STATE OF MISSOURI

DEPARTMENT OF COMMERCE AND INSURANCE

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

DIRECTOR OF THE DEPARTMENT OF COMMERCE AND INSURANCE, STATE OF MISSOURI,

Petitioner,

v.

ZACHARY LANCE DOLES,

Respondent.

DCI Case No. 2603102885H
AHC Case No. 25-1396

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF REVOCATION

Based on the competent and substantial evidence on the whole record, I, Angela L. Nelson, Director of the Missouri Department of Commerce and Insurance ("Director" of the "Department") issue the following Findings of Fact, Conclusions of Law, and Order of Revocation in this matter.

I. FINDINGS OF FACT

1. Angela L. Nelson is the duly appointed Director of the Department whose duties, under Chapters 374 and 375, RSMo, include the supervision, regulation, and discipline of insurance producers in the State of Missouri.

2. Zachary Lance Doles ("Doles") is a Kentucky resident with a reported residential, mailing, and business address of 128 Jacob Lane, South Shore, Kentucky 41175-8756. At most times relevant to this investigation, he was not licensed as a non-resident insurance producer in Missouri.[1]

3. On March 8, 2024, a Missouri consumer (the "Consumer") submitted a Consumer Complaint ("Complaint") to the Department regarding Nicholas Crawford ("Crawford") and Crawford's attempt to sell a mortgage protection life insurance policy to the Consumer.

4. According to the Complaint, Crawford contacted the Consumer in January 2024 offering to provide the Consumer with a mortgage protection life insurance policy that would cover the full amount of the Consumer's mortgage.

5. Crawford advised the Consumer that he found a policy issued by Cincinnati Equitable Life Insurance Company ("Cincinnati Equitable") for $160,000.00 coverage at a monthly premium of $113.00. The Consumer purchased the policy offered by Crawford but never received a written policy from Cincinnati Equitable.

[1] The complaint and most of the investigation occurred between March 8, 2024 and April 4, 2024. Doles submitted his application for non-resident insurance producer license on June 12, 2024 and submitted the Voluntary License Surrender form on July 17, 2024.

6. The Consumer contacted Crawford about the status of his policy. Crawford told him that Cincinnati Equitable was having trouble with its system but the policy should be coming.

7. When he did not receive the promised policy, the Consumer contacted Cincinnati Equitable directly and learned the following: (1) it was Doles, not Crawford, that prepared and submitted the application to Cincinnati Equitable; (2) the application and policy listed a Kentucky address and telephone number for the Consumer; and, (3) the policy had a face amount of $15,000.00. The address provided for the Consumer on the application was 1708 Tygarts Creek, South Shore, Kentucky 41175. Cincinnati Equitable explained to the Consumer that the insurance policy was mailed to the Kentucky address. The Consumer also learned that Doles' appointment as an insurance producer for Cincinnati Equitable had been terminated.

8. Cincinnati Equitable canceled the insurance policy and refunded the two premium payments that had been deducted from the Consumer's account.

9. The Consumer never spoke with Doles and was unaware of his role in the sale and/or negotiation of the insurance policy until he was informed of that fact by the Cincinnati Equitable representative during their conversation.

10. On March 8, 2024, the Consumer filed a complaint with the Department's Consumer Affairs Division (the "Division"). Angie Gross ("Gross"),

Special Investigator with the Division, was assigned to investigate the Consumer's complaint.

11. Gross learned that Crawford had a resident insurance producer license from the State of Massachusetts and a non-resident insurance producer license from the State of Missouri. She also learned that Cincinnati Equitable did not have a certificate of authority to do the business of insurance in Missouri but did have a certificate of authority in Kentucky.

12. As part of her investigation Gross contacted Doles (by email on March 13, 2024), Crawford (by email on March 12, 2024), and Cincinnati Equitable (by email on March 12, 2024), requesting information from each of them about the Consumer's complaint.

