

City of Spokane Ethics Commission
Attention: Rebecca Riedinger
Office of the City Attorney
5th Floor Municipal Building
W. 808 Spokane Falls Blvd.
Spokane, WA 99201

RE: June 24, 2019 Complaint – Kristine Redmond vs Christine Cavanaugh, Meghann Steinolfson and Teresa Collins

Dear Members of the Ethics Commission;

The following statement is in response to the complaint brought forth by Ms. Kristine Redmond dated June 24, 2019 which alleges that I violated code 01.04A.110 (B) and code 01.04A.030 (N) of the City of Spokane's Code of Ethics. I respectfully request that this complaint be dismissed pursuant to SMC 1.04A.110 D (1) (D) which states "***The complaint or inquiry is, on its face, frivolous, groundless or brought for purposes of harassment;***".

SMC 01.04A.110 (B) states: Any person may file an official written complaint or inquiry with the Ethics Commission asking whether a current City officer or employee has failed to comply with this Code of Ethics.

I do not understand how this section of the code is an actual complaint against me.

SMC 01.04A.030 (N) states: Commission of Acts of Moral Turpitude or Dishonesty Prohibited. No City officer or employee shall commit any act of moral turpitude or dishonesty relating to his or her duties or position as a City officer or employee or arising from business with the City.

I will show in my response that I **did not** commit any acts that could be considered "acting with moral turpitude or dishonesty" in the course of fulfilling my position responsibilities for the City of Spokane. This complaint is in fact frivolous, groundless or brought for purposes of harassment and/or retaliation.

BACKGROUND INFORMATION:

The vision hardware benefit that is part of all of our Active Employee Medical Insurance plan designs refreshes every 2 years and has been that way for the length of my employment. I have been an employee in the Benefits Department for the City of Spokane for 13 years and as such am very familiar with the vision benefit. The way the vision benefit works is; each member covered under the plan has a certain dollar amount available for vision hardware every 2 years, once the member has used the benefit it does not become available again until that 2-year period has passed. The exception to this is that; during Open Enrollment each year employees have the option to change carriers; Premiera to Kaiser; Kaiser to Premiera. If you choose to change carriers, the entire amount of the vision benefits as outlined under the plan you chose, becomes available for use at the beginning of the year with the new carrier. If the employee stays with his/her existing carrier the benefit does not become available again until that 2-year period has passed.

In 2017 another union group, Local 270, rolled out an entirely new plan design for their members, which is what the Managerial and Professional Association did in 2019. No questions or concerns about the vision hardware benefit was voiced at that time by Union Leadership, Union Members, the City negotiations team, our Producer of Record Paul Belles with the Alliant Group, nor any of the three Benefit Team members, which includes Ms. Redmond. All parties

understood how the vision hardware benefit is administered so it was never questioned. It is only with these newest plan designs that there has been any confusion.

Facts and Evidence:

1. *Ms. Redmond stated in her complaint that: At the October 24, 2018 all staff meeting she was tasked with speaking about Open Enrollment and in the course of that discussion the \$300 for the vision benefit came into question, Ms. Cavanaugh directed Ms. Redmond to look into the situation.*

I am unable to comment on what transpired or what tasks were assigned during the meeting on October 24, 2018 as I was not in attendance.

2. *Ms. Redmond stated in her complaint that: During the course of her research she discovered that the information from Premiera and Kaiser was different and it created a red flag, which caused her to become concerned that inaccurate information had been presented to our carriers.*

Ms. Redmond indicates that she "became concerned that inaccurate information had been presented to our carriers" however; Ms. Redmond fails to show what communications or documentation led her to the conclusion that inaccurate information had in fact been presented.

Mr. Paul Belles with the Alliant Group and the City's Insurance Producer of record, acts as a consultant in the negotiation process and then informs the insurance carriers of the agreed upon plan design changes after the negotiation process between the City and the Union/Group or Association is completed. Without reviewing the information that led Ms. Redmond to allegedly become concerned the information was in fact presented to the carriers inaccurately, I am unable to respond to Ms. Redmond's statement.

