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

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<p>UTAH INSURANCE DEPARTMENT,  Complainant,  v.  ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY 222 S. Mill Ave., Suite 601 Tempe AZ 85281-6480 License No. 29688  Respondent.</p>	<p style="text-align: center;"><b>STIPULATION AND ORDER</b></p> <p>Docket No. 2017-081 PC Enf. Case No. 3932  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 Allstate Fire and Casualty Insurance Company (“Respondent”), through its authorized representative, hereby stipulate and agree as follows:

1. Respondent insurance agency is an active property and casualty insurer authorized to conduct insurance business in the State of Utah under License No. 29688. Respondents’ business address is 222 S. Mill Avenue, Suite 601, Tempe, AZ 85281-6468.
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 Section 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 aware of its right to be represented by legal counsel in this matter, and has either sought the advice of legal counsel or has waived the right to do so.

5. This signed Stipulation and the signed Order, 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.

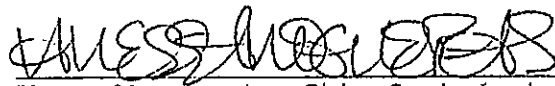
7. The issuance of the signed and adopted Order proposed below is solely for the purpose of disposing of the specific matter entitled herein.

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

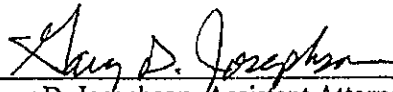
9. Respondent enters into this Stipulation voluntarily, knowingly, and free from any coercion of any kind.

10. The persons signing this Stipulation on behalf of the named parties hereby affirm that they are authorized to sign and bind the parties.

Dated this 14<sup>th</sup> day of September 2017

  
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Vanessa Nogueras, Auto Claims Service Leader  
ALLSTATE FIRE AND CASUALTY INSURANCE  
COMPANY

Dated this 14<sup>th</sup> day of September, 2017

  
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Gary D. Josephson, Assistant Attorney General  
UTAH INSURANCE DEPARTMENT

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

**FINDINGS OF FACT**

1. Based on a Utah consumer complaint received by the Department, an auto accident insurance claim investigation was conducted.
2. Based on a Department investigation, it was found that, on April 25, 2017, Complainant was involved in an auto accident. On May 5, 2017, Respondent notified both Complainant and its total loss claims adjuster that Respondent accepted liability for the auto accident.
3. The Respondent's total loss adjuster did not follow up with Complainant concerning the total loss settlement. On May 31, 2017, the Complainant telephoned Respondent to inquire about the claim settlement. Complainant was contacted the next day, but disagreed with Respondent's total loss claim settlement offer and was advised that he would need to speak with Respondent's actual claim handling adjuster.
4. On June 21, 2017, Respondent's claims adjuster instructed Complainant to email his information, which he did. Complainant was not contacted again until after his complaint was made to the Department on July 13, 2017.

5. On July 17, 2017, a claim settlement agreement was reached three months after the claim was reported and two and one-half months after Respondent accepted liability. The settlement included loss of use for delay in handling the claim

5. Further, it was found that, on April 28, 2017, Respondent sent Complainant a storage fee termination notice that took effect May 1, 2017; however, Complainant did not receive the termination notice until May 5, 2017, which did not afford Complainant reasonable time to make arrangements for moving his vehicle. After being contacted, Respondent agreed to move the subject vehicle and covered all storage fees

6. The Department and Respondent have agreed to an administrative forfeiture in the amount of \$4,000.00.

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

#### CONCLUSIONS OF LAW

1. Utah Code Section 31A-26-303(3) states that “failing to acknowledge and act promptly upon communications about claims under insurance policies” is an unfair claim settlement practice. Based on the above referenced facts, Respondent violated this insurance law.

2. Utah Administrative Code R590-190-10(3) provides that a claim payment is overdue if not paid within 30 days after the insurer is furnished with written proof of a covered loss and the amount of the loss. Based on the above referenced facts, Respondent violated this insurance law.

3. Utah Administrative Code R590-190-11(12) requires an insurer to provide reasonable written notice to a claimant prior to termination of payment for automobile storage charges, giving reasonable time for the claimant to remove the vehicle from storage prior to

payment termination. Based on the above referenced facts, Respondent violated this insurance law.

4. An Administrative forfeiture in the amount of \$4,000.00 is appropriate under the circumstances of this case.


Based on the foregoing Findings and Fact and Conclusions of Law, the Administrative Law Judge enters the following Order:

**ORDER**

1. Respondent is hereby ordered to pay an administrative forfeiture in the amount of \$4,000.00 to the Department within thirty days of the signing date of this Order.

DATED this 20<sup>th</sup> day of September, 2017.

TODD E. KISER  
Insurance Commissioner

  
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LISA WATTS BASKIN, J.D.  
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.