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Commissioner of Securities and Insurance
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Attorney for the CSI

**BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE
MONTANA STATE AUDITOR**

IN THE MATTER OF:)	CASE NO. INS-2015-348
)	
HEALTH INSURANCE INNOVATIONS,)	CONSENT AGREEMENT AND
INC.; HEALTH PLAN)	FINAL ORDER RE:
INTERMEDIARIES, LLC; HEALTH)	UNIFIED LIFE INSURANCE
PLAN INTERMEDIARIES HOLDINGS,)	COMPANY
LLC; HEALTHPOCKET, INC.;)	
INSURANCE CENTER FOR)	
EXCELLENCE, LCC; HCC LIFE)	
INSURANCE COMPANY; HCC)	
MEDICAL INSURANCE SERVICES,)	
LLC; STARR INDEMNITY & LIABILITY)	
COMPANY; USHEALTH GROUP;)	
NATIONAL FOUNDATION LIFE)	
INSURANCE COMPANY; UNIFIED)	
LIFE INSURANCE COMPANY;)	
COVERAGE ONE INSURANCE GROUP,)	
LLC; DAVID H. ETTINGER; BETH)	
ETTINGER; KARL BECKER; EHEALTH)	
INSURANCE SERVICES, INC.; HEALTH)	
BENEFITS ONE, LCC; MATTHEW E.)	
SPIEWAK; NATIONS INSURANCE)	
SOLUTIONS; DANIELLE BRETTI;)	
QUICK QUOTE US LLC; MICHAEL S.)	
HILF; TERRY M. ALVARADO;)	
MICHAEL K. BORCHERS; PEDRO J.)	
COLON; BENJAMIN MAHLER; TERESA)	
M. NEWMAN; JORGE SAAVEDRA;)	
SAMATHA M. SCHEIBNER; MICHAEL)	

In re: Health Insurance Innovations, Inc., et al.

Consent Agreement and Final Order Re: Unified Life Insurance Company

C. TOBIAS; WESTERN HERITAGE)
INSURANCE MARKETING GROUP; and)
LISA D. GONZALES;)
Respondents.)

This Consent Agreement (Agreement) is entered into by the Office of the Montana State Auditor, Commissioner of Securities and Insurance (CSI), acting pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. § 33-1-101 et seq. (Code), and Unified Life Insurance Company (Respondent). The Final Order (Order) is issued by the authority of the Commissioner of Securities and Insurance, Office of the Montana State Auditor (Commissioner).

RECITALS

WHEREAS, the CSI alleged in the Notice of Agency Action and Opportunity for Hearing (NOAA) in this matter that multiple insurance producers, through entities identifying themselves as Health Insurance Innovations (HII), made misleading statements in violation of the Code and sold short term medical policies to Montanans written by Respondent;

WHEREAS, the CSI alleged in the NOAA in this matter that Respondent may have assumed short term medical policies originally written by National Foundation Life Insurance Company;

WHEREAS, no short term medical policies were assumed by Respondent from National Foundation Life Insurance Company;

WHEREAS, Respondent started writing policies to Montanans sold through and administered by HII in May of 2015;

WHEREAS, upon learning of this action, Respondent voluntarily ceased sales of its short term medical health insurance policies in Montana through HII; and

WHEREAS, the CSI and Respondent agree that the best interests of the parties and the public would be served by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the CSI and Respondent agree to settle this matter pursuant to the following terms and conditions:

STIPULATIONS AND CONSENTS

- I. Respondent stipulates and consents to the following:
 - A. Respondent agrees that the Recitals, above, are true and correct.
 - B. Respondent agrees to offer a full refund of premium to Montanans who paid Respondent for a short term medical policy offered through HII agents. The CSI shall send an offer letter to the individuals and in the amounts listed in Exhibit A. The Montana insureds shall have 30 days to respond to the offer letter. The CSI shall notify Respondent of Montana insureds who have accepted the offer, after which Respondent shall have 21 days to provide the premium refund to those identified insureds. Proof of these refund payments shall be provided to the CSI through mail or email to:

Montana State Auditor's Office
c/o Lisa Monroe
840 Helena Ave.
Helena, MT 59601

lmonroe@mt.gov

- C. If a Montana insured accepts the premium refund offer described above, it will result in the termination of any active short term medical policy through Respondent. Those insureds who accept the premium refund offer will no longer be able to submit claims incurred after August 17, 2016, but Respondent agrees to process existing claims and claims incurred prior to August 17, 2016 as normal.

