

IN THE MATTER OF THE  
MARYLAND INSURANCE  
ADMINISTRATION

v.

ASHLEY DANIELLE HALL  
814 Thayer Avenue #406  
Silver Spring, MD 20910

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BEFORE THE MARYLAND  
INSURANCE COMMISSIONER

CASE NO. : MIA-2016-11-033

Fraud Division File No.: R-2016-2444A

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**ORDER**

This Order is entered by the Maryland Insurance Administration (“MIA”) against Ashley Danielle Hall (“Respondent”) pursuant to §§ 2-108, 2-201, 2-204 and 2-405 of the Insurance Article, Md. Code Ann. (2011 Repl. Vol. & Supp.) (“the Insurance Article”)

**I. Facts**

1. Respondent had a Renter’s Insurance policy with California Casualty Indemnity Exchange (“CCIE”), an authorized insurer. The policy was in effect from May 29, 2015 through May 29, 2016. The policy covered theft of personal property owned by Respondent.

2. On June 7, 2015, Respondent notified CCIE that on June 1, 2015, she parked her 2011 BMW at the Right Weight Center located at 7215 Hanover Parkway in Greenbelt, Maryland and left it unattended. When she returned to the parking lot at 12:10 p.m., she was unable to locate her car key fob and could not unlock the vehicle. Respondent had her car towed to BMW of Silver Spring located at 3211 Automobile Blvd. Silver Spring, MD 20904 by Carlito’s Towing at 3:45 p.m. Once Respondent gained access to her car, she discovered personal items had been taken. CCIE assigned claim number 50000306583.

3. Eight days later on June 9, 2015, Respondent made an in-person report to the Greenbelt Police Department of the purported theft. A police officer authored a report to

document the loss. According to the report, Respondent advised that brand name luggage with an estimated value of \$1,100.00 had been stolen along with personal property valued at \$10,665.00. The report noted that Respondent's vehicle showed no sign of forced entry.

4. On June 25, 2015, Respondent submitted a property inventory list to CCIE identifying numerous items of personal property, which had been stolen from her car. She valued the items at \$19,380.00. The items listed included, among other things, MCM brand luggage, two pairs of YSL Heels, Stella McCartney bag and a Céline purse.

5. On July 14, 2015, Respondent notified CCIE by e-mail that she had obtained a copy of the police report, although it did not contain a complete inventory of the items stolen. Subsequently, on August 5, 2015, Respondent again contacted the Greenbelt Police Department and made a supplement report, adding another \$4,950.00 in stolen personal property.

6. On August 26, 2015, CCIE referred the claim to its Special Investigations Unit ("SIU") as the claim exceeded \$10,000.00. CCIE contracted ICS Merrill, an investigations company (now known as Covent Bridge Group), to further investigate Respondent's claim.

7. In October, 2015, Respondent provided CCIE with following sales receipts from Nordstrom and Zara, as proof she had owned the items stolen from her BMW:

- Nordstrom receipt (ending in 0153) dated May 30, 2015; totaling: \$5,708.10
  - YSL Designer Heels - \$995.00
  - YSL Designer Heels - \$895.00
  - Stella McCartney Purse - \$1,195.00
  - Céline Purse - \$2,300.00
  
- Zara receipt (ending in 7201) dated May 30, 2015; totaling: \$270.81
  - Dress - \$69.90
  - Pants - \$69.90
  - Hat - \$25.90
  - T-Shirt - \$9.90
  - Overalls - \$ 79.90

Along with the sales receipts, Respondent provided CCIE with a copy of her Visa credit card statement.

8. On November 10, 2015, an ICS Merrill investigator interviewed a representative from the Loss Prevention Department of Nordstrom and learned that the receipt ending in 0153 was a legitimate store receipt, but all the items associated with that receipt had been returned after the date of loss. Two of the items were returned to Nordstrom on June 7, 2015, and the remaining items were returned on July 22, 2015.

