

STATE OF CONNECTICUT

INSURANCE DEPARTMENT

-----)
IN THE MATTER OF:) **Docket No. IC 09-89**
))
Petition for Declaratory Ruling Requested by)
Connecticut Medical Insurance Company)
-----)

MEMORANDUM OF DECISION
AND
DECLARATORY RULING

I. Introduction.

This matter comes before the Connecticut Insurance Department (the “Department”) by Petition for Declaratory Ruling dated October 16, 2009 (the “Petition”) filed on behalf of the Connecticut Medical Insurance Company (hereinafter referred to as “CMIC” or the “Petitioner”). The Petition was received by the Department on October 19, 2009. The Petition was filed pursuant to Connecticut General Statutes § 4-176 and Conn. Agencies Regs. § 38a-8-27 *et seq.* Pursuant to Conn. Agencies Regs. § 38a-8-27(c) notice was given to counsel for Dr. A¹ by electronic communication transmitted on October 22, 2009. By electronic communication dated October 28, 2009, Health Assistance InterVention Education Network for Connecticut Health Professionals (“HAVEN”) requested to file comments as a ‘friend of the agency’ pursuant to Conn. Agencies Regs. § 38a-8-27(c) and that request was granted by the Department. HAVEN is the single assistance program providing intervention, assistance, and monitoring for healthcare professionals pursuant to Conn. Gen. Stat. § 19a-12a. On November 19, 2009, Attorney Gregg D. Adler and Attorney Elizabeth A. Conklin, Dr. A’s counsel, filed information for consideration by the Department concerning the Petition and, on the same date, Maureen

¹ Due to privacy concerns, the Petitioner has chosen to refer to the doctor who is the subject of the nonrenewal action for which this Petition has come before the Department as “Dr. A” and the Department believes that it is appropriate, from a privacy perspective, to refer to said doctor as “Dr. A” herein.

Dinnan, Executive Director of HAVEN filed comments related to the Petition. On December 4, 2009, CMIC replied to Dr. A's and HAVEN's objections to CMIC's Petition for Declaratory Ruling. On December 9, 2009, Dr. A's counsel filed an objection to CMIC's action in filing its Reply brief.

II. Issues Presented.

Pursuant to Conn. Gen. Stat. § 4-176 and Conn. Agencies Regs. § 38a-8-27(a), the Petition requests the Commissioner's rulings concerning:

- (a) the scope and applicability of Conn. Gen. Stat. §§ 38a-323 and 38a-816(12) to the nonrenewal of a professional liability policy, when the insured policyholder, who is the subject of such nonrenewal, claims that he suffers from a disability (substance abuse); and
- (b) the non-applicability of Conn. Gen. Stat. § 46a-64 (discrimination in public accommodations.)

III. Facts.

The facts stated in the Petition are as follows: CMIC is a mutual, member owned company created by doctors to provide professional liability services, including professional liability insurance, to health care professionals in Connecticut and Massachusetts. Since 1985, CMIC has provided professional liability insurance to Dr. A. By letter dated June 29, 2009, CMIC notified Dr. A that his professional liability insurance coverage would not be renewed when it expired at 12:01 a.m. on January 1, 2010 (the "Notice of Nonrenewal").

The Petition states that following CMIC's decision to nonrenew, Dr. A's employer terminated Dr. A's employment, effective August 28, 2009. The primary reason given for his termination was CMIC's decision to refuse to provide medical malpractice insurance coverage for Dr. A after December 31, 2009. *See* pgs. 4-5 of Dr. A's Opposition to the Petition of November 19, 2009. On September 24, 2009, Dr. A filed a discrimination complaint with the Connecticut Commission on Human Rights and

Opportunities (“CHRO”) against his employer alleging disability discrimination as a factor in his termination of employment. On October 19, 2009, Dr. A filed an additional complaint with the CHRO against CMIC alleging disability discrimination² and aiding and abetting his former employer in regards to his termination.

IV. Discussion.

A. Conn. Gen. Stat. Section 38a-323.

Jurisdiction for the issuance of this declaratory ruling related to the nonrenewal of Dr. A’s insurance policy is found in Conn. Gen. Stat. § 4-176 and Conn. Agencies Regs. § 38a-8-27. Specifically, Conn. Agencies Regs. § 38a-8-27(b) provides that any person may request a declaratory ruling from the Commissioner with respect to the applicability to such person of any statute or regulation administered or promulgated by the Commissioner. The legislature has given the Insurance Commissioner authority to regulate the business of insurance pursuant to Conn. Gen. Stat. § 38a-8 and, as such, the nonrenewal of a professional liability commercial risk insurance policy is a matter that falls under the Insurance Department’s authority pursuant to Conn. Gen. Stat. § 38a-323 and § 38a-816(12) of the Connecticut Unfair Insurance Practices Act.

