

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

MARYLAND INSURANCE ADMINISTRATION <i>EX REL S.L.</i> ¹ ,	*	REVIEW OF A RECOMMENDED
Complainant,	*	DECISION ISSUED BY
v.	*	JENNIFER A. NAPPIER
THE CINCINNATI INSURANCE COMPANY	*	AN ADMINISTRATIVE LAW JUDGE
Licensee.	*	OF THE MARYLAND OFFICE OF
	*	ADMINISTRATIVE HEARINGS
	*	OAH No.: MIA-CC-33-22-28571
	*	MIA No.: MIA-2022-11-011
	*	

* * * * *

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 Acting Deputy Commissioner for the Maryland Insurance Administration (“MIA”) hereby clarifies the disposition and issues this **summary affirmation** of the Proposed Decision below.

On December 1, 2021, the MIA received a complaint from S.L. (hereinafter “Complainant”) alleging that Cincinnati Insurance Company (hereinafter “Licensee”) erred in its handling of his insurance claim resulting from water damage to his property. Complainant contended that the independent adjuster had a conflict of interest and engaged in fraud and that the estimates for repairs to his property were artificially inflated. The MIA investigated the complaint, and on October 4, 2022, it issued a determination letter stating that the complainant had failed to provide

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.

evidence to support his claims, and that the licensee had not broken any insurance regulations in Maryland when managing the claim arising from his coverage. This letter specifically referenced Sections 4-113(b)(5) and Sections 27-303(1), (2), (6) and (9) of the Maryland insurance laws. The MIA expressly concluded that Licensee's actions were not arbitrary, capricious, lacking in good faith or otherwise in violation of the Maryland Insurance Article. The Complainant requested a hearing, which was granted on November 3, 2022. 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 March 6, 2023, a hearing was held before Administrative Law Judge ("ALJ") Jennifer A. Nappier. On April 5, 2023, ALJ Nappier issued a Proposed Decision setting forth factual and legal findings with respect to Sections 4-113(b)(5) and 27-303. 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, which 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 Nappier. Based on this review, I am persuaded that ALJ Nappier's Conclusion of Law that Licensee did not violate Section 4-113(b)(5) and Section 27-303(1), (2), (6) and (9) are correct, and, pursuant to COMAR 31.02.01.10-2D, hereby affirm this finding.

On page 13 of the Proposed Decision, ALJ Nappier proposes that “the Licensee not be found in violation of section 4-113(b)(5), 27-303, or any other section of the Insurance Article and that the charges made by the Complainant be DENIED AND DISMISSED.” I find it necessary to clarify the disposition of the case. Rather than dismissing the Complaint, I conclude that the determination issued by the MIA shall be hereby AFFIRMED based on the Findings of Fact and Discussion provided by ALJ Nappier.

THEREFORE, it is hereby

ORDERED that, as a matter of law, it be found that Licensee did not violate Sections 4-113(b)(5), 27-303(1), (2), (6) or (9);

ORDERED that the determination issued by the MIA be hereby **AFFIRMED** based on the Findings of Fact and Discussion provided by ALJ Nappier;

ORDERED that the Proposed Decision of ALJ Nappier 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 6 day of September, 2023.

KATHLEEN A. BIRRANE
Commissioner

signature on original

TAMMY R.J. LONGAN
Acting Deputy Commissioner

MARYLAND INSURANCE
ADMINISTRATION

EX REL.

S.L.,

COMPLAINANT

v.

THE CINCINNATI INSURANCE

COMPANY,

LICENSEE

* BEFORE JENNIFER A. NAPPIER,
* AN ADMINISTRATIVE LAW JUDGE
* OF THE MARYLAND OFFICE
* OF ADMINISTRATIVE HEARINGS
* OAH No.: MIA-CC-33-22-28571
* MIA No.: MIA-2022-11-011

* * * * *

PROPOSED DECISION

STATEMENT OF THE CASE
ISSUE
SUMMARY OF THE EVIDENCE
FINDINGS OF FACT
DISCUSSION
CONCLUSION OF LAW
PROPOSED ORDER

STATEMENT OF THE CASE

On December 1, 2021, the Maryland Insurance Administration (MIA) received a complaint from the Complainant alleging unfair claim settlement practices by The Cincinnati Insurance Company (Licensee). Specifically, the Complainant alleges that the Licensee erred in handling his condominium insurance claim because the independent insurance adjuster, Wade Lingenfelter, had a conflict of interest and engaged in fraud.

