



LOUISIANA DEPARTMENT OF INSURANCE

JAMES J. DONELON  
COMMISSIONER

**CEASE AND DESIST ORDER**  
**SUMMARY SUSPENSION**  
**NOTICE OF REVOCATION AND FINE**  
**PRODUCER LICENSE #478065**  
**PRODUCER LICENSE #491756**

January 7, 2022

Trampus Scott Wagoner  
10552 Jaybird Lane  
Baton Rouge, LA 70817

Article # 7020 0640 0001 4919 5907

Trampus Scott Wagoner  
5734 Mapleton Drive  
Greenwell Springs, LA 70739

Article # 7020 0640 0001 4919 5914

Armor Insurance LLC  
c/o Trampus Scott Wagoner  
10552 Jaybird Lane  
Baton Rouge, LA 70817

Article # 7020 0640 0001 4919 5921

Via Email: [trampus.wagoner@armor-insurance.com](mailto:trampus.wagoner@armor-insurance.com)

WHEREAS, IT HAS COME TO MY ATTENTION, as Commissioner of Insurance (Commissioner) of the Louisiana Department of Insurance (LDI), that Trampus Scott Wagoner has violated certain provisions of the Louisiana Insurance Code, Title 22, La. R. S. 22:1 *et. seq.* As used hereinafter, "you" and "your" refer to Trampus Scott Wagoner. Accordingly, pursuant to the power and authority vested in me as the Commissioner, I issue this Order to Cease and Desist, Summary Suspension, Notice of Revocation and Notice of Fine based on the following, to wit:

You were licensed by the Louisiana Department of Insurance as an insurance producer (License #478065) on December 11, 2008. You are the owner of producer agency, Armor Insurance, LLC (Armor). Armor was licensed in the State of Louisiana as an insurance producer agency (License #491756) on July 17, 2009. Armor is duly incorporated and domiciled in the State of Louisiana. You are the registered agent and managing member of Armor. Currently, both producer licenses are active.

**L. Woodard**

On March 8, 2021, L. Woodard made a partial insurance premium payment of \$800.00 to Armor using her credit card. You also issued a Certificate of Insurance (COI) to Ms. Woodard representing that Ms. Woodard had a Lloyd's of London (Lloyd's) property insurance policy (#001217009), effective March 10, 2021 to March 10, 2022. On May 20, 2021, Ms. Woodard made a second partial premium payment of \$427.83 to Armor using her debit card. In total, Ms. Woodard paid your agency a total of \$1,227.83 in insurance premium. In August 2021, Ms.

Woodard sustained damage to her home from Hurricane Ida. She contacted you, as her insurance agent, to inform you of the damages. The Lloyd's property insurance policy was never issued resulting in no homeowners insurance coverage related to her damaged property.

On September 9, 2021, you went to Ms. Woodard's home to inspect the damage. Although the policy was never issued, you made the decision to take care of the damages "within the terms and conditions of the policy she purchased that was never issued." You paid \$800.00 to have Ms. Woodard's roof tarped. You helped Ms. Woodard list the damages and research the costs of repairs and replacement. You came up with a total labor and materials cost of \$6,275.26. You applied the \$5,000.00 deductible Ms. Woodard would have had if the policy was secured and made a payment of \$1,275.26 to Ms. Woodard on September 20, 2021. You documented the above activities in an October 13, 2021 letter on behalf of Ms. Woodard.

Ms. Woodard filed a consumer complaint with LDI on October 15, 2021 claiming you would not give her documentation of the damages for her application to FEMA for help with repairs to her property. Based on what she submitted, Ms. Woodard believed she had an insurance policy because she listed the policy number from the COI you issued and wrote that her policy had a \$5,000.00 deductible.

#### **O. Powell**

On March 12, 2021, O. Powell made a partial insurance premium payment of \$613.50 to Armor using her debit card. You issued a COI to Ms. Powell showing that she had a Certain Underwriters at Lloyd's of London (Lloyd's) property insurance policy (#009890171), effective March 11, 2021 to March 11, 2022. On March 18, 2021, you emailed that COI to Urban Housing Mortgage on behalf of Ms. Powell. On May 26, 2021, Ms. Powell made a second partial premium payment of \$612.00 to Armor using her debit card.

In August 2021, Ms. Powell sustained damage to her home from Hurricane Ida. She contacted you, as her insurance agent, to inform you of the damages. Ms. Powell did not have coverage despite paying your agency a total of \$1,225.50. You instructed Ms. Powell to apply for assistance with FEMA and let them know she did not have insurance coverage.

