

STATE OF ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

In the Matter of:

No. 21A-039-INS

**JILES, DANIEL STEPHEN**  
( National Producer No. 18831325)

**CONSENT ORDER**

**Respondent.**

The Arizona Department of Insurance and Financial Institutions (“Department”) has received evidence that Daniel Stephen Jiles (“Jiles” or “Respondent”) violated provisions of Title 20, Arizona Revised Statutes (“A.R.S.”). Respondent wishes to resolve this matter without the commencement of formal proceedings, and admit the following Findings of Fact are true, and consent to the entry of the following Conclusions of Law and Order.

**FINDINGS OF FACT**

1. Jiles is, and was at all material times, licensed as an Arizona resident insurance producer with lines of authority in life insurance, accident and health or sickness insurance, National Producer Number 18831325. His license was issued on June 27, 2018, and is scheduled to expire on September 30, 2021.

2. Jiles’ business address of record with the Department is 4001 E. Broadway Rd., Ste. B11, Phoenix, AZ 85040-8890. His mailing address of record is 6800 E. Mayo Blvd., Apt. 8313, Phoenix, AZ 85054-5648, and his business e-mail address of record is [danielsjiles@gmail.com](mailto:danielsjiles@gmail.com).

**Brizee Complaint**

3. On February 6, 2020, Alan Brizee (“Brizee”) submitted a consumer complaint to the Department alleging that Jiles and another agent submitted a fraudulent life insurance application for Brizee to Americo Financial Life and Annuity Insurance Company (“Americo”)

1 by forging Brizee's signature to the application. Brizee also reported the alleged fraudulent  
2 activity to Americo.

3 4. In a written statement to Americo, Brizee wrote, "You will find obvious errors  
4 with the policy as my address isn't correct, my place of birth wasn't in NV and I never signed  
5 anything as initials are used for my signature." Brizee also submitted to Americo a copy of the  
6 Individual Life Insurance Application ("Application") and a forgery affidavit.

7 5. On February 9, 2020, Americo received an email from Jiles responding to  
8 Brizee's allegations. Jiles stated, in part, "In addition, let it be made abundantly clear that when  
9 the signatures were taken, not only was Mr. Jiles present with myself, but the client verbally  
10 made known of his own unattractive signature."

#### 11 **Harris Complaint**

12 6. In March 2020, Kathryn Harris ("Harris") sent a letter to Americo requesting a  
13 refund for charges made to her debit account for a life insurance policy, written by Jiles, that  
14 she states she did not want. Harris wrote, "I was always very clear with Daniel that the only  
15 policy I was interested in was a mortgage protection policy and he assured me over and over  
16 again that is what I was getting." "I spoke with Americo and was told all that was written was a  
17 life insurance policy on myself."

18 7. In her letter, Harris stated, "At a time when I am desperately trying to provide for  
19 myself in a meager retirement, I made a decision based on his [Jiles] assurance of mortgage  
20 protection, that has turned out to be unwise as we surrendered small life insurance policies on  
21 my husband in favor of what seemed to be better protection for me in mortgage protection, not  
22 being able to afford all three premiums."

#### 23 **Cristobal Complaint**

24 8. On April 26, 2020, Chris Cristobal sent a letter to Americo alleging that Jiles  
25 signed him up for life insurance with Americo without Cristobal's knowledge or consent.





1           2.       Respondent admits to the jurisdiction of the Director of the Arizona Department of  
2 Insurance and Financial Institutions and admits the foregoing Findings of Fact and consents to  
3 the entry of the foregoing Conclusions of Law and Order.

4           3.       Respondent is aware of his right to notice and to a hearing, at which he may be  
5 represented by counsel, present evidence and examine witnesses.

6           4.       Respondent irrevocably waives his right to such notice and hearing and to any  
7 court appeals relating to this Consent Order.

8           5.       Respondent states that no promise of any kind or nature whatsoever, except as  
9 expressly contained in this Consent Order, was made to induce him to enter into this Consent  
10 Order and that he has entered into this Consent Order voluntarily.

11           6.       Respondent acknowledges and agrees that the acceptance of this Consent Order by  
12 the Director is solely to settle this matter and does not preclude the Department from instituting  
13 other proceedings as may be appropriate now or in the future. Furthermore, and notwithstanding  
14 any language in this Consent Order, this Consent Order does not preclude in any way any other  
15 state agency or officer or political subdivision of this state from instituting proceedings,  
16 investigating claims, or taking legal action as may be appropriate now or in the future relating to  
17 this matter or other matters concerning Respondent, including but not limited to violations of  
18 Arizona's Consumer Fraud Act. Respondent acknowledges that, other than with respect to the  
19 Department, this Consent Order makes no representations, implied or otherwise, about the views  
20 or intended actions of any other state agency or officer or political subdivision of the state  
21 relating to this matter or other matters concerning Respondent.

22           7.       Respondent acknowledges that his Consent Order is an administrative action that  
the Department will report to the National Association of Insurance Commissioners (NAIC).  
Respondent further acknowledges that he must report this administrative action to any and all  
states in which he holds an insurance license and must disclose this administrative action on any  
license application.

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4 8. Respondent waives all rights to seek an administrative or judicial review or  
5 otherwise to challenge or contest the validity of this Consent Order and its accompanying parts  
6 before any court of competent jurisdiction.

7 **08/06/21**

8 Date

  
9 Daniel Stephen Jiles

10 **COPY** of the foregoing delivered by e-mail  
11 this 23rd day of August, 2021, to:

12 Daniel Stephen Jiles  
13 6800 E. Mayo Blvd., Apt. 8313  
14 Phoenix, AZ 85054-5648  
15 [danielsjiles@gmail.com](mailto:danielsjiles@gmail.com)

16 Respondent

17 Jamie B. Palfai, Esq.  
18 Nancy L. Hendrickson, Esq. (*pro hac vice* application pending)  
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Attorneys for Respondent

**COPY** of the foregoing delivered/e-mailed same date to:

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