

**SUBSTITUTE AGENDA  
FINANCIAL SERVICES COMMISSION  
Office of Insurance Regulation**

**Materials Available on the Web at:**  
<http://www.flor.com/Sections/GovAffairs/FSC.aspx>

**October 10, 2013**

**MEMBERS**

Governor Rick Scott  
Attorney General Pam Bondi  
Chief Financial Officer Jeff Atwater  
Commissioner Adam Putnam

**Contact: Karen Kees  
(850-413-2474)**

9:00 A.M.  
LL-03, The Capitol  
Tallahassee, Florida

ITEM	SUBJECT	RECOMMENDATION
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1. Minutes of the Financial Services Commission for August 6, 2013.

<http://www.myflorida.com/myflorida/cabinet/agenda13/0806/transcript.pdf>

**(ATTACHMENT 1)**

**FOR APPROVAL**

2. Request for Approval for Publication of Proposed Amendments to Rule 69O-186.013; Title Insurance Statistical Gathering - Title Insurance Agencies

Pursuant to Section 627.782, Florida Statutes, title insurance agencies and insurers licensed to do business in this state must maintain and submit certain information to the Office, including revenue, loss, and expense data. This statute authorizes rulemaking to collect and analyze such data from the title insurance industry.

The current version of the Rule implements the provisions of Section 627.782, Florida Statutes, by listing the types of information that shall be submitted to the Office by title insurance agencies and insurers. The Office is proposing to strike the current language of the rule and to replace it with new language that adopts a form, entitled "OIR-EO-2087 Title Insurance Experience Reporting-Agents and Retail Office of Direct-Writing Title Insurance Underwriters". This data will be submitted to the Office electronically by title insurance agencies to comply with the reporting requirements of Section 627.782, Florida Statutes. The statistical data collected will be used for the purpose of analyzing premium rates, retention rates, and the condition of the title insurance industry.

**(ATTACHMENT 2)**

**APPROVAL FOR PUBLICATION**

3. Request for Approval for Publication of Proposed New Rule 69O-186.014; Title Insurance Statistical Gathering - Title Insurance Underwriters

Pursuant to Section 627.782, Florida Statutes, title insurance agencies and insurers licensed to do business in this state must maintain and submit certain information to the Office, including revenue, loss, and expense data. This statute authorizes rulemaking to collect and analyze such data from the title insurance industry.

Proposed New Rule 69O-186.014 implements the provisions of Section 627.782, Florida Statutes, by listing the types of information that shall be submitted to the Office by title insurance underwriters. The proposed new Rule 69O-186.014 lists data elements required to be filed annually by title insurance underwriters and adopts a form, entitled "OIR-DO-2115 Title Insurance Experience Reporting-Underwriters". This data will be submitted to the Office electronically by title insurance underwriters to comply with the reporting requirements of Section 627.782, Florida Statutes. The statistical data collected will be used for the purpose of analyzing premium rates, retention rates, and the condition of the title insurance industry.

**(ATTACHMENT 3)**

**APPROVAL FOR PUBLICATION**

4. Approval of the Office of Insurance Regulation to Contract with the Proposed Consultant to Conduct the Workers' Compensation Peer Review

Section 627.285, Florida Statutes, requires that the Financial Services Commission contract, at least once every other year, for an independent actuarial peer review and analysis of the ratemaking processes of any licensed rating organization that makes rate filings for workers' compensation insurance in Florida.

The National Council on Compensation Insurance (NCCI) is responsible for collecting statistical information and making workers' compensation rate filings on behalf of Florida's insurers. By law, the contract requires the submission of a final report to the Commission, the President of the Senate, and the Speaker of the House of Representatives by February 1, 2014.

The Office has conducted the formal solicitation process by way of Request for Proposal (RFP). In order to meet this statutory requirement, it is recommended that the Office, on behalf of the Financial Services Commission, enter into the attached agreement with Oliver Wyman Actuarial Consulting, Inc. to perform the required peer review.

**(ATTACHMENT 4)**

**FOR APPROVAL**

5. Citizens Proposed Amendments to Plan of Operation – Barry Gilway, President/CEO and Executive Director

**(ATTACHMENT 5)**

**FOR APPROVAL**

6. Citizens Updated Assessment Awareness Survey Results – Barry Gilway, Citizens President/CEO and Executive Director

**(ATTACHMENT 6)**

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T H E   C A B I N E T  
S T A T E   O F   F L O R I D A

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Representing:

DIVISION OF BOND FINANCE

STATE BOARD OF ADMINISTRATION

FINANCIAL SERVICES COMMISSION,  
OFFICE OF FINANCIAL REGULATION

FINANCIAL SERVICES COMMISSION,  
OFFICE OF INSURANCE REGULATION

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

The above agencies came to be heard before THE FLORIDA CABINET, the Honorable Governor Scott presiding, in the Cabinet Meeting Room, LL-03, The Capitol, Tallahassee, Florida, on Tuesday, August 6, 2013, commencing at approximately 9:09 a.m.

Reported by:

MARY ALLEN NEEL

Registered Professional Reporter  
Florida Professional Reporter

ACCURATE STENOGRAPHY REPORTERS, INC.  
2894 REMINGTON GREEN LANE  
TALLAHASSEE, FLORIDA 32308  
850.878.2221

1           GOVERNOR SCOTT: Now I would like to recognize  
2 Kevin McCarty, commissioner of the Office of  
3 Insurance Regulation.

4           Good morning, Kevin.

5           MR. McCARTY: Good morning, Governor and  
6 members of the Commission.

7           Agenda item number 1 is the adoption of the  
8 minutes for the Financial Services Commission of  
9 June 25, 2013.

10          GOVERNOR SCOTT: Is there a motion to approve?

11          ATTORNEY GENERAL BONDI: So moved.

12          GOVERNOR SCOTT: Is there a second?

13          COMMISSIONER PUTNAM: Second.

14          GOVERNOR SCOTT: Any comments or objections?

15          Hearing none, the motion carries.

16          MR. McCARTY: Agenda item number 2 is request  
17 for final adoption of proposed Rule 690-137.001.  
18 The Office is proposing to amend the rule to adopt  
19 the current versions of the NAIC instructions and  
20 manuals for quarterly and annual reports.

21          GOVERNOR SCOTT: All right. Is there a motion  
22 to approve?

23          ATTORNEY GENERAL BONDI: So moved.

24          GOVERNOR SCOTT: Is there a second?

25          CFO ATWATER: Second.

1 GOVERNOR SCOTT: Any comments or questions?

2 COMMISSIONER PUTNAM: I have a question and  
3 comment, Governor.

4 GOVERNOR SCOTT: Sure.

5 COMMISSIONER PUTNAM: Kevin, you've announced  
6 the rates are expected to rise in Florida by  
7 30 percent, is that correct, on the -- as a result  
8 of the Affordable Care Act?

9 MR. McCARTY: Yes, sir. We recently concluded  
10 our review of the rates that are being proposed  
11 both on the exchange and off the exchange. For  
12 those policies that are in the individual market,  
13 the average is between 30 and 40 percent, and for  
14 the small group market, the average is between 50  
15 and 20 percent.

16 COMMISSIONER PUTNAM: And as high as  
17 58 percent, 59 percent?

18 MR. McCARTY: That is correct. Individual  
19 rated sales could be as high as 100 percent.  
20 Individual policies could be as high as 100 percent  
21 or more.

22 COMMISSIONER PUTNAM: In Georgia, two  
23 significant insurers withdrew their bids to  
24 participate in the Georgia exchange, including some  
25 who have indicated they will participate in

1 Florida's exchange. Have you heard any word of  
2 people changing their minds or insurers withdrawing  
3 from Florida, withdrawing their bids from Florida?

4 MR. McCARTY: All of the insurers who  
5 indicated their initial interest in being involved  
6 in the exchange are going to be on the exchange.  
7 We've had no insurers evidence any interest in  
8 withdrawing.

9 COMMISSIONER PUTNAM: Thank you. Thank you,  
10 Governor.

11 GOVERNOR SCOTT: Is Georgia doing their own  
12 exchange? Do you know?

13 COMMISSIONER PUTNAM: No.

14 MR. McCARTY: Georgia is a federally --

15 GOVERNOR SCOTT: They're just a federal  
16 exchange. Okay.

17 All right. Any other comments or objections?

18 Okay. All in favor say aye; all opposed say  
19 nay.

20 (Affirmative responses.)

21 GOVERNOR SCOTT: Okay. The motion carries.

22 MR. McCARTY: Agenda item number 3 is a  
23 request for approval for final adoption of proposed  
24 Rule 690-138.001. The Office is proposing to amend  
25 the rule to adopt the 2013 NAIC Financial Condition

1           Examiners Handbook. By adopting this version of  
2           the handbook, the rule ensures that the procedures  
3           used by the Office to examine companies are  
4           consistent with accepted accounting principles and  
5           uniform across the states.

6           GOVERNOR SCOTT: All right. Is there a motion  
7           to approve?

8           ATTORNEY GENERAL BONDI: So moved.

9           GOVERNOR SCOTT: Is there a second?

10          CFO ATWATER: Second.

11          GOVERNOR SCOTT: Any comments or objections?

12          Hearing none, the motion carries.

13          MR. McCARTY: Agenda item number 4 is a  
14          request for final adoption of proposed amendments  
15          to Rule 690-149.022.

16                 During the 2013 legislative session, Senate  
17          Bill 1842 was enacted by the Legislature that  
18          requires consumer notification be developed to  
19          outline the implications of the Affordable Care Act  
20          on policyholders. The proposed one-time notice is  
21          required for one life groups -- I mean for both  
22          individual market and group market, by both  
23          insurers as well as health maintenance  
24          organizations.

25          GOVERNOR SCOTT: Okay. Is there a motion to

1 approve?

2 ATTORNEY GENERAL BONDI: So moved.

3 GOVERNOR SCOTT: Is there a second?

4 CFO ATWATER: Second.

5 GOVERNOR SCOTT: Any comments or objections?

6 Hearing none, the motion carries.

7 MR. McCARTY: Agenda item number 5 is a  
8 request for approval for final adoption of proposed  
9 Rule 690-149.003.

10 The current version of the rule includes  
11 tables which display the maximum annual medical  
12 trend for major medical as well as Medicare supp.  
13 policies. Companies with 1,000 or fewer policies  
14 in Florida are allowed to submit a streamlined  
15 annual filing by utilizing medical trend.

16 This proposed amendment deletes the medical  
17 trend tables from the text of the rule and allows  
18 them to be published on the website so they can be  
19 updated on an annual basis.

20 GOVERNOR SCOTT: Is there a motion to approve?

21 ATTORNEY GENERAL BONDI: So moved.

22 GOVERNOR SCOTT: Is there a second?

23 CFO ATWATER: Second.

24 GOVERNOR SCOTT: Any comments or objections?

25 Hearing none, the motion carries.

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MR. McCARTY: Thank you, Governor and members  
of the Commission.

GOVERNOR SCOTT: Thank you, Kevin.



M E M O R A N D U M

**DATE:** August 15, 2013  
**TO:** Kevin M. McCarty, Commissioner, Office of Insurance Regulation  
**THROUGH:** Belinda Miller, General Counsel  
**FROM:** Dennis Threadgill *DT*  
Stephen Fredrickson *SF*  
**SUBJECT:** Cabinet Agenda for September 24, 2013  
Request for Approval to Publish Amendments to  
Rule 69O-186.013  
Title Insurance Statistical Gathering  
Assignment # 130012-12

The Office of Insurance Regulation requests that these proposed rule amendments be presented to the Cabinet aides on or before September 18, 2013 and to the Financial Services Commission on September 24, 2013, with a request to approve for publication the proposed rules.

Pursuant to Section 627.782, Florida Statutes, title insurance agencies and insurers licensed to do business in this state must maintain and submit certain information to the Office, including revenue, loss, and expense data. This statute authorizes rulemaking to collect and analyze such data from the title insurance industry.

The current version of Rule 69O-186.013 implements the provisions of Section 627.782, Florida Statutes, by listing the types of information that shall be submitted to the Office by title insurance agencies and insurers. The Office is proposing to strike the current language of the rule and to replace it with new language that adopts a form, entitled "OIR-EO-2087 Title Insurance Experience Reporting-Agents and Retail Office of Direct-Writing Title Insurance Underwriters". This form will be submitted to the Office electronically by title insurance agencies to comply with the reporting requirements of Section 627.782, Florida Statutes. The statistical data collected will be used for the purpose of analyzing premium rates, retention rates, and the condition of the title insurance industry.

Concurrently the Office is proposing new rule 69O-186.014, which sets forth the information filing requirements for Title Insurers.

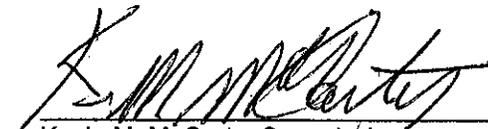
Sections 624.308, 624.307(1), 627.782, F.S., provide rulemaking authority and laws implemented for this rule.

*DT* Jeff Joseph is the attorney handling this rule. Attached are: 1) the proposed rule(s), 2) any incorporated materials, such as forms; and 3) copies of the rulemaking statutory authority and law implemented.

Approved for signature:

  
Belinda Miller, General Counsel

Approved for submission to Financial Services  
Commission:



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Kevin M. McCarty, Commissioner  
Office of Insurance Regulation

690-186.013 Title Insurance Statistical Gathering: Licensed Title Insurance Agencies and Florida Retail Offices of Direct-Writing Title Insurance Underwriters.

~~(1) Licensed title insurance agencies and title insurers must submit statistical data to the Office or an entity chosen by the Office as frequently as required by the Office, not to exceed once annually.~~

~~(2) The data shall include:~~

~~(a) Income, loss and expense information to analyze risk premium and charges for related title services,~~

~~(b) Retention rates and the condition of the title insurance industry,~~

~~(c) Data regarding production of title evidence,~~

~~(d) Premium income from agency/agents, and~~

~~(e) Premium income from insurer direct operations.~~

(1) By the day designated in s. 627.782(8) F.S. of 2015 and the same day of each year after 2015, licensed title insurance agencies and Florida retail offices of direct-writing title insurance underwriters must electronically submit statistical data to the Office. The submittal shall be accomplished by electronically completing OIR form OIR-EO-2087 "Title Insurance Experience Reporting -Agents and Retail Offices of Direct-Writing Title Insurance Underwriters"(New 8-13), which is adopted and incorporated herein by reference. The aforementioned form may be obtained from the Office's web site located at <http://www.flair.com/>.

(2) OIR form OIR-EO-2087 "Title Insurance Experience Reporting -Agents and Retail Offices of Direct-Writing Title Insurance Underwriters" shall be completed by title insurance agencies and retail offices of direct-writing title insurance underwriters in

1 2  
accordance with the instructions for each submittal year. The initial submittal shall reflect data for the prior five years ending December 31, 2014. For each year after 2014 the submittal shall, in addition to the data for the current year, include an affidavit recertifying the accuracy and completeness of the prior four years' data. If significant changes have been discovered in the data submitted in any of the four prior years, a corrected submittal shall be made for that year. Pursuant to s. 627.782, F.S., the statistical data is collected for the purposes of analyzing premium rates, retention rates, and the condition of the title insurance industry.

(3) OIR form OIR-EO-2087 "Title Insurance Experience Reporting -Agents and Retail Offices of Direct-Writing Title Insurance Underwriters"(New 8-13) shall be submitted electronically. All submittals shall be submitted to the Office at <https://iportal.fldfs.com>, the industry portal to the Office's I-File System, as a data filing. A filing shall be considered received by the Office when its arrival in the Office is shown electronically to be on business days between the hours of 8:00 a.m. and 5:00 p.m. eastern standard time. Filings received after 5:00 p.m. shall be considered to be received the next business day.

*Rulemaking Authority 624.308, 627,782 FS. Law Implemented 624.307(1), 627.782 FS.*

*History—New 2-13-95, Formerly 4-186.013, Amended \_\_\_\_\_.*

624.308 Rules.—

(1) The department and the commission may each adopt rules pursuant to ss. 120.536(1) and 120.54 to implement provisions of law conferring duties upon the department or the commission, respectively.

(2) In addition to any other penalty provided, willful violation of any such rule shall subject the violator to such suspension or revocation of certificate of authority or license as may be applicable under this code as for violation of the provision as to which such rule relates.

624.307 General powers; duties.—

(1) The department and office shall enforce the provisions of this code and shall execute the duties imposed upon them by this code, within the respective jurisdiction of each, as provided by law.

627.782 Adoption of rates.—

(1) Subject to the rating provisions of this code, the commission must adopt a rule specifying the premium to be charged in this state by title insurers for the respective types of title insurance contracts and, for policies issued through agents or agencies, the percentage of such premium required to be retained by the title insurer which shall not be less than 30 percent. However, in a transaction subject to the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. ss. 2601 et seq., as amended, no portion of the premium attributable to providing a primary title service shall be paid to or retained by any person who does not actually perform or is not liable for the performance of such service.

