

**STATE OF MAINE
BUREAU OF INSURANCE**

IN RE:)	
)	
MARK LANE)	CONSENT AGREEMENT
)	
Maine License No. PRN 131133)	
National Producer No. 5422917)	Docket No. INS-10-215

This document is a Consent Agreement authorized by Title 10 M.R.S. § 8003(5), entered into among Mark Lane, a resident of Massachusetts; the Superintendent of the Maine Bureau of Insurance; and the Maine Office of the Attorney General. Its purpose is to resolve, in lieu of an adjudicatory proceeding, violations of the Insurance Code for which the Superintendent may impose discipline pursuant to Title 24-A M.R.S. §1417(1) and §1420-K(1)(A).

STATEMENT OF FACTS

1. The Superintendent of Insurance is the official charged with administering and enforcing Maine's insurance laws and regulations, and the Bureau of Insurance is the administrative agency with such jurisdiction. The Superintendent has jurisdiction over this matter pursuant to the Insurance Code generally, Title 24-A Maine Revised Statutes, in particular, 24-A M.R.S. §§ 12-A, 211, and 229, as well as other provisions.
2. Mark Lane has been licensed in Maine as a nonresident insurance producer with Life and Health authority since September 9, 2006. His Maine Producer Number is PRN 131133. His National Producer Number is 5422917.
3. Mr. Lane is the president of Advantage Senior Advisory Group, Inc. ("ASAG"), which is based in Norwell, Massachusetts and holds Nonresident Producer Agency license number AGN139903 issued by the Bureau on May 22, 2007.
4. Mr. Lane is registered with the Bureau as the Responsible Individual of ASAG.
5. On or about July 25, 2007, Arcadian Health Plan, Inc. ("Arcadian"), the holder of Maine Health Maintenance Organization license number HMF112421, appointed ASAG as a producer agency.
6. On or about November 2, 2007, Arcadian appointed Mr. Lane as a producer.
7. Larry A. Reynolds holds Resident Insurance Producer license number PRR37945 issued by the Bureau on September 23, 1993.
8. On or about March 30, 2009, Arcadian appointed Mr. Reynolds as a producer.
9. On or about September 22, 2009, Mr. Reynolds entered into a "Medicare Advantage Producer Agreement" with ASAG, pursuant to which Mr. Reynolds agreed to market Arcadian's Medicare Plans on behalf of ASAG.
10. Around December 2009, Mr. Lane provided Mr. Reynolds with a template from Arcadian's marketing web portal to develop a document Reynolds planned to use as a brochure for prospective clients in Bangor, Maine. On February 5, 2010, Arcadian notified Mr. Lane via email that Arcadian had filed the document with the Center for

Medicare and Medicaid Services, and that the document could be distributed after February 10, 2010. Lane forwarded that email to Reynolds. On about March 1, 2010, Mr. Reynolds mailed to 55 households in Maine a one-page letter requesting meetings with consumers regarding "Medicare health plans" offered by Mr. Reynolds. (The letter is attached as Exhibit A.) On March 2, 2010, Mr. Reynolds sent this letter to 14 additional households.

11. Before forwarding Arcadian's email to Mr. Reynolds, Mr. Lane understood that Arcadian had filed the letter with the Center for Medicare and Medicaid Services, pursuant to Arcadian's "file and use" authority. Mr. Lane did not, however, consult with the Bureau of Insurance to determine whether the letter complied with Maine law.
12. The letter failed to disclose in a conspicuous manner that a purpose of the marketing is insurance sales solicitation and that contact will be made by an insurance producer. Specifically, the letter:
 - a. did not identify the "Medicare health plans" offered by Mr. Reynolds as private insurance;
 - b. did not identify Mr. Reynolds as an insurance producer;
 - c. referred to Mr. Reynolds as a "Licensed Independent Sales Representative," when, in fact, no such designation exists under Maine law;
 - d. listed Mr. Reynolds's phone number and the federal government's Medicare hotline together without explaining the difference between the two numbers.