Conn. Gen. Stat. § 38a-323 provides the procedures that an insurer must follow when nonrenewing an insurance policy. Section 38a-323(e) provides that the notice period for the nonrenewal of a professional liability insurance policy be at least 90 days.³ Section 38a-323(a) and Insurance Department Bulletin PC-42-09 require that the notice of intent not to renew state the specific reason for nonrenewing an insurance policy. The Notice of Nonrenewal in the present matter states that such nonrenewal action is being taken by

² Dr. A’s CHRO complaint against CMIC specifically alleges that he was denied a reasonable accommodation and that Dr. A’s ‘*mental disability—chemical and alcohol dependence*’ was a factor in his being terminated by his employer. (emphasis added). The CHRO complaint alleges that CMIC violated Conn. Gen. Stat. §§ 46a-58(a), 46a-60(a)(5), 46a-60(a)(1) and Title III of the Americans With Disabilities Act, 42 USC 12101, *et seq.*

³ The advance notice of nonrenewal procedural requirements are not at issue in this matter.

CMIC pursuant to Conn. Gen. Stat. § 38a-323 and that the reasons for this action are as follows:

The insurance coverage for Dr. A is being non-renewed because of concerns for problems associated with ongoing chemical dependency. In January 2009, Dr. A was observed under circumstances that gave rise to a suspicion that he was engaged in behavior involving illegal or addictive substances. At that time, he was given the option of providing a urine sample or signing in to the Physicians' Assistance Program for chemical dependency support; Dr. A chose the latter and took a leave of absence from medical practice until completion of such program. These events gave rise to a concern for an increase in the risk insured against under the CMIC Professional Liability Policies. This Notice of Non-Renewal applies to both individual professional liability insurance for the acts or omissions of Dr. A and to any vicarious liability coverage for [Dr. A's medical practice group] on a account of acts or omissions by Dr. A (Other coverage for [Dr. A's medical practice group] is unaffected by this Notice.)

On its face, the Department believes that the above Notice of Nonrenewal provides the specific reason for nonrenewing Dr. A's professional liability insurance policy under Connecticut insurance law—specifically, “concerns for problems associated with ongoing chemical dependency” and that Dr. A's behavior⁴ involving illegal or addictive substance in early 2009 “gave rise to a concern for an increase in the risk insured against under the CMIC Professional Liability Policies.” The Department believes that the action taken by CMIC in nonrenewing the professional liability insurance policy of Dr. A is not inconsistent with Connecticut insurance laws.

⁴ Neither CMIC nor Dr. A's counsel dispute that Dr. A was observed outside the Hospital where his former employer was located under circumstances that gave rise to a suspicion that he was engaged in behavior involving illegal or addictive substances.

B. Conn. Gen. Stat. Section 38a-816(12).

Conn. Gen. Stat. § 38a-816(12) sets forth as an unfair method of competition and unfair act or practice “refusing to insure, refusing to continue to insure or limiting the amount, extent or kind of coverage available to an individual or charging an individual a different rate for the same coverage because of *physical disability or mental retardation*, except where the refusal, limitation or rate differential is based on sound actuarial principles or is related to actual or reasonably anticipated experience.” (emphasis added).⁵ The term “physical disability” is governed by Conn. Gen. Stat. § 1-1f which provides in relevant part:

Sec. 1-1f. “Blind”, “physically disabled”, defined. For purposes of §§ 3-10e, 4a-60, *subdivision (12) of § 38a-816* and §§ 46a-58, 46a-60, 46a-64, 46a-70 to 46a-73, inclusive, 46a-75, 46a-76 and 52-175a: (b) An individual is physically disabled if he has any chronic physical handicap, infirmity or impairment, whether congenital or resulting from bodily injury, organic processes or changes or from illness, including, but not limited to, epilepsy, deafness or hearing impairment or reliance on a wheelchair or other remedial appliance or device. (Emphasis added.)

See also, Insurance Department Bulletin PC-46 (December 20, 2000) concerning personal lines underwriting guidelines, wherein the Department has interpreted “physical disability” as used in Conn. Gen. Stat. § 38a-816(12) to have the same meaning as the definition set forth in Conn. Gen. Stat. § 1-1f. (b).

