



**STATE OF MISSOURI
DEPARTMENT OF COMMERCE AND INSURANCE**

IN RE:)
)
FONDA LYNN SHIPLEY,) **Case No. 2403110294C**
)
Applicant.)

ORDER REFUSING TO RENEW INSURANCE PRODUCER LICENSE

CHLORA LINDLEY-MYERS, Director of the Missouri Department of Commerce and Insurance (“Director of the “Department”), takes up the above matter for consideration and disposition. After reviewing the Petition, the Investigative Report, and the entirety of the Petition file, the Director issues the following findings of fact, conclusions of law, and order:

FINDINGS OF FACT

1. Fonda Lynn Shipley (“Shipley”) is a Missouri resident with a business address of 604 1/2 West Main Street, Princeton, MO 64673. Her mailing address is 22063 Gaslight Place, Princeton, MO 64673.
2. Shipley was licensed as a resident insurance producer to transact business as a title agent. Her license expired on October 14, 2022.
3. Shipley owns, and is the qualified principal for, Mercer County Title Company (“Mercer County Title”).
4. Mercer County Title was licensed as a business entity insurance producer to transact business as a title agency. Mercer County Title’s license expired on January 6, 2023.
5. At all relevant times, Shipley was not an attorney and was the only person that Mercer County Title had listed as an insurance producer conducting business on behalf of the title agency.
6. Mercer County Title had a contract with WFG National Title Insurance Company (“WFG National Title”), allowing Mercer County Title to issue WFG National Title’s insurance policies.

7. On May 23, 2023, the Division inquired whether WFG National Title had followed up on violations found during WFG National Title's onsite review of Mercer County Title.
8. The next day, on May 24, 2023, WFG National Title responded that Mercer County Title "ha[d] been in a transition mode and not producing any new policies." WFG National Title provided a letter notifying the Director of the Department that WFG National Title had terminated its contract with Mercer County Title effective May 22, 2023, stating that WFG National Title and Mercer County Title had mutually cancelled the contract.
9. The Division received a complaint on May 30, 2023, alleging, among other things, that Shipley and Mercer County Title were transacting the business of title insurance without being licensed.
10. The Division sent Shipley a letter dated May 30, 2023, informing her of the complaint and requesting, among other things, that she send a spreadsheet of any policies that had been issued and title searches conducted after Shipley's insurance producer license expired.
11. Shipley produced a spreadsheet showing that Mercer County Title had issued 89 title insurance policies after Shipley's license expired on October 14, 2022. Many of these were also issued after Mercer County Title's license expired on January 6, 2023.
12. Shipley, as a representative and on behalf of Mercer County Title, issued title insurance policies after Shipley's license expired on October 14, 2022. She also continued to do this as a representative and on behalf of Mercer County Title after Mercer County Title's license expired on January 6, 2023.
13. Shipley's spreadsheet also showed that, separate from those conducted for the title insurance policies issued by Mercer County Title, 6 title searches and reports had been completed for an underwriter of WFG National Title regarding proposed insureds and specified property addresses after Shipley's and Mercer County Title's licenses expired.
14. Shipley, as a representative and on behalf of Mercer County Title, conducted title searches or examinations, determined insurability for title insurance policies, and guaranteed, warranted, or otherwise insured the correctness of title searches, after Shipley's license expired on October 14, 2022. She also performed these activities as a representative and on behalf of Mercer County Title after Mercer County Title's license expired on January 6, 2023.

