

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE THE INDIANA
COMMISSIONER OF INSURANCE

CAUSE NUMBER: 11521-AG12-0912-106

IN THE MATTER OF:

Chase Carmen Hunter
4 Peace Pipe Lane
Fredericksburg, VA 22401

License No.: 448483

Type of Agency Action: Enforcement

Respondent.

FILED

OCT 07 2013

STATE OF INDIANA
DEPT. OF INSURANCE

FINAL ORDER

On July 22, 2013, the Administrative Law Judge, filed her Findings of Fact, Conclusions of Law and Recommended Order in the above-captioned matter.

1. The Department served Findings of Fact, Conclusions of law, and Recommended Order and Notice of Filing Recommended Order on Respondent by mailing to her address.

2. The Department has complied with the notice requirements of Ind. Code §4-21.5-3-17.

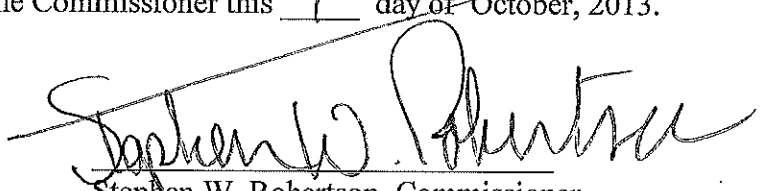
3. Neither party has filed an objection with the Commissioner regarding the Administrative Law Judge's Recommended Order, and more than eighteen (18) days have elapsed.

Therefore, the Commissioner of Insurance, being fully advised, now hereby adopts in full the Administrative Law Judge's Findings of Fact, Conclusions of Law, and Recommended Order and issues the following Final Order:

IT IS THEREFORE ORDERED by the Commissioner of Insurance:

1. Respondent's non-resident producer license is permanently revoked.
2. Respondent pay Ms Webster restitution in the amount of one hundred dollars (\$100.00) within ninety days (90).
3. Respondent cease and desist operating www.dangerousdoginsurance.com.
4. Respondent is to remove all language indicating the sale of dangerous dog insurance or animal liability insurance from www.chaseagency.com.
5. Respondent is to pay a fine in the amount of five hundred dollars (\$500.00) within ninety days (90).

ALL OF WHICH IS ORDERED by the Commissioner this 7th day of October, 2013.


Stephen W. Robertson, Commissioner
Indiana Department of Insurance

Copies to:

Michael Mullen
Indiana Department of Insurance
311 W. Washington St., Suite 103
Indianapolis, IN 46204

Chase Carmen Hunter
4 Peace Pipe Lane
Fredericksburg, VA 22401

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NOV 01 2012

STATE OF INDIANA
DEPT. OF INSURANCE

STATEMENT OF CHARGES

The Enforcement Division of the Indiana Department of Insurance ("Department"), pursuant to Ind. Code 4-21.5-1 *et seq.* and Ind. Code 27-1-15.6 *et seq.*, files its Statement of Charges against Chase Carmen Hunter ("Respondent"), as follows:

FACTS

1. Respondent is a licensed non-resident producer holding license number 448483, with qualifications for Life, Accident & Health and Property & Casualty. Respondent's license was issued by the Department on January 9, 2004.
2. Respondent owns "Chase Financial Services," and she advertises its services through various websites¹ including DangerousDogsInsurance.com.
3. Margaret Garrity-Webster ("Webster") is a resident of St. Joseph County, Indiana.
4. Webster owns two dogs that the Humane Society of St. Joseph County ("Humane Society") considers to have "pit bull characteristics." As such, local law requires Webster to provide the

¹ www.dangerousdoginsurance.com; www.dangerousdogsinsurance.com; www.chaseagency.com; www.dangerousdogliability.com; www.insurepitbulls.com; www.insurancepitbull.com; www.dangerouspetinsurance.com; www.thedogtime.com; www.viciousdoginsurance.com; www.707706dogs.com; www.viciousdogliabilityinsurance.com; www.viciouscanineinsurance.com;

Humane Society evidence of at least three-hundred thousand dollars (\$300,000) in liability insurance for her dogs.

