# BEFORE THE COMMISSIONER OF INSURANCE OF THE STATE OF KANSAS

In the Matter of the Kansas Resident Insurance Agent's License of RONALD E. HUMMEL	) ) )	Docket No. 3606-SO
And		
In the Matter of the Kansas Resident Insurance Agency's License of CENCO SERVICES INC	)	Docket No. 3608-SC

# **CONSENT ORDER**

The Kansas Insurance Department ("KID") and resident insurance agent RONALD E. HUMMEL ("HUMMEL") and resident insurance agency CENCO SERVICES, INC.("CENCO"), all respondents by and through Derek Shafer, attorney-at-law, wish to resolve the matters currently before the Insurance Commissioner by entering into this Consent Order. The parties understand and agree that this Consent Order will not and does not resolve any current or future criminal charges or sentence imposed therein based upon the same acts or occurrences or other acts or occurrences as those considered or contemplated by this order.

Having been advised of his right to a hearing prior to the entry of a final order, HUMMEL and CENCO stipulate to the admissibility of the following facts, upon which the Insurance Commissioner ("Commissioner") bases her conclusions of law and enters the order. Further, HUMMEL and CENCO agree to the order and voluntarily waive hearing and review of the order.

#### **Findings Of Fact**

The parties stipulate to the admissibility of all facts contained in the Findings of Fact portions of the January 4, 2007 Summary Orders in Docket Nos. 3606-SO and 3608-SO. Said facts are neither admitted nor denied by HUMMEL or CENCO, but are recognized by all as admissible, and state as follows:

- 1. On October 19, 2006, Anti-Fraud Director Ted Clark of the Kansas Insurance Department (KID) received information from St. John National Bank Security Officer Terri Koelsch that she suspected that an insurance agent was floating advanced premiums of a bank customer. Director Clark then requested that KID Chief Fraud Investigator Randy Adair contact Ms. Koelsch.
- 2. On October 25, 2006, Mr. Adair telephoned Terri Koelsch at the St. John National Bank. Ms. Koelsch stated that 92 year-old had approximately \$86,000.00 in unaccounted for checks that she had written to a variety of insurance companies, plus an insurance agency named CENCO Services, Inc. CENCO Services is owned and operated by RONALD E. HUMMEL (HUMMEL).
- 3. Ms. Koelsch stated that at HUMMEL's request, Ms. had issued \$279,926.00 in checks from her checking account between June of 2003 and October of 2006. In that same time period, there were deposits from CENCO Services into Mrs. account totaling \$193,328.27. These deposits were for various amounts and appeared in the months after Ms. had written checks for insurance. The amounts, for both out-going and in-coming checks, the payees and dates that the checks were written were placed into a spreadsheet format by Ms. Koelsch and forwarded to KID for examination.

- 4. The insurance companies listed as payees on Ms. out-going checks included: (1) United American; (2) United Security Assurance; (3) American Fidelity and Liberty (AF&L); (4) Guarantee Trust Life (GTL); and, (5) American Network.
- 5. Ms. Koelsch met with and secured a letter of complaint.

  A copy of her complaint, copies of checks written to the insurance companies and to CENCO, plus copies of deposit slips for checks received from CENCO and deposited into Ms.
  - 6. Examination of the material resulted in the following findings:
    - A) From December 9, 2004 to September 26, 2006, Ms. wrote nine (9) checks, totaling \$38,563.00, to United American Insurance Company that were unrelated to any insurance policy. American Senior Internal Auditor Kim Hester verified that the checks were never received by the company. Each check was endorsed with "UNITED AMERICAN INS. CO." and "CENCO SERVICES, INC."
    - B) From July 20, 2004 to April 18, 2006, Ms. wrote nine (9) checks, totaling \$49,211.00, to United Security Assurance Company that were unrelated to any insurance policy. United Security Assurance Company Corporate Secretary Cecelia Zbyszinski verified that the checks were never received by the company. Each check was endorsed with the "CENCO SERVICES, INC." stamp with "United Security" handwritten above the stamp.
    - C) From September 14, 2003 to February 24, 2005, Ms. wrote six (6) checks, totaling \$30,456.00, to American Fidelity and Liberty Insurance Company (AF&L) that were unrelated to any insurance policy. The checks were endorsed "AF&L INSURANCE, CO" and "Cenco Services, Inc." or "AMERICAN FIDELITY & LIBERTY" and "Cenco Services, Inc." American Fidelity and Liberty Compliance Analyst Cheryl Pochik verified that the checks were never received by the company.
    - D) From June 29, 2006 to August 21, 2006, Ms. wrote four (4) checks, totaling \$21,550.00, to Guarantee Trust Life Insurance Company (GTL) that were unrelated to any insurance policy. The checks were endorsed "GUARANTEE TRUST LIFE INS. CO." and "Cenco Services Inc." Guarantee Trust Life Insurance Company Senior Analyst Brenda Young verified that the checks were never received by the company.
    - E) From December 6, 2004 to September 18, 2006, Ms. wrote nine (9) checks, totaling \$47,725.00, to American Network Insurance Company that