13. Crawford responded to Gross' email on March 12, 2024 and provided some of the information Gross had requested. He told Gross that he initially made contact with the Consumer on December 30, 2023, through a mortgage protection mailer. When contacted by the Consumer, Crawford was unable to provide the coverage the Consumer was looking for through Crawford's carriers, so he contacted Doles. Crawford included a screen shot of a text message from Doles to Crawford, and Crawford's response. In that text, Doles provided information on some different policy options for the Consumer, including a universal life policy option for the $160,000.00 face amount at a monthly premium of $113.95.

14. On March 22, 2024, Cincinnati Equitable responded to Gross' March 12, 2024 email. It provided information regarding the insurance policy it issued to the Consumer on January 18, 2024, including copies of the insurance application it received from Doles, and the insurance policy issued to the Consumer, which was written based on the allegations in the application prepared by Doles.

15. The January 18, 2024 application that Doles prepared and sent to Cincinnati Equitable provided a Kentucky address for the Consumer's residence. The application also included inaccurate information regarding the Consumer's medical condition. The application was, allegedly, electronically signed by the Consumer in South Shore, Kentucky, and by Doles.

16. Cincinnati Equitable explained to Gross that it primarily sells pre-need life insurance products through funeral homes but also sells a whole life final expense insurance policy through independent producers. The whole life final expense life insurance policies are issued for face amounts ranging from $2,000 to $35,000.

17. Cincinnati Equitable never appointed Crawford to sell its products in any state.

18. Effective March 4, 2024, Cincinnati Equitable terminated Doles' appointment to sell Cincinnati Equitable's life insurance products for cause.

19. On April 5, 2024, Crawford sent another email to Gross with additional information about the transaction, again including screenshots of text messages between he and Doles regarding the Consumer, other consumers located in other jurisdictions, and commissions for insurance policies sold by Crawford and Doles.

20. According to Crawford, he and Doles first spoke on November 17, 2023, because Crawford sold an insurance policy to a Kentucky consumer that Doles apparently believed was his client. Doles called Crawford to discuss the sale.

21. According to Crawford, he and Doles did not have a contractual relationship.

22. According to Crawford, Doles told Crawford that Doles was appointed by insurers who could offer consumers higher policy amounts at better premium rates and that Doles would obtain appointments for Crawford with those insurers.

23. When Crawford was unable to find a policy for a consumer with one of the insurers by whom he'd been appointed at the amount or rate requested by the consumer, Crawford would contact Doles to see if Doles was able to find a policy for the consumer.

24. On July 16, 2024, Crawford sent a third email to Gross with additional information and screenshots of text messages between Crawford and Doles. One of the screenshots included a form Crawford used to take down information from the

Consumer for the insurance application. It included the Consumer's address in Missouri as well as some of the Consumer's medical history.

25. When she did not receive a timely response from Doles by email, on April 4, 2024, Gross sent an inquiry letter, by regular mail postage prepaid and attached to an email. Gross sent the inquiry letter pursuant to 20 CSR 100-4.100(2)(A), which requires a response within twenty days.

26. Doles did not respond to the April 4, 2024 inquiry letter within the twenty days and did not offer a reasonable justification for any delay.

27. Regardless, on June 12, 2024, Doles submitted an electronic application for a non-resident insurance producer license to the Director.

28. The Director issued Doles a non-resident insurance producer license, license number 3003137133, National Producer Number 19906781, on June 12, 2024 with an expiration date of September 13, 2026.

29. On July 16, 2024, Gross spoke with Doles by telephone. After the call, Gross sent Doles a copy of the April 4, 2024 inquiry letter and a Voluntary License Surrender form.

30. On July 17, 2024, Doles returned the completed Voluntary License Surrender form and provided some of the information requested in the April 4, 2024 inquiry letter. The Order acknowledging Doles' voluntary surrender was signed by the Director on July 22, 2024.

