

STATE OF ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

In the Matter of:

No. 19A-136-INS

ROSSETTI, FRANK
(National Producer Number 15215218)

CONSENT ORDER

Respondent.

The Arizona Department of Insurance and Financial Institutions (“Department”) alleges that **Frank Rossetti** (“**Rossetti**” or “**Respondent**”) violated provisions of Title 20, Arizona Revised Statutes (“A.R.S”). Respondent wishes to resolve this matter without the commencement of formal proceedings, and admits the following Findings of Fact are true, and consents to the entry of the following Conclusions of Law and Order.

FINDINGS OF FACT

1. Rossetti is, and was at all material times, licensed as an Arizona resident insurance producer with four lines of authority: life, accident and health or sickness, casualty, and property insurance. Rossetti’s license, number 15215218, was last renewed on October 8, 2019, and is scheduled to expire on August 31, 2023.

2. Rossetti’s business and mailing address of record with the Department is 19810 North 47th Lane, Glendale, Arizona, 85308-5167. Rossetti’s business e-mail address of record with the Department is frank.rossetti@gmail.com.

Safeco Insurance Company Complaint

3. On or about July 25, 2017, Safeco Insurance Company (“Safeco”) submitted a complaint to the Department alleging Rossetti intentionally misspelled applicants’ names

1 during the quoting process. This resulted in applicants being accepted for policies they
2 would have otherwise been rejected for or being quoted at lower premium levels.

3 4. Safeco further alleged that Rossetti provided insurance documents for his
4 applicants to submit in order to qualify them for policy discounts they would otherwise have
5 not received.

6 5. Safeco provided several of the alleged altered documents they received from
7 Rossetti's applicants, including a document that had the name of the Respondent's brother,
8 Patrick Rossetti, listed.

9 6. During an Examination Under Oath ("EUO") on August 6, 2019, Rossetti
10 denied contracting policies with misspelled names. He confirmed quoting and binding his
11 brother's Safeco policy but denied intentionally misspelling his brother's name, stating that
12 his brother's policy was completed with accuracy.

13 7. Rossetti admitted to providing sample "templates" of policy declaration pages
14 to applicants but denied altering or coaching applicants to alter these templates. Rossetti
15 suggested that his brother altered the declaration pages by inserting his own name into the
16 sample template.

Metlife Insurance Company Complaint

13 8. On or about March 3, 2019, Metlife Property and Casualty Insurance Company
14 ("Metlife") submitted a complaint alleging that Rossetti altered eleven new business
15 applications, gave discounts on quotes that did not meet the discount criteria, and submitted
16 altered documents.

16 9. During the August 6, 2019 EUO, Rossetti admitted to sending templates,

1 including university transcripts, to his applicants as guides but denied altering or coaching
2 the applicants to alter the documents. Rossetti stated that he has since stopped submitting
3 these templates to applicants.

2020 Consumer Complaint

4 10. On or about March 31, 2020, a consumer submitted a written complaint to the
5 Department alleging that Rossetti created an insurance policy in her name without her
6 knowledge or consent.

7 11. The consumer also alleged that on or about March 1, 2020, she received a
8 policy cancellation notice for non-payment from State Auto Insurance (“State Auto”). The
9 consumer stated this cancellation notice listed Rossetti as the writing agent of the policy.
10 The consumer contacted Rossetti to inquire why she received this notice when she did not
11 have a State Auto policy. Rossetti did not inform the consumer that a policy had been
12 created in her name and told her that this was only a marketing tactic by State Auto.

13 12. The consumer stated on or about March 19, 2020, she received a second notice
14 from State Auto in reference to an accident claim filed on this same policy. The consumer
15 inquired into the matter with State Auto and learned that Rossetti had created this State Auto
16 policy for her adult son on September 30, 2019.