3. *Ms. Redmond stated in her complaint that: On November 13, 2018, she sent an email to Ms. Cavanaugh and Ms. Steinolfson with an outline that she had put together to show a solution to a very concerning problem. She also states that: Due to ethical concerns she had regarding information that she believed was withheld during negotiations with the Managerial and Professional Association (failure to notify of a cost increase) that she sent Mr. Kokot the same information to alert him of this information that would affect his membership.*

During the time period from October 24, 2018 when the all staff meeting occurred and November 13, 2018 when Ms. Redmond states that she sent an email to Ms. Cavanaugh and Ms. Steinolfson, and another separate email to Mr. Kokot, numerous communications had taken place between Ms. Steinolfson, Ms. Redmond, Mr. Belles and myself however; Ms. Redmond fails to show or include information as to which of the communications led her to allegedly have ethical concerns and believe that information was withheld during negotiations, which again inhibits my ability to respond fully to her statement. That said; I can willingly outline for the Commission the sequence of events as I know them for your consideration.

October 24, 2018 – Ms. Redmond sent an email to myself and the other Senior Benefits Specialist, Ms. Orr, stating that a couple of people had asked if the Hardware benefit started over January 1, 2019 due to the new contract. She stated she checked with Premiera and yes, Premiera Plan 7 was a new plan design therefore would start over. At that time, she stated she would presume Kaiser would follow the same since the contract is new. She was still waiting for a response from Jeff Jones, our Kaiser Account Manager.

November 5, 2018 – Ms. Redmond sent an email that Mr. Jones informed her that the benefit did not restart. As an example, she presented: If you were on Kaiser Plan 3 (old plan) and moved to Kaiser Plan 5 (new plan) your benefit follows you to the new plan year.

November 9, 2018 – I had a conversation with Mr. Belles about the hardware benefit for the Managerial and Professional Association plans that were to be effective January 1, 2019. During the conversation with Mr. Belles, he indicated that he would research further with his contact at Premera. After I completed my conversation with Mr. Belles, I sent an email to Ms. Redmond inquiring if she recalled who at Premera she had spoken to about the hardware benefit, and told her that I understood, from Premera, the same thing she understood however; Mr. Belles understands the benefit differently.

November 9, 2018 – I received an email from Mr. Belles indicating that he checked with Premera and that their standard process is to carry-over the prior limit of \$200 to the new plan which then the member would have a remaining \$100.

November 9, 2018 – Ms. Redmond sent an email inquiring whether I or the other Senior Benefits Specialist, Ms. Orr, was working with Mr. Belles on the Hardware Benefit for our self-insured plans. She also indicated she was working on getting answers on what the intent of the negotiation was with the benefit and making sure both plans are administered the same. In this email Ms. Redmond indicated that if Mr. Belles had contacted me, she would check that off her list. Ms. Redmond and I had a conversation prompted by her inquiry in which I told her I was working with Mr. Belles.

Please Note: November 12, 2018 was a Monday, my regular schedule flex day. The communication that took place on November 12th occurred after Ms. Redmond and I had the conversation the previous Friday concerning me working with our Producer, Mr. Belles. I did not read or respond to any of the emails from November 12th until I returned to the office on November 13th.

November 12, 2018 @ 9:19 AM – Mr. Belles sent an email to give me a heads up that Ms. Redmond just called him to talk about the vision benefit and indicated that she thought the benefit should be administered where the maximum starts over. Mr. Belles indicated in the email that he told Ms. Redmond that it was not his understanding and he had directed Premera to credit maximums from the prior year. Ms. Redmond indicated to Mr. Belles that she was going to check on the intent of how the benefit should be administered.

