

No. 2021-6751

**Official Order
of the
Texas Commissioner of Insurance**

Date: 03/26/2021

Subject Considered: Premier Claims, L.L.C. Kyle Lewis Maring
[REDACTED]
Omaha, Nebraska 68114-4302

Consent Order
TDI Enforcement File Nos. 24651 & 24652

General remarks and official action taken:

This is a consent order with Premier Claims, L.L.C. (Premier Claims) and Kyle Lewis Maring (Maring). The department alleges that Premier Claims and Maring misrepresented their public insurance adjuster contract and Premier Claims was not licensed for approximately one year. Premier Claims and Maring deny the department's allegations. This order requires Premier Claims and Maring to pay a \$13,000.00 administrative penalty and restitution to the consumers impacted.

Waiver

Premier Claims and Maring acknowledge that the Texas Insurance Code and other applicable law provide certain rights. Premier Claims and Maring waive all of these rights, and any other applicable procedural rights, in consideration of the entry of this consent order. Pursuant to TEX. INS. CODE § 82.055(b), Premier Claims and Maring agree to this consent order with the express reservation that they do not admit to a violation of the Texas Insurance Code or of a rule and that the existence of a violation is in dispute.

Findings of Fact

Licensure

1. Maring, individual identification number 1365424, holds a public insurance adjuster license, originally issued by the Texas Department of Insurance on June 5, 2015.
2. Premier Claims, firm identification number 139565, holds a public insurance adjuster license, originally issued by the department on March 28, 2018.

Contract Language Discrepancy

3. On April 28, 2020, the department received a complaint alleging that Premier Claims was misrepresenting its public insurance adjuster contract to consumers.
4. The department maintains that Premier Claims utilized the standard FIN535 contract form provided by the department, but the contract contained additional language not included in the standard FIN535 contract.
5. The additional language included in the contract was the following: "Per Texas Law total fee shall not exceed (10%) ten percent of the replacement cost value total gross amount of the claim of the amount collected, adjusted, or otherwise received . . ." The FIN535 does not contain the phrase "replacement cost value."
6. The department maintains that the addition of this language resulted in Premier Claims receiving approximately \$20,000.00 in excessive commissions for more than 80 consumers.
7. Premier Claims and Maring promptly modified the contract and identified the consumers impacted prior to the department's involvement.
8. Premier Claims and Maring initiated payment of restitution to each insured that received a modified contract prior to completion of the department's investigation of the above referenced complaint.

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Unlicensed Activity

9. During the investigation into the above referenced complaint, the department maintains that it discovered that Premier Claims had been operating without a license in violation of TEX. INS. CODE § 4102.051.
10. The department maintains that Premier Claims operated without a license in the State of Texas for approximately one year but Maring was individually licensed during this time.

Conclusions of Law

1. The commissioner has jurisdiction over this matter pursuant to TEX. INS. CODE §§ 82.051–82.055, 84.021–84.044, 101.051, 101.102, 4005.101, 4005.102, 4102.051 and 4102.054; and TEX. GOV'T CODE §§ 2001.051-2001.178.
2. The commissioner has the authority to informally dispose of this matter as set forth in TEX. GOV'T CODE § 2001.056; TEX. INS. CODE §§ 36.104 and 82.055; and 28 TEX. ADMIN. CODE § 1.47.
3. Premier Claims and Maring have knowingly and voluntarily waived all procedural rights to which they may have been entitled regarding the entry of this order, including, but not limited to, issuance and service of notice of intention to institute disciplinary action, notice of hearing, a public hearing, a proposal for decision, rehearing by the commissioner, and judicial review.
4. Premier Claims and Maring deny the legal violations stated in this order.
5. Premier Claims and Maring willfully violated an insurance law of this state, in violation of TEX. INS. CODE § 4005.101(b)(1), as contemplated by TEX. INS. CODE § 4005.102.
6. Premier Claims and Maring engaged in fraudulent and dishonest acts or practices in violation of TEX. INS. CODE § 4005.101(b)(5).
7. Premier Claims violated TEX. INS. CODE § 4102.051 by operating as a public insurance adjuster without a license.

