



NATALIE A. HUBLEY
PRESIDENT

COMMONWEALTH AUTOMOBILE REINSURERS

101 Arch Street, Suite 400 Boston, Massachusetts 02110
www.commauto.com 617-338-4000

NOTICE OF MEETING

GOVERNING COMMITTEE REVIEW PANEL

A meeting of the Governing Committee Review Panel will be held at the Automobile Insurers Bureau Conference Center at 101 Arch Street, 7th Floor, Boston, on

WEDNESDAY, FEBRUARY 14, 2018 AT 1:00 P.M.

MEMBERS OF THE PANEL

Mr. Thomas DePaulo – Chair
Cabot Risk Strategies, LLC

Mr. John Kelly
Ms. Meredith Woodcock

MAPFRE U.S.A. Corporation
Liberty Mutual Group

AGENDA

GCRP

17.01 Records of Previous Meeting

The Records of the Governing Committee Review Panel meeting of August 31, 2017 should be read and approved.

GCRP

18.03 CAR Conflict of Interest Policy

The Chair will read a statement relative to CAR's Conflict of Interest Policy.

GCRP

18.04 Point Insurance Agency, Inc./Arbella Protection Insurance Company

Attached is a Request for Review submitted by Attorney Dana Casher representing the Point Insurance Agency, Inc. The agency is appealing the November 28, 2017 decision of the Market Review Committee to deny its request for relief from the termination action of the Arbella Protection Insurance Company. (Docket #GCRP18.04, Exhibit #1)

Note that additional document submissions previously provided by the parties to the Market Review Committee for its meetings of September 12, 2017, October 19, 2017 and November 28, 2017 are available on CAR's website. Refer to the Notice of Meeting, Additional Information and Records of Meeting documents for these meetings with assigned Docket #MR17.06, Exhibits #1 through 9.

Other Business

To transact any other business that may properly come before this Panel.

Executive Session

The Panel may convene in Executive Session in accordance with the provisions of G.L. c. 30A, § 21.

JOHN METCALFE
Director – Residual Market Services

Attachment

Boston, Massachusetts
January 31, 2018

CASHER LAW OFFICES

P.O. Box 848, Wilbraham, MA 01095 617-491-9122 Fax 617-507-7879

dana@casherlaw.com

December 29, 2017

Commonwealth Automobile Reinsurers
101 Arch Street, Suite 400
Boston, MA 02110
Attn: John Metcalfe

Re: Request for Review/Relief by Point Insurance Inc. of Notice of
Termination of Limited Servicing Carrier Agreement by Arbella

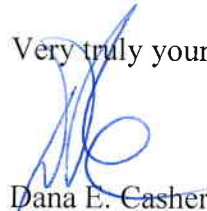
Dear Mr. Metcalfe:

As you know, I represent Point Insurance Inc. As I have assumed Point's representation in the above matter, I am enclosing my Notice of Appearance for filing in this action.

In accordance with your e-mail of November 29, 2017, I am enclosing a Request for Review/Relief to appeal the decision of the Market Review Committee. Kindly process same in your usual manner.

Please note that Point has waived the fifteen day hearing requirement for purposes of scheduling the hearing before the Governing Committee.

Very truly yours,



Dana E. Casher

DEC/hs
Enclosures
By Electronic Transmission and First Class Mail
Cc: Roberta Fitzpatrick, Esq.
Frances Robinson, Esq.
Bruno Rozembarque

COMMONWEALTH OF MASSACHUSETTS
COMMONWEALTH AUTO REINSURERS

In Re:


NOTICE OF TERMINATION OF
ARBELLA SERVICING CARRIER
AGREEMENT WITH POINT
INSURANCE, INC.

NOTICE OF APPEARANCE

TO THE DOCKET CLERK OF THE COMMONWEALTH AUTOMOBILE REINSURERS:

Please enter my appearance on behalf of Point Insurance, Inc., in the above-identified matter.

Respectfully submitted,



Dana E. Casher
CASHER LAW OFFICES
P.O. Box 848
Wilbraham, MA 01095
(617) 491-9122
BBO #551037

Dated: December 29, 2016

CERTIFICATE OF SERVICE

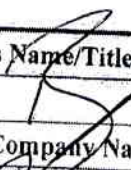
I hereby certify that I served the foregoing on Arbella on December 29, 2017 by electronic transmission.



