STATE OF MISSOURI

DEPARTMENT OF COMMERCE AND INSURANCE

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

IN RE:	)	
	)	**Case No. 22507220880S**
RENE XUAN DO,	)	
	)	
Respondent.	)	

CONSENT ORDER

ANGELA L. NELSON, Director of the Missouri Department of Commerce and Insurance, takes up the above matter for consideration and disposition. The Consumer Affairs Division of the Department's Insurance Divisions, through counsel, and Rene Xuan Do have reached a settlement in this matter and have agreed to the issuance of this Consent Order.

FINDINGS OF FACT

1. Angela L. Nelson is the duly appointed Director of the Missouri Department of Commerce and Insurance ("Director" of the "Department") whose duties, pursuant to, among others, Chapters 374 and 375, RSMo,[1] include the supervision, regulation, and discipline of insurance producers.

[1] All references to the Revised Statutes of Missouri are to RSMo 2016 unless otherwise noted.

2. The Consumer Affairs Division ("Division") of the Department has the duty of conducting investigations into the conduct of insurance producers pursuant to the insurance laws of Missouri and has been authorized by the Director to investigate and initiate actions to enforce the insurance laws of Missouri, including insurance producer license discipline.

3. On or about April 16, 2024, American Economy Insurance Company, a subsidiary of Safeco Insurance, a Liberty Mutual Company ("Safeco"), submitted a Uniform Suspected Insurance Fraud Reporting Form ("Fraud Report") to the Department.

4. According to the Fraud Report, Safeco discovered that Rene Xuan Do ("Do") was using the Safeco user identification number issued to Do's sister, Hoang Kim Le ("Le") to request insurance quotes from Safeco. While Le was an authorized Safeco insurance producer, Do was not.

5. On April 2, 2024, Safeco terminated for cause the authority of Le, T3 Insurance, and all producers or sub-producers to write any insurance business pursuant to the Safeco Property & Casualty Agency Agreement on behalf of Safeco.

6. Further, for at least a year, Do re-used the dates of birth and the credit-based insurance scores ("IBS's") of three different Safeco insureds to obtain insurance premium quotes for others. Do re-used the three dates of birth and IBS's to obtain six hundred (600) quotes, which resulted in the issuance of 39 insurance policies.

7. The re-use of the dates of birth and the IBS's is both identity theft and a potential data breach, which may cause multiple hits to the credit of the insureds whose information is being re-used. Further, the manipulation of the IBS scores impacts both the

premium amount and the eligibility of the risks being insured.

8. Le and Do were both members of T3 Insurance, LLC ("T3 Insurance"). T3 Insurance was a licensed business entity insurance producer and designated Le as the licensed individual insurance producer who was to be responsible for compliance with the insurance laws, rules and regulations of this state.[2]

9. The Director first issued Do a resident insurance producer license, license number 116929, National Producer Number 4883624, on September 30, 1998. Do's license expired by its terms on July 4, 2025.

10. Do's reported business, mailing and residential address was 711 NW 52nd Street, Kansas City, Missouri 64118.

11. Le's reported residence and mailing address was 1251 Hyannis Drive, St. Louis, Missouri 63146. Her reported business address was T3 Insurance LLC, 1033 Corporate Square Drive, Number 110, St. Louis, Missouri 63132.

12. T3 Insurance's reported business address was 31 Forum Center, St. Louis, Missouri 63017, and its reported mailing address was 1251 Hyannis Drive, St. Louis, Missouri 63146.

13. Angie Gross ("Gross"), Senior Regulatory Auditor with the Division, investigated the Fraud Report submitted by Safeco.

14. On April 17, 2024, Gross sent Do an email asking for a detailed letter of explanation regarding the allegations in the Fraud Report.

[2] See § 375.015.2, RSMo.

15. Because Gross did not receive any response to her April 17, 2024, email or any reasonable justification for the delay, on May 9, 2024, Gross sent a second email to Do again requesting a detailed response to the allegations in the Fraud Report.

16. Gross did receive emails and a letter from an attorney representing Do, but did not receive a detailed response to her May 9, 2024, email or a reasonable justification for the delay.

