

**IN THE MATTER OF THE
MARYLAND INSURANCE
ADMINISTRATION**

v.

**Amber James
290 Ponds Wood Road
Huntingtown, MD 20639**

*** BEFORE THE MARYLAND
* INSURANCE COMMISSIONER
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* CASE NO.: MIA-2025-08-038
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* Fraud Division File No.: R-2025-4622

ORDER

The Maryland Insurance Administration (the “Administration” or the “MIA”) hereby issues this order against Amber Jenelle James (“Respondent”) pursuant to Md. Code Ann., Ins. Art. §§ 2-108, 2-201, 2-204 and 2-405 (2017 Repl. Vol. & Supp.).¹

I. FACTS

1. Respondent had a Maryland Automobile Insurance policy with the Government Employees Insurance Company (hereinafter referred to as “GEICO”), an authorized insurer. The policy number 4215-23-70-27 was in effect from July 19, 2024 through January 19, 2025 for the Respondent’s 2005 Chevy Tahoe vehicle.

2. On August 26, 2024, Respondent notified GEICO that on August 25, 2024 she was involved in a motor vehicle accident. Respondent reported that her 2005 Chevy Tahoe was rear ended by the insured Ronald McCree while he was operating a 2007 Hyundai Sonata. McCree’s wife Cynthia McCree is the policy holder with GEICO. The policy is identified as policy number 4324-75-53-15 with effective dates of March 3, 2024 through September 3, 2024.

3. On September 13, 2024 GEICO received images of the rear bumper of the Respondent’s vehicle, showing a vertical dent to the left of the license plate. Based on the images provided a

¹ Unless otherwise indicated, all statutory references in this Order are to the Insurance Article of the Maryland Code.

GEICO adjuster valued the damage to the vehicle at \$691.43. GEICO provided payment in this amount to the Respondent on September 18, 2024.

4. Respondent reported to GEICO that she suffered soft tissue injuries as a result of the accident and requested compensation for Bodily Injury. Respondent provided copies of medical documents that indicate she visited an Urgent Care facility the day after the accident, and subsequently began physical therapy and chiropractic visits regularly for several months.

5. GEICO made several offers to the Respondent to settle the Bodily Injury claim, in varying amounts ranging from \$1,500.00 to \$8,000.00. Respondent counteroffered requesting \$23,000.00, and indicating extensive medical bills for her recovery.

6. On April 7, 2025 GEICO forwarded this claim to their Special Investigations Unit (SIU) for investigation, citing the reason as the accident being of minimal impact with an injured claimant. Based on the referral the SIU requested images of the 2005 Tahoe 1BD9162 prior to the August 25, 2024 accident through the Digital Recognition Network (DRN) Sights database. Images of the vehicle were located for the dates of July 12, 2023 and July 22, 2023. These images show the same damage present on the bumper in July of 2023 that was submitted for this claim as having occurred on August 25, 2024.

7. On April 10, 2025 the SIU from GEICO submitted the final report of their investigation.

The Summary report indicates:

“the damages presented and paid for through the claim number 0486075500101074 were pre-existing as late as 7/12/2023.” “The photos provided of our insured’s 2007 Hyundai Sonata only show damages from a prior claim for un-repaired driver’s side front fender which is not related to this loss. There is no damage or paint transfer seen on the insured’s vehicle that would be consistent with a forcible impact enough to cause damage or injury to any individuals involved in this loss.”

8. On April 11, 2025, GEICO sent a letter to Respondent regarding her claim for Bodily

Injury. The letter addresses the prior negotiations made to settle the Bodily Injury claim and states:

“As discussed when reviewing the factors of your claim and accident there were very little damages to the vehicles involved in this loss. These cosmetic damages would reflect concerns with there being a mechanism of injury present from this accident. We have previously made a concessional offer of \$8,000.00. We have attempted multiple times to resolve this matter with you. We will discontinue follow up on this matter until you are ready if you decide to accept the previously offered amount”

9. Section 27-802(a)(1) of the Maryland Insurance Article states:

An authorized insurer, its employees, fund producers, or insurance producers, ... who in good faith has cause to believe that insurance fraud has been or is being committed shall report the suspected insurance fraud in writing to the Commissioner, the Fraud Division, or the appropriate federal, State, or local law enforcement authorities.