Dana E. Casher

COMMONWEALTH AUTOMOBILE REINSURERS

REQUEST FOR REVIEW/RELIEF (PURSUANT TO CAR RULE 20/MAIP RULE 40)

Requestor's Name/Title: Bruno Ruzemborgue
Signature:  Date: 12/28/17
Agency or Company Name: Point Insurance, Inc.
Address: 1103 Commonwealth Avenue
City/Town: Boston State: MA Zip Code: 02215
Tel. #: 617-783-1160 Fax #: 617-783-2092 Email: bruno@pointinsurance.com

IF REPRESENTED BY COUNSEL OR OTHER PARTY, PLEASE COMPLETE THE FOLLOWING:

(Representation by counsel is not required):

Name of Rep: Dana E. Casher
Firm: Casher Law Offices
Address: P.O. Box 848
City/Town/St/ZIP: Wilbraham, MA 01095
Tel. #: 617-491-9122 Fax #: 617-587-7879 Email: dana@casherlaw.com

1 Reason For Review: A. Concisely summarize the reason(s) for your request for review, identifying the nature of your grievement or request for relief.
B. Identify the specific relief sought.

See Exhibit A submitted herewith

2	Details of Aggrievement(s):	Provide specific detail for each reason for the requested review cited above, including references to violations of CAR or MAIP Rules, the agency contract, or established practices of CAR, MAIP or one of its Members. Include historical reference, where appropriate. Attach supporting documentation. <i>See Exhibit B submitted herewith</i>
3	Actions(s) Taken to Date to Resolve the Matter:	State when you first became aware of each item/issue being contested and the steps taken to mitigate or resolve the matter prior to this request for a formal review. Attach supporting documentation. <i>See Exhibit C submitted herewith</i>

Scheduling of Review

Upon receipt of a completed Request for Review/Relief Form, a hearing date will be established within 15 business days. After a date has been confirmed, CAR will issue a written Notice of Meeting to all-affected parties and in compliance with the Open Meeting Law.

Request for Continuance

A request for a continuance of a review of the matter by CAR will be granted upon the agreement of all parties. Absent the agreement of all parties, a request for a continuance must be presented to the assigned Committee for approval.

Submission of Written Information

Any parties wishing to present written materials to be considered by the designated Committee must submit them to CAR's Docket Clerk no later than 12:00 p.m., 5 business days prior to the scheduled meeting date. Timely submitted materials will be docketed by CAR and distributed to the Committee as soon as practicable. Written materials submitted to CAR after 12:00 p.m. on the 5th business day prior to the scheduled meeting date will not be entered on the docket, but the submitting party may petition the Committee directly for consideration of such materials. The Committee has the discretion to determine whether such materials will be considered in its deliberations. In addition, parties who petition the Committee for the submission of materials are expected to be prepared to provide a minimum of 25 copies at the meeting. Parties should provide copies of ALL written materials that they wish considered in the matter to the opposing party in concert with their submission(s) to CAR and/or the Committee.

15 Day Waiver: Initial below if waiving the need for review within 15 business days:

I waive the 15 business day review while retaining rights to a review: (Initial):

**PLEASE NOTE: THIS FORM MUST BE COMPLETED AND RETURNED TO CAR
 PRIOR TO THE INITIATION OF A FORMAL REVIEW PURSUANT TO
 CAR RULE 20/MAIP RULE 40**

FOR COMPLETION BY CAR OFFICE - DO NOT WRITE BELOW

4	Assigned Docket Number:
5	Related Docket Number(s):
6	Assigned Review Forum: CAR COMMITTEE: _____ Scheduled Review Date: _____
7	Disposition:

EXHIBIT A

Reason for Review

Point Insurance Inc. ("Point") requests review of the decision of the Market Review Committee ("MRC") of November 28, 2017 in which the MRC voted to uphold the termination of Point's Limited Servicing Carrier Agreement with Arbella Protection Insurance Company ("Agreement" and "Arbella," respectively). Point states that the reasons that Arbella listed for terminating the Agreement were unfair, unreasonable and improper as well as being factually and legally incorrect.

