

**BEFORE THE INSURANCE COMMISSIONER OF THE
STATE OF OKLAHOMA**

FILED
JAN 09 2018
INSURANCE COMMISSIONER
OKLAHOMA

STATE OF OKLAHOMA, ex rel.)	
JOHN D. DOAK, Insurance Commissioner,)	
)	
Petitioner,)	
)	
vs.)	Case No. 17-600-DIS
)	
SECURE HOME WARRANTY, LLC,)	
)	
Respondent.)	

ORDER TO CEASE AND DESIST

Pursuant to 36 O.S. § 6755(B), the Oklahoma Insurance Commissioner orders Respondent Secure Home Warranty and its officers, directors, trustees, employees, agents and affiliates to immediately cease and desist from conducting unauthorized service warranty activity in the State of Oklahoma.

RESPONDENTS AND SERVICE

1. Secure Home Warranty, LLC is located at 1735 Market Street, #3750, Philadelphia, Pennsylvania 19103. Secure Home Warranty, LLC is an unregistered and unauthorized service contract provider in the State of Oklahoma.

JURISDICTION

The Insurance Commissioner has jurisdiction over this matter pursuant to the Oklahoma Constitution *Article 6 § 22*; the Oklahoma Insurance Code, 36 O.S. §§ 101 *et seq.*, the Unauthorized Insurance Business Act, 36 O.S. §§ 6103.1 *et seq.*, and, specifically, the Oklahoma Home Service Contract Act, pursuant to 36 O.S. §§ 6750 *et seq.*, which states the Oklahoma Insurance Commissioner may take action which is necessary or appropriate to protect service contract holders in the State of Oklahoma.

FINDINGS OF FACT

1. Wanda Hinex, a resident of Midwest City, Oklahoma, purchased a service warranty from Secure Home Warranty, LLC on February 25, 2016, and then renewed the policy on February 17, 2017. The policy Ms. Henix purchased from Secure Home Warranty a coverage plan to protect the following items:

- | | |
|-----------------------|--|
| a. Refrigerator | l. Electrical System |
| b. Heating System | m. Ceiling Fan |
| c. Clothes Dryer | n. Microwave Ove (built in) |
| d. Dishwasher | o. Clothes Washer |
| e. Garage Door Opener | p. Ductwork |
| f. Plumbing System | q. Garbage Disposal |
| g. Water Heater | r. And included Optional Coverage |
| h. A/C Cooling | listed on the first page of Policy # PN- |
| i. Cooktop | 445032 |
| j. Plumbing Stoppage | |
| k. Stove/Oven | |

2. Ms. Henix called Secure Home Warranty, LLC six (6) times from April through June 2017, attempting to submit a service request. She was initially told in May 2016, that the system was down and she was unable to submit and online service request.

3. Ms. Henix paid the 2016 and 2017 premiums but never received the coverage contracted for in the service contract.

4. Ms. Henix made a complaint to the Oklahoma Attorney General which was forwarded on to the Oklahoma Insurance Department. A review of Department records revealed that Secure Home Warranty, LLC was not registered with the Oklahoma Insurance Department as a service warranty provider.

5. A proper registration is in fact a license to conduct business in Oklahoma. Secure Home Warranty, LLC is unauthorized to conduct service warranty business in the state of Oklahoma.

VIOLATIONS OF LAW

1. Secure Home Warranty, LLC is in violation of 36 O.S. § 6753(B) in failing to properly register with the Oklahoma Insurance Department. The Commissioner may take action to enforce the Oklahoma Home Service Contract Act against unauthorized activities pursuant to 36 O.S. § 6755(B).

ORDER

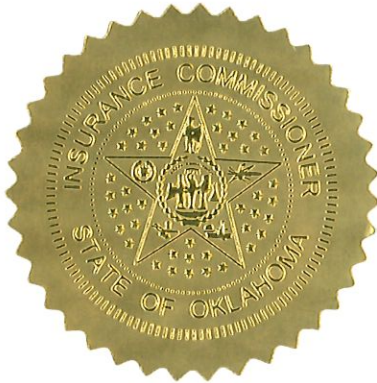
IT IS THEREFORE ORDERED that Respondent and any agents, affiliates, employees, and/or other representatives, both current and successor, whether named or unnamed herein, shall **CEASE & DESIST** from all activities related to doing service warranty business in this state, including:

- (1) Engaging in or transacting the unauthorized business of insurance or acting as an unregistered service contract provider in the State of Oklahoma;
- (2) Seeking, pursuing and obtaining any insurance or service contract business in the State of Oklahoma;
- (3) Soliciting Oklahoma residents to sell any insurance or service contract issued or to be issued by an unauthorized insurer or unregistered service contract provider;
- (4) Soliciting Oklahoma residents to induce them with misrepresentations to purchase any insurance or service contract.

IT IS FURTHER ORDERED that this Order is effective immediately and shall continue in full force and effect until further order of the Commissioner. This Order is binding on Respondent, its agents, affiliates, employees and/or other representatives, both current and successor, whether named or unnamed herein.

IT IS FURTHER ORDERED that notwithstanding any of the above orders to the contrary, Respondent shall pay all valid claims that arise pursuant to coverage purportedly provided under service warranty contracts provided herein.

Pursuant to 36 O.S. § 6755(B)(1), any person aggrieved by this Order has the right to request a hearing before the Commissioner, or his duly appointed representative, to show cause why this Order should not be affirmed. The hearing request shall be filed within twenty (20) days of the date of this Order. Such request for hearing, if desired, shall be made in writing addressed to Sara A. Worten, Oklahoma Insurance Department, Legal Division, 3625 NW 56th Street, Suite 100, Oklahoma City, Oklahoma 73112. If a hearing is requested, this Order shall be suspended from the original effective date until completion of the hearing and final decision of the Commissioner. Any such hearing shall be conducted in accordance with the Administrative Procedures Act, 75 O.S. §§ 250 *et seq.*, the Oklahoma Insurance Code, 36 O.S. §§ 101 *et seq.*, and 365:1-7-1 *et seq.*



A handwritten signature in black ink that reads "James C. Mills". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

JAMES MILLS
CHIEF OF STAFF

CERTIFICATE OF MAILING

I, Sara A. Worten, hereby certify that a true and correct copy of the above and foregoing Order to Cease and Desist was electronically mailed and mailed postage prepaid with return receipt requested on this 9th day of January 2018 to:

Secure Home Warranty, LLC

1735 Market Street

#3750

Philadelphia, PA 19103

info@securehomewarranty.com

CERTIFIED MAIL NO. 9214 8902 0982 7500 0046 00

and a copy was sent to:

Jason Johnston

Consumer Complaint Division


Sara A. Worten