

**OFFICE OF THE INSURANCE COMMISSIONER
MARYLAND INSURANCE ADMINISTRATION**

MARYLAND INSURANCE ADMINISTRATION <i>EX REL M.C.</i> ¹ ,	*	REVIEW OF A RECOMMENDED
Complainant,	*	DECISION ISSUED BY
v.	*	LEIGH WALDER,
USAA CASUALTY INSURANCE COMPANY,	*	AN ADMINISTRATIVE LAW JUDGE
Licensee.	*	OF THE MARYLAND OFFICE OF
	*	ADMINISTRATIVE HEARINGS
	*	OAH No.: MIA-CC-33-22-31305
	*	MIA No.: MIA-2022-12-010

* * * * *

FINAL ORDER

Pursuant to Md. Code Ann., Ins. § 2-210(d) and COMAR 31.02.01.10-2H, the undersigned Maryland Insurance Commissioner, hereby issues this **summary affirmance** of the proposed decision below.

On February 14, 2023, this case was heard virtually by Administrative Law Judge (“ALJ”) Walder. On March 16, 2023, the ALJ issued a Proposed Decision, and on the same date the Office of Administrative Hearings mailed the Proposed Decision to the parties in this case. Attached to the Proposed Decision was the notice regarding the Right to File Exceptions advising all parties that pursuant to COMAR 31.02.01.10-1, they had the right to file written exceptions with the undersigned, within twenty (20) days from receipt of the Proposed Decision.

¹ The MIA uses initials to protect the identity of the parties.

Complainant submitted exceptions dated April 7, 2023, which the MIA did not receive until April 13, 2023. The due date for exceptions was April 5, 2023; thus making Complainant's submission untimely.

I have carefully evaluated the documentary record in this case and the Proposed Decision by ALJ Walder. In consideration thereof, and pursuant to COMAR 31.02.01.10-2D, I am persuaded that the result reached by the ALJ is correct. This Proposed Decision which is summarily affirmed under COMAR 31.02.01.10-2H is not precedent within the rule of *stare decisis* in other cases.

On page 14 of the Proposed Decision ALJ Walder orders that "the Licensee not be found in violation of sections 4-113 and 27-303 of the Insurance Article and that the charges made by the Complainant be **DENIED AND DISMISSED.**" I find it necessary to clarify the disposition of the case. Rather than dismissing the Complaint, I conclude that the determination issued by the Maryland Insurance Administration shall be hereby **AFFIRMED** based on the Findings of Fact and Discussion provided by ALJ Walder.

THEREFORE, it is hereby

ORDERED that the Proposed Decision of ALJ Walder be adopted as the Commissioner's Final Order, and it is further

ORDERED that the records and publications of the Maryland Insurance Administration reflect this decision.

It is so **ORDERED** this 13th day of April, 2023.

KATHLEEN A. BIRRANE

Commissioner

signature on original



ERICA J. BAILEY

Associate Commissioner for Hearings

MARYLAND INSURANCE	* BEFORE LEIGH WALDER,
ADMINISTRATION	* AN ADMINISTRATIVE LAW JUDGE
<i>EX REL.</i>	* OF THE MARYLAND OFFICE
M.C.,	* OF ADMINISTRATIVE HEARINGS
COMPLAINANT	*
v.	*
USAA CASUALTY INSURANCE	*
COMPANY,	* OAH No.: MIA-CC-33-22-31305
LICENSEE	* MIA No.: 2022-12-010

* * * * *

PROPOSED DECISION

STATEMENT OF THE CASE
ISSUE
SUMMARY OF THE EVIDENCE
FINDINGS OF FACT
DISCUSSION
CONCLUSION OF LAW
PROPOSED ORDER

STATEMENT OF THE CASE

On October 19, 2022, the Maryland Insurance Administration (MIA) received a complaint from M.C. (Complainant) alleging unfair claim settlement practices by USAA Casualty Insurance Company (Licensee). Specifically, the Complainant alleges that the Licensee erred in its handling of his automobile property damage liability claim for an accident that occurred on August 22, 2022.