On September 9, 2021, you went to Ms. Powell's home to inspect the damage. When you advised Ms. Powell to put a tarp on her roof, she told you she could not afford a tarp. You decided to take care of Ms. Powell's damages "within the terms and conditions of the policy she purchased that was never issued." You paid \$800.00 to have Ms. Powell's roof tarped. You helped Ms. Powell list the damaged property and research the cost of repairs and replacement. You came up with a total labor and materials cost of \$6,151.30. You applied the \$5,000.00 deductible Ms. Powell would have had if the policy was secured and you made a payment of \$1,151.30 to Ms. Powell on September 20, 2021.

Ms. Powell filed a consumer complaint with LDI on October 12, 2021 claiming you came to her home as an adjuster and have not given her documentation of the damages so she can apply for assistance with FEMA to help repair her property.

You submitted a detailed written account to the LDI on October 28, 2021 in response to Ms. Powell's complaint. You wrote, "Even though her policy would not have included replacement, I realized she was in need and after applying the \$5000 deductible I would pay the replacement cost difference without depreciation." You ended your statement with, "I am fully committed to Ms. Powell and all of the clients of Armor Insurance. I am committed to resolving this issue and performing my ethical and fiduciary duties to the standard of the LDI."

### **J. Keller**

On May 25, 2021, you emailed a quote for property insurance to client, J. Keller. The annual premium for the Lloyd's dwelling policy was \$1,309.59 and included coverage for wind and hail. You submitted a policy application to RPS that same day, however wind was excluded, and the total premium was decreased from \$1,309.59 to \$570.39. According to the audit trail, the IP address used by you to view the policy application and utilized for the signature of Mr. Keller was the same. You have admitted you never met Mr. Keller in person and electronically signed the application on his behalf. You emailed policy documents and a COI to Mr. Keller. The COI, dated May 25, 2021, showed Mr. Keller's property was insured by Lloyd's policy #LD608186. No deductible for wind and hail was listed on the COI. RPS invoiced you for the Lloyd's policy for \$524.99, the total premium (\$570.39, less your commission of \$45.40). You paid the invoiced amount via credit card on May 25, 2021. On May 26, 2021, Mr. Keller made a debit card payment of \$1,409.59 to Armor.

In August 2021, Mr. Keller sustained damage to his property from Hurricane Ida. On September 9, 2021, Mr. Keller contacted you to file a claim for damages. After giving him the wrong insurer contact information, Mr. Keller said he called you again. At that time, you told him his policy was through Lloyd's and you did not think Mr. Keller had wind and hail coverage. Mr. Keller said he attempted to contact you again, but you did not return his phone calls. On September 15, 2021, Mr. Keller filed a consumer complaint with the LDI stating he was quoted for, and purchased, a policy that included wind and hail coverage, but you secured a policy for him that did not include wind and hail coverage.

The Louisiana Insurance Code, Title 22, R.S. 22:1 et seq. at §2. states:

### **§ 2. Insurance regulated in the public interest**

- (1) Insurance is an industry affected with the public interest and it is the purpose of this Code to regulate that industry in all its phases. [I]t shall be the duty of the commissioner of insurance to administer the provisions of this Code.

La. R.S. 22:18 maintains in pertinent part:

**§18. Suspension or revocation of insurer's licenses; fines; orders**

- A. The commissioner of insurance may, as a penalty, in accordance with R.S. 49:961, refuse to renew, or may suspend, or revoke the certificate of authority or license of an insurer, person, or entity violating any of the provisions of this Code, or in lieu of suspension or revocation of a certificate or license duly issued, the commissioner may levy a fine not to exceed one thousand dollars for each violation per insurer, person, or entity, up to one hundred thousand dollars aggregate for all violations in a calendar year per insurer, person, or entity, when such violations warrant the refusal, suspension, or revocation of such certificate or license, or the imposition of the fine. The commissioner is also authorized to order any insurer, person, or entity to cease and desist any such action that violates any provision of this code.

Pursuant to La. R.S. 22:1554, the Commissioner is authorized to take certain regulatory actions against any person who is ...charged with a violation of this Part of Chapter 5, Producers and Other Regulated Entities Part I. Producers. These actions are designed to assist the Commissioner in administering the provisions of the Insurance Code.

La. R.S. 22:1554 maintains in pertinent part:

**§ 1554. License denial, nonrenewal, or revocation**

- A. The commissioner may place on probation, suspend, revoke, or refuse to issue, renew, or reinstate an insurance producer license, or may levy a fine not to exceed five hundred dollars for each violation occurring, up to ten thousand dollars for each violation aggregate for all violations in a calendar year per applicant or licensee, or any combination of actions, for any one or more of the following causes:

(3) The failure to account for or remit any premiums, monies, or properties belonging to another which come into the possession of the applicant in the course of doing insurance business, or improperly withholding, misappropriating, converting, or failing to timely remit any premiums, monies, or properties received in the course of doing insurance business, whether such premiums, monies, or properties belonging to policyholders, insurers, beneficiaries, claimants, or others.