(2) In adopting premium rates, the commission must give due consideration to the following:

(a) The title insurers' loss experience and prospective loss experience under closing protection letters and policy liabilities.

(b) A reasonable margin for underwriting profit and contingencies, including contingent liability under s. 627.7865, sufficient to allow title insurers, agents, and agencies to earn a rate of return on their capital that will attract and retain adequate capital investment in the title insurance business and maintain an efficient title insurance delivery system.

(c) Past expenses and prospective expenses for administration and handling of risks.

(d) Liability for defalcation.

(e) Other relevant factors.

(3) Rates may be grouped by classification or schedule and may differ as to class of risk assumed.

(4) Rates may not be excessive, inadequate, or unfairly discriminatory.

(5) The premium applies to each \$100 of insurance issued to an insured.

(6) The premium rates apply throughout this state.

(7) The commission shall, in accordance with the standards provided in subsection (2), review the premium as needed, but not less frequently than once every 3 years, and shall, based upon the review required by this subsection, revise the premium if the results of the review so warrant.

(8) Each title insurance agency and insurer licensed to do business in this state and each insurer's direct or retail business in this state shall maintain and submit information, including revenue, loss, and expense data, as the office determines necessary to assist in the analysis of title insurance premium rates, title search costs, and the condition of the title insurance industry in this state. This information must be transmitted to the office annually by March 31 of the year after the reporting year. The commission shall adopt rules regarding the collection and analysis of the data from the title insurance industry.

**FLORIDA TITLE INSURANCE AGENCY OR UNDERWRITER DIRECT RETAIL OFFICE  
DATA CALL  
FOR THE CALENDAR YEAR ENDED DECEMBER 31, \_\_\_\_\_**

**Certification**

I hereby certify that:

- a. The information contained in attached OIR form OIR-EO-2087 data submittal has been completed in accord with the instructions for such form;
- b. That the information contained in such data submittal and in any exhibits, schedules and explanations thereto, is to the best of my knowledge and belief, for the year being submitted, true and correct or a reasonable good-faith estimate or allocation made in accordance with the instructions to the data submittal form;
- c. That my electronic signature below shall have the same legal effect as if made under oath; and
- d. That I am an officer or director of the filing entity empowered to execute this report and that my name and title appears below.

I am aware that false information submitted in this data submittal may be prosecuted criminally and subject the filing entity to sanction.

**Type Name of Individual Signing Here**

Type Name of Individual Signing Here

**Title**

Title

This signature must be that of the individual "signing" this document electronically or be made with the full knowledge and permission of the individual, otherwise it constitutes forgery under s. 831.06 , F.S.

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
	<b>General Information</b>		<p>For reporting periods prior to January 1, 2014, the reporting entity shall complete those portions of the forms for which information is readily available, or for which information can be reasonably estimated, from accounting records, computerized closing systems, and tax returns.</p> <p>For such periods, the reporting entity shall, at a minimum, report the following lines, which correspond with items on IRS form 1120:</p> <p>1. Lines 1--29 (entity information, underwriters, and employee count);  2. Line 45 (investment income);  3. Line 49 (gross revenue);  4. Line 50 (employee compensation without sub-parts a) and b));  5. Line 52 (dividends);  6. Line 56 (employee benefits);  7. Line 57 (rent and occupancy);  8. Line 58 (real estate depreciation);  9. Line 65 (other depreciation);  10. Line 71 (marketing/advertising); and  11. Line 82 (total expenses).</p>		<p>A multi-state agent or agency is one that has an office in Florida and another office in at least one other state. A Florida agent that arranges insurance for property outside of Florida is not a multi-state agent.</p> <p>Non-resident agents are included here.</p>	<p>The term, retail offices of direct-writing title insurance underwriters, means any retail office physically located in Florida of an underwriter that regularly sells title insurance directly to the insured without using a licensed agency. Retail offices of direct-writing title insurance companies are intended to compete with title insurance agencies in a local geographical area. The term does not include underwriter-affiliated agencies having a separate license, whether or not 100 percent owned by the underwriter. Any title insurance sold directly to an insured by an underwriter that is not sold through a Florida retail office of a direct-writing title insurance underwriter will be reported as directly-written title insurance in the underwriters' data call.</p>
1	Calendar year reporting			Enter the four-digit calendar year for which you are reporting (e.g., reporting in 2012 for 2011, enter 2011)	Enter the four-digit calendar year for which you are reporting (e.g., reporting in 2012 for 2011, enter 2011)	Enter the four-digit calendar year for which you are reporting (e.g., reporting in 2012 for 2011, enter 2011)
2	State reporting for			Enter the two-letter state abbreviation of the state for which you are reporting (multi-state agencies should complete a separate report for each state, as required by other states)	Enter the two-letter state abbreviation of the state for which you are reporting (multi-state agencies should complete a separate report for each state, as required by other states)	Enter the two-letter state abbreviation of the state for which you are reporting (multi-state insurers should complete a separate report for each state, as required by other states)
3	Agent/Agency/Firm Name			Insert Firm name or individual agent's name	Insert Firm name or individual agent's name	Insert Firm Name
4	a) d/b/a (if applicable)			If applicable, provide d/b/a name for agency	If applicable, provide d/b/a name for agency	N/A
5	Federal tax ID (for Underwriter Direct Operations: use NAIC Company Code)			Enter Federal Tax ID (or SSN for individual)	Enter Federal Tax ID (or SSN for individual)	Enter reporting entity's NAIC Company Code
6	Parent Company EIN (if applicable) (for Underwriter Direct Operations: use NAIC Group Code)			If agency revenue is reported for taxes through a parent or other affiliate, enter such organization's EIN; otherwise indicate "N/A)	If agency revenue is reported for taxes through a parent or other affiliate, enter such organization's EIN; otherwise indicate "N/A)	Enter reporting entity's NAIC Group Code

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
7	Agency License number (for Florida)			Enter agency's license number in Florida (if applicable)	Enter agency's license number in Florida (if applicable)	Enter underwriter's license number in Florida
8	Address (line 1)			Enter the complete address for the agency's main office.	Enter the complete address for the agency's main office in Florida. If agency does not maintain an office in Florida, enter the firm's main office address.	Enter the complete address for the direct operation's main office in Florida. If the direct operation does not maintain an office in Florida, enter the operation's main office address.
9	Address (line 2)					
10	City					
11	State					
12	Zip					
13	Contact person			Enter First, Middle Initial and Last name of person responsible for completing this report	Enter First, Middle Initial and Last name of person responsible for completing this report	Enter First, Middle Initial and Last name of person responsible for completing this report
14	Contact phone			Enter Phone number of person responsible for completing this report	Enter Phone number of person responsible for completing this report	Enter Phone number of person responsible for completing this report
15	Contact e-mail			Enter E-mail address of person responsible for completing this report	Enter E-mail address of person responsible for completing this report	Enter E-mail address of person responsible for completing this report
	<b>Agency Information</b>					
16	Independent		Not affiliated with an underwriter or part of an Affiliated Business Arrangement.	Indicate whether the agency or reporting individual is (16) independent (not owned or affiliated with an underwriter) or (17) underwriter affiliated (owned in whole or in part by an underwriter or co-owned in a holding company but not a direct branch operation). Check only one box.	Indicate whether the agency or reporting individual is (16) independent (not owned or affiliated with an underwriter) or (17) underwriter affiliated (owned in whole or in part by an underwriter or co-owned in a holding company but not a direct branch operation). Check only one box.	Check only box 18.
17	Underwriter Affiliated (owned in whole or in part by underwriter)		A licensed agency owned in whole or in part by an underwriter.			
18	Retail Office of Direct Writing Underwriters		An office of an underwriter where all producers are direct employees of the underwriter.			

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
19	Affiliated Business Arrangement (Agency is affiliated with any real estate industry company or person who is in a position to refer title insurance business to an agency (a referrer), such as a real estate brokerage, a bank, a developer, or a mortgage company.)  If Yes, List affiliated business names on Schedule A		NOTE: Affiliated business arrangements may exist as arrangements in which the reporting agency: 1. has an ownership interest in a referrer; 2. a referrer that has an ownership interest in the agency; or 3. a holding or parent company maintains control over the agency and one or more referrers.	If agency is an affiliated business arrangement (common ownership with real estate brokerage, mortgage brokerage, or other referrer) enter "Y" and provide affiliated business names on Schedule A. Otherwise enter "N".	If agency is an affiliated business arrangement (common ownership with real estate brokerage, mortgage brokerage, or other referrer) enter "Y" and provide affiliated business names on Schedule A. Otherwise enter "N".	If the underwriter is an affiliated business arrangement (common ownership with real estate brokerage, mortgage brokerage, or other referrer) enter "Y" and provide affiliated business names on Schedule A. Otherwise enter "N".
20	Agency/Branch Type:			Select whether the reporting entity/person provides title insurance and closing services, or title insurance products but does not perform closings	Select whether the reporting entity/person provides title insurance and closing services, or title insurance products but does not perform closings	Select whether the reporting entity/person provides title insurance and closing services, or title insurance products but does not perform closings
21	State of domicile of Reporting Entity			Enter the State of domicile or residence ('home' state) for the reporting entity or individual (use Standard State Abbreviation)	Enter the State of domicile or residence ('home' state) for the reporting entity (use Standard State Abbreviation)	Enter the State of domicile or residence ('home' state) for the reporting entity (use Standard State Abbreviation)
22	Number of states in which Reporting Entity operates (list all states on Schedule A)			Do not report a number for closings on locations in other states that are effectuated in Florida. Only report a number if an office is physically located in another state.	Number of states in which Reporting Entity conducts title/closing business (list all states on Schedule A)	Number of states in which Reporting Entity conducts title/closing business (list all states on Schedule A)
23	How long has agency been performing business in Florida			Check the appropriate time for range of years agency has been performing the business of title insurance in Florida.	Check the appropriate time for range of years agency has been performing the business of title insurance in Florida.	Check the appropriate time for range of years agency has been performing the business of title insurance in Florida.
	0-5 Years					
	5-10 Years					
	10-15 Years					
	Over 15 Years					
24	Percentage of business in Florida (by gross premium)		Include all title insurance-related business, including searches for title insurance and closings. Do not include non-title insurance-related business, such as title reports and closings for which no title insurance policy is intended too be issued.	N/A - Agencies which operate only in Florida should enter 100%	Enter the portion of title insurance business written in Florida by dividing the gross premiums written in Florida (for all underwriters) by total gross premiums written (for all underwriters) in all states, expressed as a percentage.	Enter the portion of title insurance business written in Florida by dividing the amount shown for Florida in Column 3 on Schedule T of the underwriter's Annual Statement for the reporting year by the amount shown on part 1b, line 1.1, column 1 on the Operations and Investment Exhibit of the underwriter's Annual Statement for the reporting year, expressed as a percentage.

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
25	Number of underwriter appointments, contracts, or agreements. (List underwriters in Schedule A)			Enter the Number of underwriter appointments, contracts, or agreements the reporting entity or person has with underwriters in Florida. On Schedule A, list all underwriters included in this number.	Enter the Number of underwriter appointments, contracts, or agreements the reporting entity or person has with underwriters in Florida. On Schedule A, list all underwriters included in this number.	N/A
26	No. of employees (total FTE - as of last day of reporting period)		NOTE: FTE (Full Time Equivalent) numbers may contain decimals if agent has part-time and/or unallocated employees (unallocated employees are ones who perform services for more than one state or who perform some services for other-than-title-insurance-related products, such as Human Resources or General Accounting). Leased employees are to be considered as regular employees.	Enter number of employees (by FTE, or Full Time Equivalent) as of the last day of the reporting period indicated.	Enter number of allocated employees (by FTE, or Full Time Equivalent) located in Florida as of the last day of the reporting period indicated. Do not include unallocated FTE.	Enter number of allocated employees (by FTE, or Full Time Equivalent) located in Florida as of the last day of the reporting period indicated. Do not include unallocated FTE
	a) No. of FTE on March 31 (end of Q1)					
	b) No. of FTE on June 30 (end of Q2)					
	c) No. of FTE on September 30 (end of Q3)					
	d) No. of unallocated FTE employees as of last date of reporting period (December 31).		NOTE: This line is only for multi-state operations and direct operations who may allocate non-title insurance FTE for certain support services. December 31 data for single state agents will be captured at the beginning of the following year.	N/A	Enter number of unallocated FTE as of December 31 in the reporting period. Determine the unallocated FTE in Florida by multiplying the total amount of unallocated FTE in all states by the percentage of business performed in Florida (Line 24).	Enter number of unallocated FTE as of December 31 in the reporting period. Determine the unallocated FTE in Florida by multiplying the total amount of unallocated FTE in all states by the percentage of business performed in Florida (Line 24).
27	No. of Licensed employees		Show the number of employees hold active Florida title insurance agent licenses. NOTE: FTE (Full Time Equivalent) numbers may contain decimals if agent has part-time and/or unallocated employees (employees who perform services for more than one state or perform services other than title insurance-related services). Leased employees are to be considered as regular employees.	Enter number of licensed employees (by FTE, or Full Time Equivalent) as of the last day of the reporting period indicated	Enter number of licensed allocated employees (by FTE, or Full Time Equivalent) located in Florida as of the last day of the reporting period indicated. Do not include unallocated FTE.	Enter number of licensed allocated employees (by FTE, or Full Time Equivalent) located in Florida as of the last day of the reporting period indicated. Do not include unallocated FTE.
	a) No. of licensed FTE on March 31 (end of Q1)					

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
	b) No. of licensed FTE on June 30 (end of Q2)					
	c) No. of licensed FTE on September 30 (end of Q3)					
28	No. of licensed unallocated FTE as of last day of reporting period (December 31).		NOTE: This line is only for multi-state operations and direct operations, who may allocate non-title insurance FTE for certain support services.	N/A	Enter number of unallocated FTE as of December 31 in the reporting period. Determine the unallocated FTE in Florida by multiplying the total amount of unallocated FTE in all states by the percentage of business performed in Florida (Line 24).	Enter number of unallocated FTE as of December 31 in the reporting period. Determine the unallocated FTE in Florida by multiplying the total amount of unallocated FTE in all states by the percentage of business performed in Florida (Line 24).
29	List licensed employees (both allocated and unallocated employees) accounted for in Lines 27(a), (b), (c), and 28 on Schedule A. Include the license number for each employee listed.			List licensed employees accounted for in Lines 27(a), (b), (c), and 28 on Schedule A	List licensed employees (both allocated and unallocated employees) accounted for in Lines 27(a), (b), (c), and 28 on Schedule A	List licensed employees (both allocated and unallocated employees) accounted for in Lines 27(a), (b), (c), and 28 on Schedule A
	<b>Risk Assumption</b>					
30	Title Orders Opened During Reporting Period			Enter total number of title insurance orders for title commitments/policies opened in reporting period.	Enter total number of title insurance orders for title commitments/policies opened in reporting period for Florida	Enter total number of title insurance orders for title commitments/policies opened in reporting period for Florida
31	Completed Title Transaction in Which Policy Was Issued or Intended to Be Issued			Enter total number of orders completed in reporting period, including orders for which no policy was issued but for which a policy was originally intended to be issued.	Enter total number of orders completed in reporting period for Florida, including orders for which no policy was issued but for which a policy was originally intended to be issued.	Enter total number of orders completed in reporting period for Florida, including orders for which no policy was issued but for which a policy was originally intended to be issued.
32	Total number of policies issued in reporting period		For total number of policies, include simultaneously issued lender's and owner's policies as a single policy. For example, if a transaction consisted of both an owners and a lenders policy, these should be counted as one policy. Likewise, refinance orders with two policies should be counted as one policy.	Enter total number of title insurance policies issued in reporting period. All policies insuring title to real property must also be classified as either residential or non-residential below.	Enter total number of title insurance policies issued in reporting period for Florida. All policies insuring title to real property must also be classified as either residential or non-residential below.	Enter total number of title insurance policies issued in reporting period for Florida. All policies insuring title to real property must also be classified as either residential or non-residential below.

