MARYLAND INSURANCE	*	**BEFORE DANIEL ANDREWS,**
ADMINISTRATION	*	**AN ADMINISTRATIVE LAW JUDGE**
EX REL.	*	**OF THE MARYLAND OFFICE**
[redacted]	*	**OF ADMINISTRATIVE HEARINGS**
COMPLAINANT	*	
v.	*	
ALLSTATE INSURANCE	*	
COMPANY,	*	**OAH No.: MIA-CC-33-23-27474**
LICENSEE	*	**MIA No.:** [redacted]

* * * * * * * * * * * * *

PROPOSED DECISION

STATEMENT OF THE CASE
ISSUES
SUMMARY OF THE EVIDENCE
FINDINGS OF FACT
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PROPOSED ORDER

STATEMENT OF THE CASE

On February 15, 2023, the Maryland Insurance Administration (MIA) received a complaint from the [redacted] (Complainant) alleging that Allstate Insurance Company (Licensee) improperly handled or improperly denied her claim for personal property loss, related to an item of jewelry, a diamond ring.[1]

[1] The complaint was originally filed with the Consumer Protection Division (CPD), Office of the Attorney General (OAG) on or about February 10, 2023. On February 15, 2023, the MIA received a copy of the complaint from the CPD. On February 22, 2023, the MIA informed the Complainant that the complaint was forwarded to the MIA's Property and Casualty Unit for investigation. The original complaint included other issues the Complainant had with the Licensee related to her automobile insurance. This Decision only addresses the portion of the complaint related to the Licensee's denial of the Complainant's claim for personal property loss of a diamond ring.

After an investigation, on August 14, 2023, the MIA notified the Complainant that it determined that the Licensee did not violate Maryland Insurance law, specifically sections 4-113 and 27-303 of the Insurance Article. On August 15, 2023, the Complainant requested a hearing.

On October 17, 2023, 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 proposed decision.[2] The MIA's delegation to conduct a hearing directed the presiding Administrative Law Judge (ALJ) to pay specific attention to sections 4-113(b)(5) and 27-303(1), (2), and (6) of the Maryland Insurance Article.[3]

On March 7, 2023, I held a hearing via Webex, a video-audio teleconferencing platform.[4] Md. Code Ann., Ins. §§ 2-210, 2-213 (2017 & Supp. 2023); COMAR 31.15.07; COMAR 28.02.01.20B(1)(b). The Complainant was self-represented and participated in the hearing by telephone. Melissa D. McNair, 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 & Supp. 2023); COMAR 31.02.01; COMAR 28.02.01.

ISSUES

1) Did the Licensee refuse or delay payment of amounts due to the Complainant for a personal property loss without just cause in violation of section 4-113(b)(5) of the Insurance Article?

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[2] 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.

[3] Unless otherwise noted, all references hereinafter to the Insurance Article are to 2017 Volume of the Maryland Code.

[4] An originally scheduled hearing on January 9, 2024 was postponed by agreement to clarify or correct the MIA transmitted record of exhibits.

2) Did the License commit unfair claim settlement practices: by misrepresenting facts or policy provisions related to a claim; by refusing to pay a claim for an arbitrary or capricious reason; or by failing to promptly provide a reasonable explanation of the basis of a claim denial in violation of sections 27-303 (1), (2), and (6) of the Insurance Article?

SUMMARY OF THE EVIDENCE

Exhibits

I incorporated the entire MIA file, consisting of eight exhibits, into the record as follows:[5]

1. Emails between the Complainant, OAG, and the MIA, February 9, 10, and 16 2023, regarding the complaint about the Licensee, with the attached complaint.

2. Letter from the OAG, CPD to the MIA, February 10, 2023, with attached complaint by the Licensee, Letter from the MIA to Complainant, February 22, 2023, Memorandum from CPD to MIA, February 22, 2023

3. Letter from MIA to Licensee advise of a complaint by the Complainant and requesting a detailed accounting of the claim; a complete copy of the claim file/log; and a complete copy of the policy with all forms and endorsements, February 24, 2023

4. Licensee's response to MIA, March 2, 2023, with the following attachments:

   - Licensee's letter to the MIA, March 1, 2023
   - Claim File, date of loss August 18, 2018
   - Initial Claim Direction for Processor, August 20, 2018
   - Licensee's letter to Complainant denying claim for personal property loss, August 21, 2023
   - Certified copy of the Policy and Declaration, effective May 1, 2018

5. Email between MIA and Complainant regarding another unrelated complaint filed the Complainant, March 20 and 21, 2023

6. Email between MIA and Complainant regarding complaint and provision of any additional documentation to support the complaint and or request for additional coverage for jewelry, April 10, 2023

7. MIA letter to Licensee requesting additional information, April 11, 2023

[5] The MIA file contains documents related to other complaints filed by the Complainant about the Licensee, which are not relevant to the personal property loss claim for an item of jewelry.

