CAR
COMMONWEALTH AUTOMOBILE REINSURERS
101 Arch Street, Suite 400 Boston, Massachusetts 02110
www.commauto.com 617-338-4000
NATALIE A. HUBLEY
PRESIDENT

RECORDS OF MEETING

MARKET REVIEW COMMITTEE – JULY 16, 2026

Members Present

Ms. Sheila Doherty – Chair	Doherty Insurance Agency, Inc
Ms. Kerrianne Barto	MAPFRE U.S.A. Corporation
Ms. Roberta Fitzpatrick	Arbella Insurance Group
Ms. Jean Houghton	Norfolk & Dedham Group
Mr. Andrew Lajzer	Safety Insurance Company
Mr. Henry Risman	Risman Insurance Agency
Mr. Kenneth Willis	Plymouth Rock Assurance Corporation

Substituted for:
N/A

Not in Attendance:
Ms. Pamela Bodenstab-Krynicki, P.L. Krynicki Insurance Agency
Mr. Mark Winiker, Acrisure East Insurance Services, LLC

24.01 Records of Previous Meeting

The Committee voted with three members in favor and three abstained to approve the Records of the Market Review Committee meeting of April 9, 2024. The Records have been distributed and are on file.

26.04 A One Insurance Agency/Commerce Insurance Company

The A One Insurance Agency is requesting relief of the termination of the agency's commercial automobile Exclusive Representative Producer appointment by The Commerce Insurance Company (Commerce) for violations of CAR Rule 14.B.1.b., d., g., j., m., p., q., and x. Commerce issued a notice of termination on May 12, 2026. Ms. Kerrianne Bartro of MAPFRE U.S.A. Corporation recused herself from Committee discussion and voting on this agenda item.

Ms. Lynne Rosenburg provided the Committee with historical and procedural information to assist the Committee in its consideration of the appeal. She advised that the Committee was convened to determine whether Commerce's termination should be upheld based on any, or all, of the specific grounds stated in the notice of termination. Ms. Rosenburg added that in making such determination, the Committee should consider, pursuant to Rule 20, whether Commerce's termination on each ground is an unfair, unreasonable or improper practice. She further advised that the Committee should deliberate on each alleged violation that was the basis of the termination, determine if Commerce has established that the agency violated that specific Rule, and if so, whether Commerce has established that the violation was a proper basis for termination.

Chair Sheila Doherty addressed the Committee about the importance of the issues before the Committee and noted the potential consequences that could result from the meeting to both the agency and the company. Therefore, the Chair urged committee members to listen attentively and deliberate thoroughly. She advised that to facilitate the committee members' assessment of the specific topics they are asked to determine, a list containing potential motions had been distributed to the members (Docket #MR26.04, Exhibit #6).

Mr. Paul Drennan, representing Commerce, stated that on May 12, 2026, Commerce issued a warning letter to A One Insurance Agency identifying the areas of the agency's alleged non-compliance and inconsistencies with CAR Rules. He noted that many of the issues had been occurring for a number of years and had escalated over time, warranting further oversight. To that end, the company has tracked violations over the last two years for consideration by company management. This added scrutiny led to the warning letter being issued on October 7, 2025, and later, to the termination of the agency by Commerce. Mr. Drennan then addressed the information contained in Commerce's termination letter and the additional information provided therein. He identified several alleged Rule 14 violations by the agency including failure to: forward premium payments to the Servicing Carrier within two business days, forward signed premium finance agreements in accordance with the two business day requirement, timely provide Commerce with financed premium payments sent to the agency, and report all coverages bound and all registrations/titles certified to Commerce within two business days after binding coverage or certifying a registration.

The Committee questioned Mr. Drennan regarding the agency's performance after the warning letter. He noted that all the violations cited in the termination letter occurred after the warning letter. He explained, however, that because he only recently assumed leadership responsibility for the CAR program, he was not in a position to comment at the meeting as to whether or not the agency's performance had improved or whether or not the company had requested copies of premium finance agreements before reaching out to the finance company directly. Mr. Drennan further noted that he was not aware of Commerce's underwriting team receiving communication from the agency addressing the issues contained in the letter and he indicated that any policies that had been cancelled for non-payment due to the actions of the agency would have been reinstated upon receipt of the premium.