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
	a) Residential Policies			From line 32, enter number of policies that were classified as residential. "Residential policies" mean title insurance policies that insure the title to real property having a house, individual condominium unit, mobile home permanently affixed to real estate, or other dwelling unit intended principally for the occupancy of from one to four (1-4) families, but does not include multi-family structures intended for the use of 5+ families, undeveloped lots, or real estate intended principally for business, commercial, industrial, religious, educational, or agricultural purposes even if some portion of the real estate is used for residential purposes.	From line 32, enter number of policies that were classified as residential. "Residential policies" mean title insurance policies that insure the title to real property having a house, individual condominium unit, mobile home permanently affixed to real estate, or other dwelling unit intended principally for the occupancy of from one to four (1-4) families, but does not include multi-family structures intended for the use of 5+ families, undeveloped lots, or real estate intended principally for business, commercial, industrial, religious, educational or agricultural purposes even if some portion of the real estate is used for residential purposes.	From line 32, enter number of policies that were classified as residential. "Residential policies" mean title insurance policies that insure the title to real property having a house, individual condominium unit, mobile home permanently affixed to real estate, or other dwelling unit intended principally for the occupancy of from one to four (1-4) families, but does not include multi-family structures intended for the use of 5+ families, undeveloped lots, or real estate intended principally for business, commercial, industrial, religious, educational or agricultural purposes even if some portion of the real estate is used for residential purposes.
	b) Non-residential Policies			From line 32, enter number of policies that were classified as non-residential. Non-Residential policies means title insurance policies on properties that are NOT "residential policies" as described in line 32a above.	From line 32, enter number of policies that were classified as non-residential. Non-Residential policies means title insurance policies on properties that are NOT "residential policies" as described in line 32a above.	From line 32, enter number of policies that were classified as non-residential. Non-Residential policies means title insurance policies on properties that are NOT "residential policies" as described in line 32a above.
33	a) Number of searches billed to 3rd parties		A search is any search report prepared specifically for the purpose of producing a commitment for the issuance of a title insurance policy. Do not include searches performed for abstracts, property profiles, guarantees, or other products that are not specifically intended for title insurance policies.	Enter the number of searches performed for parties other than reporting entity or individual (e.g., searches performed for another title entity) during the reporting period on properties in Florida	Enter the number of searches performed for parties other than reporting entity or individual (e.g., searches performed for another title entity) during the reporting period on properties in Florida	Enter the number of searches performed for parties other than reporting entity or individual (e.g., searches performed for another title entity) during the reporting period on properties in Florida
	b) Number of searches purchased from 3rd parties		A search is any search report prepared specifically for the purpose of producing a commitment for the issuance of a title insurance policy. A search does not include title examination. Do not include searches performed for abstracts, property profiles, guarantees, or other products that are not specifically intended for title insurance policies.	Enter the number of searches purchased by the reporting entity or individual from another title entity during the reporting period for the purpose of the issuance of a title insurance policy in Florida. List the entity from which the searches are purchased in Schedule A.	Enter the number of searches purchased by the reporting entity or individual from another title entity during the reporting period for the purpose of the issuance of a title insurance policy in Florida. List the entity from which the searches are purchased in Schedule A.	Enter the number of searches purchased by the reporting entity or individual from another title entity during the reporting period for the purpose of the issuance of a title insurance policy in Florida. List the entity from which the searches are purchased in Schedule A.

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
34	a) Number of searches acquired from an underwriter or third party vendor which included suggested or draft exceptions and/or requirements to be considered for inclusion in the commitment		This category includes all partially examined products or pro-forma commitments by whatever name. The category includes any search purchased from an underwriter which is more comprehensive than a listing of instruments and copies of those instruments.			
	b) Number of searches acquired from an underwriter which did NOT include suggested or draft exceptions and/or requirements.		This category includes all other searches purchased from an underwriter that are not included in category 34 a).			
	c) Number of searches acquired from a third party vendor that is not working primarily for the agency.		If the third party vendor derives 67% or more of its revenue from the agency, it is working primarily for the agency.			
	d) Number of searches conducted by an employee or independent contractor working primarily for the agency.		If the independent contractor derives 67% or more of its revenue from the agency, it is working primarily for the agency.			
35	Number of non-title-insurance products produced		A "non-title- insurance title product" is any product produced by the reporting entity which is intended for some use other than a title insurance commitment or policy. Examples of a non-insurance product are: Ownership and Encumbrance reports (O&Es), property profiles, abstracts, opinions, guarantees, etc. Do not include any items counted on Lines 32 a) or b).	Enter the number of non-insurance title products produced by reporting entity during the reporting period on properties in Florida.	Enter the number of non-insurance title products produced by reporting entity during the reporting period on properties in Florida.	Enter the number of non-insurance title products produced by reporting entity during the reporting period on properties in Florida.
36	Total number transactions in which a policy was intended to be issued but was not issued for any reason.		A transaction is when an agent intends to act as a settlement agent and issue a policy, begins performing the work, but the deal is not completed for any reason. A transaction begins with the initial order and includes any work done up to and through an uncompleted closing .	Enter total number of transactions conducted during the reporting period in Florida in which a policy was intended to be issued but was not issued for any reason.	Enter total number of transactions conducted during the reporting period in Florida in which a policy was intended to be issued but was not issued for any reason.	Enter total number of transactions conducted during the reporting period in Florida in which a policy was intended to be issued but was not issued for any reason.
37	Number of Residential and Non-residential policies that were not sale/purchase closing transactions		From Line 32, enter the number of non-sale/purchase closing transactions conducted during the reporting period. These include refinancings, junior loans, and leasehold transactions. Simultaneously issued policies should not be counted here.	From Line 32, enter the number of non-sale/purchase closing transactions conducted during the reporting period in Florida	From Line 32, enter the number of non-sale/purchase closing transactions conducted during the reporting period in Florida	From Line 32, enter the number of non-sale/purchase closing transactions conducted during the reporting period in Florida

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
	a) Number of Residential policies that were not sale/purchase closing transactions but were Refinance Transactions					
	b) Number of Residential policies that were not sale/purchase closing transactions but were Junior Loan Transactions					
	c) Number of Residential policies that were not sale/purchase closing transactions but were Leasehold Transactions					
	d) Number of Non-residential policies that were not sale/purchase closing transactions					
38.	Total closing transactions completed		A closing transaction completed is when an agent is acting as a settlement agent throughout the closing process.	Enter total number of closing transactions completed during the reporting period.	Enter total number of closing transactions completed during the reporting period.	Enter total number of closing transactions completed during the reporting period.
	<b>Income</b>					
39	Premium written		Enter Total Gross Direct Premium from the transaction report in Schedule C. Gross premium is the total policy premium before remittance to the underwriter	Enter total amount of gross title insurance premium written in the reporting period for all underwriters.	Enter total amount of gross title insurance premium written in the reporting period for all underwriters in Florida	Enter total amount of gross title insurance premium written in the reporting year in Florida. This amount is also shown on the underwriters Annual Statement for the reporting year, Schedule T, Column 3 for Florida.
40	Premium remitted		NOTE: Only include premiums actually remitted during the reporting period. If premiums have been collected but not yet remitted, they should be reported on the next annual report.	Amount of premium remitted to all underwriters during the reporting period for Florida - should be entered as a negative number (e.g. -\$8,432.00)	Amount of premium remitted to all underwriters during the reporting period for Florida - should be entered as a negative number (e.g. -\$8,432.00)	N/A
41	Closing services income		Enter closing service fees income only for which the reporting entity actually issued or intended to issue a policy. 627.7711(1)(a) "Closing services" means services performed by a licensed title insurer, title insurance agent or agency, or attorney agent in the agent's or agency's capacity as such, including, but not limited to, preparing documents necessary to close the transaction, conducting the closing, or handling the disbursing of funds related to the closing in a real estate closing transaction in which a title insurance commitment or policy is to be issued.	Amount of closing services income during the reporting period.	Amount of closing services income during the reporting period in Florida.	Amount of closing services income during the reporting period in Florida.

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
42	Title Search Income		S. 627.7711(4) "Title search" means the compiling of title information from official or public records. This category is intended to capture the separate search fee for title policies issued or intended to be issued by the agency. It does not included an examination of the records found in the search. It dose not included O&E Reports or non-title-insurance-related searches.	Amount of title search income during the reporting period.	Amount of title search income during the reporting period.	Amount of title search income during the reporting period.
43	Abstract/search income received from third parties		Enter abstract/search income only for which the reporting entity did not actually issued or intended to issue a policy.	Amounts charged a 3rd party for search services should be included here.	Amounts charged a 3rd party for search services should be included here.	Amounts charged a 3rd party for search services should be included here.
44	Income from cancelled orders (Enter 0 if none)		If applicable, income for cancelled orders should include cancelled title insurance orders.	Enter income received from cancelled orders (i.e. cancellation fees, charges for services already performed, etc.) during the reporting period. (and not included on lines 35 or 37)	Enter income received from cancelled orders (i.e. cancellation fees, charges for services already performed, etc.) during the reporting period. (and not included on lines 35 or 37)	Enter income received from cancelled orders (i.e. cancellation fees, charges for services already performed, etc.) during the reporting period. (and not included on lines 35 or 37)
45	Investment income			Enter investment income during the reporting period.	Enter investment income during the reporting period. Include all investment income identifiable solely to Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24).	Enter investment income during the reporting period. This amount should equal that proportion of the amount shown on NAIC AS Form "Operations & Investment Exhibit - Statement of Income" - Line 9 equal to the proportion that premiums for Florida bear to the premiums from all states, and computed by dividing the amount shown for Florida in Column 3 on Schedule T of the underwriter's Annual Statement by the amount shown on part 1b, line 1.1, column 1 on the Operations and Investment Exhibit of the underwriter's Annual Statement.
46	Income from non-title insurance products produced		Enter income from such non-title insurance products as O&E reports not more specifically reported elsewhere on this report.	Enter income from such non-title insurance products as O&E reports not more specifically reported elsewhere on this report.	Enter income from such non-title insurance products as O&E reports not more specifically reported elsewhere on this report and produced in Florida.	Enter income from such non-title insurance products as O&E reports not more specifically reported elsewhere on this report and produced in Florida.
47	All other income		Enter all other income not reported above.	Enter all other income not reported above.	Enter all other income not reported above during the reporting period. Include all other income identifiable solely to Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24).	All other income not reported above. Add lines 41, 42, 43, 44, 45, 46, 47, and 48. Then subtract this amount from the amount shown for Florida in Column 6 on Schedule T of the underwriter's Annual Statement for the reporting year.

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
48	Rebate Amounts		Enter total rebate amounts from Transaction Schedule in Schedule C as a negative number.	Enter total rebate amounts from Transaction Schedule in Schedule C	Enter total rebate amounts from Transaction Schedule in Schedule C for rebates on premium in Florida.	Enter total rebate amounts from Transaction Schedule in Schedule C for rebates on premium in Florida.
49	Total income (automatically totals)			This line will automatically total lines 39 through 49.	This line will automatically total lines 39 through 49.	This line will automatically total lines 39 through 49.
	<b>Expenses</b>					
50	Employee compensation		This category includes the gross amount of compensation paid to the employee, <i>without adjustment for amounts withheld</i> from the employee's portion for taxes, social security, Medicare, insurance, pensions, and 401(k) contributions, and the like.  Do not including leased employee expense.			
	a) Employees other than Owners & Partners		For these purposes, Owners and Partners do not include any person owning, directly or indirectly, less than 5% of a publicly traded reporting entity	Enter the amounts paid for employee compensation otherwise reported for all W-2 employees during the reporting period. "Employee compensation" includes salaries, bonus, commissions, overtime, pay while on leave, dismissal allowance and other similar items paid to employees.	Enter the amounts paid for employee compensation otherwise reported for all W-2 employees during the reporting period in Florida. "Employee compensation" includes salaries, bonus, commissions, overtime, pay while on leave, dismissal allowance and other similar items paid to employees. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter the amounts paid for employee compensation otherwise reported for all W-2 employees during the reporting period in Florida. "Employee compensation" includes salaries, bonus, commissions, overtime, pay while on leave, dismissal allowance and other similar items paid to employees. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
	b) Owners		For these purposes, Owners and Partners do not include any person owning, directly or indirectly, less than 5% of a publicly traded reporting entity	Enter the same information for owners who are paid as W-2 employees.	Enter the same information for owners who are paid as W-2 employees.	Enter the same information for owners who are paid as W-2 employees.

