IN THE MATTER OF THE MARYLAND INSURANCE ADMINISTRATION	*	
v.	*	
ROBERT PAUL ELLENTUCK **10205 Garden Way** **Potomac, MD 20854**	*	**CASE NO.: MIA- 2025-11-005** **Fraud Division File No.: R-2025-311676**

* *

CONSENT ORDER

This Consent Order is issued by the Maryland Insurance Administration (the "Administration" or "MIA") with the consent of Robert Paul Ellentuck ("Respondent" or "Robert Ellentuck") pursuant to Md. Code Ann., Ins. Art. §§ 2-108, 2-201, 2-204 and 2-405 (2017 Repl. Vol. & Supp.).[1]

BACKGROUND

1. Respondent had a Pet Health Insurance Policy through Healthy Paws Pet Insurance ("Healthy Paws"), with Westchester Fire Insurance Company ("Westchester") as the underwriting insurance company, an authorized insurer, and a division and subsidiary of Chubb Insurance ("Chubb") for his pet dachshund Abigail. The policy number was I22508246 (the "Policy"). The Policy effective date was August 19, 2020 and remained in effect through May of 2025 when Respondent began to send correspondence requesting the Policy be terminated. Respondent paid total monthly premiums of $41.26.

2. The Policy outlines in section IV subsection 1 the following pertaining to misrepresentation and fraud:

> This policy will be voided if you have concealed or misrepresented any material fact or circumstance concerning this insurance or the pet covered. We do not

---

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

> provide coverage, for an insured who has intentionally concealed or misrepresented any such facts or circumstances before or after a loss.

3. Respondent submitted a copy of the Certificate of Adoption, showing Respondent as the adopting party for pet "Abigail Margaret Ellentuck" ("Abigail") on January 3, 2015.

4. In response to an appeal by Respondent of a partially paid claim for an invoice dated December 2, 2024, representatives from Healthy Paws requested copies of the invoices directly from the Liberty Falls Veterinary Clinic (the "Clinic"). A comparison of the document submitted by the Respondent and the document received from the Clinic showed noticeable differences between the two documents. In addition to the difference in total cost for the visit, the invoice numbers did not match, nor did the document formatting. The invoice from the Respondent showed the customer name as A.E.,[2] and the Clinic invoice showed the customer name as the Respondent's name – Robert Ellentuck.

5. A Healthy Paws SIU investigator determined that A.E., who was listed on several invoices submitted by Respondent, was the father of the Respondent and had been deceased since May 1, 2023. The Adoption Certificate named Respondent as the adopting party, the Declarations named Respondent as the pet parent, and even if A.E. had become Abigail's owner, the Policy provides the following under its General Conditions:

> 3) You must be the owner of each pet shown on the pet schedule. If the pet owner dies, becomes unable to care for any insured pet, or passes the ownership of any insured pet, the coverage will continue without interruption, if approved in writing by us, subject to all other terms and conditions of this policy.

Healthy Paws never provided an approval in writing for any change in ownership for Abigail.

6. In an effort to authenticate the claims made by the Respondent, Healthy Paws representatives requested copies of treatment invoices directly from the Clinic to compare with the

[2] The MIA uses initials to protect the identity of parties.

invoices provided by the Respondent. Healthy Paws identified numerous invoices that were altered and did not match, citing potential overpayment to the Respondent in the amount of $4,405.30, dating from September 1, 2020 through the most recent invoice dated December 2, 2024.

7. A Healthy Paws representative obtained historical medical records and invoices from the Clinic dating back to May 7, 2020, showing many discrepancies with the invoices submitted by Respondent.

8. Following notification from Healthy Paws of potential fraudulent activity, the Respondent began to make changes to the Healthy Paws pet insurance account online, and sending emails and letters to Healthy Paws requesting that his name be removed from the account, and A.E. be listed as the sole account holder and pet owner for Abigail. The mailed letter stated previous letters had been sent requesting these changes, however claim notes indicate that Healthy Paws never received the letters Respondent claims to have previously sent in January and March of 2025.

9. Section 27-802(a)(1) of the 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.

10. On May 5, 2025, Westchester, having a good faith belief that Respondent committed insurance fraud, referred the matter to the MIA, Fraud and Enforcement Division, which opened an investigation.

11. On November 10, 2025, the Administration issued an Order, which found Respondent in violation of § 27-403(2) of the Insurance Article, and imposed a penalty of $3,000.00 pursuant to § 27-408(c).

12. On November 18, 2025, Respondent timely requested a hearing on the Order, staying the effect of the Order.

FINDINGS

13. An MIA investigator contacted a representative of the Clinic on August 14, 2025. The Clinic representative indicated that the Clinic standard practice is to provide invoices to their clients via email so the clients can submit their own claims through pet insurance policies. The representative further stated that in the case of the Respondent, the Clinic never made claims on his behalf. The Clinic has dealt exclusively with the Respondent regarding the care of Abigail for the past 6-7 years, and has not had any interaction with the Respondent's father A.E. since approximately 2020.