15. Shipley also provided the Division records concerning Mercer County Title's escrow account. Mercer County Title maintained this account at a bank as a depository of funds received from the public for the settlement or closing of real estate transactions.
16. The records for Mercer County Title's escrow account show that, after Shipley's insurance producer license expired on October 14, 2022, Shipley, on behalf of Mercer County Title, signed checks written, and authorized wire transfers and other disbursements, from Mercer County Title's escrow account. Some of these activities also occurred after Mercer County Title's license expired on January 6, 2023.
17. Some of the escrow account records show that Mercer County Title assigned File IDs to its clients and matters. The File IDs contained file numbers (e.g., 2203-0178). The checks and other disbursements related to settlements or closings of real estate transactions. Real estate connected to some of the File IDs was specified by address or a description of the property. Some of the disbursements to Mercer County Title include the words "Settlement Agents Fees." Some disbursements were to payees such as the Mercer County Recorder of Deeds, the Mercer County Tax Collector, individuals receiving "Net Proceeds," and to WFG National Title for insurance premiums.
18. In addition, WFG National Title provided the Division a spreadsheet of over 60 policies that WFG National Title had executed and issued after WFG National Title terminated its contract with Mercer County Title. For each policy, the spreadsheet included Mercer County Title file numbers, names of consumers, and closing dates. File numbers and names of consumers correspond with records for Mercer County Title's escrow account.
19. Shipley, as a representative and on behalf of Mercer County Title, sold, solicited, or negotiated the issuance of title insurance policies, established, calculated, or negotiated title charges, and handled escrows, settlements, or closings, after Shipley's license expired on October 14, 2022. She also performed these activities as a representative and on behalf of Mercer County Title after Mercer County Title's license expired on January 6, 2023.
20. For Mercer County Title file numbers 2211-0242 and 2211-0246, Shipley served as the settlement agent. On the settlement dates, the deeds and deeds of trust were recorded, and by that date the commitment, policy, recording costs, and other fees had been paid to Mercer County Title. However, Shipley, as a representative and on behalf of Mercer County Title, issued the title insurance policies more than 45 days after compliance with all requirements of the commitments for insurance.
21. On July 21, 2023, the Department received Shipley's application to renew her resident insurance producer license ("Application").

22. The Director issued a subpoena duces tecum to Shipley directing her to produce, on or before November 2, 2023, “complete cop[ies]” of five files identified by file numbers, among other records.
23. By letter dated November 1, 2023, Shipley asserted that the subpoenaed records were being provided except for the files. Shipley stated she would attempt to scan the subpoenaed files and send them to the Division.
24. On November 2, 2023, Shipley emailed the Division, asserting that her computer and printer had not been working, and that she would attempt to scan the subpoenaed files again. She also indicated that she would send the files to the Division by overnight delivery service if she could not scan them.
25. The Division did not receive all the files Shipley said she would send. The Division emailed Shipley about the files on November 6, 2023, and again on November 13, 2023. Shipley did not reply to these emails.
26. The Division again emailed Shipley about the missing files on November 15, 2023. Shipley replied that she would send some of the files by overnight delivery service, and she would send the remaining files the next day.
27. The Division again did not receive all the subpoenaed files Shipley said she would send. On November 20, 2023, the Division emailed Shipley about the missing files. Shipley did not reply to this message and ceased responding to the Division.
28. Of the five files the Director subpoenaed, Shipley only provided one, for file number 2203-0178.
29. The records for file number 2203-0178 include a transactions history for Mercer County Title’s escrow account and copies of a general warranty deed and deed of trust filed with the Mercer County Recorder of Deeds.
30. The records for file number 2203-0178 reflect a real estate settlement or closing. The general warranty deed describes real property corresponding to the property address for file number 2203-0178 and was executed by the grantors on May 13, 2022. This is the same date as the deed of trust for the same property, and it is the date of the promissory note signed by the borrower. May 13, 2022, is also the same date of several transactions shown on the Mercer County Title escrow account transaction history for file number 2203-0178, including the date that \$62,875.76 was wired into the escrow account, a check for \$57,134.37 was written from the escrow account to the grantors, a check was written from the escrow account to a real estate firm, a disbursement was made from the escrow account to WFG National Title with the note “WFG PREMIUMS,” and a disbursement was made from the escrow account to “Mercer County Register [sic] of Deeds.”

31. By May 13, 2022, all conditions precedent for the real estate closing for file number 2203-0178 were completed, but Shipley did not present the deed of trust for recording until June 10, 2022. File number 2203-0178 contained no instructions directing Shipley to *not* record the deed of trust within five business days.
32. The \$62,875.76 wire transfer into the escrow account for file number 2203-0178 did not clear the escrow account until May 31, 2022. Without the wire transfer, the escrow account would not have had a sufficient funds for file number 2203-0178 to make the payments or disbursements on May 13, 2022, including the \$57,134.37 that was written from the account to the grantors of the real estate for file number 2203-0178.