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters *
51	Contract labor (1099 and non-1099)		Not including leased employee expense	Enter amounts paid to 1099 and non-1099 contractors during the reporting period.	Enter amounts paid to 1099 and non-1099 contractors during the reporting period in Florida. For unallocated contract labor, (if applicable) determine the contract labor in Florida by multiplying the total amount of unallocated contract labor expense for all states by the percentage of business performed in Florida (Line 24). Add this number to the allocated contract labor and report on the appropriate lines.	Enter amounts paid to 1099 and non-1099 contractors during the reporting period in Florida. For unallocated contract labor, (if applicable) determine the contract labor in Florida by multiplying the total amount of unallocated contract labor expense for all states by the percentage of business performed in Florida (Line 24). Add this number to the allocated contract labor and report on the appropriate lines.
	a) Contract labor (1099 and non-1099) amounts paid to contractors who are in any way connected with owners or investors in the agency.		This category includes marketing contracts, any management contract or any other contract with a person or entity connected with an owner or investor in the agency.			
	b) Contract labor (1099 and non-1099) who are not in any way connected with owners or investors in the agency.					
52	Dividends paid to investors					
53	Employee Leasing Expense		Although leased employees are counted as regular employees in the employee-count section above, show employee leasing expense separate from regular employee compensation in Line 50.	Total amount paid to third party employee leasing companies, including insurance premiums and other benefits, during the reporting period	Total amount paid to third party employee leasing companies, including insurance premiums and other benefits, during the reporting period in Florida	Total amount paid to third party employee leasing companies, including insurance premiums and other benefits, during the reporting period in Florida
54	Payroll taxes		This category includes the employer's share of social security, unemployment, Medicare, and state taxes. Do not include payroll taxes paid through employee leasing companies in line 54 or any other amount withheld from the employee's portion of the pay.	Enter amounts incurred for Payroll taxes during the reporting period for employees in Florida.	Enter amounts incurred for Payroll taxes during the reporting period for employees in Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24). For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter amounts incurred for Payroll taxes during the reporting period for employees in Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24). For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
55	Employee Benefits		Employee benefits do not include bonuses, which are included above as employee compensation, nor amounts paid through an employee leasing company reflected in line 53.			
	a) Employees other than Owners		For these purposes, Owners and Partners do not include any person owning, directly or indirectly, less than 5% of a publicly traded reporting entity	Enter amounts incurred for employee benefits in the reporting period, not otherwise reported on line 50, for all W-2 employees other than owners and partners in Florida.	Enter amounts incurred for employee benefits in the reporting period, not otherwise reported on line 50, for all W-2 employees other than owners and partners in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter amounts incurred for employee benefits in the reporting period, not otherwise reported on line 50, for all W-2 employees other than owners and partners in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
	b) Owners		For these purposes, Owners and Partners do not include any person owning, directly or indirectly, less than 5% of a publicly traded reporting entity	Enter amounts incurred for employee benefits in the reporting period, not otherwise reported on line 50, for all W-2 employees who are owners and partners in Florida.	Enter amounts incurred for employee benefits in the reporting period, not otherwise reported on line 50, for all W-2 employees who are owners and partners in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter amounts incurred for employee benefits in the reporting period, not otherwise reported on line 50 for all W-2 employees who are owners and partners in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
56	Aggregate Directors' Fees		Include separate fees paid to corporate directors beyond normal compensation paid to them as officers or employees of the agency. Do not include travel expenses, which should be included under Travel and Lodging Expenses.	Enter fees paid to corporate directors during the reporting period. Do not include travel expenses, which should be included under Travel and Lodging Expenses.	Enter fees paid to corporate directors during the reporting period pro-rated for Florida based on the percentage of premium written in Florida (Line 24). Do not include travel expenses, which should be included under Travel and Lodging Expenses.	Enter fees paid to corporate directors during the reporting period pro-rated for Florida based on the percentage of premium written in Florida (Line 24). Do not include travel expenses, which should be included under Travel and Lodging Expenses.
57	Rent, utilities, and repair; occupancy cost, including mortgage interest and real estate taxes.		Enter amounts incurred for Rent, utilities, permanently attached equipment, repairs, and any other occupancy cost, including mortgage interest and real estate taxes during the reporting period in Florida.	Enter amounts incurred for Rent, utilities, permanently attached equipment, repairs, and any other occupancy cost, including mortgage interest and real estate taxes during the reporting period in Florida.	Enter amounts incurred for Rent, utilities, Permanently attached equipment, repairs, and occupancy cost, including mortgage interest and real estate taxes during the reporting period in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter amounts incurred for Rent, utilities, permanently attached equipment, repairs, and occupancy cost, including mortgage interest and real estate taxes during the reporting period in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
58	Real estate depreciation		Although accounting rules give some flexibility as to the methodology and timing used for depreciation of real property, for these purposes depreciation expense should be based on what is claimed on the reporting entity's federal tax return.	Enter the amount of total real estate depreciation taken on real property during the reporting period.	Enter the amount of total real estate depreciation taken on real property during the reporting period. For unallocated depreciation (if applicable) determine such depreciation in Florida by multiplying the total amount of such unallocated depreciation for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated depreciation and report on the appropriate lines	Enter the amount of total real estate depreciation taken on real property during the reporting period. For unallocated depreciation, (if applicable) determine such depreciation in Florida by multiplying the total amount of such unallocated depreciation for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated depreciation and report on the appropriate lines
59	Non-mortgage interest expense		Enter any interest paid other than mortgage interest on real property. Also, do not include interest paid with respect to delays or errors in payoffs or resulting from transactions in which the reporting entity was acting as a settlement agent. Such interest is to be reported in the appropriate categories in lines 83-88.	Enter any interest paid during the reporting period other than mortgage interest on real property	Enter any interest paid during the reporting period other than mortgage interest on real property in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter any interest paid during the reporting period other than mortgage interest on real property in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
60	Title plant maintenance/access expenses		This category applies to non-labor costs of maintaining a title plant or to fees paid to access a title plan belonging to another.	Enter amounts incurred for title plant maintenance or access fees during the reporting period in Florida.	Enter amounts incurred for title plant maintenance or access fees during the reporting period in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter amounts incurred for title plant maintenance or access fees during the reporting period in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
61	a) Abstract/search expenditures with third parties		This category applies when the agency is buying a search from any third party, but only when the search <i>does not</i> include suggested or draft exceptions and/or requirements to be considered for inclusion in the commitment. This category is to reflect the cost of those searches identified in line 34(b).	Abstract/search fees paid to other entities, including courthouse fees and MERS access fees, during the reporting period.	Abstract/search fees incurred to other entities, including courthouse fees and MERS access fees, during the reporting period. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Abstract/search fees incurred to other entities, including courthouse fees and MERS access fees, during the reporting period. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
	b) Examined search products		This category applies when the agency is buying a search from any third party, but only when the search <i>does</i> include suggested or draft exceptions and/or requirements to be considered for inclusion in the commitment. This category is to reflect the cost of those searches identified in line 34(a).	Abstract/search fees paid to other entities or persons, including courthouse fees and MERS access fees, during the reporting period.	Abstract/search fees incurred to other entities or persons, including courthouse fees and MERS access fees, during the reporting period. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Abstract/search fees incurred to other entities or persons, including courthouse fees and MERS access fees, during the reporting period. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
62	Title examination expenditures with third parties		This category applies to purchases of stand-alone examinations from third parties.	Title examination fees paid to other entities or persons during the reporting period.	Title examination fees incurred to other entities or persons during the reporting period. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Title examination fees incurred to other entities or persons during the reporting period. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
63	Expense from non- title insurance products produced		A "non-title- insurance title product" is any product produced by the reporting agent which is intended for some use other than a title insurance commitment or policy. Examples of a non-insurance product are Ownership and Encumbrance reports (O&Es), property profiles, abstracts, opinions, guarantees, etc. Do not include any items counted on Lines 32 a) or b). Do not include payroll expense or any expense reported elsewhere.	Enter expenses incurred during the reporting period incurred in producing non-title insurance products that are not reported elsewhere.	Enter expenses incurred in Florida during the reporting period in producing non-title insurance products that are not reported elsewhere.	Enter expenses incurred in Florida during the reporting period reducing non-title insurance products that are not reported elsewhere.
64	Aggregate Computer/software expenses		Include the names of software vendors used.	Enter amounts incurred for Computer and software expenses during the reporting year in Florida.	Enter amounts incurred for Computer and software expenses during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter amounts incurred for Computer and software expenses during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
65	Non-real estate depreciation			If depreciation is claimed on yearly taxes, enter the amount claimed here (as negative number).	If depreciation is claimed on yearly taxes, enter the amount claimed here (as negative number). For unallocated depreciation, (if applicable) determine such depreciation in Florida by multiplying the total amount of such unallocated depreciation for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated depreciation and report on the appropriate lines	If depreciation is claimed on yearly taxes, enter the amount claimed here (as negative number). For unallocated depreciation, (if applicable) determine such depreciation in Florida by multiplying the total amount of such unallocated depreciation for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated depreciation and report on the appropriate lines
66	Equipment & vehicle lease expense		Limit this amount to actual lease expense incurred during the reporting period	Enter actual expense incurred during the reporting period	Enter actual expense incurred during the reporting period in Florida	Enter actual expense incurred during the reporting period in Florida
67	Business insurance		Enter the amount incurred for business insurance costs during the reporting year in Florida (Note: do not include E&O insurance or fidelity/surety bonds; include those expenses on Lines 91 and 92 below). Do not include health insurance.	Enter the amount incurred for business insurance costs during the reporting year in Florida.	Enter the amount incurred for business insurance costs during the reporting year in Florida (For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter the amount incurred for business insurance costs during the reporting year in Florida (For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
68	Business legal		Enter business legal expenses incurred during the reporting year in Florida (Note: Do not include legal expenses for losses)	Enter business legal expenses incurred during the reporting year in Florida.	Enter business legal expenses incurred during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter business legal expenses incurred during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
69	Accounting, external expenses		Enter external accounting expenses incurred during the reporting year in Florida.	Enter external accounting expenses incurred during the reporting year in Florida.	Enter external accounting, auditing and examination expenses incurred during the reporting year in Florida. For such unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter external accounting, auditing and examination expenses incurred during the reporting year in Florida. For such unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
70	Licenses, taxes, and fees		Enter the amount incurred for licenses, taxes, and other governmental fees incurred during the reporting year in Florida (Note: do not include recording charges or federal income taxes here). This category includes agency and agent appointment fees.	Enter the amount incurred for licenses, taxes, and other governmental fees incurred during the reporting year in Florida.	Enter the amount incurred for licenses, taxes, and other governmental fees incurred during the reporting year in Florida. For such unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter the amount incurred for licenses, taxes, and other governmental fees incurred during the reporting year in Florida. For such unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
71	Marketing/sales			Enter the amount incurred for marketing, sales, advertising, and promotional expenditures (if not included as employee expenses in lines 50-56) during the reporting year in Florida. Do not include travel and lodging expenses.	Enter the amount incurred for marketing and sales expenditures (if not included as reimbursements in wages) during the reporting year in Florida. Do not include travel and lodging expenses. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter the amount incurred for marketing and sales expenditures (if not included as reimbursements in wages) during the reporting year in Florida. Do not include travel and lodging expenses. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
72	Travel and lodging			Enter the amount incurred for travel and lodging expenses during the reporting year in Florida.	Enter the amount incurred for travel and lodging expenses during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter the amount incurred for travel and lodging expenses during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
	a) For marketing and sales					
	b) For employee and owner education		Include travel and lodging expense for association events in this line			
	c) For all other business purposes					

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
73	Employee and owner education			Enter the amount of education expenses paid during the reporting period for employees and owners located in Florida. Do not include travel and lodging expenses for education.	Enter the amount of education expenses incurred during the reporting year in Florida. Do not include travel and lodging expenses for education. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter the amount of education expenses incurred during the reporting year in Florida. Do not include travel and lodging expenses for education. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
74	Bank charges			Enter the amount of unreimbursed Bank charges paid during the reporting period in Florida.	Enter the amount of unreimbursed Bank charges incurred during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter the amount of unreimbursed Bank charges incurred during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
75	Charge offs and expenses incurred for canceled orders		This category includes charge-offs for accounts receivable and expenses not recovered for canceled orders	Enter accounts receivable charge-offs and other expenses during the reporting period in Florida.	Enter Accounts receivable charge-offs and other expenses during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter Accounts receivable charge-offs and other expenses during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
76	Governmental Fines & Penalties		Enter amounts paid in governmental fines and penalties. These amounts will not be included in total expenses. Amounts paid to lenders with regard to delayed closings packages and the delivery of notes and policies are not to be included in this category.	Enter amounts paid in fines and penalties during the reporting period.	Enter amounts paid in fines and penalties paid in Florida during the reporting period. For unallocated amounts, (if applicable) determine such amounts in Florida by multiplying the total amount of such unallocated amounts for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated amounts and report on the appropriate lines.	Enter amounts paid in fines and penalties paid in Florida during the reporting period. For unallocated amounts, (if applicable) determine such amounts in Florida by multiplying the total amount of such unallocated amounts for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated amounts and report on the appropriate lines.

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
77	Political Donations		Include PAC donations in this line	Enter amounts paid in political donations during the reporting period.	Enter amounts paid in political donations paid in Florida during the reporting period. For unallocated amounts, (if applicable) determine such amounts in Florida by multiplying the total amount of such unallocated amounts for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated amounts and report on the appropriate lines.	Enter amounts paid in political donations paid in Florida during the reporting period. For unallocated amounts, (if applicable) determine such amounts in Florida by multiplying the total amount of such unallocated amounts for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated amounts and report on the appropriate lines.
78	Professional Association fees and contributions			Enter amounts paid in association fees and contributions during the reporting period.	Enter amounts paid in association fees and contributions during the reporting period. For unallocated amounts, (if applicable) determine such amounts in Florida by multiplying the total amount of such unallocated amounts for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated amounts and report on the appropriate lines	Enter amounts paid in association fees and contributions during the reporting period. For unallocated amounts, (if applicable) determine such amounts in Florida by multiplying the total amount of such unallocated amounts for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated amounts and report on the appropriate lines
79	Lobbying Expense		This category includes payments to such organizations as the Bar Association, the Florida Land Title Association, and other trade associations, as well as the costs and expenses involved in participating in their activities.	Enter amounts paid in lobbying expenses during the reporting period.	Enter amounts paid in lobbying expenses during the reporting period. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter amounts paid in lobbying expenses during the reporting period. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
80	File storage expense		Enter total annual expense for storing files when such storage is mandated by Florida Statutes. Do not include such expense if paid for by underwriter.  Do not allocate a portion of amounts otherwise reflected in Lines 57 and 58 for on-site storage.	Enter amounts paid in mandatory file storage expenses during the reporting period.	Enter amounts paid in mandatory file storage expenses during the reporting period. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter amounts paid in mandatory file storage expenses during the reporting period. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
81	Miscellaneous expense			Enter miscellaneous expenses (e.g. office supplies) during the reporting period in Florida.	Enter miscellaneous expenses (e.g. office supplies) during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter miscellaneous expenses (e.g. office supplies) during the reporting year in Florida. For unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
	Other expenses					
82	Total business expenses (automatically totals)			This line will automatically total.	This line will automatically total.	This line will automatically total.
	<b>Direct Agency Loss Expenses</b>					
83	Amounts paid directly by agent for title error losses not reimbursed by underwriter or any other party, and not included in underwriter loss reserves.		<p>NOTE: For lines 83 through 88 do NOT include legal expenses incurred as a result of claim investigation or settlement of reporting entity Title Losses. Enter legal expenses on line 87</p> <p>Title error losses are losses arising out of errors in performing primary title services as defined in 627. 7711 as "determining insurability in accordance with sound underwriting practices based upon evaluation of a reasonable title search or a search of the records of a Uniform Commercial Code filing office and such other information as may be necessary, determination and clearance of underwriting objections and requirements to eliminate risk, preparation and issuance of a title insurance commitment setting forth the requirements to insure, and preparation and issuance of the policy. Such services do not include closing services or title searches, for which a separate charge or separate charges may be made." They may include errors arising out of the recording of deeds and the paying of taxes.</p>	Enter total amount paid by the reporting entity, net of recoupment during the reporting period and in Florida that were not reimbursed by an underwriter or paid from the underwriter's policy loss reserves. Do not include search or closing losses otherwise reported on Lines 85 and 86.	Enter total amount paid by the reporting entity, net of recoupment during the reporting period and in Florida that were not reimbursed by an underwriter or paid from the underwriter's policy loss reserves. Do not include search or closing losses otherwise reported on Lines 85 and 86.	NA

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
84	a) Number of Title Error Loss Files Opened		NOTE: If reporting agency opens a new file for each loss event (a "title loss file"), enter the total number of loss files opened during the reporting period. If agency does not open a new file, enter the total number of loss events received during the reporting period. Include loss events received (or files open) regardless of whether they were sent to an underwriter for resolution	Enter total number of title loss files opened by the reporting entity during the reporting period that will not be reimbursed by the underwriter or paid from the underwriter's policy loss reserves. Do not include search or closing loss files otherwise reported on Lines 84 and 85.	Enter total number of title loss files opened by the reporting entity during the reporting period that will not be reimbursed by the underwriter or paid from the underwriter's policy loss reserves. Do not include search or closing loss files otherwise reported on Lines 84 and 85.	
	b) Number of Title Error Loss Files Paid		Do not report losses from search or closing services on this line.	Enter total number of title error loss files paid by the reporting entity during the reporting period that will not be reimbursed by the underwriter or paid from the underwriter's policy loss reserves. Do not include search or closing loss otherwise reported on Lines 84 and 85.	Enter total number of title error loss files paid by the reporting entity during the reporting period that will not be reimbursed by the underwriter or paid from the underwriter's policy loss reserves. Do not include search or closing loss otherwise reported on Lines 84 and 85.	
	c) Reimbursements paid to underwriter CPL losses		Some title error losses can be title error losses and CPL losses, depending on how the underwriter wishes to classify them. Include here only actual reimbursements for CPL losses designated as such by your underwriters, excepting contract deductibles. Report contract deductibles on Lines 85-87 below.	Enter total amount of reimbursements paid by reporting entity during the reporting period to all underwriters for claims paid, excepting contract deductible, in Florida. Report contract deductibles on Line 8587 below.	Enter total amount of reimbursements paid by reporting entity during the reporting period to all underwriter for claims paid, excepting contract deductible, in Florida. Report contract deductibles on Line 8587 below.	N/A
85	Closing error losses		NOTE: A "closing error loss" is any loss paid resulting from errors in performing closing services, such as fees paid to re-record documents. Closing services are defined in 627.7711 as "services performed by a licensed title insurer, title insurance agent or agency, or attorney agent in the agent's or agency's capacity as such, including, but not limited to, preparing documents necessary to close the transaction, conducting the closing, or handling the disbursing of funds related to the closing in a real estate closing transaction in which a title insurance commitment or policy is to be issued."	Enter total amount of closing losses paid, net of recoupment, during the reporting period for closing transactions in Florida	Enter total amount of closing losses paid, net of recoupment, during the reporting period for closing transactions in Florida	Enter total amount of closing losses paid, net of recoupment, during the reporting period for closing transactions in Florida
	a) Number of Closing Error Losses resulting from escrow shortages		Enter total number (not dollar amount) of closing error files that were short-funded during reporting period in Florida.	Enter total number (not dollar amount) of closing error files that were short-funded during reporting period in Florida.	Enter total number (not dollar amount) of closing/escrow files that were short-funded during reporting period in Florida.	Enter total number (not dollar amount) of closing/escrow files that were short-funded during reporting period in Florida.

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
	b) Total amount of funded shortages, including defalcations by employees but not by principals		Do not include amounts listed on line 84 as Closing Error Losses.	Enter total amount of shortages, net of recoupment, on closing files funded during the reporting period in Florida.	Enter total amount of shortages, net of recoupment, on closing files funded during the reporting period in Florida.	Enter total amount of shortages, net of recoupment, on closing files funded during the reporting period in Florida.
86	Abstract/search losses error losses.		NOTE: An "Abstract/search losses error losses" is any loss paid resulting from errors in performing abstracts or searches, such as missed HOA dues, missed taxes, etc. Title Searches are defined in 627.7711 as "the compiling of title information from official or public records."	Enter total amount of losses paid during the reporting period in Florida resulting from abstracts or searches performed, not otherwise included in Line 82 or 83, not reimbursed by an underwriter or paid from the underwriter's policy loss reserves and not reimbursed from any other party including an E&O insurer.	Enter total amount of losses paid during the reporting period in Florida resulting from abstracts or searches performed, not otherwise included in Line 82 or 83, not reimbursed by an underwriter or paid from the underwriter's policy loss reserves and not reimbursed from any other party.	Enter total amount of losses paid during the reporting period in Florida resulting from abstracts or searches performed, not otherwise included in Line 82 or 83, or paid from the underwriter's policy loss reserves and not reimbursed from any other party.
87	Title, Closing, and Search Error loss-related legal expenses		Enter total amount of loss-related legal expenses paid during the reporting period in Florida, not otherwise included in Line 68, and not reimbursed by an underwriter or paid from the underwriter's policy loss/expense reserves.	Enter total amount of loss-related legal expenses paid during the reporting period in Florida, not otherwise included in Line 68, and not reimbursed by an underwriter or paid from the underwriter's policy loss/expense reserves.	Enter total amount of loss-related legal expenses paid during the reporting period in Florida, not otherwise included in Line 68, and not reimbursed by an underwriter or paid from the underwriter's policy loss/expense reserves.	Enter total amount of loss-related legal expenses paid during the reporting period in Florida, not otherwise included in Line 68 and not paid from the underwriter's policy loss/expense reserves.
88	Deductibles paid			Enter total amount of all underwriter claims-related deductibles paid during the reporting period in Florida.	Enter total amount of all underwriter claims-related deductibles paid during the reporting period in Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24).	N/A
89	Total cost of transactions in which a policy was intended to be issued but was not issued for any reason.		Use the template in Schedule B to aid in developing total costs. These costs are shown for illustrative purposes. They have already been captured in payroll and other expenses.	Enter total cost of transactions in which a policy was intended to be issued but was not issued for any reason.	Enter total cost of transactions in which a policy was intended to be issued in Florida but was not issued for any reason.	Enter total cost of transactions in which a policy was intended to be issued in Florida but was not issued for any reason.
	Other Direct Loss Expenses					
90	Total agency loss expenses (automatically totals)			This line will automatically total.	This line will automatically total.	This line will automatically total.
	<b>Loss Avoidance Expenses</b>					

