

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

MARK CHRISTINSON,

Complainant,

v.

ADMINISTRATIVE PROCEEDING NO: 25-IC-179086

STATE FARM MUTUAL AUTOMOBILE 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 complaints should be denied.

THEREFORE, it is **HEREBY ORDERED** that the Complaint by Mark Christinson 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 3rd day of April, 2026.

A handwritten signature in blue ink, appearing to read "Allan L. McVey", written over a horizontal line.

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

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**RECOMMENDED DECISION
OF THE HEARING EXAMINER**

On February 6, 2026, a hearing was held before Hearing Examiner Mark W. Carbone, Esquire, at the Moomau-Grant County Library, Peterstown, West Virginia. Mark Christinson (hereinafter “Complainant”), appeared pro se. Sabrena Gillis, Esquire, and Robert Barrall appeared via zoom on behalf of State Farm Mutual Automobile Insurance Company (hereinafter “Respondent”). 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 September 4, 2034, the Complainant was travelling to Winchester, Virginia, in a 2021 Tesla, when he was stopped at a stop light. While waiting for the light to turn green, the foot of the driver behind him slipped off the brake causing a collision between the driver and the Complainant’s vehicle. The vehicle that collided with the Complainant’s vehicle was being driven

by Houston Stokes but owned by Cheryl Graves. The Respondent insures Ms. Graves. (Tr. P. 5,15: Comp. Ex. 2, 3, Resp. Ex. 7)

2. The Complainant claimed that the collision forced his vehicle to go forward six to seven feet. The bumper cover and a sensor were damaged. (Tr. P. 5)

3. The day after the accident, the Complainant noticed that the vehicle was taking less and less of a charge. (Tr. P 6)

4. The accident was reported to the Respondent by the Complainant on September 18, 2024. The Respondent acknowledged the claim on September 19, 2024.

5. The Complainant claimed that he told the Respondent on September 18, 2024, that the batteries were taking less of a charge. The Complainant claims that the charge in his car batteries was so low that it could not be driven to the repair shop. The Respondent arranged to have the vehicle taken to the repair shop. The Respondent had no record of indicating that the Complainant told it about the charging issue on September 18, 2024. (Tr. P. 19, 31 Ex: 5)

6. The vehicle was originally sent to a Tesla Service Center; however, the Tesla Service Center does not do body repair, so the vehicle was sent to Nova Collision Center. The estimate to do the body work was \$902.42. The estimate was paid by the Respondent, (Tr. P. 33)

7. It was the opinion of Nova Collision Center that the problem associated with the batteries was not related to the accident. This opinion was based on the fact that there was only damage to the bumper and a sensor. There was no damage to the bumper reinforcement bar, no damage to the sub-assemblies, to the trunk or the taillights. The part of the car that held the batteries was several feet away from the impact point. (Tr. P. 5, 25, 40)

8. On October 11, 2024, the Respondent sent a tear down letter. This advised the Complainant that since it was the opinion of Nova Collision Center that the battery issue was not

related to the accident, he had the right to have the battery problem analyzed by another company. However, the Respondent retained the right to inspect the damage before repairs are made. In addition, if the Respondent determines that the damage was not the result of the accident, the Complainant will have to pay for the repairs and the analysis. (Tr. P. 36: Resp. Ex. 6)

9. The Complainant sent his vehicle to the Tesla Service Center who repaired the battery pack for approximately \$18,000.00. State Farm did not have the opportunity to inspect the vehicle before the repairs were completed. (Tr. P. 40: Resp. Ex. 7)

10. Mr. Trivett, of the Tesla Service Center, sent an email to the Complainant on October 4, 2024, wherein he stated that the vehicle's logs indicated that the vehicle started to have limited range problems on September 15, 2024, eleven days after the accident. Mr. Trivett did say that the decrease in the charging of the battery was related to the accident. However, there were no diagnostic codes provided nor did it appear that they were aware of the minor nature of the impact. (Tr. P. 40-42: Resp. Ex. 80)

11. The Respondent then reached out to Tesla to get additional information. They contacted a team manager at Tesla, Mr. Dean Erickson. The Respondent asked for the logs which indicated that the loss of battery charging was related to the accident. Tesla refused to share those logs with the Respondent. Tesla also refused to give the Complainant the logs. (Tr. P. 42-43: Resp. Ex. 2)

12. The Respondent then determined that it did not have any evidence that the battery issue was related to the accident, so it denied the claim. The Respondent sent a letter to the Complainant on October 30, 2024, explaining their position in denying the claim. (Tr. P. 44: Resp. Ex. 9)

13. The Complainant testified that the only dispute he has with the Respondent is its refusal to pay for the battery pack repair performed by Tesla. (Tr. P. 12)

14. On December 11, 2024, The Complainant filed a complaint with the West Virginia Offices of the Insurance Commissioner. A review of that complaint was held, and a no merit letter was issued on March 31, 2025. In that letter it was determined that there was a good faith disagreement as to liability. The Insurance Commission does not have authority to adjudicate a good faith disagreement as to liability. It was the determination of the Commissioner that the Respondent did not violate the Unfair Claims Settlement Act. The Complainant appealed the no merit letter. (Tr. P. 45-46: Resp. Ex. 10, 12)

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

The only issue raised by the Complainant during the hearing was that he believed that the Respondent should have paid to have the battery pack in his 2021 Tesla repaired. It is the Complainant's belief that the battery pack had been damaged during the accident that occurred on September 4, 2024.

There was a disagreement between the parties as to when the problem with the battery pack first manifested itself. In his testimony, the Complainant testified that he noticed that the batteries in his vehicle started to take less of a charge the day after the accident, however the Tesla analysis indicated that the batteries first demonstrated a problem on September 15, 2024. Based on the report from Tesla, it is apparent that the battery problems began on September 15, 2024, and not on the day after the accident.

Another issue of disagreement was when the Respondent was informed that there was a problem with the batteries. It was the Complainant's position that he reported the problem with the batteries the day he filed the claim with the Respondent, September 18, 2024. According to the case notes of the Respondent there was no record of the Complainant complaining about the batteries when the claim was filed.

In support of his position, the Complainant stated that he had to have his car towed to the repair shop since there was insufficient battery power to drive the vehicle to the shop. This position is credible.

Neither of these disagreements are germane to the issue at hand. The only real issue between the parties is liability. As was stated in the no merit letter, the West Virginia Offices of the Insurance Commissioner do not adjudicate issues as to liability.

The Respondent conducted a timely, thorough and fair and objective investigation into the Complainant's claim. No issue was raised by the Complainant concerning any violation of the Unfair Trade Practices Act. The only issue raised was as to liability, which cannot be addressed by the West Virginia Offices of the Insurance Commissioner.

Conclusions of Law

1. The West Virginia Office of the Insurance Commissioner has jurisdiction over the matter by virtue of West Virginia Code § 32-2-3.
2. The Complainant has the burden of proof, by a preponderance of the evidence, to prove that the Respondent violated West Virginia Unfair Trade Practices Act.
3. The Complainant failed to prove, by preponderance of the evidence, that the Respondent violated Unfair Trade Practices Act.
4. The West Virginia Offices of the Insurance Commissioner cannot adjudicate and disputes as to liability.
5. The only dispute between the parties is liability.

Recommended Decision

It is the recommendation of the Hearing Examiner that the Complainant failed to prove that the Respondent violated the Unfair Trade Practices Act. Therefore, the Complainant's complaint should be denied.

Respectfully recommended,



MARK W. CARBONE