31. Among other things, Doles maintained in his July 19, 2024 email and in a later July 30, 2024 email, that once he added the Consumer's social security number to the Cincinnati Equitable electronic application for the insurance policy, the Cincinnati Equitable system automatically added an electronic signature for the Consumer/Applicant.

32. A Cincinnati Equitable representative stated, in contrast, that Cincinnati Equitable requires its applicants to sign the insurance application. Cincinnati Equitable uses a third-party vendor to obtain electronic signatures. The applicant, not the insurance producer, enters his last name and the last four digits of his social security number on a form to create the digital signature.

33. The Consumer did not sign the January 18, 2024 insurance application and did not utilize the third-party vendor to enter his last name and the last four digits of his social security number on the form.

34. Doles filled out the January 18, 2024 insurance application, provided a Kentucky address instead of the correct Missouri address, and caused the application to be signed using the social security number the Consumer provided to Crawford and that Crawford provided to Doles.

35. Doles never spoke to or corresponded with the Consumer.

II. PROCEDURAL HISTORY

36. On October 16, 2025, the Director filed her Complaint in this matter,

seeking a finding from the Administrative Hearing Commission (the "Commission") that cause exists to discipline Respondent's non-resident insurance producer license.

37. On January 15, 2026, the Commission entered its "default decision against Respondent [Doles] establishing that the Petitioner is entitled to the relief requested in the Complaint."

38. On March 9, 2026, the Commission sent its Certified Record to the Director. § 621.110.

39. The Director then entered her Order setting the matter for a hearing on June 22, 2026, to determine what discipline, if any, to impose on Doles.

40. Doles did not appear at the June 22, 2026 hearing. Senior Counsel Shelley A. Woods appeared on behalf of the Division, and Angie Gross, Senior Regulatory Auditor for the Consumer Affairs Division, testified.

41. During the hearing, the Division's counsel presented evidence that was admitted. The Hearing Officer also took official notice of the Commission's Certified Record for the hearing record.

42. At the close of the Hearing, based on the evidence offered and entered into the record, counsel for the Division requested that the Director enter her Order revoking Doles' insurance producer license.

43. The Hearing Officer provided Petitioner with the opportunity to file

proposed findings of fact, conclusions of law, and order within 30 days of the date of the Hearing. On July 10, 2026, the Division filed its Proposed Findings of Fact, Conclusions of Law, and Order.

III. CONCLUSIONS OF LAW

Section 621.110 outlines the procedure the Department must take once the Commission finds cause to discipline a license. Specifically, the statute provides, in relevant part:

> Upon a finding in any cause charged by the complaint for which the license may be suspended or revoked as provided in the statutes and regulations relating to the profession or vocation of the licensee … the commission shall deliver or transmit by mail to the agency which issued the license the record and a transcript of the proceedings before the commission together with the commission's findings of fact and conclusions of law. The commission may make recommendations as to appropriate disciplinary action but any such recommendations shall not be binding upon the agency. … Within thirty days after receipt of the record of the proceedings before the commission and the findings of fact, conclusions of law, and recommendations, if any, of the commission, the agency shall set the matter for hearing upon the issue of appropriate disciplinary action and shall notify the licensee of the time and place of the hearing[.] … The licensee may appear at said hearing and be represented by counsel. The agency may receive evidence relevant to said issue from the licensee or any other source. After such hearing the agency may order any disciplinary measure it deems appropriate and which is authorized by law.

Where an agency seeks to discipline a license, the Commission "finds the predicate facts as to whether cause exists" for the discipline, and then the agency "exercises final decisionmaking authority concerning the discipline to be imposed."

Bd. of Reg. for the Healing Arts v. Trueblood, 368 S.W.3d 259, 268 (Mo. App. 2012), *citing Tendai v. Bd. of Reg. for the Healing Arts*, 161 S.W.3d 358, 364-65 (Mo. banc 2005), *overruled on other grounds, Albanna v. Bd. of Reg. for the Healing Arts*, 293 S.W.3d 423, 428 n.2 (Mo. banc 2009). *See also*, § 621.110.

