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

<p>UTAH INSURANCE DEPARTMENT, Complainant, v. LANDCAR AGENCY dba: TOTAL CARE AUTO 9350 SOUTH 150 EAST, STE 990 SANDY UT 84070 License #102662 Respondent.</p>	<p>STIPULATION AND ORDER</p> <p>Docket No. 2017-036 PC Enf. Case No. 3880 Lisa Watts Baskin, J.D. Administrative Law Judge</p>
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STIPULATION

The Utah Insurance Department ("Department"), by and through its legal counsel, and Landcar Agency dba: Total Care Auto ("Respondent"), by and through its authorized representative, hereby stipulate and agree as follows:

1. Respondent is currently a service contract provider, Company ID 2218, and Resident Producer Organization under License No. 102662.

2. The Department has jurisdiction over the parties and subject matter of this administrative action.

3. Respondent acknowledges notice of agency action pursuant to Utah Code § 63G-4-201; and irrevocably waives the right to any hearing, review or appeal concerning this matter.

4. This signed Stipulation and Order, along with the Findings of Fact and Conclusions of Law below, shall not be subject to any reconsideration, renegotiation, modification, hearing or agency review or appeal.

5. The Findings of Fact and Conclusions of Law presented below are accepted by the parties.

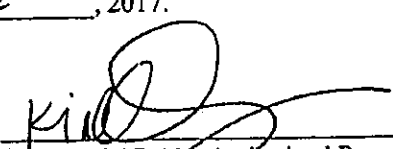
6. The issuance of the signed and adopted Order proposed below is solely for the purpose of disposing of the specific matter entitled herein.

7. The only promises, agreements and understandings that the parties have regarding this matter are contained in this Stipulation.


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

9. The person signing this Stipulation on behalf of the named parties hereby affirms that they are authorized to sign and bind the parties.

DATED this 13 day of June, 2017.


KIM CASADAY, Authorized Representative of
LANDCAR AGENCY dba: TOTAL CARE AUTO

DATED this 16th day of June, 2017.


GARY D. JOSEPHSON
Assistant Attorney General
UTAH DEPARTMENT OF INSURANCE

Based upon the foregoing Stipulation and Department file, the Administrative Law Judge makes the following findings of facts:

FINDINGS OF FACT

1. Based on a Department conducted investigation, it was found that, on September 30, 2015, Respondent filed with the Department a Vehicle Theft Registration Limited Warranty, which included Fully Managed Identity Theft Recovery Service. The Department subsequently requested that Respondent's filing be withdrawn on the basis that Identity Theft Recovery Service could not be sold or offered because it was not, by statute, a "Vehicle Protection Product." The filing was subsequently withdrawn; however, Respondent continued to include the Identity Theft Recovery Service with the sale of the Vehicle Protection Product.
2. The Department's investigation also found that seven individuals sold Guaranteed Asset Protection Waivers without being licensed as insurance producers and without being properly designated to act on Respondent's behalf.
3. The Department's investigation also found that Respondent used the unlicensed name of "Landcar Insurance Services," which is not a licensed entity.

4. The Department's investigation also found that Respondent advertised ID Theft Protection as a benefit on its website after receiving Department notification that it could not include the ID Theft Protection with the Vehicle Protection Product.

Based upon the foregoing Stipulation and Findings of Fact, the Administrative Law Judge enters the following Conclusions of Law:

CONCLUSIONS OF LAW

1. Respondent violated Utah Code § 31A-6a-103, when it continued to sell the Vehicle Protection Product with Identity Theft Protection.
2. Respondent violated Utah Code § 31A-23a-103(1)(c) when unlicensed producers sold Guaranteed Asset Protection Waivers on behalf of Respondent.
3. Respondents violated Utah Admin. Code § 31A-23a-302 when it failed to designate limited line producers to act on its behalf.
4. Respondent violated Utah Code § 31A-23a-110 when it used the unlicensed name of "Landcar Insurance Services."
5. Respondents violated Utah Admin. Rule R 590-130-6 when it advertised Identity Theft Protection as a benefit, coupled with Vehicle Protection Product, on its web site.

Based on the foregoing Stipulation, Findings of Facts and Conclusions of Law, the Administrative Law Judge enters the following Order in this matter:

ORDER

IT IS HEREBY ORDERED:

1. Respondent is assessed a forfeiture of \$229,000.00, which is to be paid within 30 days of the signing of this Order.
2. Respondent is also placed on a twelve-month probation, which will begin on the signing date of this Order.
3. The terms of the probation are that the forfeiture payment will be timely made to the Department and that there will be no further violations of the Utah Insurance Code, Department Rules or Orders of the Commissioner.

DATED this 16th day of June, 2017.

Jeane Mitchell for Judge Baskin

Lisa Watts Baskin, J.D. *06/16/17*
Administrative Law Judge
Utah Insurance Department

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.