

STATE OF ALASKA  
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT  
DIVISION OF INSURANCE  
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STATE OF ALASKA

DEPARTMENT OF COMMERCE, COMMUNITY, & ECONOMIC DEVELOPMENT

DIVISION OF INSURANCE

In the Matter of: )  
 )  
MEDICAL AIR SERVICES ASSOCIATION )  
\_\_\_\_\_ )

Case No. D 12-04

STIPULATED AGREEMENT AND ORDER

The State of Alaska, Department of Commerce, Community, & Economic Development, Division of Insurance (division) and Medical Air Services Association (MASA), stipulate and agree that all allegations of violations of AS 21.09.010 and AS 21.36.030 that are included in the Cease and Desist Order D 12-04 issued to MASA are resolved as follows.

I. BACKGROUND

A. MASA is a membership association subject to regulation by the division. MASA is an association that sells an emergency transportation membership program in Alaska through its website and direct response marketing. MASA currently has members in Alaska, some of whom purchased their memberships in other states. The division reviewed available MASA membership program information, including the member services agreement, information provided on the MASA website, and information provided by Timothy W. Green, President of MASA, in response to the division's request for information about MASA's membership program and transactions in Alaska. The division determined that the MASA membership program is insurance and that MASA has been transacting insurance in Alaska without a certificate of authority as required under AS 21.09.010.

1                   B.       The division alleges that MASA misrepresented the services provided  
2 under its membership agreement in violation of AS 21.36.030(a); MASA disagrees with this  
3 allegation asserting that its membership agreement and advertising material accurately reflect  
4 its services. In order to settle this matter without a hearing, the parties acknowledge their  
5 disagreement regarding this allegation.

6                   II.       TERMS OF AGREEMENT

7                   1.       MASA's website and any other website that may solicit or reference  
8 MASA memberships, including any advertising or promotional material accessible by Alaska  
9 consumers will make clear that MASA memberships are not available in Alaska.

10                  2.       Neither MASA nor its affiliates or representatives will offer new MASA  
11 association memberships or seek new MASA business in Alaska. If MASA or any affiliate or  
12 representative of MASA desires to resume business in Alaska in the future, MASA will notify the  
13 division and provide evidence that it is in compliance with Alaska laws before transacting any  
14 business in Alaska.

15                  3.       MASA agrees to not renew all current memberships of Alaska citizens  
16 and to not renew those members who move to Alaska upon receiving notice of the relocation of  
17 such a member. MASA will notify Alaska members of the non-renewal within 30 days of the  
18 date that the director signs the order approving this agreement. If an Alaska member  
19 specifically requests termination of their MASA membership before the renewal date, MASA  
20 agrees to terminate the membership within 10 working days and refund the pro rata share of the  
21 membership fee for the period from the date of termination to the renewal date. MASA will  
22 provide the division with a copy of all notices of non-renewal and all refund requests with  
23 evidence of refunds to Alaska members.  
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4. By executing this agreement, MASA withdraws its request for a hearing on this matter.

5. The division and MASA understand that this agreement is not binding on the parties unless and until the director signs the order approving the agreement.

6. By executing the order approving this agreement, the director dismisses Cease and Desist Order D 12-04 issued in this matter.

DATED: 8/14/12

MEDICAL AIR SERVICES ASSOCIATION

By: 

Burnie Burner  
Attorney for MASA

DATED: 8/17/12

MICHAEL C. GERAGHTY  
ATTORNEY GENERAL

By: 

Nathaniel B. Atwood  
Assistant Attorney General

ORDER

IT IS ORDERED that this Stipulated Agreement and Order is adopted in full resolution of the issues in this case, and shall constitute the final order in this matter.

DATED this 20<sup>th</sup> day of August, 2012.



Bret S. Kolb  
Director