

**STATE OF MICHIGAN
DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES**

Before the Director of the Department of Insurance and Financial Services

Charles Mann,

Petitioner

v

Docket No. 20-007482

Case No. 20-1052-EI

LM General Insurance Company,

Respondent

For the Petitioner:

Charles Mann
21621 Whitmore St.
Oak Park, MI 48237

For the Respondent:

Stephen P. Brown
Plunkett Cooney
38505 Woodward Ave., Ste. 100
Bloomfield Hills, MI 48304
Email: sbrown@plunkettcooney.com

**Issued and entered
this 22ND day of February 2021
by Randall S. Gregg
Senior Deputy Director**

FINAL DECISION

I. INTRODUCTION

On December 15, 2020, Administrative Law Judge Erick Williams (Judge Williams) issued a Proposal for Decision After Rehearing (PFD) in the above-captioned matter. Judge Williams recommended that the Director issue a final decision consistent with the Findings of Facts and Conclusions of Law as outlined in the PFD. The factual findings in the PFD are in accordance with the preponderance of the evidence and the conclusions of law are supported by reasoned opinion. In addition, neither party filed exceptions to the PFD. Michigan courts have long recognized that the failure to file exceptions constitutes a waiver of any objections not raised. *Attorney General v. Public Service Comm'n*, 136 Mich App. 52 (1984);

see *also* MCL 24.281. For these reasons, and as set forth below, the PFD is adopted in full, and Petitioner's appeal of the Review and Determination dated April 6, 2020 (Review and Determination) is granted in Petitioner's favor.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Findings of Fact in the December 15, 2020 PFD are adopted in full and made part of this Final Decision. Although the PFD is adopted in full, it is necessary—for the purpose of clarity—to highlight the following factual developments that occurred between the time of the issuance of the Review and Determination, which was based solely upon the submission of written materials pursuant to R 500.1512, and the issuance of the PFD:

1. A contested case hearing occurred on November 10, 2020, during which the Petitioner and his daughter testified that the Petitioner never received Liberty Mutual's Health Coverage Verification Form (Form). Petitioner's failure to return the Form—which he testified he never received—served as the basis for Liberty Mutual's removal of the coordinated coverage discount and Petitioner's resulting premium increase.
2. The record is devoid of reliable evidence to rebut the Petitioner's testimony that he did not receive the Form. Without such evidence, Liberty Mutual's position that it increased Petitioner's premium based upon Petitioner's failure to timely return the Form is unpersuasive.

The Conclusions of Law set forth in the December 15, 2020 PFD are also adopted in full, made a part of this Final Decision, and restated herein as follows:

1. Liberty Mutual charged Petitioner an incorrect premium for the at-issue policy period.
2. The preponderance of the evidence supports a conclusion that the correct premium rate is \$6,385/year, and the Petitioner is obligated to pay Liberty Mutual for 217 days of insurance at that rate, which totals approximately \$3,796. Because Petitioner paid Liberty Mutual \$3,192, Petitioner owes Liberty Mutual \$604.

III. ORDER

Therefore, it is ORDERED that:

1. The PFD is adopted and made part of this Final Decision.
2. Liberty Mutual charged Petitioner an incorrect premium for the at-issue policy period.
3. Petitioner shall pay \$604 to Liberty Mutual in unpaid premium.



Randall S. Gregg
Senior Deputy Director

IN THE MATTER OF:

Docket No.: 20-007482

**Charles Mann,
Petitioner**

Case No.: 20-1052-EI

v

**Agency: Department of Insurance
and Financial Services**

**LM General Insurance Company,
Respondent**

Case Type: DIFS-Insurance

Filing Type: Auto Insurance

**Issued and entered
this 15th day of December 2020
by: Erick Williams
Administrative Law Judge**

**PROPOSAL FOR DECISION
AFTER REHEARING**

BACKGROUND

This opinion concludes that Liberty Mutual did not correctly bill Mann for the premium earned for the period the policy was in force.

On September 30, 2019, Charles Mann filed a complaint against LM Insurance Co. (referred to below as Liberty Mutual) with the Department of Insurance and Financial Services (DIFS). The complaint alleged in summary that Liberty Mutual had overcharged him for automobile insurance. On April 6, 2020, DIFS issued an opinion concluding that the company had not overcharged Mr. Mann. On April 7, 2020, Mr. Mann filed a demand for a hearing under MCL 500.2113(5), and DIFS referred the matter to the Michigan Office of Administrative Hearings and Rules for a hearing.