November 12, 2018 – Ms. Redmond responded with the names of the individuals she had spoken to at both Premera and Kaiser and indicated that she had also placed a call into Mr. Belles to get clarification. In this email Ms. Redmond asked if I was working with Mr. Belles and would I like her to continue working with him.

November 12, 2018 – Ms. Redmond sent a message to Ms. Cavanaugh, Ms. Steinolfson and myself indicating that she was working on finding out how the hardware benefit is being administered for 2019. This email was sent after her conversation with Mr. Belles where he told her that Premera would credit the maximums from the prior year. In this email she states that the Industry Standard is what Mr. Belles indicated.

November 12, 2018 – Ms. Steinolfson responded to Ms. Redmond that she didn't recall any specific discussion or understanding around this benefit, other than the

intent to increase it to \$300 and she thought Industry Standard would be appropriate however she would need to take this back to the Association for concurrence before a decision is finalized. She also asked if Ms. Redmond knew if and how "refreshing" the benefit would affect the cost of the plan.

Please note: During the communications between Ms. Redmond and Ms. Steinholfson, Ms. Steinholfson was not aware that I was working with Mr. Belles or that Ms. Redmond and I had already had a conversation about me handling this.

November 13, 2018 – Upon my return to the office, I responded to Ms. Redmond's inquiry of November 12, 2018 asking if I would like her to continue working with Mr. Belles by reminding her that she and I already had a conversation and I had told her that I was working with Mr. Belles and that during that conversation she said she was taking it off her "to do". She responded to my email stating that "she forgot we had talked".

November 13, 2018 – After reading the emails from Monday November 12, 2018 when I was out of the office, I sent an email to and then spoke with Ms. Steinholfson about Ms. Redmond's continued pursuit of the issue with Mr. Belles after I had already had repeated conversations and communications with Ms. Redmond indicating that I was working with Mr. Belles. Communication with our Insurance Producer about contract issues falls under the scope of duties of the Senior Benefits Specialist. I admittedly was angered that Ms. Redmond continued to pursue the issue with Mr. Belles as I feel this was not only disrespectful of me and my position, but that of Mr. Belles, our Insurance Producer. In addition, I would like to point out, it is good practice to have one person on point collecting information and funneling communications through our City's Insurance Producer as it negates the potential to confuse the issue. This approach is also respectful of Mr. Belles to limit the time he spends responding to the same inquiry from multiple individuals.

For your reference, there are three employees in the Benefits Department; myself, Ms. Redmond and Ms. Orr. Each of us have our own "specialties" if you will. Ms. Redmond's is LEOFF I and Wellness, Ms. Orr's is PeopleSoft and the Affordable Care Act, and mine is Contracts and Broker/Vendor relations. We all share the day to day employee relations responsibilities and general administration (paperwork, inquiries, etc.) of the plans for the City's employees.

November 13, 2018 – Ms. Redmond informed me that after speaking with Ms. Steinholfson that Ms. Steinholfson indicated that she would like me, Teresa Collins, to handle the issue from this point forward.

4. *In the 2nd part of Ms. Redmond's statement from #3 above she indicates: On November 13, 2018, Due to ethical concerns she had regarding information that she believed was withheld during negotiations with the Managerial and Professional Association (failure to notify of a cost increase) that she sent Mr. Kokot the same information to alert him of this information that would affect his membership.*

I can state as fact; that during the time the communications were taking place and even now after reviewing these communications to ready my response, I have no understanding as to what within these communications led Ms. Redmond to allegedly have "ethical concerns and believe that information was withheld during negotiations", nor do I have an understanding as to what prompted her to "alert" Mr. Kokot, as I was not included on the email to Mr. Kokot. I am unable to comment as to whether the contents of Ms. Redmond's email to Mr. Kokot contained language as to her alleged concerns or as to

whether it was sent *before* or *after* she was instructed to let me handle the issue with Mr. Belles. I can state as fact; that at no time, orally or in writing or through actions did Ms. Redmond indicate that she had any alleged ethical concerns to me.