were unrelated to any insurance policy. The checks were endorsed "CENCO SERVICES, INC." with "American Network" handwritten above the stamp. Carl Desko, Special Projects, Legal Department of American Network Insurance Company verified that the checks were never received by them.

- F) From October 4, 2004 to September 26, 2006, Ms. wrote thirteen (13) checks, totaling \$57,150.00, to Cenco Services, Inc. The checks were endorsed with the "CENCO SERVICES, INC." stamp. These checks were unrelated to any insurance policy or application.
- 7. Affiant spoke to Ms. who stated that HUMMEL had been her insurance agent for some time. Through the years HUMMEL would arrange to come to her home in St. John (Stafford County, Kansas) to conduct insurance business. HUMMEL would tell Ms. that he wanted to look for or had found insurance that she needed. HUMMEL would then have Ms. write out a check to a specific insurance company for a specified amount. Ms. trusted HUMMEL and believed that the checks that she wrote were to procure or maintain her insurance policies. At no time did she "loan" money to HUMMEL for any reason.
- 8. The aforementioned checks were sorted by company and the following was found:

# **UNITED AMERICAN**

On October 25, 2006, Mr. Adair contacted Kim Hester, Sr. Internal Auditor – Fraud Division, at United American Insurance Company to advise that the Kansas Insurance Department was conducting an investigation regarding the policies of A request for policy and application information concerning was faxed to Ms. Hester.

On November 2, 2006, KID received a facsimile reply with a spreadsheet indicating twelve policies for Ms. from October 16, 1990 to the present. Of these policies, only two are in-force and one is considered active at a reduced value.

These three policies were found to be:

- Policy # a Hospital Indemnity policy with an annual premium of \$429.00, issued March 16, 2005.
- Policy # a Medicare Supplement plan "F" Policy with an annual premium \$3,072.00l, issued July 18, 2005
- Policy # is a paid-up life insurance policy in the amount of \$4,807.00, issued October 31, 1990. This policy was reduced from a face value of \$7,800.00 in 1997 when the annual premium of \$960.00 was not made. A note on the spreadsheet states: "The loan is in danger of exceeding the cash value of the policy with the next interest accrual." Kim Hester of American United Insurance Company explained that once the premium payments stop, the policy borrows against its own cash value to pay the premium. The cash value is about to be depleted and will no longer support the policy causing it to cancel. I contacted Ms. with this information."

On November 3, 2006, Mr. Adair telephoned Kim Hester of United American to review the summary she provided regarding Ms. insurance accounts through CENCO and to inform her of the checks KID had received from St. John National Bank that Ms. made to United American. Mr. Adair faxed copies of the checks and requested verification as to whether the company ever received the checks and to inquire of HUMMEL'S commission information and account history.

On December 12, 2006, Mr. Adair reviewed the applications he obtained from HUMMEL's files and compared those to the files provided by United American. It was discovered that a "Medicare Supplement F Application" dated December 9, 2004, which was found in HUMMEL'S files, was not included in the United American files. That application corresponded to check for \$3,036.00 written to United American by Ms. A copy of check from St. John National Bank shows that it was endorsed with a United American Insurance Co. and CENCO Services stamp. Mr. Adair faxed a copy of the application and check to Kim Hester at United American, who advised neither was ever received by the company.