17. On September 10, 2024, Gross sent an inquiry letter to Do, T3 Insurance and Do's counsel again requesting a detailed response to certain questions and to provide information regarding Safeco's April 2, 2024, termination for cause.

18. When Gross did not receive any responses to her September 10, 2024, inquiry letter or any reasonable justification for the delay, Gross sent T3 Insurance and Do's counsel an email noting that she was still waiting for a response to her previous correspondence and attaching a Voluntary License Surrender Form for both Do and T3 Insurance.

19. Although Do, through counsel, expressed an interest in signing the Voluntary License Surrender Forms, neither Do nor her counsel provided signed forms, did not offer a detailed response to Gross' repeated requests for information and did not offer a reasonable justification for the delay.

20. On February 3, 2025, the Acting Director issued a subpoena to Do directing Do to appear on February 26, 2025, to answer questions concerning the Safeco Fraud Report, the business practices of T3 Insurance and her compliance with state insurance laws.

21. On February 19, 2025, counsel for Do requested that the subpoena conference be continued to March 20, 2025. In response, the Director revised the subpoena to require Do's appearance to answer questions to March 20, 2025.

22. On March 20, 2025, Do and her counsel attended the subpoena conference and answered question, under oath, posed by Division staff.

23. During the March 20, 2025, subpoena conference, Do admitted to re-using three dates of birth and IBS's multiple times. Do stated that her sister, Le, was not aware of Do's actions.

24. Do also admitted that she used her sister's Safeco user identification number. Do indicated that she and Le believed that Safeco issued Le the user identification number anticipating that both Do and Le would use it.

25. Also on March 20, 2025, Do signed a Voluntary License Surrender Form, surrendering her insurance producer license, license number 116929, national producer number 4883624, to the Department.

26. On March 21, 2025, the Director issued a Voluntary License Surrender Order, acknowledging receipt of Do's March 20, 2025, signed Voluntary License Surrender Form.

27. After March 20, 2025, Do was not licensed to sell, solicit or negotiate insurance in this state.

28. In order to confirm that Do was not selling, soliciting or negotiating insurance in this state after March 20, 2025, Gross conducted additional investigation.

29. Her investigation determined that Do sold, solicited or negotiated two

Progressive Insurance Company ("Progressive") insurance policies after March 20, 2025, one on March 29, 2025, and one on March 24, 2025. According to records maintained by Progressive, on March 29, 2025, and March 24, 2025, Le, acting as agent, sold two policies. Le was the sole producer authorized to act on behalf of Progressive. Do was not so authorized.

30. However, the requests for the quotes and the insurance policy applications came from an internet protocol address in Kansas City, Missouri, not St. Louis, Missouri.

31. Le stated that she did not sell, solicit or negotiate any insurance policies issued by Progressive at that time. In fact, Le stated that she lived and worked in the state of California for much of the year and had done so for a while.

32. Gross additionally discovered that Do sold, solicited or negotiated insurance policies issued by Aegis General Insurance Agency ("Aegis"). According to records maintained by Aegis, one policy was issued on March 10, 2025, with an effective date of March 20, 2025. The second policy was issued on April 4, 2025, and had an effective date, also of April 4, 2025.

33. The agent for the sale of the policies was listed as Le.

34. However, the requests for the quotes and applications for an insurance policy came from an internet protocol address in Kansas City, Missouri, not St. Louis, Missouri.

35. Le stated that she did not sell, solicit or negotiate any insurance policies issued by Aegis at that time. In fact, Le stated that she lived and worked in the state of California for much of the year and had done so for a while.

36. Aegis paid commissions on the sale of the policies to T3 Insurance and/or

Le.

37. Finally, Gross discovered that Do sold, solicited or negotiated an insurance policy issued by The Hartford Insurance Company ("The Hartford"). According to records maintained by The Hartford, one policy was sold, solicited or negotiated by Le on April 25, 2025.

38. However, the requests for a quote and the application for an insurance policy came from an internet protocol address in Kansas City, Missouri, and not St. Louis, Missouri.