17 13. The consumer stated that the policy listed her name on the policy but listed her
18 son’s vehicle as the insured vehicle. The consumer stated this policy showed her electronic
19 signature on the application and learned this policy application was sent to the email address
20 of azfatloss@aol.com to obtain her signature. The consumer stated that this was neither her
21 nor her son’s email address.

1 14. The consumer stated she contacted Rossetti on March 27, 2020 and confronted
2 him about the information she discovered, accused him of identity theft, and instructed him
3 to not use her name on any future insurance policies for her son.

4 15. On or about June 29, 2020, the consumer made a second complaint to the
5 Department alleging Rossetti had again created an insurance policy without her knowledge
6 or consent.

7 16. The consumer learned that Rossetti created an additional auto policy through
8 Infinity Casualty Insurance Company (“Infinity”) by the same means he created the State
9 Auto policy. The consumer learned that an application for an Infinity policy was allegedly
10 signed on her behalf, by and from an electronic signature request sent to the email address of
11 azfatloss@aol.com.

12 17. The Department requested and received from State Auto and Infinity the
13 consumer’s policy applications. The Department observed both applications were written by
14 Rossetti and signed with the consumers name via electronic signature.¹⁹ The Infinity
15 application was completed and signed on March 31, 2020, three days following the
16 consumer’s call to Rossetti.

 18. Both State Auto and Infinity advised the Department that the email address of
azfatloss@aol.com was used to email the application and obtain the consumer’s electronic
signature. The signatures were subsequently provided electronically, from that email
address, in both applications.

 19. On October 9, 2020, the Department conducted a virtual meeting with Rossetti
regarding the consumer’s complaints. Rossetti confirmed that he created both the State Auto

1 and Infinity policies for the consumer's son. Rossetti stated that the consumer's name auto-
2 populated when he prepared her son's insurance quote. Rossetti stated that he did not
3 intentionally place the consumer as the primary policy holder. He stated that underwriters at
the insurance company assigned the consumer as the primary policy holder.

4 20. Rossetti confirmed the consumer called him twice in March 2020 and that
5 during the second call, on March 27, 2020, the consumer angrily confronted him and
6 requested no further applications be created in her name. Rossetti claimed that he did create
the Infinity policy on March 31, 2020.

7 21. Rossetti stated the azfatloss@aol.com email address was provided to him by
8 the consumer's son. Rossetti stated he was not aware of or familiar with this email address
prior to contracting the consumer's application.

9 22. On or about October 29, 2020, the Department's investigation revealed the
10 azfatloss@aol.com email was created on June 8, 2017 and the email subscriber's phone
number matched the telephone number the Department has on file for Rossetti.

11 23. On November 16, 2020, the Department conducted a second virtual meeting
12 with Rossetti. When presented with the factual information regarding the subscriber details
13 for the azfatloss@aol.com email address, Rossetti denied he created this email address.
14 Rossetti denied he emailed both the State Auto and the Infinity applications to himself and
signed these applications on behalf of the consumer.

15 24. On or about February 17, 2021, the Department's investigator found evidence
16 that the azfatloss@aol.com email address had been used by two of Rossetti's clients in 2018.
Each of these clients had submitted emails to Metlife from this email address to provide prior

1 proof of insurance in order to qualify for policy discounts.

2 25. Both clients' emails contained insurance document templates that Rossetti had
3 previously admitted to providing to his clients. Neither of these clients appeared related by
4 either name or address.

5 **CONCLUSIONS OF LAW**

6 26. The Director of the Department ("Director") has jurisdiction over this matter.

7 27. Respondent's conduct, as described above, constitutes a violation of Title 20 or
8 any rule, subpoena or order of the Director, within the meaning of A.R.S. § 20-295(A)(2).

9 28. Respondent's conduct, as described above, constitutes a violation in the
10 conduct of business in this state or elsewhere, within the meaning of A.R.S. § 20-295(A)(8).

