STATE OF MAINE
DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION
BUREAU OF INSURANCE

In re*:** **Active Management Services, LLC,** ***d/b/a* O'NA HealthCare*, et al. **Docket No. INS-19-202**	**DECISION AND ORDER**

On May 16, 2019, through counsel, Bureau Staff submitted a Petition for Enforcement alleging that O'NA HealthCare, the late Alan Boyer, Lisa G. Hughes, Benjamin Zvenia, Jami Jessop, L.J. Fay, and other unnamed persons acting with them or on their behalf, committed multiple ongoing violations of the Maine Insurance Code. An adjudicatory proceeding was initiated, designating O'NA and the five named individuals as Respondents. As discussed in more detail below, O'NA HealthCare is a business name used by Active Management Services, LLC, and its successors. No request was made to join any additional respondents, no evidence was adduced implicating any additional persons or business entities, and Staff has now stipulated to the dismissal of L.J. Fay as a Respondent.

I held a public adjudicatory hearing in this matter on September 3, 2019. Ms. Fay appeared in person, along with Lawrence Semenza, representing Respondents O'NA, Zvenia, and Jessop (collectively, the "Settling Respondents"). After a recess requested by the participants, they returned to declared on the record that they agreed to a partial settlement, which I accepted. The Settling Respondents have stipulated "that O'NA HealthCare is an insurance company and is subject to the regulation of multiple states and the federal government, contrary to what is alleged in most of its advertising. All of its advertising, basically." They represented that O'NA intends to apply for a Certificate of Authority, but in the meantime, will cease doing business in this State. That morning, they added a disclaimer to their Website stating that their plans are not available in Maine.

The Settling Respondents further stipulated that they committed the violations alleged in Count I of the Petition (unauthorized transaction of insurance); Count II (failure of O'NA and Zvenia to respond to lawful inquiries by the Superintendent); Count III (false advertising relating to O'NA's financial resources and operational capacity); and Paragraphs (a) and (b) of Count IV (false advertising and otherwise misrepresenting that O'NA is not an insurer and is exempt from government regulation). There was no agreement regarding remedies or penalties, nor regarding the disposition of the remaining allegations in the Petition: Paragraphs (c) and (d) of Count IV (false advertising and otherwise misrepresenting that O'NA can provide exceptional benefits at low cost and offer unusual advantages due to association with a Native American tribe); Count V (unfair claims practices involving knowing misrepresentations to claimants and insureds); and Count VI (failure of O'NA and Zvenia to adopt and implement reasonable standards for the prompt investigation and settlement of claims).

For the reasons discussed more fully below, I find that the Settling Respondents did commit each of the additional violations to which they have not stipulated, and that Respondent Hughes committed each of the violations alleged in the Petition. I am dismissing the Petition as to Alan Boyer, who is beyond the reach of any further remedies. As a partial remedy, on October 16, 2019, I ordered that O'NA cease and desist doing business in this State and terminate all existing coverage as of October 31, and I established procedures for the runout of liabilities already incurred and the transition to coverage with a licensed carrier. In addition, I am now ordering the establishment of a $100,000 fund to provide such restitution as may be necessary to make all Maine enrollees whole, with any unused balance to be paid over to the Treasurer of State as a civil penalty unless it is subject to a higher priority claim in an insolvency or receivership proceeding. Respondents Hughes, Zvenia, and Jessop shall contribute $40,000, $20,000, and $5,000 respectively, with O'NA responsible for the remainder, including any shortfall resulting if the individual Respondents fail to pay in full.

Background

O'NA advertises nationally over the World-Wide Web, explaining that it "is a non-profit co-operative healthcare system that offers a high deductible–catastrophic health & wellness coverage that works just like an insurance plan." O'NA says it "is not subject to regulation by state, local, or federal government agencies," and that "Because O'NA HealthCare™ is comfortably nestled under a Native American tribal corporate umbrella, we are protected by many of the rights and privileges that Native American Indians enjoy today. Becoming a member does not require you to change any religious or political affiliations in which you may currently participate, but rather embrace an additional affiliation with a group that may save you a tremendous amount of money and provides the broadest healthcare choices and services available in the USA today." Similarly, O'NA tells potential sales representatives that "O'NA HealthCare™ is an example of a paradigm shift in healthcare provision. Because it is not strictly health insurance in the traditional sense, we do not require [representatives to be licensed as] a broker or agent to sell this plan." O'NA has identified 8 households in Maine, comprising 27 individuals, who have purchased this coverage.[1]

The precise terms of this coverage are not always clear. The record includes what O'NA represents to be "the document(s) delivered to members that constitute(s) a contract for healthcare coverage," but this contract recites that more details can be found in "the Member Plan Document." The New Member Welcome Packet recites that "It is highly recommended that you read the Plan Document in its entirety," but the Plan Document does not appear in the Welcome Packet's Table of Contents and is not identified as one of the documents members will be sent under separate cover." If the Member Plan Document actually exists and is provided to members, O'NA failed to disclose it in response to the discovery request asking for the contract documents.

[1] O'NA had previously disclosed in discovery that it had 10 covered lives in Maine with individual coverage and 32 with group coverage, who had submitted a total of 70 claims. However, O'NA subsequently stated that this response was erroneous and that the list of 27 enrollees, all with individual coverage, was complete. At this time, no additional enrollees have come forward in response to the Bureau's public offer of assistance.

Features of O'NA's coverage that do not comply with federal and state health insurance laws include, for example, premiums that are rated based on health status plus an additional "membership fee," exclusions and limitations for preexisting conditions, annual limits on benefits, and no coverage for preventive care until members have met a $5,000 annual deductible. Nevertheless, O'NA represents that its plan is "PPACA Compliant" and makes its enrollees eligible, through an arrangement with an entity called HealthEquity, for the federal tax benefits of a Health Savings Account.

The record is not sufficient to establish conclusively where members' premium dollars go. At least two different legal entities using the names "O'NA" and "Tribal Active Management Services" have been identified in documents that have been admitted into evidence. The first was a Utah limited liability company named Active Management Services, LLC. The Utah LLC was formed in 2013, with Timothy Vest, Stephen Oveson, and Alan Boyer named as managers; Zvenia was added as a manager in May of 2015, and Hughes in February of 2016. The Utah LLC registered "Tribal Active Management Services" as a business name in 2014, and registered "O'NA Health Care Plan" as an additional business name in 2015. Second, a nonprofit corporation named Tribal Active Management Services, Inc., *d/b/a* O'NA Healthcare, was chartered in February of 2016 under the laws of the Hoopa Valley Tribe, a federally recognized Indian Tribe in California. It was incorporated by Boyer, Zvenia, and Hughes "to operate exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Service *[sic]* … to operate as an independent healthcare company for the benefit of the Tribes that provides protection under Tribal Law."