5. On or about August 7, 2012, Webster searched the internet for “an inexpensive policy” and discovered DangerousDogsInsurance.com.
6. To apply for a policy, Webster was linked to ChaseAgency.com. Webster completed an online application by inputting her personal information and making a premium payment by using her debit card.
7. After completing the application, Webster received an automatically generated confirmation letter which contained the following heading: “PRINT THIS PAGE AND GIVE IT TO THE DOG WARDEN OR LANDLORD.” The letter stated in part as follows:

Margaret ... has/have applied for liability insurance[.] ... The estimated premium payment information has been submitted. If the applicant's credit card is approved ... he/she should receive proof of insurance within about 1 business day. ... Some common reasons for being declined are use of profanity [and] calling our office more than [sic] 28 times in one day[.] ... The deductible will be \$0 or \$500, depending on the nature of a future claim, if there is a claim in the future.

8. On or about August 8, 2012, Respondent used Webster's personal and debit card information to apply online for a *renter's policy* issued by Homesite Insurance Company (“Homesite”) through Homesite's website. In other words, Respondent completed and submitted the Homesite application as if she was Webster. No agent was assigned to the policy.
9. On August 9, 2012, Homesite issued Webster a general liability, renter's policy. The policy was not limited to coverage for Webster's dogs, nor did it contain a “dangerous dogs” endorsement.

10. On or about August 9, 2012, Respondent provided Webster notice of proof of insurance coverage (“Notice”). The Notice contained the following heading: “DOG WARDEN, JUDGE, OR LANDLORD COPY / CHASE FINANCIAL SERVICES / Chase Carmen Hunter Insurance.”
11. The Notice also contained the scope of coverage, term, policy number, liability limit, and stated that the “insurance company is Homesite Insurance Co.” Respondent signed the Notice as the writing agent. The Notice’s footer contains “www.DangerousDogsInsurance.com” and Respondent’s contact information.
12. Webster believed that she applied for policy through Respondent’s insurance business that would only cover her two dogs.
13. Neither Respondent nor her website notified Webster that Respondent would procure a renter’s policy for Webster – without her authorization or consent – by using the information Webster submitted through ChaseAgency.com.
14. Despite selling Webster a Homesite policy, and holding herself out as a Homesite agent, Respondent is not nor has she ever been appointed by Homesite as a producer.
15. Further, at no time did Webster have verbal or written contact with Homesite during the application process.
16. In addition to the cost of premium, Respondent charged Webster a “insurance agent brokerage fee” in the amount of one-hundred dollars (\$100.00).
17. On or about August 9, 2012, Webster submitted the Notice and confirmation document to the Humane Society.
18. On or about August 15, 2012, the Department received a complaint from Humane Society Officer M. DeCook.

19. DeCook questioned the validity of the documents because they did not “look like” documents typically received for evidence of liability insurance.

20. On September 19, 2012, Homesite cancelled Webster’s renter’s policy because she has “dangerous dogs that cannot be covered by [Homesite].”

21. Webster contacted Respondent regarding the cancelled policy. However, Webster received no response from Respondent nor did she receive a refund.

COUNT I

22. Averments 1 through 21 are incorporated fully herein by reference.

23. Respondent acted as an agent for an insurer with which Respondent was not an appointed producer in violation of Ind. Code § 27-1-15.6-14. Respondent’s actions as alleged herein are cause for disciplinary action pursuant to Ind. Code § 27-1-15.6-12(b)(2).

COUNT II

24. Averments 1 through 23 are incorporated fully herein by reference.

25. Respondent solicited a renter’s policy as a pet insurance policy which is cause for disciplinary action pursuant to Ind. Code § 27-1-15.6-12(b)(5).

COUNT III

26. Averments 1 through 25 are incorporated fully herein by reference.

27. Respondent charged an Indiana consumer one hundred and 00/100 dollars (\$100.00) for a broker fee. As such, Respondent’s actions violated Ind. Code § 27-1-15.6-24.1 and are cause for disciplinary action pursuant to Ind. Code §27-1-15.6-12(b)(2).

COUNT IV

28. Averments 1 through 27 are incorporated fully herein by reference.

29. Respondent improperly used Webster's personal and debit card information to purchase insurance coverage through Homesite's website. As such, Respondent's actions are cause for disciplinary action pursuant to Ind. Code § 27-1-15.6-12(b)(4).

COUNT V

30. Averments 1 through 29 are incorporated fully herein by reference.

31. When Respondent applied for the Homesite policy, she did so as if she were Webster. As such, Respondent's actions are cause for disciplinary action pursuant to Ind. Code § 27-1-15.6-12(b)(10).

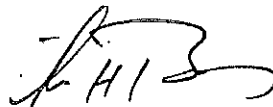
COUNT VI

32. Averments 1 through 31 are incorporated fully herein by reference.

33. Respondent's conduct constitutes fraudulent or dishonest practices in the conduct of business and is cause for disciplinary action pursuant to Ind. Code § 27-1-15.6-12(b)(8).

