

STATE OF NEW JERSEY  
DEPARTMENT OF BANKING AND INSURANCE

IN THE MATTER OF:

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)  
Proceedings by the Commissioner of Banking )  
and Insurance, State of New Jersey, to fine, )  
suspend, and/or revoke the public adjuster )  
licenses of Frank J. Boyle, d/b/a F. Boyle )  
Adjustment Service, Reference No. 9669625, )  
and F. Boyle Adjustment Service, LLC, )  
Reference No. 1434157 )  
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**ORDER TO SHOW CAUSE**

TO: Frank J. Boyle d/b/a/  
F. Boyle Adjustment Service  
9 Ipswich Place  
Sewell, NJ 08080

F. Boyle Adjustment Service, LLC  
9A Easton Court  
Whiting, NJ 08759

THIS MATTER, having been opened by the Commissioner of Banking and Insurance (“Commissioner”), State of New Jersey, upon information that Frank J. Boyle d/b/a F. Boyle Adjustment Service (“Boyle”), and F. Boyle Adjustment Service, LLC (“Boyle LLC”), a New Jersey corporation (collectively, “Respondents”), may have violated various provisions of the insurance laws of the State of New Jersey; and

WHEREAS, Boyle is currently licensed as a public adjuster pursuant to N.J.S.A. 17:22B-5; and

WHEREAS, Boyle LLC is currently licensed as a public adjuster pursuant to N.J.S.A. 17:22B-5; and

WHEREAS, Respondents are subject to the provisions of the New Jersey Public Adjusters’ Licensing Act, N.J.S.A. 17:22B-1 to -20 (“Public Adjusters’ Act”) and the regulations governing the licensing of public adjusters, N.J.A.C. 11:1-37.1 to -37.19; and

WHEREAS, pursuant to N.J.S.A. 17:22B-14(a)(1) and (2) and N.J.A.C. 11:1-37.14(a)(1) and (2), a public adjuster shall not violate any provision of the insurance law, including any rules promulgated by the Commissioner, or violate any law in the course of his or its dealings as an adjuster; and

WHEREAS, pursuant to N.J.S.A. 17:22B-13(b) and N.J.A.C. 11:1-37.13(a) and (b)(3), no individual, firm, partnership, association or corporation licensed as a public adjuster shall have any right to compensation from any insured for or on account of services rendered to an insured as a public adjuster unless the right to compensation is based upon a written contract or memorandum between the adjuster and the insured and specifying or clearly defining the services to be rendered and the amount or extent of the compensation; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.13(b)(3)(ii), the written memorandum or contract between a licensed public adjuster and an insured shall contain a list of services to be rendered and the maximum fees to be charged, which fees shall be reasonably related to services rendered; and

WHEREAS, pursuant to N.J.S.A. 17:22B-13(a), N.J.A.C. 11:1-37.13(b)(3)(iii), N.J.A.C. 11:1-37.13(c) and (d), and N.J.A.C. 11:1-37.14(a)(15) the written memorandum or contract between a licensed public adjuster and an insured shall state the time and date of execution of the contract by each party and no public adjuster shall solicit or enter into any contract or agreement for loss or damage occurring in this State between the hours of 6:00 P.M. and 8:00 A.M. during the 24 hours after the loss has occurred; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.13(b)(5), the written memorandum or contract between a licensed public adjuster and an insured shall prominently include a section which specifies: (i) the procedures to be followed by the insured if or she he seeks to cancel the

contract, including any requirement for a written notice; (ii) the rights and obligations of the parties if the contract is cancelled at any time; and (iii) the costs to the insured or the formula for the calculation of costs to the insured for services rendered in whole or in part; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.10(a), licensed public adjusters shall file with the License Processing Unit of the Department of Banking and Insurance (“Department”): (1) complete and accurate business and home addresses including e-mail addresses, and notice of any change thereto within 20 days; (2) upon a form prescribed by the Commissioner, notice of the opening or closing of any office in this State within 20 days of the action; (3) notice of change of business name within 20 days; and (4) notice of change in ownership of a company or of the officers, directors, partners, or sub licensees within 20 days; and

WHEREAS, pursuant to N.J.A.C. 11:1-37.14(a)(17), the Commissioner may suspend or revoke the license of a public adjuster if the licensee has committed any other act, or omission which the Commissioner determines to be inappropriate conduct by a licensee of this State; and

WHEREAS, pursuant to N.J.S.A. 17:22B-17 and N.J.A.C. 11:1-37.14(b), any person violating any provision of the Public Adjusters’ Act shall, in addition to any other sanctions provided by law, be liable for a civil penalty of not more than \$2,500 for the first offense and not more than \$5,000 for the second and each subsequent offense; and

### **FACTUAL ALLEGATIONS**

IT APPEARING, that Boyle became a licensed public adjuster in the State of New Jersey under the name Frank J. Boyle d/b/a F. Boyle Adjustment Service on or about November 1, 2000; and

IT APPEARING, that Boyle LLC became a registered limited liability company in the State of New Jersey with Boyle as its sole member on or about June 12, 2012; and

IT APPEARING, that Boyle LLC became a licensed public adjuster in the State of New Jersey on or about September 10, 2012; and

IT FURTHER APPEARING, that on or about September 23, 2013, Boyle LLC entered into a contract with S.N. and R.N. on Boyle LLC letterhead (the "Contract") for public adjuster's services to advise and assist in the adjustment of an insurance claim for property water damage which occurred at the insured property located in Woodbridge, New Jersey as a result of Super Storm Sandy; and