In addition, an earlier version of O'NA's Website described O'NA as a subsidiary entity of the "OSDA GAN Tribal Trust," created by the "Elders of the United Cherokee Nation – Aniyvwiya" (which the federal government has not recognized as an Indian Tribe). However, the record contains a letter purportedly sent by the Elders of the United Cherokee Nation – Aniyvwiya, asserting that "Our Tribe has NEVER owned or managed Ona Healthcare. Those responsibilities were in the purview of Tribal Active Management Services (TAMS). The 'tribal' in the name was never us but was a mixture of tribal authorities, including the Nottaway Tribal Community and the Hoopa Valley Tribe,

through, as we understand it, a Hoopa Valley Governance Charter. The whole thing was the brainchild of a tribal attorney named Ben Zvenia. He and another person by name of Lisa Hughes are the last remaining officers of TAMS." Zvenia denies this allegation.

It does not appear from the record that any Native Americans have been involved at any time in the establishment, management, or operation of O'NA.[2] The enterprise has seen at least two acrimonious changes in control. In February of 2016, Vest made a filing with the Utah Secretary of State purporting to remove Boyer and Zvenia as managers, while Boyer and Hughes made their own filings, one with a cover letter on O'NA stationery, purporting to reinstate Boyer and Zvenia and replace Vest with Hughes as the third manager. Boyer, Zvenia, and Hughes emerged in charge, with Hughes becoming CEO upon Boyer's death, but later, in June of 2019, Hughes was removed and accused of financial irregularities.

Although this history of internal conflict and lack of organizational clarity might call into question whether the representatives who appeared at the hearing did in fact have the authority to represent the Settling Respondents, the circumstances of this case confirm that they did. Not only did they provide extensive documentation on behalf of O'NA and key personnel, including Zvenia and Jessop, their ability to represent O'NA and its principals effectively was demonstrated by the speed with which the disclaimer was added to O'NA's Website stating that coverage is unavailable in Maine.

Count I: Unauthorized Insurance

The Settling Respondents have stipulated that O'NA is an unauthorized insurer. However, because that stipulation is not binding on Respondent Hughes, it is necessary to lay to rest any doubt as to whether O'NA is fully subject to Maine's insurance laws and the regulatory authority of the Superintendent.

This is not difficult, however. O'NA collects regular contributions from members, and in return for those contributions, agrees to reimburse specified health care expenses

[2] Boyer's obituary reports that "One of Alan's greatest achievements in his later years was acceptance as a sovereign member of the Great Cherokee Nation." However, he was originally from Yorkshire and did not come to America until 1998, when he was 39 years old.

after the member meets the specified annual out-of-pocket limit. That is health insurance. 24-A M.R.S. § 3, 704(1).

There is nothing in the nature of the plan, and no applicable exemption under state or federal law, that might call that obvious conclusion into question. Although O'NA's summary of Eligible Medical Benefits purports to disclose that "This is not insurance but a Cooperative Pooled Self-Funded Plan," insurance regulation is not optional, and such disclaimers have no legal effect. "Insurer" is not a credential that an enterprise can use if it qualifies for the title but is free to disclaim as long as it warns its customers that they will not have the protections of the insurance laws. Whether an enterprise is an "insurer" depends entirely on what it does, not on the terminology it uses. Subject to limited exception that do not apply here, the Maine Insurance Code applies to all enterprises that are paid to assume risk, whatever they call themselves.[3]

It is not clear what O'NA means when it calls itself a Cooperative Pooled Self-Funded Plan. Some unauthorized insurers have attempted to evade regulation by carefully avoiding any unconditional written promise that the benefits they have advertised will necessarily be paid in full. But even if that is what O'NA is trying to do by using terminology such as "self-funded," that is only a reflection on the quality of the benefits it sells, and does not alter the fact that those benefits are, by their nature, insurance benefits. O'NA assures its members that even though it is "a non-profit co-operative healthcare system"[4] rather than an insurer, its coverage "works just like an insurance plan." A plan that works like an insurance plan is an insurance plan.

The record shows conclusively, both from consumer testimony and O'NA's own business records, that O'NA has done business in Maine. No Respondent has cited any federal or state law that would exempt O'NA from regulation as an insurer. Even if O'NA's claims to some special status under the Affordable Care Act (ACA) were valid, that would only have affected the obligations of O'NA and its enrollees under federal law,

[3] Likewise, the payment an insurer collects is a "premium" even if the insurer insists on calling it something else in an effort to argue that it does not collect premiums. 24-A M.R.S. § 2403. Furthermore, O'NA's financial; statements do refer to its principal revenue source as "premiums."

[4] The financial statements O'NA has provided report "profits" and year-end "equity" for each year of operation.

and would not have changed the State's authority to regulate O'NA in any way. ACA § 1321(d). Similarly, even if O'NA's claims to enjoy the benefits of tribal sovereignty were valid, that would not exempt it from laws regulating business it transacts with non-Indians outside Indian land. Finally, O'NA makes vague appeals to religious freedom, citing court cases protecting the sacramental use of peyote. But O'NA has never claimed that selling insurance is a religious activity. The protections granted to religiously-based health expense arrangements are statutory rather than Constitutional in nature and are limited in scope. In Maine, the Legislature has granted health care sharing ministries an exemption from the insurance laws, and deemed them not to be engaged in the business of insurance, if they qualify under the requirements set forth in 24-A M.R.S. § 704(3). O'NA does not come close to satisfying those requirements, which include continuous existence since at least December 31, 1999; participation limited to individuals with a particular religious affiliation; providing written monthly reports to members of expense-sharing requests submitted and accepted; and making an annual audited financial statement publicly available on request. O'NA, by contrast, began providing coverage in 2016,[5] advertises that membership is not conditioned on any belief or affiliation, and does not have its finances audited or provide any financial reports to members or the public.

The final word on the subject is O'NA's own response when it was asked to explain the legal basis for its contention that its health plans are not insurance. It was short and to the point: "O'NA Healthcare is a high deductible, low premium catastrophic health insurance."