A telephone hearing convened under MCL 500.2113(5) and MCL 24.271 *et seq.* on July 30, 2020. Stephen R. Brown represented Liberty Mutual. Mr. Mann did not participate in the telephone hearing, and the hearing continued in his absence. No testimony was taken. Liberty Mutual's answer and exhibits were placed in evidence.

On August 3, 2020, I issued an opinion finding that the insurance premium dispute between Mr. Mann and Liberty Mutual had been resolved, and Mann did not owe Liberty Mutual \$1,345.82.

On August 7, 2020, Mr. Mann asked for a rehearing, saying that he had overslept as a result of medication he had been taking for a medical condition.

On August 24, 2020, Liberty Mutual filed a response. Liberty Mutual took no position on the motion for rehearing but took exception to the conclusions in my August 3, 2020, opinion regarding the \$1,345.82 debt. Liberty Mutual argues that Mann still owes the company \$1,345.82.

In the interest of getting to the bottom of the matter, I granted the motion for rehearing. A rehearing convened on November 10, 2020. Mr. Mann participated and testified. His daughter, [REDACTED], also testified. Mr. Brown participated; he explained what he knew of the situation and took questions from [REDACTED]. Following the hearing, the record was left open for two weeks for the parties to submit additional documents that they had mentioned during the discussion. Liberty Mutual submitted an affidavit from Robin Smith that I have listed below as Exhibit G.

EXHIBITS

Mann Exhibits

- Exhibit 1 October 3, 2019 Liberty Mutual statement of account
- Exhibit 2 June 6, 2019 Liberty Mutual bill
- Exhibit 3 May 16, 2019 Capital One letter to Mann
- Exhibit 4 June 3, 2019 Capital One letter to Mann
- Exhibit 5 September 4, 2019 Mann letter to Credit Collection Services
- Exhibit 6 August 23, 2019 Credit Collection Services bill
- Exhibit 7 September 13, 2019 Credit Collection Services letter to Mann
- Exhibit 8 October 8, 2019 Credit Collection Services bill
- Exhibit 9 November 19, 2019 Credit Collection Services bill

Liberty Mutual Exhibits

- Exhibit A September 27, 2018 Liberty Mutual policy declarations
- Exhibit B November 5, 2018 Liberty Mutual policy declarations
- Exhibit C October 3, 2019 Liberty Mutual letter and attachments:
 - Liberty Mutual account screen shots
 - October 8, 2018 Liberty Mutual letter
 - Liberty Mutual verification form
 - June 2019 Liberty Mutual bill
 - June 3, 2019 Capital One letter
- Exhibit D February 19, 2020 Liberty Mutual letter
- October 3, 2019 Liberty Mutual account statement

Exhibit E February 29, 2020 Liberty Mutual letter
Exhibit F June 6, 2019 Liberty Mutual bill
Exhibit G Robin Smith affidavit and attachments:
October 3, 2019 Liberty Mutual account statement
June 6, 2019 Liberty Mutual bill

APPLICABLE LAW

1981 AACRS R 500.1510 reads:

- (1) If a person believes an insurer has improperly denied him or her automobile or home insurance or has charged an incorrect premium for that insurance and if the insurer's internal complaint resolution process fails to resolve the dispute, the person has a right to bring the matter before the commissioner for resolution.
- (2) The complainant shall appeal the denial to the commissioner within 120 days of the date the insurer mails or delivers a proposed resolution or within 120 days after the end of the 30-day period which the insurer has to provide such a resolution, if no proposed resolution is provided.
- (3) The complainant is entitled to a review of the matter by the commissioner either by a review of written materials or, upon request, through a meeting with the parties involved in the dispute.

MCL 500.2111f (9) reads:

- (9) This section does not prohibit an increase for any individual insurance policy premium if the increase results from applying rating factors as approved under this chapter, including the requirements of this section.