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
91	E&O insurance premiums			Enter total amount of E&O insurance premiums paid during the reporting period in Florida.	Enter total amount of E&O insurance premiums paid during the reporting period in Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24). For such unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter total amount of E&O insurance premiums paid during the reporting period in Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24). For such unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
92	Fidelity/Surety bond premiums			Enter total amount of Fidelity/Surety Bond premiums paid during the reporting period in Florida.	Enter total amount of Fidelity/Surety Bond premiums paid during the reporting period in Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24). For such unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter total amount of Fidelity/Surety Bond premiums paid during the reporting period in Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24). For such unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
	a) Other Loss Avoidance Expenses			Enter total amount of Other Loss Avoidance Expenses paid during the reporting period in Florida.	Enter total amount of Other Loss Avoidance Expenses paid during the reporting period in Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24). For such unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines	Enter total amount of Other Loss Avoidance Expenses paid during the reporting period in Florida. If the reporting entity does business in more than one state, non-identifiable amounts should be allocated based upon the percentage of reporting state business (Line 24). For such unallocated expenses, (if applicable) determine such expenses in Florida by multiplying the total amount of such unallocated expenses for all states by the percentage of business performed in Florida (Line 24). Add this number to the such allocated expenses and report on the appropriate lines
93	Total Loss Avoidance Expense		Total lines 91, 92 and 92a.			
	Other expenses not included above					

Line #	Line Description	Value	Comments	Single State Agent	Multi-State Agent	Retail Offices of Direct-Writing Underwriters
94	Total expenses (automatically totals)			This line will automatically total.	This line will automatically total.	This line will automatically total.
95	Net income before taxes (automatically totals)			This line will automatically fill from line 50, and subtract line 93, providing net income before taxes.	This line will automatically fill from line 50, and subtract line 93, providing net income before taxes.	This line will automatically fill from line 50, and subtract line 93, providing net income before taxes.
96	Federal income tax incurred			Enter the amount of federal income taxes incurred for reporting period.	Enter the amount of federal income tax incurred for the reporting period in Florida calculated using the effective tax rate from the reporting entities tax return for the reporting year, multiplied by line 24.	Enter the amount of federal income tax incurred for the reporting period in Florida calculated using the effective tax rate from the reporting entities tax return for the reporting year, multiplied by line 24.
97	Net income (automatically totals)			This line will subtract line 96 from line 95, providing net income	This line will subtract line 96 from line 95, providing net income	This line will subtract line 95 from line 94, providing net income
98	Net Worth		Enter net worth from the agency's balance sheet, which is required for the office to comply with s. 627.782, That statute requires the Financial Services Commission to "give due consideration to a reasonable margin for underwriting profit and contingencies, including contingent liability under s. 627.7865, sufficient to allow title insurers, agents, and agencies to earn a rate of return on their capital that will attract and retain adequate capital investment in the title insurance business. ..."	Enter the agency's net worth from the balance sheet.	For agencies with operations in more than one state, allocate net worth to Florida by multiplying the total amount of net worth for all states by the percentage of business performed in Florida (Line 24).	For underwriters with operations in more than one state, allocate net worth to Florida by multiplying the total amount of net worth for all states by the percentage of business performed in Florida (Line 24).

<b>Schedule A</b>
States in which agency operates (list)
List of underwriters in order of total premium written
Percentage of Business by Total Premium Written Per Underwriter Shown
Names of Licensed Employees Shown as Licensed
Florida Title Agent License Number Per Licensed Employee Shown
Names of Entities from which Searches Are Purchased
Address Per Entity from which Searches Are Purchased Shown
Name of Business for Each Affiliate If Reporting Entity Is An Affiliated Business
Address of Business for Each Affiliated Shown
Type of Business for Each Affiliate Shown
List Software Vendor(s) for Primary Closing Software

## Agent Activities to Be Included in Data Call

1. Specify annual hours spent on each item designated by Roman numerals and the unique hourly cost per item. (Alternatively: Estimate percentage of time spent on each item.) The subcategories designated by letters or Arabic numerals are for illustrative purposes only. Their hourly costs or percentages of time spent on those items need not be recorded.

2. When items are done simultaneously, assign 50% of hours to each item (for example, when documents are examined as part of the search).

3. Related non-personnel costs and overhead costs are captured in the main data call section.

<b>I. Search</b>		Defined in 627.7711(1)(d) as the compiling of title information from official or public records.
<b>II. Examination of documents, which includes the following functions:</b>		Evaluating results of a reasonable title search and other information uncovered. (Primary Title Service-627.7711(1)(b))
<b>A. Examining documents uncovered in title search</b>		
<b>B. Isolating possible underwriting objections and requirements found in documents for in depth evaluation</b>		

<b>III. Determination of insurability, which includes the following functions:</b>		Determination of underwriting objections (exceptions) and requirements for commitment, preparing commitment (adding exceptions and requirements to it), and issuing commitment. (Primary Title Service-627.7711(1)(b))
A. Ordering and evaluating survey		
B. Ordering lien and mortgage payoff Inquiries		
C. Uncovering and evaluating liens		
D. Uncovering and evaluating other covenants		
E. Uncovering and evaluating judgments		
F. Uncovering and evaluating legal proceedings in process		
G. Uncovering and evaluating HAO/Condominium assessments		
H. Uncovering and evaluating boundary disputes		
I. Verifying payment of property taxes		
J. Evaluating Vesting deed		
K. Evaluating Easements		

L.	Reviewing Plats/CCRs		
M.	Reviewing complex title issues		
1.	Mineral rights		
2.	Fissionable materials reserved to federal government		
3.	Sovereign rights		
4.	Tribal rights		
5.	Riparian rights		
6.	Probate		
7.	Divorce		
8.	Foreclosure		
9.	Bankruptcy		
10.	Short sales		
11.	Reverse mortgage		
N.	Making decisions as to which exceptions to include in commitment and crafting their wording		

O. Making decisions as to which requirements to include in commitment and crafting their wording		
<b>IV. Curative Efforts, which includes the following functions:</b>		Clearance of underwriting objections and requirements for insuring and issuing policy. (Primary Title Service-627.7711(1)(b))
A. Obtaining releases on liens and mortgage		
B. Curing defective instruments		
C. Clearing physical property issues		
D. Curing estate and family ownership issues		
E. Curing legal description issues		
F. Curing other issues discovered in Section III C above		
G. Preparation and issuance of policy		
1. Verifying proper clearance of underwriting objections		
2. Verifying proper completion of underwriting requirements		

3. Deciding on which exception to include in policy		
4. Deciding on which endorsements to attach to policy		
<b>V. Closing, which includes the following functions:</b>		Closing Services as defined in 627.7711(1)(a)
A. Review and follow lender's closing instructions		
B. Take measures to avoid Closing Protection Letter claims		
C. Review contract/title order for document preparation information		
D. Prepare documents for closing		
E. Conducting the closing		
F. Execution of documents		
G. Escrow matters, including the handling of funds related to the closing		
H. File documents and Completion of Requirements to Perfect Instruments		

		<b>Title Agent Statistical Information Submission: Complete once for 1-4 family residential and once again for all other (commercial).</b>					
	<b>Total Premium (Including Underwriter's Portion)</b>	<b>No. of Transactions</b>	<b>Rebate Amount</b>	<b>Direct Agency Losses Paid</b>	<b>Fraud Losses (Non-CPL) Paid</b>		
<b>First Mortgage Loan Policies</b>							
<b>Policy Limits</b>							
0 - 100,000							
100,001 - 1,000,000							
1,000,001 - 5,000,000							
5,000,001 - 10,000,000							
10,000,001 - Unlimited							
<b>Owners' Policies</b>							
<b>Policy Limits</b>							
0 - 100,000							
100,001 - 1,000,000							
1,000,001 - 5,000,000							
5,000,001 - 10,000,000							
10,000,001 - Unlimited							
<b>Leasehold Policies</b>							

<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 5,000,000						
5,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>2nd Mortgage Policies</b>						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 5,000,000						
5,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>Construction Loan Policies</b>						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 5,000,000						
5,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>Reissue Loan Policies</b>						
<b>Refinance</b>						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 10,000,000						
10,000,001 - Unlimited						

<b>Reissue Loan Policies - Non-Refinance</b>						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>Reissue Owners' Policies</b>						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>Reissue Leasehold Policies</b>						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>Substitution Loan Policies 3 yrs &amp; Less @ 30%</b>						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 5,000,000						
5,000,001 - 10,000,000						
10,000,001 - Unlimited						

<b>Substitution Loan Policies</b> 3 - 4 yrs @ 40 %						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 5,000,000						
5,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>Substitution Loan Policies</b> 4 - 5 yrs @ 50%						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 5,000,000						
5,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>Substitution Loan Policies</b> 5 - 10 yrs @ 60%						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 5,000,000						
5,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>New Home Discount Policies</b>						
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						

1,000,001 - 5,000,000						
5,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>Total Premium, Transactions, Rebates, Direct Agency Losses Paid, and Fraud Losses Paid</b>						
<b>Simultaneous Issue Loan Policies</b>	<b>Direct Premium</b>	<b>No. of Transactions @ \$25 Minimum Premium</b>	<b>No. of Transactions \$26 - \$100 Premium</b>	<b>No. of Transactions \$101 - \$300 Premium</b>	<b>No. of Transactions \$301 - \$500 Premium</b>	<b>No. of Transactions over \$500 Premium</b>
<b>Policy Limits</b>						
0 - 100,000						
100,001 - 1,000,000						
1,000,001 - 5,000,000						
5,000,001 - 10,000,000						
10,000,001 - Unlimited						
<b>Totals</b>						

100-1000

M E M O R A N D U M

**DATE:** August 14, 2013  
**TO:** Kevin M. McCarty, Commissioner, Office of Insurance Regulation  
**THROUGH:** Belinda Miller, General Counsel  
**FROM:** Dennis Threadgill   
Stephen Fredrickson   
**SUBJECT:** Cabinet Agenda for September 24, 2013  
Request for Approval to Publish New Rule  
Rule 69O-186.014  
Title Insurance Statistical Gathering-Title Insurance Underwriters  
Assignment # 137102-13

The Office of Insurance Regulation requests that this proposed new rule be presented to the Cabinet aides on or before September 18, 2013 and to the Financial Services Commission on September 24, 2013, with a request to approve for publication the proposed rules.

Pursuant to Section 627.782, Florida Statutes, title insurance agencies and insurers licensed to do business in this state must maintain and submit certain information to the Office, including revenue, loss, and expense data. This statute authorizes rulemaking to collect and analyze such data from the title insurance industry.

Proposed New Rule 69O-186.014 implements the provisions of Section 627.782, Florida Statutes, by listing the types of information that shall be submitted to the Office by title insurance insurers alone. The proposed new Rule 69O-186.014 adopts a form, entitled "OIR-DO-2115 Title Insurance Experience Reporting-Underwriters". This form will be submitted to the Office electronically by title insurance insurers to comply with the reporting requirements of Section 627.782, Florida Statutes. The statistical data collected will be used for the purpose of analyzing premium rates, retention rates, and the condition of the title insurance industry.

Existing rule 69O-186.013, is being revised concurrently to require the filing of revenue, loss and expense data by Title Agents and Retail Offices of Direct-Writing Title Insurance Underwriters.

Sections 624.308, 624.307(1), 627.782, F.S., provide rulemaking authority and laws implemented for these rules.

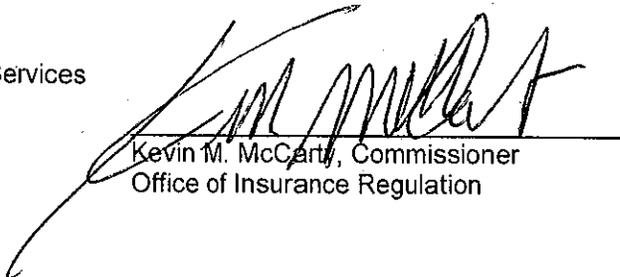
 Jeff Joseph is the attorney handling this rule. Attached are: 1) the proposed rule(s), 2) any incorporated materials, such as forms; and 3) copies of the rulemaking statutory authority and law implemented.

Approved for signature:



Belinda Miller, General Counsel

Approved for submission to Financial Services  
Commission:



Kevin M. McCarthy, Commissioner  
Office of Insurance Regulation

690-186.014 Title Insurance Statistical Gathering-Title Insurance Underwriters.

(1) By the day designated in 627.782(8), F.S. of 2015 and the same day of each year after 2015, title insurance underwriters must electronically submit statistical data to the Office. The submittal shall be accomplished by electronically completing OIR form, OIR-DO-2115, "Title Insurance Experience Reporting – Title Insurance Underwriters"(New 8-13), which is adopted and incorporated herein by reference. This form may be obtained from the Office's web site located at <http://www.floir.com/>.

(2) OIR form OIR-DO-2115, "Title Insurance Experience Reporting – Title Insurance Underwriters"(New 8-13), shall be completed by title insurance underwriters in accordance with the instructions for each submittal year. The initial submittal shall reflect data for the prior five years ending December 31, 2014. For each year after 2014, the submittal shall, in addition to the data for the current year, include an affidavit re-certifying the accuracy and completeness of the prior four years' data. If significant changes have been discovered in the data submitted in any of the four prior years, a corrected submittal shall be made for that year. Pursuant to s. 627.782, F.S., the statistical data is collected for the purposes of analyzing premium rates, retention rates, and the condition of the title insurance industry.

(3) OIR form OIR-DO-2115, "Title Insurance Experience Reporting – Title Insurance Underwriters"(New 8-13), shall be submitted electronically. All submittals shall be submitted to the Office at <https://iportal.fldfs.com>, the industry portal to the Office's I-File System, as a data filing. A filing shall be considered received by the Office when its arrival in the Office is shown electronically to be on business days between the hours of

8:00 a.m. and 5:00 p.m. eastern standard time. Filings received after 5:00 p.m. shall be considered to be received the next business day.

*Rulemaking Authority 624.308, 627.782 FS. Law Implemented 624.307(1), 627.782 FS.*

*History—New, \_\_\_\_\_.*

624.308 Rules.—

- (1) The department and the commission may each adopt rules pursuant to ss. 120.536(1) and 120.54 to implement provisions of law conferring duties upon the department or the commission, respectively.
- (2) In addition to any other penalty provided, willful violation of any such rule shall subject the violator to such suspension or revocation of certificate of authority or license as may be applicable under this code as for violation of the provision as to which such rule relates.

624.307 General powers; duties.—

- (1) The department and office shall enforce the provisions of this code and shall execute the duties imposed upon them by this code, within the respective jurisdiction of each, as provided by law.

627.782 Adoption of rates.—

- (1) Subject to the rating provisions of this code, the commission must adopt a rule specifying the premium to be charged in this state by title insurers for the respective types of title insurance contracts and, for policies issued through agents or agencies, the percentage of such premium required to be retained by the title insurer which shall not be less than 30 percent. However, in a transaction subject to the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. ss. 2601 et seq., as amended, no portion of the premium attributable to providing a primary title service shall be paid to or retained by any person who does not actually perform or is not liable for the performance of such service.
- (2) In adopting premium rates, the commission must give due consideration to the following:
  - (a) The title insurers' loss experience and prospective loss experience under closing protection letters and policy liabilities.
  - (b) A reasonable margin for underwriting profit and contingencies, including contingent liability under s. 627.7865, sufficient to allow title insurers, agents, and agencies to earn a rate of return on their capital that will attract and retain adequate capital investment in the title insurance business and maintain an efficient title insurance delivery system.
  - (c) Past expenses and prospective expenses for administration and handling of risks.
  - (d) Liability for defalcation.
  - (e) Other relevant factors.
- (3) Rates may be grouped by classification or schedule and may differ as to class of risk assumed.
- (4) Rates may not be excessive, inadequate, or unfairly discriminatory.
- (5) The premium applies to each \$100 of insurance issued to an insured.
- (6) The premium rates apply throughout this state.
- (7) The commission shall, in accordance with the standards provided in subsection (2), review the premium as needed, but not less frequently than once every 3 years, and shall, based upon the review required by this subsection, revise the premium if the results of the review so warrant.
- (8) Each title insurance agency and insurer licensed to do business in this state and each insurer's direct or retail business in this state shall maintain and submit information, including revenue, loss, and expense data, as the office determines necessary to assist in the analysis of title insurance premium rates, title search costs, and the condition of the title insurance industry in this state. This information must be transmitted to the office annually by March 31 of the year after the reporting year. The commission shall adopt rules regarding the collection and analysis of the data from the title insurance industry.