Review of the legislative history to Conn. Gen. Stat. § 38a-816 (12) and Senator Murphy’s comments during the General Assembly proceedings on this legislation indicate that the bill originally included the language “deafness, or other physical or

⁵ It should be noted that the Petition and information provided to the Department does not contain a discussion on whether ‘substance abuse’ is considered a ‘physical disability’ under Connecticut law. The Department notes that Dr. A’s CHRO complaint against CMIC characterizes substance abuse as a mental disability.

mental impairment” and that language was changed by using the words, “[p]hysical disability or mental retardation” as the standard which is used in other statutes of this type in the general statutes.⁶ In the present case, the Department does not believe that ‘substance abuse’ constitutes a ‘physical disability’ under the express terms of the statute since it is not a ‘physical handicap, infirmity or impairment’ as those terms are commonly understood. In *Ashley Willard Asylum Associates v. Rodriguez*, 1993 WL 479824 (Conn. Super. Ct., Oct. 19, 1993) (Unpublished Opinion) the court stated that:

The term physical disability, as used in § 1-1f, does not include mental disability. To hold otherwise would be to distort the plain meaning of the phrase physical disability and to stretch its meaning beyond its commonly understood definition. The American Heritage Dictionary defines physical as, “[o]f or pertaining to the body, as distinguished from the mind or spirit.” Further, in defining a physically disabled person as one who has a “chronic physical handicap” the legislature made clear that it was not including mental disability within its definition. Defendant’s reference to comments made in the legislative debate does not convince this court otherwise. At the most those comments indicate that it was the legislative intent to use the phrase physically disabled in its most expansive meaning with respect to disabilities which are physical in nature, but not to enlarge its meaning to include mental disability.

Since we do not believe the legislature intended to include ‘substance abuse’ within the definition of ‘physical disability’ under Conn. Gen. Stat. § 38a-816(12), we do not need to rule on the carve-out contained in that section concerning whether the nonrenewal due to a physical disability is based on sound actuarial principles or is related to actual or reasonably anticipated experience. Since we do not need to reach the question of an unfair practice on Conn. Gen. Stat. § 38a-816(12), a hearing on that matter is not required under 38a-817 as outlined in the information provided by HAVEN in connection with this Petition.

⁶ 23 S. Proc., Pt. 4, 1980 Sess., p. 1144, remarks of Senator Murphy

C. Conn. Gen. Stat. Section 46a-64.

Conn. Gen. Stat. § 46a-64 of Chapter 814c of the General Statutes concerning Human Rights and Opportunities provides in part that, “(a) it shall be a discriminatory practice in violation of this section to deny any person within the jurisdiction of this state full and equal accommodations in any place of public accommodation...because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, mental retardation, mental disability or physical disability, including, but not limited to blindness or deafness of the applicant....” Under Conn. Gen. Stat. § 46a-56, the CHRO is given the authority to investigate and generally enforce discriminatory practices under Chapter 814c of the General Statutes including enforcement of alleged discrimination in public accommodations under Conn. Gen. Stat. § 46a-64.

CMIC, counsel for Dr. A and HAVEN have provided detailed analyses concerning recent cases dealing with discrimination in public accommodations including the Second Circuit’s decision in *Pallozzi v. Allstate Life Ins. Co.*, 198 F.3d 28 (2nd Cir. 1999, as amended in 2000, *Pallozzi v. Allstate Life Ins. Co.*, 204 F.3d 392) and *Webster Bank v. Oakley*, 265 Conn. 539 (2003).

However, and as a threshold matter, the Department is guided by the opinion of the Connecticut Attorney General dated January 23, 1975 directed to Thomas C. White, Insurance Commissioner (the “Opinion”) (copy attached) and the cases cited therein including, in particular, *Allyn v. Hull*, 140 Conn. 222 (1953). In that Opinion, Commissioner White asked whether the Insurance Department had authority to investigate three insurance-related claims of discrimination. In the course of discussing the scope of the Insurance Department’s jurisdiction, Attorney General Ajello concluded that, “[w]e therefore find no authority in the provisions of Sec. 38-4, 38-7 or 38-8 for the Insurance Commissioner to act on complaints referred to in your letter.”⁷ The Attorney General reasoned that under Connecticut law, “although the power to regulate insurance is necessarily broad, like other powers it is not absolute and limitless” and held that the

⁷ Conn. Gen. Stat. §§ 38-4, 38-7 and 38-8 were recodified effective January 1, 1991, respectively, as Conn. Gen. Stat. §§ 38a-8, 38a-14 and 38a-17.

