

IN THE MATTER OF THE  
MARYLAND INSURANCE  
ADMINISTRATION

v.

ANASHA DEVONNE SHANETT PAGE  
8303 MINDALE CIRCLE, APT. B  
WINDSOR MILL, MARYLAND 21244

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BEFORE THE MARYLAND  
INSURANCE COMMISSIONER

CASE NO. : MIA-2020-07-025

Fraud Division File No.: R-2020-1849A

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**ORDER**

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

**I. Facts**

1. Respondent was the named insured on a renter’s insurance policy with Liberty Mutual Insurance Company (“Liberty”), an authorized insurer, for her apartment in Windsor Mill, Maryland. The policy was in effect from October 26, 2018 through October 26, 2019.

2. On September 19, 2019, Respondent notified Liberty that on September 16, 2019, her apartment suffered water damage; personal property was damaged, to include, among other things, four pairs of boots. Respondent reported that she disposed of the damaged items.

3. On September 27, 2019, Respondent submitted to Liberty an inventory of items damaged, totaling \$4,981.00, along with two Neiman Marcus receipts. One receipt was for a pair of boots, purchased for \$519.40 from “Neiman Marcus Tysons.” The second receipt was for a pair of boots, purchased for \$845.88 also from “Neiman Marcus Tysons.” Both receipts identified Respondent as the purchaser.

4. On September 30, 2019, in an effort to authenticate the aforementioned Neiman Marcus receipts, a Liberty representative contacted the Neiman Marcus retailer, and learned that the receipts were fraudulent. Respondent's account history showed no history of purchasing boots. In light of the above information, Liberty referred Respondent's claim to its Special Investigations Unit ("SIU") for investigation.

5. On October 15, 2019, in an effort to authenticate the Neiman Marcus receipts, the Liberty investigator spoke with a sales representative at Neiman Marcus, Tyson's Galleria who examined the receipts, and verified they were fraudulent, due to, among other things, the store number was incorrect, the type of credit card used was not on the receipt, the employee number and register number were also missing.

6. On November 19, 2019, Liberty sent Respondent a letter denying her claim. The letter stated, in part: :

I have completed my review of your claim, which revealed misrepresentation, and attempt to commit fraud. After a careful investigation of your claim, we have determined that your policy does not afford coverage for material misrepresentation.

7. 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.

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

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

9. On June 30, 2020, an MIA investigator provided the Neiman Marcus, Director of Corporate Loss Prevention and Fraud Investigations with copies of the Neiman Marcus receipts Respondent submitted to Liberty. He concluded that both receipts were fraudulent. The receipt for \$519.40 was an altered recreation of a valid purchase receipt, for a purchase made by Respondent on May 25, 2019, for a different item. The item description formatting was incorrect. As to the receipt for \$845.88, the item description formatting and store number were incorrect, and the words “credit card” should not appear on a legitimate receipt.

## II. Violation(s)

10. 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:

11. § 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[.]

12. § 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.

13. By the conduct described herein, Respondent violated § 27-403(2) of the Insurance Article. The fraudulent insurance act of submitting false documents in support of a claim is complete upon submission of the false documents and is not dependent on payment being made. Respondent committed a violation of the Insurance Article when she submitted false documents to Liberty. As such, Respondent is subject to an administrative penalty under the Insurance Article § 27-408(c).

### III. Sanctions

14. 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.

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

16. Administrative penalties shall be made payable to the Maryland Insurance Administration and shall identify the case by number (R-2020-1849A) and name (Anasha Devonne Shanett Page). 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.

17. This Order does not preclude any potential or pending action by any other person, entity, or government authority regarding any conduct by 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 23<sup>rd</sup> day of July 2020, **ORDERED** that:

Anasha Devonne Shanett Page shall pay an administrative penalty of one thousand five hundred dollars (\$1,500.00) within 30 days of the date of this Order.

KATHLEEN A. BIRRANE  
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.