

GARY D. JOSEPHSON #5299
Assistant Attorney General
SEAN D. REYES #7969
Attorney General
Attorneys for Utah Ins. Dept.
PO Box 140874
Salt Lake City, UT 84114
Telephone: 801-366-0375
Email: gjosephson@agutah.gov

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

<p>UTAH INSURANCE DEPARTMENT, Complainant, v. ELITE WARRANTY/MARATHON ADMINISTRATIVE CO., INC. P.O. Box 961, O'Fallom IL 62269 Elite EIN: 56-2543445 Marathon EIN: 74-2962993 Respondents.</p>	<p>STIPULATION AND ORDER</p> <p>Docket No. 2017-092 PC Enf. Case No. 3942</p> <p>Lisa Watts Baskin, J.D. Administrative Law Judge</p>
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STIPULATION

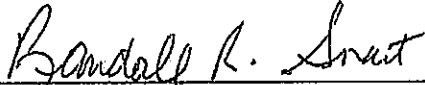
The Utah Insurance Department ("Department"), by and through its legal counsel, and Elite Warranty/Marathon Administrative Co., Inc. ("Respondents"), by and through their legal counsel, hereby stipulate and agree as follows:

1. Respondent Elite is an active insurer with the license type of GAP Waiver and Respondent Marathon is an active insurer with a license type of Service Contract Provider. Respondent's business address is PO Box 961, O'Fallom IL 62269. Elite's EIN No. is 56-2543445 and Marathon's EIN No. is 74-3962993.

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 represented by legal counsel in this matter.
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.


(Signatures Follow)

Dated this 20 day of OCTOBER, 2017



Randall Smart, Attorney at Law
ELITE WARRANTY/MARATHON ADMINISTRATIVE
CO., INC.

Dated this 24th day of October, 2017



Gary D. Josephson, Assistant Attorney General
UTAH INSURANCE DEPARTMENT

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

FINDINGS OF FACT

1. Based on a Department's investigation, it was found that, before registering to sell service contracts with the Department on June 16, 2017, Respondents had been selling service contracts as early as May 12, 2015.
2. It was also determined that Respondent had used unfiled forms in its service contract transactions with Utah consumers between May 12, 2015 and June 16, 2017.
3. After Respondents' registration with the Department on June 16, 2017, the Department notified Respondents on June 27, 2017 that they must cease using their service contract forms as they had not met the "30 days prior to use" requirement. Respondent sold 211 contracts to Utah consumers between June 27, 2017 and July 16, 2017 (i.e., 30-day requirement date).

4. In all, between May 12, 2015 and July 16, 2017, over 5,000 service contracts were sold to Utah consumers using unfiled forms.

5. The Department and Respondents have agreed to an administrative forfeiture in the amount of \$10,000.00.

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

CONCLUSIONS OF LAW

1. Utah Code Sections 31A-6a-103(2)(b) requires that to register, a service contract provider or warrantor shall submit to the Department the following: (i) an application for registration; (ii) a fee established in accordance with 31A-3-103; (iii) a copy of any service contract or vehicle protection product warranty that the service contract provider or warrantor offers in this state; and (iv) a copy of the service contract provider's or warrantor's reimbursement insurance policy.

2. Respondents violated the above referenced insurance statute when they failed to register and submit forms to the Department prior to selling service contracts to Utah consumers.

3. Utah Code Section 31A-6a-103(2)(c) requires that thirty (30) day run before the provider uses the forms filed with the Department. Respondents violated this insurance statute when they sold over 5,000 service contracts to Utah consumers prior to filing required forms with the Department and before the 30-day post filing time ran.

3. An Administrative forfeiture in the amount of \$10,000 is appropriate under the circumstances of this case.

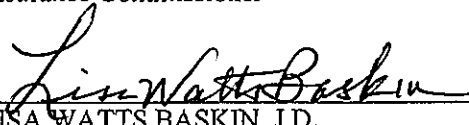
Based on the foregoing Findings and Fact and Conclusions of Law, the Administrative Law Judge enters the following Order:

ORDER

1. Respondents are hereby ordered to pay an administrative forfeiture in the amount of \$10,000.00 to the Department within thirty days of the signing date of this Order.

DATED this 26th day of October, 2017.

TODD E. KISER
Insurance Commissioner



LISA WATTS BASKIN, J.D.
Administrative Law Judge
Utah Insurance Department

NOTIFICATION TO RESPONDENTS

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.