CONCLUSIONS OF LAW

33. Section 374.210.2(7) RSMo (2016)¹ states, in relevant part, “The director may . . . refuse any license . . . issued by the director to any person who . . . refuses to . . . produce records, or does not obey a subpoena.”
34. Section 375.015.1 states, in relevant part,

Before approving the application [for a resident insurance producer license], the director shall find that the individual:

. . . .

 - (2) Has not committed any act that is a ground for denial, suspension or revocation set forth in section 375.141[.]
35. 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:

. . . .

 - (2) Violating any insurance laws, or violating any regulation, subpoena or order of the director . . . [;]

. . . .

¹ All civil statutory references are to the Revised Statutes of Missouri (2016) unless otherwise indicated.

(8) [D]emonstrating incompetence . . . in the conduct of business in this state[; or]

....

(12) Knowingly acting as an insurance producer when not licensed

36. Section 381.026.1 states, “The settlement agent shall present for recording all deeds and security instruments for real estate closings handled by it within five business days after completion of all conditions precedent thereto unless otherwise instructed by all of the parties to the transaction.”

37. Section 381.031 RSMo Supp. 1999² (emphasis omitted) states, in relevant part,

As used in sections 381.011 to 381.241, the following terms mean:

....

(3) “Approved attorney”, an attorney at law who is not an agent or employee of a title insurer, and whose certification as to status of title a title insurer is willing to accept as the basis for issuance of its title insurance policy;

....

(17) “Title agent” or “title insurance agent”, any authorized agent of a title insurer or representative of the title agent or agency, who acts as a title agent in the solicitation of, negotiation for, or procurement or making of any title insurance contract. The following persons are not title agents or title insurance agents:

(a) Approved attorneys;

² Section 381.031 RSMo Supp. 1999 was the version in effect when that section was repealed by SB 894 (2000). However, the Missouri Supreme Court determined SB 894 was unconstitutional and “invalidate[d] SB 894 in its entirety.” *Home Builders Ass’n of Greater St. Louis v. State*, 75 S.W.3d 267, 272 (Mo. 2002). Once the Missouri Supreme Court held SB 894 unconstitutional and invalidated it, the repealed version of section 381.031 came back into effect. *See State ex rel. SSM Health Care St. Louis v. Neill*, 78 S.W.3d 140, 143 (Mo. 2002) (“Once *St. Louis Health Care Network* held the repealing act unconstitutional, the repealed version of section 355.176 came back into effect.”); *see also Dir. of Dep’t of Ins., Fin. Institutions & Pro. Registration, Petitioner, vs. Titan Title & Closing of Missouri, LLC, Respondent.*, Mo. Admin. 10-0490 DI (Nov. 15, 2010) (“S.B. 894 repealed §§ 381.031 and 381.141; but, having been repealed by an unconstitutional measure, §§ 381.031 and 381.141 remain valid.”).

(b) Salaried officers or employees of title insurers, title agents or title insurance agencies who do not do any of the following:

- a. Establish premiums for policies of title insurance;
- b. Determine insurability; or
- c. Issue commitments, policies or other contracts of title insurance;

(18) "Title insurance agency" or "agency", any individual transacting or doing business under any name other than his true name, any partnership, unincorporated association or corporation, transacting or doing business with the public or title insurance companies as a title insurance agent;

(19) "Title insurance business" or "business of title insurance" means:

....

(b) Transacting or proposing to transact by a title insurer, title agency, or title agent any of the following activities when conducted or performed by a title agent, title agency, or title insurer in conjunction with the issuance of its title insurance:

- a. Soliciting or negotiating the issuance of a title insurance policy;
- b. Guaranteeing, warranting, or otherwise insuring the correctness of title searches;
- c. Handling of escrows, settlements, or closings;
- d. Execution of title insurance policies, reports, commitments, binders, and endorsements;
- e. Effecting contracts of reinsurance; or
- f. Abstracting, searching, or examining titles;

....

(20) "Title insurer", a company organized under laws of this state for the purpose of transacting as insurer the business of

title insurance and any foreign or alien title insurer engaged in this state in the business of title insurance as insurer

38. Section 381.038.3 states, in relevant part, “A title insurer, title agency, or title agent shall promptly issue each title insurance policy within forty-five days after compliance with the requirements of the commitment for insurance, unless special circumstances as defined by rule delay the issuance.”

