

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)
 IN THE MATTER OF:)
)
 TCB Transportation Insurance, Inc.)
 6331 Constitution Drive)
 Fort Wayne, IN 46804)
)
 Respondent.)
)
 Type of Agency Action: Enforcement)
)
 Producer's License: 497215)

BEFORE THE INDIANA
 COMMISSIONER OF INSURANCE
 CAUSE NO.: 17270-AG19-0226-030

FILED
 AUG 01 2019
 STATE OF INDIANA
 DEPT. OF INSURANCE

FINAL ORDER

The Enforcement Division of the Indiana Department of Insurance (“Department”), by counsel, Erica J. Dobbs, and TCB Transportation Inc. (“Respondent”), a licensed resident insurance producer organization, signed an Agreed Entry which purports to resolve all issues involved in the above-captioned cause number, and which has been submitted to the Commissioner of the Indiana Department of Insurance (“Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, which imposes a one thousand dollar (\$1,000) civil penalty against Respondent, requires Respondent to refund three hundred fifty-six dollars (\$356) to a consumer, and requires restitution to the consumer in the amount of nineteen thousand four hundred thirty dollars and twenty-four cents (\$19,430.24) for failing to secure coverage for the consumer after allowing said coverage to be negotiated and bound by an unlicensed employee, finds it has been entered into fairly and without fraud, duress or undue influence, and is fair and equitable between the parties. The Commissioner hereby incorporates the Agreed Entry, attached, as if fully set forth herein, and approves and adopts in full the Agreed Entry as resolution of this matter.

IT IS THEREFORE ORDERED by the Commissioner as follows:

1. Respondent shall pay a civil penalty of one thousand dollars (\$1,000) to the Department within thirty (30) days after the date of this Final Order.
2. Respondent shall refund Complainant three hundred fifty-six dollars (\$356) within thirty (30) days after the date of this Final Order and provide proof to the Department of the same.
3. Restitution totaling nineteen thousand four hundred thirty dollars and twenty-four cents (\$19,430.24) shall be paid by Respondent and/or Respondent's Errors and Omissions carrier to Complainant, in ten (10) monthly installments of no less than six hundred seventy dollars and eleven cents (\$670.11) per month, with the first payment due within thirty (30) days after the date of this Final Order and each subsequent payment due by the 15th day of each month, and Respondent shall provide proof to the Department of the same.

8-1-2019

Date Signed



Stephen W. Robertson, Commissioner
Indiana Department of Insurance

Distribution:

TCB Transportation Insurance, Inc.
ATTN: Dwayne A Goad
6331 Constitution Drive
Fort Wayne, IN 46804

Erica J. Dobbs, Attorney
ATTN: Taylor Peycha, Investigator
Indiana Department of Insurance
311 West Washington Street, Suite 103
Indianapolis, Indiana 46204-2787

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BEFORE THE INDIANA
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CAUSE NO.: 17270-AG19-0226-030

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AUG 01 2019

STATE OF INDIANA
DEPT. OF INSURANCE

AGREED ENTRY

This Agreed Entry is executed by and between the Enforcement Division of the Indiana Department of Insurance ("Department"), by counsel, Erica J Dobbs, and TCB Transportation Insurance Inc. ("Respondent"), to resolve all issues in the above-captioned cause number. This Agreed Entry is subject to the review and approval of Stephen W. Robertson, Commissioner of the Indiana Department of Insurance ("Commissioner").

WHEREAS, Respondent is a licensed resident insurance producer organization, holding license number 497215 since July 25, 2006;

WHEREAS, on or about May 21, 2018, the Department received a complaint from a consumer ("Complainant") that Respondent had failed to secure non-trucking liability coverage for him;

WHEREAS, Complainant believed he had coverage effective as of April 4, 2018, when his completed application and premium down payment was accepted by an employee of Respondent;

WHEREAS, the Department's investigation revealed that an employee of Respondent, who is not a licensed insurance producer, negotiated and sold the policy to Complainant;

WHEREAS, the unlicensed employee admits that he failed to properly submit Complainant's application and down payment to the carrier;

WHEREAS, Complainant was involved in an accident on April 30, 2018, while driving what he believed to be a covered vehicle, resulting in a nineteen thousand four hundred thirty dollar and twenty-four cent (\$19430.24) loss;

WHEREAS, Complainant's claim discovered when he contacted Respondent and found that coverage had not been bound for his truck;

WHEREAS, Respondent's conduct is a violation of Indiana Code § 27-1-15.6-12(b)(12), which states, in part, that the Commissioner may levy a civil penalty against an insurance producer for knowingly accepting insurance business from an individual who is not licensed;

WHEREAS, Respondent's conduct is a violation of Indiana Code § 27-1-15.6-12(b)(8), which states, in part, that the Commissioner may levy a civil penalty 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;

WHEREAS, Dwayne A. Goad, Designated Responsible Licensed Producer for TCB Transportation Insurance Inc., is authorized to act on behalf of Respondent and obligate it to perform in accordance with this agreement; and

WHEREAS, the Department and Respondent (collectively, the "Parties") desire to resolve this matter without the necessity of a hearing.