After an investigation, the MIA found that the Licensee did not violate section 4-113(b)(5) or 27-303 of the Insurance Article and notified the Complainant of its finding by a letter dated October 4, 2022. On November 1, 2022, the Complainant requested a hearing.

On November 21, 2022, 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.¹

On March 6, 2023, I held a hearing at the OAH in Hunt Valley, Maryland.^{2,3} The Complainant appeared without representation. Craig D. Roswell, 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.⁴

ISSUE

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 twenty-six documents, into the record as follows:

- | | |
|--------|--|
| MIA #1 | Complaint, received December 1, 2021 |
| MIA #2 | Emails between Wade Lingenfelter and the MIA, December 2, 2021, with attachments |
| MIA #3 | Emails between the Complainant and the MIA, December 2, 2021, with attachment |
| MIA #4 | Letter from the MIA to the Licensee, December 2, 2021 |

¹ 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.

² Md. Code Ann., Ins. §§ 2-210, 2-213 (2017 & Supp. 2022); COMAR 31.15.07.

³ This hearing was originally scheduled for January 17, 2023 but was postponed because the Licensee's counsel had a court conflict.

⁴ Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021); COMAR 31.02.01; COMAR 28.02.01.

- MIA #5 Letter from the Licensee to the MIA, December 22, 2021, with attachments
- MIA #6 Emails between the Complainant and the MIA, December 22, 2021 to February 9, 2022, with attachments
- MIA #7 Letter from the MIA to the Licensee, February 9, 2022
- MIA #8 Emails from the Complainant to the MIA, February 19, 2022
- MIA #9 Letter from the Licensee to the MIA, February 22, 2022
- MIA #10 Letter from the MIA to the Licensee, February 22, 2022
- MIA #11 Letter from the Licensee to the MIA, March 7, 2022, with attachment
- MIA #12 Emails from the Complainant to the Licensee, March 14, 2022
- MIA #13 Letter from the MIA to the Licensee, March 15, 2022
- MIA #14 Emails between Licensee's counsel and the MIA, March 9 to April 2, 2022
- MIA #15 Emails between the MIA and the Complainant, May 16 to July 23, 2022, with attachments
- MIA #16 Email from Andrea Willem to the MIA and the Complainant, July 25, 2022
- MIA #17 Emails between the MIA and the Complainant, July 25 to July 27, 2022, with attachments
- MIA #18 Letter from the MIA to the licensee, July 27, 2022
- MIA #19 Emails between the MIA and Wade Lingenfelter, July 28, 2022
- MIA #20 Email from Licensee's counsel to the MIA, August 10, 2022
- MIA #21 Emails between the MIA, the Complainant, and Ms. Willem, August 12 to October 3, 2022, with attachments
- MIA #22 Letter from the MIA to the Complainant, October 4, 2022
- MIA #23 Emails between the MIA and the Complainant, October 4 to October 6, 2022
- MIA #24 Hearing Request, November 1, 2022
- MIA #25 Emails between the MIA and the Complainant, November 2, 2022, with attachments
- MIA #26 Letter to the parties from the MIA, November 3, 2022

I admitted the following exhibits offered by the Complainant:

- Compl. Ex. 1 Email from Frank Willing to the Complainant, June 19, 2019, with attachment
- Compl. Ex. 2 Emails between the Claimant and various parties, June 26, 2019 to August 7, 2019, with attachments
- Compl. Ex. 3 Circuit Court transcript, Case No. C-23-CV-19-000307, January 24, 2020
- Compl. Ex. 4 Emails between the Claimant and Jacob Daub, August 5, 2019 to February 14, 2020; Email between the Complainant and Ryan McManus, September 3, 2020, with attachments
- Compl. Ex. 5 Email from the Licensee to the Complainant, September 17, 2019, with attachment
- Compl. Ex. 6 Table of billing discrepancies, undated

The Licensee did not offer any exhibits.

Testimony

The Complainant testified and presented the testimony of Andrea Willem and Carol Luber. The Licensee did not offer witness testimony.

FINDINGS OF FACT

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

1. The Complainant held a condominium special insurance policy with the Licensee (policy number C01 0873019) for the period of July 12, 2017 to July 12, 2018 (Policy). The Policy provided coverage for the Complainant's condominium located on Fountain Drive West in Ocean City, Maryland (the Property).
2. On January 10, 2018, the Property sustained water damage from a burst frozen sprinkler line in the third-floor kitchen. That day, the Complainant reported the claim to the Licensee (claim).
3. On January 11, 2018, the Complainant requested that the Licensee retain Capstone ISG (Capstone) as the building consultant for the claim because Capstone was already

responding to a loss in the area and could respond more quickly to the Claimant's loss than the building consultant the Licensee intended to assign to the claim. The Licensee granted the Complainant's request.