39. Section 381.115 states, in relevant part,

1. It is unlawful for any person to transact the business of title insurance unless authorized as a title insurer, title agency or title agent.

2. It is unlawful for any person to transact business as:

(1) A title agency, unless the person is a licensed business entity insurance producer under subsection 2 of section 375.015; or

(2) A title agent, unless the person is a licensed individual insurance producer under subsection 1 of section 375.015 or is exempt from licensure under subsection 3 of this section.

3. A salaried employee of a title insurer, title agency, or title agent is exempt from licensure as a title agent if the employee does not materially perform or supervise others who perform any of the following:

(1) Sell, solicit, or negotiate a title insurance policy or closing protection letter;

(2) Calculate premiums for a title insurance policy or closing protection letter;

(3) Determine insurability;

(4) Establish, calculate, or negotiate title charges;

(5) Conduct title search or examinations;

(6) Execute title insurance policies, commitments, binders or endorsements; or

(7) Handle escrows, settlements, or closings.

40. For purposes of section 381.412 (referenced below), section 381.410(2) defines “certified funds” as “United States currency, funds conveyed by a cashier's check, certified check, teller’s check, as defined in Federal Reserve Regulations CC, or wire transfers, including written advice from a financial institution that collected funds have been credited to the settlement agent's account.”

41. Section 381.412.2 states as follows,

It is unlawful for any title insurer, title agency, or title agent, as defined in section 381.009*,^[3] to make any payment, disbursement or withdrawal from an escrow account which it maintains as a depository of funds received from the public for the settlement of real estate transactions unless a corresponding deposit of funds was made to the escrow account for the benefit of the payee or payees:

(1) At least ten days prior to such payment, disbursement, or withdrawal; or

(2) Which consisted of certified funds; or

(3) Consisted of a check made exempt from this section by the provisions of subsection 1 of this section.

42. Administrative rule 20 CSR 500-7.090 states, in relevant part,

(1) “Meeting the requirements,” means the receipt of documents or completion of tasks set out in the requirements section of the commitment or Schedule B-1; or, if the commitment does not have requirements, then receipt of documents and/or completion of tasks required by the closing instructions to create the estate to be insured.

(2) A title policy must be issued within forty-five (45) days after meeting the requirements of the commitment, except in the following circumstances:

³ For this asterisk, the Revisor of Statutes notes that “Section 381.009 was repealed by S.B. 66, 2007.” In fact, section 381.009 was enacted as part of SB 894 (2000), which, as noted previously, the Supreme Court declared unconstitutional and invalidated it in its entirety in 2002. After this occurred, section 381.009 was not reenacted before SB 66 (2007) was enacted.

(A) The title insurer, title agency or title agent has filed, in the office of the recorder of deeds, the deed and/or security instruments, but the deed and/or security instruments have not yet been recorded; or

(B) Commitment, policy, recording costs, and other fees have not been paid to the title agent or agency; or

(C) Commitment, policy, recording costs, and other fees have not been paid to the insurer if the policy is to be issued directly by the insurer.

(3) A title insurer, title agency or title agent has the burden of proving any exception under this rule.

43. The Director may refuse to renew Shipley's insurance producer license under sections 375.141.1(2) and 374.210.2(7) because Shipley violated and did not obey the Director's subpoena duces tecum. The subpoena directed Shipley to produce, among other records, copies of five files, and Shipley only produced one.
44. The Director may refuse to renew Shipley's insurance producer license under section 375.141.1(2) because Shipley violated an insurance law. Specifically, Shipley violated section 381.115.1 by transacting the business of title insurance without being authorized as a title insurer, title agency, or title agent. Shipley transacted the business of title insurance because she handled escrows, settlements, or closings. Shipley was not a title insurer because she is an individual and not a company, and she was not authorized as a title insurer because she was not duly licensed by the Director. Shipley was not a title agency because she is an individual and not a business entity, and she was not authorized as a title agency because she was not a licensed business entity insurance producer under section 375.015.2. Shipley, who was not an attorney, was not authorized as a title agent because, after October 14, 2022, she was not a licensed individual insurance producer under 375.015.1 nor exempt from licensure under section 381.115.3, when she handled escrows, settlements, or closings.
45. Shipley also transacted the business of title insurance without being authorized as a title insurer, title agency, or title agent because she abstracted, searched, or examined titles without the necessary licensure. This provides an additional ground for the Director to refuse to renew Shipley's insurance producer license under section 375.141.1(2) for a violation of section 381.115.1.
46. Shipley also transacted the business of title insurance without being authorized as a title insurer, title agency, or title agent because she sold or negotiated the issuance of title insurance policies without the necessary licensure. This provides an

additional ground for the Director to refuse to renew Shipley's insurance producer license under section 375.141.1(2) for a violation of section 381.115.1.