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8. Premier Claims and Maring violated TEX. INS. CODE § 4102.103 by using a contract that was not approved by the commissioner.
9. Premier Claims and Maring received commissions in excess of that allowed in violation of TEX. INS. CODE § 4102.104.
10. Premier Claims and Maring violated 28 TEX. ADMIN. CODE § 19.713(b)(1) by modifying the terms of the standard contract provided by the department.

Order

It is ordered that Premier Claims, L.L.C. and Kyle Lewis Maring pay an administrative penalty of \$13,000.00 within 30 days from the date of this order. The administrative penalty must be paid by cashier's check or money order made payable to the "State of Texas" and transmitted to the Texas Department of Insurance, Attn: Enforcement, Division 60851, MC 9999, P.O. Box 149104, Austin, Texas 78714-9104.

It is further ordered that Premier Claims, L.L.C. and Kyle Lewis Maring must make restitution to each insured that received a modified contract and comply with the following:

- a. Premier Claims and Maring must complete payment of restitution, to the extent that they have not already done so, with interest in the form of a company check or account credit to each insured who was overcharged and received a modified contract. The restitution check must include the amount overcharged plus simple interest on that overcharge. The rate of interest is five percent per annum.
- b. To the extent that they have not already done so, Premier Claims and Maring must mail the restitution checks to the insureds on or before 30 days from the date the order is signed.
- c. Any restitution checks that are returned to Premier Claims and Maring with an address correction must be promptly resent to the correct address. Funds from any restitution checks that are returned thereafter for incorrect addresses and from checks that are not negotiated must be reported and delivered to the comptroller pursuant to the procedures and deadlines set for in TEX. PROP. CODE §§ 72.001 *et. seq.*, 73.001 *et. seq.*, and 74.001 *et. seq.*

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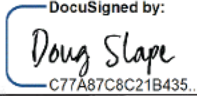
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- d. On or before 60 days from the date the order is signed, Premier Claims and Maring must report all restitution paid by submitting a complete and sortable electronic spreadsheet to TDI. The spreadsheet must contain the following information:
- i. policy number,
 - ii. policyholder name,
 - iii. policyholder address,
 - iv. effective date of the policy,
 - v. expiration date of the policy,
 - vi. amount overcharged,
 - vii. dollar amount of simple interest,
 - viii. total of amount overcharged plus interest,
 - ix. date(s) of mailing of restitution check,
 - x. the total sum of all overcharges,
 - xi. the total sum of all simple interest, and
 - xii. the total sum of all restitution paid (total overcharges plus the total of the simple interest).
- e. Premier Claims and Maring must send all submissions required under the term of this order by email to: EnforcementReports@tdi.texas.gov.

Commissioner of Insurance

By:  C77A87C8C21B435...

Doug Slape
Chief Deputy Commissioner
TEX. GOV'T CODE § 601.002
Commissioner's Order No. 2018-5528

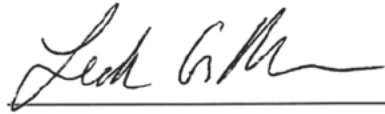
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Recommended and reviewed by:



Leah Gillum, Deputy Commissioner
Enforcement Division



Cassie Tigue, Staff Attorney
Enforcement Division

Approved as to form and content:



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[REDACTED]
Omaha, NE 68114

Telephone: [REDACTED]

Facsimile: [REDACTED]
[REDACTED]

Affidavit

STATE OF Nebraska §

§

COUNTY OF Douglas §

Before me, the undersigned authority, personally appeared Kyle Lewis Maring who being by me duly sworn, deposed as follows:

"My name is Kyle Lewis Maring. I am of sound mind, capable of making this statement, and have personal knowledge of these facts which are true and correct.

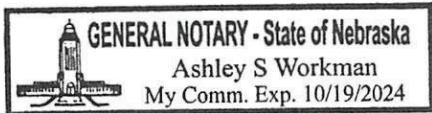
I hold the office of Managing Member and am the authorized representative of Premier Claims, L.L.C. I am duly authorized by said organization to execute this statement.

Premier Claims, L.L.C. has knowingly and voluntarily entered into the foregoing consent order and agrees with and consents to the issuance and service of the same by the commissioner of insurance of the state of Texas."

Kyle Maring
Affiant

SWORN TO AND SUBSCRIBED before me on March 18, 2021.

(NOTARY SEAL)



Ashley S Workman
Signature of Notary Public

Ashley S. Workman
Printed Name of Notary Public