WHEREFORE, the Department, by counsel, Adam H. Berry, requests that the Commissioner set this matter for a hearing, and/or permanently revoke Respondent's license, order that Respondent pay a civil penalty to the Department and pay restitution to Margaret Garrity-Webster, and for all other necessary and appropriate relief.

Respectfully submitted,




Adam H. Berry, #28215-49
Attorney, Enforcement Division

Indiana Department of Insurance
311 West Washington Street, Suite 103
Indianapolis, IN 46204-2787
Phone: (317) 234-8279
Facsimile: (317) 232-5251

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing has been served upon the following Respondent by
United States first class mail, postage prepaid, this 31st day of October, 2012.

Chase Carmen Hunter
4 Peace Pipe Ln.
Fredericksburg, VA 22401



Adam H. Berry

STATE OF INDIANA)
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BEFORE THE INDIANA
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Respondent.

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JUN 19 2013

STATE OF INDIANA
DEPT. OF INSURANCE

**PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW
AND RECOMMENDED ORDER**

The Enforcement Division of the Indiana Department of Insurance (the "Department"), by counsel, Michael F. Mullen, having participated in the matter of Respondent Chase Carmen Hunter ("Respondent"), which came to be heard on April 16, 2013, at approximately 10:00 A.M. and April 23, 2013 at approximately 10:15 A.M., at the Indiana Department of Insurance, 311 West Washington Street, Indianapolis, Indiana 46202, now submits Proposed Findings of Fact, Conclusions of Law and Recommended Order, pursuant to Ind. Code § 4-21.5-3-17, as follows:

FINDINGS OF FACT

1. Respondent, a nonresident insurance producer, has held insurance producer license number 448483 since January 9, 2004 ("Respondent's license"). (Exhibit 1 at p. 1). Respondent's license is scheduled to expire on January 21, 2014. (Ex. 1 at p. 1).
2. Respondent resides at 4 Peace Pipe Lane, Fredericksburg, Virginia 22401. (Id.)
3. Respondent owns, maintains and operates the following websites:
<http://www.dangerousdoginsurance.com> and <http://www.chaseagency.com>. (Exhibit 3 at p. 2; Exhibit 5 at p. 3; Exhibit 9; Exhibit 14 at p. 2; Tr. at p. 112)

4. Respondent was properly notified of the abovementioned hearing date, time, and issues to be heard. (Exhibit 19; Amended Statement of Charges of March 14, 2013; Prehearing Order of March 17, 2013; Amended Prehearing Order of March 28, 2013; and Respondent's Suggestion and Demand to End Sham Administrative Action; Transcript at pp. 85—93.).
5. Ronda Ankney testified as a witness for the Department. (Tr. at p. 94). Mrs. Ankney has been employed as an investigator for the Department for approximately fifteen (15) years. (Tr. at p. 94)
6. In her capacity as an investigator for the Department, Mrs. Ankney investigated Respondent's conduct in the business of insurance. (Tr. at p. 94).

Conduct in Indiana

7. A St. Joseph County ordinance requires owners of an American pit bull/terrier/attack dog, or any other dangerous animal, to obtain a license before harboring, possessing or keeping said animal. (Exhibit 4 at p. 1).
8. In order to obtain such a license, the applicant must show proof of insurance coverage for not less than Three Hundred Thousand Dollars and No/100 (\$300,000.00). (Exhibit 4 at p. 1).
9. Margaret Webster¹, a resident of St. Joseph County, was required to obtain such a license. (Exhibit 3 at p. 2; Tr at p. 112).
10. On August 10, 2012, an employee of the Humane Society of St. Joseph County (the "Humane Society") contacted the Department to discuss documents proffered as proof of insurance coverage required by the abovementioned ordinance. (Exhibit 2; Exhibit 5; Tr. at p. 127).

¹Throughout this filing, Mrs. Webster is interchangeably referred to as Ms. Garrity or Mrs. Webster-Garrity, as she married and changed her name during these proceedings. (Exhibit 3 at p. 2).

