

- **Motion by Randy to approve changes to R592-1. Seconded by Alison. Motion passes 3-0.**
- R592-5: Title Insurance Product or Service Approval for a Dual Licensed Title Licensee
 - Changes to the first two sections clean up language regarding authority, purpose, and scope.
 - In the Definitions section, "dual licensee" is defined, but part (b) is an addition that is not defined. Randy says he made a note of that being already defined, and made a suggested language change. The issue for him is that it says "additional terms are defined" and then the first thing is what was just defined. It's redundant. Perri suggests saying "'Dual licensed title licensee', as defined in 31A-2-402, does not mean..."
 - There are other small language changes, a shift of one statement to gender neutral, and removing the phrase "but not limited to" which the Office of Administrative Rules does not like. Chase says he remembers "but are not limited to" as being contested language when the rule was originally made. He feels like there were other types of license that were considered, but that didn't make the list. Does removing the language allow the UID to properly enforce against anyone considered a dual licensee in any industry other than these. Perri says because the language says "examples include", the word "include" means "include but not limited to." It's just removing excess language.
 - Perri is removing the Penalties section throughout the rules because if you violate the Insurance Code, you're subject to the penalties in the Code, so it's redundant.
 - **Motion by Alison to approve changes to R592-5 as amended. Seconded by Randy. Motion passes 3-0.**
- R592-6: Unfair Inducements and Marketing Practices in Obtaining Title Insurance Business
 - This rule was recently updated, so there are very few changes.
 - The changes pare down the authority section, make the language consistent regarding the purpose, scope, and definitions.
 - Randy asks in R592-6-3(4)(a), if a client has to do (i) "and" (ii), or should it be "or"? Chase and Alison agree that it should be "or". They are two separate functions, and industry practice does not require a client to do both.
 - Randy asks in R592-6-3(8) if "title insurer" should be "title insurance producer" in this case. He notes that in other lines of insurance, "producers" are the people selling the insurance, versus the insurer, which issues the policy. Alison says direct operations of the insurer could be included as producers. Randy says that makes sense, and asks if they insurers need a producer license to sell insurance, or if it's included in their insurer license. Adam says an insurer can conduct business through their insurer license. Alison says it sounds like "title insurer" should stay. Chase agrees. An insurer is a producer the same way an agency is a producer.
 - Most of the changes in R592-6-4 fix problems where "Section" or "Subsection" were incorrect.
 - R592-6-4(15) changes the term "all kinds" to "any kind".
 - Reed says the first sentence of R592-6-4 has a reference to 31A-2-402.5, which does not apply to title insurance. Steve says this has already been rectified with a nonsubstantive change — 31A-2-402.5 does not appear in the currently effective language.
 - **Motion by Alison to approve changes to R592-6 as amended. Seconded by Randy. Motion passes 3-0.**

Executive Session (None)

- **Adjourn** (3:43 PM)
 - **Motion by Randy to adjourn. Seconded by Alison. Motion passes 3-0.**
- **Next Meeting: July 12, 2021** — Bonneville Room, Taylorsville State Office Building

2021 Meeting Schedule

Jan 11	Feb 8	Mar 8	Apr 19	May 10	Jun 14
Jul 12	Aug 9	Sept 13	Oct 18	Nov 8	Dec 20

* bold dates denote quarterly required in-person meetings