4. As the Licensee's independent contractor, Capstone had the authority to inspect and appraise the Complainant's loss on behalf of the Licensee.

5. On or about January 12, 2018, the Complainant retained Paul Davis Restoration of the Delmarva Peninsula (PDR) to perform water mitigation at the Property.

6. PDR billed the Complainant \$36,010.97 for remediation service and an additional \$15,864.97 for contents cleaning, for a total of \$51,875.94.

7. The Complainant was satisfied with the PDR's water mitigation services.

8. On January 13, 2018, Capstone sent Wade Lingenfelter to the Property to appraise the loss and meet with the Complainant. Thereafter, Mr. Lingenfelter prepared an initial full dwelling estimate. He estimated the total for the replacement cost value to be approximately \$227,150.92. This estimate included the cost of the mediation service and contents cleaning, as well as the replacement cost value for restoration work.

9. On or about May 11, 2018, the Licensee issued two checks in connection with the claim. A check in the amount of \$36,010.96 was issued to PDR, the Complainant, the Complainant's wife, and their mortgage company. A second check in the amount of \$15,864.97 issued to the Complainant, his wife, and their mortgage company for the contents cleaning.

10. On or about May 11, 2018, the Licensee issued a check in the amount of \$156,965.56 to the Complainant, his wife, and their mortgage company for the actual cash value dwelling repairs.⁵

⁵ Actual cash value is the replacement cost value minus recoverable depreciation.

11. During the summer of 2018, the Complainant retained PDR to complete the repair work on the Property.

12. On August 8, 2018, PDR submitted to the Licensee a supplemental estimate for building permits in the amount of \$3,580.00.

13. On August 10, 2018, the Licensee paid \$3,580.00 to PDR for the permits.

14. On September 5, 2018, PDR submitted a supplemental estimate in the amount of \$20,958.48, outlining additional work that was omitted from the previous estimates. This supplemental estimate included charges for hardwood flooring, floor prep, kitchen cabinets, crown molding, insulation, a microwave oven, dining room paneling, and several necessary inspections. On September 13, 2018, the Licensee submitted the supplemental estimate to Capstone.

15. On November 12, 2018, PDR identified an additional leak between the tile shower and the tile bathtub. Accordingly, PDR requested authority to perform additional demolition work of the fourth floor to access the pipe and perform the necessary repairs.

16. On November 20, 2018, the Licensee approved PDR's supplemental requests.

17. Since PDR provided two supplemental estimates to the Licensee, on December 11, 2018, Mr. Lingenfelter requested to inspect the Property loss with PDR.

18. On December 17, 2018, Mr. Lingenfelter met with Paul Davis of PDR to jointly inspect the property and negotiate an agreed upon scope of the work. Mr. Lingenfelter and Mr. Davis agreed that the second-floor bathroom and shower would need to be redone because there were multiple lines found frozen behind the walls. Additionally, there were several areas in need of floor leveling cement and sheathing repairs, and additional paint and trim was required.

19. Following the December 17, 2018 inspection, Mr. Lingenfelter increased the restoration estimate to \$269,207.69 for the repair cost value and \$236,358.71 for the actual cost value.

20. On February 25, 2019, the Licensee sent a supplemental payment of \$76,893.15 to the Complainant, his wife, and their mortgage company.

21. On March 8, 2019, PDR notified the Licensee that it had failed to include carpet for the bedrooms and winterization costs on the estimate. The Licensee forwarded this information to Mr. Lingenfelter so that he could form an opinion as to whether these costs would be compensable.

22. After Mr. Lingenfelter verified PDR's March 8, 2019 request, the Licensee authorized compensation for the carpet and winterization costs. Accordingly, on March 29, 2019, the Licensee issued a payment to the Complainant, his wife, and their mortgage company in the amount of \$5,220.34 for the carpet in the bedrooms.

23. By April of 2019, the Complainant and his wife were highly dissatisfied with PDR's work. Due to their continued dissatisfaction with PDR and billing disputes with PDR, in June of 2019, the Complainant informed PDR that he did not want PDR to complete the remaining repairs on the property, including repairs to two master bathrooms. The Complainant's elected to have another contractor complete the remaining repairs.

24. On June 19, 2019, PDR emailed the Complainant an estimate for the repairs to the Property, which reflected that the Complainant was no longer contracting with PDR to finish the two master bathrooms. The total amount of the estimate was \$279,542.42.

