

incorporated into the amount paid by the customer and are thus paid across the life of the lease or the loan.

The Court finds that Reliance issued GAP insurance to Ed Voyles Chrysler-Plymouth located in Atlanta, Georgia, which insurance policy is identified as policy number NZB 1551519. The policy period commenced August 30, 1999 and continued until its expiration on August 30, 2000. On May 31, 2000, the date Merrell purchased her vehicle, Voyles Chrysler-Plymouth, under its gap insurance policy, issued a certificate of GAP insurance to Merrell directly, without regard to the stated expiration period, as the certificate would normally remain in force until the termination of the loan or the sale of the automobile. On October 3, 2001, Reliance Insurance was placed into liquidation by Order of this Court. That Order further directed the cancellation of all policies and contracts of insurance that were in effect on October 3, 2001, and was made effective 30 days after the date of the Order. The October 3, 2001 liquidation order canceled the Voyles Chrysler-Plymouth GAP policy with Reliance Insurance Company, including any obligation Reliance Insurance Company may have had under the certificate of GAP insurance issued by Voyles Chrysler-Plymouth to Merrell.

Merrell suffered a loss on September 16, 2004. That date is after the date of cancellation of the Voyles Chrysler-Plymouth GAP policy; therefore, the provisions of the GAP policy were not in effect and a claim under the GAP certificate issued pursuant to the GAP policy cannot be accepted by the Reliance Estate.

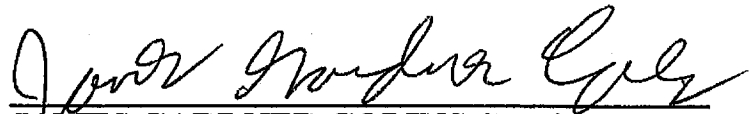
The Court has reviewed this claim knowing that it was untimely filed. However, the claim has been accepted by the Court based on the findings set forth below. The Court has accepted the Liquidator's representation that notice of

policy cancellations was sent to Ed Voyles Chrysler-Plymouth. The Court has accepted that the Liquidator lacked knowledge of the names and address of individual holders of certificates of GAP insurance. The Court has accepted that the Liquidator shoulders no obligation to provide notice of the Reliance Insurance liquidation to the holders of individual certificates of GAP insurance issued by automobile dealers or financial institutions. Moreover, the Court has accepted Merrell's representation that any claim she may have had under the certificate of GAP insurance did not arise until September 16, 2004, the date of her loss. The Court has accepted Merrell's representation that it took Merrell 6 months to learn where to submit a claim for coverage under the certificate of GAP insurance. The Court concludes that Merrell had just cause for not submitting a claim against the Reliance Estate on or before December 31, 2003. The Court has accepted the claim for late filing. Nonetheless, while the Court has accepted the late filing of the claim, the Court has rejected the claim on the basis that Reliance neither had, nor has, a payment obligation under any insurance policy on which this claim can be based.

This Court notes that Merrell's issue sounds in contract and it would appear that Merrell may have rights under the contract between herself and Ed Voyles Chrysler-Plymouth and the financing institution. A contractual relationship is suggested because it is Ed Voyles Chrysler-Plymouth that is a party to the contract of insurance with Jakiva Merrell, and not Reliance Insurance Company. Accordingly, the following is entered:

ORDER

AND NOW, this 15th day of August, 2005, the objection of Jakiva Merrell to a notice of determination filed by the Statutory Liquidator of Reliance Insurance Company (Reliance) regarding a monetary claim against Reliance filed by Merrell, and assigned Proof of Claim No. 2139091, is hereby DISMISSED.


JAMES GARDNER COLINS, President Judge