Ms. wrote nine (9) checks to United American Insurance Company totaling \$38,563.00 that were never received by the company. In each instance, the following checks were endorsed "For Deposit Only" into CENCO's business account:

CHECK#	DATE	AMOUNT	PAYEE	Endorsed Memo By Line	
	12/9/04	\$3036.00	United American Ins.	United Am CENCO Services	
	12/14/05	\$3500.00	United American	United Am CENCO Services	
	3/6/06	\$3500.00	United American Insurance Co.	United Am HIACS CENCO Services	
	6/6/06	\$6666.00	United American Insurance Co.	United Am HIXC-S CENCO Services	
	6/21/06	\$6200.00	United American Insurance Co.	United American CENCO Services	
	7/12/06	\$3036.00	United American Insurance Co.	United Am # CENCO Services	
	9/11/06	\$4500.00	United American Insurance Co.	United American YIXC CENCO Services	
	9/25/06	\$4000.00	United American Insurance Co.	United Am LTC CENCO Services	
	9/26/06	\$4125.00	United American Insurance Co.	United American CENCO Services	
Total		\$38,563.00			

#### UNITED SECURITY ASSURANCE

On October 25, 2006, Mr. Adair contacted Martha Stephens, Vice President of Operations for United Security Assurance, to advise that the Kansas Insurance Department was conducting an investigation regarding the policies of policy and application information concerning was faxed to the company.

On October 27, 2006, Mr. Adair received a facsimile reply containing application and policy information. There were no policies currently active with United Security Assurance.

Previous policy history indicates:

- Hospital Indemnity Policy application date 7/21/01, was cancelled 1/1/02.
- Hospital Indemnity Policy application date 3/15/02, was cancelled 12/15/02
- Hospital Indemnity Policy application date 7/3/02, was discontinued 8/15/03 and was later replaced with Hospital Indemnity policy having a home health care rider, application date 8/3/06 and cancelled 12/15/03.
- Long Term Care Policy application dated 10/20/04, was rejected by the company.

A time line showing the above policy periods indicates that rather than allowing any of the policies to simply renew, Ms. was sold a new Hospital Indemnity Policy once the existing policy either canceled or had lapsed.

On November 3, 2006, Mr. Adair faxed a request for verification of the checks written by Ms. to United Security Assurance that had been endorsed with a stamp for CENCO Services with "United Security" handwritten above the stamp.

In a letter dated November 8, 2006, United Security Assurance Corporate Secretary Cecelia Zbyszinski responded that the nine (9) checks listed below totaling \$49,211.00 were never received by the company. In each instance, the checks were endorsed "For Deposit Only" into CENCO's business account. The letter also indicated that CENCO Services banking authority was revoked in May of 2006 due to its high debit balance. CENCO Services owes United Security Assurance \$23,299.00. Revocation of the banking authority will not allow CENCO to accept or deposit checks in the name of United Security Assurance.

CHECK#	DATE	AMOUNT	PAYEE	Endorsed By	Memo Line
	7/20/04	\$5505.00	United Security	United Sec CENCO Services	
	5/23/05	\$3150.00	United Security	United Security CENCO Services	
	8/18/05	\$6425.00	United Security	United Security CENCO Services	
	9/8/05	\$6425.00	United Security	United Security CENCO Services	LTC01
	10/3/05	\$5871.40	United Security Assurance	United Security CENCO Services	LUTC1
	12/5/05	\$3500.00	United Security	United Security CENCO Services	
	1/3/06	\$6100.00	United Security	United Security CENCO Services	_
Counter	2/27/06	\$4985.00	United Security Assurance	United Security CENCO Services	LTC1
	4/18/06	\$7250.00	United Security CENCO Services	United Security	LTC01
Total		\$49,211.00			

#### AMERICAN NETWORK

On October 25, 2006, Mr. Adair faxed a request to American Network for information policy and application information concerning

According to a reply letter dated October 30, 2006, from Tracy Gause, Review Specialist for American Network, an application for insurance was made by Ms. in 1998 that was denied. This was the only business on record for

On November 3, 2006, a request for verification of nine (9) checks written totaling \$47,725.00 by Ms. was faxed to American Network. Each of those checks was endorsed "For Deposit Only" with a CENCO Services stamp and included a handwritten "American Network."