47. The Director may also refuse to renew Shipley's insurance producer license under section 375.141.1(2) because Shipley violated an additional insurance law. Specifically, Shipley violated section 381.115.2(2) by transacting business as a title agent without being a licensed individual insurance producer under section 375.015.1 or exempt from licensure under 381.115.3. Shipley, who was not an attorney, transacted business as a title agent by issuing policies of title insurance after her license expired on October 14, 2022.
48. After her individual insurance producer license expired on October 14, 2022, Shipley also transacted business as a title agent because she determined insurability for title insurance policies without being a licensed individual insurance producer under section 375.015.1 or exempt from licensure under 381.115.3. This provides an additional ground for the Director to refuse to renew Shipley's insurance producer license under section 375.141.1(2) for a violation of section 381.115.2.
49. After her individual insurance producer license expired on October 14, 2022, Shipley also transacted business as a title agent because she conducted title searches or examinations without being a licensed individual insurance producer under section 375.015.1 or exempt from licensure under 381.115.3. This provides an additional ground for the Director to refuse to renew Shipley's insurance producer license under section 375.141.1(2) for a violation of section 381.115.2.
50. After her individual insurance producer license expired on October 14, 2022, Shipley also transacted business as a title agent because she handled escrows, settlements, or closings without being a licensed individual insurance producer under section 375.015.1 or exempt from licensure under 381.115.3. This provides an additional ground for the Director to refuse to renew Shipley's insurance producer license under section 375.141.1(2) for a violation of section 381.115.2.
51. The Director may also refuse to renew Shipley's insurance producer license under section 375.141.1(2) because Shipley violated an additional insurance law. Specifically, Shipley violated section 381.115.2(1) by transacting business as a title agency, or materially aiding or abetting the transaction of business as a title agency, without Mercer County Title being a licensed business entity insurance producer under section 375.015.2. Shipley owns, and was the qualified principal for, Mercer County Title. Acting on behalf of Mercer County Title, Shipley transacted business as a title agency by determining insurability for title insurance policies. Shipley did these things after Mercer County Title's business entity insurance producer license expired on January 6, 2023.

52. After Mercer County Title's business entity insurance producer license expired on January 6, 2023, Shipley also transacted business as a title agency, or materially aided or abetted the transaction of business as a title agency, by issuing title insurance policies on behalf of Mercer County Title. This provides an additional ground for the Director to refuse to renew Shipley's insurance producer license under section 375.141.1(2) for a violation of section 381.115.2(1).
53. After Mercer County Title's business entity insurance producer license expired on January 6, 2023, Shipley also transacted business as a title agency, or materially aided or abetted the transaction of business as a title agency by selling, soliciting, or negotiating title insurance policies on behalf of Mercer County Title. This provides an additional ground for the Director to refuse to renew Shipley's insurance producer license under section 375.141.1(2) for a violation of section 381.115.2(1).
54. After Mercer County Title's business entity insurance producer license expired on January 6, 2023, Shipley also transacted business as a title agency, or materially aided or abetted the transaction of business as a title agency, by establishing, calculating, or negotiating title charges on behalf of Mercer County Title. This provides an additional ground for the Director to refuse to renew Shipley's insurance producer license under section 375.141.1(2) for a violation of section 381.115.2(1).
55. After Mercer County Title's business entity insurance producer license expired on January 6, 2023, Shipley also transacted business as a title agency, or materially aided or abetted the transaction of business as a title agency, by handling escrows, settlements, or closings on behalf of Mercer County Title. This provides an additional ground for the Director to refuse to renew Shipley's insurance producer license under section 375.141.1(2) for a violation of section 381.115.2(1).
56. After Mercer County Title's business entity insurance producer license expired on January 6, 2023, Shipley also transacted business as a title agency, or materially aided or abetted the transaction of business as a title agency, by abstracting, searching, or examining titles and conducting title searches or examinations on behalf of Mercer County Title. This provides an additional ground for the Director to refuse to renew Shipley's insurance producer license under section 375.141.1(2) for a violation of section 381.115.2(1).
57. The Director may also refuse to renew Shipley's insurance producer license under section 375.141.1(2) because Shipley violated an additional insurance law. Specifically, Shipley violated section 381.026.1 by not presenting a deed of trust for recording within five business days after completion of all conditions precedent for a real estate closing handled by her, and without being instructed by all of the parties to the transaction to not record the deed of trust within five business days.