Mr. Matthew Corcoran, a broker at A One Insurance Agency Inc., spoke first on behalf of the agency. He stated that the agency operates within a challenging niche of the insurance marketplace by securing coverage primarily for trucking risks and he described how that business segment at the agency has experienced rapid growth. He raised how certain issues associated with company procedures such as changes to the determination of policy effective date and nonacceptance of credit card payments, have contributed to the issues at the agency. Further, he explained how a customer's delay in completing a Docusign request can impact the ability to return documents in a timely manner.

Mr. Corcoran noted that trucking risks generate many questions during the underwriting process and the agency recognizes that there have been issues in this area. He explained that the agency instituted corrective measures to address communication between the agency and the company during the underwriting process. Additionally, the agency acknowledged that issues with premium financed policies had occurred in the past. To address these issues and concerns, the agency has been focused on instituting corrective measures to address within 48 hours issues raised by the company. Also, he explained that many of the premium financing problems arose due to complications with the down payment checks returned for insufficient funds, impacting the agency's ability to remit 100% of policy premium as required by the company. Therefore, the agency no longer accepts check payments. Mr. Corcoran noted that the agency has already implemented some changes, and they intend to continue improving operations.

In response to questions from committee members regarding financed policies, Mr. Arce, principal of A One Insurance Agency Inc., indicated that the agency does not accept ACH payments, as the agency is responsible for the funds if the payment does not clear the bank. The agency utilizes a third-party vendor which holds the down payments for three days until the funds clear. Mr. Henry Risman asked why the funds from the finance company were not remitted to the Servicing Carrier upon receipt. Mr. Arce indicated that the agency was under the impression that 100% of the premium was required by the Servicing Carrier on financed policies and the agency had to wait for the down payment from the risk to clear. Mr. Risman asked if the agency had that in writing, to which Mr. Arce responded that the document could not be located. Mr. Risman then asked if the agency had spoken to Commerce regarding these issues. Mr. Arce indicated they had not. However, Mr. Arce informed the Committee that he has met with the finance company to develop a plan to improve the timeliness of payments. Furthermore, he indicated that he has replaced some employees and has put new procedures into place that will improve the process.

Significant Committee discussion followed the presentations during which the members questioned why the agency did not have premium finance companies remit payment directly to Commerce, and whether the agency had attempted to meet with the company to discuss and propose remedial actions. Mr. Arce responded that he did not recall contacting the company in that regard, but that he had requested that one premium finance company pay the company directly though they have not yet fixed the problem.

Having concluded their discussions, the Committee proceeded to address the alleged violations. The Chair advised that each of the alleged violations should be considered separately by the Committee based on the materials provided and the presentations and information provided by the parties at the meeting. The Chair also indicated that the Committee should consider whether Commerce has established that the agency violated CAR Rules and that if a violation was established, whether the violation constituted a valid basis for termination.

Accordingly, the Committee then considered motions on each of the Rule sections cited in Commerce's termination letter as follows:

Rule 14.B.1.b.

The Committee voted with five in favor, none opposed and one recusal that Commerce has established that A One Insurance Agency Inc. has violated CAR Rule 14.B.1.b. by failing to collect, process and remit premium due a Servicing Carrier in accordance with the provisions of the Rules of Operation. Further, the Committee voted with five in favor, none opposed and one recusal that the violation of Rule 14.B.1.b. provides a valid basis for termination.

Rule 14.B.1.d.

The Committee voted with five in favor, none opposed and one recusal that Commerce has established that A One Insurance Agency Inc. has violated CAR Rule 14.B.1.d. by failing to submit, for all applicants, a new business application for insurance with appropriate certification form(s), completed in their entirety, and a signed premium finance agreement/application, if applicable, within two business days. Further, the Committee voted with five in favor, none opposed and one recusal, the Committee agreed that the violation of Rule 14.B.1.d. provides a valid basis for termination.

Rule 14.B.1.g.