11. According to an August 29, 2012, letter addressed to Mrs. Webster, the Humane Society was concerned about the legitimacy of a policy obtained through Respondent's website. (Exhibit 2 at p. 1). Attached to the letter, was a questionnaire the Department requested be completed by Mrs. Webster. (Exhibit 2).
12. On September 10, 2012, Mrs. Webster provided, via facsimile, handwritten responses to the Department's questionnaire. (Exhibit 3; Tr at pp. 111-112.).
13. In that response, Mrs. Webster stated that while conducting an internet search for affordable insurance coverage required by the St. Joseph County ordinance, she came across Respondent's website, <http://www.dangerousdoginsurance.com>. (Exhibit 3 at p. 2).
14. As of April 11, 2013, Respondent's website, <http://www.dangerousdoginsurance.com>, contained the following statements:
- a. "Dangerous Dog Insurance® Starting at \$138 Per Year" (Exhibit 9 at p. 1);
 - b. "Guaranteed To Meet All State, City, County, and Municipal Requirements." (Exhibit 9 at p. 1).
15. Respondent's website, <http://www.dangerousdoginsurance.com>, links to another website maintained by Respondent, <http://www.chaseagency.com>. (Exhibit 9).
16. As of April 11, 2013, Respondent's website, <http://www.chaseagency.com/AnimalLiability.asp>, contained the following statements:
- a. "Animal Liability Insurance Dangerous Dog Insurance® From \$138 Per Year" (Exhibit 9 at p. 2);
 - b. "This is not health insurance for pets[;] this insurance defends you if your pet hurts someone else[.]" (Exhibit 9 at p. 2);

- c. "All policies are issued for 12 months and there are no refunds once you submit your application and payment[.]" (Exhibit 9 at p. 2);
- d. "Coverage Can Be Bound Immediately Upon Receipt Of Your Complete Application and Estimated Premium[.]" (Exhibit 9 at p. 3);
- e. "This Insurance Is Not Like Car Insurance...All Pets, Regardless of Type and History, Start At \$138. Also We Have Never Had An Animal Declined For Coverage." (Exhibit 9 at p. 3).

17. As of April 11, 2013, Respondent's website, <http://www.chaseagency.com/animalFAQ.asp>, contained the following statements:

- a. "My dog has been deemed "dangerous" by my local animal control and I am now required to have this liability insurance. Will this insurance meet the requirements? Yes. This has never been a problem. We review all state requirements regularly." (Exhibit 9 at p. 7).
- b. "We are an independent insurance agency. We offer this insurance through many different companies." (Exhibit 9 at p. 8).

18. Mrs. Webster applied for coverage through Respondent's website. (Exhibit 3 at p. 2).

19. A few days after submitting her application, Mrs. Webster called Respondent. (Exhibit 3 at p. 2). Mrs. Webster supplied Respondent her debit card information and was charged One Hundred Fifty One Dollars and 90/100 (\$151.90). (Exhibit 3 at p. 2). Respondent received One Hundred Dollars and no/100 (\$100.00) as a "broker fee" while the remaining Fifty One Dollars and 90/100 (\$51.90) was collected by an insurer as premium payment. (Exhibit 3 at p. 2; Exhibit 6 at p. 1; Tr. at p. 117—118).

20. According to Mrs. Webster, during that phone call, Respondent assured her that the policy she purchased had “an additional liability clause that covered [her] puppies.” (Exhibit 3 at p. 2).
21. However, Mrs. Webster did not, in fact, receive the promised coverage. (Exhibits 8 and 9). Interestingly, Respondent testified that “there is no such thing” as a pet liability policy or dangerous dog policy. (Tr. at pp. 299-300).
22. According to Mrs. Webster’s faxed responses, she did not receive a copy of the policy. (Exhibit 3 at p. 2).
23. Mrs. Ankney testified that the Humane Society received documents from Respondent which purported to serve as proof Mrs. Webster obtained insurance coverage required to hold a dangerous dog license in St. Joseph County. (Exhibit 5; Tr. at p. 127—130).
- a. Those documents identify “Chase Hunter, Licensed Insurance Agent” as having “assisted Margaret Garrity with procuring personal liability insurance for bodily injury and property damage resulting from owned canine(s).” (Exhibit 5 at p. 3). The document further states: “The Policy Number is 31999497. The policy term is 12 months and the liability limit is \$300,000. The insurance company is Homesite Insurance Co.” (Exhibit 5 at p. 3).
24. Mrs. Ankney testified that she spoke with an employee of Homesite Insurance Company of the Midwest (“Homesite”) employee name regarding policy number 31999497. (Exhibit 6; Tr. at pp. 143, 146—149).
25. Homesite policy number 31999497 is a policy for renters insurance (the “Policy”). (Exhibit 8). “Magaret [sic] Garrity” is the listed insured of the Policy. (Exhibit 8).