39. Le stated that she did not sell, solicit or negotiate any insurance policies issued by The Hartford at that time. In fact, Le stated that she lived and worked in the state of California for much of the year and had done so for a while.

40. The Hartford paid commission on the sale of the policy to T3 Insurance and/or Le.

41. Do and the Department desire to settle the allegations raised by the Division.

42. Do acknowledges and understands that she has the right to consult an attorney at her own expense regarding these matters.

43. On or about February 25, 2026, counsel for the Division provided a written description of the specific conduct for which discipline is being sought and a citation to the law and rules allegedly violated, together with copies of any documents upon which the Division bases the allegations, and the Division's settlement offer, namely, this Consent Order, in accordance with § 621.045.4(1). Counsel for the Division further advised Do that she had sixty (60) days to review the relevant documents and consider the proposed

settlement offer in accordance with § 621.045.4(2).

44. Do admits to the facts alleged by the Division and set out in this Consent Order.

45. Do agrees that these facts constitute grounds to discipline her insurance producer license pursuant to § 375.141.1 (2), (5), (8), and (12).

46. Do further acknowledges that she has been advised that she may, either at the time the Consent Order is signed by all parties, or within fifteen (15) days thereafter, submit the Consent Order to the Administrative Hearing Commission for determination that the facts agreed to by the parties to the Consent Order constitute grounds for disciplining Do's insurance producer license.

47. Except as provided in paragraph 46, above, Do stipulates and agrees to waive any rights that she may have to a hearing before the Administrative Hearing Commission or the Director and any rights to seek judicial review or to otherwise challenge or contest the terms and conditions of this Consent Order and forever releases and holds harmless the Department, the Director, her agents, and the Division from all liability and claims arising out of, pertaining to, or relating to this matter.

48. Do acknowledges and understands that this Consent Order is an administrative action and will be reported by the Department to other jurisdictions. Do acknowledges and understands that this administrative action should be disclosed on future license applications and any renewal applications she submits in this state and in other jurisdictions, and that it is her responsibility to comply with the reporting requirements of each jurisdiction in which she may be licensed.

49. All signatories to this Consent Order certify by signing that they are fully authorized, in their own capacities, or by the named parties they represent, to accept the terms and provisions of this Consent Order in their entirety, and agree, in their personal or representative capacities, to be bound by the terms of this Consent Order.

CONCLUSIONS OF LAW

50. Section 375.141.1 provides, in relevant part:

> 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;
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> (8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere; [or]
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> ***
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> (12) Knowingly acting as an insurance producer when not licensed or accepting insurance business from an individual knowing that person is not licensed[.]

51. Section 375.141.4 provides as follows:

> The 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.

52. Section 375.014.1 provides as follows:

> No person shall sell, solicit or negotiate insurance in this state for any class or classes of insurance unless he or she is licensed for that line of authority as provided in this chapter.

53. Section 375.022.2 provides as follows:

> An insurance producer shall not act on behalf of an insurer unless the insurance producer is listed on the company register of appointed insurance producers authorized to sell, solicit or negotiate contracts of insurance on behalf of the insurer[.]

54. Section 375.076 provides in pertinent part as follows:

> 1. An insurance company or insurance producer shall not pay a commission, service fee, brokerage or other valuable consideration to a person for selling, soliciting or negotiating insurance in this state if that person is required to be licensed.
> 2. A person shall not accept a commission, service fee or brokerage or other valuable consideration for selling, soliciting or negotiating insurance in this state if that person is required to be licensed and is not so licensed.

55. Section 375.144 provides in pertinent part as follows:

> It is unlawful for any person, in connection with the offer, sale, solicitation or negotiations 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.

56. Section 375.934 provides in pertinent part 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[.]

57. Section 375.936 provides 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:
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> ***
>
> (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.

58. Rule 20 CSR 100-4.100(2)(A) is a regulation of the Director and provides, in relevant 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. An envelope's postmark shall determine the date of mailing. 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.

59. The fact that Do voluntarily surrendered her license does not deprive the Director of jurisdiction to discipline her 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."

