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

<p>UTAH INSURANCE DEPARTMENT, Complainant, v. REAL HOME WARRANTY LLC, Respondent.</p>	<p>STIPULATION AND ORDER</p> <p>Docket No. 2018-004 PC</p> <p>Enf. Case No. 3957</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 Real Home Warranty LLC (“Respondent”), by and through its authorized representative, hereby stipulate and agree as follows:

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

3. 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.

4. 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.

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

Dated this 25th day of January, 2018

/s/ Matt Peterson

Matt Peterson
REAL HOME WARRANTY LLC

Dated this 25th day of January, 2018

/s/ Helen A. Frohlich

Helen A. Frohlich, 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. Respondent is an active insurer with the license type of home warranty. Respondent's business address is 579 Heritage Park Blvd, Ste 201, Layton, UT 84041-5651. Respondent's EIN is 46-1199505.
2. On October 12, 2017, based on a complaint received by the Department, an investigation concerning Respondent was undertaken.
3. Respondent sells home warranty contracts to realtors and escrow officers. The realtors and escrow officers in turn provide these home warranty contracts to their customers when the customer purchases a home.
4. Respondent first filed its forms with the Department on March 13, 2013. Respondent revised its forms on April 24, 2017 and immediately began using the new contract. Respondent did not submit the new contract to the Department until October 20, 2017.
5. Respondent sold 150 warranty contracts between April 24, 2017 and October 18, 2017.
6. The warranties sold between April 24, 2017 and October 18, 2017 totaled \$103,326.92.
7. As noted in paragraph 4, Respondent failed to file its new forms with the Department until October 20, 2017. The SERFF tracking number was issued on December 21, 2017, at which time the forms were deemed "filed for use."
8. Prior to that date, the Respondent had been using unfiled forms, contrary to law.
9. The Department and Respondent have agreed to an administrative forfeiture in the amount of \$5,000.00.

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 Section 31A-6a-103 provides that any warranty or service contract may not be sold, issued, or offered for sale without first being filed with the Department at least 30 days prior to first use. This also applies to any modification to any previously filed contracts or forms.

2. Respondent violated this provision when it sold 150 contracts which had not been filed with and approved for use by the Department.


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 \$5,000.00 to the Department within thirty days of the signing date of this Order.

DATED this 26th day of January, 2018.

TODD E. KISER
Insurance Commissioner



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.