(4) Using fraudulent, coercive, or dishonest practices or misrepresentation, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business such as might endanger the public.

(5) Misrepresenting the terms of an actual or proposed insurance contract, binder, rider, plan, or application for insurance, including all forms or documents that are attached, or will be attached, to an actual or proposed insurance contract, binder, rider, plan, or application for insurance.

(6) Having admitted or been found to have committed any insurance unfair trade practice under R.S. 22:1961 et seq. or fraud under R.S. 22:1964 et seq.

(14) The violation of any insurance laws of the United States, this state or any state, province, district, or territory, or violating any lawful rule, regulation, subpoena, or order of the commissioner of insurance or of the insurance officials of another state.

D. The license of a business entity may be suspended or revoked, or renewal or reinstatement thereof may be refused, or a fine may be levied, with or without suspension, revocation, or refusal to renew a license, if the commissioner finds, in accordance and compliance with La. R.S. 49:961, that an individual licensee's violation was known or should have been known by one or more of the partners, officers, or managers acting on behalf of the business entity and the violation was not reported to the Department of Insurance and no corrective action was undertaken timely. Any such suspension or revocation of a license, or refusal to renew or reinstate a license, shall include all lines of insurance for which the licensee was authorized.

La. R.S. 22:1562 maintains in pertinent part:

#### **§ 1562. Prohibited acts**

D. (1) No person licensed as, or representing himself to be, an insurance producer shall receive anything of value as premium payment or commission for an insurance policy rider, binder, or plan without making a bona fide application to an insurer for an insurance policy.

(2) No person licensed as, or representing himself to be, an insurance producer shall fail to account for or remit any premiums, monies, or properties belonging to another which come into the possession of the applicant in the course of doing insurance business, or improperly withholding, misappropriating, converting, or failing to timely remit any premiums, monies, or properties received in the course of doing insurance business, whether such premiums, monies or properties belong to policyholders, insurers, beneficiaries, claimants, or other.

La. R.S. 22:1923 maintains in pertinent part:

#### **§ 1923. Definitions**

(2) "Fraudulent insurance act" shall include but not be limited to acts or omissions committed by any person who, knowingly and with intent to defraud:

(a) Presents, causes to be presented, or prepares with knowledge or belief that it will be presented to or by an insurer, reinsurer, purported insurer or reinsurer, producer, or any agent thereof, any oral or written statement which he knows to contain materially false information as part of, or in support of, or denial of, or concerning any fact material to or conceals any information concerning any fact material to the following:

- (i) An application for the issuance of any insurance policy.
- (iii) A claim for payment for payment or benefit pursuant to any insurance policy.
- (d) Diverts, attempts to divert, or conspires to divert funds of an insurer, reinsurer, or other entity regulated under the laws of this state, or other persons in connection with:
  - (i) The transaction of insurance or reinsurance.
  - (h) Manufactures, sells, distributes, presents, or causes to be presented a fraudulent proof of insurance card or document.

La. R.S. 22:1924 maintains in pertinent part:

**§ 1924 Prohibited activities and sanctions**

- A. (1) Any person who, with the intent to injure, defraud, or deceive any insurance company, or the Department of Insurance, or any insured or other party in interest, or any third-party claimant commits any of the acts specified in Paragraph (2) or (3) of this Subsection is guilty of a felony and shall be subjected to a term of imprisonment, with or without hard labor, not to exceed five years, or a fine not to exceed five thousand dollars, or both, on each count and payment of restitution to the victim company of any insurance payments to the defendant that the court determines was not owed and the costs incurred by the victim company associated with the evaluation and defense of the fraudulent claim, including but not limited to the investigative costs, attorney fees, and court costs. However, if the benefit pursued does not exceed one thousand dollars, the term of imprisonment shall not exceed six months, or the fine shall not exceed one thousand dollars, or both, on each count.
- (2) The following acts shall be punishable as provided in Paragraph (1) of this Subsection:
  - (a) Committing any fraudulent insurance act as defined in R.S. 22:1923.

The Louisiana Insurance Code, Title 22, La. R.S. 22:1 et seq., authorizes the Commissioner to investigate the affairs and professional conduct of every person engaged in the business of insurance to determine whether such person has been or is engaged in any unfair or deceptive act or practice prohibited by the Louisiana Insurance Code. It is determined that Trampus Wagoner and Armor Insurance LLC has committed the violations of the Louisiana Insurance Code as listed above.