9. On November 10, 2015, an ICS Merrill investigator interviewed a representative from the Loss Prevention Department for Zara and learned that receipt ending in 7201 was a legitimate store receipt, but three of the items (dress, pants, and overalls) were returned to Zara on June 22, 2015, after the date of loss.

10. Respondent failed to appear for a scheduled Examination Under Oath (“EUO”) on December 15, 2015, December 30, 2015, and January 27, 2016. On February 8, 2016, CCIE sent a letter to Respondent, denying her claim based on her failure to cooperate with CCEI’s investigation specifically her refusal to provide requested documents or to submit to an EUO.

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

An authorized insurer, its employees, fund producers, 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.

CCIE, having a good faith belief that Respondent committed insurance fraud, referred the matter to the MIA, Fraud Division.

12. In the course of its investigation, an MIA investigator confirmed CCIE’s handling of Respondent’s insurance claim.

13. On November 10, 2016, an MIA investigator interviewed a loss prevention associate for Nordstrom who confirmed Respondent's Nordstrom purchase on May 30, 2015, receipt ending in 0153 for \$5,708.10. The purchase was made on a Visa account, and the items listed on the receipt, a Stella McCartney purse (\$1,195.00) and a Céline purse (\$2,300.00) were returned on June 7, 2015, the total of \$3,704.70 was credited to Respondent's Visa account. Both pairs of YSL heels (\$995.00 & \$895.00) were returned on July 22, 2015, and \$2,003.40 was credited back to Respondent's Visa account.

14. On November 10, 2016, an MIA investigator attempted to reach Respondent by telephone, but was unable to leave a message as her voicemail was not set up. Letters were sent to Respondent on November 10, 2016, via certified and regular mail requesting her cooperation with the MIA's investigation. To date, Respondent has not contacted the MIA.

15. On November 15, 2016, an MIA investigator interviewed a loss prevention associate for Zara who confirmed Respondent's Zara purchase on May 30, 2015, receipt ending in 7201, totaling \$270.81; however, the items (dress, pants, and overalls) listed on the store receipt were returned and \$232.69 was credited back to Respondent's Visa account.

## II. Violation(s)

16. The Administration relies on the following pertinent sections of the Insurance Article in finding that Respondent violated Maryland's insurance laws:

17. **§ 27-403 (2)**

It is a fraudulent insurance act for a person:

(2) to present or cause to be presented to 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.

18. § 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

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(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.

19. By the conduct described herein, Respondent knowingly violated § 27-403. Because the fraudulent insurance act of submitting a false document in support of a claim is complete upon submission of the false document and is not dependent on payment being made, Respondent committed a violation of the insurance article when she provided false documents to CCIE. As such, Respondent is subject to an administrative penalty under the Insurance Article § 27-408(c).

**III. Sanctions**

20. 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.

21. Having considered the factors set forth in § 27-408(c)(2) and COMAR 31.02.04.02, the MIA has determined that \$3,000.00 is an appropriate penalty.

22. Administrative penalties shall be made payable to the Maryland Insurance Administration and shall identify the case by number (R-2016-2444A) and name (Ashley Danielle Hall). Unpaid penalties will be referred to the Central Collections Unit for collection. Payment of the administrative penalty shall be sent to the attention of: Steve Wright, Associate Commissioner, Insurance Fraud Division, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202.

23. 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, and subject to the right to request a hearing, it is this 21<sup>st</sup> day of November 2016, **ORDERED** that:

Ashley Danielle Hall shall pay an administrative penalty of three-thousand dollars (\$3,000.00) within 30 days of the date of this Order.

ALFRED W. REDMER, JR.  
Insurance Commissioner

signature on original

BY:

STEVE WRIGHT  
Associate Commissioner  
Insurance Fraud 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 issued. The written request for hearing must be addressed to the Maryland Insurance Administration, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202, Attn: Hearings and Appeals Coordinator. 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.