On November 17, 2022, after an investigation, the MIA found that the Licensee did not violate sections 4-113(b)(5) or 27-303(2) or (6) of the Insurance Article and notified the

Complainant of its finding. On December 1, 2022, the Complainant requested a hearing. On December 16, 2022, the MIA transmitted the matter to the Office of Administrative Hearings (OAH) to conduct a contested case hearing. In its transmittal, the MIA delegated to the OAH authority to issue a Proposed Decision.¹

On February 14, 2023, I held a hearing at the OAH in Hunt Valley, Maryland. Md. Code Ann., Ins. §§ 2-210, 2-213 (2017 & Supp. 2022); COMAR 31.15.07. The Complainant represented himself. Benjamin A. Beasley, Esquire, represented the Licensee.

The contested case provisions of the Administrative Procedure Act, the MIA's hearing regulations, and the OAH's Rules of Procedure govern procedure. Md. Code Ann., State Gov't §§ 10-201 through 10-226 (2021); COMAR 31.02.01; COMAR 28.02.01.

ISSUE

Did the Licensee refuse or delay payment on a claim without just cause, or otherwise engage in any unfair claim settlement practice under the Insurance Article?

SUMMARY OF THE EVIDENCE

Exhibits

A list of exhibits offered into evidence is attached to this Proposed Decision as an Appendix.

Testimony

The Complainant testified on his own behalf.

Robin Hodges, Injury Claims Adjuster, testified for the Licensee.

¹ The Insurance Commissioner may delegate to the OAH the authority to issue: (a) proposed or final findings of fact; (b) proposed or final conclusions of law; (c) proposed or final findings of fact and conclusions of law; or (d) a proposed or final order. Code of Maryland Regulations (COMAR) 31.02.01.04-1A.

FINDINGS OF FACT

I find the following facts by a preponderance of the evidence:

1. The Licensee provided personal automobile insurance for Jason Gembicki for a 2019 Chevrolet Colorado.
2. The Complainant owned a 2014 Toyota Sienna which was insured by Liberty Mutual for liability coverage only.
3. On August 22, 2022, someone² operating the Complainant's Toyota was driving in a parking lot at the University of Maryland College Park.
4. The parking lot was oriented where only one lane of travel was available, allowing cars to turn into a parking spot, if available, from the lane of travel. If no parking spaces were available along the lane of travel, a driver would have to back up in the lane of travel for egress.
5. When the driver of the Toyota got to the end of the lane of travel, the driver began to reverse. At the same time the driver of the Toyota was reversing, Mr. Gembicki was backing out of his parking space into the lane of travel and the two vehicles collided.
6. The Complainant's Toyota was damaged in the accident.
7. On or about August 22, 2022, the Complainant contacted the Licensee seeking coverage, from Mr. Gembicki's insurance carrier, for damage caused to the Toyota.
8. On August 25, 2022, the Complainant's wife gave a recorded statement to the Licensee in which she advised that she was the driver at the time of the accident and did not see Mr. Gembicki backing out of his parking space.

² As will be recounted in these Finding of Facts, the identity of the driver is not entirely clear and, frankly, is not relevant to the issue at hand in this administrative matter. As such, I make no finding as to who the actual driver of the Complainant's vehicle was at the time of the accident.

9. On August 29, 2022, Mr. Gembicki gave a recorded statement to the Licensee in which he made the following statements:

. . . Uhm, and as I started to back up, I noticed the [Toyota] pull behind me, uhm, trying to find a spot. So I watched it pass. Uhm, I noticed they stopped, so I proceeded to back up. Uhm, and when I looked from my left shoulder to my right to check how close it was again,³ uhm, uh, we, I felt the collision.

. . . .
. . . I mean, when I got out, I said, I, I didn't, didn't look like you guys were backing up. Uh, and she didn't, the driver didn't really say anything.

. . . .
And it's my perception that I was pretty sure they were stopped before I started to go back again, but . . . you know. They could say the exact same thing, so. And I believe that's all the details that I know of.

(Lic. Ex. 3).

10. The Licensee reviewed photographs of the Chevrolet and the Toyota.

11. On September 16, 2022, the Licensee sent the Complainant a Liability Decision letter which set out: "[t]hrough our investigation, we have found our insured was not fully responsible for this loss. We are therefore unable to extend liability coverage for all your damages. You failed to pay full time and attention while-backing in the parking lot." (Lic. Ex. 5).

12. On September 21, 2022, the Complainant called the Licensee and requested that it provide a liability determination in writing. The Licensee explained that a Liability Decision letter was issued on September 16, 2022.

