



**DEPARTMENT OF COMMERCE AND INSURANCE**

P.O. Box 690, Jefferson City, Mo. 65102-0690

**IN RE:**

**JAMES E. WEIR,**

**Renewal Applicant.**

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**Case No. 2306220756C**

**ORDER REFUSING TO RENEW RESIDENT INSURANCE PRODUCER LICENSE**

CHLORA LINDLEY-MYERS, Director of the Missouri Department of Commerce and Insurance, takes up this matter for consideration and disposition. After reviewing the Petition and the Investigative Report, the Director issues these findings of fact, conclusions of law, and order:

**FINDINGS OF FACT**

1. James E. Weir (“Weir”) is a resident of the state of Missouri with a reported residential, mailing, and business address of 1039 Hawthorne Village Drive, Warrenton, Missouri 63383-2916.
2. The Director initially issued Weir a resident insurance producer license on August 26, 2015. His current license expired January 24, 2024.
3. On January 24, 2024, the Department of Commerce and Insurance (“Department”) received Weir’s electronic application seeking renewal of his resident insurance producer license.
4. On November 13, 2018, the Division received a consumer complaint, which alleged that in October 2018, the consumer (“Consumer A”) contacted Weir asking about mortgage protection insurance plans. Consumer A stated that he had filled out an application, and on October 30, 2018, the insurance company wrote him to inform him that it would not be issuing the policy because it was missing certain information it needed. Consumer A indicated that he tried to contact Weir, but that Weir did not return his calls or text messages.

5. Consumer A also said that he discovered an application for a whole life/graded death benefit policy (“Final Expense” policy) for a second insurance company. Consumer A informed Dennis Fitzpatrick (“Fitzpatrick”), a Special Investigator in the Division, that Consumer A was not aware of the second application, that he had not filled it out and that the signatures on the second application were not his.
6. On May 20, 2020, Fitzpatrick sent Weir a Letter of Caution, informing Weir that the Division was closing the complaint file without seeking to discipline Weir’s insurance producer license, but reminded Weir to abide by all the insurance laws of this state and that Weir might be subject to disciplinary action if the Department received additional consumer complaints in the future.
7. On February 7, 2022, the Division received a consumer complaint from an individual (“Consumer B”). In that complaint, Consumer B stated that he and his wife were looking for mortgage protection insurance. Weir contacted them in response and had several discussions by text message, email and telephone with them. Consumer B told the Division that he and his wife thought they were applying for mortgage protection insurance. Instead, Weir sold them a term life policy with an Accidental Death Benefit (a “Final Expense” policy). Consumer B indicated that Weir did not return Consumer B’s telephone calls or text messages.
8. On June 17, 2022, Weir and the Director entered into a Voluntary Forfeiture Agreement (“Agreement”). In the Agreement, Weir agreed to voluntarily forfeit the sum of six hundred dollars (\$600.00) and admitted to the violations alleged by the Division for purposes of both the Agreement and any future violations of the insurance laws of this state. The violations alleged by the Division and admitted to by Weir were that Weir misrepresented the terms of an insurance application while concealing or suppressing a material fact in violation of § 375.144(2) and (3)<sup>1</sup>.
9. Weir also acknowledged in the Agreement that if in the future, the Director or the Division alleged an additional violation of the insurance laws by Weir, nothing in the Agreement would preclude the Director or the Division from introducing Weir’s admissions contained in the Agreement as evidence that the acts described in the Agreement form part of a course of conduct, a business practice, or other series of similar violations, for purposes of showing that the alleged later acts were committed knowingly, intentionally or in conscious disregard of the law.
10. On September 27, 2022, a consumer (“Consumer C”) submitted a complaint to the Division. Consumer C stated that he was looking for mortgage protection insurance. He understood from talking to Weir that the policy Weir was offering would pay fifteen thousand dollars (\$15,000.00) per year until his mortgage was paid, or he could receive a lump sum payment and use it to pay off the mortgage. Consumer C sent in an application, which the insurance company approved. Consumer C then cancelled two life insurance policies believing he no longer needed them. However, Consumer C learned that instead

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<sup>1</sup> All citations are to the Revised Statutes of Missouri 2016 (RSMo 2016) unless otherwise noted.

of mortgage protection insurance, Consumer C's new policy was a Final Expense whole life insurance policy for a total of fifteen thousand dollars (\$15,000.00).

11. Fitzpatrick was assigned to investigate Consumer C's complaint. As part of the investigation, Fitzpatrick asked the insurance company Weir represented for information regarding all policies produced by Weir from January 1, 2022, to February 2, 2023. In addition to Consumer C's policy, Fitzpatrick discovered that Consumer D was misinformed about the terms of a policy he purchased. Consumer D believed he was getting mortgage protection insurance, but actually received a Final Expense Level Benefit policy.