26. According to an email conversation between Mrs. Ankney and a Homesite employee, the Policy application was received through a direct-to-consumer website. (Exhibit 6 at p. 2). Meaning, no agent is associated with the sale of the Policy and Homesite paid no commissions for its issuance. (Exhibit 6 at p. 2).
27. The Policy application was submitted online, from IP address 72.209.213.84. (Exhibit 6 at p. 1). That IP address is located in Fredericksburg, VA—Respondent’s resident city. (Exhibits 1 and 7).
28. As of August 22, 2012, Respondent had never been an appointed agent with Homesite. (Exhibit 6 at p. 2).
29. On August 17, 2012, Homesite mailed Mrs. Webster a Notice of Cancellation, Nonrenewal or Declination of Insurance (Indiana) for the Policy (“Notice of Cancellation”) which informed her that the Policy would be cancelled effective September 14, 2012. (Exhibit 8).
30. The Notice of Cancellation identified two (2) reasons for cancellation “**underwriting action: the risk includes a dangerous breed dog – pitbull** and the applicant does not have a qualifying insurance score.” (Exhibit 8, emphasis added).
31. Mrs. Webster called Respondent to discuss the cancellation but did not receive a callback. (Exhibit 3 at p. 2).
32. Mrs. Webster was not refunded the One Hundred Dollars and no/100 (\$100.00) collected by Respondent. (Exhibit 3 at p. 2).
33. Respondent did not have any contact with Homesite until receiving the Notice of Cancellation. (Exhibit 3 at p. 2).

Administrative Actions in Indiana and Other States

34. As of April 11, 2013, Respondent's website, <http://www.chaseagency.com/sampleanimal.asp>, contained the following statement: "We have no consumer complaints and no disciplinary actions against us since 1993." (Exhibit 9 at p. 11).

35. Respondent has, in fact, been named in both consumer complaints and disciplinary actions. (Exhibits 9, 11, and 13).

- a. On December 6, 2011, the Texas Department of Insurance (the "TDOI"), through Staff Attorney Whitney A. Ellis, notified Respondent that a hearing had been set to determine whether disciplinary action should be taken against her license. (Exhibit 10). In said notice, the TDOI listed twelve (12) violations of Texas insurance law as cause for disciplinary action. (Exhibit 10 at pp. 6-7). The TDOI notice also stated that on October 16, 2009, a complaint was filed against Respondent and that this complaint was emailed to Respondent on October 29, 2009. (Exhibit 10 at p. 4).
- b. On August 2, 2012, the Florida Department of Financial Services, through Attorney David J. Busch, filed an Administrative Complaint against Respondent seeking disciplinary action against her insurance license. (Exhibit 13). The Administrative Complaint identifies three (3) consumers Respondent charged for animal liability policies, but the consumers never received the benefits of those policies. (Exhibit 13 at pp. 2—12).
- c. On November 9, 2012, the Florida Department of Financial Services filed an Emergency Order of Suspension, which immediately suspended all insurance licenses

held by Respondent in the State of Florida. (Exhibit 11). On December 9, 2012, Respondent appealed the suspension of her Florida licenses. (Exhibit 12).

- d. In August 2012, a complaint was filed against Respondent in Indiana, which evolved into this matter. (Exhibit 2 at p. 1; Exhibit 5; Tr. at p. 127, 129).

Florida Court Orders

36. On March 14, 2011, the Circuit Court of the Fifth Judicial Circuit in and for Orange County, Florida ("Florida Fifth Circuit") filed a Final Judgment for Permanent Injunctive relief under Case No.: 09-CA-37513 ("Permanent Injunction"). (Exhibit 14). Among other things, the Permanent Injunction permanently enjoined and restrained Respondent from using a specific competitor's name to solicit insurance business. (Exhibit 14 at p. 3). The Permanent Injunction also directed Respondent to remove from all her websites, "any internet marketing any reference to Plaintiff, its officers and directors." (Exhibit 14 at p. 3).
37. On April 12, 2011, the Florida Fifth Circuit filed a Final Summary Judgment under Case No.: 09-CA-37513. (Exhibit 15). The Final Summary Judgment ordered Respondent to pay the abovementioned competitor a total sum of Nine Million Four Hundred Thirty Two Thousand One Hundred Twenty Five Dollars and No/100 (\$9,432,125.00). (Exhibit 15 at p. 2).
38. On August 29, 2012, the Florida Fifth Circuit filed an Order of Civil Contempt ("Civil Contempt Order") under Case No.: 09-CA-37513. (Exhibit 16). The Civil Contempt Order states, in pertinent part: "[i]n direct violation of this permanent injunction, [Respondent] established yet another website: "www.JusticeForChase.com" for the purpose of defaming [her competitor] and competing against [her competitor] for similar insurance purposes." (Exhibit 16 at p. 3). The Civil Contempt Order further states: "[Respondent has] full knowledge of the import of the prohibitive injunction [yet has] continued to violate the