The Committee voted with five in favor, none opposed and one recusal that Commerce has established that A One Insurance Agency Inc. has violated CAR Rule 14.B.1.g. by failing to verify that the applicant has not been in default in the payment of any Motor Vehicle Insurance premiums in the past 24 months. Further, the Committee voted with four in favor, two opposed and one recusal, that the violation of Rule 14.B.1.g. provides a valid basis for termination.

Rule 14.B.1.j.

The Committee voted with five in favor, none opposed and one recusal that Commerce has established that A One Insurance Agency Inc. has violated CAR Rule 14.B.1.j. by failing to forward all premium payments to a Servicing Carrier within two business days of receipt `notwithstanding any written assurances the premium finance company had previously failed to perform its commitment. Further, the Committee voted with five in favor, none opposed and one recusal that the violation of Rule 14.B.1.j. provides a valid basis for termination.

Rule 14.B.1.m.

The Committee voted with five in favor, none opposed and one recusal that Commerce has not established that A One Insurance Agency Inc. has violated CAR Rule 14.B.1.m. by failing to properly order endorsements.

Rule 14.B.1.p.

The Committee voted with three in favor, two opposed and one recusal that Commerce has not established that A One Insurance Agency Inc. has violated CAR Rule 14.B.1.p. by failing to conduct all monetary transactions with the insured and the Servicing Carrier as required by the Rules of Operation and the ERP contract.

Rule 14.B.1.q.

The Committee voted with four in favor, one abstention and one recusal that Commerce has established that A One Insurance Agency Inc. has violated CAR Rule 14.B.1.q. by failing to notify the premium finance company and the insured that premium checks for all financed accounts are to be made payable to the Servicing Carrier. Further, the Committee voted with four in favor, one abstention and one recusal that the violation of Rule 14.B.1.q. provides a valid basis for termination.

Rule 14.B.1.x.

The Committee voted with three in favor, three opposed and one recusal that Commerce has not established that A One Insurance Agency Inc. has violated CAR Rule 14.B.1.x. by failing to comply with all the conditions set forth in its Limited Servicing Carrier Agreement with Commerce.

Finally, Ms. Doherty stated that since the Committee has determined that Commerce had established a number of violations and that each of those violations constituted a valid basis for termination, the termination is upheld. Accordingly, the Committee then considered whether the operational procedures implemented by Commerce in accordance with the notice of termination are appropriate and should remain in place until such time as the agency's appellate rights under Rule 20 have been exhausted. In a vote with six in favor, none opposed and one recusal, the Committee agreed that the operational procedures implemented by Commerce pursuant to the notice of termination should remain in place.

Ms. Rosenburg then advised that a subsequent review by the Governing Committee Review Panel may be requested pursuant to Rule 20 – Review and Appeal upon the submission of a Request for Review form.

RICHARD DALTON
Residual Market Liaison

Boston, Massachusetts
August 13, 2026

ATTACHMENT LISTING

Docket #MR26.02, Exhibit #1	Attendance Listing
Docket #MR26.04, Exhibit #6	Proposed Motions

MARKET REVIEW COMMITTEE MEETING
SIGN-IN SHEET
JULY 16, 2026

Individual's Name	Company / Agency
PLEASE PRINT	
Ben Hincks	TSHD
Steve Torres	"
Natalie Hubley	CAR
Sheila M. Doherty	Doherty Ins.
Lynne Rosenberg	CAR
Henry Risman	Risman Insurance
Jean Houghton	N&D
Kerrianne Bartro	Mapfre Insurance
Andrew Lajzes	Safety Insurance
Ken Willis	Plymouth Rock
Robin Tigges	CAR
Roberta Fitzpatrick	~~CAR~~ Arbella

MARKET REVIEW COMMITTEE MEETING
SIGN-IN SHEET
JULY 16, 2026

PLEASE PRINT

Individual's Name	Company / Agency
Richard Dalton	STAFF
Adrianne Donovan	Staff
Paul Drennen	MAPFRE
William Wise	Mapfre
Wendy Browne	CAR.
MATTHEW CORCORAN	A ONE INS.
Enrique Arce	A One Ins.
Steve Gautieri	Staff