Section 374.051.2, relating to a proceeding to revoke or suspend a license, states in relevant part:

> If a proceeding is instituted to revoke or suspend a license of any person under sections 374.755, 374.787, and 375.141, the director shall refer the matter to the administrative hearing commission by directing the filing of a complaint. The administrative hearing commission shall conduct hearings and make findings of fact and conclusions of law in such cases. The director shall have the burden of proving cause for discipline. If cause is found, the administrative hearing commission shall submit its findings of fact and conclusions of law to the director, who may determine appropriate discipline.

The Director has discretion to discipline Doles' non-resident insurance producer license, including the discretion to revoke such license. §§ 374.051.2, 375.141, and 621.110. "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. 1984).

The fact that Doles voluntarily surrendered his license does not deprive the Director of jurisdiction to discipline his license. Section 375.141.4 provides that "[t]he director may also revoke or suspend pursuant to subsection 1 of this section any license issued by the director where the licensee has failed to renew or has surrendered such license."

A. Counts I, II, III, and VIII (Violating an Insurance Law)

Section 375.141.1(2) provides: "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 or of another insurance commissioner in any other state[.]"

Section 375.144(4) provides: "It is unlawful for any person, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, to: ... (4) Engage in any act, practice, or course of business which operates as a fraud or deceit upon any person."

Section 375.934(1) provides: "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[.]"

Section 375.936 provides, in pertinent part:

> 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:
>
> * * *

> (6) **"Misrepresentation and false advertising of insurance policies"**, making, issuing circulating, or causing to be made, issued or circulated, any estimate, illustrations, circular or statement, sales presentation, omission, or comparison which:
>
> (a) Misrepresents the benefits, advantages, conditions, or terms of any policy; [or]
>
> * * *
>
> (f) Is a misrepresentation for the purpose of inducing or tending to induce the purchase, lapse, forfeiture, exchange, conversion, or surrender of any policy, including an intentional misquote of a premium rate.
>
> (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[.]

Rule 20 CSR 100-4.100(2)(A) is a regulation promulgated by the Director and found in the Missouri Code of State Regulations. It provides, in pertinent part:

> Upon receipt of any inquiry from the division, every person shall mail to the division an adequate response to the inquiry within twenty (20) days from the date the division mails the inquiry. When the requested response is not produced by the person within twenty (20) days, this nonproduction shall be deemed a violation of this rule, unless the person can demonstrate that there is reasonable justification for that delay.

Doles' non-resident insurance producer license is subject to discipline under § 375.141.1(2) for violating § 375.144(4), an insurance law, because Doles, in connection with the offer, sale, solicitation, or negotiation of insurance, directly or indirectly, "engaged in any act, practice, or course of business which operates as a fraud or deceit upon any person." Doles misquoted the premium rate to the Consumer, misrepresented the Consumer's address on the policy application, misrepresented the Consumer's medical history, misrepresented the face amount of the insurance policy, and signed the policy application without prior authorization from the Consumer.

Doles' non-resident individual insurance producer license may be disciplined for committing an unfair trade practice under § 375.936(6), in violation of § 375.934, which constitutes grounds under § 375.141.1(2) for violating insurance laws, because Doles engaged in the unfair trade practice of misrepresentation and false advertising in insurance applications, as defined in § 375.936, by misrepresenting the terms of the policy and by intentionally misquoting a premium rate, in conscious disregard of §§ 375.930 to 375.948.

Doles' non-resident individual insurance producer license may be disciplined for committing an unfair trade practice under § 375.936(7), in violation of § 375.934, which constitutes grounds under § 375.141.1(2) for violation of insurance laws, because Doles engaged in the unfair trade practice of making false or fraudulent statements or representations on or relative to an application for a policy by misrepresenting the address of the Consumer, the medical history of the Consumer, the premium charged, and the amount of the policy for obtaining a fee, commission, money, or other benefit from any insurer, agency, broker, or other person, in conscious disregard of §§ 375.930 to 375.948.