On November 13, 2018, the date that Ms. Redmond indicates in her statement that she sent the email to Mr. Kokot, we were still in the process of collecting information and trying to determine how best to move forward. The communication thus far was to gather the information Ms. Steinolfson, our Labor Relations Manager, would need for a conversation with the Managerial and Professional Association about the confusion surrounding the vision benefit. The Benefits Team is not involved directly in the negotiations process and as such acts in the capacity of subject matter experts to research and advise on benefit issues for the Labor Relations Manager, Meghann Steinolfson, who is a part of the negotiations process.

My understanding from Ms. Steinolfson is that the cost of “refreshing” the vision benefit was not incorporated into the costing of the CBA as neither the City nor the Managerial and Professional Association thought to address this during negotiations. I can only assume the question was never brought up due to the fact that the vision benefits in our past plan designs have never been known to refresh in this way. Although I was not present during negotiations, it is my belief that the information was not intentionally withheld as stated in the complaint; but in fact; was never brought to the table by either party during the negotiations process.

I would like to state once more for the record: None of the communications that I was subject to; orally or in writing, contained any statements, language or actions from or by Ms. Redmond that would lead a prudent person to believe that Ms. Redmond in fact had concerns that this issue was being handled inappropriately or unethically. My first awareness of any alleged “ethical concerns” was the filing of the ethics complaint on June 24, 2019 which was; as Ms. Redmond discloses in her complaint; now that she is being subject to a disciplinary action.

5. *Ms. Redmond stated in the complaint: Knowing that there was a potential ethical concern, she had the obligation to the City of Spokane as an Insurance Agent license holder, which she states bounds her ethically in all benefit situations to function in an ethical manner and disclose correct information, she had an obligation to disclose her concerns.*

The City of Spokane requires the Senior Benefits Specialist and the Benefits Specialist positions to maintain professional licensing, certification or designation in corporate/group insurance such as the Washington State Life & Disability license, or Health Insurance Associate certification. The designation that all three of the current Benefit Team members hold is the Insurance Producers License.

I must point out, that although the City of Spokane requires maintaining professional licensing as part of the Senior Benefits Specialist and Benefits Specialist job descriptions, the State of Washington **does not** require an individual to hold an Insurance Producers License for the duties and responsibilities of the Senior Benefits Specialist or Benefits Specialist positions. The State of Washington however; does require individuals to hold an Insurance Producers license if they are “*Soliciting; Selling; or Negotiating insurance contracts.*” Please reference State of Washington RCW 48.17.062(C); RCW 48.17.062(G); RCW 48.17.060; RCW 48.17.010 (14); RCW 48.17.010(13); and RCW 48.17.010 (11). Copies of the State of Washington RCW’s are included with this response for your reference.

As employees of the City of Spokane, not engaged in the Soliciting, Selling or Negotiating of insurance contracts for the City, our duty and obligation is to our employer, the City of Spokane and to the City of Spokane Taxpayers who expect us to conduct ourselves in an ethical manner and to be good stewards of taxpayer dollars. Ms. Redmond has a moral responsibility and obligation; as do all of the Benefit Team Members; to disclose any ethical concerns she may have in the course of her employment with the City of Spokane. I feel and I believe, those concerns must be disclosed; as timely and concisely as possible; to the *appropriate* parties such as; Ms. Cavanaugh, Ms. Cavanaugh's Manager, Ms. Steinolfson, the City Attorney's office and/or the Ethics Commission.

It is my belief that by disclosing information to Mr. Kokot, President of the Managerial and Professional Association; as Ms. Redmond admits to in her statement; *allegedly* under the reasoning of being a "Insurance Agent license holder"; Ms. Redmond potentially placed herself into a situation where she engaged in an activity that was adverse to the interests of the City and in which she had the potential to personally benefit from the disclosure.

