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<p>UTAH INSURANCE DEPARTMENT,  Complainant,  vs.  SCOTT DIRK CHRISTENSEN 11075 S. State Street, Suite 8 B Sandy, UT 84070 License No. 30838  ALLIANCE GROUP, INC. (Same Address) License No. 320132  Respondents.</p>	<p><b>STIPULATION AND ORDER</b></p> <p>Docket No. 2017-099 LF Enforcement Case No. 3947</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 Scott Dirk Christensen and Alliance Group Inc. (“Respondents”), hereby stipulate and agree as follows:

1. Respondent Scott Dirk Christensen is currently an active Resident Producer Individual, and holds license number 30838, in the State of Utah located at 11075 South State Street, Suite 8 B, Sandy, Utah 84070. Respondent Alliance Group, Inc. is currently an active

Resident Producer Organization agency, license No. 320132, in the State of Utah located at the same address.

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

3. Respondents acknowledge notice of agency action pursuant to Utah Code § 63G-4-202; 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 14<sup>th</sup> day of November, 2017.

  
SCOTT DIRK CHRISTENSEN, Principle  
ALLIANCE GROUP, INC.

DATED this 17<sup>th</sup> day of November, 2017.

  
GARY D. JOSEPHSON  
Assistant Attorney General  
UTAH DEPARTMENT OF INSURANCE

**FINDINGS OF FACT**

Based upon the foregoing Stipulation and Department file, the presiding officer makes the following findings of facts:

1. Based on a Department investigation, it was found that, in December 2012, a consumer purchased a Flexible-Premium Universal Life Insurance Policy from Respondents.
2. In 2013, because the consumer/insured was unable to make the required life insurance policy payments, Respondent offered, and the insured consumer agreed, that he, the insurance agent, would make the \$2,000 periodic payments by sending the insured checks to deposit in her personal bank account, which would allow her to then send her own personal checks as payments to the insurer, Ohio National Life Assurance Corporation, for her life insurance policy premium payments.

3. During the period of June 30, 2014 through September 14, 2016, Respondent insurance agent paid the premiums for the insured's life insurance policy in the total amount of \$20,000.

4. In February 2016, Respondent insurance agent attempted to transfer ownership of the insured's Ohio National Life Insurance policy to his Respondent Alliance Group, identifying the new policy owner's relationship to the insured as "Creditor."

5. Respondent's request to change ownership of the life insurance policy from the insured to Respondent insurance company was rejected by the insurer, Ohio National Life Insurance, on the basis that such change would violate the life insurance company's "business practice guide for agents" because the proposed owner would be a company that was controlled by the agent."

6. Subsequently, in September 2016, Respondent insurance agent then attempted to have the insured sign documentation guaranteeing him as the beneficiary of the insured's life insurance policy. The insured was informed by a financial advisor that "there needs to be an insurable interest for the Respondent to become the beneficiary of her life insurance contract."

7. On August 21, 2017, as part of the investigation, the Department requested certain information from the Respondent insurance agent, which he refused to provide the Department.

## CONCLUSIONS OF LAW

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

1. Respondents violated Utah Code § 31A-31-103(1)(a) where Respondent insurance agent identified his insurance agency as a creditor of the insured's insurance policy; therefore, intentionally provided false insurance policy information.
2. Respondents violated Utah Code §. 31A-21-104 where Respondent insurance agent had no insurable interest concerning the life of the insured and Respondent attempted to have the insured sign documents guaranteeing him as the beneficiary of the life insurance policy.
3. Respondent violated Utah Code §§ 31A-23a-402; 31A-23a-402.5; 31A-23a-107; and 31A-23a-302 on ten separate occasions when he, as the insurance agent, provided funds to the insured to make premium payments to the life insurance company.
4. Respondent violated Utah Code §§ 31A-21-104, insurable interest and consent; § 31A-23a-107, Character Requirements; and § 31A-1-103, Fraudulent Insurance Act, on two separate occasions when he, as the insurance agent, (1) tried to transfer ownership of the insured's life insurance policy to his Respondent insurance agency; and (2) when he tried to name himself as beneficiary of the insured's life insurance policy.
5. Respondent violated Utah Code § 31A-2-202, Reports and Replies, when he, as a licensed insurance agent, refused to provide the Department with requested, important investigation information.

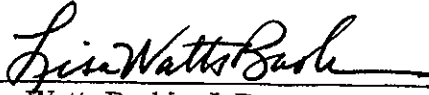
Based on the foregoing Findings of Fact and Conclusions of Law, the Administrative Law Judge makes the following Order:

**ORDER**

1. Respondents are hereby assessed a forfeiture penalty of \$2,500 to be paid to the Department within thirty days.
2. Respondents are hereby immediately placed on a two-year probation during which Respondents shall not violate any Utah insurance statutes, rules or Commissioner's orders.

Dated this 17<sup>th</sup> day of November, 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.