8. Licensee email response to MIA, April 21, 2023, with attached certified copies of policy declaration pages from May 1, 1999 through May 1, 2024 and a copy of policy file notes.

9. MIA letter to the Complainant explaining that the Licensee did not violate Maryland law in its handling of the claim for personal property loss related to the lost jewelry, August 14, 2023

10. Complainant's request for a hearing, August 15, 2023

11. MIA letter to Licensee regarding the granting of the Complainant's request for a hearing, August 17, 2023

Neither the Complainant nor the Licensee offered any exhibits.

Testimony

The Complainant testified on her own behalf.

The Licensee presented the testimony of [redacted] Senior Product Risk Management Consultant, and [redacted], Full Replacement Cost Processer for the Central Specialty Office.

FINDINGS OF FACT

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

1. Beginning May 1, 1999 through May 1, 2019, the Complainant had an "Allstate Deluxe Homeowner's Primary Residence" policy issued by the Licensee, under policy number [redacted] (the Policy).

2. In 2018, the Complainant was employed by the Maryland Department of Corrections as a correctional officer.

3. Effective May 1, 2018, the Policy provided Personal Property Protection – Coverage C (Coverage C) for personal property owned or used by an insured anywhere in the world.

4. Under Coverage C, the Policy covered sudden and accidental direct physical loss to the property described in Coverage C, except as limited or excluded by the Policy, caused by sixteen described perils, including:

- Fire or Lightning
- Windstorm or Hail
- Explosion
- Riot or Civil Commotion, including pillage and looting during, and at the site of, the riot or civil commotion
- Aircraft, including self-propelled missiles and spacecraft
- Vehicles
- Smoke
- Vandalism and Malicious Mischief
- Falling objects
- Weight of ice, snow or sleet which causes damage to personal property in a building structure, but only if the building structure is damaged due to the weight of ice, snow or sleet
- Increase or decrease of artificially generated electrical current to electrical appliances, fixtures and wiring
- Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protection system or an appliance for heating water
- Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protection system, or from a household appliance due to accidental discharge or overflow
- Freezing of a plumbing, heating or air conditioning system or a household appliance
- Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police
- Breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any building structure on the residence premises.

5. The Policy's Declaration Page informed the Complainant that other coverages were not purchased by the Complainant including Extended Coverage on Jewelry, Watches, and Furs (Coverage J). If Coverage J had been purchased, then Coverage C Personal Property Protection would have been extended to pay for sudden and accidental direct physical loss to jewelry, watches, gems, precious and semi-precious stones, gold, platinum, with no restriction.

6. The Policy's Declaration Page also explained that the Policy did not include Scheduled Personal Property (SPP) Coverage, which could provide protection for items not covered by the standard property policy. The Declaration page explained that SPP Coverage typically does not require a deductible to be met and provided coverage for lost or damaged property and could provide coverage for jewelry (including wedding rings and precious or semi-precious stones).

7. On or about August 18, 2018, the Complainant was at work and was wearing a diamond ring. Sometime during the workday, the Complainant realized that she could not feel the ring on her hand and discovered it missing. After searching for the ring, the Complainant could not find the ring.

8. On August 20, 2018, the Complainant reported the personal property loss of the ring to the Licensee and filed a claim under the Policy.

9. On August 21, 2018, after a review of the Policy and based on the reported property loss, the Licensee denied the claim. The reason provided by the Licensee to the Complainant was that under the Policy there was no coverage for the mysterious disappearance of personal property. The Licensee also explained that to be covered under the Policy a personal property loss be within a covered peril, which did not include a mysterious loss.