While working for the City of Spokane in the capacity of either a Senior Benefits Specialist or a Benefits Specialist, we have a responsibility to act in a moral and ethical manner and uphold our obligation to the City of Spokane and the City of Spokane Taxpayers. We **cannot** disclose information to any Union/Group or Association outside of the normal negotiations process and weaken the City's negotiating position, especially in a situation such as this where members of the Benefits Team could personally benefit.

The Benefits Team Members are non-represented "Confidential employees" however; follow the Managerial and Professional Association for pay and benefit purposes. As such, any information pertaining to negotiated items disclosed to Mr. Kokot outside of the normal negotiation process, again, not only has the potential to adversely affect the interests of the City, it has the potential to benefit each member of the Benefits team personally.

6. *Ms. Redmond stated in her complaint that: She also discussed her concerns about a potential ethics violation to Ms. Krisann Hatch at Archbright, who Ms. Cavanaugh requested her to see for a personality test. She states that: At that time, she explained in detail the scope of her insurance license and the obligation to disclose ethical issues"*

Ms. Redmond fails to show how an alleged discussion with Ms. Hatch; an outside party without the authority to act; is relevant for purposes of showing evidence or documentation to support her complaint.

The statement that Ms. Cavanaugh requested her to see Ms. Hatch for a personality test is also not relevant for purposes of showing evidence or documentation to support her complaint.

In Conclusion: I request that this complaint be dismissed pursuant to SMC 1.04A.110 D (1) (D), *"The complaint or inquiry is, on its face, frivolous, groundless or brought for purposes of harassment"*.

My assertion that this complaint should be dismissed pursuant to SMC 1.04A.110 D (1) (D), is supported by the facts presented in this response *and* the fact that Ms. Redmond repeatedly failed to show any facts or evidence to support her allegations. In the seven months since Ms. Redmond *alleges* that she had "ethical concerns" she has not through word or action brought any of these concerns to the attention of myself and to the best of my knowledge to the attention

of any *appropriate* party; until *now*; as Ms. Redmond clearly admits in this complaint; she was subject to disciplinary action, a disciplinary action of which, I did not initiate or participate in..

Respectfully,

A handwritten signature in blue ink, appearing to read "Teresa Collins", with a stylized, cursive script.

Teresa Collins
Senior Benefits Specialist
City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201

Insurance producer license not required under chapter 117, Laws of 2007.

(1) Nothing in chapter 117, Laws of 2007 shall be construed to require an insurer to obtain an insurance producer license. In this section, the term "insurer" does not include an insurer's officers, directors, employees, subsidiaries, or affiliates.

(2) A license as an insurance producer is not required of the following:

(a) An officer, director, or employee of an insurer or of an insurance producer, provided that the officer, director, or employee does not receive any commission on policies written or sold to insure risks residing, located, or to be performed in this state, and:

(i) The officer, director, or employee's activities are executive, administrative, managerial, clerical, or a combination of these, and are only indirectly related to the sale, solicitation, or negotiation of insurance; or

(ii) The officer, director, or employee's function relates to underwriting, loss control, inspection, or the processing, adjusting, investigating, or settling of a claim on a contract of insurance; or

(iii) The officer, director, or employee is acting in the capacity of a special agent or agency supervisor assisting insurance producers where the person's activities are limited to providing technical advice and assistance to licensed insurance producers, and do not include the sale, solicitation, or negotiation of insurance;

(b) A person who secures and furnishes information for the purpose of group life insurance, group property and casualty insurance, group annuities, group or blanket accident and disability insurance; or for the purpose of enrolling individuals under plans; or issuing certificates under plans or otherwise assisting in administering plans; or performs administrative services related to mass marketed property and casualty insurance; where no commission is paid to the person for the service;

