The Arizona Department of Insurance and Financial Institutions ("Department") received evidence that Complete Care Home Warranty LLC fka Credit Recovery USA LLC ("CCHW" or "Respondent") has unlawfully offered or issued service contract(s) and engaged in unfair trade practices in the state of Arizona. Accordingly, the Director of the Department ("Director") makes the following Findings of Fact and Conclusions of Law and enters the following Order pursuant to A.R.S. § 20-1095.09(B).

**FINDINGS OF FACT**

1. Respondent is a limited liability company domiciled in the state of New York.
2. Respondent is not registered with the Arizona Corporation Commission.
3. At all material times, Respondent did not hold a service company permit or any other license allowing it to conduct service company business.
4. On or about November 15, 2021, the Department received a complaint from an Arizona licensed service company alleging that Respondent is “operating without a license [issued] by the [Department]of Insurance.”
5. On or about February 17, 2022, the Department received a second complaint against Respondent from an Arizona consumer ("Consumer") alleging that the “[p]olicy sale was induced, misrepresented and . . . [Respondent] is not authorized to do business in the state of Arizona.”

6. The Department commenced an investigation into the matter. The Department’s investigation determined the following:

   a) On or about February 6, 2022, Consumer, with intent to purchase a homeowner insurance policy, instead purchased a five-year CCHW home warranty. The Terms of Service Agreement executed between CCHW and Consumer contained a cancellation provision stating “[y]ou may cancel this Agreement within the first thirty (30) days of the order date for a full refund of the paid contract fees, less any service cost incurred by us.”

7. On or about February 8, 2022, Consumer discovered the error and immediately contacted Respondent to cancel the Agreement and obtain a refund.

8. On or about February 17, 2022, Respondent sent an email to Consumer notifying her that her home warranty policy was canceled.

9. On or about February 23, 2022, Respondent, by email, requested that Consumer sign a Release Agreement as a condition for the purchase price payment refund. The Release Agreement contained a provision stating that Consumer “agrees to refrain from any and all negative reviews and complaints, including but not limited to . . . Attorney General, Consumer Affairs, and other alike.” Consumer signed and returned the Release Agreement back to Respondent on the same date. Consumer received the refund.
10. Respondent’s website https://completecarehomewarranty.com specifically lists the states in which Respondent offers service contracts. Arizona is not listed as a state where Respondent offers service contracts.

CONCLUSIONS OF LAW

11. The Director has jurisdiction over this matter.

12. Respondent’s conduct, as outlined above, constitutes a violation of any provision of Title 20 or any rule, subpoena or order of the Director. A.R.S. § 20-295(A)(2).

13. Respondent’s conduct, as alleged above, constitutes offering and issuing service contracts without a permit. A.R.S. § 20-1095.01(A).

14. Respondent is not exempt from the permit requirements. A.R.S. § 20-1095.02(A).

15. Respondent’s conduct, as outlined above, constitutes making a misleading statement in connection with a service contract sale. A.R.S. § 20-1095.09(A)(1).

16. Grounds exist for the Director to order Respondent to cease and desist from engaging in service company activities in Arizona. A.R.S. § 20-1095.09(B).

ORDER

IT IS HEREBY ORDERED THAT:

1. Respondent shall immediately cease and desist from offering to sell, advertising and marketing or issuing service contracts in Arizona without a permit.

2. This Order shall become effective immediately and shall remain in full force and effect until otherwise stayed, modified, vacated or set aside.

1 Last visited May 19, 2022.
NOTICE OF OPPORTUNITY FOR HEARING

Pursuant to Title 20 of the Arizona Revised Statutes, Respondent is hereby notified that it may request a hearing pursuant to A.R.S. § 20-161 to contest the order to cease and desist. Such a request must be in writing and received at the following address within thirty (30) days from the date hereof:

Arizona Department of Insurance and Financial Institutions
Attn: Gio Espinosa, Regulatory Legal Affairs Officer
100 North 15th Avenue, Suite 261
Phoenix, Arizona 85007-2630

Upon receipt of a timely written request for hearing, the Department will issue an order setting the time and place of the hearing.

Effective this 25th day of May, 2022.

Evan G. Daniels, Director
Arizona Department of Insurance and Financial Institutions
ORIGINAL of the foregoing filed
this 26th day of May, 2022, in the office of:

Evan G. Daniels, Director
Arizona Department of Insurance and Financial Institutions
Attn: Ana Starcevic
100 North 15th Avenue, Suite 261
Phoenix, AZ 85007-2630

COPY of the foregoing mailed by Certified Mail,
Delivery Receipt requested, the same date to:

Complete Care Home Warranty LLC
43 W. 33rd Street
New York, NY 10001
Respondent 9489 0090 0027 6351 1237 53

Complete Care Home Warranty LLC
C/O The LLC
1908 Coney Island Avenue
Brooklyn, NY 11230
Statutory Agent 9489 0090 0027 6351 1237 39

COPY of the foregoing delivered/mailed same date, to:

Deian Ousounov, Assistant Director
Gio Espinosa, Regulatory Legal Affairs Officer
Ana Starcevic, Paralegal Project Specialist
Catherine O’Neil, Consumer Legal Affairs Officer
Steven Fromholtz, Licensing Manager
Linda Lutz, Legal Assistant
Wendy Greenwood, Investigation Supervisor
Arizona Department of Insurance and Financial Institutions
100 North 15th Avenue, Suite 261
Phoenix, Arizona 85007-2630

Complete Care Home Warranty LLC
admin@complectecarehomewarranty.com
Respondent

Ana Starcevic for

Francine Juarez