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FILED
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Department of Insurance
State of Idaho

BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE
STATE OF IDAHO

IDAHO DEPARTMENT OF INSURANCE,

Complainant,

vs.

ELAINE RUTH BLIK, an individual holding
Idaho Resident Producer License No. 25146,

Respondent.

Docket No. 18-3491-18

**STIPULATION AND
FINAL ORDER**

The parties herein, namely the Idaho Department of Insurance (“Department”) and Elaine Ruth Blik (“Respondent”), do hereby enter into this Stipulation to resolve as between them the matters at issue in Department Docket No. 18-3491-18 and do hereby stipulate and agree as follows:

JURISDICTION & PROCEDURE

1. The Director of the Idaho Department of Insurance (“Director”) has jurisdiction over Respondent and the subject matter herein, pursuant to the Idaho Insurance Code, Idaho Code §§ 41-101 *et. seq.*, and the rules promulgated thereunder.

2. Pursuant to Idaho Code § 41-213, the Department may institute such proceedings as deemed necessary for the enforcement of any provision of the Idaho Insurance Code, including but not limited to suspension or revocation of insurance licenses and the imposition of administrative penalties.

3. Respondent holds Idaho Resident Producer License No. 25146, which license was originally issued on March 2, 1990, and is scheduled to expire on August 31, 2020.

4. On August 10, 2018, the Department filed and served on Respondent a Verified Complaint and Notice of Right to Hearing (“Complaint”) in Docket No. 18-3491-18.

5. In Counts One and Two of the Complaint, the Department alleged that Respondent violated Idaho Code §§ 41-1024(1), 41-1016(1)(b), and 41-1016(1)(d), and Department Rule 10, in particular IDAPA 18.01.10.22.01 and 18.01.10.022.05, on two separate occasions, by failing to timely remit premium monies to the insurance company as required by law.

6. In Count Three of the Complaint, the Department alleged that Respondent violated Idaho Code §§ 41-247 and 41-1036, by failing to respond fully to requests for information and by failing to maintain records as required by law, respectively.

7. In Count Four of the Complaint, the Department alleged that Respondent violated Idaho Code § 41-1016(1)(h), by failing to reconcile the producer’s fiduciary account on a timely basis, causing the fiduciary account to be overdrawn thirty-one (31) times.

8. On October 9, 2018, Respondent's counsel filed a Notice of Appearance and a Request for Hearing on Respondent's behalf, denying the Department's allegations and asserting that the allegations are factually incorrect.

9. Thereafter, the Director appointed a hearing officer, and a hearing was set for March 28, 2019.

AGREEMENT

10. In lieu of proceeding to a hearing on the Complaint, the Department and Respondent agree to resolve as between them the matters at issue in the above-entitled matter through this negotiated and stipulated settlement; wherefore, the Department and Respondent stipulate and agree to the following terms:

- a. Respondent admits to one (1) violation of Idaho Code § 41-1024(1), by failing to timely remit premium monies to an insurer, as required by law;
- b. Respondent's Idaho Resident Producer License No. 25146 shall be suspended for a period of one (1) year commencing sixty (60) days after entry of the Final Order herein, subject to the following conditions:
 - i. No later than sixty (60) days after entry of the Final Order, and continuing for the period of suspension of her Resident Producer License, Respondent shall have divested herself of any and all interest in Patriot Insurance Agency and its book of insurance business, including any financial, managerial, membership, shareholder or any other interest she may hold in said Agency;
 - ii. During such sixty (60) day divestiture period after entry of the Final Order, Respondent shall not sell, solicit, or negotiate insurance, including but not

limited to the writing of any new insurance business or the writing of any new or additional risk or coverage on Patriot Insurance Agency's or Respondent's existing insurance business;

iii. During the one (1) year period of suspension of Respondent's Idaho Resident Producer License No. 25146, Respondent shall not, with or without compensation, be employed by or contract with Patriot Insurance Agency, nor any other insurance agency, including but not limited to acting in any advisory, ministerial, or administrative capacity;

iv. In the event the Department discovers or obtains credible information that, during such sixty (60) day divestiture period, Respondent has engaged in the transaction of insurance contrary to law or to this stipulated Agreement, upon the filing of an affidavit with the Director by a person competent to make such a declaration, the Director may, at his sole discretion, enter an order immediately revoking Respondent's Idaho Resident Producer License No. 25146, for a period of five (5) years on the conditions and provisions as set forth in Idaho Code § 41-1026(3). The parties expressly agree that such revocation order may be entered without prior notice or hearing, and that Respondent shall retain the right to seek reconsideration of such order in accordance with Idaho Code § 67-5246(4);

c. Respondent shall pay an administrative penalty to the Department in the sum of Six Thousand Dollars (\$6,000.00), with such penalty to be paid in full prior to reinstatement of Respondent's Idaho Resident Producer License No. 25146 after the one (1) year period of suspension.