DISCUSSION

Applicable Law

When the MIA transmitted this case to conduct a hearing, it directed the ALJ to pay specific attention to sections 4-113(b)(5) and 27-303(1), (2), and (6) of the Maryland 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. 2023).[6]

Section 27-303 lists ten unfair claim settlement practices. In relevant parts, section 27-303 provides that it is an unfair claim settlement practice to: misrepresent pertinent facts or policy provisions that relate to the claim or coverage at issue; to refuse to pay a claim for an "arbitrary or capricious reason"; and to fail to provide promptly on request a reasonable explanation of the basis for a denial of a claim. Ins. § 27-303 (1), (2), and (6). 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. 2023).

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*, 142 Md. App. 628 (2002), the Appellate Court of Maryland[7] 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

[6] Unless otherwise noted, all references hereinafter to the Insurance Article are to 2017 Volume of the Maryland Code.

[7] Effective December 14, 2022, the Maryland Court of Special Appeals was renamed the Appellate Court of Maryland.

> 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.'"

Id. at 671 (2002) (citations omitted). As used in section 27-303 of the Insurance Article, "arbitrary or capricious" essentially means without reason or just cause.

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. 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 an unfair claim settlement practice, has the burden of proving by the preponderance of the evidence that the Licensee failed to comply with the Insurance Article when it cancelled the Policy and then refused to reinstate the Policy. COMAR 28.02.01.21K(1), (2)(a).

Analysis

The Complainant complains that in 2018 the Licensee improperly denied her claim for property loss after she reported that she lost her diamond ring at work. After being a customer with the Licensee for over thirty years, and having had a series of recent insurance claims denied by them, the Complainant feels disrespected. Moreover, she believes that the Licensee was wrong to deny this property claim.

The Complainant primarily argues that the Licensee should have paid the property loss claim because, under Coverage C, the Policy covered a sudden and accidental direct physical loss to personal property. The Complainant asserts that when she lost the ring, that event was a

sudden and accidental loss. With this reasoning, the Complainant contends the Licensee should have paid her property loss claim.

Originally, the Complainant complained to the MIA that she believed that she purchased additional coverage under the Policy because she recalled having to provide documentation of an appraisal for the diamond ring to the insurance broker, who originally sold her the Policy. However, the Licensee was unable to produce any documents to the MIA to support her belief. The Complainant did not argue this issue during the hearing. Nevertheless, based on her original complaint to the MIA, the Complainant appears to complain that the Licensee either failed to properly document the additional coverage under the Policy or failed to pay the claim under the additional coverage provisions of the Policy.

The Licensee argued that under Coverage C of the Policy, there is coverage for the sudden and accidental loss of personal property. However, the Licensee asserts that Coverage C is limited to sixteen perils described within the Policy, which does not include the mysterious loss to personal property. For this reason, the Licensee denied the Complainant's property loss claim for the lost diamond ring.

In support of its position, the Licensee presented the testimony of [redacted] In 2018, [redacted] was the claims adjuster for the Licensee who was assigned to review and process the claim filed by the Complainant. [redacted] testified that the Complainant filed the claim on August 20, 2018, and reported that while at work she lost a gold ring with ten diamonds. [redacted] explained that she reviewed the Policy for coverage options and spoke with the Complainant on August 21, 2018 to obtain more information regarding the loss. During this conversation, the Complainant explained that while at work, she had the ring on her hand, realized that she did not feel the ring on her hand, and then discovered that it was no longer on

her hand. The Complainant also told [redacted] that she retraced her steps at work and could not find the ring. [redacted] explained that the insurance industry typically characterizes a loss as described by the Complainant as a "mysterious" loss. [redacted] also testified that after reviewing the Policy and based on the reported "mysterious" loss of the ring, it determined that under Coverage C, a mysterious loss was not a covered peril loss and denied the claim. [redacted] testified that she explained the reason for the denied claim and sent the Complainant a letter documenting the reason for the denied claim. [redacted] also explained to the Complainant that she could contact the insurance broker to discuss how additional coverages under the Policy could be obtained for jewelry moving forward.