injunction and appears to be calculated to cause harm...” (Exhibit 16 at p. 4). The Civil Contempt Order, among other things, prohibits Respondent from selling insurance in the State of Florida. (Exhibit 16 at pp. 4—5).

39. On September 28, 2012, the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (“Florida Ninth Circuit”) filed a Criminal Contempt Order under Case No.: 2009-CA-37513-O. (Exhibit 17). The Criminal Contempt Order states that Respondent “is hereby adjudged in indirect criminal contempt of Court for her wilful [sic] and contemptuous violation of the Final Judgment of Injunction, dated March 13, 2011.” (Exhibit 17 at p. 2). The Criminal Contempt order further states that “the conduct of [Respondent] was and is wilful [sic], and is in direct and intentional disobedience of the Orders of this Court.” (Exhibit 17 at p. 2). Additionally, the Criminal Contempt Order assessed Respondent a fine in the amount of Eighty-Three Thousand Five Hundred Dollars and no/100 (\$83,500.00). (Exhibit 17 a p. 3).

40. On December 20, 2012, the Florida Ninth Circuit filed a Capias Order under Case No.: 2009-CA-37513-O. (Exhibit 18). The Capias Order provides that “all and singular the law enforcement officers of Florida, Virginia, and the United States are commanded to take into custody and attach the body of [Respondent]...and to confine her in the Orange County Jail and forthwith bring her before this Court...to show cause why she should not be imprisoned, fined or otherwise punished for her failure to appear before this court on August 29, 2012 and her repeated violations [of] the Final Judgment of Injunction.” (Exhibit 18 at p. 2).

CONCLUSIONS OF LAW

41. The Commissioner has jurisdiction over both the subject matter and the parties to this action.
42. The hearing was held in compliance with the Indiana Administrative Orders and Procedures

Act, codified at Ind. Code § 4-21.5 *et seq.*.

43. Ind. Code § 27-4-1-3 states that no person shall engage in any trade practice which is defined in this chapter as an unfair method of competition or as an unfair or deceptive act or practice in the business of insurance.
44. Ind. Code § 27-4-1-4(a)(1)(A) defines an unfair method of competition and unfair and deceptive act and practice in the business of insurance as the making, issuing, circulating, or causing to be made, issued or circulated, any statement misrepresenting the terms of any policy issued or to be issued or the benefits or advantages promised thereby.
45. The Department has met its burden of proof by showing, by a preponderance of the evidence, that Respondent has engaged in conduct defined as an unfair method of competition and unfair and deceptive act and practice by Ind. Code § 27-4-1-4(a)(1)(A); and thus, she has violated Ind. Code § 27-4-1-3. Specifically, the sum of the statements made on the websites operated by Respondent and her conversations with Mrs. Webster misrepresented the terms of a Homesite renter's insurance policy as being compliant with a St. Joseph County Ordinance when, in fact, that was not the case.
46. Respondent's conduct is cause for disciplinary action in accordance with Ind. Code § 27-1-15.6-12(b)(2)(A).
47. Ind. Code § 27-4-1-4(a)(1)(D) defines an unfair method of competition and unfair and deceptive act and practice in the business of insurance as the making, issuing, circulating, or causing to be made, issued or circulated, any statement using any name or title of any policy or class of policies misrepresenting the true nature thereof.
48. The Department has met its burden of proof by showing, by a preponderance of the evidence, that Respondent has engaged in conduct defined as an unfair method of competition and

unfair and deceptive act and practice by Ind. Code § 27-4-1-4(a)(1)(D); and thus, has violated Ind. Code §27-4-1-3. Specifically, Respondent, through her websites, misrepresented a renter's insurance policy as a dangerous dog and/or animal liability policy.

49. Respondent's conduct is cause for disciplinary action in accordance with Ind. Code § 27-1-15.6-12(b)(2)(A).

50. Ind. Code § 27-4-1-4(a)(2) defines as an unfair method of competition and unfair and deceptive act and practice in the business of insurance as the making, issuing, circulating, or placing before the public, or causing, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in any way, a statement containing any assertion, representation or statement with respect to any person in the conduct of the person's insurance business, which is untrue, deceptive or misleading.