11. In agreeing to the provisions stated hereinabove, Respondent knowingly and voluntarily waives any rights Respondent may have to dispute the issues of fact and law raised in the above-entitled matter, including but not limited to the rights afforded by Idaho Code § 41-232A, which provides for the right to a hearing; the right to be represented at a hearing by counsel chosen and retained by Respondent; the right to present a defense, oral and documentary evidence and to cross-examine witnesses at such hearing and the right to seek judicial review or appeal the Final Order entered herein.

12. In agreeing to the provisions stated hereinabove, Respondent agrees that she shall not create any business entity, enter into any business relationship, or engage in any other conduct that, by doing so, would subvert any of, or otherwise prejudice, the requirements of this Stipulation and Final Order.

13. The Department and Respondent each agree that this Stipulation is a full and final settlement of the issues raised between them in the above-entitled matter, namely Docket No. 18-3491-18.

14. Neither this Stipulation nor the Final Order approving this Stipulation shall be deemed in any manner to prevent the Department from commencing any other agency action relating to conduct of Respondent not settled herein, and without regard to whether such conduct occurred prior or subsequent to the date of this Stipulation or the Final Order approving this Stipulation.

15. Respondent understands and acknowledges that the Department may take such lawful actions as may be required or appropriate to investigate and determine whether Respondent is in compliance with this Stipulation and the Final Order approving this Stipulation.

16. In the event that the Department takes action relating to alleged violations of this Stipulation or the Final Order approving this Stipulation, the Stipulation and Final Order shall be admissible in full in that proceeding for any purpose.

17. The Department and Respondent enter into this Stipulation freely and voluntarily, after having had the opportunity to consult with counsel of their choice, and with full understanding of the legal consequences of this Stipulation and the Final Order approving this Stipulation.

18. Respondent agrees that, upon execution of this Stipulation, no subsequent action or assertion shall be maintained or pursued in any manner asserting the invalidity of this Stipulation and Final Order and its provisions.

19. Respondent understands that this Stipulation and the Final Order approving this Stipulation shall be reported to the Regulatory Information Retrieval System (“RIRS”) maintained by National Association of Insurance Commissioners (“NAIC”).

20. This Stipulation embodies the entire agreement between the Department and Respondent, and there are no agreements, understandings, representations or warranties that are not expressly set forth herein.

21. This Stipulation is subject to approval by the Director or the Director’s designee, and shall become effective and binding upon the Department and Respondent upon such approval. Should the Director decline to approve this Stipulation, the Department and Respondent shall retain all of their rights, claims and/or defenses, and any factual and/or legal admissions made by Respondent herein shall be withdrawn.

22. Upon the Director’s entry of the Final Order approving this Stipulation, this Stipulation and the Final Order shall be a public record under the Idaho Public Records Act.

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AGREED THIS ____ day of April, 2019.

RESPONDENT

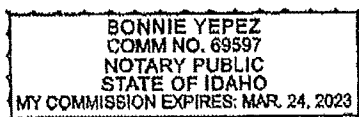

ELAINE RUTH BLISK

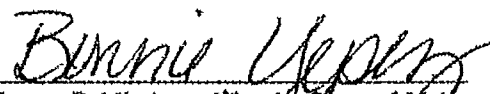
STATE OF IDAHO)

County of Bingham) ss.

On this 3rd day of May, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared ELAINE RUTH BLISK, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.




Notary Public in and for the State of Idaho
Residing at Bingham County (Abundeen)
My commission expires Apr 24, 2023

Approved as to Form:

BAKER & HARRIS

By: 

Jared M. Harris, of the Firm
Attorneys for the Respondent

AGREED THIS 10 day of ^{May}~~April~~, 2019.

