BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE,
OFFICE OF THE MONTANA STATE AUDITOR

IN THE MATTER OF MCCALL ERICKSON, Respondent.	Case No. INS-2025-00268 **FINAL AGENCY ACTION & DEFAULT ORDER**

On December 30, 2025, counsel for the Commissioner of Securities and Insurance, Office of the Montana State Auditor (Commissioner or CSI), issued a Notice of Proposed Agency Action and Opportunity for Hearing (Notice or NOPAA) concerning McCall Erickson (or Respondent). CSI served the NOPAA on Respondent via email, and a copy is posted on the CSI website.

The NOPAA explained that if Respondent disputed the allegations in the NOPAA, she must request an administrative hearing within 24 days. The NOPAA also warned that if Respondent failed to request a hearing, the Commissioner would issue a final order by default imposing the penalty stated in the NOPAA. Respondent failed to respond and request a hearing by the deadline; therefore, the Commissioner issues the following final order.

FINDINGS OF FACT

1. During the period at issue in this matter, Respondent was a resident of Montana, residing at 4673 Bembrick St. Apt 1C, Bozeman, MT 59718.

2. On February 12, 2025, Respondent executed a rental agreement with Avis

Rent A Car System, LLC ("Avis") at Great Falls International Airport to rent a Chevrolet Malibu from February 12, 2025 through March 14, 2025.

3. On February 24, 2025, at approximately 10:30 p.m., Respondent crashed the Chevrolet Malibu at the intersection of Baxter Lane and Harper Pucket Road in Bozeman, Montana. Respondent fled the scene and failed to report the collision to law enforcement.

4. At 11:24 p.m., 54 minutes after the accident, Respondent logged onto the customer portal for Root Insurance company ("Root") and amended her existing personal insurance policy (policy number 9WJKJ6) to add comprehensive, collision, and rental car coverage and increase her property damage policy limits.

5. On February 24, 2025 at 11:27 p.m., Montana State Highway Patrol ("MHP") responded to the scene of the collision and located identification belonging to Respondent and the Avis rental agreement.

6. After the vehicle was towed from the scene, MHP traveled to Respondent's residence and conducted field sobriety tests. Respondent admitted to crashing the Chevrolet Malibu and was arrested for numerous violations.

7. On March 5, 2025, Respondent submitted an accident report to Avis and stated she crashed the Chevrolet Malibu after swerving to avoid a deer.

8. On April 16, 2025, Avis filed a claim through its third-party administrator, Sedgwick Claims Management Services-ABG Recovery US ("Sedgwick"). That day, Sedgwick wrote a letter to Root informing them Avis' vehicle was damaged while in Respondent's possession, and that pursuant to the terms of the rental agreement, Respondent was responsible for $21,556.40 in damages.

9. That same day, Respondent filed a First Notice of Loss with Root under her personal policy falsely claiming she crashed the rental vehicle on March 5, 2025 at 3 p.m. Root immediately sent an automated letter to inform her that someone would be calling soon to discuss the claim. A root adjuster called Respondent at 10:28 p.m. Respondent didn't answer, so the adjuster sent a follow-up email.

10. Later that same afternoon, the First Notice of Loss was automatically flagged

in Root's system for Root's Special Investigation Unit ("SIU"). The Root adjuster made a second unsuccessful attempt to contact Respondent via phone. A second automated email was also sent requesting photos of the Chevrolet Malibu.

11. On April 17, 2025, Root sent a third and final automated follow-up message requesting photographs of the Chevrolet Malibu. The Root adjuster also attempted to reach Respondent by phone a third time, to no avail.

12. Between April 18, 2025 and April 26, 2025, the Root adjuster attempted to contact Respondent over four more times and did not receive an answer.

13. On April 28, 2025, Root issued a letter to Respondent inquiring if she had any questions, as Root had been unable to reach her to discuss the details of the loss.

