

STATE OF ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT
DIVISION OF INSURANCE
550 WEST SEVENTH AVENUE, SUITE 1560
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STATE OF ALASKA

DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT,

DIVISION OF INSURANCE

In the Matter of:)
APOLLO MT, LLC and ERIC L. STIRLING,)
Licensees.)

Case No. D 13-07

STIPULATED AGREEMENT AND ORDER

The Division of Insurance (division) and Apollo MT, LLC (Apollo) and Eric L. Stirling (Dr. Stirling), the licensees in this case, stipulate and agree to the following:

I. BACKGROUND

A. Apollo is an Alaska limited liability company, entity number 114985.

Apollo also holds Alaska insurance producer license number 77004. Dr. Stirling is the president of Apollo and holds Alaska insurance producer license number 77005.

B. Under the above-referenced licenses, Apollo and Dr. Stirling sell insurance policies that are underwritten by the Unified Life Insurance Company.

C. In February 2012, Dr. Stirling sent an inquiry to the division questioning the legality of an emergency transportation membership program operated by Medical Air Services Association (MASA).

D. In approximately the middle of 2012, while the division was still investigating MASA's activities in this state, without consulting with the division and without the division's knowledge, Apollo and Dr. Stirling began marketing and issuing emergency

1 transportation memberships, which, upon later review, the division found to be comparable to
2 the MASA program.

3 E. In August 2012, the division and MASA entered into a Stipulated
4 Agreement and Order, which clearly stated that the MASA membership program is insurance
5 and that MASA had been transacting insurance in Alaska without the necessary certificate of
6 authority. See Case No. D 12-04.

7
8 F. In December 2012, Dr. Stirling sent an inquiry to the division regarding
9 the status of its investigation of the MASA program and the division provided Dr. Stirling with
10 the agreement and order No. D 12-04.

11 G. Even after his inquiry and receipt of the MASA settlement, Dr. Stirling
12 and Apollo continued to market an association membership program, which was operated under
13 the name of Medical Transport Association, Apollo Medi Trans, or AMT (hereinafter
14 collectively referred to as MTA). MTA is an emergency transportation membership program
15 sold in Alaska through its website and direct response marketing. This association membership
16 program currently has approximately 20 Alaska members.

17
18 H. In late 2012 and early 2013, the division reviewed available MTA
19 membership program information, including the member services agreement, information
20 provided on the Apollo or MTA websites, and information provided by Dr. Stirling, in response
21 to the division's request for information about Apollo's MTA membership program and
22 transactions in Alaska.

23 I. The MTA membership program is insurance and Apollo and Dr. Stirling
24 have been transacting insurance in Alaska without a certificate of authority as required under
25 AS 21.09.010 since they started the program.
26

1 J. By transacting insurance without a certificate of authority as required by
2 Alaska law, Apollo and Dr. Stirling have violated AS 21.36.360.

3
4 II. TERMS OF SETTLEMENT

5 1. Dr. Stirling and Apollo and its affiliates or representatives will
6 immediately cease offering and marketing the emergency transportation membership program
7 in Alaska. Apollo's website and any other website or any other means that may solicit or
8 reference MTA memberships, including any advertising or promotional material accessible by
9 Alaska consumers will make clear that Apollo's MTA membership program is not available in
10 Alaska.

11
12 2. On or before June 5, 2013 Apollo and Dr. Stirling will terminate all
13 existing membership agreements and refund all membership fees paid by Alaska residents for
14 the membership program since its inception, including any and all Alaska residents who may
15 have purchased a membership and subsequently terminated the membership, unless a full
16 refund has already been made.

17 3. No later than June 28, 2013, Apollo and Dr. Stirling will submit a report
18 to the division showing the number of memberships terminated and the dollar amount of the
19 refunds made.

20
21 4. Neither Dr. Stirling nor Apollo nor its affiliates or representatives will
22 offer a new membership program in any form in Alaska. If Dr. Stirling or Apollo or any
23 affiliate or representative of Apollo desires to develop another membership program in any
24 form in Alaska in the future, Apollo or Dr. Stirling will notify the division and provide
25 evidence that the program is in compliance with Alaska laws before implementing such a
26 program in Alaska.

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1 5. Apollo and Dr. Stirling agree to pay a civil penalty under AS 21.36.910
2 in the amount of \$20,000, with \$15,000 suspended. The unsuspended portion of the penalty is
3 payable three months from the date Apollo and Dr. Stirling are notified that the director has
4 signed the order approving this agreement.

5 6. In the event Apollo or Dr. Stirling violates Alaska's insurance laws
6 during the next five years, the suspended portion of the penalty referenced in paragraph 5 will
7 be reinstated. They also will be subject to any and all sanctions authorized by the insurance
8 code including imposition of additional fines or penalties.

9 7. By signing this agreement, Apollo and Dr. Stirling understand and agree
10 that any failure to comply with the conditions of this agreement will be grounds to revoke,
11 suspend, or not renew Alaska insurance license #77004 and #77005.

12 8. Apollo and Dr. Stirling understand that this agreement is not binding on
13 the parties unless and until the director signs the order approving the agreement.

14 DATED: 5-29-13

DIVISION OF INSURANCE

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17
18 By: Katie Campbell
Katie Campbell
Life/Health Actuary

19
20 DATED: 6/21/2013

APOLLO MT, LLC

21
22
23 By: [Signature]
Eric L. Stirling
President

24
25
26
Eric L. Stirling, individually

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Approved as to form and content:

DATED: 6/25/13

MICHAEL C. GERAGHTY
ATTORNEY GENERAL

By:  FOR _____
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 25th day of June, 2013.

 _____
Bret S. Kolb
Director of Insurance