58. The Director may also refuse to renew Shipley's insurance producer license under section 375.141.1(2) because Shipley violated an additional insurance law. Specifically, Shipley violated section 381.412.2 when she made payments or disbursements from Mercer County Title's escrow account on the same day that a corresponding deposit of funds in the form of a wire transfer was made into the account for the benefit of the disbursement payees. At the time the payments or disbursements were made, the wire transfer did not consist of "certified funds" because it did not include written advice from a financial institution that collected funds had been credited to Mercer County Title's escrow account. The wire transfer did not include such written advice because the wire transfer did not clear the bank until several days later.
59. The Director may also refuse to renew Shipley's insurance producer license under section 375.141.1(2) because Shipley violated an additional insurance law, as well as a regulation of the Director. Specifically, Shipley violated 381.038.3 and 20 CSR 500-7.090 by failing to promptly issue each title insurance policy within 45 days after compliance with and meeting the requirements of the commitment for insurance, even though special circumstances as defined by 20 CSR 500-7.090(2) did not exist to justify the delay.
60. The Director may also refuse to renew Shipley's insurance producer license under section 375.141.1(8) because Shipley demonstrated incompetence in the conduct of business in this state. Shipley demonstrated incompetence by transacting the business of title insurance and transacting business as a title agent after October 14, 2022, for several months without being aware that her insurance producer license had expired and that she was not exempt from licensure. Shipley also demonstrated incompetence by transacting business as a title agency for several months without being aware that Mercer County Title's business entity producer license had expired on January 6, 2023.
61. In the alternative to the ground for refusal under section 375.141.1(8), the Director may refuse to renew Shipley's insurance producer license under section 375.141.1(12) because Shipley knowingly acted as an insurance producer when not licensed. Shipley acted as an insurance producer by selling, soliciting, or negotiating title insurance after her insurance producer license expired on October 14, 2022. Shipley also acted as an insurance producer by selling, soliciting, or negotiating title insurance after Mercer County Title's business insurance producer license expired on January 6, 2023. Shipley did these things while she was aware that she and Mercer County Title were not licensed.
62. The above-described instances are each separate and sufficient grounds upon which the Director may refuse to renew Shipley's resident insurance producer license.

63. The Director has considered Shipley's history and all of the circumstances surrounding Shipley's Application, and exercises her discretion to refuse to renew Shipley's insurance producer license.
64. The requested Order is in the public interest.

ORDER

IT IS THEREFORE ORDERED that the insurance producer license Application of **Fonda Lynn Shipley** is hereby **REFUSED**.

SO ORDERED.

WITNESS MY HAND THIS 22nd DAY OF April, 2024.





CHLORA LINDLEY-MYERS
DIRECTOR

NOTICE

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

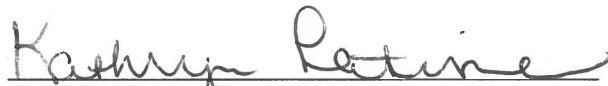
You may request a hearing in this matter. You may do so by filing a complaint with the Administrative Hearing Commission of Missouri, P.O. Box 1557, Jefferson City, Missouri, within 30 days after the mailing of this notice pursuant to Section 621.120, RSMo. Pursuant to 1 CSR 15-3.290, unless you send 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 23rd day of April 2024, a copy of the foregoing Order and Notice was served upon the Applicant in this matter by UPS, signature required, at the following address:

Fonda Lynn Shipley
604 1/2 West Main Street
Princeton, MO 64673

Tracking No. 1Z0R15W84292668791



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