them that Complainant had the burden of proof at the hearing, and what rights the Complainant would have if she attended the hearing. On April 12, 2023, the Complainant confirmed that she understood the rights that she would be waiving and still wanted to waive her appearance. I granted her request on May 1, 2023.

Therefore, the Complainant was not present at the hearing. Thomas McCarron, Esquire, represented the Licensee.

The contested case provisions of the Administrative Procedure Act, the MIA's hearing regulations, and the OAH's Rules of Procedure govern procedure. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021); COMAR 31.02.01; COMAR 28.02.01.

ISSUE

Should the Licensee's witness be allowed to testify remotely?

Did the Licensee engage in any unfair claim settlement practice under the Insurance Article?

SUMMARY OF THE EVIDENCE

Exhibits

I incorporated the entire MIA file, consisting of eight exhibits, into the record as follows:

1. Enterprise Complaint Tracking System, Complaint received November 26, 2022
2. Emails between the MIA and the Complainant, dates between November 28, 2022 and December 1, 2022
3. Letter from the MIA to the Licensee, December 2, 2022
4. Complaint Summary, received December 13, 2022
5. Letter from the Licensee to the MIA, December 23, 2022, with attachments⁴
6. Letter from the MIA to the Complainant, January 25, 2023
7. Enterprise Complaint Tracking System, Complaint received January 27, 2023⁵
8. Letter from the MIA to the Complainant and the Licensee, January 27, 2023

⁴ The attachments are not specifically labeled or marked. However, generally they include the full text of the renters insurance policy, letters from the Licensee to the Complainant, and claim logs for the various claims.

⁵ It appears that the MIA treated this second Complaint as a request for a hearing on the MIA's January 25, 2023 determination.

The Complainant did not offer any exhibits.

The Licensee did not offer any exhibits.

Testimony

The Complainant waived her appearance at the hearing and did not present any witnesses.

The Licensee did not present any witnesses.

FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

1. The Complainant had a renters insurance policy with the Licensee from March 9, 2022 through March 9, 2023 (the Policy).

2. The Policy provides coverage for personal property damaged on a “named peril” basis, meaning that in order to be eligible for payment, the claim must result from damage caused by one of the specifically listed perils in the Policy. MIA Ex. 5 and MIA Ex. 6.

3. On or about April 28, 2022, the Complainant received an eviction letter. MIA Ex. 6.

Claim Number 00201490290 (first claim)

4. On May 2, 2022, the Complainant filed the First Claim with the Licensee regarding service of an eviction.

5. On May 3, 2022, the Licensee sent the Claimant a letter acknowledging receipt of the First Claim. The letter did not request any additional information. MIA Ex. 5.

6. On May 28, 2022, the Licensee placed the Complainant’s First Claim on inactive status, as it had not received a burglary/theft claim form, contents loss summary, police report, photo(s) of damages, proof of ownership or a recorded statement. MIA Ex. 5.

7. On December 12, 2022, the Licensee sent the Complainant a denial letter regarding the First Claim. MIA Ex. 5:

8. The Licensee denied the First Claim as an eviction is not a covered peril, under Section I – Perils Insured Against in the Policy.

Claim Number 00201500685 (Second Claim)

9. On May 28, 2022, the Complainant filed the Second Claim, which appears to be a duplicate of the First Claim. In the Second Claim, the Complainant reported that the eviction letter was a fake and a falsified document. The Complainant wanted the responsible party arrested.

10. On June 24, 2022, the Licensee sent the Complainant a letter stating that the Second Claim is the same loss being addressed as the First Claim, and that the Second Claim would be closed.

Claim Numbers 00201568471 (Additional Living Expenses)⁶ and 00201568473 (Medical Payments)

11. On November 6, 2022, the Complainant filed two more claims with a date of loss of November 2, 2022. The claims were for additional living expenses and for medical payments for a broken bone.⁷

12. On November 8, 2022, the Licensee sent the Complainant a claim closure letter for the Medical Payments. The Licensee stated that the loss had been addressed under the Additional Living Expenses Claim. MIA Ex. 5

⁶ In the exhibits, additional living expenses is abbreviated as “ALE”.

⁷ The Complainant asserted that the bone was broken during the eviction.

13. On November 15, 2022, the Licensee sent the Complainant a denial letter for the Additional Living Expenses Claim as the loss related to an eviction and is not covered under the Policy. MIA Ex. 5.

