

Circuit Court for Carroll County
Case No. C-06-CV-19-000043

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 358

September Term, 2019

KEVIN C. BETSKOFF

v.

STANDARD GUARANTY INSURANCE
COMPANY

Nazarian,
Gould,
Moylan, Charles E., Jr.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: August 4, 2020

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

In this appeal from a civil action in the Circuit Court for Carroll County, Kevin C. Betskoff, appellant, challenges the court’s granting of a motion by Standard Guaranty Insurance Company (“Standard”), appellee, to dismiss the action. For the reasons that follow, we shall affirm the judgment of the circuit court.

On February 14, 2014, Mr. Betskoff filed with Standard a claim in which he contended that ice and snow had caused limbs of a tree on his property to fall and cause damage to his fence and his neighbor’s car, camper, and basketball hoop. On February 27, 2014, Mr. Betskoff sent to the Maryland Insurance Administration (“MIA”) a complaint in which he contended that Standard erred in handling the claim. On March 8, 2014, Standard sent to Mr. Betskoff a letter in which it stated that his “policy does not provide liability coverage,” that “[t]here is no coverage for the . . . camper,” and “[f]ence damage and personal property is not covered under [the] policy.” On September 8, 2014, the MIA sent to Mr. Betskoff a letter in which it “determined that [Standard] has not violated Maryland insurance law in its denial/handling of [his] claim.”

On October 3, 2014, Mr. Betskoff requested a hearing before the Maryland Insurance Commissioner (“Commissioner”). On April 29, 2016, Mr. Betskoff filed in the United States Bankruptcy Court for the District of Maryland a petition for bankruptcy. On June 10, 2016, the Commissioner issued a “Final Order” in which he affirmed the MIA’s determination. Three days later, the MIA sent to Mr. Betskoff the Commissioner’s order and a letter in which it stated: “A party to this hearing who is aggrieved by the . . . decision may file an appeal in a Maryland circuit court within (30) days of the date of this letter.”

On January 23, 2019, Mr. Betskoff filed in the circuit court a complaint against Standard in which he alleged breach of duty, bad faith dealing, negligence, and breach of implied covenant. On March 1, 2019, Standard filed a “Motion to Dismiss Complaint or, in the Alternative, for Summary Judgment and for Consolidation,” in which it contended, among other contentions, that “[a]ny appeal of the MIA’s Final Order must have been filed within 30 days” as required by Md. Code (1995, 2011 Repl. Vol., 2015 Supp.), § 2-215(d) of the Insurance Article (“a person shall file a petition for judicial review with the appropriate circuit court within 30 days after . . . the order resulting from the hearing was served on the persons entitled to receive it”). The court agreed and granted the motion.

Mr. Betskoff contends that the court erred in granting the motion, because 11 U.S.C.A. § 362 “stays the running of time with regard to the statute of limitation.” We disagree. 11 U.S.C.A. § 362(a) states that a bankruptcy petition generally “operates as a stay, applicable to all entities, of . . . the commencement or continuation . . . of a judicial, administrative, or other action or proceeding *against the debtor* that was or could have been commenced before the commencement of the case . . . , or to recover a claim *against the debtor* that arose before the commencement of the case.” (Emphasis added.) Betskoff does not identify any provision of § 362 that operates as a stay of the statute of limitations for an action or proceeding filed *by* a debtor, and hence, the court did not err in granting Standard’s motion.

**JUDGMENT OF THE CIRCUIT COURT
FOR CARROLL COUNTY AFFIRMED.
COSTS TO BE PAID BY APPELLANT.**