MCL 500.2113

- (1) A person who has reason to believe that an insurer has ... charged an incorrect premium for that insurance shall be entitled to a private informal managerial-level conference with the insurer and to a review before the commissioner, if the conference fails to resolve the dispute.
- (2) An insurer shall establish reasonable internal procedures to provide a person with a private informal managerial-level conference regarding the matters described in subsection (1). These procedures shall include all of the following:

- (a) A method of providing the person, upon request and payment of a reasonable copying charge, with information pertinent to the denial of insurance or to the premium charged.
- (b) A method for resolving the dispute promptly and informally, while protecting the interests of both the person and the insurer.
- (3) If the insurer fails to provide a conference and proposed resolution within 30 days after a request by a person, or if the person disagrees with the proposed resolution of the insurer after completion of the conference, the person shall be entitled to a determination of the matter by the commissioner.
- (4) The commissioner shall by rule establish a procedure for determination under this section, which shall be reasonably calculated to resolve these matters informally and as rapidly as possible, while protecting the interests of both the person and the insurer.
- (5) If either the insurer or the person disagrees with a determination of the commissioner under this section, the commissioner, if requested to do so by either party, shall proceed to hear the matter as a contested case under Act No. 306 of the Public Acts of 1969, as amended.

FINDINGS OF FACT

On September 28, 2018, Charles Mann, who was about 79 years old at the time, bought an automobile insurance policy from Liberty Mutual to cover four cars. The coverage effective date was September 28, 2018. The quoted price was about \$6,385 per year.

According to Liberty Mutual, the \$6,385 price included a discount to account for the fact that Mann had health insurance. At the November 10, 2020, rehearing, Mr. Mann testified that he has health coverage from Medicare and Blue Cross Blue Shield of Michigan, and when he bought the Liberty Mutual automobile policy, he told the Liberty Mutual agent that he had health coverage under Blue Cross and Medicare. Liberty Mutual's first declarations page (Exhibit A) corroborates Mr. Mann's testimony that, on or about September 28, 2018, Mr. Mann told Liberty Mutual that he had health insurance available to cover him on a primary basis in the event of an accident. The declarations page, citing a \$6,385 annual premium, includes a "coordination of medical expenses" clause. Mr. Mann paid \$3,192.50, about half the \$6,385 annual premium, when the contract started, and he arranged to have future bills paid electronically.

Liberty Mutual claims that, on October 8, 2018, it sent Mr. Mann a letter and a verification form asking for details of his health insurance coverage. The letter asked for the following information about Mr. Mann's health insurance:

Health Insurer
Health Plan Name
Policy or Member Number
Health Insurer Phone Number
Employer Name
Employer Address

Mr. Mann did not return the verification form. Both Mr. Mann and his daughter testified that they did not receive the October 8, 2018, letter or its attached verification form.

On or about November 5, 2018, Liberty Mutual drafted a second declarations page that increased the contract price from \$6,385 to \$7,618 and omitted the "coordination of medical expenses" clause.

On March 28, 2019, Liberty Mutual presented a \$4,430 draft to Mr. Mann's bank, Capital One, and the bank paid it. The \$4,430 amount was calculated based on an annual contract price of \$7,618.

Mr. Mann's daughter helps him with his finances. Mr. Mann's daughter testified that she and her father were surprised by the \$4,430 debit from his bank account, and they made inquiries. They learned that Liberty Mutual had increased the premium on the policy from \$6,385 to \$7,618 and that Liberty Mutual attributed the price increase to Mann's failure to return the verification form giving specifics of his health coverage.

Mr. Mann's daughter asked Capital One for a refund of the \$4,430 payment, arguing that the transaction was unauthorized. Capital One refunded \$4,430 to Mr. Mann and clawed back the \$4,430 from Liberty Mutual.

These interactions between Mann, his bank, and Liberty Mutual continued during April, May, and June 2019. On or about May 3, 2019, Mr. Mann cancelled the Liberty Mutual policy. On or about June 6, 2019, Liberty Mutual sent Mr. Mann a bill for \$1,345.82 – the amount that Liberty Mutual claims is owed for coverage from September 28, 2018, through May 3, 2019, at the annual rate of \$7,618. Mr. Mann did not pay the bill, and Liberty Mutual sent it to a collection agency. Mann did not pay the collection agency, and the collection agency caused a negative entry on his credit history. Mann claims that he does not owe Liberty Mutual \$1,345.82.

