State of Missouri

DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS & PROFESSIONAL REGISTRATION

IN RE:	)	
	)	
James A. Greenstreet,	)	**Case No. 131209650C**
	)	
Renewal Applicant.	)	

ORDER REFUSING TO RENEW INSURANCE PRODUCER LICENSE

On December 30, 2013, Carolyn H. Kerr, Legal Counsel and Counsel to the Consumer Affairs Division, submitted a Petition to the Director alleging cause for refusing to renew the insurance producer license of James A. Greenstreet. After reviewing the Petition, the Investigative Report, and the entirety of the file, the Director issues the following findings of fact, conclusions of law and order:

FINDINGS OF FACT

1. James A. Greenstreet ("Greenstreet") is an individual residing in Missouri.

2. Greenstreet was originally licensed as an insurance producer (No. 0276109) on January 1, 1978. That licensed expires January 1, 2014.

3. On or about December 13, 2013, the Department of Insurance, Financial Institutions and Professional Registration ("Department") received Greenstreet's Uniform Application for Individual Producer License Renewal/Continuation ("Renewal Application").

4. Greenstreet listed his residence address as 4913 S. Ashford Ave., Springfield, Missouri 65810, and his mailing and business addresses as AllRisk Resources LLC, 1675 E. Seminole, Ste. K-400, Springfield, Missouri 65804.

5. Greenstreet was a licensed insurance producer working at United Insurance Group, Inc. ("United Insurance") from 2006 through October 31, 2011. Greenstreet opened his own agency, AllRisk Resources, LLC ("AllRisk") on or about January 13, 2011. AllRisk was granted its business entity producer license (No. 8074982) effective July 5, 2011.

Unauthorized Signatures

6. On October 24, 2011, the Department received a letter from Gary L. Haney, President of United Insurance Group, Inc. ("United Insurance"), dated October 20, 2011, which

included separate letters alleging that Greenstreet "forged customers[']' names" on their "insurance policy paperwork."[1]

7. On or about June 13, 2007, May 29, 2008, May 29, 2009, and June 10, 2010, Greenstreet signed and submitted Policyholder Disclosure Notice of Terrorism Insurance Coverage ("Policy Disclosure") forms to Scottsdale Insurance Company ("Scottsdale") for Rogersville Saddle Club on behalf of Judy Miller, its Secretary/Treasurer. He signed the Policy Disclosure forms for Ms. Miller, although he had no authorization from her to sign them on her behalf and/or on behalf of Rogersville Saddle Club.

8. On or about June 14, 2010, Greenstreet signed and submitted a Special Event Supplemental General Liability Application ("Special Event Application") to Scottsdale for Rogersville Saddle Club on behalf of Judy Miller and/or on behalf of Rogersville Saddle Club, although he had no authorization to sign or submit it.

9. On or about June 14, 2010, Greenstreet signed and submitted a Commercial Insurance Application ("Commercial Application") for Rogersville Saddle Club on behalf of Judy Miller and/or on behalf of Rogersville Saddle Club, although he had no authorization to sign or submit it.

10. On or about October 14, 2010, Greenstreet signed and submitted a Policyholder Disclosure Notice of Terrorism Insurance Coverage form to Scottsdale for Gobbler Mountain Boat Dock Association ("Gobbler Mountain") on behalf of Jill Wehmer and/or on behalf of Gobbler Mountain, although he had no authorization to sign or submit the form.

11. On or about October 14, 2010 Greenstreet signed and submitted a Commercial Application to RSI International, Inc. ("RSI") for Gobbler Mountain on behalf of Jill Wehmer and/or on behalf of Gobbler Mountain, although he had no authorization to sign or submit it.

12. On or about July 27, 2011, Greenstreet signed and submitted a Statement of No Loss to RSI for Gobbler Mountain on behalf of Jill Wehmer and/or on behalf of Gobbler Mountain, although he had no authorization to sign or submit it.