51. The Department has met its burden of proof by showing, by a preponderance of the evidence, that Respondent has engaged in conduct defined as an unfair method of competition and unfair and deceptive act and practice by Ind. Code § 27-4-1-4(a)(2); and thus, has violated Ind. Code §27-4-1-3. Specifically, Respondent's website contains untrue statements that she has had no consumer complaints and no disciplinary actions since 1993, when, in fact, Respondent has been named in complaints and had disciplinary action taken against her since 1993.

52. Respondent's conduct is cause for disciplinary action in accordance with Ind. Code § 27-1-15.6-12(b)(2)(A).

53. Ind. Code § 27-1-15.6-14 states that an insurance producer shall not act as an agent of an insurer unless the insurance producer becomes an appointed producer of the insurer.

54. The Department has met its burden of proof by showing, by a preponderance of the evidence,

that Respondent acted as an agent of Homesite when she was not an appointed producer of Homesite.

55. Respondent's conduct is in violation of Ind. Code § 27-1-15.6-14 and, thus, is cause for disciplinary action in accordance with Ind. Code § 27-1-15.6-12(b)(2)(A).

56. Pursuant to Ind. Code § 27-1-15.6-12(b)(5), the Commissioner may take disciplinary action against an insurance producer for intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance.

57. The Department has met its burden of proof by showing, by a preponderance of the evidence, that Respondent intentionally misrepresented the terms of a Homesite renter's insurance policy as a means of complying with a St. Joseph County ordinance, when, in fact, that was not the case. Thus, the Commissioner may take disciplinary action against Respondent.

58. Ind. Code § 27-1-15.6-24.1 permits a licensed insurance producer to charge a reasonable fee for personal lines property and casualty insurance or services related to personal lines property and casualty insurance.

59. The Department has met its burden of proof by showing, by a preponderance of the evidence, that Respondent has violated Ind. Code § 27-1-15.6-24.1 and, thus, is subject to disciplinary action under Ind. Code § 27-1-15.6-12(b)(2)(A). Respondent was not appointed with Homesite, thus, she was not permitted to issue policies on its behalf. Therefore, any fee a consumer is charged for a direct-to-consumer application is unreasonable. The One Hundred Dollar and no/100 (\$100.00) "broker fee" Respondent collected for the services rendered in obtaining Mrs. Webster's policy was unreasonable and in violation of Indiana insurance law.

60. Pursuant to Ind. Code § 27-1-15.6-12(b)(4), the Commissioner may take disciplinary action against an insurance producer for improperly withholding, misappropriating, or converting

any monies or properties received in the course of doing business.

61. The Department has met its burden of proof by showing, by a preponderance of the evidence, that Respondent has violated Ind. Code § 27-1-15.6-12(b)(4) and, thus, is subject to disciplinary action. Specifically, Respondent used the credit card information of Mrs. Webster to pay premiums for a policy issued by an insurer for which she was not appointed and collected a fee in the amount of One Hundred Dollars and no/100 (\$100.00).
62. Ind. Code § 27-4-1-4(a)(2) defines as an unfair method of competition and unfair and deceptive act and practice in the business of insurance as the making, issuing, circulating, or placing before the public, or causing, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in any way, a statement containing any assertion, representation or statement with respect to any person in the conduct of the person's insurance business, which is untrue, deceptive or misleading.
63. The Department has met its burden of proof by showing, by a preponderance of the evidence, that Respondent has engaged in conduct defined as an unfair method of competition and unfair and deceptive act and practice by Ind. Code § 27-4-1-4(a)(2); and thus, has violated Ind. Code § 27-4-1-3. Specifically, a Florida Court determined that Respondent established a website, contrary to court order, for the purpose of defaming a competitor and competing against that competitor for similar insurance purposes.
64. Respondent's conduct is cause for disciplinary action in accordance with Ind. Code § 27-1-15.6-12(b)(2)(A).
65. Pursuant to Ind. Code § 27-1-15.6-12(b)(8), the Commissioner may take disciplinary action against an insurance producer for using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct

of business in Indiana or elsewhere.

