BEFORE ERIN K. HUNTER, INSURANCE COMMISSIONER
OF THE STATE OF WEST VIRGINIA

CHRISTIE LINABURG,

Complainant,

v. Administrative Proceeding No. 26-IC-187234

GEICO GENERAL INSURANCE COMPANY,

Respondent.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER DENYING REQUEST FOR HEARING

This matter came before the West Virginia Offices of the Insurance Commissioner (hereinafter, "OIC"), on Christie Linaburg's (hereinafter, "Complainant") request for a hearing on her third-party administrative complaint filed against Geico General Insurance Company, (hereinafter, "Respondent"). After consideration of Complainant's hearing request, the undersigned OIC did proceed to make the following findings of fact, conclusions of law, and order.

FINDINGS OF FACT

1. On October 5, 2025, a claim was reported to GEICO General Insurance Company involving an accident with a 2013 KIA Optima LX owned by the Complainant that occurred on October 2, 2025.

2. On October 6, 2025, GEICO accepted liability for the accident on behalf of its insured and arranged for an inspection of Complainant's vehicle.

3. On October 7, 2025, a GEICO adjuster inspected the vehicle in the presence of the Complainant at her residence. The adjuster determined the vehicle to be a total loss.

4. On October 27, 2025, GEICO reached out to the Complainant to confirm whether she wished to retain the vehicle. A follow-up letter was sent to her on October 31, 2025, detailing the breakdown of the vehicle's total loss settlement. GEICO used CCC One to conduct the market valuation report.

5. On October 29, 2025, the Complainant informed GEICO that she wanted to retain the vehicle. Complainant made several attempts to negotiate the settlement offer.

6. On or about January 8, 2026, she contacted GEICO to request the removal of the exhaust damage from the repair estimate and expressed her desire to have the vehicle repaired.

7. February 3, 2026, GEICO responded after review of damages stating the exhaust was damaged and would not be removed from the estimate.

8. On February 8, 2026, GEICO reached out to the Complainant to discuss her claim and the status of her vehicle. The Complainant indicated that she did not want to go through the GEICO salvage team to retain the vehicle. During a follow-up call, the salvage retention process was explained, and the Complainant confirmed that she understood the process and would continue to manage the salvage retention as needed.

9. On or about February 2, 2026, Complainant filed a third-party complaint with the OIC. Complainant alleged she believes her exhaust to be cosmetic and that it should not be included in the total loss calculation and that she feels she had been forced to accept the settlement.

10. The OIC investigated the allegations made in Complainant's third-party administrative complaint. The OIC concluded that Respondent had not violated any insurance laws or regulations of the State of West Virginia. A "no-merit" letter was mailed to Complainant

on or about March 30, 2026, stating there existed a "good faith dispute" between the parties over the value issue.

11. On or about June 2, 2026, the OIC's Consumer Division received a letter from the Complainant stating, "I am writing this letter because I feel I was in violation of having my car total [sic] so I would insist on contesting it." Complainant also alleges the adjuster had lied to her.

12. On or about June 24, 2026, the Complainant's June 2, 2026 letter was provided to the OIC's Legal Division for review.

CONCLUSIONS OF LAW

1. A disagreement regarding liability or value for an underlying claim does not alone signal an unfair claims settlement practice. "So long as the insurer acts in good faith, the insurer is not held to standards of omniscience or perfection; it has leeway to use and should consistently employ its honest business judgment." Jackson v. State Farm Mut. Auto. Ins. Co., 215 W.Va. 634, 600 SE2d 346 (2004), quoting Peckham v. Continental Cas. Ins. Co., 895 F2d 830, 835 (1st Cir. 1990). Respondent simply must show that its investigation was done in good faith given its own knowledge at the time of the relevant facts and claim concerning the underlying claim. See Jackson supra, at 642, quoting Bolden v. O'Connor Café of Worchester, Inc., 50 Mass App. Ct. 56, 734 N.E.2d 726 (2000).

2. Respondent promptly conducted and diligently pursued a thorough, fair and objective investigation and provided a total loss settlement offer to the Complainant.

3. Complainant disagreed with the determination that her exhaust damage should be included in the total loss estimate as she believes it is cosmetic in nature.

4. Respondent re-investigated and promptly communicated with Complainant's requests for evaluation of her claim.

5. No violations of the West Virginia insurance laws or regulations were found on behalf of Respondent in the handling of Complainant's claim.

6. W. Va. Code § 33-2-13 states, in pertinent part, "the commissioner may call and hold hearings for any purpose deemed necessary by him for the performance of his duties." Further, W.Va. Code R. § 114-13-3.3 states:

> 3.3 Hearing on written demand ~ When the commissioner is presented with a demand for a hearing as described in subsections 3.1 and 3.2 of this section, he or she shall conduct a hearing within forty-five (45) days of receipt by him or her of such written demand, unless postponed to a later date by mutual agreement. However, if the commissioner shall determine that the hearing demanded:
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> a. Would involve an exercise of authority in excess of that available to him or her under the law; or
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> b. Would serve no useful purpose, the commissioner shall, within forty-five (45) days of receipt of such demand, enter an order refusing to grant the hearing as requested, incorporating therein his or her reasons for such refusal. Appeal may be taken from such order as provided in W.Va. Code § 33-2-14.

7. W.Va. Code § 33-2-13 and W.Va. R § 114-1-3.3 afford the Commissioner discretion in deciding whether a hearing would serve a useful purpose. Holding a hearing in this matter would involve an exercise of authority in excess of that available to the Commissioner under the law in that it would be asking her to adjudicate a good faith dispute regarding the Complainant's underlying claim. This matter was properly closed pursuant to W.Va. Code § 33-1 l-4a(g), and a hearing on the matter would serve no useful purpose.

ORDER

Wherefore, since a hearing in this matter would serve no useful purpose and would involve an exercise of authority in excess of that available to the Commissioner under the law, it is **ORDERED** that the Complainant's request for a hearing is **DENIED**. Inasmuch as orders entered by the West Virginia Insurance Commissioner are subject to judicial review in the Intermediate Court of Appeals as set forth in W.Va. Code § 51-11-4(b)(4)2, any person aggrieved by this Order may, within 30 days after the entry of judgment being appealed, file an appeal as set forth in W.Va. Code § 33-2-14 and W.Va. R.A.P. Rule 5(b).

ENTERED this the 16th day of July, 2026.

Erin K. Hunter
West Virginia Insurance Commissioner