**VIOLATIONS:**

While conducting insurance business in Louisiana as a licensed producer, Trampus Wagoner and Armor Insurance LLC acted with intent and full knowledge of the aforementioned facts by withholding premium monies and failing to submit them to the insurer. These actions constitute

Trampus Scott Wagoner  
Producer License #478065  
Armor Insurance LLC  
Producer License #491756  
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violations of La. R.S. 22:1554(A)(3), (4), (5), (6), (10) and (14); La. R.S. 22:1562(D)(1) and (2); La. R.S. 22:1924(A)(2)(a) as defined by La. R.S. 22:1923(2)(a)(i) and (iii), (2)(d)(i) and (h).

**BE ADVISED:**

**COMMISSIONER'S ACTION:**

As a result of the investigation and documentation in possession of the LDI, and in accordance with La. R.S. 22:18, La. R.S. 22:1554(A) and La. R.S. 49:961(C), determination has been rendered that you are in violation of the statutes listed above and the public health, safety, or welfare imperatively requires emergency action, therefore, you are a danger to the insurance buying public to such a degree that the Louisiana Commissioner of Insurance hereby orders you, **Trampus Scott Wagoner**, and **Armor Insurance LLC** to **CEASE AND DESIST** from conducting the business of insurance, and Louisiana Insurance Producer Licenses, Numbers **478065** and **491756** are hereby **SUSPENDED** effective immediately.

Additionally, Louisiana Insurance Producer License Number **478065** issued to **Trampus Scott Wagoner** and Louisiana Insurance Producer License Number **491756** issued to **Armor Insurance LLC** are hereby **REVOKED** effective thirty (30) days from issuance of this Notice. The Louisiana Commissioner of Insurance hereby imposes a joint **FINE** upon **Trampus Scott Wagoner** and **Armor Insurance LLC** in the amount of **(\$7,500.00)** dollars payable immediately.

**YOUR ACTION:**

Be advised that this constitutes an administrative action and that it will be reported to the National Insurance Producer Registry. You may need to report this administrative action to other states in which you hold an active license. Contact that state's insurance department if you are unsure of the requirements.

Please remit the aggregate **\$7,500.00** fine payment and a copy of this notice to:

Louisiana Department of Insurance  
Attention: Accounts Receivable  
P.O. Box 94214  
Baton Rouge, LA 70804-9214

Pursuant to La. R.S. 22:2191(A)(2), any person aggrieved by an act of the Commissioner may request a hearing. You must make a written demand for an appeal within thirty (30) days from the date of this notice. Failure to file a written demand for an appeal within thirty (30) days of this notice will preclude your right to an administrative hearing. Pursuant to La. R.S. 22:2191(B), your written demand for an appeal (1) shall reference the particular sections of the statutes and rules

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involved; (2) shall provide a short and plain statement of the matters asserted for review; and (3) shall attach a copy of the order or decision that you are appealing. Appealing this notice does not stay the action of the Commissioner of Insurance. Pursuant to La. R.S. 22:2204 you must request and be granted a stay of this action by the Division of Administrative Law. Your request for a stay may be included in your appeal. Your written demand for an appeal shall be filed with the Louisiana Department of Insurance at the addresses below:

Louisiana Department of Insurance  
Attn: J. David Caldwell, Executive Counsel  
P. O. Box 94214  
Baton Rouge, LA 70804-9214

Telephone: (225) 342-4673  
Fax: (225) 342-1632

File in Person at:

1702 N. Third Street  
Baton Rouge, LA 70802

Signed in Baton Rouge, Louisiana this 7<sup>th</sup> day of January 2022.

JAMES J. DONELON  
COMMISSIONER OF INSURANCE  
STATE OF LOUISIANA

BY:

  
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Matthew Stewart  
Deputy Commissioner  
Divisions of Fraud & Enforcement  
Louisiana Department of Insurance  
Telephone: (225) 219-5819



Trampus Scott Wagoner  
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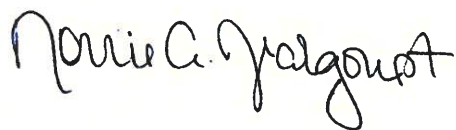
**CERTIFICATE OF SERVICE**

Article # 7020 0640 0001 4919 5907

Article # 7020 0640 0001 4919 5914

Article # 7020 0640 0001 4919 5921

I hereby certify that I have this day served the foregoing document upon **Trampus Scott Wagoner** and **Armor Insurance LLC** by mailing a copy thereof properly addressed with postage prepaid, this 7<sup>th</sup> day of January 2022.



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Norrie A. Falgoust, Compliance Investigator