

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND
2017 JUL 17 AM 11:41
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JOWANDA LUCAS

v.

SAFECO INSURANCE COMPANY

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Civil No. – JFM-17-15

MEMORANDUM

Plaintiff has filed this action asserting a claim for “bad faith” failure to pay her property damage claim. Defendant has filed a motion to dismiss. Plaintiff is appearing *pro se* and has responded to the motion. The motion will be granted.¹

Maryland does not recognize a tort action for bad faith failure of an insured to pay an insurance claim. *See Johnson v. Kemper Ins. Co.*, 74 Md. App. 243, 248 (1988), *cert denied*, 383 Md. (1988). However, I am inclined to treat plaintiff’s *pro se* filing as a breach of contract action for failure to pay a claim. Even as such, however, the claim is premature since defendant has not declined to pay plaintiff for the loss of which she allegedly sustained. Thus, the claim is not ripe. Plaintiff should continue to negotiate with defendant before filing an action in court.

A separate order is being entered herewith granting defendant’s motion to dismiss.

Date: July 14, 2017

J. Frederick Motz
J/Frederick Motz
United States District Judge

¹ Also pending is an objection filed by plaintiff to removal of this action and a motion to extend time to request leave to amend plaintiff’s complaint. The case was properly removed, and the objection filed by plaintiff will be denied as moot. The motion for extension of time to amend the complaint is unnecessary and, in any event, would be futile.