**FLORIDA TITLE INSURANCE UNDERWRITER DATA CALL  
FOR THE CALENDAR YEAR ENDED DECEMBER 31, \_\_\_\_\_**

**A F F I D A V I T**

**THE STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

I, \_\_\_\_\_ the \_\_\_\_\_ (position) of  
\_\_\_\_\_ (Title Insurance Underwriter)

attest that on the 31st day of December \_\_\_\_\_, all of the information contained on the attached data submittal for the named Title Insurance Underwriter submitted herewith, together with any necessary related exhibits, schedules and explanations herein contained, annexed or referred to in the named Title Insurance Underwriter's submittal are a full and true statement of income, expenses and balance sheet. or, in the case of estimates for the years 2013, 2012, 2011, and 2010, a reasonable good-faith estimate, in accordance with the instructions provided for the year ended on that date, according to the best of my information, knowledge and belief.

\_\_\_\_\_  
Signature as Officer of Title Insurance Underwriter

\_\_\_\_\_  
E-mail Address

Line #	National Statistics from NAIC Form 9 (2012 version used for this sample)	Florida Statistics from NAIC Form 9	Comments
1	Insert NAIC Form 9 Annual Statement.  Include all schedules, annual supplements, table of contents, and index.	Operations and Investment Exhibit (Statement of Income)	For both the national and Florida statistics, please provide data for the current year (2014) and the nine prior years where available. When the data requested was not recorded as requested in the prior years, please provide the data for the current year only.  When prior years' data involve merged or acquired companies, show those companies' data separately for the years prior to the merger or acquisition.  When national data must be allocated to Florida, base the allocation on the methods used in the American Land Title Association (ALTA) Uniform Financial Reporting Plan
2		Operations and Investment Exhibit, Part 1A (Summary of Title Insurance premiums Written and Related Revenues)	Use actual Florida data.
3		Operations and Investment Exhibit, Part 1B (Premium Earned Exhibit)	Use actual Florida data.
4		Operations and Investment Exhibit, Part 2A (Losses Paid and Reserved)	Use actual Florida data.
5		Operations and Investment Exhibit, Part 2B (Unpaid Losses and Loss Adjustment Expenses)	Use actual Florida data.
6		Operations and Investment Exhibit, Part 3 (Expenses)	Use actual Florida data. Where data are determinable only on a national basis (such as Directors' Fees, national officers' expenses, and national taxes, etc.) allocate to Florida based on the methods used in the ALTA Uniform Financial Reporting Plan.

Report Lines

Line #	National Statistics from NAIC Form 9 (2012 version used for this sample)	Florida Statistics from NAIC Form 9	Comments
7	Operations and Investment Exhibit, Part 4 (Net Operating Gain/Loss Exhibit)		Use actual Florida data.
8	Exhibit of Premiums and Losses		<p>This exhibit shall be repeated for each type of policy (include Defalcation Losses and Other CPL Losses as separate categories for losses only) listed in Schedule 1 in lieu of using Rate Codes. The data on the Exhibit of Premium and Losses shall <b>not</b> be shown for separate liability ranges nor shall it be split between residential and non-residential. Thus, four iterations of the Exhibit of Premiums and Losses will be required.</p> <p>The information shown on the Exhibit of Premiums and Losses shall be aggregated into two separate categories for all variations of the Owners and Loan policies and their endorsements. Leasehold policies shall be considered Owners policies.</p> <p>Simultaneous Issue Loan and Owners policy data shall be included separately in aggregates for either Owners or Loan policies. Report Premium, Policy Limits, and Losses into the aggregates as follows:</p> <ol style="list-style-type: none"> <li>1. Report Owners Policy Limits and Premiums into Owners policies' aggregate.</li> <li>2. Report Loan Policy Premiums but not Limits into Loan policies' aggregate.</li> <li>3. Report Owners and Loan Policy Losses separately into the aggregates each type of policy.</li> </ol> <p>Simultaneous Issue Loan and Owners policies shall be counted as one Owners policy for unit counts.</p> <p>Columns 5 through 11 of the Exhibit shall be completed in their entirety for each type of policy, as well as for Defalcation and Other CPL Losses.</p> <p>Column 12 shall be added to record the amount of Butler Rebates returned on underwriter direct business for each type of policy.</p> <p>Defalcation Losses (losses due to escrow shortages only) and Other CPL losses should be shown on separate reports, even though they might be included in policy type losses. If a Defalcation Loss or CPL Loss is also shown as a policy loss, so indicate to avoid counting the loss twice.</p>

Report Lines

Line #	National Statistics from NAIC Form 9 (2012 version used for this sample)	Florida Statistics from NAIC Form 9	Comments
9		Schedule F, Part 1 (Assumed Reinsurance as of December 31, Current Year)	Use actual Florida data.
10		Schedule F, Part 2 (Ceded Reinsurance as of December 31, Current Year)	Use actual Florida data.
11		Schedule H, Part 1, (Showing All Title Plants Owned In Florida at December 31 of Current Year and Basis of Valuation)	Use actual Florida data.
12		Schedule H, Part 2, (Showing All Title Plants Acquired in Florida During the Year)	Use actual Florida data.
13		Schedule H, Part 3, (Showing All Title Plants Sold or Otherwise Disposed of in Florida During the Year)	Use actual Florida data.
14		Schedule H--Verification Between Years	Use actual Florida data.
15		Schedule H, Part 4 (Showing Total Title Assets Held Directly or by Subsidiaries)	Use actual Florida data.

Report Lines

Line #	National Statistics from NAIC Form 9 (2012 version used for this sample)	Florida Statistics from NAIC Form 9	Comments
16		Schedule P	<p>Use actual Florida data for Schedule P Reports.</p> <p>The following Schedule P Reports shall be completed:</p> <ol style="list-style-type: none"> <li>1. Part 1--Summary</li> <li>2. Part 2A--Policy Year Paid Loss and ALAE</li> <li>3. Part 2B--Policy Year Loss and ALAE and Case Basis Reserves</li> </ol> <p>No other Schedule P Report need be shown for Florida data.</p> <p>Repeat the Schedule P, Part 1--Summary for each policy type (and for Defalcation and CPL Losses), including the liability ranges shown in Schedule 1, for residential and non-residential properties. Thus, 30 iterations of the Schedule P, Part 1--Summary will be required.</p> <p>Repeat Schedule P, Parts 2A and 2B for each policy type (and for Defalcation and CPL Losses), <b>NOT</b> including the liability ranges shown in Schedule 1, for residential and non-residential properties. Thus, 6 iterations of the Schedule P, Parts 2A and 2B will be required.</p> <p>Residential and Non-Residential shall be distinguished as defined in the Instructions for the NAIC Form 9.</p> <p>The information shown on the Schedule P Reports shall be aggregated to include all variations of the Owners and Loan policies and their endorsements. Leasehold policies shall be considered Owners policies.</p>

Report Lines

Line #	National Statistics from NAIC Form 9 (2012 version used for this sample)	Florida Statistics from NAIC Form 9	Comments
	Schedule P Continued		<p>Line 16 Comments Continued</p> <p>Simultaneous Issue Loan and Owners policy data shall be included separately in aggregates for either Owners or Loan policies. Report Premium, Policy Limits, and Losses into the aggregates as follows:</p> <ol style="list-style-type: none"> <li>1. Report Owners Policy Limits and Premiums into Owners policies' aggregate.</li> <li>2. Report Loan Policy Premiums but not limits into Loan policies' aggregate.</li> <li>3. Report Owners and Loan Policy Losses separately into the aggregates each type of policy.</li> </ol> <p>Simultaneous Issue Loan and Owners policies shall be counted as one Owners policy for unit counts.</p> <p>Unallocated loss expense allocated to Florida shall be based on the methods used in the ALTA Uniform Financial Reporting Plan.</p> <p>Unallocated loss expense should be allocated among policy types (and Defalcation and CPL Losses) in Florida based on the ratio of the aggregate losses generated by each policy type (and Defalcation and CPL Losses) to total aggregate losses generated in in Florida for those policy types (and Defalcation and CPL Losses).</p> <p>Defalcation Losses (Defined as losses due to escrow shortages only.) and Other CPL Losses should be shown on separate reports, even though they might be included in policy type losses. If a Defalcation Loss or CPL Loss is also shown as a policy loss, so indicate to avoid counting the loss twice.</p> <p>Please answer questions regarding policies issued in Florida.</p>
17	Schedule P Interrogatories		
18	Supplemental Schedule of Business Written by Agency		Use actual Florida data.

Line #	Types of Policies for which Exhibit of Premiums and Losses and Schedule P Reports	Types of Policies for which Exhibit of Premiums and Losses and Schedule P Reports	Types of Policies for which Exhibit of Premiums and Losses and Schedule P Reports	Types of Policies for which Exhibit of Premiums and Losses and Schedule P Reports	Comments
1	Owners' Policy Residential Property	Owners' Policy Non-Residential Property	Defalcation Losses Defalcation Losses	Other Closing Protection Letters Losses	<p>The information shown on the Exhibit of Premiums and Losses and the Schedule P Reports shall be aggregated into two separate categories for all variations of the Owners and Loan policies and their endorsements. Leasehold policies shall be considered Owners policies.</p> <p>Simultaneous Issue Loan and Owners policy data shall be included separately in aggregates for either Owners or Loan policies. Report Premium, Policy Limits, and Losses into the aggregates as follows:</p> <ol style="list-style-type: none"> <li>1. Report Owners Policy Limits and Premiums into Owners policies' aggregate.</li> <li>2. Report Loan Policy Premiums but not Limits into Loan policies' aggregate.</li> <li>3. Report Owners and Loan Policy Losses separately into the aggregates each type of policy.</li> </ol> <p>Simultaneous Issue Loan and Owners policies shall be counted as one Owners policy for unit counts.</p> <p>Defalcation Losses (Defined as losses due to escrow shortages only.) and Other CPL Losses should be shown on separate reports, even though they might be included in policy type losses. If a Defalcation Loss or CPL Loss is also shown as a policy loss, so indicate to avoid counting the loss twice.</p>
2	Policy Limits	Policy Limits	Related Policy Limits	Related Policy Limits	
3	0 - 100,000	0 - 100,000	0 - 100,000	0 - 100,000	
4	100,001 - 1,000,000	100,001 - 1,000,000	100,001 - 1,000,000	100,001 - 1,000,000	
5	1,000,001 - 5,000,000	1,000,001 - 5,000,000	1,000,001 - 5,000,000	1,000,001 - 5,000,000	
6	5,000,001 - 10,000,000	5,000,001 - 10,000,000	5,000,001 - 10,000,000	5,000,001 - 10,000,000	
7	10,000,001 - Unlimited	10,000,001 - Unlimited	10,000,001 - Unlimited	10,000,001 - Unlimited	

	Loan Policy	Loan Policy		
8	Loan Policy	Loan Policy		
9	Policy Limits	Policy Limits		
10	0 - 100,000	0 - 100,000		
11	100,001 - 1,000,000	100,001 - 1,000,000		
12	1,000,001 - 5,000,000	1,000,001 - 5,000,000		
13	5,000,001 - 10,000,000	5,000,001 - 10,000,000		
14	10,000,001 - Unlimited	10,000,001 - Unlimited		



SCHEDULE 3 TAB (UNDERWRITER'S MATRIX)

Line #	Basic Information on Types of Policies and Endorsements by limit of liability range-Residential Property	Basic Information on Types of Policies and Endorsements by limit of liability range-Non-Residential Property	Policy/Endorsement Annual Count	Total Annual Premium	Comments
1	Leasehold Policy	Leasehold Policy			For policies, please show amounts for each liability range with totals shown in the policy description line.  No liability ranges are required for endorsements.
2	Policy Limits	Policy Limits			
3	0 - 100,000	0 - 100,000			
4	100,001 - 1,000,000	100,001 - 1,000,000			
5	1,000,001 - 5,000,000	1,000,001 - 5,000,000			
6	5,000,001 - 10,000,000	5,000,001 - 10,000,000			
7	10,000,001 - Unlimited	10,000,001 - Unlimited			
8	Junior Loan Policy	Junior Loan Policy			
9	Policy Limits	Policy Limits			
10	0 - 100,000	0 - 100,000			
11	100,001 - 1,000,000	100,001 - 1,000,000			
12	1,000,001 - 5,000,000	1,000,001 - 5,000,000			
13	5,000,001 - 10,000,000	5,000,001 - 10,000,000			
14	10,000,001 - Unlimited	10,000,001 - Unlimited			
15	Construction Loan Policy	Construction Loan Policy			
16	Policy Limits	Policy Limits			
17	0 - 100,000	0 - 100,000			
18	100,001 - 1,000,000	100,001 - 1,000,000			
19	1,000,001 - 5,000,000	1,000,001 - 5,000,000			
20	5,000,001 - 10,000,000	5,000,001 - 10,000,000			

21	10,000,001 - Unlimited	10,000,001 - Unlimited					
22	Reissue Loan Policy-- Refinance	Reissue Loan Policy-- Refinance					
23	Policy Limits	Policy Limits					
24	0 - 100,000	0 - 100,000					
25	100,001 - 1,000,000	100,001 - 1,000,000					
26	1,000,001 - 5,000,000	1,000,001 - 5,000,000					
27	5,000,001 - 10,000,000	5,000,001 - 10,000,000					
28	10,000,001 - Unlimited	10,000,001 - Unlimited					
29	Reissue Loan Policy-- Non-Refinance	Reissue Loan Policy-- Non-Refinance					
30	Policy Limits	Policy Limits					
31	0 - 100,000	0 - 100,000					
32	100,001 - 1,000,000	100,001 - 1,000,000					
33	1,000,001 - 5,000,000	1,000,001 - 5,000,000					
34	5,000,001 - 10,000,000	5,000,001 - 10,000,000					
35	10,000,001 - Unlimited	10,000,001 - Unlimited					
36	Reissue Leasehold Policies	Reissue Leasehold Policies					
37	Policy Limits	Policy Limits					
38	0 - 100,000	0 - 100,000					
39	100,001 - 1,000,000	100,001 - 1,000,000					
40	1,000,001 - 5,000,000	1,000,001 - 5,000,000					
41	5,000,001 - 10,000,000	5,000,001 - 10,000,000					
42	10,000,001 - Unlimited	10,000,001 - Unlimited					
43	Reissue Owners' Policies	Reissue Owners' Policies					
44	Policy Limits	Policy Limits					
45	0 - 100,000	0 - 100,000					
46	100,001 - 1,000,000	100,001 - 1,000,000					
47	1,000,001 - 5,000,000	1,000,001 - 5,000,000					
48	5,000,001 - 10,000,000	5,000,001 - 10,000,000					
49	10,000,001 - Unlimited	10,000,001 - Unlimited					

