

**BEFORE ALLAN L. MCVEY INSURANCE COMMISSIONER
OF THE STATE OF WEST VIRGINIA**

**JARRETT SIMPSON,
Complainant,**

v. **ADMINISTRATIVE PROCEEDING NO.: 25-IC-181747**

**CHUBB INSURANCE COMPANY,
Respondent.**

FINAL ORDER

The undersigned, Insurance Commissioner of the State of West Virginia, does hereby adopts and approves the Recommended Decision of the Hearing Examiner, appended hereto, as well as the findings of fact and conclusions of law therein contained. The Complainant failed to prove that the Respondent violated the West Virginia Unfair Trade Practices Act.

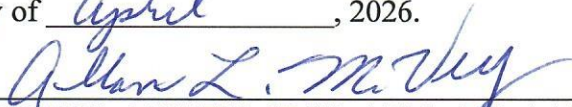
Therefore, the complaint should be denied.

THEREFORE, it is **HEREBY ORDERED** that the Complaint by Jarrett Simpson is dismissed.

The objections of any party aggrieved by this Order and to the Recommended Decision herein adopted are preserved.

The Commissioner's final orders are subject to judicial review in the Intermediate Court of Appeals as set forth in W.Va. Code § 51-11-4(b)(4). Any person aggrieved by this Order may, **within 30 days of the entry of the judgment being appealed**, file an appeal as set forth in W.Va. Code § 33-2-14 and Rule 5(b) of the West Virginia Rules of Appellate Procedure.

ENTERED this 20th day of April, 2026.



ALLAN L. MCVEY, CPCU, ARM, AAI, AAM, AIS.
INSURANCE COMMISSIONER

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**RECOMMENDED DECISION
OF THE HEARING EXAMINER**

On March 2, 2026, a hearing was held before Hearing Examiner Mark W. Carbone, Esquire, at the West Virginia Offices of the Insurance Commissioner, Charleston, West Virginia. Chuck Steele, Esquire, made an appearance on behalf of Chubb Insurance Company (hereinafter “Respondent”). Kaitlyn Adkins, Esquire, and Jarrett Simpson appeared on behalf of Jarrett Simpson (hereinafter “Complainant”).¹ Following the hearing, the matter was deemed submitted for recommended decision.

Based upon a thorough review of the entire record in this case, the undersigned now makes the following Findings of Fact and Conclusions of Law.

Findings of Fact

1. On February 13, 2025, the Complainant’s truck was damaged in a flood. There was a welder and several tools, including hand tools and electric tools in the truck that were lost in the flood. (Tr. P. 5)

¹ Ms. Adkins is married to the Complainant. Ms. Adkins proffered all of the facts at the hearing on behalf of the Complainant.

2. The Complainant reported the damage to his truck and loss of the tools to his insurance agent, Wayne Runyon of Runyon Insurance Agency. Mr. Runyon allegedly filed the claim with the Respondent right after the flood. There were two separate policies, one for the truck and another for the contents of the truck. The parties settled the damage claim for the truck. (Tr. P. 4, 5, and 9)

3. According to the Complainant, the first time that he heard from the Respondent was in an email on April 28, 2025. In that email the Respondent acknowledged the claim and asked that the Complainant to contact the Respondent. (Tr. P. 7)

4. The Respondent produced an email that was sent to the Complainant on April 24, 2025, but the Complainant claimed that he was aware of that email but responded to the email dated April 28, 2025. According to the email, the Respondent contends that the first record they have of the claim was on April 24, 2025. (Tr. P. 11, 12: Ex. 1)

5. The Complainant does not have a record of the initial claim filed for the contents of the truck, since it was filed by Mr. Runyon. When the Complainant talked to the Respondent on April 28, 2025, the Respondent was told that the claim had been filed in February. (Tr. P. 13-14)

6. During the April 28, 2025, the Complainant talked with Josh Spinner, an employee of the Respondent. During that conversation, Mr. Spinner indicated that there was going to be a flood exclusion. While they said that there was a flood exclusion issue, the Complainant was more concerned that there was only \$1,000.00 in coverage. (Tr. P. 16-17)

7. On April 30, 2025, a letter was sent by the Respondent to the home address of the Complainant. That letter outlined some potential coverage issues. The Complainant does not remember receiving this letter. (Tr. P. 15-16: Ex. 3)

8. The Complainant stated that they had been assured by Runyon Insurance Agency that there was flood coverage and that they were insured for \$500,000.00. The Complainant never actually received a copy of the policy nor was he provided a log in number for the Respondent's app. (Tr. P. 17)

9. Prior to the hearing, the Complainant attempted to get a copy of the policy but was unsuccessful. The first time the Complainant saw the policy was at the hearing. (Tr. P. 18: Ex. 4)

