

STATE OF OREGON  
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES  
INSURANCE DIVISION

In the Matter of **Indira Jaskic** and  
**Jaskic Insurance LLC**

) **STIPULATION and**  
) **FINAL ORDER**  
) Case No. INS 14-07-003

**STIPULATION**

The Director of the Oregon Department of Consumer and Business Services (director), by and through the Insurance Division, commenced this administrative proceeding, pursuant to Oregon Revised Statutes (ORS) 731.256, to take enforcement action against Indira Jaskic (Jaskic) and Jaskic Insurance LLC (Jaskic Insurance).

Jaskic and Jaskic Insurance each desire to conclude this proceeding without a hearing by entering into this stipulation pursuant to ORS 183.417(3).

Jaskic and Jaskic Insurance each waive all rights relative to an administrative hearing and judicial review thereof.

Jaskic and Jaskic Insurance each agree with the facts, conclusions, actions stated below, and to the issuance of a final order incorporating this stipulation.

Jaskic and Jaskic Insurance each understand that the stipulation and final order is a public record and shall be posted permanently on the Insurance Division's website.

**Facts and Conclusions**

Licensing Information

Jaskic has been licensed in Oregon as a resident individual insurance producer from 10/1/04 to 6/30/13 and since 11/20/13. Jaskic's license was expired from 7/1/13 to 11/19/13. Jaskic's license is scheduled to expire on 6/30/15. Jaskic's NAIC national producer number is 8058884. Jaskic's last recorded residence address is 9948 SE Hult Street, Portland, OR 97266-1395; and telephone number is 503-553-9096. Jaskic's last recorded business address is Jaskic Insurance, LLC, 16100 SE

Stark Street, Portland, OR 97233-3530; and telephone number is 503-255-6666; and e-mail address is kozarcanka\_16@hotmail.com. As of 8/25/14, Jaskic discontinued conducting insurance business.

Jaskic Insurance, doing business as Aseguranza Latina, has been licensed in Oregon as a resident business entity insurance producer from 11/10/08 to 11/30/10, from 1/3/11 to 11/30/12, and since 12/27/12. Jaskic Insurance's license was expired from 12/1/10 to 1/2/11 and from 12/1/12 to 12/26/12. Jaskic Insurance's license is scheduled to expire on 12/31/14. Jaskic Insurance's NAIC national producer number is 13063561, and federal employer identification number is 61-1573480. Jaskic Insurance's last recorded business address is 16100 SE Stark Street, Portland, OR 97233-3530; and telephone number is 503-255-6666. Jaskic is the sole owner, member, manager of, and licensed insurance producer affiliated with or authorized by, Jaskic Insurance. As of 8/25/14, Jaskic Insurance discontinued conducting insurance business.

Used a Fraudulent, Coercive, or Dishonest Practice in Business

Jaskic Insurance is subject to enforcement action pursuant to ORS 744.074(1)(h). ORS 744.074(1)(h) permits the director to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person used a fraudulent, coercive, or dishonest practice, or demonstrated incompetence, untrustworthiness or financial irresponsibility in the conduct of business in Oregon or elsewhere. Jaskic Insurance used a fraudulent or dishonest practice in the conduct of insurance business in Oregon. The director received from Jose De Jesus Andrade Acevedo (Andrade) two complaints about Jaskic Insurance. On 6/20/12, the director received, by mail, Andrade's first complaint dated 6/16/12. On or about 2/13/12, Andrade went to the office of Jaskic Insurance at 1320 SE 122nd Avenue, Portland, OR 97233-1203. Andrade spoke to Claudia Belen Atondo Gutierrez (Gutierrez). Gutierrez was an employee of Jaskic Insurance. Gutierrez has never been licensed in Oregon as an insurance producer, although she applied for a license on 6/5/08 but the license was never issued. Andrade said that he was going to drive to California and wanted to purchase "full