Insurance Commissioner did not have the statutory authority to investigate alleged housing discrimination by insurance companies.

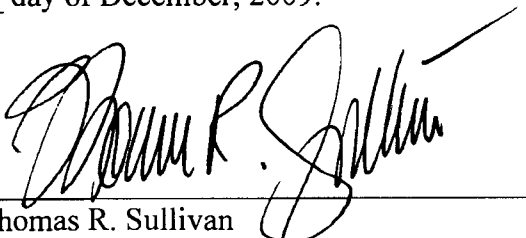
For the reasons set forth above, the Department believes that it is not authorized to determine whether the acts of CMIC violate discrimination in public accommodations under Conn. Gen. Stat. § 46a-64. The Department concludes that the regulation of discrimination matters in the context of this Petition is better left to the courts and the CHRO, which is the state agency to which the legislature has granted the authority to investigate and enforce Connecticut's discrimination statutes.

V. RULINGS.

Based on the above analysis, I hereby issue the following rulings:

1. The nonrenewal of Dr. A's professional liability insurance policy is governed by Conn. Gen. Stat. § 38a-323 and the nonrenewal action taken by CMIC pursuant to the Notice of Nonrenewal dated June 29, 2009 is not inconsistent with Connecticut insurance law. The question of whether such nonrenewal is governed *exclusively* by Conn. Gen. Stat. 38a-323 is better left to the judicial branch.
2. "Substance abuse" is not included within the definition of "physical disability" under Conn. Gen. Stat. § 38a-816(12).
3. The Connecticut Legislature has not authorized the Insurance Department to investigate or regulate claims of discrimination in public accommodations under Conn. Gen. Stat. § 46a-64 and, as a result, I decline to rule on the non-applicability of § 46a-64 in the context of the present Petition.

Dated at Hartford, Connecticut this 10th day of December, 2009.



Thomas R. Sullivan
Insurance Commissioner

State of Connecticut

CARL R. AJELLO
ATTORNEY GENERAL



Office of The Attorney General
30 TRINITY STREET
HARTFORD 06115

January 23, 1975

RECEIVED
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STATE OF CONNECTICUT

The Honorable Thomas C. White
Insurance Commissioner
State of Connecticut
Insurance Department
Post Office Box 816
Hartford, Connecticut 06115

Dear Commissioner White:

This is in reply to your letter of December 13, 1974, in which you ask our advice concerning the legal authority and jurisdiction of the Insurance Commissioner regarding three complaints.

You state in your inquiry:

"The first complaint contained in a letter of April 19, 1974, alleges that the Travelers Insurance Company, in Mr. Hinds' words, operates ' . . . with policies which condone violations to State law . . . set forth in Title 38, (General Statutes). . . .' The gist of the complaint against the Travelers Insurance Company is that the Travelers' Affirmative Action Program does not actively support open housing, that the company does not educate its employees as to their housing rights, that Travelers' minority employees have difficulty in finding suitable housing within reasonable access to the home office, that its minority employee utilization is inadequate, that a publication called a "Relocation Policies Guide" gives comfort to illegal "steering" sales techniques, and [other] specific allegations.

"The second complaint filed by Education/Instrucción is contained in a letter dated June 23, 1974, which contains allegations against the Connecticut Mutual Life Insurance Company claiming discrimination in the rental of housing which it owns.

"The third complaint contained in a letter dated Nov. 13, 1974, concerns the Connecticut Housing Investment Fund, called "CHIF," and alleges that the CHIF is violating Federal and State laws relating to housing, banking, and insurance.

"I will quote the second paragraph of Mr. Hinds' November 13 letter as it sets forth the facts which Education/Instrucción alleges:

'CHIF is a well known housing consultation and financing (second mortgage) service which assists whites desiring to live in so-called "minority areas" and minority individuals desiring to live in so-called "white areas." It has operated for years with the tacit approval of state regulatory agencies. CHIF has recently (9/4/74) been granted a real estate license by the Real Estate Commission (George Edwards, Broker). Numerous Connecticut Insurance Companies fund the program and promote the plan. Numerous Connecticut banks mortgage homes in conjunction with (on the basis of) the CHIF second mortgage plan.'