Doles' non-resident insurance producer license may be disciplined under § 375.141.1(2) because Doles violated 20 CSR 100-4.100(2)(A) when he failed to respond to an inquiry from the Division within twenty days from the date the Division mailed the inquiry. Gross sent Doles the inquiry letter on April 4, 2024. Doles failed to respond to the inquiry letter and failed to demonstrate that he had reasonable justification for delaying his response.

B. Count IV (Intentionally Misrepresenting the Terms of an Insurance Contract)

Section 375.141.1(5) provides: "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: ... (5) Intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance[.]"

Doles' non-resident insurance producer license may be disciplined under § 375.141.1(5) for intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance by misrepresenting the consumer's address, medical history, the face amount of the proposed insurance contract, and the amount of premium charged.

C. Count V (Using Fraudulent or Dishonest Practices or Demonstrating Incompetence, Untrustworthiness, or Financial Irresponsibility)

Section 375.141.1(8) provides: "The director may suspend, revoke, or refuse to issue or renew an insurance producer license for any one or more of the following causes: ... (8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere[.]"

Doles' non-resident individual insurance producer license may be disciplined under § 375.141.1(8) for using fraudulent or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this state or elsewhere because he misrepresented the Consumer's address and medical history on the insurance application, misrepresented the face amount of the proposed insurance contract and the premium charged, failed to contact the Consumer regarding the proposed insurance contract, used an insurer not authorized to sell insurance in Missouri, and signed the insurance application on behalf of the Consumer without authorization from the Consumer.

D. Count VI (Signing Without Authorization)

Section 375.141.1(10) provides: "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: ... (10) Signing the name of another to an application for insurance or to any document related to an insurance transaction without authorization[.]"

Doles' non-resident insurance producer license may be disciplined pursuant to § 375.141.1(10) because Doles signed the Consumer's name to an application for insurance without first having authorization from the Consumer to do so.

E. Count VII (Selling Insurance When Not Licensed to act as an Insurance Producer in Missouri)

Section 375.141.1(12) provides: "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: ... (12) Knowingly acting as an insurance producer when not licensed or accepting insurance business from an individual knowing that person is not licensed[.]"

Doles' non-resident insurance producer license may be disciplined pursuant to § 375.141.1(12) because Doles knowingly acted as an insurance producer for a Missouri consumer when not licensed to act as an insurance producer in Missouri.

Finally, the Commission's Default Decision found that "Petitioner is entitled to the relief requested in the complaint." The Department requested that the Commission find that cause exists to discipline Doles' non-resident insurance producer license and the Commission so found.

The evidence produced during the June 22, 2026 Disciplinary Hearing demonstrates that the appropriate discipline is the Revocation of Respondent's non-resident insurance producer license.

ORDER

Based on the foregoing findings and conclusions, the Missouri non-resident insurance producer license of Zachary Lance Doles (License No. 3003137133, NPN 19906781) is hereby **REVOKED**.

SO ORDERED, SIGNED, AND OFFICIAL SEAL AFFIXED THIS 17th **DAY OF** September**, 2026.**

Angela L. Nelson, Director
Missouri Department of
Commerce and Insurance

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was sent, via UPS, signature required, on the 21st day of September, 2026, to:

Zachary Lance Doles
128 Jacob Lane
South Shore, Kentucky 41175-8756

Tracking No. 1Z0R15W84291183342

and hand-delivered and emailed to:

Shelley A. Woods
301 West High Street, Room 530
Jefferson City, MO 65101
Shelley.woods@insurance.mo.gov

Kathryn Latimer

Kathryn Latimer
Paralegal
Missouri Department of Commerce
and Insurance
301 West High Street, Room 530
Jefferson City, MO 65101
Tel: (573) 751-6515
Fax: (573) 526-5492
Kathryn.latimer@insurance.mo.gov