25. In response to the Complainant's continuing complaints regarding PDR's billing, on or about July 8, 2019, the Licensee requested that Mr. Lingenfelter assist in determining the fair cost of repairs and certain line items that were in dispute.

26. On July 18, 2019, a group including the Complainant and his wife, the Complainant's insurance agent, Andrea Willem, Mr. Lingenfelter and Frank Willing of PDR met at the Property.⁶ Mr. Lingenfelter noted some defective work and found that PDR had billed the Complainant for some work that it had not yet performed.

27. In August 2019, a group including the Complainant and his wife, Ms. Willem, and Mr. Lingenfelter met to review erroneous charges contained in PDR's invoice.⁷ Mr. Lingenfelter also spoke with the new contractor who was also on the premises. That day, Mr. Lingenfelter found that PDR had billed the Complainant and his wife for over \$40,000.00 in erroneous charges.

28. In early-September of 2019, Mr. Lingenfelter revised the estimated cost for the repairs to the Property to reflect additional work that needed to be performed. Based on Mr. Lingenfelter's estimate, the Licensee increased the total repair cost value of the Property to \$330,999.74.

29. Subsequently, on September 8, 2019, PDR generated a final estimate/invoice for the project, stating that the total replacement cost for the restoration work it performed on the dwelling and its contents was \$256,667.97. PDR's final estimate/invoice matched the information and pricing contained in Mr. Lingenfelter's revised estimate.

30. On September 17, 2019, the Licensee forwarded a copy of PDR's final estimate and invoice to the Complainant because PDR did not send a copy directly to the Complainant.

31. On September 19, 2019, the Licensee issued a check to the Complainant, his wife, and their mortgage company for the outstanding portion of the \$330,999.74 restoration costs.

32. As of the date of the hearing the Complainant has not paid PDR for the total amount that PDR invoiced for the repairs on the home.

⁶ The record is unclear as to who else may have been present during this meeting.

⁷ The record is unclear as to who else may have been present during this meeting.

DISCUSSION

BACKGROUND

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."⁸ The parties agree that the Licensee approved the claim and paid the Complainant the appropriate sum of \$330,999.74 to settle the claim in accordance with the Policy.

Section 27-303 lists ten unfair claim settlement practices. During the hearing, the Complainant specified that his allegations only fall under subsection 27-303(1)—he alleges that the Licensee's independent adjuster Wade Lingenfelter, acting on behalf of the Licensee, committed an unfair claim settlement practice by "misrepresent[ing] pertinent facts or policy provisions that relate to the claim or coverage at issue...."⁹

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.¹⁰

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

⁸ Ins. § 4-113(b)(5) (Supp. 2022). Unless otherwise noted, all references hereinafter to the Insurance Article are to the 2017 Replacement Volume of the Maryland Annotated Code.

⁹ *Id.* § 27-303(1).

¹⁰ *Id.* § 27-305(a)(1), (c)(1), (2) (Supp. 2022).

on the party making an assertion or a claim.¹¹ 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.¹² 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 engaged in an unfair claim settlement practice.¹³

Analysis

As previously discussed, the Complainant alleges that by and through Mr. Lingenfelter’s actions, the Licensee misrepresented pertinent facts or policy provisions related to the claim or coverage of the Property. Essentially, the Complainant alleges that Mr. Lingenfelter conspired with the Complainant’s chosen contractor, PDR, to increase PDR’s profits by drafting PDR’s September 8, 2019 estimate and artificially inflating the cost to repair the Property. The Complainant primarily based this allegation on the fact that PDR billed him for the same amounts that Mr. Lingenfelter quoted in his estimate. However, when a contractor performs repairs that are covered by an insurance claim, it is not uncommon for a contractor to accept the amount set forth in the independent insurance adjuster’s estimate. The record is devoid of any evidence that Mr. Lingenfelter drafted an estimate or any other documents on behalf of PDR. Additionally, the Complainant generally asserted that the estimate was artificially inflated and failed to submit any credible evidence to support his assertion.

Ultimately, had Mr. Lingenfelter inflated the estimate, it is the Licensee that would have suffered economic harm, not the Complainant—i.e., an inflated estimate would have resulted in the Licensee paying more than necessary to settle the claim. It is undisputed that the Licensee paid the Complainant the full amount necessary to complete work on the Property in accordance with the Policy. The Licensee’s actions did not cause the Complainant any economic harm.

¹¹ State Gov’t § 10-217; COMAR 28.02.01.21K.

