



BEFORE THE IOWA INSURANCE COMMISSIONER

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| IN THE MATTER OF |) | Division Case No. 111488 |
| |) | |
| TOUBL CONTRACTING, INC.; and |) | SUMMARY CEASE AND |
| |) | DESIST ORDER |
| JEREMY J. TOUBL, |) | |
| |) | |
| DOB: 5/15/XXXX |) | |
| |) | |
| Respondents. |) | |

On October 22, 2021, Compliance Attorney Lanny Zieman, on behalf on the Iowa Insurance Division (“Division”), submitted a petition requesting the issuance of a summary cease and desist order.

NOW THEREFORE, the Commissioner of Insurance, Douglas M. Ommen, pursuant to the provisions of Iowa Code chapter 522C—Licensing of Public Adjusters and Iowa Administrative Code chapter 191—55 Licensing of Public Adjusters does hereby make and issue the following findings of fact, conclusions of law and summary cease and desist order (“Order”):

I. PARTIES AND JURISDICTION

1. The Commissioner of Insurance, Douglas M. Ommen, directly and through his designees, administers and enforces Iowa Code chapter 522C—Licensing of Public Adjusters and Iowa Administrative Code chapter 191—55, Licensing of Public Adjusters.
2. Toubl Contracting, Inc. (“Toubl Contracting”) is a foreign for profit cooperation with its principal office located at 17721 Chandler Drive, Omaha, Nebraska 68136.
3. Jeremy Toubl (“Toubl”) is an individual with a last-known address of 14001 NW 150th Street, Piedmont, Oklahoma 73078.
4. Toubl is the president of Toubl Contracting.

5. Toubl Contracting's certificate of authority was filed with the Iowa Secretary of State on July 26, 2019.
6. Toubl Contracting's registered agent is Registered Agents Inc. located at 315 E 5th Street, suite 202, Waterloo, Iowa 50703.
7. Pursuant to Iowa Code § 505.28, Toubl Contracting and Toubl, hereinafter referred to as ("Respondents") have consented to the jurisdiction of the Commissioner of Insurance by committing acts governed by Iowa Code chapter 522C.
8. From or about August 10, 2020 to present, Respondents engaged in acts and practices within the state of Iowa constituting cause for a summary order to cease and desist from engaging in such acts or practices and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code § 505.8(10), Iowa Code chapter 522C, and rules adopted pursuant to this chapter.

II. FINDINGS OF FACT

9. Toubl Contracting is not a licensed public adjuster business entity producer in the state of Iowa.
10. Toubl is not a licensed public adjuster in the state of Iowa.
11. On August 10, 2020, the state of Iowa was hit by a catastrophic Derecho ("2020 Derecho").
12. Toubl Contracting's website identifies "insurance claims" as part of "our services."
13. Toubl Contracting's website "ABOUT US"—"SERVICES" tab shows "THE CONSTRUCITON PROCESS" as follows

1. First, we will get approval by your insurance company to perform the necessary repairs. Pricing will be determined by the insurance company and Toubl Contracting through *estimate negotiation*. *We will do our best to settle your claim properly* and in a timely manner. Once approved by your

insurance carrier, they will release a First Check. This will be a depreciated amount for you to begin repairs of approved damage. . . (emphasis added)

Consumers EM and CM

14. Consumers EM and CM's home and property located in Linn County Iowa received significant damage caused by the 2020 Derecho.

15. Consumers EM and CM's home and property were insured by Selective Insurance Company of South Carolina ("Selective").

16. Consumers EM and CM filed an insurance claim with Selective related to damage caused to their home and property by the 2020 Derecho.

17. Respondents assisted Consumers EM and CM in remediating damage caused by the 2020 Derecho for compensation.

18. On February 27, 2021, Toubl emailed Selective's desk adjuster as follows

[Selective desk adjuster]

Below is the State of Iowa Administrative Code and here's the link to the Iowa Legislature website [Iowa Legislature: 191.15](#)

Every customer I've dealt with knows this Code and talks about it. Every single claim that has any issues with quality, color or size of a damaged material has paid for the entire roof, soffit, fascia, windows, paint, etc, etc, etc... It is my understanding that early last year, this Code wasn't floating around Social Media, and not every insurance company was openly discussing it, but State Farm and some others have been really straight forward in cut and dry, if the homeowner doesn't feel the suggested material is reasonable in color, quality or size, they pay for it.

I've included [Consumers EM and CM] as they are interested in knowing we are moving forward. As I stated to you in the previous email, once you review my estimate, if there are any line items that you would like to *discuss or negotiate*, please let me know. My company is just trying to order, schedule and complete projects in a timely fashion.

Thanks,
Jeremy
(emphasis added).

19. On April 6, 2021, Toubl again emailed Selective’s desk adjuster as follows

[Selective desk adjuster]

Siding: Garage siding – its metal, you cannot remove and harvest for fixing pieces, it has screws in it, they aren’t harvestable.. *you must replace the 2 sides as I have estimated – please approve. . .*

Pricing, Xactimate, OH&P: This pricing is currently below fair market value, but for use of common terms in the insurance restoration industry, we have chosen to use Xactimate for our estimates. Our estimate is a Lump Sum estimate, including overhead and profit costing on all line items. OH&P is not something that you decide if it exists or not on Toubl estimates. You do not dictate pricing. I am the contractor of choice, my estimate is in line with fair market pricing. . .

We are extremely busy and although willing to help, we would like to get the repair scope and estimate settled.