GEICO, having a good faith belief that Respondent committed insurance fraud, referred the matter to the MIA, Fraud and Enforcement Division, which opened an investigation.

II. THE MIA'S INVESTIGATION

10. On June 11, 2025 an MIA investigator made contact with Respondent via telephone (202) XXX-XX55. Respondent confirmed that the police were not notified of the vehicle accident so no police report is available. The Respondent stated that while stopped at a red light in her white 2005 Chevy Tahoe at the intersection of MLK Highway and Business Parkway in Lanham, MD she was hit in the rear by a red 2007 Hyundai being driven by an elderly male. Respondent stated that her vehicle was pushed across the line into the intersection. Following the vehicle accident the Respondent opted not to contact the police in an effort to “cut him a break” because she thought he was under the influence of alcohol. Respondent then followed the driver back to his residence to obtain a copy of his license.

11. A letter was sent to the insured Ms. McCree dated August 27, 2024 stating the following:

“We have investigated the circumstances of this loss...In our desire to be fair, we are guided by all the information available to us, which includes your version of the incident details. Our investigation indicates that the damages occurred because the driver of your vehicle released the break, and tapped the vehicle ahead of it.”

The conclusion that the at-fault vehicle released the brake, and “tapped” the Respondent’s vehicle does not match the statements made by the Respondent to the MIA investigator.

Respondent asserted that her vehicle was pushed with enough force to push the vehicle all the way into the intersection.

12. GEICO provided photographs of the Hyundai from a prior loss dated September 7, 2023. The images of the Hyundai show damage to the front driver’s side bumper and driver’s side quarter panel of the vehicle. The damages present on the vehicle in this photograph are the same damages shown in photographs taken on August 25, 2024 by the Respondent immediately following the claimed accident. No additional damages are observed in the August 25, 2024 images.

13. On June 24, 2025 an MIA investigator made contact with the GEICO policy holder Cynthia McCree via telephone (240) XXX-XX23. Ms. McCree is the wife of the involved driver of the Hyundai. Ms. McCree confirmed that the involved Hyundai had been involved in a prior accident in 2023 and that the damages were never fixed on the vehicle. The damages present on the vehicle at the time of the vehicle crash on August 25, 2024 were the same damages from the prior accident in 2023. Ms. McCree further explained that the vehicle is the same vehicle they use for errands close to home and they do not bother with fixing minor cosmetic issues that arise. Ms. McCree informed GEICO that she would not be having the vehicle repaired following the August 25, 2024 accident.

14. The MIA Investigator reviewed the Digital Recognition Network (DRN) Sightings images of the 2005 Chevy Tahoe provided by GEICO. The images are dated July 12 and July 22, 2023 prior to the accident on August 25, 2024. These images were compared to the images submitted by the Respondent to GEICO as part of the damage claim. The images from July of 2023 show the same damage present on the rear bumper that was submitted as damage from the August 25, 2024 accident. The Respondent was asked about the presence of the damage prior to the accident, and the Respondent indicated that the photographs were incorrect, there was no damage prior to the accident. The Respondent submitted photographs to the MIA investigator claiming to refute these findings. The photographs submitted by the Respondent were dated August 13, 2024 and taken from a driveway surveillance camera. The images depicted the 2005 Tahoe a significant distance away, from the opposite side of the reported damage. The quality of the photographs was not sufficient to adequately show the damaged area of the vehicle in enough detail to prove no damage was present on the vehicle on the indicated date.

15. On June 26, 2025 the MIA investigator spoke with GEICO SIU Lee Nelson regarding the claim. SIU Nelson indicated that the Respondent received a payment of \$2,500.00 for a personal injury claim she filed under her own GEICO policy relating to this vehicle accident. SIU Nelson also indicated that since written offers have already been made to the Respondent for her bodily injury claim, should she choose to accept the previously made offer of \$8,000.00 GEICO will be obligated to pay, despite the SIU findings of fraud.