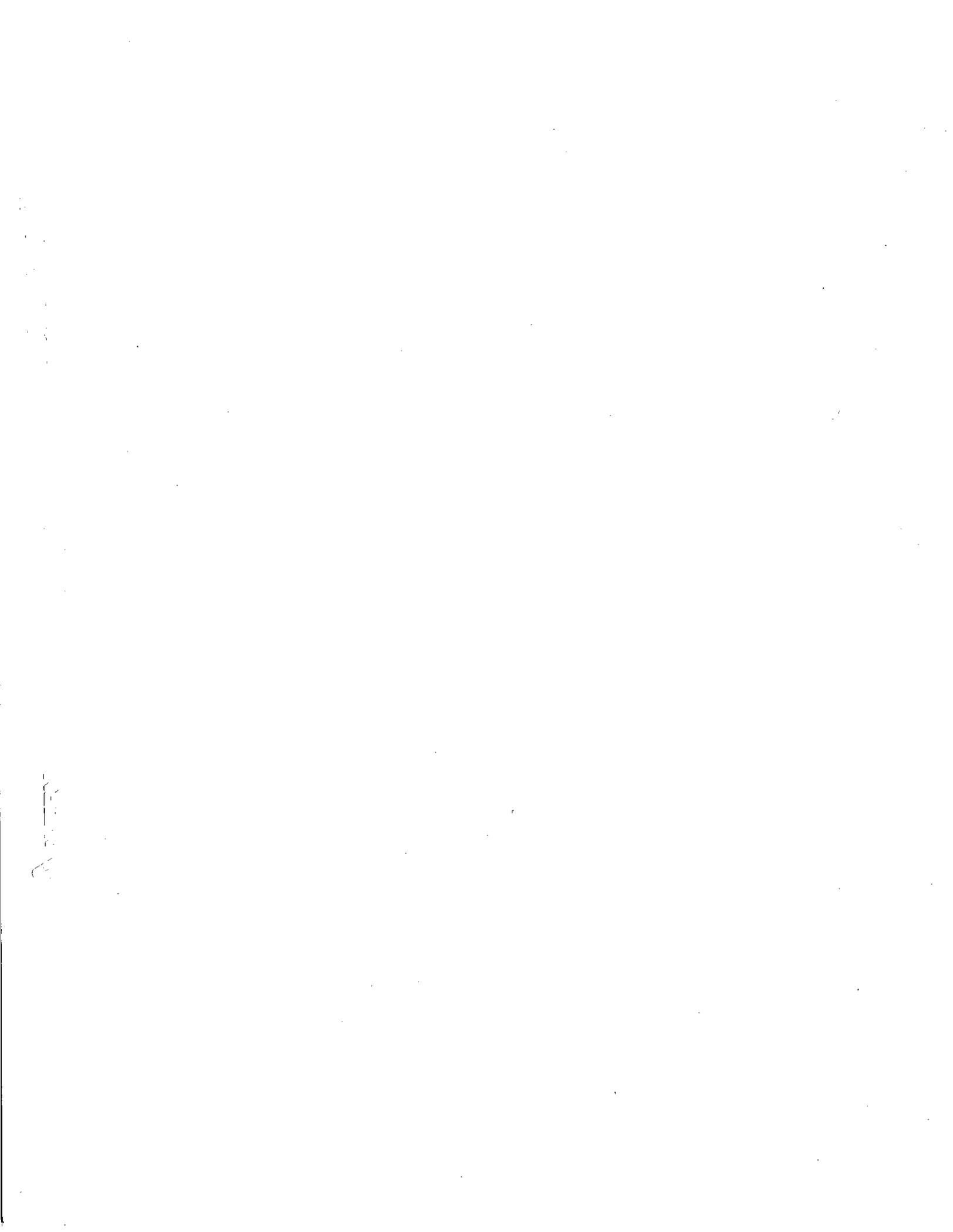
50	Substitution Loan Policies 3 years & Less @ 30%	Substitution Loan Policies 3 years & Less @ 30%						
51	Policy Limits	Policy Limits						
52	0 - 100,000	0 - 100,000						
53	100,001 - 1,000,000	100,001 - 1,000,000						
54	1,000,001 - 5,000,000	1,000,001 - 5,000,000						
55	5,000,001 - 10,000,000	5,000,001 - 10,000,000						
56	10,000,001 - Unlimited	10,000,001 - Unlimited						
57	Substitution Loan Policies 3 - 4 Years @ 40%	Substitution Loan Policies 3 - 4 Years @ 40%						
58	Policy Limits	Policy Limits						
59	0 - 100,000	0 - 100,000						
60	100,001 - 1,000,000	100,001 - 1,000,000						
61	1,000,001 - 5,000,000	1,000,001 - 5,000,000						
62	5,000,001 - 10,000,000	5,000,001 - 10,000,000						
63	10,000,001 - Unlimited	10,000,001 - Unlimited						
64	Substitution Loan Policies 4 - 5 Years @ 50%	Substitution Loan Policies 4 - 5 Years @ 50%						
65	Policy Limits	Policy Limits						
66	0 - 100,000	0 - 100,000						
67	100,001 - 1,000,000	100,001 - 1,000,000						
68	1,000,001 - 5,000,000	1,000,001 - 5,000,000						
69	5,000,001 - 10,000,000	5,000,001 - 10,000,000						
70	10,000,001 - Unlimited	10,000,001 - Unlimited						
71	Substitution Loan Policies 5 - 10 Years @ 60%	Substitution Loan Policies 5 - 10 Years @ 60%						
72	Policy Limits	Policy Limits						
73	0 - 100,000	0 - 100,000						
74	100,001 - 1,000,000	100,001 - 1,000,000						
75	1,000,001 - 5,000,000	1,000,001 - 5,000,000						
76	5,000,001 - 10,000,000	5,000,001 - 10,000,000						
77	10,000,001 - Unlimited	10,000,001 - Unlimited						

78	New Home Discount Owners' Policies	New Home Discount Owners' Policies							
79	Policy Limits	Policy Limits							
80	0 - 100,000	0 - 100,000							
81	100,001 - 1,000,000	100,001 - 1,000,000							
82	1,000,001 - 5,000,000	1,000,001 - 5,000,000							
83	5,000,001 - 10,000,000	5,000,001 - 10,000,000							
84	10,000,001 - Unlimited	10,000,001 - Unlimited							
85	New Home Discount Loan Policies	New Home Discount Loan Policies							
86	Policy Limits	Policy Limits							
87	0 - 100,000	0 - 100,000							
88	100,001 - 1,000,000	100,001 - 1,000,000							
89	1,000,001 - 5,000,000	1,000,001 - 5,000,000							
90	5,000,001 - 10,000,000	5,000,001 - 10,000,000							
91	10,000,001 - Unlimited	10,000,001 - Unlimited							
92	Mortgage Priority Guaranty Policies	Mortgage Priority Guaranty Policies							
93	Policy Limits	Policy Limits							
94	0 - 100,000	0 - 100,000							
95	100,001 - 1,000,000	100,001 - 1,000,000							
96	1,000,001 - 5,000,000	1,000,001 - 5,000,000							
97	5,000,001 - 10,000,000	5,000,001 - 10,000,000							
98	10,000,001 - Unlimited	10,000,001 - Unlimited							
99	ALTA Form 2	ALTA Form 2							
100	Florida ALTA Form 4.1	Florida ALTA Form 4.1							
101	Florida ALTA Form 5.1	Florida ALTA Form 5.1							
102	ALTA Form 6	ALTA Form 6							
103	ALTA Form 6.2	ALTA Form 6.2							
104	ALTA Form 7	ALTA Form 7							
105	Florida ALTA Form 8.1	Florida ALTA Form 8.1							

106	Florida ALTA Form 9	Florida ALTA Form 9						
107	Florida ALTA Form 9.2	Florida ALTA Form 9.2						
108	Florida ALTA Form 9.3	Florida ALTA Form 9.3						
109	Florida ALTA Form 9.5	Florida ALTA Form 9.5						
110	ALTA Form 10	ALTA Form 10						
111	ALTA Form 11	ALTA Form 11						
112	Florida ALTA Form 12	Florida ALTA Form 12						
113	ALTA Form 13	ALTA Form 13						
114	ALTA Form 13.1	ALTA Form 13.1						
115	ALTA Form 14	ALTA Form 14						
116	ALTA Form 14.2	ALTA Form 14.2						
117	ALTA Form 14.3	ALTA Form 14.3						
118	FAC 690-186.005(6)(b) Revolving Credit Endorsement	FAC 690-186.005(6)(b) Revolving Credit Endorsement						
119	FAC 690-186.005(8)(b) Navigational Servitude Endorsement	FAC 690-186.005(8)(b) Navigational Servitude Endorsement						
120	FAC 690-186.005(8)(c) Shared Appreciation Endorsement	FAC 690-186.005(8)(c) Shared Appreciation Endorsement						
121	FAC 690-186.005(8)(d) Additional Interest Endorsement	FAC 690-186.005(8)(d) Additional Interest Endorsement						
122	FAC 690-186.005(8)(e) Option Endorsement	FAC 690-186.005(8)(e) Option Endorsement						
123	FAC 690-186.005(8)(f) Change in Partners Endorsement	FAC 690-186.005(8)(f) Change in Partners Endorsement						

124	FAC 690-186.005(8)(e) Contiguity Endorsement	FAC 690-186.005(8)(e) Contiguity Endorsement						
125	FAC 690-186.005(8)(h) Survey Endorsement	FAC 690-186.005(8)(h) Survey Endorsement						
126	FAC 690-186.005(8)(i) Construction Loan Update Endorsement	FAC 690-186.005(8)(i) Construction Loan Update Endorsement						
127	FAC 690-186.005(8)(j) Foreign Currency Endorsement	FAC 690-186.005(8)(j) Foreign Currency Endorsement						
128	FAC 690-186.005(8)(k) Assignment Endorsement	FAC 690-186.005(8)(k) Assignment Endorsement						
129	FAC 690-186.005(8)(l) Balloon Mortgage Endorsement	FAC 690-186.005(8)(l) Balloon Mortgage Endorsement						

Line #	Basic Information on UCC Policies by limit of liability range	Policy Annual Count	Total Annual Premium	Total Annual Losses	Comments
1	UCC Personal Property Policies Mezzanine Financing				Please show amounts for each liability range with totals show in the policy description line.
2	Policy Limits				
3	0 - 100,000				
4	100,001 - 1,000,000				
5	1,000,001 - 5,000,000				
6	5,000,001 - 10,000,000				
7	10,000,001 - Unlimited				
8	UCC Personal Property Policies Mortgage Securitizations				
9	Policy Limits				
10	0 - 100,000				
11	100,001 - 1,000,000				
12	1,000,001 - 5,000,000				
13	5,000,001 - 10,000,000				
14	10,000,001 - Unlimited				
15	UCC Personal Property Policies All Other Purposes--Specify				
16	Policy Limits				
17	0 - 100,000				
18	100,001 - 1,000,000				
19	1,000,001 - 5,000,000				
20	5,000,001 - 10,000,000				
21	10,000,001 - Unlimited				



## Attachment A

*All prospective Proposers should review the proposed standard contract language contained below. In responding to this RFP, a prospective Proposer has agreed to accept the terms and conditions of the contract specifications contained in this attachment. The Florida Department of Financial Services and the Florida Office of Insurance Regulation reserves the right to make modifications to the contract specifications if it is deemed to be in the best interest of the Department or the State of Florida.*

Contract No. \_\_\_\_\_

### STATE OF FLORIDA OFFICE OF INSURANCE REGULATION AND

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THIS CONTRACT (Contract) is entered into by and between the State of Florida, Office of Insurance Regulation (Office), 200 East Gaines Street, Tallahassee, Florida 32399 or its successor, and \_\_\_\_\_ (Contractor), effective as of the last date signed below.

WHEREAS, the Office has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor, as an independent contractor of the Office, has the expertise and ability to faithfully perform such services,

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

#### 1. Contract

- a) Definitions. In this Contract, the following terms shall have the respective meanings as stated in the PUR 1000 and PUR 1001 (Described in the RFP) and as stated as follows:
  - 1) "Business Days" - include Monday through Friday, inclusive, except for holidays declared and observed by the state government of Florida. "Day" means business day (defined as the Office's normal working hours) unless otherwise described.
  - 2) "Confidential Information" - Any portion of the RFP or a Respondent's documents, data, or records disclosed relating to its Response that is not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other state or federal authority.
  - 3) "Contract" - The agreement that results from this competitive procurement, if any, between the Office and the vendor identified as providing the best value to the State. (This definition replaces the definition in the PUR 1000.)

- 4) "Contractor(s)" - The Respondent(s) that will be awarded a Contract pursuant to this solicitation.
  - 5) "Mandatory Requirements" - Means that the Office has established certain requirements with respect to Responses to be submitted by Respondents. The use of "shall" or "will" (except to indicate simple futurity) or "must" in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the Request for Proposals Response or termination of the Contract.
  - 6) "Minor Irregularity" - Used in the context of this solicitation and Contract, indicates a variation from the Response terms and conditions that does not affect the price of the Request for Proposals, does not give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Office.
  - 7) "Office" - means the Office of Insurance Regulation.
  - 8) "Response" - The materials submitted to the Office in accordance with the RFP by vendors qualified to respond. The solicitation Response may be referred to as reply or proposal.
  - 9) "Vendor Bid System" and "VBS" refers to the State of Florida internet-based vendor information system at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu).
  - 10) "Actuary" - An actuary who is a member of the Casualty Actuarial Society.
  - 11) "NCCI" - National Council on Compensation Insurance
- b) Entire Contract: Order of Precedence. This Contract, including any Attachments referred to herein and attached hereto each of which is incorporated herein for all purposes, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:
- The Contract document;
  - The documents and materials attached to or incorporated by reference in the Contract including the approved final version of the Statement of Work;
  - The solicitation and PUR 1000 and 1001.

## **2. Services, Deliverables and Delivery Schedule.**

The Contractor agrees to render the services or other units of deliverables as set forth in the Office's solicitation, the Office's statement of work and the accepted pricing. The Contractor's performance shall be subject to all the terms, conditions, and understandings set forth in the solicitation and PUR 1000 and 1001 incorporated by reference, copies of which are attached hereto.

The services or other units of deliverables specified in the Solicitation and accompanying documents including the Statement of Work shall be delivered in accordance with the schedule in the Contractor's accepted proposal and consistent with the solicitation.

### **3. Term of Contract.**

Contractor will be paid in accordance with the terms and conditions as stated in the RFP. The term of the Contract begins upon the execution of the contract by all parties and ends the close of business on February 28, 2014. This contract is a fixed price contract and is not subject to renewal. No travel expenses shall be paid. Invoices are to be submitted to:

Richard Fox  
State of Florida – Office of Insurance Regulation  
200 East Gaines Street, Larson Building, Room 121  
Tallahassee, FL 32399

The Office shall have the right to unilaterally terminate or suspend the Contract, by providing the Contractor thirty (30) calendar day's written notice. See PUR 1000 paragraph 26.

### **4. Performance Standards and Acceptance.**

- a) All of the Contractor's Deliverables related to these commodities or services shall be submitted to the Office's contract manager for review and approval. The Office's approval and inspection of Contractor's services shall require no longer than five (5) business days from date of delivery of services, and fifteen (15) business days for delivery of documentary deliverables such as reports and procedures. The Office reserves the right to reject deliverables as outlined in the Statement of Work as incomplete, inadequate or unacceptable due in whole or in part to the Contractor's lack of satisfactory performance under the terms of this Contract. The Office, at its option, may allow additional time within which the Contractor may remedy the objections noted by the Office and the Office may, after having given the Contractor a reasonable opportunity to complete, make adequate or acceptable said deliverables, including but not limited to reports, declare this Contract to be in default. All status reports must be submitted timely showing tasks or activities worked on, attesting to the level of services provided, hours spent on each task/activity, and upcoming major tasks or activities.
- b) Performance Standards. The Contractor warrants that: (1) the Services will be performed by qualified personnel, (2) that the services will be of the kind and quality described in the Statement of Work, (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices, (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party, and (5) that its employees shall comply with any security requirements and processes as provided by the Office, or provided by the Office's customer, for work done at the Office or other locations. The Office reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Contractor meet the Contract requirements. If the Office determines that the qualifications or financial standing are not satisfactory, or that performance is untimely, the Office may terminate the Contract.

## 5. Payment.

- a) Subject to the terms and conditions established by this Contract and the billing procedures established by the Office, the Office agrees to pay the Contractor for services rendered.
- b) Vendor Rights. Contractors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) business days to inspect and approve the goods and services, unless the Proposal specifications, purchase orders or Contract specifies otherwise. An agency has 20 calendar days to deliver a request for payment (voucher) to the Office. The 20 calendar days are measured from the date the invoice is received after the goods or services are received, inspected and approved. The Office is to approve the invoice in the state financial system within 20 calendar days.

If a payment is not available within 40 calendar days, a separate interest penalty, computed at the rate determined by the State of Florida Chief Financial Officer pursuant to section 215.422, F. S., will be due and payable, in addition to the invoice amount, to the Contractor. To obtain the applicable interest rate, please refer to <http://www.myfloridacfo.com/aadir/interest.htm> . Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the State agency with the proper tax payer identification information documentation to be submitted before the prompt payment standards are to be applied. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment.

A Vendor Ombudsman has been established with the Department of Financial Services. The duties of this individual include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

- c) Taxes. The Office is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. The Contractor, however, shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by the Contractor to suppliers for taxes on materials used to fulfill its contractual obligations with the Office. The Contractor shall not use the Office's exemption number in securing such materials. The Contractor shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Contract. The Contractor shall provide the Office its taxpayer identification number upon request.
- d) Expenses. The Contract is a fixed price contract with invoicing after approval of the final deliverable, and no separate expenses or travel will be paid.
- e) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by the Office in accordance with Paragraphs 3 and 4 shall be submitted to the Office in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services will be paid to the Contractor only upon the timely and satisfactory completion of all services and other units of deliverable such as reports, findings and drafts, which are required by Paragraphs 1 and 2 above

and upon the written acceptance of said services and units of deliverables such as reports, findings and drafts by the Office's designated contract manager.