13. On or about March 22, 2011, Greenstreet signed and submitted a Policyholder Disclosure form to Markel/Essex Insurance Company ("Essex") and to Omega US Insurance, Inc. ("Omega"), for Gobbler Mountain on behalf of Jill Wehmer and/or on behalf of Gobbler Mountain, although he had no authorization to sign or submit either of the forms.

14. On or about May 10, 2011, Greenstreet signed and submitted an Addendum to Premium Finance Agreement ("Addendum") to Premium Financing Specialists ("PFS") on behalf of Gobbler Mountain agreeing to pay the premium payments on insurance coverage he procured for Gobbler Mountain, although he had no authorization to sign and submit it.

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[1] The complaints filed by Mr. Haney on behalf of United Insurance involved, *inter alia*, Judy Miller for Rogersville Saddle Club, Jill Wehmer for Gobbler Mountain Boat Dock Association, and Nick or N.K. Patel.

15. On or about October 22, 2010, Greenstreet signed and submitted an insurance application and Policyholder Disclosure form on behalf of N.K. Patel, although he had no authorization to sign or submit either form.

16. On or about January 3, 2011, Greenstreet signed and submitted a Rejection of Coverage form to First Comp on behalf of Nick Patel, although he had no authorization to sign and submit it.

Gobbler Mountain Policy Renewals and Claim

17. Gobbler Mountain was Greenstreet's insurance client since at least 2008. In October 2008, Greenstreet procured property and general liability insurance for Gobbler Mountain through Scottsdale for the policy period of October 15, 2008 through October 15, 2009. Greenstreet obtained a renewal of that policy for the period of October 15, 2009 through October 15, 2010.

18. Greenstreet first received correspondence requesting a renewal application for Gobbler Mountain on or about June 24, 2010, for the policy period ending October 15, 2010.[2] However, Greenstreet took no action to assure the renewal of that policy to be effective October 15, 2010, until October 14, 2010, when he received additional correspondence informing him that "Coverage Expires Tomorrow 10-15-10 and will be non-renewal," and that if he "would like a quote please send the renewal app."

19. United Insurance sent Gobbler Mountain an Invoice, dated October 8, 2010, requesting a renewal premium of $1,772.00 for the policy period renewal of October 15, 2010 through October 15, 2011. The previous term's policy premium was $1,772.00, so United Insurance billed Gobbler Mountain that amount, even though Greenstreet did not know what the new premium would be for the following year's policy term.

20. On the same date, Jill Wehmer wrote a check to United Insurance on behalf of Gobbler Mountain in the amount of $1,772.00 "for annual premium." Ms. Wehmer provided the check to Greenstreet, but he never returned Gobbler Mountain's October 8, 2010 check, cashed it, deposited it in his account, nor submitted the check to any insurance company as payment for insurance premium.

21. On October 14, 2010, Greenstreet received correspondence regarding the renewal of Gobbler Mountain's policy, including an increase in the amount of the premium. The total premium quoted to Greenstreet for Gobbler Mountain amounted to $2,839.20. The correspondence requested a confirmation "that you would like to bind the renewal with the above terms." Greenstreet failed to present that quote to Ms. Wehmer or anyone else acting on behalf of Gobbler Mountain.

22. Greenstreet failed to procure a renewal of Gobbler Mountain's insurance policy as of October 15, 2010, resulting in the non-renewal or lapse of that policy effective October 15, 2010.

[2] In other words, for the policy period of October 15, 2010 through October 15, 2011.

23. Although Gobbler Mountain's insurance coverage lapsed on October 15, 2010, Greenstreet did not inform the client of the lapse of coverage. In fact, Gobbler Mountain was without coverage from October 15, 2010 to March 22, 2011.

24. On or about October 15, 2010, Gobbler Mountain suffered a loss that would have been covered by their insurance coverage with Scottsdale, had it been renewed timely by Greenstreet.

25. Ms. Wehmer informed Greenstreet that the claim had been denied on or about January 6, 2011.

26. Greenstreet sent a fax note to "Mrs. Stine" on or about January 25, 2011, regarding Gobbler Mountain's insurance coverage, informing her that he submitted an application for insurance "to RSI in St. Louis."

