

STATE OF NEW JERSEY
DEPARTMENT OF BANKING AND INSURANCE

IN THE MATTER OF:

Proceedings by the Commissioner of Banking)	
and Insurance, State of New Jersey, to fine,)	CONSENT
suspend, and/or revoke the public adjuster)	ORDER
licenses of Frank Boyle d/b/a F. Boyle)	
Adjustment Service, Reference No. 9669625,)	
and F. Boyle Adjustment Service, LLC,)	
Reference No. 1424157)	

To: Frank J. Boyle d/b/a .	F. Boyle Adjustment Service, LLC
F. Boyle Adjustment Service	9A Easton Court
9A Easton Court	Whiting, NJ 08759
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, currently licensed as a resident public adjuster business entity (“Boyle”), and F. Boyle Adjustment Service, LLC, currently licensed as a resident public adjuster, pursuant to N.J.S.A. 17:22B-5 (“Boyle LLC”) (collectively, the “Respondents”), may have violated the insurance laws of the State of New Jersey; and

WHEREAS, Respondents are subject to the Public Adjusters’ Licensing Act, N.J.S.A. 17:22B-1 to -20 (the “Public Adjusters’ Act”) and the regulations governing the licensing of public adjusters, N.J.A.C. 11:1-37.1 to -19; and

WHEREAS, pursuant to N.J.S.A. 17:22B-14(a)(1) and N.J.A.C. 11:1-37.14(a)(1) and (2), a public adjuster shall not violate any provision of the insurance laws, 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), 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)(i), the written memorandum or contract between a licensed public adjuster and an insured shall contain the signatures of the insured and the public adjuster; 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. 11:1-12.2(a), active officers of corporate licensees shall be held individually responsible for all insurance related conduct of the corporate licensee; 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 sublicensees within 20 days; and

WHEREAS, Respondents entered into a public adjuster contract with New Jersey insureds S.N. and R.N. on or about September 23, 2013 for the adjustment of their insurance claim; and

WHEREAS, the written public adjuster contract that Respondents completed for insureds S.N. and R.N. did not specifically or clearly define the services to be rendered, did not contain the time the contract was executed, 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 did not prominently include the costs to the insured or the formula for the calculation of the costs to the insured for services rendered in whole or in part, in violation of N.J.S.A. 17:22B-13(a) and(b), N.J.S.A. 17:22B-14(a)(1), N.J.A.C. 11:1-12.2(a), N.J.A.C. 11:1-37.13(b)(3)(ii) and (iii), 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);

WHEREAS, in or about March 2014, Respondents submitted a claim on behalf of S.N. and R.N. to Selective Insurance Company of America for property water damage; and

IT FURTHER APPEARING, that on or about March 23, 2016, the Department sent Respondents 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

WHEREAS, 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 State 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), N.J.A.C. 11:1-12.2(a), and N.J.A.C. 11:1-37.14(a)(1) and (2); and

WHEREAS, Respondents:

- 1) Have admitted responsibility for the aforementioned violations; and
- 2) Have cooperated with the investigation conducted by the Department; and
- 3) Have asserted that the violations cited in this Consent Order were not willful; and

WHEREAS, cause does exist under N.J.S.A. 17:22B-17 to impose a fine; and

WHEREAS, Respondents have waived their right to a hearing on the aforementioned violations and consented to the payment of a fine in the amount of \$4,037.50, which is inclusive of a \$2,500.00 civil penalty and \$1,537.50 in investigative costs ; and

WHEREAS, this matter should be resolved upon the consent of the parties without resort to a formal hearing;

NOW, THEREFORE, IT IS on this 28th day of February 2022,

ORDERED AND AGREED, that Respondents pay a fine in the amount of \$4,037.50 to the Department; and

IT IS FURTHER ORDERED AND AGREED, that said fine, shall be paid by certified check, cashier's check or money order made payable to the "State of New Jersey, General Treasury" due immediately upon the execution of this Consent Order by the Respondents; and

IT IS FURTHER ORDERED AND AGREED, that the signed Consent Order, together with the fine payment of \$4,037.50 shall be remitted to:

Telge N. Peiris
Deputy Attorney General
Division of Law
Banking and Insurance Section
P.O. Box 117
Trenton, New Jersey 08625

and

IT IS FURTHER ORDERED AND AGREED, that the provisions of this Consent Order represent a final agency decision and constitute a final resolution of the violations contained herein; and

engaging in the conduct that gave rise to this Consent Order.

Consented to as to Form,
Entry and Content:

Marlene Caride
Commissioner

By: Frank J. Boyle
Frank J. Boyle, owner of
F. Boyle Adjustment Service, LLC

Date 12/27/2021

By: Frank J. Boyle
Frank J. Boyle, individually,
d/b/a F. Boyle Adjustment Service

Date 12/27/2021

By: _____
John Kearney, Esq.
Kearney and Associates, P.C.
Attorney for Respondents

Date

ANDREW J. BRUCK
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____
Telge N. Peiris
Deputy Attorney General

Date

IT IS FURTHER ORDERED AND AGREED, that Respondents shall cease and desist engaging in the conduct that gave rise to this Consent Order.



Marlene Caride
Commissioner

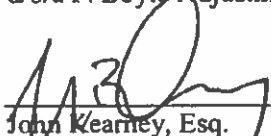
Consented to as to Form,
Entry and Content:

By: _____
Frank J. Boyle, owner of
F. Boyle Adjustment Service, LLC

Date


By: _____
Frank J. Boyle, individually,
d/b/a F. Boyle Adjustment Service

Date

By:  _____
John Kearney, Esq.
Kearney and Associates, P.C.
Attorney for Respondents

Date 12-29-21

 MATTHEW J. PLATKIN
ACTING ATTORNEY GENERAL OF NEW JERSEY

By:  _____
Ted N. Peiris
Deputy Attorney General

Date 2/24/2022