I therefore conclude, as alleged in Count I of the Petition, that O'NA has done business as an insurer in the State of Maine without a certificate of authority, in violation of 24-A M.R.S. § 404.

[5] O'NA's 2016 financial statement indicates that operations began on February 10, 2016. The "O'NA HealthCare Plan" business name was registered on June 9, 2015. However, O'NA advertises: "Luckily, O'NA HealthCare™ offers the benefits of an HSA without the constant worry that your costs will go up. Our premiums haven't changed since 2014!"

Count II: Failure to Respond

A request for information was sent to the Utah LLC on November 8, 2018 by Bureau of Insurance Staff Attorney Kimberly Trombley, and no timely response was provided by any Respondent. Respondents O'NA and Zvenia admit that their failure to respond violated 24-A M.R.S. § 220(2), as alleged in Count II of the Petition. Given her role as President, Chief Operating Officer, and subsequently as Chief Executive Officer, I conclude that Hughes shares in the responsibility for this violation.[6]

Counts III and IV: False Advertising

Count III of the Petition alleges that the Respondents falsely advertised "that O'NA can provide coverage to an unstated number of members in all 50 states for 'a multitude of healthcare procedures,' 'wherever they are geographically available.' This capability. they allege, makes O'NA 'a financial safeguard from catastrophic health issues.'"[7] Count IV alleges that the Respondents falsely advertised that: "a. O'NA is not an insurer; b. O'NA is exempt from government regulation; c. O'NA can offer unique and exceptional benefits at a low cost; and d. O'NA can offer consumers unusual advantages due to an alleged association with a Native American tribe." The Settling Respondents contest sub-Counts IV(c) and (d), and otherwise admit to these violations.

I find that the Petition accurately summarizes advertising claims made by O'NA, which include the following:

- "O'NA HealthCare™ provides the financial safeguard coverage from catastrophic health issues, with an emphasis on prevention and total wellness, in our all-inclusive holistic healthcare coverage plan services." O'NA advertises that they "Have The Largest Network …. The O'NA

[6] In addition, although this was not alleged as a further violation in the Petition, the docket file shows that Hughes was issued discovery requests by Staff on two occasions and failed to respond to either request.

[7] Although the scope of Section 2154 is limited to communications directed to the public, Section 2153 is broader in scope. It prohibits not only false advertising *per se*, but also any other "statement misrepresenting the terms of any policy issued or to be issued or the benefits or advantages promised thereby." Thus, the misrepresentations made to consumers after they were already enrolled, as discussed more fully in the analysis of Count V, also violated 24-A M.R.S. § 2153 as alleged in Count III of the Petition.

HealthCare™ open network includes conventional and alternative healthcare providers from coast to coast in which members may participate regardless of where they live." O'NA advertises that it is "able to manage and negotiate expenses" anywhere in the United States, and that all health care expenses are credited toward the Maximum Out-Of-Pocket amount except for "Medically unnecessary, and noncovered or ineligible expenses found in the Plan Document." "There is no out of network. Members can receive treatments anywhere in the country whether they become sick on travel or wish to utilize our Medical Tourism program."

- "O'NA HealthCare™ is not an insurance company, but rather a not-for-profit healthcare co-operative."

- "O'NA HealthCare™ is not subject to regulation by state, local, or federal government agencies."

- O'NA holds itself out to be "a group that may save you a tremendous amount of money and provides the broadest healthcare choices and services available in the USA today," with "more alternative and holistic options than any other healthcare plan (such as acupuncture, energy medicine, allopathic, and chiropractic services)." Enrollees can "break away and discover the freedom of a customizable policy through O'NA HealthCare™." "With O'NA HealthCare's group insurance plan, your company will have access to more treatment options and un-beatable customer service at a lower price than traditional healthcare." O'NA provides purported consumer testimonials that include: "Instead of wasting $800 a month for typical sick care insurance, I'm paying less than $200 a month for real peace of mind. Case closed – Customer for life!"

- "O'NA Healthcare™ is a subsidiary of the United Cherokee Nation. Revenue from the healthcare co-operative is used to assist tribal goals and aspirations." "The US government has provided all Native Americans, their tribes, their businesses, and health corporations with exceptional privileges

> and exemptions, under the heading of 'Sovereignty.' Native American healers and members of O'NA HealthCare™ enjoy certain unique rights and privileges." "Your O'NA HealthCare™ Health Benefits Card is good at all Native American Tribal Healing Centers in the country…. Your Tribal Membership ID provides you an ACA Exemption." "A Tribal Entity works like a 501 (c)(3)…. Members on an individual plan receive a Donation Receipt for their monthly payments and enrollment fee at the end of the year, plus an ACA Exemption letter."

I find all of these claims to be false.

It has already been discussed at length why O'NA is an insurer and as such is subject to regulation by the Superintendent, as the Settling Respondents have admitted.

The promise that O'NA will be a "financial safeguard" cannot be relied upon when O'NA admits that it has not had its finances audited, nor employed actuaries to evaluate its expected claims exposure. Although the unaudited financial statements O'NA has submitted report high profit margins for its first three years of operation, we do not know where those profits have gone. Many people who have done work for O'NA profess to have been paid little or nothing for their work, and Tribal Active Management Services accuses Hughes of embezzling an amount equal to approximately 30% of O'NA's "equity" as reported on its most recent financial statement. Furthermore, the profits O'NA has reported are the result of an unusually low rate of claims payment. Over the three years for which O'NA has provided income and expense reports, claims ($258.8 thousand) average almost exactly 10% of premium ($2.593 million). Especially in light of O'NA's documented claims practices, as discussed more fully in the analysis of Counts V and VI, there is a high risk of substantial unreported claims liabilities. Even if accurate, O'NA's reported "equity" of $993,037, as of June 30, 2019, would not be an adequate cushion to withstand more than one or two enrollees incurring truly catastrophic claims, and a loss ratio of 48.3% would have been high enough to make O'NA insolvent. By law, individual and small group health insurers must guarantee a loss ratio of at least 80%.

O'NA's claims about its "exclusive" and "open network" contradict one another, and none of them is accurate. The advertising claim that "there is no out of network" is belied by the contract provision that members who do not see "Approved Circle" providers "will be responsible for cost above Usual and Customary for the specific location of service." Elsewhere, they acknowledge that they do have a network, but promise that it is "The Largest Network." This too is illusory. While they operate on an "any willing provider" basis, they have not identified any providers who were willing. None of the providers seen by the Maine consumer who testified, or seen by her family members, belonged to O'NA's network, though O'NA was unable to verify this simple fact until after the hearing. O'NA charges participating providers $285 or $445 in the first year and $120 or $240 in subsequent years, but did not report enough revenue in 2018 to reflect a network of more than 30 providers nationwide, even if all three revenue line items, other than premiums and interest, consisted entirely of fees from providers who paid the $120 renewal rate.