11 29. Grounds exist for the Director to suspend for not more than twelve months or
12 revoke Respondent's insurance producer license, pursuant to A.R.S. § 20-295(A).

13 30. Grounds exist, in addition to or instead of any other penalty imposed by law,
14 for the Director to impose a civil penalty of not more than \$250.00 for each unintentional
15 failure or violation up to an aggregate civil penalty of \$2,500.00, or impose a civil penalty of
16 not more than \$2,500.00 for each intentional failure or violation, up to an aggregate civil
penalty of \$15,000.00, pursuant to A.R.S. § 20-295(F)(1) and (2).

1 **ORDER**

2 IT IS HEREBY ORDERED THAT:

3 1. **Frank Rossetti's** insurance producer license, number 15215218, is
4 immediately surrendered.

5 2. **Frank Rossetti** agrees that he will not apply for any license subject to
6 regulation by the Department for a period of at least five (5) years from the
7 issuance of this Final Order.

8 Effective this 21st day of June, 2021.

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10

Evan G. Daniels, Director
11 Arizona Department of Insurance and Financial Institutions

12 **CONSENT TO ORDER**

13 1. Respondent has reviewed the foregoing Findings of Fact, Conclusions of Law
14 and Order.

15 2. Respondent consents to the personal and subject matter jurisdiction of the
16 Department in this matter, and voluntarily consents to the entry of this Order.

17 3. Respondent is aware of his right to an administrative hearing in this matter and
18 hereby knowingly and voluntarily waives that right.

19 4. Respondent states that no promise of any kind or nature whatsoever, except as
20 expressly contained in this Consent Order, was made to induce him to enter into this Consent
21 Order and that he has entered into this Consent Order knowingly and voluntarily.

22 6. Respondent acknowledges that the acceptance of this Consent Order by the

1 Director is solely to settle this matter and does not preclude the Department from instituting
2 other proceedings as may be appropriate now or in the future. Furthermore, and
3 notwithstanding any language in this Consent Order, this Consent Order does not preclude in
4 any way any other state agency or officer or political subdivision of this state from instituting
5 proceedings, investigating claims, or taking legal action as may be appropriate now or in the
6 future relating to this matter or other matters concerning Respondent, including but not
7 limited to violations of Arizona's Consumer Fraud Act. Respondent acknowledges that,
8 other than with respect to the Department, this Consent Order makes no representations,
9 implied or otherwise, about the views or intended actions of any other state agency or officer
10 or political subdivision of the state relating to this matter or other matters concerning
11 Respondent.

12 7. Respondent acknowledges that this Consent Order is an administrative action
13 that the Department will report to the National Association of Insurance Commissioners
14 (NAIC). Respondent further acknowledges that he must report this administrative action to
15 any and all states in which they hold an insurance license and must disclose this
16 administrative action on any license application.

8. Respondent waives all rights to seek an administrative or judicial review or
otherwise to challenge or contest the validity of this Consent Order and its accompanying
parts before any court of competent jurisdiction.

06/14/21

Date

Frank Rossetti

Frank Rossetti
(NPN License No. 15215218)

1 **COPY** of the foregoing delivered by E-mail
this 22nd day of June, 2021, to:

2 Frank Rossetti
19810 N 47th Lane
Glendale, AZ 85308
3 Frank.rossetti@gmail.com
Respondent

4 Andrew Breavington, Esq.
Attorney for Respondent
5 Mitchell Stein Carey Chapman PC
2 N Central Ave., Ste 1450
Phoenix, AZ 85004

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7 **COPY** of the foregoing delivered/mailed same date, to:

8 Deian Ousounov, Regulatory Legal Affairs Officer
Ana Starcevic, Paralegal Project Specialist
Steven Fromholtz, Division Manager, Licensing Division
Jeff Eavenson, Investigator
9 Arizona Department of Insurance
100 North 15th Avenue, Suite 261
Phoenix, Arizona 85007-2630

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11 Francine Juarez

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