10. The Complainant reviewed the policy during the hearing and determined that the policy reviewed was not the policy that the Complainant had been told that he was purchasing by Mr. Runyon. The Complainant is aware that there have been many complaints filed against Mr. Runyon. (Tr. P. 19: Ex. 4)

11. The policy purchased by the Complainant is a liability policy. On page nineteen of the policy there is an exclusion for flood, surface water, waves, including tidal waves. The Complainant admitted that his claim, which was for flood damage, is excluded under the policy. (Tr. P. 20-21: Ex. 4)

12. On May 15, 2025, which is within twenty-one days that the claim was actually filed, a letter was sent to the Complainant denying coverage due to the flood exclusion. (Tr. P. 21: Ex. 5)

13. According to the Complainant, she was told by Mr. Runyon that he was getting a flood insurance rider on the policy that the Complainant purchased. There was no evidence presented that there was a flood insurance rider on the policy. (Tr. P. 24)

Issue

Whether the Respondent violated West Virginia Unfair Trade Practices Act. If so, what is the remedy?

Burden of Proof

The Complainant has the burden of proof to prove, by a preponderance of the evidence, that the Respondent violated the insurance laws of the State of West Virginia.

Jurisdiction

The West Virginia Offices of the Insurance Commissioner has jurisdiction over this matter under West Virginia Code § 33-2-3.

Analysis

This Complaint was filed because the Respondent denied the Complainant's claim for flood damage to the equipment and tools contained in the Complainant's truck after a flood in February 2025. A separate claim for damage to the truck itself was not part of this complaint and no issues as to that claim were raised in this matter.

The initial issue raised by the Complainant was the delay in the acknowledgement of his initial claim. West Virginia Code of State Rule § 114-14-5 is applicable to this issue. It states as follows:

§114-14-5. Standards For The Acknowledgment Of Pertinent Communications.

5.1. Acknowledgment of notices of claims. -- Every insurer, upon receiving notification of a claim shall, within fifteen (15) working days, acknowledge the receipt of such notice unless full payment is made within such period of time. If an acknowledgment is made by means other than writing, an appropriate notation of such acknowledgment shall be made in the claim file of the insurer and

dated. Notification given to an agent of an insurer shall be notification to the insurer.

The Complainant believes that his claim was filed in February 2025, right after the flood. The Respondent did not have any record of the claim being made until April 24, 2025. The Complainant did not file the claim but left it up to his insurance agent, Mr. Runyon. The Complainant did not have any record from Mr. Runyon with the date the claim was filed. Without proof that the claim was filed in February, the Complainant cannot prove that the Respondent violated West Virginia Code of State Rules § 114-14-5.

On May 15, 2025, the Respondent denied the Complainant's claim for flood damage to equipment and tools that were damaged during a flood on February 13, 2025. The Complainant believed that he had one million dollars of coverage for the damage to the equipment and tools in the truck.

The Complainant's belief was based on representations by Mr. Runyon, his insurance agent. The Complainant was told by Mr. Runyon that he had obtained a flood insurance rider on the policy that he sold to the Complainant. The actual policy purchased by the Complainant had an exclusion for flood damage and there was no flood insurance rider.

Prior to the date of the hearing, the Complainant had not seen a copy of his policy. Upon reviewing the policy, the Complainant agreed that there was no coverage for the equipment and tools in the truck due to flood damage. There can be no violation when the Respondent is following the terms and conditions of the policy. The fact that Mr. Runyon misrepresented the terms and conditions of the policy is not relevant to whether there was a violation or not.

The Complainant stated that she was aware that there were additional complaints filed against Mr. Runyon. It is unknown whether these complaints are similar or not to the Complainant's contention that Mr. Runyon misrepresented the terms and conditions of the policy

he purchased. Perhaps an investigation should be conducted into the practices of Mr. Runyon and the Runyon Insurance Agency.

Conclusions of Law

1. The West Virginia Offices of the Insurance Commission have jurisdiction over this matter by virtue of West Virginia Code Chapter § 33-2-3.

2. The Complainant has the burden of proof, by a preponderance of the evidence, to prove that the Respondent violated West Virginia Code of State Rules §§ 114-14-5 or any other insurance law.

3. The Complainant failed to prove that the Respondent violated West Virginia Code of State Rules § 114-14-5 since the Complainant was unable to prove that the claim was filed in February 2025.

4. The Complainant failed to prove that the Respondent violated any other insurance law since it was proven that the Respondent followed the terms and conditions of the insurance policy it had with the Complainant.

RECOMMENDED DECISION

It is the recommendation of the Hearing Examiner that the Complainant failed to prove that the Respondent violated West Virginia State Rule § 114-14-5 or any other West Virginia insurance law.. Therefore, the complaints should be denied.

Respectfully recommended,



MARK W. CARBONE