14. The documents provided by Healthy Paws were reviewed by the Maryland Insurance Administration. Since the death of A.E. on May 1, 2023, thirteen claims were made to Healthy Paws utilizing altered invoices. The invoices submitted by Respondent showed higher costs for services than the invoices from the Clinic, and changed items that were not covered by the Policy to items that would be covered by the Policy. The Clinic's invoices all list the customer name as the Respondent; Respondent's invoices all list the customer name as A.E. The explanation of benefits all list the pet parent as Respondent. The only excluded line item that appears in most of the invoices submitted by the Respondent and the invoices obtained from the Clinic for the thirteen claims at issue was the line item for an office visit. None of the other line items in the invoices submitted by Respondent were excluded, until the December 2, 2024 invoice, when Respondent's line item for "ear cytology" was not covered as a pre-existing condition. The Policy provides in pertinent part:

> II. EXCLUSIONS & LIMITATIONS
> 1) GENERAL EXCLUSIONS

We do not cover:
a. Veterinary examination fees.

15. No statement was provided by the Respondent in response to this investigation.

CONCLUSIONS OF LAW

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

§ 27-403(2)

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(2) and is subject to a penalty pursuant to § 27-408(c).

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. §§ 2-201(d) (1) and 2-405.

19. Having considered the factors set forth in § 27-408(c)(2), the MIA determined that a fine of $3,000.00 is an appropriate penalty.

20. Respondent does not admit to a violation of any law, disagrees with the Administration's Findings and Conclusions of Law, disputes the Administration's factual assertions, but wishes to avoid the cost, inconvenience and distraction of litigation, and is therefore willing to enter into this Consent Order and pay the penalty.

ORDER

WHEREFORE, for the reasons set forth above, it is this 25th day of February 2026, **ORDERED** by the Commissioner and consented to by Respondent, that:

A. Robert Paul Ellentuck shall pay an administrative penalty of **THREE THOUSAND DOLLARS ($3,000.00)** along with and at the same time as the submission of his executed Consent Order. The penalty shall be made payable, by check or money order, to the Maryland Insurance Administration and shall identify the case by MIA-2025-11-005 and Fraud Division file number R-2025-311676 and name Robert Paul Ellentuck. Payment of the administrative penalty shall be sent to Maryland Insurance Administration, Insurance Fraud & Producer Enforcement Unit, ATTN: Kristen Newton, 200 Saint Paul Place, Suite 2700, Baltimore, MD 21202.

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

C. Respondent waives any and all rights to any hearing or judicial review of this Consent Order to which he would otherwise be entitled under the Insurance Article with respect to any of the determinations made or actions ordered by this Consent Order.

D. Respondent understands and agrees that this Consent Order addresses and resolves only the administrative actions identified in this Consent Order. Nothing herein shall be deemed a waiver of the Commissioner's right to proceed in an administrative action or civil action for violations not specifically identified in this Consent Order or the Order issued on November 10, 2025, including, but not limited to, referrals by the same and/or other insurance companies received by the Administration, nor shall anything herein be deemed a waiver of the right of the Respondents to contest other proceedings by the Administration.

E. Respondent has reviewed this Consent Order and has had the opportunity to have this Consent Order reviewed by legal counsel of Respondent's choice. Respondent executes this Consent Order knowingly and voluntarily.

F. For the purposes of the Administration and for any subsequent administrative or civil proceedings concerning Respondent, whether or not related to the foregoing paragraphs, and with regard to requests for information about Respondent made under the Maryland Public Information Act, or properly made by governmental agencies, this Consent Order will be kept and maintained in the regular course of business by the Administration. For the purposes of the business of the Administration, the records and publications of the Administration will reflect this Consent Order.

G. This Consent Order contains the entire agreement between the parties relating to the administrative actions addressed herein, and supersedes any prior agreements or negotiations, whether oral or written, between Robert Paul Ellentuck on the one hand, and the MIA on the other hand. No timeframes or deadlines set forth in this Consent Order may be amended or modified without subsequent written agreement of the parties, and failure to comply with the terms of this Consent Order may subject Respondent to further legal action, administrative action, or both.

H. This Consent Order shall be effective upon signing by the Commissioner or her designee, and is a Final Order of the Commissioner pursuant to § 2-204 of the Insurance Article.

MARIE GRANT
Insurance Commissioner

BY: signatiure on original
ROBERT GUYNN
Associate Commissioner
Fraud & Enforcement Division

ROBERT PAUL ELLENTUCK'S CONSENT

ROBERT PAUL ELLENTUCK hereby CONSENTS to the representations made in, and agrees to the terms of, the above Consent Order, identified as MIA-2025-11-005 and Fraud Division File No. R-2025-311676.

Name: ROBERT P. ELLENTUCK
(Print)

Signature: signatiure on original

Date: 2/18/2026