D. Respondent agrees to not commit any violations of the Code.

E. Respondent fully and forever releases and discharges the Commissioner, the CSI, and all of the CSI's employees and agents from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of this Agreement.

F. Respondent specifically and affirmatively waives his right to a contested case hearing and all rights to appeal under the Montana Administrative Procedure Act, Mont. Code Ann. § 2-4-101 et seq., and elects to resolve this matter with this Agreement.

G. Respondent acknowledges that he was advised of the right to be represented by legal counsel and if represented by legal counsel, that such legal representation was satisfactory.

H. Respondent acknowledges that he enters into this Agreement voluntarily and without reservation.

II. All parties to this Agreement stipulate and consent as follows:

A. The Commissioner and the CSI have jurisdiction over the subject matter of this matter.

B. This Agreement is entered without adjudication of any issue, law, or fact. This Agreement covers only the factual allegations addressed above. It is entered into solely for the purpose of resolving the CSI's allegations and is not intended to be used for any other purpose. For any person or entity not a party to this Agreement, this Agreement does not limit or create any private rights or remedies against Respondent, limit or create liability of Respondent, or limit or create defenses of Respondent to any claims.

C. The applicable statute of limitations is tolled for two years from the date of execution of this Agreement with regard to the allegations in the Recitals. In the event Respondent violates the terms of this Agreement at any time before the applicable statute of limitations has run, the CSI reserves the right to seek any additional administrative penalties or further regulatory action.

D. This Agreement constitutes the entire agreement between the parties and no other promises or agreements, either express or implied, have been made by the CSI or by any member, officer, agent, or representative of the CSI to induce Respondent to enter into this Agreement.

E. This Agreement may not be modified orally, and any subsequent modifications to this Agreement must be mutually agreed upon in writing, with the same formality as this Agreement, to be effective.

F. This Agreement shall be incorporated into and made a part of the attached Final Order issued by the Commissioner.

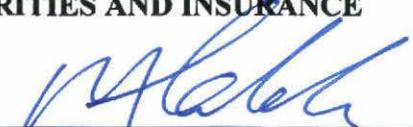
G. This Agreement shall be effective upon signing of the Final Order.

H. The Agreement is a public record under Montana law and, as such, may not be sealed or otherwise withheld from the public.

DATED this 4th day of August, 2016.

**OFFICE OF THE MONTANA STATE
AUDITOR, COMMISSIONER OF
SECURITIES AND INSURANCE**

By: _____


MICHAEL A. KAKUK
Attorney for the CSI

DATED this 2nd day of August, 2016.

UNIFIED LIFE INSURANCE COMPANY

By: 
SIGNATURE

Kevin Dell
NAME

President
TITLE

FINAL ORDER RE:

UNIFIED LIFE INSURANCE COMPANY

Pursuant to the authority vested by Mont. Code Ann. §§ 2-4-603 and 33-1-101 et seq.,
and upon review of the foregoing Consent Agreement, and good cause appearing,

IT IS HEREBY ORDERED that the foregoing Consent Agreement between the CSI and
Respondent Unified Life Insurance Company is adopted as if set forth fully herein.

DATED this 4 day of August, 2016.

MONICA J. LINDEEN
Commissioner of Securities and Insurance,
Montana State Auditor

By: 

ANDREW POSEWITZ
Deputy State Auditor

cc: Michael A. Kakuk, CSI
Tim McConville, Unified Life Ins. Co.