Thanks,
Jeremy
(emphasis added).

20. On April 7, 2021, Selective’s desk adjuster ceased communications with Toubl due to Toubl’s accusations and assumptions Toubl was not “qualified or authorized to engage.”

III. CONCLUSIONS OF LAW

COUNT ONE

Unlicensed Public Adjuster

21. Iowa Code § 522C.4 states a “person shall not operate as or represent that the person is a public adjuster in this state unless the person is licensed by the commissioner in accordance with this chapter.” (See also Iowa Administrative Code rule 191—55.3).

22. Iowa Code § 522C.2(7) provides that:

“Public adjuster” means any person who for compensation or any other thing of value acts on behalf of an insured by doing any of the following:

- a. Acting for or aiding an insured in negotiating for or effecting the settlement of a first-party claim for loss or damage to real or personal property of the insured.

b. Advertising for employment as a public adjuster of first-party insurance claims or otherwise soliciting business or representing to the public that the person is a public adjuster of first-party insurance claims for loss or damage to real or personal property of an insured.

c. Directly or indirectly soliciting business investigating or adjusting losses, or advising an insured about first-party claims for loss or damage to real or personal property of the insured.

23. Toubl Construction solicited business investigating, adjusting, or advising first-party claims for loss or damage to real or personal property with its website representation that its services include insurance claims. Toubl Construction's website represents that it engages in "estimate negotiation" with insurance companies and Toubl Construction "will do our best to settle your claim properly."

24. Toubl, on multiple occasions, acted for and aided an insured in negotiating the settlement of a first-party claim for loss or damage to real or personal property of Consumers EM and CM.

25. Respondents' acts and practices have been in violation of Iowa Code § 522C.4, subjecting Respondents to an order requiring Respondents to cease and desist from engaging in such acts or practices and any other corrective action the Commissioner deems necessary and appropriate pursuant to Iowa Code §§ 505.8, 507A, and 507.

IV. POLICY REASONS

26. The purpose of a public adjuster is to assist the insured in negotiating a fair settlement of an insurance claim. A public adjuster's license imputes specific duties of care and statutory responsibilities that a public adjuster must follow in serving the interests of the insured. An unlicensed public adjuster is not bound by such duties of care nor are they required to serve the best interests of the insured, therefore, it is in the public interest for the Commissioner to enforce

the insurance laws of this state that require all persons acting as public adjusters be properly licensed.

V. ORDER

WHEREFORE, IT IS ORDERED pursuant to the powers granted to the Commissioner of Insurance by Iowa Code chapters 505, 507B, and 522C:

- A. Respondents shall not, in the state of Iowa, do any of the following:
- (1) Act for or aid an insured in negotiating for or effect the settlement of a first-party claim for loss or damage to real or personal property of the insured;
 - (2) Advertise for employment as a public adjuster of first-party insurance claims or otherwise solicit business or represent to the public that the person is a public adjuster of first-party insurance claims for loss or damage to real or personal property of an insured; or
 - (3) Directly or indirectly solicit business investigating or adjusting losses, or advising an insured about first-party claims for loss or damage to real or personal property of the insured.
- B. Pursuant to Iowa Code §522C.6, Respondents, and any unlicensed employees, agents, or contracted parties working on Respondents' behalf, shall cease and desist from any and all acts or practices in the state of Iowa that require licensure as a public adjuster.
- C. Respondents and its agents, representatives, employees and officers may perform any of the following acts without violating Iowa Code §522C.6:
- (1) Solicit and offer repair or reconstruction services to homeowners or business owners;
 - (2) Offer opinion to an insured homeowner or business owner as to whether damage was caused by wind, hail, storm or other incident normally covered by an insurance policy;
 - (3) Prepare an estimate and scope of work for the loss;
 - (4) Discuss with the customer the estimate or scope of work;

NOTICE OF RIGHT TO REQUEST HEARING

YOU ARE NOTIFIED that you may request a contested case proceeding and a hearing on this matter within thirty (30) days from the date that the order is issued according to Iowa Code §§ 522C.6 (3)(c) and 507B.6A. This request must be filed to the attention of the Enforcement Bureau: **enforcement.filings@iid.iowa.gov**.

If requested, a notice of the hearing shall be prepared by the Division and shall be issued no later than thirty (30) days from the date of receipt of a timely request for a contested case proceeding and hearing. The resulting hearing will be held in accordance with Iowa Administrative Code Chapter 191—3.

NOTICE OF FINAL ORDER AND FAILURE TO REQUEST A HEARING

If you fail to request a hearing within thirty (30) days of the date of this Cease and Desist Order, the Order shall become final by operation of law and shall be enforceable by the Commissioner of Insurance in an administrative or court proceeding.

NOTICE OF EXHAUSTION OF ADMINISTRATIVE REMEDIES AND RIGHT TO SEEK JUDICIAL REVIEW

The failure to request a hearing may constitute a failure to exhaust your administrative remedies and limit the issues subject to judicial review. You may seek judicial review of this Order pursuant to Iowa Code Chapter 17A after the Order becomes final.

NOTICE OF PENALTIES FOR VIOLATION OF THIS ORDER

YOU ARE NOTIFIED that a person or insurer who violates this Order shall be deemed in contempt of this Order. The Commissioner may petition the district court to hold a hearing to enforce the order as certified by the Commissioner. The district court may assess a civil penalty against you and may issue further orders as it deems appropriate.