

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

**v.**

**TY'RAIONA GILYARD  
9734 Early Spring Way  
Columbia, MD 21046**

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

**CASE NO.: MIA-2025-08-040**

**Fraud Division File No.: R-2024-4092**

\*\*\*\*\*

**ORDER**

This Order is issued by the Maryland Insurance Administration (the “MIA”) against Ty’Raiona Gilyard (“Respondent”) pursuant to Md. Code Ann., Ins. Art. §§ 2-108, 2-201, 2-204 and 2-405 (2017 Repl. Vol. & Supp.) for the violations of the Maryland Insurance Article identified and described.<sup>1</sup>

**I. RELEVANT MATERIAL FACTS**

1. Respondent had automobile insurance for her 2013 Lexus ES 350 with Progressive Select Insurance Company (“Progressive”), an authorized insurer. Respondent’s policy was in effect from April 22, 2024 until October 22, 2024 (the “Policy”).
2. On April 22, 2024, at approximately 11:10 a.m., Respondent applied for and obtained the Policy.
3. That same day, at approximately 1:00 p.m., Respondent notified Progressive that on April 22, 2024 she struck a curb causing damage to the insured vehicle. Progressive opened a claim.
4. That same day, a Progressive representative interviewed Respondent who reported on April 22, 2024, at approximately 1:00 p.m., she was attempting to make a right turn, but failed to turn wide enough and struck the curb damaging the passenger side front bumper, control arm and front

---

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

brakes. Respondent advised it was a single vehicle accident, she was not injured, there were no witnesses, she did not take photographs of the damage, and did not notify the police. Respondent also stated immediately after the collision, she drove to National Tire & Battery (“NTB”) in Columbia, Maryland to inspect the vehicle because it was close to her location. Respondent reported that the vehicle had no damage prior to this accident.

5. Also on April 22, 2024, a Progressive representative contacted NTB and was advised Respondent brought her vehicle in on April 21, 2024, not on April 22, 2024 as she stated.

6. On April 23, 2024, Progressive referred Respondent’s claim to its Special Investigations Unit (“SIU”).

7. On April 24, 2024, an SIU investigator contacted NTB and spoke with one of its employees who confirmed a quote on file for Respondent’s 2013 Lexus ES350. The NTB employee reported that Respondent brought the vehicle to the shop on April 21, 2024. The employee advised the quote was for a control arm and four tires.

8. On April 24, 2024, a Progressive investigator interviewed Respondent, who reiterated the loss occurred on April 22, 2024, but believed it occurred around 11:00 or 11:30 a.m. Respondent again advised there were no accidents or prior damage to her vehicle prior to this loss. The investigator then informed Respondent he spoke with an employee from NTB who confirmed its records showed her vehicle was dropped off on April 21, 2024, not April 22, and has remained there since. Respondent maintained she dropped her vehicle off on April 22, 2024, and not April 21, 2024, as reported by NTB.

9. On April 25, 2024, Progressive sent Respondent a letter denying her claim, which stated:

The investigation reveals that there is no coverage for this loss because the damage to your 2013 Lexus ES 350 occurred prior to the effective date of the policy. Furthermore, we have determined there to be a material misrepresentation regarding the reported date and/or time of loss. It has been determined that the loss

occurred prior to the inception of the policy and that you misrepresented the date and/or time of the accident to get coverage. The loss was originally reported as having occurred on 4/22/2024. Our investigation, however, indicates the damage reported to have occurred as a result of this loss existed on the vehicle on 04/21/2024 which was prior to the policy's inception. Based on our findings, any and all claims associated with the above-captioned claim will be denied.

Please refer to your Maryland Auto Policy Form 9611 (06/14) under Part VII – General Provisions which reads, in pertinent part:

\* \* \*

**FRAUD OR MISREPRESENTATION**

We may deny coverage for an accident or loss if you or any person seeking coverage has:

1. made incorrect statements or representations to us with regard to any material fact or circumstance;
2. concealed or misrepresented any material fact or circumstance; or
3. engaged in fraudulent conduct;

in connection with the presentation or settlement of a claim.

**10. Section 27-802(a)(1) 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.

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

**The MIA's Investigation**

**11.** A MIA investigator reviewed a copy of the documents and files provided by Progressive. Those records supported the details listed in the "Relevant Material Facts" section of this Order.

**12.** As part of this review, the MIA investigator listened to the recorded statements Respondent provided to a Progressive claims adjuster and investigator. Respondent reported that on April 22, 2024, she failed to turn wide enough while driving, struck a curb, and damaged her vehicle.

Respondent advised immediately after the accident she drove her vehicle to NTB, and it has remained there throughout the claims process. The investigator confronted Respondent about the date of loss as he received reliable information her vehicle was dropped off at NTB on April 21, 2024, and not April 22, 2024, as she reported. However, Respondent was adamant she dropped her vehicle off on April 22, 2024, shortly after the inception of her policy.

13. On January 22, 2025, an MIA investigator sent a letter to Respondent requesting that she contact the investigator to discuss her claim filed with Progressive. To date, Respondent has not responded to that letter or contacted the MIA investigator.

14. On April 9, 2025, an MIA investigator received a copy of Respondent's invoice and work order from NTB, which confirmed Respondent dropped her vehicle off on April 21, 2024, at approximately 2:02 p.m., not on April 22, 2024 as she reported to Progressive.

## II. VIOLATION(S):

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

### § 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.

16. By the conduct described herein, Respondent knowingly violated § 27-403(2). 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. Respondent violated the Insurance Article when she falsely reported to Progressive that on April 22, 2024, she damaged her vehicle in a single vehicle accident, when her vehicle was damaged at least as early as April 21, 2024, prior to the inception of the Policy. As such, Respondent is subject to an administrative penalty under § 27-408(c).

### **III. SANCTIONS**

17. 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. §§ 2-201(d)(1) and 2-405.

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

19. Administrative penalties shall be made payable, by check or money order, to the Maryland Insurance Administration and shall identify the case by number (R-2024-4092) and name (Tyraiona Gilyard). Payment of the administrative penalty shall be sent to the attention of: Shanice Deramus, Fiscal and Support Services, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid penalties will be referred to the Central Collections Unit for collection.



### **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.