On September 30, 2019, Mr. Mann filed a complaint with DIFS under MCL 500.2113 and 1981 AACRS R 500.1510. In his complaint, he summarized the transaction as follows:

On 3/29/2019 Liberty Mutual Auto Insurance company made an unauthorized transaction to my card in the amount of \$4,430.50. When I contacted them, I asked the why and they stated they had authorization I asked by who? because I would never authorize an auto renewal not knowing what I'm being charged prior. I advised them right then that they had no right to make the transaction without my authorization. I asked that the transaction to be reversed, which they refused. I contacted my Credit Card Company (Capital One), to dispute the charge made by Liberty Mutual Auto.... Capital One informed me that they will be reaching out to Liberty Mutual to request proof that I had authorization the transaction and allow time for them to investigate.

On 5/2/19 Liberty Mutual credited my card in the amount of \$3,084.68, per Capital One they were still investigation and Liberty Mutual had not provided proof that they were authorized to take a total payment of \$4,430.50. During the dispute process I received a bill from Liberty Mutual stating I owe them \$1,345.82, which I reported to ... Capital One. Due to Liberty Mutual not providing proof, I received two letters from Capital One dated 5/16/19 and 6/3/19 both letters stating the balance of \$1,345.82 had been credited back to my account. I received a full credit I was satisfied with the outcome.

On 8/23/19 Liberty Mutual had sent an account balance of \$1,345.82 to their collections bureau.... I contacted the collections bureau and explained to them that Capital One investigated and I was refunded the \$1,345.82, I forwarded them the proof and they still refused to clear me of debt. I am very upset that even after they had failed to provide valid proof, my account was forwarded to collections.

I only want what's fair and right and that's to clear me from bad debt, Liberty Mutual Auto had no right to send my account to their collections agency even after my credit card institution Capital One had credited my account and found that they could not provide proof. My credit is very important to me and at 80 years old and on a set income, I cannot afford to pay out this kind of money.

In its October 3, 2019, response to Mr. Mann's complaint (Exhibit C), Liberty Mutual wrote:

We show this automobile policy initiated on September 28, 2018, and cancelled effective May 3, 2019, as requested by Mr. Mann.

Our records indicate, on September 27, 2018, Mr. Mann contacted our licensed service center regarding a quote for automobile insurance. On the same date, a policy was written with the effective date of September 28, 2018, and an annual premium of \$6,381.00.

When the policy initiated, the selected bill method was pay in two. The first payment was received on September 27, 2018, for \$3,192.50. This payment was drafted from Mr. Mann's MasterCard [REDACTED].

Once the down payment was received, a new business packet was generated and mailed to Mr. Mann at [REDACTED]. The packet included the Michigan Health Verification Form. When the policy initiated, Mr. Mann purchased Personal Injury Protection (PIP) Coordination of Medical Expenses. This indicated, Mr. Mann agreed he had health insurance available to cover him on a primary basis in the event of an accident. The requested return date was 14 days from when the letter was mailed, which was October 8, 2018.

Due to not receiving the form within the required timeframe, we were unable to coordinate Mr. Mann's health insurance with his automobile policy. This resulted in a \$1,233.00, increase, which was applied and backdated to the inception of the policy on November 5, 2018.

On February 26, 2019, and March 25, 2019, email payment reminders were sent to Mr. Mann indicating a payment of \$4,430.50, would be drafted from his MasterCard on March 28, 2019. Our records indicate the payment was successfully received on the date advised.

On May 2, 2019, Mr. Mann contacted our licensed service center to inquire about the increase in premium. During the interaction, Mr. Mann was advised the PIP Coordination of Medical Expenses was removed due to not receiving the required documentation. As a result of the increase, Mr. Mann cancelled his policy.

Due to receiving the payment prior to the cancellation notice, a prorated refund was generated and disbursed to Mr. Mann on May 2, 2019. The disbursement amount was \$3,084.68.

On June 6, 2019, the prorated charge of \$1,345.82, was returned as a result of a charge dispute initiated by Mr. Mann and his financial institution. This amount was the difference between Mr. Mann's bill of \$4,430.50, minus the prorated refund of \$3,084.68. On this date, a standard policy bill was mailed to Mr. Mann, indicating the balance of \$1,345.82, was due no later than June 26, 2019. Due

to not receiving payment, the balance was sent to collections on August 20, 2019.

Coverage was provided to Mr. Mann from September 28, 2018, to May 3, 2019. Which is equivalent to approximately 7.5 months of coverage. The first half of the premium was successfully applied, which extended the equity date to February 26, 2019. The premium owed is the prorated amount from February 26, 2019, to the cancellation date of May 3, 2019.

