

OCT 23 2019

BEFORE THE DEPARTMENT OF INSURANCE
STATE OF NEBRASKA

FILED

STATE OF NEBRASKA)	
DEPARTMENT OF INSURANCE,)	
)	
PETITIONER,)	CONSENT ORDER
)	
VS.)	
)	
CARLY THOMAS,)	CAUSE NO. A-2192
(NAIC National Producer #6375301),)	
)	
RESPONDENT.)	

In order to resolve this matter, the Nebraska Department of Insurance (“Petitioner”), by and through its attorney, Thomas C. Green II, and Carly Thomas (“Respondent”), mutually stipulate and agree as follows:

JURISDICTION

1. Petitioner has jurisdiction over the subject matter and Respondent pursuant to Neb. Rev. Stat. §§ 44.101.01, and 44-4047 to 44-4067.
2. Respondent has been licensed as a resident insurance producer under the laws of Nebraska at all times material hereto.

STIPULATIONS OF FACT

1. Petitioner initiated this administrative proceeding by filing a Petition captioned State of Nebraska Department of Insurance vs. Carly Thomas (NAIC National Producer # 6375301), Cause Number A-2192 on or about September 9, 2019. A copy of the Petition was properly served upon the Respondent at her registered business address by certified mail, return receipt requested, and by regular U.S. mail. Respondent acknowledges receiving proper Notice of these proceedings.
2. Respondent is alleged to have violated Neb. Rev. Stat. §§ 44-4059(1)(b), 44-4059(1)(e), 44-4059(1)(g), 44-4059(1)(h), and 44-1525(1)(a) as a result of the following conduct:

- a. On or about June 2018, the Respondent secured, through a broker, an insurance policy that provided for medical professional liability coverage as well as other insurance coverage (hereinafter, "Policy") for a medical provider client (hereinafter, "Client").
- b. On or about July 1, 2018, the Client hired a new physician and contacted Respondent to have the new physician covered under the existing Policy. Ultimately, an endorsement to the Policy covering the newly hired physician was issued with an effective date of August 30, 2018.
- c. Sometime in late July or August of 2018, the Client requested documentation indicating that the new physician was covered under the Policy. Respondent subsequently created an endorsement that included the name of the physician and an effective date of July 25, 2018 by utilizing a pdf editing tool to change a prior endorsement issued by the insurance carrier. At no time prior to the creation of the aforementioned endorsement did the Respondent confirm with the broker or the insurance carrier that the new physician was actually covered under the policy as of July 25, 2018, nor did Respondent request a certificate of insurance or endorsement from the insurance carrier.
- d. On or about January 22, 2019, the Client contacted the Respondent requesting a copy of the endorsement to the Policy that added the new physician to the policy to provide to a regulatory entity in another state. At that point in time Respondent discovered that she had never received a copy of the endorsement and there was not one maintained in the client file due to lapses in the Respondent's document management process.
- e. On or about January 24, 2019 Respondent sent an email to the broker requesting a copy of the endorsement issued by the insurance carrier. The broker discovered that a copy of the endorsement had not been received and requested a copy from the insurance carrier. The broker then notified the Respondent that he had received the endorsement and would send it to Respondent on January 25, 2019.
- f. On or about January 25, 2019, prior to receiving the actual endorsement from the broker, Respondent, once again utilizing a pdf editing tool, created an endorsement that included the name of the new physician as an additional insured

under the policy, with an effective date of “1-July-2018.” After creating the endorsement, the Respondent then sent it to the Client with the message “I was able to get it done” in reference to the securing of a retroactive date which, in fact, Respondent had not yet done.

- g. On or about January 25, 2019, after the actions outlined in the preceding paragraph, the broker sent Respondent the actual endorsement received from the insurance carrier, which indicated that the effective date for the new physician under the policy was actually August 20, 2018, not the July 1, 2018 date that Respondent used in the endorsement that she created using the pdf editing tool. Respondent claims that she did not look at the attached endorsement until sometime in May, 2019.
- h. Respondent never supplied the correct endorsement to the Client. Eventually the Client was able to obtain a copy of the correct endorsement from the broker in April 2019.

3. Respondent admits the allegations in Paragraph 2

4. Respondent was informed of her right to a public hearing. Respondent waives that right and enters into this Consent Order freely and voluntarily. Respondent understands and acknowledges that by waiving her right to a public hearing, Respondent also waives her right to confrontation of witnesses, production of evidence, and judicial review.

5. Respondent has been represented at all relevant times by her attorney, Michael Storey, and enters into this Consent Order after consultation with said counsel.

CONCLUSIONS OF LAW

Respondent’s conduct as alleged above constitutes violations of Neb. Rev. Stat. §§ 44-4059(1)(b), 44-4059(1)(e), 44-4059(1)(g), 44-4059(1)(h), and 44-1525(1)(a) and Respondent is subject to disciplinary action pursuant to Neb. Rev. Stat. §44-4059.

CONSENT ORDER

It is therefore Ordered by the Director of Insurance and agreed to by Respondent, Carly Thomas, that:

1. Respondent agrees to pay an administrative fine of twenty-five hundred dollars (\$2500.00) within sixty (60) days of the adoption of this Consent Order by the Director.
2. Respondent shall attend and complete at least three (3) additional hours of Department approved continuing education, with a focus on ethics, within 180 days of the adoption of the Consent Order by the Director. Respondent shall provide the Department with proof of completion of the aforementioned continuing education and agrees and understands that the aforementioned continuing education will not count, and shall not be submitted, towards any continuing education requirements.

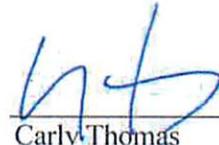
In witness of their intention to be bound by this Consent Order, each party has executed this document by subscribing their signatures below.



Thomas C. Green II, #21001
Attorney for Petitioner
1135 M Street, Suite 300
Lincoln NE 68501
(402) 471-2201

10/23/19

Date



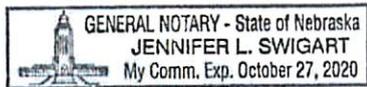
Carly Thomas
Respondent

10.23.19

Date

State of Nebraska)
) ss.
County of Douglas)

On this 23rd day of October, 2019, Carly Thomas personally appeared before me and read this Consent Order, executed the same, and acknowledged the same to be his voluntary act and deed.





Notary Public

Approved as to form and content:

Michael Storey

Michael Storey, # 24960
Lamson Dugan & Murray LLP
10306 Regency Parkway Drive
Omaha NE 68114
Counsel for Respondent

10/23/2019

Date

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing Consent Order is adopted as the Final Order of the Nebraska Department of Insurance in the matter of State of Nebraska Department of Insurance vs. Carly Thomas (NAIC National Producer #6375301), Cause No. A-2192.

STATE OF NEBRASKA
DEPARTMENT OF INSURANCE

Bruce R. Range

Bruce R. Range
Director of Insurance

10-23-2019

Date

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Consent Order was served upon Respondent by mailing a copy to his counsel of record, Michael Storey, Lamson Dugan & Murray LLP, 10306 Regency Parkway Drive, Omaha, NE 68114, by certified mail, return receipt requested, on this 23 day of October, 2019.

Brandis Bauer