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## INSURANCE LAW BULLETIN

### **Re: Denial Of Receipt Of A Policy Notice Is Insufficient To Rebut The Presumption Of Receipt By Mail**

The United States District Court for the District of Maryland recently ruled the legal presumption of receipt by mail is not rebutted by the mere denial of receipt.

An insured filed a breach of contract action claiming an insurer failed to provide a grace period notice before coverage under a universal life policy lapsed for insufficient premiums. The insurer moved for summary judgment arguing its ordinary business practices and records—including a fully automated mailing and tracking system—established a presumption the grace period notice was mailed to and received by the insured at the address of record. In opposition, the insured argued actual receipt of the policy notice was required and his declaration denying receipt created a genuine dispute of material fact.

Granting summary judgment in favor of the insurer, the Court found the insurer established receipt of the requisite policy notice based on the presumption of receipt by mail. The Court further determined, as a matter of law, the denial of receipt alone was insufficient to rebut the presumption.

For further information or a copy of the decision, please contact **Michael P. Cunningham**, who represented the insurer in this matter, at 410.659.4979 or [mcunningham@fblaw.com](mailto:mcunningham@fblaw.com). To learn more about our firm, or review past law bulletins, please visit [www.fblaw.com](http://www.fblaw.com).

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