

OFFICE OF INSURANCE REGULATION

KEVIN M. McCARTY
COMMISSIONER

IN THE MATTER OF:

THE AMACORE GROUP, INC.,
A/K/A EYE CARE INTERNATIONAL, INC.,
ECI,
ECI VISION PLAN, AND/OR
ECI NETWORK

CASE NO.: 85879-06

CONSENT ORDER

THIS CAUSE came on for consideration as the result of an agreement between The Amacore Group, Inc., a/k/a Eye Care International, Inc., ECI, ECI Vision Plan, and/or ECI Network (hereinafter collectively referred to as "AMACORE") and the Office of Insurance Regulation (hereinafter referred to as the "OFFICE"). Following a review of the record, and upon consideration thereof, and being fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter and parties to this proceeding.
2. AMACORE is a foreign corporation that is not authorized to transact business as a discount medical plan organization or insurer in the state of Florida.
3. The OFFICE conducted an investigation of AMACORE in accordance with Section 626.901, Florida Statutes (2007). Based on the results of that investigation, the OFFICE

has determined that AMACORE conducted business in Florida as a discount medical plan organization in violation of Section 636.204, Florida Statutes.

4. AMACORE is a national wholesaler of discount vision plans, which does not directly engage in sales to Florida consumers. AMACORE also markets various discount medical plans for other companies, as stand-alone products to Florida licensed companies. AMACORE provides discount medical plans under the trade names of "The Amacore Group," "Eye Care International," "ECI," "ECI Vision Plan," and/or "ECI Network." Inadvertently, through the conduct of its business, AMACORE directly enrolled or renewed 153 members in its discount vision plans.

5. AMACORE hereby affirms that its business practices have been revised to prevent direct sales of its discount medical plans to Florida consumers. Furthermore, AMACORE affirms that Florida consumers, who seek membership in its discount medical plans through the ECI Vision Plan web site, are directed to AccessOne Consumer Health, Inc., a licensed Florida discount medical plan organization.

6. AMACORE represents that it has not conducted any other unlicensed discount medical plan business in Florida except as disclosed in writing to the OFFICE in connection with the investigation that resulted in the execution of this Consent Order.

7. AMACORE agrees that upon the execution of this Consent Order it shall be subject to the terms and conditions contained herein.

8. AMACORE shall not, at any time in the future, acting directly or indirectly, by or through named or unnamed persons, entities, agents, or otherwise, transact any new or renewal business in Florida as a discount medical plan organization or insurer, unless properly authorized by the OFFICE.

9. AMACORE shall pay to the OFFICE administrative costs in the amount of Three Thousand Dollars (\$3,000) within thirty (30) days of the execution of this Consent Order.

10. The OFFICE and AMACORE expressly waive a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the OFFICE and all further or other proceedings to which the parties may be entitled by law or the rules of the OFFICE. AMACORE hereby knowingly and voluntarily waives all rights to challenge or contest this Consent Order, in any forum presently or in the future available to it, including the right to any administrative proceeding, state or federal court action, or any appeal.

11. AMACORE agrees that the failure to adhere to one or more of the terms and conditions of this Consent Order shall constitute a violation of a lawful Order of the OFFICE, and may subject AMACORE to such administrative penalties or remedies available under the Florida Insurance Code.

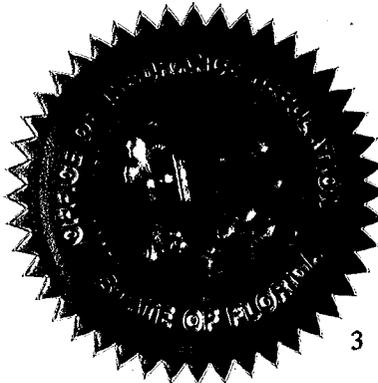
12. AMACORE is hereby placed on notice of the requirements of the above-referenced statutory provisions and agrees that any future violations of these sections by AMACORE may be deemed willful, subjecting AMACORE to the appropriate penalties.

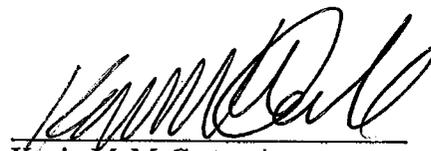
13. Except as noted above, each party to this action shall bear its own costs and fees.

THEREFORE, the agreement between AMACORE and the OFFICE, the terms and conditions of which are set forth above, is approved.

FURTHER, all terms and conditions above are hereby ORDERED.

DONE AND ORDERED this 29TH day of MAY, 2008.




Kevin M. McCarty
Commissioner
Office of Insurance Regulation

By execution hereof, AMACORE consents to the entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind AMACORE to the terms and conditions of this Consent Order.

THE AMACORE GROUP, INC.

By: 

Print Name: Clark A Marcus

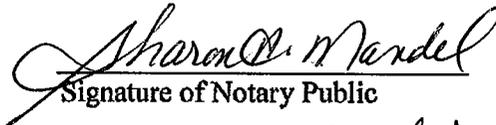
Title: CEO

Date: 5/8/2008

[Corporate Seal]

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 8th day of May 2008, by Clark A. Marcus, who is personally known to me or has produced the following identification _____.


Signature of Notary Public

Sharon A. Mandel
Print Name

My Commission Expires: 8/6/11



COPIES FURNISHED TO:

CLARK A. MARCUS, President
The Amacore Group, Inc.
1211 North Westshore Boulevard, Suite 512
Tampa, Florida 33607-4610

RHODA K. JOHNSON
Assistant General Counsel
Office of Insurance Regulation
200 East Gaines Street, Suite 645A-5
Tallahassee, Florida 32399-4206