STATE OF IDAHO
DEPARTMENT OF INSURANCE

By: Elaine Mellon
Elaine Mellon, CLU, ChFC
Bureau Chief, Consumer Services
Idaho Department of Insurance

Approved as to Form:

STATE OF IDAHO
OFFICE OF THE ATTORNEY GENERAL

By: John C. Keenan
John C. Keenan
Deputy Attorney General
Attorney for the Idaho Department of Insurance

FINAL ORDER

The Director having reviewed the Stipulation entered hereinabove, and having found that there is a basis in fact for the admission therein and in consideration of the premises;

IT IS HEREBY ORDERED,

1. That the preceding Stipulation is APPROVED and ADOPTED in full and incorporated in this Final Order as if set forth herein; and,

2. That Idaho Resident Producer License No. 25146, held in the name of ELAINE RUTH BLIK, is hereby SUSPENDED for a period of one (1) year commencing sixty (60) days after the date of entry of this Final Order; and,

3. That, no later than sixty (60) days after entry of this Final Order, and continuing for the period of suspension of her Resident Producer License, ELAINE RUTH BLIK shall have divested herself of any and all interest in Patriot Insurance Agency and its book of insurance business, including any financial, managerial, membership, shareholder or any other interest she may hold in said Agency; and,

4. That, during such sixty (60) day divestiture period after entry of this Final Order, ELAINE RUTH BLIK shall not sell, solicit, or negotiate insurance, including but not limited to the writing of any new insurance business or the writing of any new or additional risk or coverage on Patriot Insurance Agency's or Respondent's existing insurance business; and,

5. That, during the one (1) year period of suspension of her Idaho Resident Producer License No. 25146, ELAINE RUTH BLIK shall not, with or without compensation, be employed by or contract with Patriot Insurance Agency, nor any other insurance agency, including but not limited to acting in any advisory, ministerial, or administrative capacity; and,

6. That, in the event the Department discovers or obtains credible information that, during such sixty (60) day divestiture period, ELAINE RUTH BLIK has engaged in the transaction

of insurance contrary to law or to this stipulated Agreement, upon the filing of an affidavit with the Director by a person competent to make such a declaration, the Director may, at his sole discretion, enter an order immediately revoking Idaho Resident Producer License No. 25146, for a period of five (5) years on the conditions and provisions as set forth in Idaho Code § 41-1026(3). Such revocation order may be entered without prior notice or hearing, however ELAINE RUTH BLIK shall retain the right to seek reconsideration of such order in accordance with Idaho Code § 67-5246(4); and,

7. That ELAINE RUTH BLIK shall pay an administrative penalty to the Department in the sum of Six Thousand Dollars (\$6,000), with such penalty to be paid in full prior to reinstatement of Idaho Resident Producer License No. 25146 after the one (1) year period of suspension.

IT IS SO ORDERED.

DATED this 30 day of May, 2019.

STATE OF IDAHO
DEPARTMENT OF INSURANCE

A handwritten signature in black ink, appearing to read "Dean Cameron", is written over a horizontal line.

DEAN CAMERON
Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3 day of June 2019, I caused a true and correct fully-executed copy of the foregoing STIPULATION AND FINAL ORDER to be served on the following by the designated means:

Jared M. Harris
Baker & Harris
266 West Bridge Street
Blackfoot, ID 83221

☒ first class mail
☐ certified mail
☐ hand delivery

American Modern Property & Casualty Ins. Co.
P.O. Box 5323
Cincinnati, OH 45201-5323

☒ first class mail
☐ certified mail
☐ hand delivery

American Modern Select Insurance Company
7000 Midland Blvd.
Amelia, OH 45102-2607

☒ first class mail
☐ certified mail
☐ hand delivery

American Reliable Insurance Company
8655 East Via de Ventura, Ste. E200
Scottsdale, AZ 85258

☒ first class mail
☐ certified mail
☐ hand delivery

United Financial Casualty Company
6300 Wilson Mills Road, W33
Cleveland, OH 44143-2182


☒ first class mail
☐ certified mail
☐ hand delivery

Viking Insurance Company of Wisconsin
1800 North Point Drive
Stevens Point, WI 54481

☒ first class mail
☐ certified mail
☐ hand delivery

John C. Keenan
Deputy Attorney General
Idaho Department of Insurance
700 W. State Street, 3rd Floor
Boise, ID 83720-0043

☐ first class mail
☐ certified mail
☒ hand delivery


Diona Tewalt