60. Do's resident insurance producer license is subject to revocation under § 375.141.1(2) for violating § 375.144(1), an insurance law, for employing any deception, scheme and artifice to defraud by re-using the date of birth and IBS to obtain quotes for other insurance policy applicants, which operated as a fraud or deceit upon any person.

61. Do's resident insurance producer license is subject to revocation under § 375.141.1(2) for violating § 375.144(2), an insurance law, because Do, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, as to a material fact, misrepresented, concealed and suppressed the actual date of birth and IBS of the insurance applicant, which operated as a fraud or deceit upon any person. Particularly, Do re-used dates of birth and IBS's to obtain multiple quotes seeking insurance policies.

62. Do's insurance producer license is subject to revocation under § 375.141.1(2) for violating § 375.144(3), an insurance law, because Do engaged in a pattern and practice of making false statements of material fact when she re-used dates of birth and IBS's of three individuals six hundred (600) times to obtain quotes for insurance policies for other consumers.

63. Do's insurance producer license is subject to revocation under § 375.141.1(2) for violating § 375.144(4), an insurance law, because Do engaged in an act, practice and course of business which operates as a fraud or deceit upon any person when she re-used the dates of birth and IBS's of three insureds six hundred (600) time to obtain quotes for other consumers.

64. Do's resident individual insurance producer license may be revoked 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 Do engaged in the unfair trade practice of making false or fraudulent statements or representations on or relative to an application for a policy by re-using dates of birth and IBS's to obtain quotes seeking premium amounts for policies. in conscious disregard of §§

375.930 to 375.948.

65. Do's resident individual insurance producer license may be revoked pursuant to § 375.141.1(5) for intentionally misrepresenting the terms of an actual or proposed insurance contract or application for insurance by misrepresenting the birth dates and IBS's of the consumers when obtaining quotes from Safeco for the consumers.

66. Do's resident individual insurance producer license may be revoked under § 375.141.1(2) for violating § 375.022.2, an insurance law, when she acted on behalf of Safeco and Progressive in the sale, solicitation or negotiation of insurance contracts despite the fact that she was not registered to act on behalf of Safeco or Progressive and was not appointed by Safeco or Progressive to act on their behalf.

67. Do's resident insurance producer license may be revoked under § 375.141.1(2) because she violated 10 CSR 100-4.100(2)(A), a regulation of the Director. Do failed to respond to multiple requests for information and did not offer a reasonable justification for the failure to provide a response.

68. Do's resident individual insurance producer license may be revoked pursuant to § 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 by re-using the birth dates and IBS's of three insureds to obtain quotes for insurance contracts for other consumers on six hundred (600) separate occasions.

69. Do's resident insurance producer license may be revoked pursuant to § 375.141.1(12) because Do knowingly sold insurance policies when not licensed to act as an insurance producer in Missouri.

70. The facts in the Findings of Fact set out above constitute cause to discipline Do's resident insurance producer license pursuant to § 375.141.1(2), (5), (8), and (12).

71. The Director is authorized to settle this matter and issue this Consent Order in the public interest pursuant to §§ 374.046, 536.060, and 621.045.

72. The terms set forth in this Consent Order are an appropriate disposition of this matter, and issuance of this Consent Order is in the public interest.

ORDER

IT IS THEREFORE ORDERED that:

The resident insurance producer license, license number 116929, National Producer No. 4883624, of Rene Xuan Do, first issued on September 30, 1998, is hereby revoked.

SO ORDERED, SIGNED AND OFFICIAL SEAL AFFIXED THIS 14th DAY OF June, 2026.

ANGELA L. NELSON, Director
Missouri Department of Commerce and Insurance

CONSENT AND WAIVER OF HEARING

The undersigned persons understand and acknowledge that Rene Xuan Do may have the right to a hearing, but that Rene Xuan Do has waived the right to any hearing and agreed to the issuance of this Consent Order.

Rene Xuan Do — 04-24-2026

Rene Xuan Do
711 NW 52nd Street
Kansas City, Missouri 64118

Date

~~Counsel for Rene Xuan Do~~
~~Bar No.~~
~~[Address]~~
~~[Telephone and facsimile numbers]~~
~~[Email address]~~

~~Date~~

Shelley A. Woods — April 29, 2026

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