While it is true that O'NA's rates for healthy customers undercut the rates lawfully charged by licensed carriers, O'NA's 10% loss ratio demonstrates that however low its prices may be, the value it delivers is even lower. Furthermore, O'NA promotes its own plan by misrepresenting its own benefits and making false and misleading comparisons to its competitors. O'NA's biggest selling point, which the consumer who testified cited as a major influence on her decision to sign up, is the range of alternative providers it covers that supposedly are not covered by licensed carriers, including in particular chiropractic, acupuncture, and naturopathy. In Maine, however, these are all recognized and licensed health professions. Health plans in Maine cover services provided by chiropractic and naturopathic doctors within their lawful scope of practice to the same extent that they would be covered when provided by physicians. Acupuncture is not a mandated or essential benefit in Maine, so it is not covered in all plans, but some licensed carriers do offer health plans with acupuncture benefits and include acupuncturists in their networks. O'NA's purported benefits also include being able to "earn up to $3,900/individual and $5,400/family of allowances towards your maximum out of pocket costs." However, the way those "allowances" are "earned" is by spending those sums out of pocket – these figures actually represent caps above which certain specified expenses will **not** be credited.

And O'NA asserts that unlike licensed insurers, it will accept enrollees at any time so that people who "are left in career transition" will not be "forced to wait until the next Open Enrollment period." To the contrary, licensed insurers are required to offer precisely the same protection through Special Enrollment Periods.

Finally, O'NA's descriptions of the benefits of its purported Native American connection are misleading. The connection itself is questionable: the claim to be a subsidiary of "the United Cherokee Nation" is simply false. The United Cherokee Nation-Aniyvwiya is not one of the federally recognized Cherokee tribes; it is not clear whether its members are in fact Native Americans; and O'NA is not its subsidiary. The only connection to any federally recognized Tribe is a complex chain of transactions involvingCalifornia's Hoopa Valley Tribe,[8] and the record includes correspondence from the Tribe explaining that "Zvenia has a history of using the Hoopa Valley Tribe's name. However, he has no connection to the actual Tribe. He has incorporated an organization under Hoopa's laws (not O'NA healthcare)[9] however this does not provide him or that organization with the ability to use the Tribe's name or its sovereign immunity in any way."[10]

This tenuous relationship is not enough to give O'NA the capability to issue a "Health Benefits Card [that] is good at all Native American Tribal Healing Centers in the country," let alone to issue a "Tribal Membership ID" that makes O'NA's customers eligible for rights and privileges that by federal law are available only to "Indians" and their spouses and children. But the most serious misrepresentation is the issuance of

[8] O'NA provides its members a document stating that "The healthcare provider program known as **O'NA HealthCare™,** is operating via the United Cherokee Nation-Aniyvwiya (UCN). UCN is joined by a tribal banding agreement with the Cherokee Indians of Robeson & surrounding Counties (CIRC) (North Carolina). CIRC functions as a separate and independent tribe within the Nottaway Tribal Community as agreed upon when first created. Further, this program falls under Internal Revenue Code (IRC) 7871 as an economic development arm for the tribal communities." Zvenia submitted an affidavit that in 2003, the Director of the Hoopa Valley Tribal Department of Commerce "certified the North Carolina Nottaway Tribal Community (NCNTC) as a corporation under the laws of the Hoopa Valley Tribe." Membership materials also assert an affiliation with "the Maori Indigenous Tribe of New Zealand."

[9] The Tribe might be mistaken here. O'NA is not the legal name of the organization they are referring to, but the organization in question is probably "Tribal Active Management Services, Inc.," which appears to be part of the O'NA enterprise.

[10] As noted earlier, the record also includes correspondence from the United Cherokee Nation-Aniyvwiya disagreeing with O'NA's description of their relationship.

"Donation Receipts" that customers are instructed to use to claim inappropriate federal tax deductions for their premium payments. O'NA's claim that it "works like a 501 (c)(3)" purports to be grounded in Sections 7871 and 170 of the Internal Revenue Code, which provide that donations to Tribal governments can be deductible from income taxes in the same manner as charitable contributions. However, O'NA is not a tribal government, and the deduction is available "only if the contribution or gift is made for exclusively public purposes." 26 U.S.C. § 170(c)(1). It is a fundamental principle of tax law that even payments to a legitimate tax-deductible entity do not qualify to the extent that something of value is provided in return.[11]

I therefore conclude, as alleged in Counts III and IV of the Petition, that O'NA's advertisements misrepresented the benefits and advantages O'NA provides, its financial condition, and the conduct of its own and its competitors' insurance business, in violation of 24-A M.R.S. §§ 2153 and 2154.

Counts V and VI: Unfair Claims Practices

The final two counts of the Petition allege that the Respondents violated two provisions of the Unfair Claims Practices Act. Count V alleges that the false statements for which the Respondents are responsible under Counts III and IV also violated 24-A M.R.S. § 2164-D(3)(A), which prohibits "Knowingly misrepresenting to claimants and insureds relevant facts or policy provisions related to coverages at issue." And Count VI alleges that Respondents O'NA, Zvenia, and Hughes failed "to establish a recognizable claims processing system with adequate reserves," in violation of 24-A M.R.S. § 2164-D(3)(C). All Respondents contest these counts.

At the hearing, a Maine consumer testified to her family's experience as O'NA enrollees. She originally signed up because "A friend of mine had recommended it. And I went online and checked them out and thought it sounded like a – something that we

[11] O'NA advertises that "Every month a portion of your monthly plan payments are contributing to a Native American Tribal Entity for the purpose of enhancing the lives of tribal members be that for education, healthcare or other worthy causes." However, even if the amounts designated as "Tribal Shares" in O'NA's financial statements are donations rather than payments for services, those amounts represent only 0.8% of O'NA's premium revenue over the three-year statement period.

should try…. [I]t was holistic, naturopath, you could see any doctor you wanted. They accepted Eastern and Western medicine." She understood that O'NA had only promised a high-deductible plan, but did not expect all the ways in which O'NA failed to deliver on the benefits that it did promise. She cancelled her coverage after discovering that her "doctor wouldn't accept O'NA HealthCare because he told me that they would have to pay O'NA $485 a year as a subscription fee, and he wasn't willing to do that. So all our doctor's visits were out-of-pocket. We couldn't use the card for any prescriptions."