KID received a reply dated November 9, 2006 from Carl Desko, Special Projects, which indicated that American Network never received any of the following nine (9) checks written by Ms.

CHECK#	DATE	AMOUNT	PAYEE	Endorsed By	Memo Line
	12/6/04	\$3750.00	American Network Ins	American Network CENCO Services	
	6/6/05	\$3100.00	American Network	American Network CENCO Services	
	8/15/05	\$3200.00	American Network	American Network CENCO Services	
	11/3/05	\$4975.00	American Network	American Network CENCO Services	LTC
	7/12/06	\$8200.00	American Network	American Networ CENCO Services	
	7/17/06	\$6500.00	American Network	American Network CENCO Services	
	7/27/06	\$6200.00	American Network	American Network CENCO Services	
	9/11/06	\$6000.00	American Network	American Network CENCO Services	Alpha2
	9/18/06	\$5800.00	American Network	American Network CENCO Services	LTC
Total		\$47 725 00	_		

Total \$47,725.00

#### AMERICAN FIDELITY AND LIBERTY (A. F. & L.)

On October 25, 2006, Mr. Adair contacted Rich Danese of American Fidelity and Liberty (AF&L) Insurance Company to advise that the Kansas Insurance Department was conducting an investigation regarding the policies of application information concerning was faxed to AF&L.

On October 27, 2006, a facsimile reply from Cheryl Pochik, Compliance Analyst for AF&L, containing application and policy information concerning Ms. was received. The letter indicated the following policy history:

- # Long-Term Care (LTC) applied 10/16/99, lapsed for non-payment 10/16/2000.
- # Comprehensive LTC applied 6/17/2000, with a change in benefits made 3/2002, lapsed 6/17/2002.
- # Home Health Care (HHC) applied 10/15/2000, cancelled by request 6/15/2001.
- # Comp LTC applied 9/22/2002, with an increase in benefits made 11/2/2002, lapsed for non-payment 10/22/2003.
- # LTC applied 4/16/2003 is currently active and in force through 1/16/2007.
- # LTC applied 6/30/2003 to change policy # Policy # lapsed for nonpayment on 10/22/2004.
- # Hospital Indemnity (HIP) applied 3/15/2004, request to cancel 3/5/2005. (Note the switch to this company and back again to United Security Assurance for Hospital Indemnity policies.)

The policy history indicates several long-term care policies were in force at the same time and when policy # expired, a new policy (# was sold rather than allowing the policy to simply renew.

On November 3, 2006, Mr. Adair faxed a request for verification of Ms. checks written to AF&L that had been endorsed with a stamp indicating American Fidelity and Liberty and CENCO Services.

While four (4) checks (# # # # and # were actually received as premium payments, Ms Pochik advised that the following six (6) checks totaling \$30,456.00 written by Ms. Were never received by AF&L:

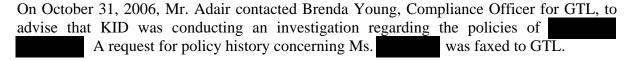
CHECK#	DATE	<b>AMOUNT</b>	<b>PAYEE</b>	Endorsed	Memo
				By	Line
	9/14/03	\$8804.00	AF&L	AF&L	_
				<b>CENCO Services</b>	
	11/24/03	\$5568.00	AF&L	AF&L	
				<b>CENCO Services</b>	

	9/15/04	\$3200.40	AF&L	AF&L CENCO Services	02
	1/27/05	\$5265.00	AF&L	AF&L CENCO Services	ННС4
	2/9/05	\$3645.00	AF&L	AF&L CENCO Services	0164
	2/24/05	\$3974.00	AF&L	AF&L CENCO Services	
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Total \$30,456.00

In each instance, the checks listed above were endorsed "For Deposit Only" into CENCO's business account.