coverage” automobile insurance. Gutierrez asked Andrade to sit down at a desk with a computer on it. Gutierrez looked at the computer said something to the effect that “this one is the best price.” Gutierrez told Andrade that the premium for the insurance would be \$534.00. Andrade gave Gutierrez his debit card to pay the premium. Gutierrez created and gave to Andrade an “Oregon Automobile Insurance Card” representing that Andrade was insured by Southern Insurance Company (Southern), under policy number 78653548-0, from 2/13/12 to 8/13/12. Gutierrez told Andrade that a policy would be mailed to his residence in a few days. On at least two subsequent occasions, Andrade called Gutierrez and said that he had not received a policy. On both occasions, Gutierrez told Andrade that Gutierrez had mailed the policy to Andrade. Andrade did not receive a policy or any other related documents. On 2/22/12, Jaskic Insurance caused \$534.00 to be debited from Andrade’s checking account at Wells Fargo Bank, and deposited into Jaskic Insurance’s account at Bank of America, account number 4850 0638 5548. Jaskic Insurance did not send to or on behalf of Southern the application or premium, and Southern did not issue or authorize anyone to issue a policy insuring Andrade on and after 2/13/12. Previously, on 1/23/12, Four Corners Insurance Services, Inc. (Four Corners), the managing general agent for Southern, had sent Jaskic Insurance a letter dated 1/23/12 immediately terminating Jaskic Insurance’s authority to “solicit and bind new and/or additional coverage,” and terminating Southern’s appointment of Jaskic Insurance effective 4/22/12; and on 1/26/12, Four Corners had disabled Jaskic Insurance’s “ability to electronically quote, bind or submit applications.” Thus, these representations by Gutierrez to Andrade that a policy had been or would be issued and mailed, and Andrade was insured, were false and Gutierrez knew or should have known that they were false because Jaskic Insurance did not do anything to cause the policy to be issued and the insurance to be provided. Based on the insurance card that Gutierrez gave to Andrade on 2/13/12, Andrade believed that he was insured by Southern from 2/13/12 to sometime between 6/5/12 and 6/11/12. On 6/5/12, four months later, Andrade’s automobile was towed without Andrade’s consent. Andrade needed additional proof

of insurance to get possession of his automobile. On the same date, 6/5/12, Andrade went to Jaskic Insurance's office, spoke to Gutierrez, and requested proof of insurance. Gutierrez created and gave to Andrade an "Oregon Automobile Insurance Identification Card," representing that Andrade was insured by an unidentified insurer, under policy number ORTEMP6358362, from 6/5/12 to 7/5/12. The card was formatted differently than the previous card that Gutierrez gave to Andrade on 2/13/12. Also, the card had a different title, policy number, and effective dates, and omitted the name of the insurer. Jaskic Insurance did not send to or on behalf of any insurer the application or premium, and no insurer issued or authorized anyone to issue a policy insuring Andrade from 6/5/12 to 6/11/12. Thus, this representation by Gutierrez to Andrade that Andrade was insured was false, and Gutierrez knew or should have known that it was false, because Jaskic Insurance did not do anything to cause the policy to be issued and the insurance to be provided. Andrade saw the differences between the previous card and this card, and became suspicious that he might not be insured by Southern. So, sometime between 6/5/12 and 6/11/12, Andrade called Southern to determine whether he was insured by Southern. Southern told Andrade that policy number ORTEMP6358362 did not correspond with Southern's policy number. On 6/11/12, Andrade went to Jaskic Insurance's office and spoke to Gutierrez. Andrade asked why he did not receive a policy. Andrade said, *inter alia*, that he called Southern and Southern said it did not insure Andrade. Gutierrez said that she could not provide Andrade with proof of insurance because her computer was not working. Andrade decided to leave Jaskic Insurance's office because he felt that Gutierrez was lying to him, and to file a complaint with the director against Jaskic Insurance. Andrade did not go to Jaskic Insurance's office again until 4/11/13 but only then to get from Jaskic a check refunding the \$534.00 that Andrade paid Jaskic Insurance on 2/13/12. On 6/12/12 at 4:13 PM CST (2:13 PM PST), Jaskic Insurance completed an electronic application for automobile insurance to be provided by Viking Insurance Company of Wisconsin (Viking) insuring Andrade, and electronically submitted the application to Viking. Andrade did not intend to apply, did not actually apply, and

did not authorize Jaskic Insurance to apply on his behalf for the insurance to be provided by Viking. Andrade did not know that Jaskic Insurance had applied on his behalf until sometime on or about 2/19/13. Viking had authorized Jaskic Insurance to bind insurance it sold and specify when the insurance would be effective. Jaskic Insurance indicated on the application that the insurance would be effective on 6/12/12 at 4:10 PM CST (2:10 PM PST). Jaskic Insurance indicated on the application that Viking should send the application to the e-mail address of kozarcanka\_16@hotmail.com purportedly so Andrade could sign the application and send it back to Viking. However, kozarcanka\_16@hotmail.com was Jaskic's e-mail address, whereas del\_publeo1999@hotmail.com was Andrade's e-mail address. On the same date and time, 6/12/12 at 4:13 PM CST (2:13 PM PST), Jaskic Insurance authorized Viking to withdraw \$718.16 from a bank account at Bank of America as payment of the premium for the insurance. Andrade did not authorize Jaskic Insurance to use or withhold from Andrade the \$534.00 that he paid to Gutierrez on 2/13/12. On an unknown date, Viking attempted to withdraw from Jaskic Insurance's account the premium of but was unable to do so because "the account was no longer on file at the bank." On the same date, 6/12/12, based on the application and payment authorization by Jaskic Insurance to Viking, Viking issued a policy, number 374556865, initially insuring Andrade from 6/12/12 to 12/12/12. Thus, these representations by Jaskic Insurance to Viking that Andrade had applied or authorized Jaskic Insurance to apply on his behalf for the insurance, and Andrade had paid the premium for the insurance were false, and Jaskic Insurance knew that they were false. On the same date, 6/12/12, Viking mailed to Andrade a policy, insurance card, and other related documents, which Andrade subsequently received. On 6/13/12, Jaskic, speaking in English, called and asked Andrade to come to Jaskic Insurance's office sometime after 6/13/12 to pick up a policy. Andrade could not understand what Jaskic was saying, so she handed the telephone to Gutierrez. Gutierrez, speaking in Spanish, asked Andrade to come to Jaskic Insurance's office sometime after 6/13/12 to pick up a policy. During the conversation, Andrade told the other person that he would go to Jaskic Insurance's