The consumer tried to clarify the precise nature of the plan, asking Respondent Jessop "a question with regard to the semantics of O'NA Healthcare. Is O'NA Healthcare a healthcare policy or is it health insurance? Either way, what does that mean for us in the case of a catastrophic medical problem?" Jessop responded, falsely, that one of the defining characteristics of insurance is that: "Alternative and preemptive work like chiropractic … are not allowed in these plans. Insurance actively provides 'care' for people who use traditional doctor, prescription and treatment methods. My mind thinks of it as the robbing Peter to pay Paul method. Insurance in the legal sense has a marketplace definition with rules based around those definitions. O'NA's health plan is cooperative, and is partially exempt from those definitions and rules under the umbrella of insurance, being outside the marketplace…. The catastrophic end of the plan is not intended to pay for thousands of dollars in elective testing, elective surgery, and ongoing prescription to push off a root cause. Thus it isn't insurance."

As discussed before, a health plan's refusal to pay for expensive care that it characterizes as an effort to "push off the root cause" does not mean the plan is something other than insurance. If this restriction were spelled out in the contract, it would be a policy exclusion that significantly reduces the value of the policy, but the policy would still be insurance. In this case, because the exclusion is not in the contract, the attempt to impose it after the fact is a misrepresentation of the policy's benefits and an unfair claims practice. Indeed, its advertising, O'NA promised the opposite: "Coverage for the usual conventional treatments and services PLUS, natural alternatives that are NOT covered under <u>other</u> insurance plans." *(Capitalized emphasis in original, underlined emphasis added)*

Even when O'NA claimed to provide coverage, it failed to deliver. During the time she was enrolled, the consumer who testified had 12 insurance claims filed by providers and facilities on behalf of various members of her family. She received statements from O'NA promising substantial discounts from the billed prices. In particular, she was told that for one family member who had six claims, she would only be responsible for a specified portion of the bill, as follows:

	Billed Charges	**"Member's Responsibility"**
	$4,787	$1350.45
	$779	$160
	$489	$71
	$250	$220
	$232	$156
	$136	$20
TOTAL	**$6,673**	**$1,977.45**

However, the providers had no obligation to provide these discounts, and insisted on payment in full. O'NA suggested at the hearing that the difference between the billed charges and the "Member's Responsibility" represented payments O'NA made to the providers, but O'NA paid nothing on these claims. O'NA's contract did recite (contrary to its advertising) that "There may be some healthcare providers that you wish to see who choose not to become an [O'NA network provider]" – falsely implying that these situations are the exception rather than the rule" – but as discussed earlier, the contract still expressly entitled members who chose to receive care out of network to full coverage (reimbursement or a deductible credit) unless the charge exceeded "Usual and Customary for the specific location of service." O'NA never said the provider charges at issue here were anything other than usual or customary, instead relying on its own "pricing guidelines," which it first described to the consumer after she complained that her providers were not accepting O'NA's discounted amounts. These guidelines purport to cap all allowable expenses by

"repricing" them at a maximum of 140% of the Medicare reimbursement rate, regardless of the actual usual and customary rate in the locale. Even if the prices shown did accurately reflect Medicare rates, it does not accurately reflect O'NA's contract with its members. O'NA can use whatever price guidelines it chooses when trying to negotiate contracts with network providers or case-specific discounts with out-of-network providers, but they cannot bind providers unless the provider agrees, and they cannot bind consumers unless the guidelines are incorporated into the policy.

Furthermore, unless O'NA has in fact successfully negotiated a discount with a provider, it cannot report to the claimant that the "Member's Responsibility" is limited to a fraction of the billed charges. Although O'NA's Explanation of Benefits gave the consumer the false assurance that its "repricing" would bring her substantial cost savings, the exact opposite was true - it penalized the consumer by increasing the amount she would have to spend out of pocket before becoming eligible for O'NA reimbursement, and did not save her a penny on the bills she received. The harm is not merely hypothetical. It is likely that many consumers are dissuaded from complaining about deductible credits because they seem like abstract mathematical concepts rather than real dollars and cents when applied to a plan where the deductible is much higher than the costs most consumers will face in a typical year. But the denial of deductible credits in this case had a very real financial impact. This patient's health care cost her family $6,673 in out-of-pocket expenses, which should have resulted in reimbursement for the $1,673 that exceeded the deductible.[12]

I therefore find that the Respondents misrepresented relevant facts or policy provisions related to coverages at issue to insureds in connection with their insurance claims. Even though it is possible that Jessop had convinced herself that some of these misrepresentations were true, it is not plausible on this record that any Respondent could have been unaware that it is common for providers to be out of O'NA's "Approved Circle" and to refuse to acquiesce in O'NA's "repricing" of their lawfully issued bills for services

[12] The final claim, for $779, was incurred in a different calendar year from the other five, but the explanations of benefits showed that all six claims were incurred within a single plan year, and that O'NA has already credited the total "repriced" amount of $1,977.45 toward that year's $5,000 deductible.

rendered. I therefore find that even if not all of the representations were made knowingly, the knowing misrepresentations were material, and I conclude, as alleged in Count V of the Petition, that O'NA has knowingly misrepresented to insureds relevant facts or policy provisions related to coverages at issue, in violation of 24-A M.R.S. § 2164-D(3)(A).

The facts found above also amply illustrate that O'NA did not establish a reasonable and appropriate claims processing system. In addition, the consumer testified to an additional problem with O'NA's claims handling, supported by correspondence in the record. When O'NA wrote the consumer to describe its "repricing" of her claims, the wrong patient's claim documents were enclosed, inadvertently disclosing sensitive personal information. I therefore conclude, as alleged in Count V of the Petition, that O'NA failed to adopt and implement reasonable standards for the prompt investigation and settlement of claims arising under its policies, in violation of 24-A M.R.S. § 2164-D(3)(C).

Remedies

At the hearing, the Staff and the Settling Respondents left the issue of remedies open for me to decide, agreeing only that O'NA would cease soliciting or writing new Maine business immediately, unless and until it applied for and obtained a license from the Superintendent. Subsequently, in an interim order issued on October 16, 2019, I ordered O'NA to terminate all in-force policies on October 31, to pay or credit all expenses incurred while those policies were in force consistent with its promise that "When an individual reaches or pays $5,000 out of pocket, 100% of their expenses are eligible for coverage and payments," and to defray any additional cost sharing resulting from enrollees' transition to new carriers under Special Enrollment Periods during Calendar Year 2019.