66. The Department has met its burden of proof by showing, by a preponderance of the evidence that Respondent has violated Ind. Code § 27-1-15.6-12(b)(8) and, thus, is subject to disciplinary action. Specifically, Respondent engaged in coercive and dishonest practices by establishing websites, for the purpose of defaming a competitor's company and its officers' characters and reputations.
67. The Department has also met its burden of proof by showing, by a preponderance of the evidence, that Respondent has a separate and additional violation of Ind. Code § 27-1-15.6-12(b)(8) and, thus, is subject to a separate and additional disciplinary action. Specifically, Respondent demonstrated incompetence, untrustworthiness or financial irresponsibility for having failed to curb her business practices, as directed by Florida Circuit courts, or otherwise comply with Florida court orders.
68. Pursuant to Ind. Code § 27-1-15.6-12(b)(9), the Commissioner may take disciplinary action against an insurance producer for having an insurance producer license, or its equivalent, denied, suspended, or revoked in any other state, province, district or territory.
69. The Department has met its burden of proof by showing, by a preponderance of the evidence that Respondent has violated Ind. Code § 27-1-15.6-12(b)(9) and, thus, is subject to disciplinary action. Specifically, Respondent had her insurance producer license, or its equivalent, suspended in the State of Florida.
70. Pursuant to Ind. Code § 4-21.5-3-14(c), a person asserting an affirmative defense specified by law has the burden of persuasion and the burden going forward with the proof of the affirmative defense. Respondent has failed to satisfy her burden as to any affirmative defenses.

71. Ind. Code 27-1-15.6-12(b) permits the Commissioner to reprimand, levy a civil penalty, permanently revoke an insurance producer's license, or take any combination of those actions for a number of causes.
72. Ind. Code § 27-1-15.6-12(f) states, in pertinent part, that in addition to or in lieu of any applicable revocation of a license under subsection (b), a person may, after a hearing, be subject to the imposition by the Commissioner under subject (b) of a civil penalty of not less than Fifty Dollars and no/100 (\$50.00) and not more than Ten Thousand Dollars and no/100 (\$10,000.00).
73. Ind. Code § 27-1-15.6-12(m)(1) permits the Commissioner to order a licensee to make restitution if the Commissioner finds that the licensee has committed a violation described in subsection (b)(4), among others.
74. Ind. Code § 27-1-15.6-12(k) states that the Commissioner has the authority to enforce the provisions of and impose any penalty or remedy authorized by any provision of this title.
75. Ind. Code § 27-4-1-6(a) states that if the Commissioner determines that a person has engaged in an unfair method of competition and deceptive act or practice, he shall reduce his findings to writing and shall issue and cause to be served on the person charged with the violation an order requiring such person to cease and desist from such method of competition, act or practice. In addition to said cease and desist order, the Commissioner may, pursuant to Ind. Code § 27-4-1-6(a)(1), order a civil penalty of not more than twenty-five thousand dollars and no/100 (\$25,000.00) for each act or violation.
76. Findings of Fact that can be adopted as Conclusions of Law are hereby incorporated herein as such.

RECOMMENDED ORDER

With the Findings of Fact and the Conclusions of Law as stated, Administrative Law Judge Holly A. Williams now recommends to the Commissioner the following:

1. Respondent's license be permanently revoked;
2. Respondent be ordered to pay Mrs. Margaret Webster restitution in the sum of One Hundred Dollars and no/100 (\$100.00) plus 3% interest, per annum, within ninety (90) days of the executed Final Order;
3. Respondent be required to cease and desist operating <http://www.dangerousdoginsurance.com>;
4. Respondent be required to remove all language relating to the sale of dangerous dog or animal liability insurance from <http://www.chaseagency.com>; and
5. Respondent be required to pay a fine in the amount of Ten Thousand Dollars and no/100 (\$10,000.00) within ninety (90) days of the executed Final Order.


ALL OF WHICH IS ADOPTED by the Administrative Law Judge and recommended to the Commissioner this _____ day of _____ 2013.

Holly A. Williams
Administrative Law Judge

CERTIFICATE OF SERVICE

This is to certify that a copy of the Proposed Findings of Fact, Conclusions of Law and Recommended Order has been served upon Respondent, via e-mail, in the above-captioned proceeding this 20th day of June 2013.

Chase Carmen Hunter
4 Peace Pipe Ln.
Fredericksburg, VA 22401
ChaseH@ChaseAgency.com

A handwritten signature in black ink, appearing to read "M. F. Mullen", written over a horizontal line.

Michael F. Mullen
Attorney No. 30395-49

Indiana Department of Insurance
Enforcement Division
311 West Washington Street, Suite 103
Indianapolis, IN 46204-2787
317/232-2422 - telephone
317/232-5251 – facsimile