

IN THE MATTER OF THE
MARYLAND INSURANCE
ADMINISTRATION

v.

BRITTINE CIERRE HENDERSON
AKA Brittainey Cierre Henderson
9130 Sunset Ridge Road
Randallstown, Maryland 21133

BEFORE THE MARYLAND
INSURANCE COMMISSIONER

CASE NO. : MIA-2019-05-021
Fraud Division File No.: R-2019-0851A

ORDER

This Order is entered by the Maryland Insurance Administration (“MIA”) against Brittine Cierre Henderson (“Respondent”) pursuant to §§ 2-108, 2-201, 2-204 and 2-405 of the Insurance Article, Md. Code Ann. (2017 Repl. Vol. & Supp.)(the “Insurance Article”).

I. Facts

1. Respondent was a named insured on a renter’s insurance policy with Government Employees Insurance Company (“GEICO”), an authorized insurer, underwritten by American Bankers Insurance Company of Florida (“Assurant”) for her residence located at 8302 Hilmar Court, Windsor Mill, Maryland 21244. The policy was in effect from June 26, 2018 to June 26, 2019.

2. On August 20, 2018, Respondent notified Assurant that on August 17, 2018, someone broke into her home and stole personal property including, among other things watches, and a purse. Assurant opened a claim.

3. On August 23, 2018, Respondent submitted to Assurant the following receipts as proof she owned the items stolen in the burglary:

- Rolex watch purchase receipt dated January 20, 2018, from Elite Gold & Diamonds (“Elite”), Baltimore, Md. for \$18,500.00;

- Neiman Marcus shoulder bag purchased on January 9, 2017, from Neiman Marcus, Palo Alto [California] for \$5,100.00.

4. On August 23, 2018, in an effort to authenticate the Neiman Marcus receipt, an Assurant representative conducted a Google image search and found the receipt's image on the World Wide Web ("WWW"). Consequently, Respondent's claim was referred to Assurant's Special Investigations Unit ("SIU") for further investigation.

5. On August 28, 2018, Respondent contacted Assurant and advised she purchased the Neiman Marcus bag at Mondawmin Mall, Baltimore, Maryland.

6. On August 28, 2018, in an effort to authenticate the purchase of the Rolex watch, an Assurant representative emailed a copy of the receipt to a representative for Elite. In response, the representative for Elite advised the Assurant representative that the order was cancelled.

7. On September 6, 2018, an Assurant investigator conducted a recorded interview with Respondent who reported that the Rolex watch was purchased at Elite, Mondawmin Mall by her baby's father and given to her as a gift. Further, the Mondawmin Mall jewelry store is now closed and moved to Columbia, which she identified as Artisan Jewelers ("Artisan").

8. On September 7, 2018, Assurant sent Respondent a letter denying her claim as:

...our investigation into your claim has been completed. Based on the information we obtained we are making a decision to deny your claim for misrepresentation. Our investigation indicates that you intentionally provided false information pertaining to your claim. Our investigation revealed you claimed a Gucci shoulder bag and provided receipt from Google as proof of ownership for this item. In addition our investigation also revealed the order for the Rolex you claimed stolen was canceled. This intentional misrepresentation hindered our ability to perform an objective review of you claim. For this reason we are denying your claim for benefits.

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.

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

10. During the course of its investigation, the MIA contacted Assurant and confirmed the facts regarding its handling of Respondent's claim.

11. In response to an MIA investigator's efforts to contact Respondent, she called the MIA on March 20, 2019, and advised that her boyfriend is incarcerated; therefore, she was unable to provide the address for the jeweler where the Rolex was purchased. Further, she had purchased the shoulder bag at Saks 5th Avenue in Los Angeles, California.

12. On March 25, 2019, an MIA Investigator went to Artisan in Columbia, Maryland to verify the information provided by Respondent in her September 6, 2018, recorded interview with the Assurant investigator, (paragraph 7 above). The MIA investigator showed an Artisan representative a copy of the Elite Rolex receipt Respondent submitted to Assurant. The Artisan representative advised that he had no knowledge of the transaction and Artisan is not affiliated with Elite.

13. On March 25, 2019, an MIA investigator interviewed the owner of Elite who was familiar with the \$18,500.00 transaction identified on the receipt Respondent submitted to Assurant. He stated that on January 20, 2018, Respondent's boyfriend wanted to purchase the \$18,500.00 Rolex watch. He put down a \$500 deposit and traded a diamond chain to receive a \$5,000.00 credit toward the purchase of the Rolex. However, on January 25, 2018, Respondent's boyfriend cancelled the purchase and Elite refunded the \$500.00 deposit, and the diamond chain was returned to Respondent's boyfriend. The \$18,500.00 Rolex watch never left the store.

14. On March 26, 2019, an MIA investigator contacted Neiman Marcus, in Palo Alto, California. A representative advised that the \$5,100.00 Neiman Marcus receipt was legitimate. He provided the name of the customer who made the purchase at the Palo Alto retail location.

15. On April 4, 2019, an MIA investigator conducted a telephonic interview with the person who purchased the Neiman Marcus handbag at the Palo Alto, California retail store. She confirmed making the purchase on January 9, 2017; the bag as well as the original receipt was currently in her possession. She explained that her daughter uploaded the Neiman Marcus receipt to an internet website in an effort to resell the bag.

II. Violation(s)

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:

17. § 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.

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

* * *

(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 violated § 27-403. 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), the MIA has determined that \$3,000 is an appropriate penalty.

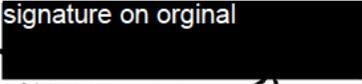
22. Administrative penalties shall be made payable to the Maryland Insurance Administration and shall identify the case by number (R-2019-0851A) and name (Brittine Cierre Henderson). Payment of the administrative penalty shall be sent to the attention of: Associate Commissioner, Insurance Fraud Division, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202. Unpaid penalties will be referred to the Central Collections Unit for collection.

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 15th day of May 2019, ORDERED that:

Brittine Cierre Henderson 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 served. The written request for hearing must be addressed to the Maryland Insurance Administration, 200 St. Paul Place, Suite 2700, Baltimore, Maryland 21202, Attn: Melanie Gross, Executive Assistant to the Deputy Commissioner. 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.