13. On September 27, 2022, at approximately 12:41 p.m., the Complainant called the Licensee to discuss its liability determination. The Licensee orally told the Complainant that it determined that the driver of the Toyota was 80% at fault for the accident.

³ Mr. Gembicki was repositioning his car after pulling into his parking space once he noticed he was too close to another parked vehicle.

14. On September 27, 2022, at approximately 1:19 p.m., the Complainant emailed the Licensee requesting that it put its determination that the driver of the Toyota was 80% at fault for the accident in writing.

15. On September 27, 2022, at approximately 1:31 p.m., the Licensee sent the Complainant an email in which it explained that it determined the driver of the Toyota was 80% at fault for the loss due to "failure to maintain a proper lookout while backing." (Lic. Ex. 6).

16. On October 3 and 4, 2022, the Complainant emailed the Licensee with a litany of mathematical figures to contest its determination that the driver of the Toyota was 80% at fault, explained that the driver of the Toyota had the right-of-way, and accused the Licensee of asking his wife a trick question when it asked if she saw Mr. Gembicki backing up.

17. On October 5, 2022, the Licensee emailed the Complainant stating:

. . . your driver had a greater duty to pay full time and attention while backing, the parking aisle your driver went down was a closed aisle with no way to turn around. I do find a higher percentage of negligence on your driver, in any event both drivers contributed to this accident. Please contact your insurance company regarding your vehicle damage.

(Lic. Ex. 7).

18. On October 6, 2022, the Complainant emailed the Licensee to explain that he disagreed with its determination, requested evidence to support its determination, and stated that the driver of the Toyota had the right-of-way.

19. On October 7, 2022, the Licensee sent the Complainant a Claim Information letter in which it stated that it had made a final liability decision and to contact Liberty Mutual to file a claim for his loss. The Licensee advised that in the event Liberty Mutual disagreed with the Licensee's determination, Liberty Mutual could file for subrogation/arbitration to seek reimbursement.

20. On October 10, 2022, the Complainant emailed the Licensee to explain that it was actually his daughter who was driving the Toyota at the time of the accident and that he did not disclose this information beforehand because: (1) he did not believe such information would change what transpired at the accident scene; (2) his daughter was unable to recall much of what occurred; and (3) his wife had a better understanding of what happened and, thus, could provide more detailed information to the Licensee.

21. In the email the Complainant sent on October 10, 2022, the Complainant included details recalled by his daughter, reiterated that the driver of the Toyota had the right-of-way, asserted that the Toyota didn't hit anything while backing up, explained that both cars were very close to one another when Mr. Gembicki started backing up, asserted that Mr. Gembicki backed up into the lane of travel causing his Chevrolet to hit the Toyota's right rear side, and asserted there is no evidence that the driver of the Toyota was speeding prior to the collision.

22. On October 12, 2022, the Complainant emailed the Licensee with mathematical details and a drawing to support his belief that the driver of the Toyota was 22.2 inches away from Mr. Gembicki's parking spot when Mr. Gembicki started backing out of his parking space.

23. On October 20, 2022, the Licensee sent the Complainant a Claim Information letter which set out that the Licensee would not be amending its claims decision as it has found both drivers to be at fault in the accident.

24. On October 21, 2022, the Complainant emailed the Licensee summarizing previous assertions, explaining his belief that Mr. Gembicki should be found 100% at fault, and notifying the Licensee that he filed a complaint with the MIA.

DISCUSSION

Applicable Law

When the MIA referred this case to the OAH, it directed the Administrative Law Judge conducting the hearing to pay specific attention to sections 4-113 and 27-303 of the Insurance Article. Section 4-113(b)(5) provides that the Insurance Commissioner may suspend, refuse to renew, or revoke an insurer's certificate of authority if the insurer "refuses or delays payment of amounts due claimants without just cause." Ins. § 4-113(b)(5) (Supp. 2022). Section 27-303 lists ten unfair claim settlement practices; based on the Complainant's complaint, the MIA reviewed this matter under section 27-303(2) and (6). Section 27-303(2), prohibits an insurer from refusing to pay a claim for an "arbitrary or capricious reason." Section 27-303(6) provides that it is an unfair claim settlement practice for an insurer to "fail to provide promptly on request a reasonable explanation of the basis for a denial of a claim[.]"