In response to the complaint regarding additional or extended coverage under the Policy, the Complainant produced to the MIA the Policy's Declaration pages effective issued since she purchased the Policy beginning May 1, 1999 through May 1, 2024. *See* MIA Ex. 8. The Licensee also presented the testimony of [redacted], a senior product risk consultant for the Licensee. [redacted] explained that over the lifetime of the Policy, the Complainant only purchased the standard policy which contained coverage for personal property loss under Coverage C. [redacted] also explained that the Declaration pages for each renewal period informed the Complainant that other coverages under the Policy were not purchased and could provide additional coverage for personal property loss, including jewelry. [redacted] explained that had the Complainant purchased additional SPP coverage, depending on the property's value, the Complainant would have been required to provide an appraisal for the personal property and a bill of sale. Additionally, with added SPP coverage, the Complainant would have been charged an additional premium charge to the standard premium charges for the Policy, which would have been detailed on the Declaration

pages for each renewal period of the Policy. With this background, [redacted] explained that had the Complainant read the Declaration pages all of which were delivered to the Complainant at each renewal period, she would have been aware that she had never purchased any extended coverage for her jewelry.

The Complainant's interpretation of the Policy fails to demonstrate that the Licensee denied the property loss claim without just cause or for an arbitrary or capricious reason. The Complainant's position regarding the Policy only focuses on the first general clause of Coverage C which describes coverage for a sudden and accidental direct physical loss to personal property. The Complainant position disregards that the first general clause is followed by a second limiting or excluding clause which describes that the coverage is limited or excluded by sixteen listed perils. In essence, the Complainant's complaint is a dispute about the interpretation of the insurance contract between her and the Licensee. Generally, Maryland Courts interpret the language of an insurance policy in accord with the same principles applicable to the construction of other contracts. *Conners v. Gov't Emp. Ins. Co.*, 216 Md. App. 418 (2014). An insurance contract, like any other contract, is measured by its terms unless a statute, a regulation, or public policy is violated thereby. *Pacific Indem. Co. v. Interstate Fire & Casualty Co.*, 302 Md. 383, 388 (1985). The language used may be ambiguous if it is "general" and may suggest two meanings to a reasonably prudent layperson. *Id.* at 389. When a court finds that the contractual language is plain and unambiguous, the court will enforce the terms as a matter of law. *Conners* at 426.

This case is not resolved by settling a dispute regarding contractual interpretation of the Policy. The issue is whether the Licensee denied a claim without just cause or for arbitrary or capricious reasons. As just discussed, if a contractual term is ambiguous that means it may

suggest two meanings to a reasonably prudent layperson. In this case, Coverage C, when read in its entirety is not ambiguous. But even if the Policy terms were ambiguous, the Licensee's interpretation, while different than the Complainant's, does not necessarily render its decision to be without just cause or for an arbitrary and capricious reason. The Licensee's application of Coverage C is reasonably based on the application of both the general and limiting clauses of Coverage C. Accordingly, I conclude that the Licensee property denied the property loss claim with just cause and not for an arbitrary or capricious reason.

The evidence in this case demonstrated that the Complainant reported the loss of a diamond ring on August 20, 2018 to the Licensee. On August 21, 2018, the Licensee reviewed the Policy and the circumstances of the property loss with the Complainant and the Licensee promptly explained that the Policy did not provide coverage for a mysterious loss of personal property. Although the Complainant did not argue that the Licensee misrepresented policy provisions related to the claim or failed to promptly provide a reasonable explanation of the basis of a claim denial. These additional facts, with my earlier conclusion regarding the Licensee's application of Coverage C, demonstrate that the Licensee did not commit an unfair settlement practice by misrepresenting Coverage C or by providing an unreasonable explanation for denying the claim under Coverage C.

As to the issue regarding the Complainant's original complaint to the MIA regarding the Licensee's failure to document the purchase of any extended personal property coverages under the Policy. The Complainant was unable to provide any documentation to support her belief that she purchased extended coverage for personal property loss.

The Declaration pages of each renewal period of the Policy demonstrated that the Licensee reported to the Complainant that extended coverages for personal property loss were not purchased but were available to the Complainant. In Maryland, "[i]t is the obligation of the insured to read and understand the terms of [the] insurance policy, unless the policy is so constructed that a reasonable man would not attempt to read it.... If the terms of the policy are inconsistent with [her] desires, [she] is required to notify the insurer of the inconsistency and of [her] refusal to accept the condition." *See Twelve Knotts Ltd. P'ship v. Fireman's Fund Ins. Co.*, 87 Md. App. 88, 103-104 (1991). Had the Complainant read the Declaration pages, she would have been on notice that the extended coverages were not purchased. However, by not reading the Declaration pages and by not requesting extended coverage or at least not disputing the terms of the Policy as described in the Declaration pages, the Complainant accepted the Policy as issued by the Licensee.