In particular, the October 16 Order authorized enrollees and providers to submit claims to O'NA for reprocessing if they believed reimbursement or deductible credit was wrongfully denied or reduced. In addition, because O'NA's contracts lacked two important consumer protections required in all health plans issued in Maine and in any other state, and because the record indicates that O'NA had a practice of rejecting claims as outside the scope of coverage for subjective reasons that were not spelled out in the contract, I am now extending this opportunity for reprocessing to claims denied or reduced due to

preexisting conditions, claims where preventive care was credited toward the deductible rather than reimbursed, and claims that were denies as outside the scope of coverage.

Two open questions remain with regard to O'NA. What monetary sanctions are warranted beyond the requirement to make restitution by complying fully with O'NA's contractual and statutory obligations, and who specifically is responsible for meeting "O'NA'S" obligations to pay claims and penalties?

The operation of an unlicensed insurer is a serious violation, and can result in substantial penalties. For example, the American Trade Association appears to have had a comparable volume of business in Maine, and the civil penalties imposed in that proceeding added up to more than $1.1 million. *In Re American Trade Association*, No. INS-10-207, May 14, 2010. However, there are two significant mitigating factors in this case. One is the cooperation of O'NA and the other Settling Respondents, and their agreement to cease doing business in Maine immediately. The other is the need to conserve resources for the payment of claims.

I am therefore ordering O'NA to establish a fund for penalties and restitution, in the initial amount of $100,000. O'NA may offset any amount contributed by individual Respondents to the extent provided below, which will reduce O'NA's share to $35,000 if the three individual Respondents all make timely contributions of their full designated shares. If O'NA makes its required contribution to the fund or enters into a payment arrangement satisfactory to the Superintendent on or before January 21, 2020, it shall be treated as fully satisfying the obligation to pay civil penalties for the violations alleged in the Petition. Otherwise, O'NA shall be responsible both for the payment of claims in accordance with this Order and also for a civil penalty of $10,000 for each of the following 45 violations, for a total of $450,000: My enumeration of these violations for purposes of civil penalty calculations should not be construed as a conclusion that these were the only violations the Respondents have committed in Maine.

- For Count I, unauthorized insurance, 27 violations, one for each Maine resident known to have been unlawfully sold insurance;

- For Count II, failure to respond, 1 violation;

- For Counts III and IV, false advertising, 5 violations, one for each of the distinct classes of misrepresentations enumerated in the Petition;

- For Count V, knowing misrepresentations in connection with claims, 11 violations, one for each of the 12 claims identified by the consumer witness, except for the one claim for which the full charge was credited toward the consumer's deductible; and

- For Count VI, failure to establish an adequate claims processing system, 1 violation.

If the funding exceeds the amount necessary to pay in full all valid Maine claims submitted by June 30, 2020, the excess shall be applied first to any otherwise uncollectible claims payment obligation imposed on O'NA in an insolvency proceeding or enforcement proceeding in another state and reported to the Superintendent on or before September 30, 2020, and any balance shall revert to the State of Maine as a civil penalty. If the funding is insufficient to pay all required restitution, then O'NA, Hughes, and Zvenia shall be jointly and severally liable for any shortfall.

This initial funding level is based on my expectation that it will be adequate to meet any further Maine claims, because there are only 27 covered lives, all coverage has terminated, and there are no known catastrophic claims. If catastrophic claims do materialize, or there are any other indications that the initial funding may be inadequate, I reserve the right to order supplemental funding at any time, subject to the condition that any supplemental funding shall be returned promptly if and when it is found to be unnecessary to pay claims.

However, it is also necessary to address what is meant by "O'NA" for the purposes of this Order. O'NA's organizational and financial structure is opaque. As noted earlier, the record identifies more than one legal entity that have used the "Tribal Active Management Services" and "O'NA" business names. Furthermore, the record also shows

that the Utah LLC's registration expired a year ago. At the hearing, O'NA in its current form was described as "essentially a group of people" that "represents itself to be an enterprise selling insurance on the Internet." What we know is that somebody is maintaining the O'NA Website, somebody collected the premiums that O'NA's enrollees have paid, and somebody must claim rights to the "total Equities" reported on the balance sheets O'NA has submitted. Accordingly, for purposes of this order, "O'NA" shall include anyone who at any relevant time has had a legal, beneficial, or possessory interest in the revenues generated by O'NA premiums or the assets held by entities or groups of individuals using variants of the "O'NA" or "Tribal Active Management" names.

It remains to consider the liability of the three individual Respondents: Hughes, Zvenia, and Jessop. Hughes chose not to appear at the hearing and was not represented as one of the Settling Respondents, but she was served, and was also fully apprised in conversations she had with Staff's counsel that this proceeding has been commenced against her. Hughes, as O'NA's CEO in recent years, has played a central role in O'NA's operations and shares fully in the responsibility for O'NA's wrongful acts at all relevant times. However, I am offering her the same opportunity as I have offered O'NA, to limit her liabilities for penalties and restitution by making a contribution of $40,000 to the fund established by this Order. If she makes her required contribution to the fund or enters into a payment arrangement satisfactory to the Superintendent on or before January 21, 2020, she shall have no further obligation for the violations alleged in the Petition other than a contingent liability for restitution if the funding is inadequate. Otherwise, she shall be jointly and severally liable for all restitution ordered herein, plus a civil penalty of $1,500 for each of the 45 violations enumerated above, making a total civil penalty of $67,500.

Zvenia's protestations that he was merely a "Tribal Liaison" with no active involvement in the enterprise are not credible. The record shows that Zvenia has a history of engaging in regulated activities without a license and of obtaining appointments from tribal and state governments by falsely stating his credentials. Contemporaneous third-party descriptions of Zvenia as a "co-owner" and O'NA as Zvenia's "brainchild" are corroborated by Zvenia's role as one of the managers of the Utah LLC and one of the incorporators of the Hoopa nonprofit. However, Zvenia's cooperation in this proceeding

is a mitigating factor, and accordingly, I am setting his contribution to the penalty and restitution fund at $20,000, with the same contingent liability as Hughes and O'NA for restitution if the funding is inadequate. Otherwise, he shall be jointly and severally liable for all restitution ordered herein, plus a civil penalty of $1,000 for each of the 45 violations enumerated above, making a total civil penalty of $45,000.