Neither the statute nor any regulation promulgated by the MIA defines the "arbitrary or capricious" standard. In *Berkshire Life Insurance Company v. Maryland Insurance Administration*, the Appellate Court of Maryland⁴ quoted from, and adopted, the Insurance Commissioner's interpretation of the "arbitrary and capricious" standard in an earlier MIA case:

"[A] claimant must prove that the insurer acted based on 'arbitrary and capricious reasons.' The word 'arbitrary' means a denial subject to individual judgment or discretion, and made without adequate determination of principle. The word 'capricious' is used to describe a refusal to pay a claim based on an unpredictable whim. Thus, under [Insurance Article section] 27-303, an insurer may properly deny a claim if the insurer has an otherwise lawful principle or standard which it applies across the board to all claimants and pursuant to which the insurer has acted reasonably or rationally based on 'all available information.'"

⁴ Effective December 14, 2022, the Maryland Court of Special Appeals was renamed the Appellate Court of Maryland.

142 Md. App. 628, 671 (2002) (citations omitted). As used in section 27-303 of the Insurance Article, “arbitrary or capricious” essentially means without reason or just cause.

The Insurance Commissioner may impose a penalty not exceeding \$2,500.00 for each violation of section 27-303 and may require an insurer to 1) make restitution, subject to the limits of any applicable insurance policy, to each claimant who has suffered actual economic damage because of the violation or 2) provide a claimant a payment that has been determined to be denied in violation of the unfair claim settlement practices section of the Insurance Article. *Id.* § 27-305(a)(1), (c)(1), (2) (Supp. 2022).

When not otherwise provided by statute or regulation, the standard of proof in a contested case hearing before the OAH is a preponderance of the evidence, and the burden of proof rests on the party making an assertion or a claim. Md. Code Ann., State Gov’t § 10-217 (2021); COMAR 28.02.01.21K. To prove an assertion or a claim by a preponderance of the evidence means to show that it is “more likely so than not so” when all the evidence is considered. *Coleman v. Anne Arundel Cnty. Police Dep’t*, 369 Md. 108, 125 n.16 (2002). In this case, the Complainant, as the party asserting the affirmative on the issue of a refusal/delay in payment and unfair claim settlement practices, has the burden of proving by the preponderance of the evidence that the Licensee refused or delayed in payment and acted arbitrarily and capriciously in denying the claim, and failed to promptly provide a reasonable explanation of the basis for the denial of the claim. COMAR 28.02.01.21K(1), (2)(a).

Sections 4-113(b)(5) and 27-303(2) of the Insurance Article

Section 4-113(b)(5) of the Insurance Article provides that the Insurance Commissioner may suspend, refuse to renew, or revoke an insurer’s certificate of authority if the insurer “refuses or delays payment of amounts due claimants without just cause.” Section 27-303(2) of

the Insurance Article provides that “[i]t is an unfair claim settlement practice . . . for an insurer [to] . . . refuse to pay a claim for an arbitrary or capricious reason based on all available information[.]”

The Complainant failed to establish that the Licensee refused or delayed payment of amounts due to him without just cause and also failed to establish that the Licensee refused to pay a claim for an arbitrary or capricious reason based on all available information. The Complainant initiated a claim for damages through Mr. Gembicki’s automobile insurance company, the Licensee, for damage caused to his Toyota on August 22, 2022. Once the Complainant initiated his claim, the Licensee obtained recorded statements from the Complainant’s wife (who initially held herself out to be the driver at the time of the accident) and Mr. Gembicki, it’s insured. Then, the Licensee reviewed photographs that were submitted of the Toyota and the Chevrolet after the accident occurred. There was no police report or witness account for the Licensee to rely upon when it made its liability determination on September 16, 2022. After reviewing the case file, the Licensee sent the Complainant a Liability Decision letter, on September 16, 2022, which explained that – after investigation – the Licensee determined that Mr. Gembicki was not fully responsible for the loss and, therefore, it declined to extend liability coverage for the damage to the Toyota.

The Licensee’s decision to deny extending liability coverage to repair damage to the Complainant’s Toyota could be seen to be factually correct or incorrect by the Complainant, but in any event, in this case, it resulted from a thorough investigation and a reasoned decision based on “all available information.” Based on the information before it, the Licensee concluded that the driver of the Toyota contributed to the accident. At the hearing, the Complainant conceded

that the Licensee's determination that the driver of the Toyota was at least partially responsible for the accident was a reasonable conclusion to make.