(c) An employer or association or its officers, directors, employees, or the trustees of an employee trust plan, to the extent that the employers, officers, employees, director, or trustees are engaged in the administration or operation of a program of employee benefits for the employer's or association's own employees or the employees of its subsidiaries or affiliates, which program involves the use of insurance issued by an insurer, as long as the employers, associations, officers, directors, employees, or trustees are not in any manner compensated, directly or indirectly, by the company issuing the contracts;

(d) Employees of insurers or organizations employed by insurers who are engaging in the inspection, rating, or classification of risks, or in the supervision of the training of insurance producers, and who are not individually engaged in the sale, solicitation, or negotiation of insurance;

(e) A person whose activities in this state are limited to advertising without the intent to solicit insurance in this state through communication in printed publications or other forms of electronic mass media whose distribution is not limited to residents of the state, provided that the person does not sell, solicit, or negotiate insurance that would insure risks residing, located, or to be performed in this state;

(f) A person who is not a resident of this state who sells, solicits, or negotiates a contract of insurance for commercial property and casualty risks to an insured with risks located in more than one state insured under that contract, provided that the person is otherwise licensed as an insurance producer to sell, solicit, or negotiate the insurance in the state where the insured maintains its principal place of business and the contract of insurance insures risks located in that state;

(g) A salaried full-time employee who counsels or advises his or her employer relative to the insurance interests of the employer or of the subsidiaries or business affiliates of the employer, provided that the employee does not sell or solicit insurance or receive a commission; or

(h) Any person securing and forwarding information required for the purposes of group credit life and credit disability insurance or credit casualty insurance against loss or damage resulting from failure of debtors to pay their obligations in connection with an extension of credit and such other credit life and disability insurance or credit casualty insurance against loss or damage resulting from failure of debtors to pay their obligations as the commissioner shall determine, and where no commission or other compensation is payable on account of the securing and forwarding of such information. However, the reimbursement of a creditor's actual expenses for securing and forwarding information required for the purposes of such group insurance will not be considered a commission or other compensation if such reimbursement does not exceed three dollars per certificate issued, or in the case of a monthly premium plan extending beyond twelve months, not to exceed three dollars per loan transaction revision per year.

License required.

(1) A person shall not sell, solicit, or negotiate insurance in this state for any line or lines of insurance unless the person is licensed for that line of authority in accordance with this chapter.

(2) A person may not act as or hold himself or herself out to be an adjuster in this state unless licensed by the commissioner or otherwise authorized to act as an adjuster under this chapter.

(3) A person may not act as or hold himself or herself out to be a crop adjuster in this state unless licensed by the commissioner or otherwise authorized to act as a crop adjuster under this chapter.

[2010 c 67 § 3; 2009 c 162 § 14; 2007 c 117 § 2; 2003 c 250 § 4; 1995 c 214 § 1; 1975 1st ex.s. c 266 § 7; 1955 c 303 § 9; 1947 c 79 § .17.06; Rem. Supp. 1947 § 45.17.06.]

RCW 48.17.010

Definitions.

The definitions in this section apply throughout this title unless the context clearly requires otherwise.

(1) "Adjuster" means any person who, for compensation as an independent contractor or as an employee of an independent contractor, or for fee or commission, investigates or reports to the adjuster's principal relative to claims arising under insurance contracts, on behalf solely of either the insurer or the insured. An attorney-at-law who adjusts insurance losses from time to time incidental to the practice of his or her profession or an adjuster of marine losses is not deemed to be an "adjuster" for the purpose of this chapter. A salaried employee of an insurer or of a managing general agent is not deemed to be an "adjuster" for the purpose of this chapter, except when acting as a crop adjuster.

(a) "Independent adjuster" means an adjuster representing the interests of the insurer.

(b) "Public adjuster" means an adjuster employed by and representing solely the financial interests of the insured named in the policy.