## **GUARANTEED TRUST LIFE (GTL)**



On November 1, 2006 KID received a reply letter containing application and policy information for Ms. There were no policies currently active with GTL, but several paid-up policies exist. The letter indicated the following available policy history:

- Whole Life issued 9/26/2000, Reduced/Paid-Up
- Specified Disease issued 1/18/2005, lapsed 1/18/2006
- Medicare Supp F issued 3/5/2004, lapsed 11/2/2005
- Whole Life issued 6/8/2000, Reduced/Paid-Up

Note that there were two incidents of two whole life policies running concurrently. The reduced/paid-up provision indicates that each policy had a face value of \$10,000.00. Once the paid-up request was made, that face value dropped to \$735.00. Additionally, the Med F policy # issued in 2004 overlapped coverage with the United American policy which was issued in July of 2005.

On November 6, 2006, Mr. Adair faxed a request for verification of Ms. checks written to GTL that were endorsed with a stamp for Guarantee Trust Life Insurance Co. and CENCO Services.

In a letter dated November 11, 2006, Brenda Young indicated that the following four (4) checks written by Ms. totaling \$21,550.00 were never received by GTL. Each check was stamped with "Guarantee Trust Life Ins. Co." and "Cenco Services, Inc.," including a designation, "For Deposit Only" into CENCO's business account.

CHECK#	DATE	AMOUNT	PAYEE	Endorsed By	Memo <u>Line</u>
	6/29/06	\$5500.00	Guarantee Trust Life ins. Co	Guarantee Trust CENCO Services	App LTC 4
	8/2/06	\$5750.00	Guarantee Trust Life Ins. Co.	Guarantee Trust CENCO Services	
	8/11/06	\$5450.00	Guarantee Trust Life Ins. Co.	Guarantee Trust CENCO Services	HIP
	8/21/06	\$4850.00	Guarantee Trust Life Ins. Co.	Guarantee Trust CENCO Services	

**Total** \$21,550.00

#### **CENCO Services**

CENCO Services is an insurance agency owned and operated by insurance agent RONALD E. HUMMEL.

The following thirteen (13) checks totaling \$57,150.00 were written by Ms. CENCO Services. Copies of these checks were provided by the St. John National Bank and indicate that each check was endorsed "For Deposit Only" and deposited into the business account of CENCO Services.

CHECK#	DATE	AMOUNT	PAYEE	Endorsed	Memo
				By	Line
	10/4/04	\$3865.00	Cenco Services, Inc	CENCO Services	
	3/2/05	\$3500.00	Cenco Services, Inc	CENCO Services	ННС
	3/14/05	\$3500.00	Cenco Services, Inc	CENCO Services	
	3/24/05	\$1500.00	Cenco Services	CENCO Services	
	6/27/05	\$2850.00	Cenco Services	CENCO Services	-
	10/28/05	\$5250.00	Cenco Services	CENCO Services	LTC
	11/15/05	\$4950.00	Cenco Service	CENCO Services	_
	11/23/05	\$5025.00	Cenco Services	CENCO Services	TempLoan
	1/3/06	\$4450.00	Cenco	CENCO Services	
	1/17/06	\$4200.00	Cenco Services	CENCO Services	
	2/21/06	\$8750.00	Cenco Services	CENCO Services	ННС
	3/13/06	\$3310.00	Cenco Services	CENCO Services	
	9/26/06	\$6000.00	Cenco Services	CENCO Services	
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Total \$57,150.00

- 9. On November 15, 2006, Mr. Adair met with HUMMEL at his agency office, 122 West 4<sup>th</sup> Street, Hutchinson, Kansas. HUMMEL admitted that he had "screwed up" and was using the proceeds from Ms. checks to create a positive cash flow for his agency, CENCO SERVICES, Inc. HUMMEL further described the agency as being "in the hole" and in debt to several insurance companies. HUMMEL stated that he had been paying back Ms. in incremental payments, but had gotten behind.
- 10. Additionally, HUMMEL admitted that he had borrowed money from another insured for business purposes and had signed promissory notes to that effect.
- On November 26, 2006, KID received a six-page fax from HUMMEL. The cover letter was on CENCO Services, Inc. letterhead. Included in the fax were copies of HUMMEL's check register with a log of checks that he had written to as "refunds." In his letter, HUMMEL acknowledges that he still owes Ms. \$32,025.01. An examination of HUMMEL'S "notes payable" to Ms. reflects a total of \$32,025.01. This amount, however, did not include a check that HUMMEL wrote to Ms. on November 17, 2006 for \$10,125.00, which was later returned due to "Insufficient Funds." The difference between the amount of money HUMMEL took from Ms. and the amount reimbursed to her is \$42,150.01.
- 12. On December 6, 2006, KID received a fax from United American Insurance Company that was actually a copy of a letter from HUMMEL dated November 26, 2006, written to United American. In that letter HUMMEL wrote: "There is no way I can justify my actions, nor would excuses I can make be acceptable to United American or anyone else. I was experiencing a cash flow problem and I did what I thought I had to do to keep everything going," and "I do apologize to the company for my actions, and I do realize that