IT IS, THEREFORE, NOW AGREED by and between the Parties as follows:

1. The Commissioner has jurisdiction over the subject matter and the Parties to this Agreed Entry.

2. In order to avoid formal litigation in this matter, Respondent has determined that it is in their best interests to enter into this Agreed Entry. As such, Respondent acknowledges that they execute this Agreed Entry with full realization of its contents and effects.
3. This Agreed Entry is executed knowingly, voluntarily, and freely by the Parties. The Parties agree that the terms of this Agreed Entry constitute final resolution of this matter.
4. Respondent knowingly, voluntarily and freely waives the right to a public hearing on this matter, including the right to appear in person before the Commissioner, present evidence, cross-examine witnesses, and present arguments.
5. Respondent knowingly, voluntarily and freely waives the right to judicial review of this matter or otherwise appeal or challenge the validity of this Agreed Entry.
6. Respondent knowingly, voluntarily, and freely waives, releases, and forever discharges all claims or challenges, known or unknown, against the Department, its Commissioner, employees, agents, and representatives, in their individual and official capacities, that arise out of or are related to the Agreed Entry or Final Order, including but not limited to any act or omission as part of the underlying audit, investigation, negotiation, or approval process.
7. Respondent shall pay a civil penalty of one thousand dollars (\$1,000) to the Department within thirty (30) days after the Commissioner executes the Final Order adopting this Agreed Entry.
8. Respondent shall refund Complainant three hundred fifty-six dollars (\$356) within thirty (30) days after the Commissioner executes the Final Order adopting this Agreed Entry, and provide proof to the Department of the same.

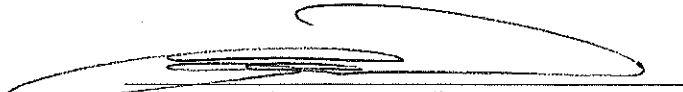
9. Respondent shall pay restitution totaling nineteen thousand four hundred thirty dollars and twenty-four cents (\$19,430.24) to Complainant as a result of the damage to Complainant's truck. The restitution shall be paid as follows:
 - A. Respondent's errors and omissions insurance carrier, Certain Underwriters at Lloyd's of London, has indicated that it will pay twelve thousand seven hundred twenty-nine dollars and fourteen cents (\$12,729.14) as its share of the uninsured loss sustained by Complainant due to damage to Complainant's truck.
 - B. If Certain Underwriters at Lloyd's does not pay any portion of this amount, Respondent shall become responsible for the remainder.
 - C. Respondent shall pay six thousand, seven hundred one dollars and eleven cents (\$6701.10), plus any additional portion not covered by Certain Underwriters at Lloyd's of London, in ten (10) equal monthly payments of at least six hundred seventy dollars and eleven cents (\$670.11).
 - D. Respondent's first installment payment will be due thirty (30) days after the date the Commissioner executes the Final Order adopting this Agreed Entry, and each additional payment shall be made no later than the 15th day of the month for each month thereafter.
 - E. Respondent shall provide proof to the Department of each payment made within seven (7) days of making the payment.
10. Respondent has carefully read and examined this Agreed Entry and fully understands its terms.
11. Respondent has had the opportunity to have this Agreed Entry reviewed by legal counsel of their choosing, at their own expense, and is aware of the benefits gained and obligations

incurred by the execution of this Agreed Entry. Respondent understands and agrees that the Department cannot give them legal advice.

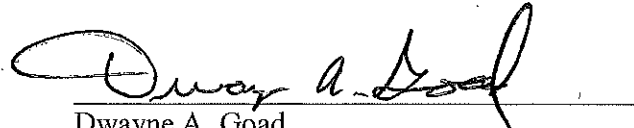
12. Respondent has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.
13. This Agreed Entry constitutes the entire agreement between the Parties, and no other promises or agreements, express or implied, have been made by the Department or by any employee, director, agent or other representative thereof to induce Respondent to enter this Agreed Entry.
14. The Department agrees to accept Respondent's compliance with the terms of this Agreed Entry as full satisfaction of this matter, and warrants and represents that so long as Respondent complies with the terms of this Agreed Entry, the Department will not bring any further action against Respondent based on the facts that gave rise to this Agreed Entry.
15. In the event the Department finds there has been a breach of any of the provisions of this Agreed Entry, the Department may reopen this matter and pursue alternative action pursuant to Indiana Code § 27-1-15.6-12.
16. Respondent waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
17. Respondent acknowledges that this Agreed Entry may be admitted into evidence in any judicial or administrative proceeding against Respondent to enforce the terms and conditions contained herein.

18. Respondent understands that this Agreed Entry resolves only the matter pending with the Department and does not affect any criminal prosecution or civil litigation that may be pending or hereinafter commence against Respondent.
19. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Respondent.
20. It is expressly understood that this Agreed Entry is subject to the Commissioner's acceptance and has no force or effect until such acceptance is evidenced by the entry of a Final Order by the Commissioner.
21. Should this Agreed Entry not be accepted by the Commissioner, it is agreed that presentation to, and consideration of this Agreed Entry by the Commissioner, shall not unfairly or illegally prejudice the Commissioner or Respondent from further participation in or resolution of these proceedings.
22. If this Agreed Entry is accepted by the Commissioner, it will become part of Respondent's permanent record and may be considered in future actions brought by the Department or any other regulator against Respondent. It is further understood that, if accepted by the Commissioner, this Agreed Entry and resulting Final Order are public records pursuant to Indiana Code § 4-21.5-3-32 that may not be sealed or otherwise withheld from the public, and may be reported to the National Association of Insurance Commissioners and published on the Department's website as required.
23. Respondent acknowledges that this is an Administrative Action they may be required to report to other jurisdictions in which they are licensed and on future licensing applications.

7/24/19
Date Signed


Erica J Dobbs, Attorney #30588-49
Indiana Department of Insurance

7-16-2019
Date Signed


Dwayne A. Goad
Designated Responsible Licensed Producer
TCB Transportation Insurance Inc.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me a Notary Public for Allen County, State of Indiana, personally appeared Dwayne A. Goad, Designated Responsible Licensed Producer, on behalf of TCB Transportation Insurance Inc., and being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

Signed and sealed this 16 day of July, 2019.

Diane M. King
Signature

Diane M. King
Printed

My Commission expires: 6-24-2024 #684599

County of Residence: Allen