14. The Licensee did not make any payments to the Complainant for any of the claims.

DISCUSSION

Licensee's Motion

At the start of the hearing, I addressed the Licensee's Motion. The Licensee argued that its witness lived out of state and that traveling to Maryland would be unduly burdensome. Further, the Licensee argued that the Complainant was not prejudiced by remote testimony as she had waived her appearance at the hearing. The Licensee acknowledged at the hearing that if the MIA record was admitted in its entirety, it was unlikely to call its witness. The Complainant did not file an official response to the Motion. She did send an email to my administrative aide stating that the Motion was untimely and that she would be prejudiced by granting the Licensee's witness the right to testify remotely. There was no explanation provided as to how the Complainant would be prejudiced.

The OAH Rules of Procedure, at COMAR 28.02.01.20B, provide the following:

B. Remote Proceedings.

(1) Subject to §B(2) of this regulation, and at the request of a party or on the [administrative law judge's (ALJ)] initiative, all or part of a proceeding may be conducted by:

(a) Telephone or other audio means, if all parties have an opportunity to participate in the entire proceeding;

(b) Video or other audio-visual means, if all parties have an opportunity to participate in the entire proceeding; or

(c) A combination of in-person, telephone or other audio means, and video or other audio-visual means, if all parties have an opportunity to fully participate in the entire proceeding.

(2) Exceptions.

(a) If a party establishes good cause not to conduct an audio proceeding, the proceeding shall be held by audio-visual means or in person.

(b) Except for proceedings involving the Inmate Grievance Office, if a party establishes good cause not to conduct an audio-visual proceeding, the proceeding shall be held in person.

(c) Good cause for an in-person proceeding may include, but is not limited to, a party needing an interpreter or other accommodation that cannot be provided remotely, or a party being unable to access the internet or a device suitable for remote conferencing.

The Complainant did not establish a good cause reason for the Licensee's witness to testify in person. There is no rule requiring that a request for a witness to appear remotely be filed by a certain date before a hearing. However, if it is filed too close to the hearing, then it may not be ruled on until the day of the hearing (as it was in this case). Further, I do not find that the Complainant would be prejudiced by a witness testifying remotely, particularly when the Complainant has already waived her appearance, and consequently, waived her ability to cross examine the witness. As stated on the record, the Licensee's Motion is **GRANTED**.⁸

Merits

When the MIA referred this case to the OAH, it directed the Administrative Law Judge conducting the hearing to pay specific attention to sections 4-113 and 27-303 of the Insurance Article. Section 4-113(b)(5) provides that the Insurance Commissioner may suspend, refuse to renew, or revoke an insurer's certificate of authority if the insurer "refuses or delays payment of amounts due claimants without just cause." Ins. § 4-113(b)(5) (Supp. 2022).⁹ Section 27-303 lists ten unfair claim settlement practices. The MIA decision letter referenced Subsections 1, 2, and 6 of Section 27-303. Section 27-303(1) prohibits an insurer from misrepresenting pertinent facts or policy provisions that relate to the claim or coverage at issue. Section 27-303(2)

⁸ While the Motion was granted, the Licensee decided not to call its witness at the hearing.

⁹ Unless otherwise noted, all references hereinafter to the Insurance Article are to the 2017 Replacement Volume of the Maryland Annotated Code.

prohibits an insurer from refusing to pay a claim for an “arbitrary or capricious reason.” Section 27-303(6) prohibits an insurer from failing to promptly provide, when requested, a reasonable explanation of the basis for a denial of a claim.

The Insurance Commissioner may impose a penalty not exceeding \$2,500.00 for each violation of section 27-303 and may require an insurer to 1) make restitution, subject to the limits of any applicable insurance policy, to each claimant who has suffered actual economic damage because of the violation or 2) provide a claimant a payment that has been determined to be denied in violation of the unfair claim settlement practices section of the Insurance Article. *Id.* § 27-305(a)(1), (c)(1), (2) (Supp. 2022).

Neither the statute nor any regulation promulgated by the MIA defines the “arbitrary or capricious” standard. In *Berkshire Life Insurance Co. v. Maryland Insurance Administration*, the Appellate Court of Maryland¹⁰ quoted from, and adopted, the Insurance Commissioner’s interpretation of the “arbitrary and capricious” standard in an earlier MIA case:

“[A] claimant must prove that the insurer acted based on ‘arbitrary and capricious reasons.’ The word ‘arbitrary’ means a denial subject to individual judgment or discretion, and made without adequate determination of principle. The word ‘capricious’ is used to describe a refusal to pay a claim based on an unpredictable whim. Thus, under [Insurance Article section] 27-303, an insurer may properly deny a claim if the insurer has an otherwise lawful principle or standard which it applies across the board to all claimants and pursuant to which the insurer has acted reasonably or rationally based on ‘all available information.’”

