UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND

Kenneth Wright v. Ameritas Life Insurance Corporation

Wright · No. 8:24-cv-03748-PX · Decided March 13, 2026

SUMMARY

The United States District Court for the District of Maryland granted Ameritas Life Insurance Corporation's motion for judgment on the pleadings in an action arising from a disability insurance claim. The court dismissed Counts I, II, and V without prejudice for failure to exhaust administrative remedies, and dismissed the ADA, HIPAA, and Maryland Consumer Protection Act claims with prejudice for failure to state legally cognizable claims. The court denied the remaining motions as moot, granted Ameritas's out-of-time filing motion nunc pro tunc, and closed the case.

CASE DETAILS

COURT	United States District Court for the District of Maryland
WRITING FOR THE COURT	Paula Xinis
JURISDICTION	United States District Court for the District of Maryland
DECIDED	March 13, 2026
DOCKET	8:24-cv-03748-PX
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff brought claims for breach of a disability income insurance policy, bad-faith insurance claims practices, ADA accommodation violations, HIPAA violations, negligence, and Maryland Consumer Protection Act violations. After answering the complaint, Defendant moved for judgment on the pleadings under Federal Rule of Civil Procedure 12(c). Plaintiff moved for summary judgment and other relief, including leave to amend.
STANDARD OF REVIEW	On a Rule 12(c) motion, the court treated the motion like a Rule 12(b)(6) motion, accepting the complaint's factual allegations as true and construing them in the light most favorable to the nonmovant. Judgment is proper when no set of facts would entitle the plaintiff to relief.
PRECEDENTIAL VALUE	unpublished
PARTIES	Kenneth Wright v. Ameritas Life Insurance Corporation

TOPICS

motion for judgment on the pleadings · insurance coverage · ada / disability · hipaa · consumer protection

PRACTICE AREAS

civil procedure · insurance · disability discrimination · health privacy · consumer protection · contracts

QUESTIONS PRESENTED

1. Whether judgment on the pleadings was warranted because Wright failed to exhaust Maryland administrative remedies before asserting claims concerning denial of disability insurance coverage.
2. Whether Wright's negligence claim was cognizable when the alleged duty to process or settle the insurance claim arose from the insurance contract.
3. Whether Maryland Insurance Code § 27-303 provides a private judicial cause of action for alleged bad-faith claims practices.
4. Whether the ADA's employment-related reasonable-accommodation provisions applied to Ameritas when Ameritas was not Wright's employer.
5. Whether HIPAA provides a private cause of action against an alleged violator.
6. Whether the Maryland Consumer Protection Act applies to an insurance company authorized to do business in Maryland.
7. Whether Wright should be granted leave to amend the complaint after the amendment deadline and close of discovery.

HOLDINGS

1. Claims seeking to determine coverage under an individual disability insurance policy cannot proceed when the plaintiff has not exhausted the administrative remedies required by Maryland law.
2. A negligence claim alleging failure to settle or process an insurance claim fails when the asserted duty arises from the insurance contract rather than tort law.
3. A claim alleging bad-faith insurance practices under Maryland Insurance Code § 27-303 cannot be pursued directly in court because relief under that provision is available through administrative remedies only.
4. The ADA's employment-related reasonable-accommodation provisions do not apply to an insurer that is not the plaintiff's employer.
5. HIPAA does not confer a private right of action, so a plaintiff cannot sue an alleged violator directly under HIPAA.
6. The Maryland Consumer Protection Act does not apply to an insurance company authorized to do business in Maryland.
7. Leave to amend was properly denied where the plaintiff sought amendment after the scheduling-order deadline and close of discovery without showing good cause.

KEY QUOTATIONS

> *“Where no set of facts can satisfy the claim such that a plaintiff could be entitled to relief, judgment under Rule 12(c) is warranted.”*

> *“Thus, this Court cannot consider the claim, and the count is dismissed.”*

> *“HIPAA does not confer a private right to sue”*

FACTUAL BACKGROUND

Ameritas issued Wright a disability income insurance policy providing disability benefits, COBRA-premium reimbursement, and a non-disabling injury payment upon timely proof of loss. Wright alleged that he submitted claim-related documents in August and September 2024, that Ameritas did not timely process his claim, and that his COBRA payments lapsed, allegedly worsening his mental health condition. He also alleged that Ameritas denied accommodation requests, required an in-person visit, requested unnecessary personal information, and engaged in bad-faith and deceptive practices.

PROCEDURAL HISTORY

The case was before the United States District Court for the District of Maryland on Defendant's Rule 12(c) motion and several ancillary motions. The court granted judgment on the pleadings, dismissed Counts I, II, and V without prejudice for failure to exhaust administrative remedies, dismissed Counts III, IV, and VI with prejudice for failure to state legally cognizable claims, denied Plaintiff's remaining motions as moot, and closed the case.

DISPOSITION

dismissed

CASES CITED

- Burbach Broad. Co. of Delaware v. Elkins Radio Corp., 278 F.3d 401, 405-06 (4th Cir.)
- Weller v. Dep’t of Soc. Servs. for City of Baltimore, 901 F.2d 387, 391 (4th Cir.)
- Spinnaker Ins. Co. v. Renderos, Civ. No. DKC 22-1636, 2023 WL 200272, at *4 (D. Md. Jan. 17, 2023)
- Yates v. W. World Ins. Co., Civ. No. JKB-22-0976, 2022 WL 14758285, at *6 (D. Md. Oct. 25, 2022)
- Hartz v. Liberty Mut. Ins. Co., 269 F.3d 474, 476 (4th Cir.)
- Dern v. Liberty Mut. Ins. Co., Civ. No. GJH-15-1737, 2015 WL 8665329, at *3 (D. Md. Dec. 11, 2015)
- Smith v. CSRA, 12 F.4th 396, 412 (4th Cir.)
- Payne v. Taslimi, 998 F.3d 648, 660 (4th Cir.)
- Hencken v. Servpro of Carroll Cnty., No. 1104, Sept. term, 2022, 2024 WL 910327, at *11 (Md. App. Ct. Mar. 4, 2024)

INSTRUCTIONS FOR AN AI ASSISTANT