

BRIAN SANDOVAL  
Governor

STATE OF NEVADA

C.J. MANTHE  
Director

BARBARA D. RICHARDSON  
Commissioner



DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE

1818 East College Pkwy., Suite 103  
Carson City, Nevada 89706  
(775) 687-0700 • Fax (775) 687-0787  
Website: [doi.nv.gov](http://doi.nv.gov)  
E-mail: [insinfo@doi.nv.gov](mailto:insinfo@doi.nv.gov)

October 31, 2017

SERVICE PROTECTION DIRECT;  
aka PROTECTION DIRECT;  
aka SPD  
1323 Jamie Lane  
Waterloo, IL 62298

SENT VIA CERTIFIED MAIL:  
7017 1070 0000 8962 8008

**Re: Order to Cease and Desist the Solicitation and Sale of Service Contracts in Nevada**  
Cause No. 17.0509

To Whom It May Concern:

Service Protection Direct, aka Protection Direct, aka SPD ("SPD") has solicited the sale of service contracts in the State of Nevada through the use of the United States Postal Service and the internet. It is unlawful for an entity to sell or offer for sale service contracts in Nevada without first being registered with the Nevada Division of Insurance. NRS 690C.150. If SPD wishes to do business in Nevada it must submit an application for registration within 45 days of the date of this letter. In the meantime, SPD must immediately cease soliciting and selling service contracts in Nevada pursuant to the enclosed Cease and Desist Order issued by the Nevada Commissioner of Insurance.

SPD's application for registration is not a substitute for the other requirements listed in the enclosed order. SPD must still submit a complete list, including names and contact information, of those Nevadans who have purchased a service contract, and provide an immediate disclaimer on its website, social media accounts and other marketing materials, announcing that SPD's service contracts are not available in Nevada.

Please note that compliance with the directives in this letter and the Order to Cease and Desist do not guarantee that SPD will receive a certificate of registration after applying for the same. Additionally, having solicited and sold service contracts in Nevada without proper registration will subject SPD to administrative penalties and fines.

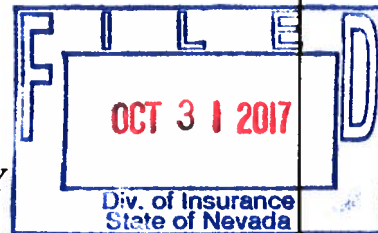
Very Truly Yours,

A handwritten signature in blue ink, appearing to read "D. Hall", written over the typed name "DAVID R. HALL, ESQ.".

DAVID R. HALL, ESQ.  
Insurance Counsel

Enclosure

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE



1  
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3  
4 IN THE MATTER OF

CAUSE NO. 17.0509

5 **SERVICE PROTECTION DIRECT;**  
6 **aka PROTECTION DIRECT; aka**  
7 **SPD,**

8 **Respondent.**

9 **ORDER TO CEASE AND DESIST**

10 The State of Nevada, Department of Business and Industry, Division of Insurance  
11 (“Division”) sends greetings to:

12 SERVICE PROTECTION DIRECT;  
13 PROTECTION DIRECT; and SPD  
14 1323 Jamie Lane  
15 Waterloo, IL 62298  
16 Protectiondirect.com

17 It is unlawful for corporations and/or persons to provide, issue, sell, or offer for sale,  
18 service contracts within the State of Nevada without first obtaining a proper certificate of  
19 registration from the Division pursuant to Chapter 690C of the Nevada Revised Statutes  
20 (“NRS”). NRS 690C.150. The Commissioner of Insurance (“Commissioner”) has exclusive  
21 jurisdiction to regulate, enforce or effect full compliance with regard to the insurance code of  
22 the State of Nevada, including NRS Chapter 690C. NRS 679B.120 and NRS 679B.130.

23 The Division has received and verified, credible information that SERVICE  
24 PROTECTION DIRECT, and/or PROTECTON DIRECT, and/or SPD (referred to collectively  
25 herein as “SPD”) has provided, issued, sold, or offered for sale, service contracts within the  
26 State of Nevada through the use of the United States Postal Service and the website  
27 protectiondirect.com without first obtaining a proper certificate of registration pursuant to NRS  
28 690C.150. See Exhibits A and B.

WHEREAS, SPD’s conduct is injurious to the rights and interests of the public or  
policyholders in Nevada, and emergency action is imperatively required.

1           WHEREAS, SPD may request a hearing regarding the instant Order in accordance with  
2 the provisions of NRS 679B.310.

3           NOW, THEREFORE, PURSUANT TO NRS 679B.120 and 679B.140, SPD IS  
4 HEREBY ORDERED TO IMMEDIATELY CEASE AND DESIST FROM PROVIDING,  
5 ISSUING, SELLING, OR OFFERING FOR SALE, SERVICE CONTRACTS WITHIN THE  
6 STATE OF NEVADA.