142 Md. App. 628, 671 (2002) (citations omitted). As used in section 27-303 of the Insurance Article, “arbitrary or capricious” essentially means without reason or just cause.

When not otherwise provided by statute or regulation, the standard of proof in a contested case hearing before the OAH is a preponderance of the evidence, and the burden of proof rests

¹⁰ Effective December 14, 2022, the Maryland Court of Special Appeals was renamed the Appellate Court of Maryland.

on the party making an assertion or a claim. State Gov't § 10-217; COMAR 28.02.01.21K. To prove an assertion or a claim by a preponderance of the evidence means to show that it is "more likely so than not so" when all the evidence is considered. *Coleman v. Anne Arundel Cnty. Police Dep't*, 369 Md. 108, 125 n.16 (2002). In this case, the Complainant, as the party asserting the affirmative on the issue of an unfair claim settlement practice, has the burden of proving by the preponderance of the evidence that the Licensee acted arbitrarily and capriciously in denying the claim. COMAR 28.02.01.21K(1), (2)(a).

At the hearing, neither party presented any witnesses or exhibits. Instead, both relied on the record of the MIA, which consisted of eight exhibits. The Licensee directed my attention to particular provisions of the policy, which was contained in the MIA record.

Taking the Complainant's allegations as true, she did not allege that the Licensee misrepresented any facts or policy provisions relating to the claim or coverage at issue. She asserted that an unknown individual falsified eviction documents and wrongfully evicted her. However, there is no evidence that the Licensee was involved with any eviction, prepared or served any eviction notice, or even knew about the eviction until after it had occurred and the Complainant had contacted them. Therefore, I find that the Complainant has provided no evidence that the Licensee violated Section 27-303(1).

For each of the claims, the Licensee followed up with letters. MIA Ex. 5. Some of the letters indicated why the claim would not receive a separate denial. Some of the letters specifically stated that the claim was denied and the reasons for the denial. For all of the claims denied, the letters specifically listed every covered peril and addressed that eviction was not contained in the covered perils. There was no evidence that these explanations were provided untimely, or that they were not provided upon request. Therefore, I do not find that the Licensee

violated Section 27-303(6) as the Licensee provided prompt and reasonable explanations for its denials of the Complainant's claims.

The Policy specifically states that it insures for "direct physical loss to property described in Coverage C caused by a peril listed below."¹¹ The perils include: 1) fire or lightning, 2) windstorm or hail, 3) explosion, 4) riot or civil commotion, 5) aircraft, 6) vehicles, 7) smoke, 8) vandalism or malicious mischief, 9) theft, 10) falling objects, 11) weight of ice, snow, or sleet, 12) accidental overflow or discharge of water, or steam, 13) sudden and accidental tearing apart cracking or burning of a steam or hot water system, 14) freezing of a water system, 15) sudden and accidental damage from an artificially generated electrical current, and 16) volcanic eruption.¹²

The Complainant's claims do not include any of the weather-related perils (perils numbered 1, 2, 11, or 16). The Complainant's claims do not include any damage from explosions, smoke, vehicles, aircraft, falling objects, or any kind of water or electrical damage (perils numbered 3, 5, 6, 7, 10, 12, 13, 14, or 15). This leaves three possible categories of perils: riot or civil commotion, vandalism or malicious mischief, and theft (perils numbered 4, 8 and 9).

In the December 13, 2022 Complaint summary, the Complainant claimed that her damage should have been covered under riot or civil commotion. However, the Complainant's claims to the Licensee never mentioned a riot or civil unrest. Her claims specifically referenced an eviction (albeit one that the Complainant contends was improper). Since her complaint to the MIA, the Complainant has not provided any evidence of any riot that occurred at or near her property, nor has she provided any link showing her eviction was related to such a riot or civil

¹¹ There are then exclusions to some of the items in the list. However, those don't specifically apply here.

¹² The listed perils are paraphrased in this decision. The full list with all terms are contained in the policy, and in each of the denial letters. See MIA Ex. 5.

commotion. Therefore, I do not find that the Licensee's decision to deny the Complainant's claim under the riot or civil commotion peril to be arbitrary or capricious.