office that same day. However, after the conversation, Andrade decided to not go to Jaskic Insurance's office but instead file a complaint with the director about Jaskic Insurance. Later on 6/13/12 at 2:53 PM CST (12:53 PM PST), when Andrade did not arrive at Jaskic Insurance's office to get a policy, Jaskic Insurance electronically changed Viking's record of Andrade's residence address from 2948 W Powell Boulevard Apartment 220, Gresham, OR 97303-6690 to 1320 SE 122nd Avenue, Portland, OR 97233-1203. At all relevant times, Andrade's residence address was 2948 W Powell Boulevard Apartment 220, Gresham, OR 97303-669, and Jaskic Insurance's business address was 1320 SE 122nd Avenue, Portland, OR 97233-1203. On 6/12/12, when Jaskic Insurance completed and submitted the application to Viking, Jaskic Insurance knew that Andrade's residence address was 2948 W Powell Boulevard Apartment 220, Gresham, OR 97303-6690. Jaskic Insurance did not have any reason to believe that Andrade had moved. Andrade did not request or authorize Jaskic Insurance to change his residence address on Viking's records. Andrade did not even know that Jaskic Insurance had made the change until shortly before 12/10/12 when he called Viking to "renew" his insurance. Thus, this representation by Jaskic Insurance to Viking that Andrade had moved was false, and Jaskic Insurance knew that it was false. A few days after 6/13/12, Andrade received from Viking a policy, insurance card and other related documents. Based on these documents, Andrade believed he was insured by Viking from 6/12/12 to 12/12/12. On 6/16/12, Andrade sent his first complaint to the director. Andrade sent the complaint because he felt "cheated or defrauded" and troubled knowing that "as I've been traveling, I had believed that my family and I were secure. Fortunately there have not been any accidents/mishaps. I think however about what would happen[ed] if I had [had an accident while uninsured]." On 6/19/12 @ 2:49 PM PST, Jaskic Insurance faxed to Viking a request to "flat cancel" the insurance effective from 6/12/12 "due to agency upload error!" On 6/22/12, Viking issued a notice of cancellation effective from 6/19/12. Thus, Viking insured Andrade from 6/12/12 to 6/18/12. The notice was addressed to Andrade at 1320 SE 122nd Avenue, Portland, OR 97233-1203. Andrade did not receive the notice because it

was sent to Jaskic Insurance's address. Andrade did not know that Jaskic Insurance had requested the policy be cancelled and that the policy was cancelled effective 6/19/12, until shortly before 12/10/12 when he called Viking to "renew" the policy. On 6/20/12, the director received Andrade's first complaint dated 6/16/12. On 12/10/12, the director received Andrade's second complaint. According to Andrade's second complaint, Andrade had recently called Viking to "renew" his insurance, which he believed he had and would expire on 12/12/12, but Viking told him "they could not help me because my [address and driver license number] information had been changed ... without my authorization ..." From 6/25/12 to 4/29/14, the director investigated Andrade's complaints. On 2/7/13, during the investigation, the director called and spoke to Jaskic, and requested Jaskic Insurance to refund the \$534.00 to Andrade. On 4/12/13, Jaskic Insurance refunded the \$534.00 to Andrade.

Willfully Collected Premium for Insurance Never Provided and Withheld Money or Property Received in Course of Insurance Business

Jaskic Insurance is subject to enforcement action pursuant ORS 744.074(1)(b) for violating ORS 746.120; and also pursuant to ORS 744.074(1)(d). ORS 744.074(1)(d) permits the director to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person improperly withheld, misappropriated, or converted, any moneys or properties received by the person in the course of doing insurance business. ORS 744.074(1)(b) permits the director to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person violates any insurance law, or violates any rule, subpoena, or order of the director or of the insurance regulator of another state or Mexico or Canada. ORS 746.120 prohibits a person from willfully collecting any sum as premium or charge for insurance which is not then provided, or is not in due course to be provided subject to acceptance of the risk by the insurer, under an insurance policy issued by an insurer in conformity to the Insurance Code. As described above, on or about 2/13/12, Andrade went to the office