Contrary to the assertions of Arbella, Point did not fail: a) to refrain from engaging in fraudulent activity in connection with the business of Motor Vehicle Insurance in violation of Rule 14.B.1.c; b) to provide a reasonable and good faith effort to verify the information provided by applicants, including licensing and rating date in violation of Rule 14.B.1.e; c) to notify the Servicing Carrier of Suspected Fraud in violation of Rule 14.B.1.k; or d) to cooperate with the Servicing Carrier during its investigation in violation of Rule 14.B.1.l. Furthermore, Point did not order coverages from the Servicing Carrier for which the insured is not eligible in violation of Rule 14.B.1.n and has never made any fraudulent representations to the Servicing Carrier. Rather, as was clear from the evidence provided, Point complied with the terms of the Agreement and instructions from the Servicing Carrier, relying in good faith upon information provided by the applicants.

Point seeks that the Governing Committee review the MRC's decision to uphold the termination pursuant to CAR Rules and G.L. c. 175, §113H, stay the termination, reinstate inappropriately canceled of non-renewed policies, order the Agreement reinstated, and order such other and further relief as may be requested and appropriate.

EXHIBIT B

Details of Aggrievement(s)

Since Point obtained its appointment as an Exclusive Representative Producer (“ERP”) and was assigned to Arbella as its Servcing Carrier, Point has been proactive in its efforts to work with Arbella. Point requested guidance from Arbella with respect to policies and procedures to avoid problems which its predecessor, Rapo & Jepsen Insurance Services, Inc. had encountered with Arbella. Arbella provided procedures, some of which Point objected to, Nevertheless, Point complied with all such policies and procedures and has complied with all CAR Rules. Additionally, Point requested a meeting with Arbella representatives to discuss the expectations of Arbella. It took months for Arbella to schedule that meeting and when it occurred, rather than making any effort to work together, Arbella tried to use that as an opportunity to entrap Point’s representatives in misstatements. Finally, Arbella has taken contradictory positions with respect to certain details related to issuing coverage. By way of examples only: a) Arbella has complained that Point’s inclusion of individuals who are not “employees” as operators on commercial policies constitutes a “fraudulent representation” when Arbella’s published materials require that any person (expressly including household members) who may be operating the vehicle should be listed as an operator and b) Arbella has claimed that it will not provide commercial coverage for trusts for Point’s customers, while welcoming such applications from other agencies.

Contrary to the allegations of Arbella, Point has not created any business entities for its customers. Point has required that all its customers seeking a commercial policy through CAR submit and sign all necessary documentation to establish eligibility for a commercial policy. Point has not knowingly facilitated any customer to obtain or supply false information on an application or renewal application. Point has notified all customers of the eligibility requirements for a commercial application and has refused and declined to submit applications for customers who are ineligible. In submitting applications, Point has followed Arbella’s guidelines and submitted all of the documents requested by Arbella and which were provided to Point by the customer. As all agencies must, Point has relied on information supplied by customers, to which they often attest under oath when preparing documents for submission to Arbella and has never done so knowing or suspecting the information to be false. Point checked and verified all corporate, licensing and registration data supplied by its customers before submitting it to Arbella. Finally, Point has never refused to cooperate with Arbella during any investigation. Indeed, when it has come to Point’s attention that fraudulent activity may be occurring, Point has notified Arbella and, on several occasions, has assisted customers in obtaining personal policies when commercial policies should not have been issued.

Point will provide additional documentation to address specific information submitted by Arbella at the November 28, 2017 hearing of which Point did not have notice in advance of the hearing in this matter.

EXHIBIT C

Actions Taken to Date to Resolve the Matter

As noted above, Point has not assisted any customer in creating a business entity. It has reviewed the Agreement, the law, and the CAR Rules to be sure it is in complete compliance with all requirements. Point requested guidance from Arbella, and initiated communications with Arbella to establish procedures designed to avoid concerns about commercial eligibility of its customers and Point instituted internal policies to conform to those procedures. Since the allegations of Arbella are largely without merit, Point is unable to identify remedial measures; however, it is open, as it has always been, to work with Arbella to resolve issues between them.