27. Greenstreet did not inform Gobbler Mountain that its policy had not renewed until January 28, 2011, when he sent a fax to Kevin Stine telling him that Gobbler Mountain's "policy with Scottsdale was cancelled effective Oct. 15, 2010 due to a change in coverage and premium." Greenstreet advised Mr. Stine that a new application was submitted "to R.S.I. International," but that "a new policy has not been issued as of this date." Greenstreet also informed Mr. Stine that repairs on the claim would begin "next week."

28. Because Gobbler Mountain's coverage had lapsed for non-payment of its premium on October 14, 2010, Greenstreet paid the claim for the loss incurred on October 15, 2010.

29. Greenstreet signed and submitted a Commercial Insurance Application to RSI on or about February 2, 2011. The application submitted indicated that it had been signed by Jill Wehmer on October 14, 2010, although she never signed that application and Greenstreet did not have authority to sign the application.

30. On or about March 7, 2011, Roger Wilkinson from RSI provided a quote to Greenstreet for insurance coverage by Essex for Gobbler Mountain for a total premium of $3,927.00. Mr. Wilkerson's March 7, 2011 correspondence to Greenstreet also included a Policy Disclosure Notice of Terrorism Insurance Coverage forms for Essex and Omega.

31. Greenstreet replied to Mr. Wilkinson on March 22, 2011, asking him to "please bind 3/22/11 per above quote." The two Policy Disclosure forms provided by Greenstreet to Essex and Omega indicated that they had been signed by Ms. Wehmer on March 22, 2011, although she never signed the forms. Greenstreet did not have authority to sign or submit them.

32. RSI informed Greenstreet on March 25, 2011, that insurance coverage for Gobbler Mountain was bound with Essex for general liability coverage and with Omega for commercial property coverage for the policy period March 22, 2011 to March 22, 2012.

33. On or about May 10, 2011, Greenstreet received a Premium Finance Agreement ("Finance Agreement") from RSI for Gobbler Mountain as the insured. The cover page to the Finance Agreement read, "Attached is the finance agreement you requested. I also attached a form authorizing PFS to mail the coupons to your agency that will need to be filled out by the insured."

34. On or about May 10, 2011, Greenstreet submitted a signed Finance Agreement and Addendum to RSI for PFS "along with the May payment." Greenstreet signed the Finance Agreement as the "Insured or Authorized Agent," although he had no authorization from anyone representing Gobbler Mountain to sign and submit the finance agreement on its behalf. The Addendum was purportedly signed by Ms. Wehmer, although Greenstreet admitted that he, in fact, signed and submitted that form on her behalf.

35. The payment coupons for Gobbler Mountain's premiums as well as all correspondence regarding the insurance coverage, as procured by Greenstreet in May 2011 and described above, were sent to Greenstreet. Greenstreet made at least five payments to PFS for Gobbler Mountain's premiums, totaling over $2,900.00.

36. Greenstreet also submitted a Statement of No Loss to RSI on behalf of Gobbler Mountain on or about August 2, 2011, indicating that it had been signed by Ms. Wehmer, along with payment of $778.18 to reinstate the policy because it had lapsed due to non-payment. Ms. Wehmer did not sign the Statement of No Loss and Greenstreet did not have authority to sign or submit it.

37. Greenstreet did not inform Gobbler Mountain that he had procured insurance coverage for it effective March 22, 2011, that he was making the premium payments for it on their behalf, or that the policy had lapsed.

38. Due to Greenstreet's unlawful actions and/or inaction, Gobbler Mountain did not have insurance coverage from October 15, 2010 until March 22, 2011.

39. Due to Greenstreet's unlawful actions and/or inaction, Gobbler Mountain suffered lapses of coverage when Greenstreet failed to timely pay the premium to the insurers that he was paying himself.

40. Due to Greenstreet's unlawful actions and/or inaction, Gobbler Mountain suffered a denied claim.

41. Greenstreet did not inform Gobbler Mountain, and Gobbler Mountain was unaware that it did not have continuous insurance coverage from October 15, 2010 until March 22, 2011, and sporadically thereafter.