of Jaskic Insurance at 1320 SE 122nd Avenue, Portland, OR 97233-1203, to buy automobile insurance. Jaskic Insurance purportedly sold to Andrade an automobile insurance policy issued or to be issued by Southern effective from 2/13/12 to 8/13/12. Jaskic Insurance told Andrade that the premium for the insurance was \$534.00. Gutierrez received from Andrade an authorization to debit his checking account \$534.00 as payment of the premium. However, Jaskic Insurance knew that the insurance was not then provided, and would not in due course be provided, because not only did Jaskic Insurance not do anything to cause the insurance to be provided, but also it knew on or about 1/23/13 that it was not authorized to solicit an application for the insurance, collect any premium for the insurance, or otherwise cause the insurance to be provided. Andrade filed with the director two complaints about Jaskic Insurance. The director investigated the complaints. On 2/7/13, the director requested Jaskic Insurance to refund the premium to Andrade. On 4/12/13, Jaskic Insurance refunded \$534.00 to Andrade. Thus, Jaskic Insurance not only willfully collected premium for insurance on 2/13/12 that was never provided, but after it was collected then also withheld from Andrade the premium of \$534.00 from 2/13/12 to 4/12/13.

Failed to Deposit Insurance Premium into Trust Account

Jaskic and Jaskic Insurance are each subject to enforcement action pursuant to ORS 744.074(1)(b) for violating ORS 744.083(1). ORS 744.074(1)(b) permits the director to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person violates any insurance law, or violates any rule, subpoena, or order of the director or of the insurance regulator of another state or Mexico or Canada. ORS 744.083(1) requires a person that is licensed in Oregon as a resident insurance producer to account for and maintain, *i.e.* deposit and keep, in a trust account all premiums received by the person until paid to the insurer, producer, or insured entitled to the money. Jaskic, individually and on behalf of Jaskic Insurance, deposited or caused to be deposited a total of \$1,782.00 into Jaskic Insurance's account at Bank of America, account number 4850 0638 5535, in nine instances from 8/16/11 to 12/1/11.

Jaskic personally endorsed seven of the nine checks deposited. The money was payment of premium for insurance. However, the account was not Jaskic Insurance's insurance premium trust account. Thus, Jaskic and Jaskic Insurance received but failed to deposit premium in Jaskic Insurance's insurance premium trust account. The date of the deposit, the name of the payor, instrument number, the amount of the payment, in each instance is as follows:

<u>Date</u>	<u>Payor</u>	<u>Instrument Number</u>	<u>Amount</u>
8/16/11	Zia & Nasir Sherzai	120	\$345.00
8/19/11	Prestige Craftsman Corp.	1148	\$176.00
8/23/11	Juan Gallardo	9145049610	\$83.00
8/26/11	Sefika Alijaj	2355	\$167.00
11/7/11	Juan Solis	14375850873	\$100.00
11/7/11	Andrew Rivera	1045	\$500.00
11/7/11	Prestige Craftsman Corp.	1173	\$213.00
11/7/11	Juan Zapata	14361838219	\$120.00
12/1/11	Maria Curiel-Cordova	1116	<u>\$78.00</u>
Total			\$1,782.00

Failed to Keep Insurance Premium in Trust Account and Misappropriated Money or Property Received in Course of Insurance Business; or Commingled Premium with Other Money in Trust Account

Jaskic and Jaskic Insurance are each subject to enforcement action pursuant to ORS 744.074(1)(b) for violating ORS 744.083(1); and also subject to enforcement action pursuant to ORS 744.074(1)(d). Alternatively, Jaskic Insurance is subject to enforcement action pursuant to ORS 744.074(1)(b) for violating ORS 744.083(2). ORS 744.074(1)(b) permits the director to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person violates any insurance law, or violates any rule, subpoena, or order of the director or of the insurance regulator of another state or Mexico or Canada. ORS 744.083(1) requires a person that is licensed in Oregon as a resident insurance producer to account for and maintain, *i.e.* deposit and keep, in a trust account all premiums received by the person until paid to the insurer, producer, or insured entitled to the money. ORS 744.074(1)(d) permits the director

to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person improperly withheld, misappropriated, or converted, any moneys or properties received by the person in the course of doing insurance business. ORS 744.083(2) prohibits a person that is licensed in Oregon as a resident insurance producer from commingling or otherwise combining premiums with other money in an insurance premium trust account, unless permitted otherwise. Jaskic, individually and on behalf of Jaskic Insurance, withdrew or caused to be withdrawn a total of \$1,952.70 from Jaskic Insurance's account at Bank of America National Association (Bank of America), account number 4850 0638 5548, in 10 instances from 10/3/11 to 11/2/11; and a total of \$2,799.71 from its account at U.S. Bank National Association (U.S. Bank), account number 1 536 6554 1253, in 20 instances, from 3/11/12 to 6/17/13, for total of \$4,752.41 in a total of 30 instances during both periods. Each account was Jaskic Insurance's insurance premium trust account during the respective period. If the money that was withdrawn was insurance premium, then the money should have been kept in the account until paid to the insurer or another producer entitled to the premium, or refunded to the insured that paid the premium. However, after the money was withdrawn, it was not paid to the insurer or another producer entitled to the premium, or refunded to the insured that paid the premium. Instead, the money was used to pay for Jaskic's personal expenses or Jaskic Insurance's business expenses or both. Alternatively, if the money that was withdrawn was not insurance premium, then it should not have been initially deposited into the account and when it was initially deposited into the account it was commingled therein with insurance premiums. The date of the withdrawal, the name of the payee or method of withdrawal, the bank from which the money was withdrawn, and the amount of the withdrawal, is as follows:

