

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)
 IN THE MATTER OF:)
)
 Netco, Inc.)
 215 Chesterfield Business Pkwy, Ste. B,)
 Chesterfield, MO 63005)
)
 Respondent.)
)
 Type of Agency Action: Enforcement)
)
 License Number: 291411N)

BEFORE THE INDIANA
 COMMISSIONER OF INSURANCE
 CAUSE NO.: 17918-AG19-0617-080

FILED
FEB 28 2020
 STATE OF INDIANA
 DEPT. OF INSURANCE

FINAL ORDER


The Indiana Department of Insurance (“Department”), by its counsel Victoria Hastings, and Netco, Inc. (“Respondent”), a nonresident title insurance producer organization licensed to do business in Indiana, 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 Insurance (the “Commissioner”) for approval.

The Commissioner, after reviewing the Agreed Entry, which requires Respondent to pay restitution to overcharged consumers in a total amount of four thousand one hundred forty four dollars (\$4,144.00), and levies a nine thousand three hundred ninety eight dollar (\$9,398.00) civil penalty for failing to input real estate transactions into the RREAL IN database within the statutorily required time period, and for overcharging premium on title insurance policies, 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 as if fully set forth herein, and approves and adopts in full the Agreed Entry as a resolution of this matter.

IT IS THEREFORE ORDERED by the Commissioner:

1. Respondent shall pay a civil penalty in the amount of nine thousand three hundred ninety eight dollars (\$9,398.00) to the Department within thirty (30) days of the date of this Final Order.
2. Respondent shall refund the eighty seven (87) affected consumers for the correct amount per consumer, which shall total to an amount of four thousand one hundred forty four dollars (\$4,144.00). This refund reflects the aggregate overcharge premiums of three thousand seven hundred forty one dollars (\$3,741.00) and eight percent (8%) compounded interest in the amount of four hundred three dollars (\$403.00).
3. Respondent shall send the refund checks to the eighty seven (87) affected consumers within thirty (30) days of the date of this Final Order. Respondent shall send a letter to each affected consumer along with a refund check.
4. Respondent shall provide a copy of the letter and check sent to each consumer to the Department within thirty (30) days after the Commissioner signs this Final Order.

2-28-2020
Date Signed


Stephen W. Robertson, Commissioner
Indiana Department of Insurance

Distribution:

Netco, Inc.
215 Chesterfield Business Parkway, Suite B,
Chesterfield, MO 63005

Victoria Hastings, Attorney
ATTN: Mark Faust, Senior Insurance
Examiner
Indiana Department of Insurance
311 W. Washington St., Suite 103
Indianapolis, IN 46204

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FEB 28 2020

STATE OF INDIANA
DEPT. OF INSURANCE

AGREED ENTRY

This Agreed Entry is executed by the Indiana Department of Insurance (“Department”), by counsel, Victoria Hastings, and Netco, Inc. (“Respondent”), a nonresident title insurance producer organization licensed to do business in Indiana, to resolve all issues in the above captioned matter. This Agreed Entry is subject to the review and approval of Stephen W. Robertson, Commissioner, Indiana Department of Insurance (“Commissioner”).

WHEREAS, Respondent is a nonresident title insurance agency holding license number 291411N since November 2, 1998;

WHEREAS, Indiana Code § 27-1-15.6-12(b)(2)(A) states, in part, that the Commissioner may levy a civil penalty against an insurance producer for violating an insurance law;

WHEREAS, Indiana Code § 6-1.1-12-43(e)(1) is an insurance law, that requires title insurance producers to enter real estate transactions into the Residential Real Estate Acquisition of Licensee Information and Numbers Database (“RREAL IN Database”) as soon as possible after the closing, and within the time prescribed by the Department;

WHEREAS, the Department has interpreted this to be twenty (20) business days, pursuant to Indiana Code § 27-7-3-15.5(e);

WHEREAS, Respondent failed to enter fifty one (51) real estate transactions into the RREAL IN Database within the required time period;

WHEREAS, Indiana Code § 27-4-1-4(a)(7)(C) is an insurance law which states, in part, that it is an unfair and deceptive business practice to make or permit excessive or inadequate charges for premiums, policy fees, assessments, or rates, or making or permitting any unfair discrimination between persons of the same class involving essentially the same hazards in the amount of premiums, policy fees, assessments, or rates charged or made for policies or contracts of any kind of insurance;

WHEREAS, Respondent overcharged premium fees on eighty seven (87) title insurance policies;

WHEREAS, Pat Dignam, General Counsel of Netco, 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 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 send refund checks to the eighty seven (87) affected consumers, for a total amount of four thousand one hundred forty four dollars (\$4,144.00), which reflects the aggregate overcharged premiums of three thousand seven hundred forty one dollars (\$3,741.00) and the eight percent

(8%) compounded interest in the amount of four hundred and three dollars (\$403.00).

8. Respondent shall send the refund checks to each of the eighty seven (87) affected consumers within thirty (30) days after the Commissioner signs the Final Order adopting this Agreed Entry.
9. Respondent shall provide a letter to each affected consumer along with a refund check.
10. Respondent shall provide a copy of the letter and check sent to each affected consumer to the Department within thirty (30) days after the Commissioner signs the Final Order adopting this Agreed Entry.
11. Respondent shall pay a civil penalty in the amount of nine thousand three hundred ninety eight dollars (\$9,398.00) to the Department within thirty days (30) after the Commissioner signs the Final Order approving this Agreed Entry.
12. Respondent has carefully read and examined this Agreed Entry and fully understands its terms.
13. 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.

14. Respondent has entered into this Agreed Entry knowingly, voluntarily, and freely, and has not been subject to duress, coercion, threat, or undue influence.
15. 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.
16. 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.
17. 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.
18. Respondent waives any applicable statute of limitations for purposes of any enforcement of the terms and conditions of this Agreed Entry.
19. 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.
20. 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.

21. This Agreed Entry does not in any way affect the Department's authority in future audits, investigations, examinations, negotiations, or other complaints involving Respondent.

22. 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.

23. 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.

24. 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.

25. Respondent acknowledges that this is an Administrative Action that they may be required to report to other jurisdictions in which they are licensed and on future licensing applications.

2/24/2020

Date Signed



Victoria Hastings, Attorney #34052-29
Indiana Department of Insurance

2.20.20

Date Signed

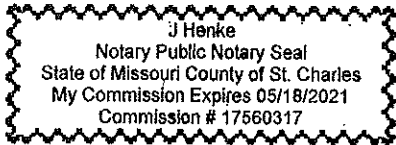


Pat Dignam, General Counsel
Netco, Inc., Respondent

STATE OF MISSOURI)
) SS:
COUNTY OF St. Louis)

Before me a Notary Public for St. Louis County, State of Missouri,
personally appeared Pat Dignam, on behalf of Netco, 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 20th day of February, 2020.



J Henke
Signature
J. Henke
Printed

My Commission expires: 5-18-2021

County of Residence: St. Louis