At the hearing, the Complainant conceded that the driver of the Toyota was partially at fault for the automobile accident. In fact, the Complainant believes that the driver of the Toyota should be determined to be approximately 50% at fault, but disputed the Complainant's determination that the driver of the Toyota was 80% at fault. Considering this concession, and factoring in that Maryland is a state that relies on the contributory negligence doctrine,⁵ the Complainant is unable to demonstrate that the Licensee violated sections 4-113(b)(5) and 27-303(2) of the Insurance Article.

The contributory negligence doctrine is applicable law, which the Licensee must consider in determining liability.⁶ As Ms. Hodges testified, even if the driver of the Toyota was deemed 1% at fault, the Licensee would not have extended liability coverage for damages to the Complainant's Toyota. Therefore, considering that the Licensee determined that both the driver of the Toyota and Mr. Gembicki contributed to the accident, as well as the Complainant's concession that the driver of the Toyota was at least partially at fault for the accident, as well as the contributory negligence doctrine relied upon by the Licensee, the Licensee did not refuse or delay payment of amounts due to the Complainant without just cause, nor did it refuse to pay a claim for an arbitrary or capricious reason based on all available information.

Rather, the Licensee had a valid reason for refusing to extend liability coverage to the Complainant as it properly applied the contributory negligence doctrine, which the Licensee has

⁵ The contributory negligence doctrine, which is applicable in actions at law, says that a plaintiff cannot recover if the plaintiff's negligence, or failure to exercise ordinary care, is a cause of the plaintiff's injury. *Harrison v. Mont. Co. Bd. of Educ.*, 295 Md. 442, 449-51 (1983); see also *Thomas v. Panco Mgmt. of Md.*, 423 Md. 387, 417-18 (2011); *Coleman v. Soccer Ass'n of Columbia*, 432 Md. 679, 690-91 (2013).

⁶ If it did not do so, the Licensee might be in breach of its duty to defend its insured.

a duty to apply across the board to all claimants, after determining both drivers at fault, and denied extending liability coverage to repair damage to the Complainant's Toyota for that reason. As such, the Licensee had just cause for refusing to extend liability coverage to the Complainant and, further, its actions were premised on a lawful principle or standard which the Licensee applied based on all available information.

The Complainant's arguments contesting the Licensee's determination that the driver of the Toyota was 80% at fault are futile when analyzing whether the Licensee refused or delayed payment of amounts due without just cause or refused to pay a claim for an arbitrary or capricious reason based on all available information. As the Complainant readily conceded even a modicum of fault at the hearing, he is unable to sustain his burden of demonstrating that the Licensee violated sections 4-113(b)(5) and 27-303(2) of the Insurance Article considering that the Licensee is obligated to apply the contributory negligence doctrine when determining whether to pay a claim.

For these reasons, the MIA correctly determined that the Licensee did not violate sections 4-113(b)(5) and 27-303(2) of the Insurance Article.

Section 27-303(6) of the Insurance Article

Section 27-303(6) of the Insurance Article provides that "[i]t is an unfair claim settlement practice . . . for an insurer [to] . . . fail to provide promptly on request a reasonable explanation of the basis for a denial of a claim[.]"

The evidence demonstrates that on September 16, 2022, the Licensee issued the Complainant a Liability Decision letter which explained that – after investigation – it determined that Mr. Gembicki was not fully responsible for the loss due to the fact that the driver of the Toyota “failed to pay full time and attention while backing in the parking lot.” (Lic. Ex. 5).

Therefore, the Licensee explained it would not extend liability coverage for the damage to the Complainant's vehicle. On September 21, 2022, the Complainant requested that the Licensee put its liability determination in writing, and the Licensee informed the Complainant that it issued its Liability Decision letter on September 16, 2022. On September 27, the Licensee followed up with the Complainant by sending an email that set out that the Licensee determined the driver of the Toyota was 80% at fault for the loss due to "failure to maintain a proper lookout while backing." (Lic. Ex. 6). After receiving further correspondence from the Complainant on October 3 and 4, 2022, the Licensee sent the Complainant an email on October 5, 2022, which set out:

... your driver had a greater duty to pay full time and attention while backing, the parking aisle your driver went down was a closed aisle with no way to turn around. I do find a higher percentage of negligence on your driver, in any event both drivers contributed to this accident.

(Lic. Ex. 7). After receiving emails from the Complainant on October 6, 7, 10, and 12, 2022, challenging the Licensee's determination, the Licensee sent the Complainant a Claim Information letter, on October 20, 2022, that explained that it would not be amending its claim decision as it had found both drivers to be at fault in the accident.