<u>Date</u>	<u>Payee/Method of Withdrawal</u>	<u>Bank</u>	<u>Amount</u>
10/3/11	ATM withdrawal	Bank of America	\$300.00
10/3/11	ATM withdrawal	Bank of America	\$100.00
10/3/11	Withdrawal	Bank of America	\$82.50
10/3/11	Withdrawal	Bank of America	\$20.00

10/3/11	Withdrawal Fee	Bank of America	\$2.00
10/4/11	CheckCard – “Taco Bell”	Bank of America	\$11.98
10/5/11	ATM withdrawal	Bank of America	\$140.00
10/21/11	ATM withdrawal	Bank of America	\$300.00
10/27/11	ET – “Comcast”	Bank of America	\$498.11
11/2/11	ET – “Comcast”	Bank of America	\$498.11
3/11/13	Visa – “Clear”	U.S. Bank	\$5.00
3/11/13	Visa – “Marsh”	U.S. Bank	\$751.00
3/15/13	Visa – “NIPR”	U.S. Bank	\$352.36
3/18/13	Visa – “Europa PDX”	U.S. Bank	\$16.44
3/18/13	Visa – “Clear”	U.S. Bank	\$49.99
3/18/13	Visa – “Clear”	U.S. Bank	\$49.99
3/18/13	Visa – “Office Depot	U.S. Bank	\$99.99
4/8/13	Visa – “Starbucks	U.S. Bank	\$8.80
4/8/13	Visa – “McDonalds	U.S. Bank	\$16.73
4/8/13	Visa – “Falls Concession	U.S. Bank	\$61.00
4/8/13	Visa – “Walmart”	U.S. Bank	\$67.74
4/8/13	ATM withdrawal	U.S. Bank	\$103.00
4/8/13	Visa – “Fastv”	U.S. Bank	\$280.00
4/10/13	Visa – “SOS OR Corp...”	U.S. Bank	\$50.00
4/10/13	Visa – “SOS OR Corp...”	U.S. Bank	\$100.00
4/11/13	Visa – “Fry’s Electronic”	U.S. Bank	\$479.99
4/15/13	Visa – “VTF State Insur”	U.S. Bank	\$105.45
4/26/13	ATM withdrawal	U.S. Bank	\$102.25
5/17/13	Visa – “Clear”	U.S. Bank	\$49.99
6/17/13	Visa – “Clear”	U.S. Bank	<u>\$49.99</u>
Total			\$4,752.41

Commingled Premium with Other Money in Trust Account

Jaskic and Jaskic Insurance are each subject to enforcement action pursuant to ORS 744.074(1)(b) for violating ORS 744.083(2). ORS 744.074(1)(b) permits the director to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person violates any insurance law, or violates any rule, subpoena, or order of the director or of the insurance regulator of another state or Mexico or Canada. ORS 744.083(2) prohibits a person that is licensed in Oregon as a resident insurance producer from commingling or otherwise combining premiums with other money in an insurance premium trust account, unless permitted otherwise. Jaskic, individually and on behalf of Jaskic Insurance, deposited or caused to be deposited a total of \$2,950.00

into its account at U.S. Bank, account number 1 536 6554 1253, from 1/29/13 to 6/18/13, in six instances. Jaskic personally endorsed five of the six checks deposited, and arranged for the “payday” loan to be electronically deposited into the account. The money was not payment or refund of premium for insurance, or any other purpose permitted by ORS 744.083(3). However, the account was Jaskic Insurance’s insurance premium trust account. Thus, Jaskic and Jaskic Insurance commingled non-premiums with premiums in Jaskic Insurance’s insurance premium trust account. The date of the deposit, the name of the payor, instrument number, the amount of the payment, is as follows:

<u>Date</u>	<u>Payor</u>	<u>Instrument Number</u>	<u>Amount</u>
1/29/13	R. Lungoci for rent	587	\$250.00
3/6/13	R. Lungoci for rent	586	\$250.00
3/6/13	Health Dist for rent	3479	\$575.00
4/4/13	Health Dist for rent	3492	\$625.00
4/4/13	R. Lungoci for rent	488	\$250.00
5/30/13	ODR for taxes 2010	38040125	\$102.35
6/18/13	Castle Payday Loans	Electronic	<u>\$1000.00</u>
Total			\$2,950.00