At this time, we are maintaining our billing decision regarding the balance owed on Mr. Mann's cancelled automobile policy.

On April 6, 2020, DIFS issued the following opinion:

This dispute concerns automobile insurance premiums for the policy period beginning September 28, 2018. The policy was cancelled by the Petitioner on effective May 3, 2019. The details of the Petitioner's dispute with Respondent are described in the parties' statements reprinted above.

The issue to be resolved in this review and determination is whether the Respondent is entitled to receive \$1,245.82 from the Petitioner which the Respondent believes is earned premium for the time the policy was in force.

Michigan no-fault law permits an individual to coordinate Personal Injury Protection (PIP) coverage with an eligible health or disability policy ... to reduce auto insurance premiums.... [I]nsurance companies are permitted to request documentation to verify whether your health/disability plan is eligible for coordination.

In this case, Respondent requested, but did not receive, such documentation from the Petitioner. Consequently, the premium was not discounted.

The Director must decline to address the question of the Respondent's referral to a collection agency because that question is not within the Director's authority under the Michigan Insurance Code.

The Director finds that the Respondent correctly billed the Petitioner for the premium earned for the period the policy was in force.

On May 14, 2020, Liberty Mutual submitted an answer to the DIFS complaint that reads in part:

... the initial annual policy premium for Policy [REDACTED], effective September 28, 2018, was rated and computed based upon Petitioner Mann's representations at the time of the application that he had a coordinated health plan for medical expenses also covered by first-party personal protection injury (PIP) coverage. The annual premium was rated and computed as \$6,385.00 (Policy Declarations as Exhibit A).

In an October 8, 2018 letter to Petitioner Mann, LM General requested Mr. Mann verify his coordination of medical expenses by completing and returning the enclosed Michigan Health Coverage Verification Form to LM General within 14 days. The letter specifically advised Mr. Mann: "If you do not return this form within 14 days, adjustments may be made to your PIP coverage and premium." (October 8, 2018 letter included as part of Exhibit C).

Mr. Mann failed to complete and return the Michigan Health Coverage Verification Form and, therefore, based on the absence of coordination of medical expenses, LM General adjusted the annual policy premium up to \$7,618 retroactive to the Policy's September 28, 2018 inception date (Policy Declarations as Exhibit B).

In late March/early April 2019, upon learning that LM General took an auto payment from his credit card on file for the balance of the adjusted annual policy premium, Petitioner Mann disputed the charge. Petitioner Mann also ultimately instructed LM General to cancel Policy [REDACTED], which cancellation was recorded as effective May 3, 2019.

In support of LM General's position that it correctly rated, computed and charged the policy premium for LibertyGuard Auto Policy [REDACTED] issued to Petitioner Mann for the period it was in effect from September 28, 2018 to May 3, 2019, LM General relies up-on and incorporates by reference herein the following:

-LM General's October 3, 2019 response including attachments is attached hereto as Exhibit C;

-LM General's February 19, 2020 letter including the attached Statement of Account as Exhibit D;

-LM General's February 29, 2020 letter attached hereto as Exhibit E;

After various adjustments, credits, policy cancellation credit and a stop payment initiated by Petitioner Mann, the premium balance owed by Mr. Mann for the policy term September 28, 2018 through its cancellation on May 3, 2019, was computed as \$1,345.82.

In light of Petitioner Mann's dispute of the previous auto payment charge, LM General thereafter issued a paper Auto Insurance Bill as of June 06, 2019 requesting payment of the \$1,345.82 premium balance by June 28, 2019. (Auto Insurance Bill as of June 06, 2019 as Exhibit F).

Petitioner Mann did not pay the \$1,345.82 premium balance by June 28, 2019.

LM General eventually referred the collection of the \$1,345.82 premium balance to a collection agency.

Upon information and belief, the collection agency was similarly unsuccessful in collecting the \$1,345.82 premium balance from Petitioner Mann. Petitioner Mann's failure to pay the \$1,345.82 premium balance has apparently resulted in a negative report or indication on Mr. Mann's credit report that the \$1,345.82 premium balance remains unpaid and outstanding.

To the extent Petitioner Mann's April 7, 2020 appeal of the Director's Designee Review and Determination (dated April 6, 2020) asserts a complaint based upon LM General referring the collection of the \$1,345.82 premium balance to a collection agency and the resultant negative report or indication on Mr. Mann's credit report for his failure to pay, LM General respectfully submits that any such complaint is outside the authority and purview of the Director or this administrative hearing officer under the Michigan Insurance Code.