III. LEGAL AUTHORITY

16. In addition to all relevant sections of the Insurance Article, the Administration relies on the following pertinent sections in finding that the Respondent violated Maryland's insurance laws:

§ 27-403

It is a fraudulent insurance act for a person:

(2) to present or cause to be presented to an insurer documentation or an oral or written statement made in support of a claim...with knowledge that the documentation or statement contains false or misleading information about a matter material to the claim.

§ 27-408(c)

(1) In addition to any criminal penalties that may be imposed under this section, on a showing by clear and convincing evidence that a violation of this subtitle has occurred, the Commissioner may:

(i) impose an administrative penalty not exceeding \$25,000 for each act of insurance fraud; and

* * *

(2) In determining the amount of an administrative penalty, the Commissioner shall consider:

- (i) the nature, circumstances, extent, gravity, and number of violations;
- (ii) the degree of culpability of the violator;
- (iii) prior offenses and repeated violations of the violator; and
- (iv) any other matter that the Commissioner considers appropriate and relevant.

17. By the conduct described herein, Respondent knowingly violated § 27-403. The fraudulent insurance act of making a false statement in support of a claim is complete upon making the false statement and is not dependent on payment being made. The Respondent violated the Insurance Article when she falsely reported to GEICO that her vehicle was damaged during the vehicle accident that occurred on August 25, 2024, reporting damage that was already present on the vehicle. As such, Respondent is subject to an administrative penalty under the Insurance Article § 27-408(c) of the Insurance Article.

IV. SANCTIONS

18. Insurance fraud is a serious violation, which harms consumers in that the losses suffered by insurance companies are passed on to consumers in the form of higher premiums. The

Commissioner may investigate any complaint that alleges a fraudulent claim has been submitted to an insurer. Insurance Article §§ 2-201(d) (1) and 2-405.

19. Having considered the factors set forth in § 27-408(c)(2), the MIA has determined that a fine of \$1,500.00 is an appropriate penalty.

20. Administrative penalties shall be made payable to the Maryland Insurance Administration and shall identify the case by number (R-2025-4622) and name (Amber James). Payment of the administrative penalty shall be sent to the attention of: Shanice Deramus, Fiscal Division, Maryland Insurance Administration, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid penalties will be referred to the Central Collections Unit for collection.

21. This Order does not preclude any potential or pending action by any other person, entity or government authority, regarding any conduct by the Respondent including the conduct that is the subject of this Order.

WHEREFORE, for the reasons set forth above, it is this 26th day of August 2025,
ORDERED that:

Amber James shall pay an administrative penalty of One-Thousand Five Hundred Dollars (\$1,500.00) within 30 days of the date of this Order.

MARIE GRANT
Insurance Commissioner

signature on original

BY: _____
ROBERT GUYNN
Associate Commissioner
Fraud & Enforcement Division

RIGHT TO REQUEST A HEARING

Pursuant to § 2-210 of the Insurance Article and Code of Maryland Regulations (“COMAR”) 31.02.01.03, an aggrieved person may request a hearing on this Order. This request must be in writing and received by the Commissioner within thirty (30) days of the date of the letter accompanying this Order. However, pursuant to § 2-212 of the Article, the Order shall be stayed pending a hearing only if a demand for hearing is received by the Commissioner within ten (10) days after the Order is served. The request shall include the following information:

- (1) the action or non-action of the Commissioner causing the person requesting the hearing to be aggrieved;
- (2) the facts related to the incident or incidents about which the person requests the Commissioner to act or not act; and
- (3) the ultimate relief requested.

The failure to request a hearing timely or to appear at a scheduled hearing will result in a waiver of your rights to contest this Order and the Order shall be final on its effective date. Please note that if a hearing is requested on this initial Order, the Commissioner may affirm, modify, or nullify an action taken or impose any penalty or remedy authorized by the Insurance Article against the Respondent in a Final Order after hearing.

The written request for hearing must be addressed to the Maryland Insurance Administration, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202, Attn: Clerk – Office of Hearings.