MARKET REVIEW COMMITTEE

Re: A-One Insurance Agency/Commerce Insurance Company

A-One Insurance Agency seeks a review of its termination by Commerce. Commerce has contended that the termination of the agency's Limited Servicing Carrier Contract was based on the Agency's violation of eight (8) separate and discrete CAR Rules of Operation, all within Rule 14.B.1 – that is, 14.B.1, subsections b., d., g., j., m., p., q. and x. These alleged violations should now each be considered by the Committee, based upon the materials provided and the presentations by the parties at today's Hearing, and each alleged violation should be addressed by the Committee upon motion or motions, which I will guide you through:

i. Commerce has established or Commerce has not established that A-One Insurance has violated **CAR Rule 14.B.1.b**. by failing to Collect, process and remit premium due Commerce in accordance with the provisions of the Rules of Operation.

ii. [If the majority rules that Commerce has established such a failure] Does the violation provide a valid basis for termination?

* * * * * * * * * * * * *

iii. Commerce has established/ Commerce has not established that A-One Insurance has violated **CAR Rule 14.B.1.d**. by failing to submit for all applicants a new business application for insurance with appropriate certification form(s), completed in their entirety, and a signed premium finance application/agreement, if applicable within two business days.

iv. [If the majority rules that Commerce has established such a failure] Does the violation provide a valid basis for termination?

* * * * * * * * * * * * *

v. Commerce has established or Commerce has not established that A-One Insurance has violated **CAR Rule 14.B.1.g**. by failing to verify that the applicant has not been in default in the payment of any Motor Vehicle Insurance premiums in the prior 24 months.

vi. [If the majority rules that Commerce has established such a failure] Does the violation provide a valid basis for termination?

* * * * * * * * * * * * *

vii. Commerce has established or Commerce has not established that A-One Insurance has violated **CAR Rule 14.B.1.j**. by failing to forward all premium payments to Commerce within two business days, such period not being required to be extended by Commerce because, notwithstanding any written assurances, the premium finance company had previously failed to perform its commitment.

viii. [If the majority rules that Commerce has established such a failure] Does the violation provide a valid basis for termination?

* * * * * * * * * * * * *

ix. Commerce has established or Commerce has not established that A-One Insurance has violated **CAR Rule 14.B.1.m**. by failing to properly order endorsements.

x. [If the majority rules that Commerce has established such a failure] Does the violation provide a valid basis for termination?

* * * * * * * * * * * * *

xi. Commerce has established or Commerce has not established that A-One Insurance has violated **CAR Rule 14.B.1.p**. by failing to conduct all monetary transactions with the insured and the Servicing Carrier as required by the Rules of Operation and the ERP contract.

xii. [If the majority rules that Commerce has established such a failure] Does the violation provide a valid basis for termination?

* * * * * * * * * * * * *

xiii. Commerce has established or Commerce has not established that A-One Insurance has violated **CAR Rule 14.B.1.q**. by failing to notify the premium finance company and the insured that premium checks for all financed accounts are to be made payable to the Servicing Carrier.

xiv. [If the majority rules that Commerce has established such a failure] Does the violation provide a valid basis for termination?

* * * * * * * * * * * * *

xv. Commerce has established or Commerce has not established that A-One Insurance has violated **CAR Rule 14.B.1.x**. by failing to comply with all of the conditions set forth in its Limited Servicing Carrier Agreement with Commerce.

xvi. [If the majority rules that Commerce has established such a failure] Does the violation provide a valid basis for termination?

* * * * * * * * * * * * *

15. [Only if the majority rules that at least one violation has been established AND justifies termination] Finally, as the Committee has determined that the termination should be upheld, the Committee should consider whether or not the operational procedures implemented by Commerce pursuant to the notice of termination should remain in place. After your consideration, I will entertain a Motion on this point.

OR

16. [Only if the majority rules that none of the alleged violations has been established Finally, as the Committee has determined that none of the alleged violations recited by Commerce has been established, I now ask you to consider whether any probationary period should be put in place in regard to A-One Insurance's ongoing performance of its obligations under any one or more of the 8 subsections of Rule 14,B.1 that are recited in Commerce's termination letter, and if, so, how long should that probationary period last. After your consideration, I will entertain a Motion or Motions on this point.