Transacted Insurance in Oregon as an Intermediary Without a License

Jaskic is subject to enforcement action pursuant to ORS 744.074(1)(b) for violating ORS 744.053. ORS 744.074(1)(b) permits the director to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person violates any insurance law, or violates any rule, subpoena, or order of the director or of the insurance regulator of another state or Mexico or Canada. ORS 744.053 prohibits a person who is not licensed in Oregon as an insurance producer from selling, soliciting, or negotiating insurance in Oregon. Jaskic has been licensed in Oregon as a resident individual insurance producer from 10/1/04 to 6/30/13 and since 11/20/13. Jaskic was not licensed from 7/1/13 to 11/19/13. Jaskic Insurance has been appointed by Omni Insurance Company since 2/26/10. Jaskic, on behalf of Jaskic Insurance, sold 88 insurance policies issued by Omni Insurance Company (Omni) to persons

residing in Oregon from 7/1/13 to 11/19/13 while Jaskic was not licensed. Omni paid Jaskic Insurance \$12,051.29 in commissions for selling the insurance.

Failed to Respond, Completely Respond, or Timely Respond, to Director's Inquiry

Jaskic and Jaskic Insurance are each subject to enforcement action pursuant to ORS 744.074(1)(b) for violating ORS 731.296 because of the following circumstances. ORS 744.074(1)(b) permits the director to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person violates any insurance law, or violates any rule, subpoena, or order of the director or of the insurance regulator of another state or Mexico or Canada. ORS 731.296 requires a person who is licensed in Oregon in any capacity under the Insurance Code to promptly and truthfully respond to an inquiry from the director.

1. As described in more detail above, on 6/20/12, the director received from Andrade a complaint dated 6/16/12 about Jaskic Insurance. On or about 6/25/12 and again on 7/25/12, the director mailed two letters both dated 6/25/12 to Jaskic Insurance requesting certain information about the complaint. However, the letters were incorrectly addressed so Jaskic Insurance never received them. On 7/31/12, the director mailed by certified mail a letter dated 7/30/12 to Jaskic Insurance at its then last recorded business address of 1112 NE Halsey Street Suite E, Portland, OR 97220 requesting Jaskic Insurance to provide certain information about the complaint to the director within 21 days of receipt. The letter dated 7/30/12 enclosed a copy of the complaint and the letter dated and mailed on 6/25/12. ORS 731.248(3) provides that if the director mails by certified mail an order or notice to a person at their residence or business address as last recorded in the records of the Insurance Division, then the person is deemed to have received the order or notice when the document is deposited in a letter depository of the United States post office. Thus, Jaskic Insurance was required to provide the information by 8/21/12. On 8/6/12, the letter dated 7/30/12 was returned to the director undelivered, but marked "Forwarding Time Expired – Return to Sender," and indicated that Jaskic Insurance's then current address was 1320 SE 122nd Avenue,

Portland, OR 97233-1203. On 8/7/12, the director mailed by certified mail a letter dated 8/7/12 to Jaskic Insurance at its then current of address of 1320 SE 122nd Avenue, Portland, OR 97233-1203 continuing to request Jaskic Insurance to provide the information about the complaint to the director. The letter dated 8/7/12 enclosed a copy of the complaint and the letter dated and mailed on 6/25/12. On 8/8/12, Gutierrez signed for the letter. On 8/8/12 @ 12:09 PM, Jaskic sent an e-mail to the director saying "Can you please provide me with a better translation of this letter. I am totally confused of what [ ] his letter is trying to say. I do know that the customer has called to come pickup policy documents, and I have waited in the office for him, but he never showed up. We still have all of his paperwork if he is interested in picking it up." Jaskic did not explain what "paperwork" Jaskic Insurance had. Although Jaskic Insurance responded on 8/8/12 before the due date of 8/29/12, it did not provide the information requested. On 9/11/12, the director called and spoke to Jaskic. The director informed Jaskic that the translation of Andrade's complaint was sufficient to allow her to respond, her e-mail dated 8/8/12 @ 12:09 PM did not completely respond to the director's letter dated and mailed 6/25/12, and the director continued to request her to provide the information about the complaint to the director as originally requested in the letter dated and mailed on 6/25/12. Jaskic responded by saying something to the effect that Andrade has been insured since 2/13/12 because he paid the premium, he will not come to Jaskic Insurance's office to get proof that he is insured, and he will not talk to Jaskic. On 10/16/12, the director sent by certified mail a letter dated 10/8/12 to Jaskic Insurance at its current of address of 1320 SE 122nd Avenue, Portland, OR 97233-1203 continuing to request Jaskic Insurance to provide the information about the complaint to the director. The letter dated 10/8/12 enclosed a copy of the complaint and the letters dated 6/25/12 and 8/7/12. On 10/17/12, Jaskic signed for the letter. On or about 11/19/12, the director received by mail from Jaskic an undated letter, which was postmarked on or about 11/16/12, saying "Jose [Andrade] came and took insurance from us. Just like every other customer, we gave him an insurance card and a receipt. Jose does not want to communicate with us, we have called him

numerous times, and left messages asking him to come to the office, but unfortunately he wont [sic] call back and he will not stop by. I would ask MR Andrade to stop by my office, so we can issue him documentation and get this resolved." Again, Jaskic did not explain what "documentation" Jaskic Insurance had. Although Jaskic Insurance responded on 8/8/12 before the due date of 8/29/12, and again on 9/11/12 and on 11/19/12 after the due date of 8/29/12, Jaskic Insurance did not provide the information requested.