(c) "Crop adjuster" means an adjuster, including (i) an independent adjuster, (ii) a public adjuster, and (iii) an employee of an insurer or managing general agent, who acts as an adjuster for claims arising under crop insurance. A salaried employee of an insurer or of a managing general agent who is certified by a crop adjuster program approved by the risk management agency of the United States department of agriculture is not a "crop adjuster" for the purposes of this chapter. Proof of certification must be provided to the commissioner upon request.

(2) "Business entity" means a corporation, association, partnership, limited liability company, limited liability partnership, or other legal entity.

(3) "Crop insurance" means insurance coverage for damage to crops from unfavorable weather conditions, fire or lightning, flood, hail, insect infestation, disease, or other yield-reducing conditions or perils provided by the private insurance market, or multiple peril crop insurance reinsured by the federal crop insurance corporation, including but not limited to revenue insurance.

(4) "Home state" means the District of Columbia and any state or territory of the United States or province of Canada in which an insurance producer or adjuster maintains the insurance producer's or adjuster's principal place of residence or principal place of business, and is licensed to act as an insurance producer or adjuster.

(5) "Insurance education provider" means any insurer, health care service contractor, health maintenance organization, professional association, educational institution created by Washington statutes, or vocational school licensed under Title 28C RCW, or independent contractor to which the commissioner has granted authority to conduct and certify completion of a course satisfying the insurance education requirements of RCW 48.17.150.

(6) "Insurance producer" means a person required to be licensed under the laws of this state to sell, solicit, or negotiate insurance. "Insurance producer" does not include title insurance agents as defined in subsection (16) of this section or surplus line brokers licensed under chapter 48.15 RCW.

(7) "Insurer" has the same meaning as in RCW 48.01.050, and includes a health care service contractor as defined in RCW 48.44.010 and a health maintenance organization as defined in RCW 48.46.020.

(8) "License" means a document issued by the commissioner authorizing a person to act as an insurance producer or title insurance agent for the lines of authority specified in the document. The license itself does not create any authority, actual, apparent, or inherent, in the holder to represent or commit to an insurer.

(9) "Limited line credit insurance" includes credit life, credit disability, credit property, credit unemployment, involuntary unemployment, mortgage life, mortgage guaranty, mortgage disability, automobile dealer gap insurance, and any other form of insurance offered in connection with an extension of credit that is limited to partially or wholly extinguishing the credit obligation that the commissioner determines should be designated a form of limited line credit insurance.

(10) "NAIC" means national association of insurance commissioners.

(11) "Negotiate" means the act of conferring directly with, or offering advice directly to, a purchaser or prospective purchaser of a particular contract of insurance concerning any of the substantive benefits, terms, or conditions of the contract, provided that the person engaged in that act either sells insurance or obtains insurance from insurers for purchasers.

(12) "Person" means an individual or a business entity.

(13) "Sell" means to exchange a contract of insurance by any means, for money or its equivalent, on behalf of an insurer.

(14) "Solicit" means attempting to sell insurance or asking or urging a person to apply for a particular kind of insurance from a particular insurer.

(15) "Terminate" means the cancellation of the relationship between an insurance producer and the insurer or the termination of an insurance producer's authority to transact insurance.

(16) "Title insurance agent" means a business entity licensed under the laws of this state and appointed by an authorized title insurance company to sell, solicit, or negotiate insurance on behalf of the title insurance company.

(17) "Uniform application" means the current version of the NAIC uniform application for individual insurance producers for resident and nonresident insurance producer licensing.

(18) "Uniform business entity application" means the current version of the NAIC uniform application for business entity insurance license or registration for resident and nonresident business entities.

[2012 c 211 § 4; 2010 c 67 § 2; 2009 c 162 § 13; 2007 c 117 § 1; 1985 c 264 § 7; 1981 c 339 § 9; 1947 c 79 § .17.01; Rem. Supp. 1947 § 45.17.01.]

NOTES:

Effective date—2010 c 67: See note following RCW 48.14.010.

Effective date—2009 c 162: See note following RCW 48.03.020.