"We ask your advice in respect to each of the three complaints as follows:

1. Do the above cited statutes or other provisions of Connecticut law require the Insurance Department to investigate all or any of these complaints further?
2. If further inquiry or investigation is required, what provisions of law control?
3. Assuming that further inquiry is permitted but not required, do we have the authority to hold a formal hearing to determine the accuracy of the facts stated?
4. Assuming that we have such authority, what sanctions may be imposed?

"In specific reference to the complaint against CHIF, we are concerned with that portion thereof which states that numerous Connecticut insurance companies fund the program and promote the plan. In specific reference to this complaint, we have three additional questions:

1. Assuming that the allegations contained in Mr. Hinds' letter are true, does the funding of the program by numerous Connecticut insurance companies give to the Insurance Department regulatory authority and/or jurisdiction over the subject matter of the complaint? If the answer to this question is yes, then to what extent?
2. Can the policies and practices of CHIF be examined by the Insurance Department as suggested in Mr. Hinds' letter? Under §38-7 of the General Statutes, the Insurance Department has examination authority over insurance companies and related organizations; however, organizations such as CHIF do not appear to be listed nor contained in the statute.
3. Again, assuming that the facts which are alleged in Mr. Hinds' letter are true, do I as Insurance Commissioner have the authority to conduct a hearing as suggested in the second last paragraph of Mr. Hinds' letter in connection with the allegations? A corollary to this third question: Do the statutes permit a multi-jurisdictional hearing as suggested by Mr. Hinds?"

The resolution of these questions involves the following provisions of the General Statutes:

"Sec. 38-4. Duties of commissioner. The commissioner shall see that all laws respecting insurance companies are faithfully executed; shall pay to the treasurer

all the fees which he has received and may administer oaths in the discharge of his duties. He shall recommend to the general assembly changes which, in his opinion, should be made in the laws relating to insurance. (1949 Rev., S. 6029; 1959, P.A. 78, S.1.)

"Sec. 38-7. Examination of affairs of insurance companies. The commissioner shall, as often as he deems it expedient, examine into the affairs of any insurance company doing business in this state and into the affairs of any corporation organized under any law of this state or having an office in this state, which corporation is engaged in, or claiming or advertising that it is engaged in, organizing or receiving subscriptions for or disposing of stock of, or in any manner aiding or taking part in the formation or business of, an insurance company or companies or which is holding the capital stock of one or more insurance corporations for the purpose of controlling the management thereof, as voting trustees or otherwise....

"Sec. 38-8. Authority of commissioner when business is conducted improperly. If, in the opinion of the commissioner, any insurance company is doing business in an illegal or improper manner or is failing to adjust and pay losses and obligations when they become due, except claims to which in the judgment of the commissioner there is a substantial defense, he may order it to discontinue such illegal or improper method of doing business and may order it to adjust and pay its losses and obligations as they become due. (1949 Rev., S.6031.)

"Sec. 4-61d. Activities of state agencies to be performed without discrimination. (a) All services of every state agency shall be performed without discrimination based upon race, color, religious creed, sex, age, national origin, ancestry or physical disability, including, but not limited to,

blindness. No state facility shall be used in the furtherance of any discriminatory practice, nor shall any state agency become a party to any agreement, arrangement or plan which has the effect of sanctioning discriminatory practices. Each state agency shall analyze all of its operations to ascertain possible instances of noncompliance with the policy of sections 4-61c to 4-611, inclusive, and shall initiate comprehensive programs to remedy any defect found to exist.

- (b) Every state contract or subcontract for construction on public buildings or for other public work or for goods and services shall conform to the intent of section 4-114a of the General Statutes. (Emphasis added)

"Sec. 4-61f. Discrimination in state licensing and charter procedures prohibited. No state department, board or agency shall grant, deny or revoke the license or charter of any person on the grounds of race, color, religious creed, sex, age, national origin, ancestry, or physical disability including, but not limited to, blindness, unless it is shown by such state department, board or agency that such disability prevents performance of the work involved. Each state agency shall take such appropriate action in the exercise of its licensing or regulatory power as will assure equal treatment of all persons and eliminate discrimination and enforce compliance with the policy of sections 4-61c to 4-611, inclusive." (Emphasis added)

We shall first examine the provisions of Title 38 quoted above. Statutes such as these must be construed in light of their purpose and in such a manner so as to be constitutional. State v. Doe, 149 Conn. 216 at 229 (1962); Lee v. Lee, 145 Conn. 355 at 358 (1958). The intent of legislation regulating insurers is to protect the policy holder, and through him, the general public. These laws have as their object the safeguarding of funds, maintenance of adequate reserves, establishment of reasonable and non-discriminatory insurance rates, and similar

ends. 2 Couch, Cyclopedia of Insurance Law (2d ed. by Ronald A. Anderson), §21.1, pp. 437-438. It is for these reasons that insurance is a business affected with a public interest. Id., §21.1 at pp. 434-435.