7           IT IS FURTHER HEREBY ORDERED THAT SPD SHALL, within fifteen (15) days of  
8 receipt of this order, furnish to the Division a complete listing, including contact information, of  
9 all Nevada residents who have purchased any service contract, insurance or insurance-related  
10 product from SPD.

11           IT IS FURTHER HEREBY ORDERED THAT SPD SHALL ADMINISTER the service  
12 contracts existing in the State of Nevada and pay all legitimate claims now owing, and shall  
13 work with the Division to resolve any existing or future consumer complaints.

14           IT IS FURTHER HEREBY ORDERED THAT SPD SHALL immediately provide a  
15 disclaimer and/or disclosure on its internet website, marketing materials, written  
16 communications and through oral communication, indicating that its service contracts and any  
17 other services are not available to persons or entities in the State of Nevada.

18           FURTHER, SPD IS HEREBY NOTIFIED that the Commissioner may, after notice and  
19 opportunity to be heard, impose all of the following administrative fines:

- 20           • NRS 690C.120(1)(b), NRS 679B.185(1), fines of \$10,000 for each act or  
21 violation;
- 22           • NRS 690C.330, fines of \$10,000 for similar violations;
- 23           • NRS 690C.120(1)(f), NRS 686A.030, NRS 686A.183(1)(a), fines of \$5,000 per  
24 violation;
- 25           • NRS 690C.120(1)(f), NRS 686A.040, NRS 686A.183(1)(a), fines of \$5,000 per  
26 violation.

27           FURTHER, SPD IS HEREBY NOTIFIED that if SPD has information that will alter  
28 this Cease and Desist Order, or if it has any questions regarding this matter, it may contact  
David Hall, Insurance Counsel, at 1818 East College Pkwy., Suite 103, Carson City, Nevada  
89706; by telephone, (775) 687-0708; or by email, dhall@doi.nv.gov.

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IT IS SO ORDERED this 31<sup>st</sup> day of October, 2017.

  
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BARBARA D. RICHARDSON  
Commissioner of Insurance

1323 Jamie Ln.  
Waterloo, IL 62298

**Service Protection Direct  
Vehicle Document Notice  
Personal and Confidential**

Customer ID: REDACTED by NV DOI  
Notification Date: 05/12/2017

**RESPONSE TO THIS NOTICE REQUESTED**

**Contact Phone: 1-888-598-0258**

To  
The  
Order  
Of  
REDACTED by NV DOI  
Reno, NV 89521-7816

REDACTED by NV DOI

Call to verify the below information  
Read below for more information



0003329-28L

**IMMEDIATE RESPONSE REQUESTED**

**Notice Date: 05/12/2017**

**Customer ID:** REDACTED by NV DOI  
**Coverage:** AVAILABLE  
**Respond By:** 06/02/2017

Attention: REDACTED by NV DOI

Our records indicate that you have not contacted us to have your vehicle service contract activated. We are informing you that if your factory warranty has expired, you will be responsible for paying for any repairs. However, if expired, you can still activate a service contract on your vehicle before it's too late.

**Please call 1-888-598-0258 today.**

**SUMMARY OF TERMS**

	3/36	4/48	4/100	5/75	5/100	6/100	6/125
Approved	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>IMPORTANT VEHICLE PROTECTION INFORMATION</b>							
Coverage Explanation:				Platinum Program: Engine, Transmission, Transfer Unit of 4X4, Drive Axle Assembly, Front End and Rear Suspension, Steering, Air Conditioning Unit, GPS, Power Windows, Electronics, Seals, Gaskets, Brake System, and Most Mechanical Parts			
<b>REQUESTING</b> 1. EXTENSION THROUGH 2023 2. UP TO OR ADDITIONAL 125K MILES 3. PLATINUM/POWERTRAIN				SPD is an independent nationwide company marketing vehicle service contracts on behalf of leading third party administrators. Programs may vary depending on vehicle use, mileage, state and pre existing conditions. SPD is not affiliated with any auto dealer or manufacturer. All claims must be pre-authorized before repairs are made.			
<b>PHONE: 1-888-598-0258</b>				<b>PLEASE RESPOND WITHIN 5 DAYS</b>			

**Operating Hours: M - F 8:00 - 7:00 CST, Sat 10:00 - 3:00 CST**

**Se Habla Español 1-800-981-5097**



*"Our questions we're answered and we found a service station very close to home."*

- Elmes, T.V. 2003 BMW X5

**Introducing PD GO™**



Looking for a vehicle service contract that will protect you from expensive auto repairs? Then look no more! Our traditional PD GO™ program is designed to provide some of the most comprehensive coverage available today but with slightly different payment options. This helps offer our customers many choices that fit their monthly budgets.

[Learn More](#)



**Repair Cost Estimates**

How many miles until your next costly repair? Learn what you could be paying without the proper coverage

[Check Costs](#)

**Find your plan**

Enter your info below to find the right plan for your vehicle. Or call 1-877-987-PDGO for a free quote

Your State: **Nevada**

Vehicle Year:

Mileage:

[Submit](#)

call for a free quote  
**1-877-987-PDGO**

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