I have been in violation of insurance laws and company policy, and that I will suffer the consequences of my actions."

## **Applicable Law**

13. K.S.A. 2006 Supp. 40-4909(a) provides, in relevant part:

"The commissioner may deny, suspend, revoke or refuse renewal of any license issued under this act if the commissioner finds that the applicant or license holder has: (4) Improperly withheld, misappropriated or converted any moneys or properties received in the course of doing insurance business; and, (8) Used any fraudulent, coercive, or dishonest practice, or demonstrated any incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in this state or elsewhere. . . ." K.S.A. 2006 Supp. 40-4909(a).

14. The Commissioner may revoke any license issued under the Insurance Agents Licensing Act if the Commissioner finds that the interests of the insurer or the insurable interests of the public are not properly served under such license. K.S.A. 2006 Supp. 40-4909(b).

#### **Conclusions Of Law**

- 15. The Commissioner has jurisdiction over Respondents as well as the subject matter of this proceeding, and such proceeding is held in the public interest. The Commissioner finds, based on the facts contained in paragraphs 3 through 14, that Respondents have withheld, misappropriated or converted moneys received in the course of doing insurance business.
- 16. The Commissioner has jurisdiction over Respondents as well as the subject matter of this proceeding, and such proceeding is held in the public interest. The Commissioner finds, based on the facts contained in paragraphs 3 through 14, that

Respondents have used fraudulent and dishonest practices, as well as, demonstrated incompetence, untrustworthiness, or financial irresponsibility in the conduct of business.

- 17. The Commissioner concludes that sufficient grounds exist for the revocation of Respondents' insurance agent's and insurance agency licenses pursuant to K.S.A. 2006 Supp. 40-4909(a).
- 18. As well, the Commissioner concludes that sufficient grounds exist for the revocation of Respondents' insurance agent's and agency licenses pursuant to K.S.A. 2006 Supp. 40-4909(b) because such licenses are not properly serving the interests of the insurer and the insurable interests of the public.

IT IS THEREFORE ORDERED BY THE COMMISSIONER OF INSURANCE that the Kansas resident insurance agent's license of RONALD E. HUMMEL and the Kansas resident insurance agency's license of CENCO SERVICES, INC. are hereby REVOKED.

IT IS FURTHER ORDERED that RONALD E HUMMEL and CENCO SERVICES, INC. shall each and both CEASE and DESIST from the sale solicitation, or negotiation of insurance and/or receiving compensation deriving from the sale, solicitation or negotiation of insurance conducted after the effective date of this order.

IT IS FURTHER ORDERED that RONALD E. HUMMEL shall pay restitution to for monies taken from her and not yet paid back, in the amount of \$42,150.01 on or before March 31, 2007 Said restitution shall be paid through the Kansas Insurance Department.

# IT IS SO ORDERED THIS $\_16th\_$ DAY OF APRIL, 2007, IN THE CITY OF TOPEKA, COUNTY OF SHAWNEE, STATE OF KANSAS.



THE OF THE PARTY O	_/s/ Sandy Praeger
	Sandy Praeger
	Commissioner of Insurance
THE TAPPER OF STREET	BY:
MANSAMINI	
	_/s/ John W. Campbell
	John W. Campbell
	General Counsel
AGREED TO BY:	
_/s/ Derek J. Shafer	
Derek J. Shafer, Counsel for Respondents	
_/s/ Ronald E. Hummell	
Ronald E. Hummel	
Cenco Services, Inc.	
_/s/ Ralph DeZago	
Ralph DeZago, Counsel for KID	