Finally, Jessop's role as O'NA's "Director of Care Advocacy" was more limited, but not inconsequential. The record shows that she actively participated in the wrongful denials of claims and in making misrepresentations both to claimants and, through her LinkedIn page, to the public. However, due to her cooperation in this proceeding, she may satisfy her obligation with a timely contribution of $5,000 to the penalty and restitution fund. The record does not show that she has the kind of financial interest or operational responsibility that would make her personally responsible for the payment of claims, so I am not ordering her to share in the contingent liability for restitution. If she does not make a timely contribution to the fund, she shall be assessed a civil penalty of $1,000 for each of the 11 claims violations enumerated above, making a total civil penalty of $11,000.

Confidentiality

As previously memorialized in the Protective Order issued on October 7, 2019, O'NA has provided enrollee information under seal which the Bureau of Insurance shall protect as confidential. In addition, although no motion was made to hold the hearing in executive session, there was extensive testimony that involved protected health information. I am therefore ordering the testimony of the consumer witness, and all other references in the record to names and personal information of that witness and her family members, to be designated as confidential and fully protected from disclosure. This includes Respondents' Exhibit 8 and Staff Exhibits 40 and 43 through 48, which consist of protected health information, and also includes the personally identifying information in the concluding discussions at Pages 85 through 87 of the hearing transcript, in the transcript's index, in Staff's motions, and in Staff Exhibits 26 through 34.

Closing the Record

At the hearing, Staff Exhibits 1 through 35 (with minor revisions from the pre-filed versions) and 39 through 42 were admitted into evidence without objection, along with seven unnumbered documents introduced by the Settling Respondents (described as six documents in the transcript), to which Staff withdrew any objections. There was also an agreement to leave the record open so that some additional documents could be obtained and submitted and so that Staff and the Settling Respondents could finalize their stipulations and memorialize them in writing.

Staff made two Motions to Facilitate Closure of the Hearing Record on October 11 and November 8, 2019, requesting that the Respondents' seven previously admitted documents be designated as Respondents' Exhibits 1 through 7 and requesting the admission of additional documents designated by Staff as Staff Exhibits 43 through 48, Respondents' Exhibit 8, and Joint Exhibit 1. The Respondents have not objected. I find the documents to be relevant and their sources to be properly identified, so the motion to admit those documents with those designations is granted, and the hearing record is hereby closed.

Staff further represents in its motion that it made a good faith effort to propose written stipulations to the Settling Respondents, who rejected the proposed stipulations. Accordingly, I am left to rely on the stipulations as described orally on the record by Staff without objection, and clarified as to a few details by the Respondents.

Production of Enrollment Information

Finally, to resolve a discovery dispute that was still outstanding at the time of hearing, O'NA agreed on the record that it "will provide to the Superintendent as well as to counsel the number of insureds in the United States, and elsewhere if there are any outside the United States." O'NA has not yet done so, and Staff has requested, in its most recent Motion to Facilitate, that O'NA provide, by November 20, 2019, the information previously requested by Staff in discovery. O'NA has not responded to this request. I am therefore granting Staff's motion and ordering that O'NA provide on or before January 3,

2019, as Restricted Information under the October 7 Protective Order, the following information, aggregated across all jurisdictions in which O'NA has done business: the total number of individuals who have purchased individual health plans from O'NA; the total number of employers that have purchased group health plans from O'NA; the total number of individuals who are covered by O'NA group health plans; and the total number of health benefit claims submitted to O'NA to date, itemized by closed and pending status.

It is therefore *ORDERED:*

(1) Active Management Services, LLC, doing business as O'NA HealthCare, and all successors, assigns, affiliates, principals, managers, and licensees, including all persons who, at any relevant time, have had a legal, beneficial, or possessory interest in the revenues generated by O'NA premiums or the assets held by entities or groups of individuals using variants of the "O'NA" or "Tribal Active Management" names (collectively, "O'NA"), shall cease and desist all operations in Maine, except to the extent expressly required herein, unless and until affirmatively authorized by the Superintendent of Insurance to resume business. O'NA shall, however, run off its existing insurance liabilities as provided in this Order, and shall, to the extent that resources are available after the satisfaction of its incurred insurance obligations, pay all debts owed to innocent third-party creditors.

(2) The Respondents shall cease and desist from any diversion or waste of assets required for the payment of refunds and claims, including any payments of any nature to related parties and any other payments to service providers other than reimbursements to unrelated health care providers or unrelated health care facilities for the usual and reasonable costs of covered health care services in the course of payment of *bona fide* benefit claims.

(3) The Respondents shall preserve and continue to make and maintain complete and accurate records of all transactions, and make such information available to the Superintendent upon request.

(4) Because O'NA is obligated to honor all obligations incurred under policies previously in force until their termination date, and provide runoff coverage for liabilities incurred but not paid, O'NA may continue to collect, or offset from benefit payments, any premium still owed under these policies for coverage periods through October 31, 2019, unless coverage has been terminated voluntarily by the policyholder as of some earlier date, or terminated by O'NA in accordance with the terms of the policy and with timely advance notice to the policyholder in accordance with Maine law.

(5) For all health care services that were rendered to an enrollee during the period that any Maine O'NA policy is in force, O'NA shall apply toward any applicable deductible, and toward any applicable out-of-pocket maximum, the full amount actually paid by the consumer or the amount actually billed by the provider or facility, unless O'NA affirmatively proves that either:

(a) A lower amount was negotiated and agreed to between O'NA and the provider or facility, either through a network agreement or at or after the point of service;

(b) The amount billed is more than the provider's or facility's own usual and customary charge for the service rendered;

(c) The patient knowingly chose an out-of-network provider or facility despite having been offered a meaningful opportunity by O'NA to have the service rendered at a lower cost by a different provider or facility; or

(d) The service was clearly outside the scope of coverage under the contract terms as they would be understood by a reasonable insured who relied on O'NA's advertisements when enrolling in O'NA. Claims may not be denied on this basis if they were for services that are essential health benefits in Maine, or if the applicable coverage exclusion relates to a preexisting condition.

(6) Valid claims for preventive services within the meaning of 24-A M.R.S. § 4320-A must be paid in full, without cost sharing, whether or not the claimant has satisfied the deductible or out-of-pocket maximum that would otherwise apply.