Subpoena Conference

42. Greenstreet appeared before the Department on April 30, 2013, pursuant to a March 29, 2013 subpoena and testified under oath ("Subpoena Conference").

43. During the Subpoena Conference, Greenstreet admitted the following:

a. He would, on occasion, sign his clients' names on applications for insurance;

b. He personally handled Gobbler Mountain's policy renewal in 2010;

c. Upon receiving a quote on a renewal policy on October 14, 2010, for Gobbler Mountain he did not present the quote to Ms. Wehmer;

d. He did not inform Gobbler Mountain that they had no coverage on October 15, 2010 until January 28, 2011;

e. He paid Gobbler Mountain's October 15, 2010 claim himself, because they had no coverage on the date of the loss;

f. He submitted an application for insurance on behalf of Gobbler Mountain to RSI on or about February 2, 2011, but the application was dated as being signed on October 14, 2010;

g. He did not have Jill Wehmer's authorization to sign her name to the application for insurance he submitted for her on behalf of Gobbler Mountain to RSI on or about February 2, 2011;

h. He "financed" Gobbler Mountain's insurance coverage by submitting the down payment and the first premium payment then "set up a finance agreement to pay the rest of the premium," although he may have "made them all";[3]

i. He failed to secure a policy renewal for Gobbler Mountain with an effective date of October 15, 2010;

j. It was irresponsible for him not to tell Gobbler Mountain that its policy had not renewed because Gobbler Mountain believed it had coverage past October 15, 2010;

k. He did not secure insurance coverage for Gobbler Mountain until March 22, 2011, leaving them uninsured from October 15, 2010 to March 22, 2011;

l. Neither Jill Wehmer, nor anyone else at Gobbler Mountain knew he had obtained insurance coverage for Gobbler Mountain as of March 22, 2011, or that he was paying the premiums for that coverage;

m. He made a down payment on Gobbler Mountain's behalf on or about May 17, 2011 for insurance he procured for it;

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[3] During the Subpoena Conference, Greenstreet initially stated that he made the down payment and one payment (Tr. 24:22-23), but later stated that "I think I made them all." According to his testimony, there may have been nine payments in all. (Tr. 25:20-25).

n. He signed a finance agreement with Financing Specialists agreeing to pay Gobbler Mountain's insurance premiums without informing Gobbler Mountain he did so, and without anyone authorizing him to do so on its behalf;

o. He signed Jill Wehmer's name to the finance agreement without her authorization;

p. He signed Judy Miller's name to insurance documents relating to the election of terrorism coverage; and

q. He filled out an application for renewal of commercial insurance coverage dated June 14, 2010, on behalf of the Rogersville Saddle Club and signed Judy Miller's name to the application.

CONCLUSIONS OF LAW

44. Section 375.141, RSMo (Supp. 2013)[4] provides, in part:

> 1. The director may suspend, revoke, refuse to issue or refuse to renew an insurance producer license for any one or more of the following causes:
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> * * *
>
> (2) Violating any insurance laws, or violating any regulation, subpoena or order of the director or of another insurance commissioner in any other state;
>
> * * *
>
> (4) Improperly withholding, misappropriating or converting any moneys or properties received in the course of doing insurance business.
>
> (5) Intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance.
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> * * *
>
> (7) Having admitted or been found to have committed any insurance unfair trade practice or fraud;
>
> (8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere;

[4] All statutory references are to RSMo (Supp. 2013) unless otherwise specified.

* * *

(10) Signing the name of another to an application for insurance or to any document related to an insurance transaction without authorization[.]

45. Section 375.144 states as follows:

It is unlawful for any person, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, to:

(1) Employ any deception, device, scheme, or artifice to defraud;

(2) As to any material fact, make or use any misrepresentation, concealment, or suppression;

(3) Engage in any pattern or practice of making any false statement of material fact; or

(4) Engage in any act, practice, or course of business which operates as a fraud or deceit upon any person.