IT FURTHER APPEARING, that the Contract utilized by Respondents did not comply with the Public Adjusters' Act, to wit it: (1) did not specifically or clearly define the services to be rendered; (2) did not state the time the contracts were executed; and (3) did not prominently include a section which specified the procedures to be followed by the insured if he or she sought to cancel the contract, including any requirement for a written notice and the rights and obligations and costs of the parties if the contract was cancelled at any time; and

IT FURTHER APPEARING, that in or about March 2014, Boyle submitted a claim on behalf of S.N. and R.N. to Selective Insurance Company of America ("Selective") for property water damage; and

IT FURTHER APPEARING, that on or about March 23, 2016, the Department sent Boyle and Boyle LLC separate letters concerning the claim, via first class and certified mail, return receipt requested, to the respective business addresses listed on file with the Department and both letters were returned marked "Return to Sender not deliverable as addressed unable to forward"; and

IT FURTHER APPEARING, that on or about April 6, 2016, the Department sent Boyle and Boyle LLC separate letters concerning the claim, via first class and certified mail, return receipt requested, to the home address for Boyle listed on file with the Department and both letters were returned marked "Return to Sender not deliverable as addressed unable to forward"; and

IT FURTHER APPEARING, that on or about April 6, 2016, the Department sent the April 6, 2016 letter to Boyle at the email address on file with the Department and later that day Boyle contacted the Department by telephone and advised that he had received the email and would respond to the letter; and

**COUNT ONE**

IT FURTHER APPEARING, that the Contract that Respondents entered into with S.N. and R.N. did not specifically or clearly define the services to be rendered in violation of N.J.S.A. 17:22B-14(a)(1), N.J.A.C. 11:1-37.13(b)(3)(ii), and N.J.A.C. 11:1-37.14(a)(1), and (2); and

**COUNT TWO**

IT FURTHER APPEARING, that the Contract that Respondents entered into with S.N. and R.N. did not contain the time the contracts were executed, in violation of N.J.S.A. 17:22B-14(a)(1), N.J.A.C. 11:1-37.13(b)(3)(iii), and N.J.A.C. 11:1-37.14(a)(1) and (2); and

**COUNT THREE**

IT FURTHER APPEARING, that the Contract that Respondents entered into with S.N. and R.N. did not prominently include a section which specified the procedures to be followed by the insureds if they sought to cancel the contract, including any requirement for a written notice and the rights and obligations of the parties if the contract was cancelled at any time, and the costs to the insured of the formula for the calculation of the costs of the insured for services rendered in

whole or in part, in violation of N.J.S.A. 17:22B-14(a)(1), N.J.A.C. 11:1-37.13(b)(5)(i), (ii), and (iii), and N.J.A.C. 11:1-37.14(a)(1), and (2); and

**COUNT FOUR**

IT FURTHER APPEARING, that Respondents did not submit current business and/or home addresses to the Department, did not timely notify the Department of the opening or closing of any office in this State, and did not timely notify the Department of a change of business name in violation of N.J.S.A. 17:22B-14(a)(1), N.J.A.C. 11:1-37.10(a)(1), (2), and (3), and N.J.A.C. 11:1-37.14(a)(1), (2) and (17); and

NOW, THEREFORE, IT IS on this 25<sup>th</sup> day of August, 2019

ORDERED, that Respondents shall appear and show cause why their public adjuster licenses shall not be suspended or revoked by the Commissioner pursuant to the provisions of N.J.S.A. 17:22B-14(a); and

IT IS FURTHER ORDERED, that Respondents shall appear and show cause why the Commissioner should not assess a civil penalty of up to \$2,500.00 for the first violation and not exceeding \$5,000.00 for each subsequent violation of the Public Adjusters' Act, pursuant to the provision of N.J.S.A. 17:22B-17; and

IT IS FURTHER ORDERED, that Respondents shall appear and show cause why the Commissioner should not order restitution and reimbursement of the costs of the investigation and prosecution by the Department in accordance with N.J.S.A. 17:22B-17; and

IT IS PROVIDED, that Respondents have the right to request an administrative hearing, to be represented by counsel or other qualified representative, at their own expense, to take testimony, to call or cross-examine witnesses, to have subpoenas issued and subpoenas duces tecum issued and to present evidence or argument if a hearing is requested; and

IT IS FURTHER PROVIDED, that unless a request for a hearing is received within twenty (20) days of the service of this Order to Show Cause, the right to a hearing in this matter shall be deemed to have been waived by the Respondents and the Commissioner shall dispose of this matter in accordance with the law. A hearing may be requested by mailing the request to Virgil Downtin, Chief of Investigations, Department of Banking and Insurance, P.O. Box 329, Trenton, New Jersey 08625, or by faxing the hearing request to the Department at (609) 292-5337. A copy of the request for a hearing shall also be sent to Deputy Attorney General Telge N. Peiris, Banking and Insurance Section, R.J. Hughes Justice Complex, 25 Market Street, P.O. Box 117, Trenton, NJ 08625-0117. The request shall contain the following:

- (a) Respondent's full name, address, and daytime telephone number;
- (b) A statement referring to each charge alleged in this Order to Show Cause and identifying any defense intended to be asserted in response to each charge. Where the defense relies on facts not contained in the Order to Show Cause, those specific facts must be stated;
- (c) A specific admission or denial of each fact alleged in this Order to Show Cause. Where the Respondent has no specific knowledge regarding a fact alleged in the order to Show Cause, a statement to that effect must be contained in the hearing request. Allegations of this Order to Show Cause not answered in the manner set forth above shall be deemed to have been admitted; and
- (d) A statement requesting a hearing.

  
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Marlene Caride  
Commissioner