Reviewing this history, set out above, the Complainant is unable to demonstrate that the Licensee failed to provide, promptly, on request, a reasonable explanation of its basis for refusing to extend liability coverage to the Complainant. Each time the Complainant requested an explanation from the Licensee for its basis for refusing to extend liability coverage, the Licensee indicated that it determined that the driver of the Toyota contributed to the accident. This was the exact reason the Licensee refused to extend liability coverage to the Complainant. As such, the Licensee's explanation was reasonable as it set out the precise reason it was refusing to extend liability coverage. As discussed above, the Licensee can appropriately invoke

the contributory negligence doctrine when deciding whether to deny a claim. As the Licensee determined that the driver of the Toyota contributed to the accident, it could properly refuse to extend liability coverage to the Complainant. For these reasons, the MIA correctly determined that the Licensee did not violate section 27-303(6) of the Insurance Article.

One of the Complainant's requested remedies which, clearly, was the remedy the Complainant most sought at the hearing, was an order that the Licensee amend its liability determination from a finding that the driver of the Toyota was 80% at fault, to a finding that the driver of the Toyota was approximately 50% at fault. As support, the Complainant focused much of his presentation on disputing the Licensee's determination that the driver of the Toyota was 80% at fault by questioning who had the right-of-way in the parking lot, by detailing what observations were or were not made by both drivers when backing up, and by presenting evidence to demonstrate the distance between the Toyota and the Chevrolet when Mr. Gembicki began backing out of his parking space.

Even if I deemed it appropriate, I do not have the authority to grant this remedy. As clearly set out in section 27-305, the Insurance Commissioner may impose a penalty not exceeding \$2,500.00 for each violation of section 27-303 of the Insurance Article and may require an insurer to 1) make restitution, subject to the limits of any applicable insurance policy, to each claimant who has suffered actual economic damage because of the violation or 2) provide a claimant a payment that has been determined to be denied in violation of the unfair claim settlement practices section of the Insurance Article. Ins. § 27-305(a)(1), (c)(1), (2) (Supp. 2022). As such, my authority is limited to proposing a monetary penalty and providing restitution and payment for violations of section 27-303 of the Insurance Article. The remedy the Claimant sought is not available through this administrative process. And, as I do not find

that the Licensee violated section 27-303 of the Insurance Article, neither a monetary penalty, restitution, or a payment to the Complainant is warranted.

CONCLUSION OF LAW

I conclude, as a matter of law, that the Licensee did not refuse or delay payment on a claim without just cause, or otherwise engage in any unfair claim settlement practice under the Insurance Article. Md. Code Ann., Ins. §§ 4-113, 27-303(2) and (6) (2017 & Supp. 2022).

PROPOSED ORDER

Based upon the above Findings of Fact, Discussion, and Conclusion of Law, I **PROPOSE** that the Licensee not be found in violation of sections 4-113 or 27-303 of the Insurance Article and that the charges made by the Complainant be **DENIED AND DISMISSED**.

I further **PROPOSE** that the records and publications of the Maryland Insurance Administration reflect this decision.

March 16, 2023
Date Decision Issued

LW/ja
#204044

signature on original

Leigh Walder
Administrative Law Judge

RIGHT TO FILE EXCEPTIONS

Upon receipt of this proposed decision, affected parties have twenty (20) days to file exceptions with the Insurance Commissioner. COMAR 31.02.01.10-1B(1). If a party wishes to receive a transcript of the hearing before filing exceptions, the party has ten (10) days from receipt of the decision to either: 1) file a written request for a transcript with the Insurance Commissioner, or 2) request a transcript of the hearing from a private stenographer and file a copy of their written request to a private stenographer with the Insurance Commissioner. COMAR 31.02.01.10-1B(2). If a transcript is requested, the transcript must be filed with the Commissioner within sixty (60) days of the request, and then a party has thirty (30) days after the filing of the transcript to file exceptions. COMAR 31.02.01.10-1D. Written exceptions and requests for transcripts should be addressed to: Hearing and Appeals Coordinator, Maryland Insurance Administration, 200 St. Paul Place, Suite 2700, Baltimore, MD 21202. The Office of Administrative Hearings is not a party to any review process.

Copies Mailed To:

Complainant

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