Similarly, in the December 13, 2022 Complaint summary, the Complainant claimed that her damage should have been covered under the malicious mischief peril. It is unclear why the Complainant contends this peril would apply to her claims. In *A. B. Veirs, Inc. v. Myers*, 19 Md. App. 330, 335 (1973), the Appellate Court of Maryland stated "...the words 'malicious mischief' do not necessarily connote actual ill-will or resentment and recognizes that: 'Either a specific intent to cause the destruction, injury, defacement or molestation of the property of another, or an act done in wanton and wilful disregard of the plain and strong likelihood of such harm, without any justification, excuse, or substantial mitigation' will suffice to establish its presence." While the Complainant asserts that the eviction process was a fraud in some manner, it is unclear who perpetrated this fraud, or the intent or actions of anyone who was involved with the eviction. Based on the information provided by the Complainant, there are only bald allegations of fraud. There is no evidence of any intent or willful disregard on the part of any individual, and therefore, there is no evidence that malicious mischief caused any of the Complainant's alleged damages.

The Complainant's claims repeatedly reference the evictions and her contention that the eviction was improper. She also referenced that she lost her belongings due to this allegedly improper eviction. These statements could be taken together as a claim that the Complainant's belongings were stolen through a fraudulent eviction, which could potentially fall under the peril of theft. Even taking the Complainant's allegations in this light, there is no evidence that the Complainant provided the Licensee with the necessary information to determine if a theft had occurred, or the value of any items taken.

On May 28, 2022, the Licensee informed the Complainant through a letter that the First Claim was being put on inactive status due to not receiving sufficient information to process the claim. MIA Ex. 5. The Licensee specifically stated in the letter that it had not received a burglary/theft claim form, contents loss summary, police report, photo(s) of damages, proof of ownership or a recorded statement. After reviewing the claims notes, there is no indication that the Complainant provided any of these documents, or a recorded statement at any time before the denials issued by the Licensee. After waiting numerous months for more information, the Licensee denied the First Claim. Subsequently, the Licensee denied the additional living expenses and medical payments claims for essentially the same reason. All of the denials were based on the claims not being a covered loss as the cause was not a listed peril.

The Licensee's decision was not arbitrary or capricious. The Licensee had only the Complainant's unsupported claims that the eviction was fraudulent. Evictions are not a covered peril. Further, even if the eviction was only a means to perpetrate a theft of the Complainant's property, the Complainant provided no evidence to the Licensee as to what was stolen, or that the items allegedly stolen were owned by her, or that she reported the theft to the police. I do not find that the Licensee violated Section 27-303(2) as the decision was reasonable based on the limited information provided by the Complainant, and the lack of coverage for an eviction.

CONCLUSIONS OF LAW

I conclude as a matter of law that the Complainant did not show that the Licensee engaged in an unfair claim settlement practice by misrepresenting facts or policy provisions that relate to the claim or coverage. Md. Code Ann., Ins. § 27-303(1) (2017).

I conclude as a matter of law that the Complainant did not show that the Licensee engaged in an unfair claim settlement practice by refusing to pay a claim for an arbitrary or capricious reason. Md. Code Ann., Ins. § 27-303(2) (2017).

I conclude as a matter of law that the Complainant did not show that the Licensee engaged in an unfair claim settlement practice by failing to promptly provide a reasonable explanation for the basis of the denial upon request. Md. Code Ann., Ins. § 27-303(6) (2017).

PROPOSED ORDER

Based upon the above Findings of Fact, Discussion, and Conclusion of Law, I **PROPOSE** that the Licensee not be found in violation of sections 27-303(1), (2) and (6) of the Insurance Article and that the January 25, 2023 determination by the Maryland Insurance Administration be **AFFIRMED**.

May 19, 2023
Date Decision Issued

signature on original
Erin H. Cancienne
Administrative Law Judge

EHC/ds
#205104

RIGHT TO FILE EXCEPTIONS

Upon receipt of this proposed decision, affected parties have twenty (20) days to file exceptions with the Insurance Commissioner. COMAR 31.02.01.10-1B(1). If a party wishes to receive a transcript of the hearing before filing exceptions, the party has ten (10) days from receipt of the decision to either: 1) file a written request for a transcript with the Insurance Commissioner, or 2) request a transcript of the hearing from a private stenographer and file a copy of their written request to a private stenographer with the Insurance Commissioner. COMAR 31.02.01.10-1B(2). If a transcript is requested, the transcript must be filed with the Commissioner within sixty (60) days of the request, and then a party has thirty (30) days after the filing of the transcript to file exceptions. COMAR 31.02.01.10-1D. Written exceptions and requests for transcripts should be addressed to: Hearing and Appeals Coordinator, Maryland Insurance Administration, 200 St. Paul Place, Suite 2700, Baltimore, MD 21202. The Office of Administrative Hearings is not a party to any review process.

Copies Mailed To:

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