### CONCLUSIONS OF LAW

12. Section 375.141 states, in relevant 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;

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- (5) Intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance; [or]

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- (8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in this state or elsewhere[.]

13. Section 375.144 provides, in relevant part:

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

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

- (3) Engage in any pattern or practice of making any false statement of material fact[.]

14. The Director may refuse to renew Weir's resident insurance producer license pursuant to § 375.141.1(2) because he violated § 375.144(2), an insurance law, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, and, as to a material fact, made or used a misrepresentation, concealment or suppression. In particular, Weir misrepresented a material fact and made a misrepresentation by selling Consumer A a Final Expense policy instead of the mortgage insurance Consumer A told Weir Consumer A wanted to purchase.
15. The Director may refuse to renew Weir's resident insurance producer license pursuant to § 375.141.1(2) because he violated § 375.144(2), an insurance law, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, and, as to a material fact, made or used a misrepresentation, concealment or suppression. In particular, Weir misrepresented a material fact and made a misrepresentation by selling Consumer B a Final Expense policy instead of the mortgage insurance Consumer B told Weir Consumer B wanted to purchase.
16. The Director may refuse to renew Weir's resident insurance producer license pursuant to § 375.141.1(2) because he violated § 375.144(2), an insurance law, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, and, as to a material fact, made or used a misrepresentation, concealment or suppression. In particular, Weir misrepresented a material fact and made a misrepresentation by selling Consumer C a Final Expense policy instead of the mortgage insurance Consumer C told Weir Consumer C wanted to purchase.
17. The Director may refuse to renew Weir's resident insurance producer license pursuant to § 375.141.1(2) because he violated § 375.144(2), an insurance law, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, and, as to a material fact, made or used a misrepresentation, concealment or suppression. In particular, Weir misrepresented a material fact and made a misrepresentation by selling Consumer D a Final Expense policy instead of the mortgage insurance Consumer D told Weir Consumer D wanted to purchase.
18. The Director may refuse to renew Weir's resident insurance producer license pursuant to § 375.141.1(2) because he violated § 375.144(3), an insurance law, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, and engaged in a pattern or practice of making a false statement of material fact. In particular, Weir misrepresented a material fact and made a misrepresentation on multiple occasions that the policy he was selling Consumers A, B, C and D was mortgage insurance when in fact Weir sold them Final Expense policies.
19. The Director may refuse to renew Weir's resident insurance producer license pursuant to § 375.141.1(5) because Weir misrepresented the terms of the insurance contract he sold Consumer A by telling Consumer A that the contract was for mortgage protection insurance when it actually was a Final Expense policy.
20. The Director may refuse to renew Weir's resident insurance producer license pursuant to § 375.141.1(5) because Weir misrepresented the terms of the insurance contract he sold

Consumer B by telling Consumer B that the contract was for mortgage protection insurance when it actually was a Final Expense policy.

21. The Director may refuse to renew Weir's resident insurance producer license pursuant to § 375.141.1(5) because Weir misrepresented the terms of the insurance contract he sold Consumer C by telling Consumer C that the contract was for mortgage protection insurance when it actually was a Final Expense policy.
22. The Director may refuse to renew Weir's resident insurance producer license pursuant to § 375.141.1(5) because Weir misrepresented the terms of the insurance contract he sold Consumer D by telling Consumer D that the contract was for mortgage protection insurance when it actually was a Final Expense policy.
23. The Director may refuse to renew Weir's resident insurance producer license pursuant to § 375.141.1(8) because Weir used fraudulent or dishonest business practices, and demonstrated untrustworthiness in the conduct of business in this state by misrepresenting the type of insurance contract he sold consumers on at least four separate occasions.
24. Accordingly, and for all of the reasons given in this Petition, the Director has considered Weir's history and all of the circumstances surrounding Weir's renewal application and exercises her discretion to refuse Weir's application for renewal of an insurance producer license.
25. This Order is in the public interest.

**ORDER**

**IT IS THEREFORE ORDERED** that the insurance producer license renewal application of **James E. Weir** is hereby **REFUSED**.

**SO ORDERED.**

**WITNESS MY HAND THIS** 06<sup>th</sup> **DAY OF** February, 2024.



*Chlora Lindley Myers*  
**CHLORA LINDLEY-MYERS**  
**DIRECTOR**

## **NOTICE**

**TO: Renewal 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.

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 6th day of February 2024, a copy of the foregoing Order and Notice was served upon the Renewal Applicant in this matter by United States Parcel Service, signature required, at the following address:

James E Weir  
1039 Hawthorne Village Drive  
Warrenton, Missouri 63383-2916

Tracking No. 1Z0R15W8A897280959



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