WHEREFORE, as set forth above and in the accompanying exhibit attachments, Respondent LM General Insurance Company maintains that it correctly rated, computed and charged the policy premium for LibertyGuard Auto Policy [REDACTED] issued to Petitioner Mann for the period it was in effect from September 28, 2018 to May 3, 2019 and, specifically, Petitioner Mann has not met his burden to overturn the Director's Designee finding and conclusion in the April 6, 2020 Review and Determination ...

On or about October 3, 2019, Liberty Mutual prepared a table that summarizes the transaction:

Account Statement

(Exhibit 1, Exhibit D, and Exhibit G)

Transaction Date	Effective Date	Transaction	Amount (Due LM)
27 Sep 18	28 Sep	New Business Premium	\$6,381.00
27 Sep 18	28 Sep	Surcharge/Statutory Fee	\$4.00
27 Sep 18	27 Sep	Payment – Thank you	\$3,192.50 CR
5 Nov 18	28 Sep	Policy Change 01	\$1,233.00
28 Mar 19	17 Apr	Installment Fee	\$5.00
28 Mar 19	28 Mar	Payment – Thank you	\$4,430.50 CR
2 May 19	3 May	Cancellation Credit	\$3,083.04 CR
2 May 19	3 May	Surcharge/Statutory Fee	\$1.64 CR
6 Jun 19	6 Jun	Dishonored Payment	\$1,345.82
3 Oct 19		Policy Balance	\$1,345.82

CONCLUSIONS OF LAW

On September 27, 2018, Liberty Mutual gave Mr. Mann, who claimed to have health insurance through Blue Cross and Blue Shield of Michigan, a \$6,385/year quote on an auto policy with coordination of medical benefits. Mann agreed to purchase the coverage. Mann paid Liberty Mutual \$3,192.50, and Liberty Mutual issued the policy. Liberty Mutual insured Mann for 217 days, from September 28, 2018 until May 3, 2019, when Mann canceled the policy. Liberty Mutual was entitled to collect a premium commensurate with its exposure. The issue in this case is what the rate should have been.

Both parties explicitly agreed on a rate of \$6,385/year, and Mr. Mann is obligated to pay at least that much. The \$6,385/year rate assumed that Mann had health insurance that covered him on a primary basis in the event of an accident. There is some evidence that Mr. Mann had such coverage. Mann testified at the November 10, 2020, hearing that he had health insurance through Blue Cross and Blue Shield of Michigan.

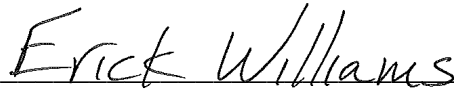
Liberty Mutual claims that the correct rate should have been \$7,618/year. I disagree. Liberty Mutual's proposed \$7,618/year rate assumes that Mr. Mann lacked health insurance that covered him on a primary basis in the event of an accident. Liberty Mutual's evidence on that point is relatively weak. The only evidence the company offered was Mann's failure to return a verification form. However, Mann claims not to have received the form. Mann's failure to return the form is inconclusive. It could mean that Mann lacked health coverage, or it could mean the form was not mailed, or it was

lost, or mislaid. Liberty Mutual's conjectural evidence that Mann lacked health coverage is not as credible as Mann's direct evidence that he had it.

In short, the preponderance of the evidence supports a conclusion that the correct premium rate is \$6,385/year, and Mr. Mann is obligated to pay Liberty Mutual for 217 days of insurance at that rate, which works out to approximately \$3,796. Since Mann paid Liberty Mutual only \$3,192, Mann owes Liberty Mutual \$604. Liberty Mutual did not correctly bill Mann for the premium earned for the period the policy was in force.

EXCEPTIONS

Pursuant to MCL 24.281, 2015 AACRS R 792.10132, and 2015 AACRS R 792.10608, a party may file exceptions to this proposal for decision within 21 days after the proposal for decision is issued. An opposing party may file a response to exceptions within 14 days after exceptions are filed. File exceptions and responses with Dawn Kobus, Department of Insurance and Financial Services, Division of Insurance, PO Box 30220, Lansing, Michigan, 48909, and send a copy to the other parties.



Erick Williams
Administrative Law Judge