46. Section 375.934 states as follows:

It is an unfair trade practice for any insurer to commit any practice defined in section 375.936 if:

(1) It is committed in conscious disregard of sections 375.930 to 375.948 or of any rules promulgated under sections 375.930 to 375.948; or

(2) It has been committed with such frequency to indicate a general business practice to engage in that type of conduct.

47. Section 375.936 states, in pertinent part, as follows:

Any of the following practices, if committed in violation of section 375.934, are hereby defined as unfair trade practices in the business of insurance:

* * *

(7) "Misrepresentation in insurance applications", making false or fraudulent statements or representations on or relative to an application for a policy, for the purpose of obtaining a fee, commission, money, or other benefit from any insurer, agent, agency, broker or other person;

* * *

(9) "Rebates":

(a) Except as otherwise expressly provided by law, knowingly permitting or offering to make or making any contract of life insurance, life annuity,

accident and health insurance or other insurance, or agreement as to such contract other than as plainly expressed in the insurance contract issued thereon, or paying or allowing, or giving or offering to pay, allow, or give, directly or indirectly, as inducement to such insurance or annuity, any rebate of premiums payable on the contract, or any special favor or advantage in the dividends or other benefits thereon, or any valuable consideration or inducement whatever not specified in the contract; or giving, or selling, or purchasing or offering or to give, sell, or purchase as inducement to such insurance contract or annuity or in connection therewith, any stocks, bonds or other securities of any insurance company or other corporation, association, or partnership, or any dividends or profits accrued thereon, or anything of value whatsoever not specified in the contract[.]

48. Section 379.356.1 states as follows:

> 1. No insurer or insurance producer shall knowingly charge, demand or receive a premium for any policy of insurance except in accordance with the provisions of section 379.017 and sections 379.316 to 379.361. No insurer or employee thereof, and no insurance producer shall pay, allow, or give, directly or indirectly, as an inducement to insurance, or after insurance has been effected, any rebate, discount, abatement, credit or reduction of the premium named in a policy of insurance, or any special favor or advantage in the dividends or other benefits to accrue thereon, or any valuable consideration or inducement whatever, not specified in the policy of insurance, except to the extent provided for in applicable filings. No insured named in any policy of insurance shall knowingly receive or accept, directly or indirectly, any rebate, discount, abatement, credit or reduction of premium, or any special favor or advantage or valuable consideration or inducement. Nothing in this section shall be construed as prohibiting the payment of, nor permitting the regulation of the payment of, commissions or other compensation to duly licensed insurance producers; nor as prohibiting, or permitting the regulation of, any insurer from allowing or returning to its participating policyholders or members, dividends or savings.

49. The principal purpose of § 375.141 is not to punish licensees or applicants, but to protect the public. *Ballew v. Ainsworth*, 670 S.W.2d 94, 100 (Mo. App. E.D. 1984).

CAUSE FOR ORDER
REFUSING TO RENEW INDIVIDUAL PRODUCER LICENSE

50. The Director may refuse to renew Greenstreet's insurance producer license pursuant to § 375.141.1(2) because Greenstreet violated a Missouri insurance law, specifically § 379.356.1, by paying Gobbler Mountain's insurance premium without first receiving payment from his client for the policy renewal.

51. Each time Greenstreet submitted a payment for Gobbler Mountain's premium without first receiving payment for it from his client is a separate and sufficient ground for discipline under § 375.141.1(2).