2. On 8/6/13 @ 11:34 AM, the director sent an e-mail to Jaskic at her last recorded business e-mail address of kozarcanka\_16@hotmail.com requesting Jaskic to provide certain information to the director by 8/27/13. On 9/13/13, not having received from Jaskic any response to the e-mail dated 8/6/13, the director mailed by certified mail a letter dated 9/13/13 to Jaskic at her last recorded business address of 1320 SE 122nd Avenue, Portland, OR 97233-1203, requesting Jaskic to provide the same information as requested in the e-mail to the director by 10/4/13. On 9/16/13, Jaskic signed for the letter. Jaskic did not provide the information requested in the e-mail dated 8/6/13 and letter dated 9/13/13, until, during an investigatory interview of Jaskic on 11/22/13, the director again asked some questions related to the information and Jaskic responded to the questions.

3. On 11/22/13, during an investigation interview, the director requested Jaskic to provide certain information but did not specify a due date. On 11/25/13 @ 11:11 AM, the director sent an e-mail to Jaskic at her last recorded business e-mail address of kozarcanka\_16@hotmail.com requesting Jaskic to provide the information by 12/9/13. On 12/9/13 @ 9:07 AM, Jaskic sent an e-mail to the director requesting more time to provide the information. On 12/9/13 @ 9:45 AM, the director sent an e-mail to Jaskic extending the due date from 12/9/13 to 12/18/13. Jaskic did not further respond to the e-mail letter dated 11/25/13 or provide the information requested during the interview on 11/22/13 and e-mail dated 12/9/13 @ 9:07 AM.

4. On 7/15/14, the director sent a letter dated 7/15/14 to Jaskic requesting Jaskic to provide certain information to the director by 8/5/14. The director sent the

letter by first class and certified mail to Jaskic's last recorded residence address of 9948 SE Hult Street, Portland, OR 97266-1395 and to her last recorded business address of 1320 SE 122nd Avenue, Portland, OR 97233-1203, and by e-mail to her last recorded business e-mail address of kozarcanka\_16@hotmail.com. On 7/17/14, Jaskic signed for the letter sent by certified mail to Jaskic's last recorded residence address of 9948 SE Hult Street, Portland, OR 97266-1395. On 7/22/14, the director received unclaimed the letter sent by certified mail to Jaskic's last recorded business address of 1320 SE 122nd Avenue, Portland, OR 97233-1203. The letter had been forwarded by the US Postal Service to 5317 NE Portland Highway, Portland, OR 97218-2343. However, there was a handwritten notation on the envelope indicating that Jaskic was "not at [the] address" of 5317 NE Portland Highway, Portland, OR 97218-2343. On 8/5/14 @ 11:17 AM, Jaskic sent an e-mail to the director saying "I am asking for more time to collect all of the information asked. If I can do it by the next month. I have had too much going on and no time to sit down and collect the evidence. My daughter was in the hospital for almost a week and had a surgery so I was taking care of her, plus my grandmother is on life support and dying." On 8/5/14 @ 11:41 AM, the director sent an e-mail to Jaskic saying "I am sorry to hear of your circumstances. We grant you an extension from 8/5/14 to 8/25/14 but no longer. In the meantime, what is your current business address?" On 8/25/14 @ 10:26 AM, Jaskic sent an e-mail to the director saying "I forgot what my extention [sic] date is on answering the questions. Its for Jaskic Insurance LLC. I also wanted to see what would happen if I just decided to stop insurance all together. I really just want everything to go away and not deal with things anymore. This has escalated into something bigger, and yet I did everything I could to make it right. Not worth the stress. What happens if I just walk away from it all and shut down the business. I am sorry I am just contacting you today, but my grandma has passed away, and my daughter had surgery that I have literally forgot about all of this." On 8/25/14 @ 10:35 AM, the director sent an e-mail to Jaskic saying "The extension date is today. See the attached e-mail dated 8/5/14 @ 11:41 AM. If you 'really just want everything to go away and not deal with things

anymore,' then you need to call me today to discuss how this might happen." On 8/25/14 @ 11:11 AM, Jaskic called the director to discuss concluding this case without a hearing. Jaskic did not further respond to the letter dated 7/15/14 or provide the information requested therein.

