



THE TREASURER OF THE STATE OF FLORIDA
DEPARTMENT OF INSURANCE

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FILED

MAR 28 2002

Treasurer and
Insurance Commissioner
Docketed by: SP

TOM GALLAGHER

IN THE MATTER OF:

CASE NO.: 60096-02-CO

ATLANTA CASUALTY COMPANY

2001 Property and Casualty
Target Market Conduct Examination
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RECEIVED

MAR 29 2002

CONSENT ORDER

THIS CAUSE came on for consideration as the result of an agreement between **ATLANTA CASUALTY COMPANY**, hereinafter referred to as **ATLANTA** and the **FLORIDA DEPARTMENT OF INSURANCE**, hereinafter referred to as the **DEPARTMENT**. Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the **DEPARTMENT**, hereby finds as follows:

1. The **DEPARTMENT**, has jurisdiction over the subject matter of, and parties to, this proceeding.
2. **ATLANTA** is a foreign property and casualty insurer authorized to transact insurance business in Florida and is subject to the jurisdiction and regulation of the **DEPARTMENT** pursuant to the Florida Insurance Code.
3. The **DEPARTMENT** conducted a property and casualty market conduct examination of **ATLANTA** covering the period of January 2000 through March 2001, pursuant to Section 624.3161, Florida Statutes. As a result of such

examination, the **DEPARTMENT** determined that **ATLANTA** committed the following violations of the Florida Insurance Code or Florida Administrative Code as outlined in total in the Fine Worksheet provided with the Report of Examination Findings:

a. Claims

1. Section 626.9541, F.S.-Failure to Comply with Unfair Trade Practice Requirements-Acknowledge and Act Promptly.
2. Section 319.30, F.S.-Failure to Properly Forward Automobile Titles to the Department of Highway Safety and Motor Vehicles.

b. Complaints

1. Section 626.9541, F.S.-Failure to Comply with Unfair Trade Practice Requirements-Claims Handling.
2. Section 626.9541, F.S.-Failure to Comply with Unfair Trade Practice Requirements.

4. The **DEPARTMENT** and **ATLANTA** expressly waive a hearing in this matter and the making of Findings of Fact and Conclusions of Law by the **DEPARTMENT** and all further and other proceedings herein to which the parties may be entitled by law. **ATLANTA** hereby knowingly and voluntarily waives the rights to challenge or to contest this Order, in any forum now available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

5. **ATLANTA** agrees that upon the execution of this Consent Order it shall be subject to the following terms and conditions:

(a) **ATLANTA** shall pay an administrative penalty of \$6,000 and administrative costs of \$1,000 on or before the 30th day after this Consent Order is executed.

(b) **ATLANTA** shall henceforth comply with all of the provisions of the Florida Insurance Code, Florida Administrative Code and shall implement policies and procedures that will preclude the recurrence of violations contained in the examination report. These policies and procedures shall be made available to the **DEPARTMENT** for review upon request. Within 90 days after execution of this Consent Order **ATLANTA** shall both implement the recommendations contained in this report, and submit confirmation, in writing, to the **DEPARTMENT** that all directives contained in the report have been met, including all refunds made.

(c) **ATLANTA** is hereby placed on notice of the requirements of the above referenced sections of law and agrees that any future violations of these sections by **ATLANTA** may be deemed willful, subjecting **ATLANTA** to appropriate penalties.

6. **ATLANTA** agrees that the failure to adhere to one or more of the above terms and conditions of this Order shall constitute a violation of a lawful order of the **DEPARTMENT**, and shall subject **ATLANTA** to such administrative action as the **DEPARTMENT** may deem appropriate.

7. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

8. THEREFORE, the agreement between ATLANTA CASUALTY COMPANY and the DEPARTMENT, the terms and conditions of that are set forth above, is approved.

FURTHER, all terms and conditions above are hereby ORDERED.

DONE AND ORDERED this 28TH day of MARCH,

2002.



KEVIN MCCARTY
DEPUTY INSURANCE COMMISSIONER

By execution hereof ATLANTA CASUALTY COMPANY consents to entry of this Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. I am authorized to execute this document.

ATLANTA CASUALTY COMPANY

By: _____

James R. Gober

(Typed or Printed Name)

Title: President

Date: February 24, 2002

COPIES FURNISHED TO:

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