14. On May 5, 2025, Sedgwick updated its demand to Root to claim $18,359.40 in damages.

15. On May 5, 2025, Root issued a Reservation of Rights Letter to Respondent advising her they were investigating whether she added coverage after the vehicle collision occurred, and whether she had cooperated with its investigation as required under her policy.[1] Again, she did not respond.

16. On May 14, 2025, Root informed Sedgwick that it was continuing its investigation, had issued a Reservation of Rights Letter, and that Respondent had not cooperated with the investigation. The same day, Root learned from Avis' call sheet that the date of loss was likely the same date Respondent made changes to her policy and formally referred the claim to Root's SIU. Respondent did not respond to Root's SIU's attempts to contact her.

17. On May 15, 2025, Root reached out again to Respondent and requested contact before May 25, 2025. Root informed Respondent if they did not hear from her by that date, Root would move forward with a liability decision based on the evidence presented.

[1] On May 27, 2025, the letter sent by Root was returned with the message "Temporarily away unable to forward." This letter was also sent via email to Respondent's email address on file with her personal insurer.

18. On June 9, 2025, Root's SIU determined from the police report that Respondent added collision coverage after the collision occurred and closed its investigation.

19. On June 17, 2025, Root sent a denial letter to Sedgwick denying its demand for $18,359.40. Root simultaneously sent a letter to Respondent informing her of its denial. Root attempted to contact Respondent again regarding the denial and she did not answer.

20. On June 19, 2025, Root forwarded a fraud referral to CSI for investigation.

21. To date, Respondent has refused any phone calls or attempted contact from CSI to resolve this matter.

CONCLUSIONS OF LAW

22. The Commissioner has jurisdiction over this matter pursuant to § 33-1-311, MCA.

23. The Commissioner is authorized to act in protection of insurance consumers and act in the public interest. § 33-1-311, MCA. The Commissioner is also tasked with enforcement of the Montana Insurance Code, including the Insurance Fraud Protection Act. §§ 33-1-1202, MCA, e*t. seq.*

24. A person commits the act of administrative insurance fraud under § 33-1-1202(1), MCA, when the person, for the purposes of obtaining money or another benefit, presents or causes to be presented to an insurer any written or oral statement that contains false, incomplete, or misleading information regarding a fact material to a claim for payment or other benefit under the policy.

25. Respondent committed administrative insurance fraud when she submitted an insurance claim falsely representing the date and time of the accident.

26. If, after conducting a hearing under § 33-1-701, MCA, the Commissioner determines Respondent has violated the Montana Insurance Code by committing administrative insurance fraud, the Commissioner may either issue a fine of $5,000 or require Respondent to pay the costs of the proceeding, §§ 33-1-317, 33-1- 1211, MCA.

FINAL ORDER

THEREFORE, based on the foregoing findings of fact and conclusions of law, it is hereby ORDERED that:

1. Respondent has committed civil or administrative insurance fraud in violation of § 33-1-1202(1), MCA;

2. Respondent shall pay a fine of $5,000 pursuant to Mont. Code Ann. § 33-1-317, plus interest at the statutory rate. The fine must be paid within 30 days of the date of this Order. Payment must be made by check or money order payable to the State of Montana.

3. Payment shall be sent to the Commissioner of Securities and Insurance, Office of the Montana State Auditor, Attn: Brandy Morrison, Paralegal, 840 Helena Avenue, Helena, MT 59601.

DATED this 4th day of June, 2026.

JAMES BROWN
Commissioner of Securities and Insurance,
Montana State Auditor

NOTICE

You are entitled to judicial review of this Order in accordance with § 2-4-702, MCA. Judicial review may be obtained by filing a petition in district court within thirty days after the service of this Order.

CERTIFICATE OF SERVICE

I hereby certify that on June 4, 2026, I caused a copy of the foregoing, *Final Agency Action and Default Order*, to be served on the following persons by the following means:

______ USPS Priority Mail (with tracking capability)
__X__ E-Mail

McCall Erickson
mccall.erickson@hotmail.com
m-c-mic-c@hotmail.com

Brandy Morrison
Paralegal