Although the power to regulate insurance is necessarily broad, like other powers it is not absolute and limitless.

"The power of the legislature to regulate the business of insurance is very broad, the legislature being clothed with a wide discretion in determining the scope and nature of the regulation. The regulation of the insurance business, however, must be reasonable, and if it goes beyond the reasonable and legitimate interest of the state and its citizens it must be held invalid as unjust, arbitrary and improperly discriminatory."

Id., §21.1 at p. 439.

"The extent of the State's power in respect to insurance contracts must be reasonably related to the public purpose and must not be arbitrary or improperly discriminatory."

19 Appleman, Insurance Law & Practice, §10343, p.15.

These principles were applied by the Connecticut Supreme Court in Allyn v. Hull, 140 Conn. 222 (1953) where the Court stated:

"The plaintiff (the Insurance Commissioner) is a state official whose office was created by the General Assembly. General Statutes §6025. Like other comparable public officials, he has only such power and authority as are clearly conferred or necessarily implied. State v. Hartford Accident & Indemnity Co., 138 Conn. 334, 339, 84 A.2d 579; Mechem, Public Officers, §511; 43 Am. Jur. 68, §249. Section 6029 prescribes his powers and duties. It requires him, among other things, to "see that all laws respecting insurance companies are faithfully executed." Undoubtedly, this vests him with a wide range of discretion. American Casualty Ins. & Security Co. v. Fyler, 60 Conn. 448, 460, 22 A. 494. That discretion, however, cannot be exercised on everything bearing directly or indirectly upon the

subject of insurance. See *Noyes v. Byxbee*, 45 Conn. 382, 385. The legislative mandate which we have quoted does not endow him with limitless authority to do whatever he thinks he ought to do. The statute does not speak of laws relating to insurance. It refers to laws respecting "insurance companies." The authority granted by it to the plaintiff, therefore, is circumscribed. The statute permits him to supervise the activities of insurance companies only so far as to see that they fulfil the obligations imposed upon them by law. It gives him no power over the directors of insurance companies in their individual capacities."

140 Conn. at 226.

We therefore find no authority in the provisions of Sec. 38-4, 38-7, or 38-8, for the Insurance Commissioner to act on complaints referred to in your letter.

The complainant, however, relies upon the portions of Sec. 4-61 quoted above. His contention finds support in a ruling of the State Liquor Control Commission, January 27, 1972. (In re: Daley and the Morey's Association, Inc.) In that case, a liquor license was revoked on the grounds that the backer denied the use of its facilities to women. However, this aspect of the opinion was overturned on appeal in Daley, Permittee, et al v. Liquor Control Commission, Court of Common Pleas, New Haven County, No. 88653, filed January 8, 1973. The Court stated:

"It appears clear to this court that these sections (4-61d and f, General Statutes) pertain to state licensing and not to the activities of state licensees."

Memorandum of Decision, p.7.

The Commission's decision was upheld on other grounds, and the State Supreme Court affirmed the Court of Common Pleas on February 26, 1974. 35 Conn. L.J. No. 35, p. 15.

Other cases have recognized the distinction between the activities of the State versus those of its licensees. See, e.g.,

The Hon. Thomas C. White
Insurance Commissioner

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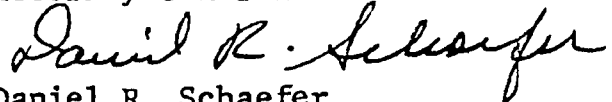
January 23, 1975

Moose Lodge No. 107 v. Irvis, 407 U.S. 163 (1972). Cornelius v. Benevolent Protective Order of the Elks, U. S. Dist. Ct., Dist. of Conn., Civil No. 15150, August 2, 1974. Although these decisions arose in different contexts, they illustrate the magnitude of the public policy issues involved, and the importance of clearly expressed legislative intent.

In light of Court rulings to date and established legal principles of State regulation of insurance, we advise that there is no statutory authority for your department to act on the complaints referred to in your letter.

Very truly yours,

Carl R. Ajello
Attorney General



By: Daniel R. Schaefer
Assistant Attorney General

DRS:dc