CONCLUSIONS OF LAW

13. The Superintendent of Insurance concludes that, based on the facts recited above, Mr. Lane is subject to discipline for violating the following provisions of the Maine Insurance Code:
 - a. 24-A M.R.S. § 2152-B, prohibiting an insurance producer from selling, soliciting, or negotiating the purchase of health insurance in Maine through the use of "cold lead advertising." Section 2152-B(1)(A) defines "cold lead advertising" as "making use directly or indirectly of a method of marketing that fails to disclose in a conspicuous manner that a purpose of the marketing is insurance sales solicitation and that contact will be made by an insurance producer."
 - b. 24-A M.R.S. § 2154, prohibiting any person from disseminating or circulating directly or indirectly in a letter or in any other way a statement containing any assertion, representation, or statement with respect to any person in the conduct of that person's insurance business in a manner that is untrue, deceptive, or misleading.
14. Mr. Lane neither admits nor denies the above violations of the Maine Insurance Code. Mr. Lane accepts the disciplinary sanctions set forth below in order to resolve the pending enforcement action against him.

COVENANTS

15. Mark Lane, the Maine Superintendent of Insurance and the Maine Office of the Attorney General agree to the following:

16. This Consent Agreement is entered into in accordance with 10 M.R.S. § 8003(5)(B). This Consent Agreement is enforceable by an action in the Superior Court.
17. This Consent Agreement is not subject to appeal. Mr. Lane waives any further hearings or appeals regarding the matters that are the subject of this Consent Agreement.
18. At the time of executing this Consent Agreement, Mr. Lane, as a disciplinary sanction, will remit to the Maine Bureau of Insurance a civil penalty of \$1,000.00, payable to the Treasurer of the State of Maine.
19. Mr. Lane agrees that, as a disciplinary sanction, within six months from the date of this Consent Agreement (as measured from the date of the Superintendent's signature), he will successfully complete six (6) credit hours of ethics training, and report such completion to the Bureau. Such training must be through courses that are approved for the producer Continuing Education ethics requirement in Maine. The six credit hours required by this paragraph shall not be credited towards Mr. Lane's regular continuing education requirement.
20. Mr. Lane agrees to move, and direct ASAG to move, to dismiss with prejudice the federal action captioned *Mark Lane and Advantage Senior Advisory Group, Inc. v. Mila Kofman*, Docket No. 11-cv-0062-GZS prior to the deadline for defendant to file an Answer to the Complaint.
21. Mr. Lane will refrain from sending to Maine residents or approving for delivery to Maine residents any marketing materials that do not comply with Maine law, including without limitation 24-A M.R.S. §§ 2152-B and 2154, and will comply in all other respects with the provisions of the Maine Insurance Code, as applicable.
22. Mr. Lane understands and acknowledges that this Agreement will constitute a public record within the meaning of 1 M.R.S. § 402, and will be available for public inspection and copying as provided for by 1 M.R.S. § 408, and will be reported to the NAIC "RIRS" database.
23. In consideration of the licensee's execution of and compliance with the terms of this Consent Agreement, the Superintendent of Insurance, the Bureau of Insurance, and Office of the Attorney General agree to forgo pursuing further disciplinary measures or other civil or administrative sanctions available under the Maine Insurance Code for the specific conduct described in this Consent Agreement, other than those agreed to herein. However, should Mr. Lane violate this Consent Agreement, he may be subject to any available legal remedy for the violation, including without limitation the suspension or revocation of all licenses issued under the Maine Insurance Code.
24. Nothing in this Agreement shall affect the rights or interests of any person who is not a party to this Agreement.

Mark Lane

Dated: __2-25__, 2011

Mark Lane

THE MAINE SUPERINTENDENT OF INSURANCE

Dated: __March 7__, 2011

Mila Kofman, Superintendent

FOR THE OFFICE OF THE ATTORNEY GENERAL

Dated: __March 7__, 2011

Jonathan R. Bolton
Assistant Attorney General