52. The Director may refuse to renew Greenstreet's insurance producer license pursuant to § 375.141.1(2) because Greenstreet violated § 375.144(1), (2), (3), and (4). Specifically, Greenstreet engaged in acts, practices, omissions, and/or courses of business constituting multiple violations of the insurance laws of Missouri in the following:

a. Without authorization, Greenstreet repeatedly signed insurance applications, disclosure forms, finance agreements, and other insurance document and submitted them to various insurance companies for or on behalf of three consumers;

b. Greenstreet did not inform his client, Gobbler Mountain, that he failed to procure a timely policy renewal in October 2010 after the policy had lapsed for non-payment, leaving them without coverage until March 2, 2011;

c. After Gobbler Mountain's policy had lapsed, Greenstreet personally paid a claim without informing his client that it had no insurance coverage at the time of the claim;

d. Greenstreet signed and submitted a Finance Agreement, purporting to bind Gobbler Mountain to financing the RSI policy, when he had no authorization to sign and submit the Finance Agreement.

e. Greenstreet obtained a policy renewal for Gobbler Mountain without informing his client and without collecting premium from the client. He financed the policy personally without informing the client or the insurance company that he was paying for the policy himself, rather than the client.

f. For each separate act listed above, Greenstreet, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly:

    i. Employed a deception, device, scheme or artifice to defraud in violation of § 375.144(1);

    ii. Made or used misrepresentation, concealment or suppression as to material facts in violation of § 375.144(2);

    iii. Engaged in a pattern or practice of making a false statement of material fact in violation of § 375.144(3); and/or

    iv. Engaged in an act, practice or course of business which operated as a fraud or deceit in violation § 375.144(4).

53. The Director may refuse to renew Greenstreet's insurance producer license pursuant to § 375.141.1(4) because Greenstreet improperly withheld, misappropriated, or converted money received in the course of doing insurance business, in that Greenstreet failed to return Gobbler Mountain's October 8, 2010 $1,772.00 check for its renewal premium.

54. The Director may refuse to renew Greenstreet's insurance producer license pursuant to § 375.141.1(7) because Greenstreet admitted to unfair trade practices or frauds when he signed his clients' names[5] to insurance applications and submitted them to the insurers without authorization from his clients to do so.

55. Greenstreet engaged in the unfair trade practice of misrepresentation in insurance applications as defined in § 375.936(7). Greenstreet made false or fraudulent statements or representations on or relative to an application for a policy by signing and submitting applications for the purpose of obtaining a fee, commission, money, or other benefit from any insurer, agent, agency, broker or other person.

56. Greenstreet committed the unfair trade practice of misrepresentation in insurance applications in conscious disregard of §§ 375.930 to 375.948, or any rules promulgated thereunder, or with such frequency to indicate a general business practice to engage in that type of conduct, in violation of § 375.934.

57. The Director may refuse to renew Greenstreet's license under § 375.141.1(2) for committing the unfair trade practice of misrepresentation in insurance applications as set forth in § 375.936(7), in violation of § 375.934.

58. Greenstreet engaged in rebating as defined in § 375.936(9). Greenstreet paid, allowed or gave, directly or indirectly, a rebate or reduction of the premium for a policy of insurance for Gobbler Mountain. Each time Greenstreet paid the premium for Gobbler Mountain is a separate action of rebating.

59. Greenstreet also engaged in rebating by paying, allowing or giving, directly or indirectly, by paying Gobbler's Mountain denied claim from October 15, 2010.

60. Greenstreet committed the unfair trade practice of rebating in conscious disregard of §§ 375.930 to 375.948, or any rules promulgated thereunder, or with such frequency to indicate a general business practice to engage in that type of conduct, in violation of § 375.934.

61. The Director may refuse to renew Greenstreet's license under § 375.141.1(2) for committing the unfair trade practice of rebating applications as set forth in § 375.936(7), in violation of § 375.934.

62. The Director may refuse to renew Greenstreet's insurance producer license pursuant to § 375.141.1(10) because he signed the name of three of his insurance clients to applications for insurance and other documents related to insurance transactions without the

[5] Specifically, Judy Miller for Rogersville Saddle Club, Jill Wehmer for Gobbler Mountain, and N.K. Patel.

clients' authorization. Specifically, Greenstreet took the following actions:

a. Greenstreet signed Judy Miller's name to four Policy Disclosure forms, a Special Event Application, and a Commercial Application and submitted each of them to an insurer without Ms. Miller's and/or the Rogersville Saddle Club's authorization;

b. Greenstreet signed Jill Wehmer's name to three Policy Disclosure forms, a Commercial Application, a Statement of No Loss, and an Addendum to Premium Finance Agreement and submitted each of them to an insurer without Ms. Wehmer's and/or Gobbler Mountain's authorization; and

c. Greenstreet signed N. K. (or Nick) Patel's name to an insurance application, a Policy Disclosure form, and a Rejection of Coverage form and submitted each of them to an insurer without Mr. Patel's authorization.