CONCLUSIONS OF LAW

I conclude as a matter of law that the Complainant did not establish by a preponderance of the evidence that the Licensee refused a payment of amounts due to the Complainant for a personal property loss of a diamond ring without just cause in violation of section 4-113(b)(5) of the Insurance Article.

I further conclude as a matter of law that the Complainant did not establish by a preponderance of the evidence that the Licensee committed unfair claim settlement practices: by misrepresenting facts or policy provisions related to a claim; by refusing to pay a claim for an arbitrary or capricious reason; or by failing to promptly provide a reasonable explanation of the basis of a claim denial in violation of sections 27-303 (1), (2), and (6) of the Insurance Article.

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(b)(5) and 27-303 (1), (2), and (6) of the Insurance Article and that the charges made by the Complainant be **DENIED AND DISMISSED**.

Signature Appears on Original

April 8, 2024
Date Decision Issued

Daniel Andrews
Administrative Law Judge

DA/sh
#210643

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

Melissa D. McNair, Esquire

Megan Thompson-McKenna

OFFICE OF THE INSURANCE COMMISSIONER
MARYLAND INSURANCE ADMINISTRATION

MARYLAND INSURANCE ADMINISTRATION *EX REL* [redacted][1],	*	REVIEW OF A RECOMMENDED
	*	DECISION ISSUED BY
Complainant,	*	DANIEL ANDREWS,
v.	*	AN ADMINISTRATIVE LAW JUDGE
ALLSTATE INSURANCE COMPANY,	*	OF THE MARYLAND OFFICE OF
	*	ADMINISTRATIVE HEARINGS
Licensee.	*	OAH No.: MIA-CC-33-23-27474
	*	MIA No.: [redacted]

* * * * * * * * * * * *

FINAL ORDER

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

On March 7, 2023, this case was heard by Administrative Law Judge ("ALJ") Daniel Andrews. On April 8, 2023, ALJ Andrews issued a Proposed Decision finding in favor of the Licensee, 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

[1] The Complainant's initials are used to maintain confidentiality.
[2] Unless otherwise noted, all statutory references are to the Insurance Article of the Annotated Code of Maryland.

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. No exceptions were filed.

On page 14 of the Proposed Decision the ALJ orders that "the Licensee not be found in violation of sections 4-113(b)(5) and 27-303 (1), (2), (6) of the Insurance Article and that the charges made by the Complainants 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 Andrews.

ALJ Andrews correctly noted that the burden of proof in this matter rests with the Complainant as the moving party to prove by a preponderance of the evidence that the Licensee violated the Insurance Article. I have carefully evaluated the documentary record[3] in this case and the Proposed Decision by ALJ Andrews. Based on this review, I am persuaded that ALJ Andrew's Conclusion of Law that Licensee did not violate Sections 4-113(b)(5) and 27-303 (1), (2) and (6) of the Maryland Insurance Article is correct and pursuant to COMAR 31.02.01.10-2D hereby affirm this finding. 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.

THEREFORE, it is hereby

[3] For clarification purposes only, on page two of the Proposed Decision, Exhibit 2 should state with attached complaint by the Complainant not Licensee. Exhibit 4 should list the Licensee's letter to the Complainant denying the claim for personal property loss on August 21, 2018, not August 21, 2023, and the Licensee's response to the MIA on March 1, 2023, not March 2, 2023. The Conclusions of Law by ALJ Andrews are unaffected by these typographical errors.

ORDERED that references to the dismissal of the Complaint are hereby stricken from the Proposed Decision of ALJ Andrews,

ORDERED that the determination issued by the Maryland Insurance Administration is hereby **AFFIRMED** based on the Findings of Fact and Discussion provided by ALJ Andrews,

ORDERED that the Proposed Decision of ALJ Andrews 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 8th day of May 2024.

KATHLEEN A. BIRRANE
Commissioner

Signature Appears on Original

TAMMY R.J. LONGAN
Acting Deputy Commissioner