(7) All claims previously credited or paid by O'NA at a lower rate than required by Paragraphs (5) and (6) may be submitted to O'NA by the enrollee or by the provider or facility for reprocessing on or before April 30, 2020.

(8) For all enrollees who have switched from O'NA to another insurer during 2019, O'NA shall further apply, toward any applicable deductible and any applicable out-of-pocket maximum, any amount paid by the enrollee as cost sharing under the new plan for services rendered in November or December of 2019 and within the scope of coverage of both plans. Claims under this paragraph may be submitted to O'NA on or before June 30, 2020.

(9) To the extent that the total accumulated credits for any enrollee in any plan year under Paragraphs (5) and (8) above, less benefit payments already made by O'NA, exceed the applicable deductible or out-of-pocket maximum, or the claim is payable without cost sharing under Paragraph (6) above, O'NA shall pay the net amount within 30 days to the enrollee, or to the provider or facility submitting the claim if the enrollee has not already paid in full for the service. Interest on overdue claims shall be paid at the statutory rate of 1½% per month from the due date.

(10) To the extent that the Maine enrollee information already provided by O'NA under the October 7 Protective Order might be incomplete, O'NA shall remedy the deficiency at the earliest possible date. Any deadline otherwise provided in the Order may be extended if necessary to enable all Maine enrollees to obtain the full benefits of the relief required by this Order.

(11) O'NA shall further provide on or before January 3, 2020, as Restricted Information under the October 7 Protective Order, the following additional information, aggregated across all jurisdictions in which O'NA has done business: the total number of individuals who have purchased individual health plans from O'NA; the total number of employers that have purchased group health plans from O'NA; the total number of individuals who are covered by O'NA group health plans; and the total number of health benefit claims submitted to O'NA to date, itemized by closed and pending status.

(12) The testimony of the consumer witness, and all other references in the record to names and personal information of that witness and her family members, shall be designated as confidential and fully protected from disclosure. This includes Respondents' Exhibit 8 and Staff Exhibits 40 and 43 through 48, which consist of protected health information, and also includes the personally identifying information in the concluding discussions at Pages 85 through 87 of the hearing transcript, in the transcript's index, in Staff's motions, and in Staff Exhibits 26 through 34.

(13) O'NA shall establish a fund for penalties and restitution, in the initial amount of $100,000, less any amount contributed by individual Respondents to the extent provided under Paragraphs (14) through (16) below, by check payable to the Treasurer of State or as the Superintendent may otherwise designate. This fund shall be held as security for the payment of claims until all claims submitted by the deadlines established in this Order have been fully processed. If O'NA fails to make the payment required by this Paragraph or to enter into a payment agreement satisfactory to the Superintendent on or before January 21, 2020, O'NA's civil penalty obligation shall be increased to $10,000 for each of the 45 separate violations identified in this Decision and Order, for a total civil penalty of $450,000.

(14) Respondent Hughes shall pay $40,000 into the fund established under Paragraph (13) above, by check payable to the Treasurer of State or as the Superintendent may otherwise designate. If she fails to make the payment required by this Paragraph or to enter into a payment agreement satisfactory to the Superintendent on or before January 21, 2020, her civil penalty obligation shall be increased to $1.500 for each of the 45 violations identified in this Decision and Order, for a total civil penalty of $67,500.

(14) Respondent Zvenia shall pay $20,000 into the fund established under Paragraph (13) above, by check payable to the Treasurer of State or as the Superintendent may otherwise designate. If he fails to make the payment required by this Paragraph or to enter into a payment agreement satisfactory to the Superintendent on or before January 21, 2020, his civil penalty obligation shall be increased to $1,000 for each of the 45 violations identified in this Decision and Order, for a total civil penalty of $45,000.

(15) Respondent Jessop shall pay $5,000 into the fund established under Paragraph (13) above, by check payable to the Treasurer of State or as the Superintendent may otherwise designate. If she fails to make the payment required by this Paragraph or to enter into a payment agreement satisfactory to the Superintendent on or before January 21, 2020, her civil penalty obligation shall be increased to $1,000 for each of the 11 violations of Count V identified in this Decision and Order, for a total civil penalty of $11,000.

(16) All valid claims paid by O'NA to Maine enrollees in accordance with this Order, after O'NA has made all payments required by Paragraph (13), shall be reimbursed from the fund established under Paragraph (13) no later than the later of September 30, 2020 or two weeks after O'NA provides proof of payment to the Superintendent. The Superintendent shall have the discretion to provide interim reimbursements at any time, with proof of payment, upon a determination that the fund is expected to be sufficient to pay all remaining outstanding claims.

(17) If the Superintendent determines for any reason, including but not limited to the submission of one or more catastrophic claims by Maine enrollees, that the fund established under Paragraph (13) is insufficient to discharge all remaining Maine claims liabilities, the superintendent has the discretion the right to order O'NA to supplement the fund by an amount determined by the superintendent to be necessary.

(18) If supplemental funding is provided by O'NA pursuant to Paragraph (17), and the fund established under Paragraph (13) has a surplus after all Maine claim liabilities are fully discharged, the Superintendent shall reimburse O'NA the lesser of the amount of that surplus or the total amount of valid Maine claims paid in excess of $100,000 after the existence of this Decision and Order.

(19) Any surplus remaining in the fund established under Paragraph (13), after all reimbursements under Paragraphs (16) and (18) have been paid, shall be applied to any otherwise uncollectible claims payment obligation imposed on O'NA in an insolvency proceeding or enforcement proceeding in another state and reported to the Superintendent on or before September 30, 2020. Any balance shall revert to the State of Maine as a civil penalty.

(20) If the fund established under Paragraph (13) is insufficient to pay all restitution required by this Order, then O'NA, Hughes, and Zvenia shall be jointly and severally liable for the deficiency.

Notice of Appeal Rights

This Decision and Order is a final agency action of the Superintendent of Insurance within the meaning of the Maine Administrative Procedure Act. It may be appealed to the Superior Court in the manner provided by 24-A M.R.S. § 236, 5 M.R.S. § 11001 *et seq.*, and M.R. Civ. P. 80C. Any party to the proceeding may initiate an appeal within thirty days after receiving this notice. Any aggrieved non-party whose interests are substantially and directly affected by this Decision and Order may initiate an appeal within forty days of the issuance of this decision. There is no automatic stay pending appeal; application for stay may be made in the manner provided in 5 M.R.S. § 11004.

December 13, 2019

ERIC A. CIOPPA
Superintendent of Insurance