63. Each time Greenstreet signed his clients' names to applications and other documents related to insurance transactions without the clients' authorization is a separate and sufficient ground for discipline under § 375.141.1(10).

64. The Director may refuse to renew Greenstreet's insurance producer license pursuant to § 375.141.1(8) because Greenstreet used fraudulent or dishonest practices and/or demonstrated incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this state, based on the all of the foregoing facts, including, but not limited to, the following:

a. Greenstreet signed Judy Miller's, Jill Wehmer's, and N.K. Patel's names to insurance applications and other documents related to their insurance transactions without their authorization;

b. Greenstreet did not return Gobbler Mountain's October 8, 2010 check, written to United Insurance "for policy premium," to Gobbler Mountain when he failed to procure a policy renewal;

c. Greenstreet failed to timely procure the renewal of insurance coverage for Gobbler Mountain, causing it to be without insurance coverage for months;

d. Greenstreet's failure to timely procure the renewal of insurance coverage for Gobbler Mountain, caused a claim filed by Gobbler Mountain to be denied;

e. Greenstreet paid Gobbler Mountain's claim personally because he failed to tell his client that he had not renewed its insurance coverage and wanted to cover up his failure to act responsibly with regard to the procurement of a renewal of that coverage;

f. Greenstreet paid Gobbler Mountain's policy premiums personally because he

failed to tell his client that he had not renewed its insurance coverage and wanted to cover up his failure to act responsibly with regard to the procurement of a renewal of that coverage; and/or

g. Greenstreet submitted a Statement of No Loss to RSI on behalf of Gobbler Mountain, purporting to be signed by Ms. Wehmer, along with payment to reinstate the policy because he wanted to cover up his failure to act responsibly with regard to the procurement of the renewal and payment of the premiums for that coverage.

h. Furthermore, Greenstreet's continued cover up, first of his failure to procure insurance coverage for Gobbler Mountain, then by personally paying its claim, and finally, by making premium payments for coverage for Gobbler Mountain without its knowledge or authorization over a period of time shows an inability or unwillingness to function properly and demonstrates incompetency.

65. Therefore, in applying his discretion, the Director has considered all of the facts and circumstances surrounding Greenstreet's application for the renewal of his insurance producer license and, for all of the reasons given in this Order, exercises his discretion in refusing to renew Greenstreet's insurance producer license.

66. This Order is in the public interest.

ORDER

IT IS THEREFORE ORDERED that the resident insurance producer license renewal application of JAMES A. GREENSTREET is hereby REFUSED.

SO ORDERED.

WITNESS MY HAND THIS 30TH DAY OF DECEMBER 2013.

JOHN M. HUFF
DIRECTOR

NOTICE

TO: Applicant and any unnamed persons aggrieved by this Order:

You may request a hearing in this matter. You may do so by filing a complaint with the Administrative Hearing Commission of Missouri, P.O. Box 1557, Jefferson City, Missouri within (30) days after the mailing of this notice pursuant to Section 621.120, RSMo. Pursuant to 1 CSR 15-3.290, unless you send your complaint by registered or certified mail, it will not be considered filed until the Administrative Hearing Commission receives it.

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of December, 2013, a copy of the foregoing notice and order was served upon James A. Greenstreet in this matter by United Parcel Service at the following address:

James A. Greenstreet
4913 S. Ashford Ave.
Springfield, Missouri 65810

Tracking No. 1Z0R15W84298753464

and

James A. Greenstreet
AllRisk Resources LLC
1675 E. Seminole, Ste. K-400
Springfield, Missouri 65804

Tracking No. 1Z0R15W84295147473

Kathryn Randolph
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