¹² *Coleman v. Anne Arundel Cnty. Police Dep’t*, 369 Md. 108, 125 n.16 (2002).

¹³ COMAR 28.02.01.21K(1), (2)(a).

It is evident that the Complainant's true problem lies with PDR. The Complainant had numerous complaints concerning PDR. He was dissatisfied with PDR's workmanship and complained that PDR used subpar materials that did not match the premium quality of the original items being repaired or replaced. The Complainant also asserted that PDR overcharged him and charged for work it had not actually performed. However, any assertion that Mr. Lingenfelter was responsible or connected to PDR's conduct is purely conjecture and cannot be attributed to the Licensee.

The Licensee fulfilled its contractual obligation by settling the claim and paying the Complainant \$330,999.74 in accordance with the coverage provided by the Policy. PDR was the Complainant's contractor of choice and it was within the Complainant's sole discretion to fire PDR and continue with another contractor at any time. Further, the Complainant had complete control over the \$330,999.74 paid by the Licensee and it was within his discretion to withhold payment from PDR if he believed that work had not been performed or that he had not been billed appropriately. Indeed, due to the Complainant's various issues with PDR, including his belief that PDR accepted money for work it had not actually completed, the Complainant has withheld the remainder of the payments billed by PDR. PDR, in turn has filed a mechanics lien in circuit court and the Complainant filed a counterclaim. That litigation is ongoing, the Licensee is not a party to the litigation which involves issues not before me.

PDR subpoenaed Mr. Lingenfelter to appear at the circuit court trial, presented him as an expert witness, and paid him for the time he spent in connection with his appearance. The Complainant asserts that this is evidence that Mr. Lingenfelter was working with PDR and showed a "conflict of interest."

However, it is not unusual for a party to compensate its expert witness, nor is it unusual that PDR chose to call Mr. Lingenfelter as a witness, given that he had great personal knowledge relating to the case. Thus, I do not find Mr. Lingenfelter's appearance during the circuit court trial is evidence that he conspired with PDR to commit fraud.

Additionally, the Complainant referenced a statement made by Mr. Lingenfelter during the circuit court litigation, "[i]f there's any fraud, then it's mine[,]” and asserted this was an admission that Mr. Lingenfelter wrote PDR's estimate and committed fraud in the course of his work as the Licensee's independent insurance adjuster. However, this statement was taken entirely out of context. In response to questions on recross examination regarding a meeting Mr. Lingenfelter had with the Complainant, his wife, and Mr. Willing, Mr. Lingenfelter had the following exchange with the Complainant's attorney:

Q Okay. Do you ever recall using the word fraud during that meeting?

A There was lots of terms and innuendos used in that meeting.

Q Did you use the word?

A Fraud?

Q Yes.

A I wouldn't need to.

Q Why not?

A *I don't believe anybody was trying to do a fraudulent act. I don't think anyone's intent here on either side was to defraud anyone. Like I said, the estimate was written by my hand. I stand by it. If there's any fraud, then it's mine.*^[14]

It is abundantly clear, both from this excerpt of the transcript and a review of Mr. Lingenfelter's complete testimony, that Mr. Lingenfelter's position was that neither he nor PDR committed any fraudulent act. He simply conveyed that he had written an estimate, which he believed was sound, and that he is the person responsible for his estimate.

It is undisputed that the Complainant settled the claim and paid the Complainant the appropriate amount in accordance with the Policy.

¹⁴ Complainant's Exhibit 3, p. 48, lines 8-21.

The Complainant has failed to prove that either Mr. Lingenfelter or the Licensee failed to act honestly and in good faith during the claim investigation; misrepresented pertinent facts or policy provisions relating to the claim or coverage at issue; or otherwise violated any provision of the Insurance Article. The Licensee also failed to clearly identify any economic damage that he sustained due to any action taken by Mr. Lingenfelter or the Licensee. Accordingly, the Complainant's complaint must be denied.

CONCLUSION OF LAW

I conclude as a matter of law that the Licensee did not engage in any unfair claim settlement practice.¹⁵

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 section 4-113(b)(5), 27-303, or any other section of the Insurance Article and that the charges made by the Complainant be **DENIED AND DISMISSED**.

April 5, 2023
Date Decision Issued

JAN/sh
#204034

signature on original

Jennifer A. Nappier
Administrative Law Judge

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.

¹⁵ Md. Code Ann., Ins. § 27-303(1)-(10) (2017); Md. Code Ann., Ins. § 4-113(b)(5) (2017).

Copies Mailed To:

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