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**BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF UTAH**

UTAH INSURANCE DEPARTMENT,

Complainant,

vs.

LANDCAR AGENCY
d/b/a TOTAL CARE AUTO
9350 South 150 East, Suite 990
Sandy, UT 84070
License # 102662

Respondent.

**STIPULATION
AND ORDER**

Docket No. 2016-040 PC
Enforcement Case No. 3754

Judge Gregory Soderberg
Administrative Law Judge

The Utah Insurance Department (“Department”), by and through its attorney, Perri Ann Babalis, Assistant Attorney General, and Landcar Agency d/b/a Total Care Auto (“Respondent”), a resident producer organization, hereby stipulate and agree as follows:

STIPULATION

1. Respondent, Landcar Agency d/b/a Total Care Auto, is a resident producer organization, holding license number 102662. Respondent's mailing address is 9350 South 150 East, suite 990, Sandy, Utah 84070.
2. The Department has jurisdiction over the parties and subject matter of this Stipulation.
3. Respondent acknowledges notice of agency action pursuant to Utah Code § 63G-4-201; acknowledges that this Stipulation and Order is an informal proceeding pursuant to Utah Code Section 63G-4-202; and irrevocably waives the right to any hearing, review or appeal concerning this matter.
4. Respondent is represented by legal counsel with regards to this Stipulation, or has waived the right to review this Stipulation with counsel.
5. This signed Stipulation, along with any Findings of Fact and Conclusions of Law, shall not be subject to any reconsideration, renegotiation, modification, hearing or agency review or appeal.
6. The Findings of Fact and Conclusions of Law presented below are accepted by the parties.
7. The issuance of the signed and adopted Order proposed below is solely for the purpose of disposing of the specific matter entitled herein.
8. The only promises, agreements and understandings that the parties have regarding

this matter are contained in this Stipulation.

9. Respondent enters into this Stipulation voluntarily, knowingly, and free from any coercion of any kind.

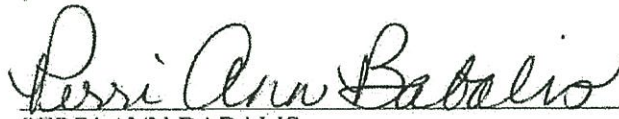
10. The person signing this Stipulation on behalf of the named party hereby affirms that he is authorized to sign and bind the party.

Dated this 15 day of April, 2016,



ROBERT ENGER on behalf of
LANDCAR AGENCY dba TOTAL CARE AUTO

Dated this 26 day of April, 2016.



PERRI ANN BABALIS
Utah Assistant Attorney General for the
Utah Insurance Department

Based upon the foregoing Stipulation and Department file, the Presiding Officer makes the following Findings of Fact:

FINDINGS OF FACT

1. On May 12, 2015, H.B. 24 (2015 General Session) went into effect and required Vehicle Protection Product Warranties (VPP) to be a regulated product by the Utah Insurance Department. H.B. 24 made significant changes to Utah Code Ann. §§ 31A-6a-103 and 104.

2. On September 30, 2015, 4 ½ months after H.B. 24 went into effect, Respondent

submitted its filing for VPP to the Department. The filing was denied on October 1, 2015, due to noncompliant language.

3. On October 1, 2015, Respondent met with the Department to resolve the issue and become compliant with Utah law.

4. From May 12, 2015 to October 1, 2015, Respondent was out of compliance with regards to over 15,000 etch/VTR contracts or VPP.

Based upon the foregoing Stipulation and Findings of Fact, the Presiding Officer enters the following Conclusions of Law:

CONCLUSIONS OF LAW

1. Utah Code Ann § 31A-6a-103 states that a vehicle protection product warranty may not be issued, sold or offered for sale unless the provider registers with the Department. Registration includes providing the Department with a copy of the vehicle protection product warranty 30 days prior to use.

2. Utah Code Ann § 31A-6a-104(2)(b) provides that a vehicle protection product warrant must include statements in substantially the following form:

“Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.”

3. Respondent violated the above referenced statutes when it failed to include proper disclosures in its contracts

4. The proposed administrative forfeiture is appropriate under the circumstances.

Based upon the foregoing Stipulation, Findings of Fact and Conclusions of Law, the Presiding Officer herewith enters the following Order:


ORDER

IT IS HEREBY ORDERED:

I. Respondent, Landcar Agency d/b/a Total Care Auto, is assessed a forfeiture in the amount of \$10,000.00. The forfeiture shall be paid to the Department within 30 days of the date of this Order.

DATED this 26th day of April, 2016.

TODD E. KISER
Insurance Commissioner



GREGORY SODERBERG
Administrative Law Judge
Utah Department of Insurance
State Office Building, Room 3110
Salt Lake City, UT 84114
Telephone (801) 530-6706

NOTIFICATION TO RESPONDENT

You are hereby notified that a failure to obey an Order of the Commissioner may subject you to further penalties, including forfeitures of up to \$5,000 per violation and the suspension or revocation of your license and the filing of an action in district court, which may impose forfeitures of up to \$10,000 per day for continued violation.

You are further notified that other jurisdictions in which you may be licensed may require that you report this action to them.