Failed to Notify Director of Addition of Assumed Business

Jaskic Insurance is subject to enforcement action pursuant to ORS 744.068(1) because of the following circumstances. ORS 744.068(1) requires a person licensed in Oregon as an insurance producer to notify the director before using an assumed business name while transacting insurance in Oregon. On 4/9/13, Jaskic, as the sole member of Jaskic Insurance, registered with the Oregon Secretary of State, Corporation Division, the assumed business name of "Aseguranza Latina." Since sometime in April 2013, Jaskic Insurance has been using the assumed business name of "Aseguranza Latina" while transacting insurance. Jaskic was required to notify the director of the use of the assumed business name by at least 5/9/13. On 11/22/13, 197 days late, during an investigation interview with the Insurance Division, Jaskic, on behalf of Jaskic Insurance, notified the director of the use of the assumed business name.

Trust Account Checks Not Properly Labeled

Jaskic Insurance is subject to ORS 744.074(1)(b) for violating OAR 836-074-0020(4). ORS 744.074(1)(b) permits the director to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person violates any insurance law, or violates any rule, subpoena, or order of the director or of the insurance regulator of another state or Mexico or Canada. OAR 836-074-0020(4) states that "[e]ach check or other instrument drawn on a[n insurance producer's insurance premium] trust account must clearly identify that it is drawn on an insurance premium funds trust account." On 1/3/13, Jaskic Insurance opened an account at U.S. Bank, account number 1 536 6554 1253. The account was Jaskic Insurance's insurance premium trust account at the time. The checks drawn on the account at least from January

to June 2013, and especially on 3/19/13 and 5/24/13, did not indicate that the account was an insurance premium trust account.

Failed to Notify Director of Change of Business Address or Telephone Number

Jaskic and Jaskic Insurance are each subject to enforcement action pursuant to ORS 744.074(1)(b) for violating ORS 744.068(4)(a). ORS 744.074(1)(b) permits the director to take any authorized enforcement action against a person who has applied for a license or is licensed in Oregon as an insurance producer if the person violates any insurance law, or violates any rule, subpoena, or order of the director or of the insurance regulator of another state or Mexico or Canada. ORS 744.068(4)(a) requires a person licensed in Oregon as an insurance producer to notify the director of a change of address or telephone number of the principal place of business or any location at which the insurance producer transacts business not later than the 30th day after the date of the change.

1. Sometime before February 2014, Jaskic and Jaskic Insurance moved their principal place of business from 1320 SE 122nd Avenue, Portland, OR 97233-1203 to 5317 NE Portland Highway, Portland, OR 97218-2343. Jaskic and Jaskic Insurance were required to notify the director of the change by at least 4/1/14. Jaskic and Jaskic Insurance did not notify the director of the change.

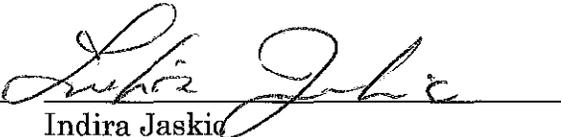
2. Sometime before May 2014, Jaskic and Jaskic Insurance moved their principal place of business from 5317 NE Portland Highway, Portland, OR 97218-2343 to 16100 SE Stark Street, Portland, OR 97233-3530. Jaskic and Jaskic Insurance were required to notify the director of the change by at least 6/2/14. On 8/25/14, at least 84 days late, Jaskic and Jaskic Insurance notified the director of the change but only after the director began investigating them and on multiple occasions requested them to provide the information to the director.

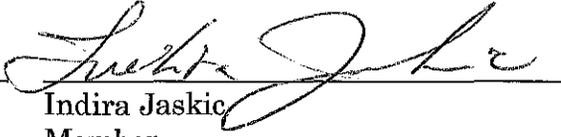
**Action**

Pursuant to ORS 744.074(1), Jaskic's Oregon resident individual insurance producer license, and Jaskic Insurance's Oregon resident business entity insurance producer license, are each revoked on the date of this order.

As consideration for the director not taking additional enforcement action against Jaskic and Jaskic Insurance for the violations described herein, Jaskic and Jaskic Insurance each agree to never apply for any license authorized by ORS Chapter 744; or have any equity interest in, be an officer or director of, or be employed by or contracted with, any person that is issued any license authorized by ORS Chapter 744.

Jaskic and Jaskic Insurance each understand that nothing herein precludes the director from taking enforcement action against Jaskic and Jaskic Insurance for violations not described herein.

Dated 9/2/14   
Indira Jaskic

Dated 9/2/14   
Indira Jaskic  
Member  
Jaskic Insurance LLC

**FINAL ORDER**

The director incorporates herein the above stipulation, adopts it as the director's final decision in this proceeding, and orders that the action stated therein be taken.

Dated SEP 03 2014   
Laura N. Cali, FCAS, MAAA  
Insurance Commissioner and Chief Actuary

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