- f) Contingency. If the terms of this Contract extend beyond the current fiscal year, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

## **6. Data Security and Confidentiality.**

- a) The Contractor, its employees, subcontractors and agents shall comply with all security procedures of the Office in performance of this Contract. The Contractor shall provide immediate notice to the Office Information Security Office (ISO) in the event it becomes aware of any security breach and any unauthorized transmission of state data or of any allegation or suspected violation of security procedures of the Office. Except as required by law or legal process and after notice to the Office, the Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, Rule Chapter 71A-1, Florida Administrative Code (F.A.C.), security procedures, business operations information, or commercial proprietary information in the possession of the state or the Office. The Contractor shall not be required to keep confidential information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the state's confidential information or information that is otherwise obtainable under state law as a public record.
- b) Loss of Data. In the event of loss of any State data or record where such loss is due to the negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Office at the Contractor's sole expense, in addition to any other damages the Office may be entitled to by law or the Contract. In the event lost or damaged data is suspected, the Contractor will perform due diligence and report findings to the Office and perform efforts to recover the data. If is unrecoverable, Contractor will pay all the related costs associated with the remediation and correction of the problems engendered by any given specific loss. Further, failure to maintain security that results in certain data release will subject the Contractor to the administrative sanctions for failure to comply with section 817.5681, F.S., together with any costs to the Office of such a breach of security caused by the Contractor.
- c) Data Protection. No Office data (State Data) or information will be transmitted to, stored in, processed in, or shipped to off-shore locations or out of the United States of America regardless of method, except as required by law. Examples of these methods include (but are not limited to): FTP transfer, DVD, tape, or drive shipping; regardless of level of encryption employed. Access to State Data shall only be available to approved and authorized staff, including remote/offshore personnel, that have a legitimate business need. Requests for remote access shall be submitted to the Office's Help Desk. With approval, third parties may be granted time-limited terminal service access to IT resources as necessary for fulfillment of related responsibilities. Third parties shall not be granted remote access via VPN, private line, or firewall holes. Requests for exceptions to this provision may be submitted to the Office for approval. All remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools, as deemed appropriate. When remote access needs change, the ISO shall

be promptly notified and access shall be removed promptly. The Contractor shall encrypt all data transmissions containing confidential or confidential and exempt information. Remote data access must be provided via a trusted method such as SSL, TLS, SSH, VPN, IPsec or a comparable protocol approved by the Office. Confidential information must be encrypted using an approved encryption technology when transmitted outside of the network or over a medium not entirely owned for managed by the Office.

The Contractor agrees to protect, indemnify, defend and hold harmless the Office from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to the Contractor's breach of data security or the negligent acts or omissions of the Contractor related to this subsection.

d) Public Records.

- (1) The parties shall not be required to disclose to the public any materials protected by law, and disclosure of any confidential information received by the State of Florida will be governed by the provisions of Article I, section 24 of the Florida Constitution, and the Florida Public Records Act, Chapter 119, F.S., and exceptions thereto. The provision of redacted contract information on a website for public viewing does not substitute for the duty of the Office nor a state contractor to respond to a public records request. The response to the requestor may include referral to the website for viewing the identical (redacted) version. Should the Contractor provide information deemed confidential or exempt from the Florida Public Records Act, then the Contractor shall place such information in an encrypted electronic form or a sealed separate envelope and provide the Office with an additional copy of its documentation containing such information that has been redacted to conceal only that information that the Contractor claims to be confidential. The Contractor is responsible for becoming familiar with the Florida Public Records Act with regard to records associated with the Contract. If a public records request is made to the Contractor, the Contractor will: immediately notify the Office of such request; process the request as approved by the Office's Public Records section; and provide the Office progress status reports; and provide a copy of its intended redacted version in case there is a public records request. For noncompliance by the Contractor with section 119.0701, F.S., or the above requirements regarding response to public records requests (collectively Public Records Tasks), the Office at its option may enforce these provisions by exercising "Step-In" rights as described in the contract section regarding remedies or according to the termination provisions of the contract or both. If a public record request is made to the Office for documentation related to this solicitation and the resulting Contract, the Office will notify the Contractor of such request if the Contractor has provided the Office with a notice of trade secret or other confidentiality as noted above. If a public record request is made to either party, the Contractor shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. The Contractor acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and it is hereby agreed that no right or remedy for damages against the Office arises from any disclosure based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Office. In the event the Contractor chooses to defend

against release of such documents, data or information, and does not succeed in such defense, the Contractor agrees to indemnify the Office against any costs resulting from such order for release of such documents, data or information, except that each party shall be responsible for its own attorney fees. The Contractor shall retain such records for the longer of three years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State (available at: [http://dhis.dos.state.fl.us/recordsmgmt/gen\\_records\\_schedules.cfm](http://dhis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm) ) .

- (2) The Contractor shall, to the extent required by section 119.0701, F.S., (a) maintain public records required by the Office to perform the service; (b) provide access on the same conditions and at a cost not exceeding that provided in Chapter 119.07, F.S., (c) ensure exempt or confidential documents are not disclosed and (d) transfer public records at no cost to the Office on termination, destroy confidential duplicates, including remnant data, and provide electronic records in a format compatible with the Office's systems at no cost to the Office. For noncompliance by the Contractor, the Office shall enforce these provisions according to the step-in provisions or termination provisions in the Contract or both.
- (3) The following records are specifically excluded from inspection, copying, and audit rights under the Contract:
  - (a) Records of the Contractor (and subcontractors) that are unrelated to the Contract;
  - (b) Documents created by and for the Office or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the Office under the requirements of Chapter 119, F.S., and, Article I section 24 of the Florida Constitution; and
  - (c) The Contractor's (and subcontractors) internal cost and resource utilization data, or data related to employees, or records related to other customers of the Contractor, or any subcontractor who is not performing services under this Contract.

## **7. Insurance.**

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, this includes the following types of insurance for anyone directly or indirectly employed by the Contractor and the amount of such Insurance shall be the minimum limits as follows, unless otherwise approved by the Contract Manager:

- a) Commercial general liability coverage, bodily injury, property damage: \$1,000,000 per occurrence/\$2,000,000 aggregate.
- b) Automobile liability coverage, bodily injury, property damage: \$1,000,000 Combined Single Limits. Insuring clause for both bodily injury and property damage shall be amended to provide coverage on an occurrence basis.
- c) Workers' compensation and employer's liability insurance covering all employees engaged in any Contract work, in accordance with Chapter 440, F.S.

Such coverage may be reduced with the consent of the Contract Manager since certain subcontractors have potentially less exposure in liability than other subcontractors. Except as agreed in a separate writing, no self-insurance coverage shall be acceptable unless Contractor is licensed or authorized to self-insure for a particular coverage listed above in the State of Florida, or is an insured member of a self-insurance group that is licensed to self-insure in the State of Florida. Upon request, the Contractor shall provide its certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

## **8. Termination.**

- a) The Office may, in its sole discretion, terminate the Contract at any time by giving 30 (thirty) days written notice to the Contractor.
- b) All services performed by the Contractor prior to the termination date of this Contract shall be professionally serviced to conclusion in accordance with the requirements of the Contract. Should the Contractor fail to perform all services under the Contract, the Contractor shall be liable to the Office for any fees or expenses that the Office may incur in securing a substitute provider to assume completion of those services.
- c) As provided in section 287.058, F.S., the Office may terminate the Contract immediately in the event that the Office requests in writing that the Contractor allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which are made or received by the Contractor in conjunction with the Contract, and the Contractor refuses to allow such access. However, nothing herein is intended to expand the scope or applicability of Chapter 119, F.S., to the Contractor. The Contractor shall not be required to disclose to the public any proprietary copyrighted trade secrets or other materials protected by law pursuant to section 119.07, F.S.
- d) If the Contractor defaults in the performance of any covenant or obligation contained in the Contract, including without limitation the minimum requirements contained in the Statement of Work, or in the event of any material breach of any provision of the Contract by the Contractor, the Office may, in its sole discretion, provide notice and an opportunity to cure the default rather than exercise the remedy of termination. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notification will also provide that, should it fail to perform within the time provided, the Contractor will be found in default. If the default or breach is not cured within fifteen (15) calendar days after written notice is given to the Contractor specifying the nature of the alleged default or breach, then the Office, upon giving written notice to the Contractor, shall have the right to terminate the Contract effective as of the date of receipt of the default notice.
- e) After receipt of a notice of termination or partial termination, and except as otherwise directed by the Office, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further work or new services related to the affected Deliverables, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and/or subcontracts related to the terminated Deliverables and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the

approval or ratification of the Office to the extent required, which approval or ratification shall be final for the purpose of this section.

## **9. Events of Default.**

Provided such failure is not the fault of the Office or outside the reasonable control of the Contractor, the following events, acts, or omissions, shall include but are not limited to, events of default:

- a) Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Contract;
- b) Failure to complete and maintain, within the timeframes specified between the Office and the Contractor, the applicable system installation, ongoing performance, maintenance, and provision of Services;
- c) The commitment of any material breach of this Contract by the Contractor, failure to timely deliver a material deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Contract;
- d) Employment of an unauthorized alien in the performance of the work;
- e) One or more of the following circumstances, uncorrected for more than thirty (30) calendar days unless within the specified thirty (30) day period, the Contractor (including its receiver or trustee in bankruptcy) provides to the Office adequate assurances, reasonably acceptable to the Office, of its continuing ability and willingness to fulfill its obligations under the Contract:
  - (1) Entry of an order for relief under Title 11 of the United States Code;
  - (2) The making by the Contractor of a general assignment for the benefit of creditors;
  - (3) The appointment of a general receiver or trustee in bankruptcy of the Contractor's business or property;
  - (4) An action by the Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation;
  - (5) Entry of an order revoking the certificate of authority granted to the Contractor by the State or other licensing authority;
- f) The Contractor makes or has made an intentional material misrepresentation or omission in any materials provided to the Office or fails to maintain the required insurance.
- g) If the Office determines that the services to be furnished do not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Office may terminate the Contract.

## **10. Liability and Indemnification.**

- a) In addition to the provisions in PUR 1000 regarding liability, the following provisions apply: No provision in this Contract shall require the Office to hold harmless or indemnify the Contractor, insure or assume liability for the Contractor's negligence, waive the Office's sovereign immunity under the laws of Florida, or otherwise impose liability on the Office for which it would not otherwise be responsible. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.
- b) The Office's maximum liability for any damages, regardless of form of action, shall in no event exceed the actual contract cost to the Contractor for the relevant products or services giving rise to the liability, from the date of performance of the applicable services.

## **11. Remedies.**

### **a) Damages for Non-Performance.**

To the extent that financial consequences are not further specified in the Statement of Work, the following apply. Nothing in this section shall be construed to make the Contractor liable for delays that are beyond its reasonable control. Nothing in this section shall limit the Office's right to pursue its remedies for other types of damages:

- (1) Liquidated Damages. Contractor acknowledges that its failure to meet [an agreed upon deadline] [or other key service deliverable] for delivery of services will damage the Office but that by their nature such damages are impossible to ascertain presently and will be difficult to ascertain in the future. Accordingly, the parties agree upon a reasonable amount of liquidated damages which are not intended to be a penalty and are solely intended to compensate for unknown and unascertainable damages. Accordingly liquidated damages shall be assessed on the Contractor according to the Statement of Work.
- (2) Actual or other Damages. In lieu of liquidated damages, other damages may be assessed on the Contractor as specified in the remedies for nonperformance identified in the Statement of Work. Failure to use the appropriate technical requirements as identified in the Statement of Work will result in automatic task rejection and may not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the Statement of Work may result in the rejection of the invoice. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable does not foreclose the Office's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

### **b) Step-in Rights**

- (1) For noncompliance by the Contractor with tasks related to public records, the Office at its option may enforce these provisions by exercising "Step-In" rights as described below:
- (2) If the Office exercises its Step-In rights, the Contractor must cooperate fully with the Office (including its personnel and any third parties acting on behalf of the Office) and shall provide, at no additional charge to the Office, all assistance reasonably required by the Office as soon as possible, including:

- a. providing access to all relevant equipment, premises and software under the Contractor's control as required by the Office (or its nominee); and
  - b. ensuring that the Contractor personnel normally engaged in the provision of the Public Records Tasks are available to the Office to provide assistance which the Office may reasonably request.
- (3) The Office's Step-In rights will end, and the Office will hand back the responsibility to the Contractor, when the Contractor demonstrates to the Office's reasonable satisfaction that the Contractor is capable of resuming provision of the affected Public Records Tasks in accordance with the requirements of the Contract solicitation and that the circumstances giving rise to the Step-In right cease to exist and will not recur.
- (4) The Contractor must reimburse the Office for all reasonable costs incurred by the Office (including reasonable payments made to third parties) in connection with the Office's exercise of Step-In rights and provision of the affected Public Records Tasks (Step-In Costs).
- (5) The Office will continue to pay the Contractor the charges [or] Contractor will continue to retain its fee (including that portion which relates to the affected Public Records Tasks) due for the products or services, provided that the Contractor reimburses the Office for the Step-In Costs. If the Contractor fails to reimburse the Office within 30 days of receipt of the Office's demand for payment of Step-In Costs, the Office is entitled to set off such Step-In Costs against a subsequent invoice [or] pursue other remedies to receive reimbursement for Step-In Costs.

## **12. State property.**

Title to all property furnished by the Office under this Contract shall remain in the Office, and Contractor shall surrender to the Office all property of the Office prior to settlement upon completion, termination, or cancellation. The parties shall settle any transfers of property which may have been required to be furnished to the Office or which otherwise belongs to the Office; and the Contractor shall provide written certification to the Office that the Contractor has surrendered to the Office all said property.

All deliverables delivered to the Office and all of the data collected or created for or provided by the Office (State data) shall become and remain the Office's property upon receipt and acceptance. Upon termination the Contractor shall return State-owned materials being utilized by the Contractor and all State data in a standard format designated by the Office. All work materials developed or provided by the Contractor under this Contract and any prior agreement between the parties shall be deemed to be work made for hire and owned exclusively by the State of Florida, Office of Financial Services.

## **13. Contract Modification.**

This Contract may be amended only by a written agreement between both parties subject to the provisions of Chapter 287, F.S.

**14. Nonexclusive Contract.**

This procurement will not result in an exclusive license to provide the services described in the solicitation or the resulting Contract. The Office may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar services.

**15. Statutory Notices.**

The Office shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Contract. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, F.S.

**16. Compliance with Federal, State and Local Laws.**

The Contractor and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses and registration requirements. The Contractor shall retain records relating to the Contract and its performance for the longer of five (5) years after the expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State (available at: [http://dlis.dos.state.fl.us/recordsmgmt/gen\\_records\\_schedules.cfm](http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm)). If applicable, section 508 compliance information on the supplies and services in this Contract are available on a website indicated by the Contractor. The Electronic and Information Technology standard can be found at: <http://www.section508.gov/>.

**17. Miscellaneous.**

- a) This Contract, and any referenced or attached addendum embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Contract supersedes all previous oral or written communications, representations or agreements on this subject. In any conflict between this Contract and any referenced or attached addendum, the terms and conditions of this Contract shall take precedence and govern. Acceptance of service or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of any proposed modification to terms and conditions.
- b) Any dispute concerning performance of the Contract shall be decided by the Office's designated Contract Manager, who shall reduce the decision to writing and send a copy to the Contractor at a previously provided address. In the event a party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Contract will be in the courts of the State of Florida, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Contract.
- c) The laws of the State of Florida and the Office's rules govern this Contract.

- d) The Contractor agrees that no funds received by it under this Contract will be expended for the purpose of lobbying the Legislature or a state agency pursuant to section 216.347, F. S., except that pursuant to the requirements of section 287.058(6), F. S., during the term of any executed contract between the Contractor and the state, the Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that contract.
- e) The Contractor is an independent contractor, and is not an employee or agent of the Office.
- f) All services contracted for are to be performed solely by the Contractor and may not be subcontracted or assigned without the prior written consent of the Office. The Office may refuse access to or require replacement of any Contractor employee, subcontractor or agent for cause, including but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with a Office policy or other requirement. Such action shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The Office may reject and bar from any Office facility for cause any of the Contractor's employees, subcontractors or agents.
- g) Guarantee of Parent Corporation. In the event the Contractor is a subsidiary of another corporation or other business entity, the Contractor asserts that its parent corporation will guarantee all of the obligations of the Contractor for purposes of fulfilling the obligations of the Contract. In the event the Contractor is sold during the period the Contract is in effect, the Contractor agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Contractor.
- h) The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, and limitations of liability, shall survive termination, cancellation or expiration of this Contract.
- i) The Contractor hereby agrees to protect, indemnify, defend and hold harmless the Office from and against any and all costs, claims, demands, damages, losses and liabilities arising from or in any way related to the Contractor's breach of this contract or the negligent acts or omissions of the Contractor.
- j) The Office shall not be deemed to assume any liability for the acts, omissions to act or negligence of the Contractor, its agents, servants, and employees, nor shall the Contractor disclaim its own negligence to the Office or any third party.
- k) If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.
- l) During the term of this Contract, the Contractor shall not knowingly employ, subcontract with or sub-grant to any person (including any non-governmental entity in which such person has any employment or other material interest as defined in section 112.312 (15), F. S., who is employed by the state or who has participated in the performance or procurement of this Contract except as provided in section 112.3185, F. S.

**18. Execution in Counterparts and Authority to Sign.**

This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**19. Contract Administration.**

- a) The Office's Contract Manager is \_\_\_\_\_ located at \_\_\_\_\_. Send invoices to \_\_\_\_\_.
- b) The Contractor's Contract Manager is \_\_\_\_\_ located at \_\_\_\_\_. All written and verbal approvals referenced in this Contract must be obtained from the parties' Contract Managers designated in this section or their designees in writing. Notices required to be in writing must be delivered or sent to the intended recipient by hand delivery, certified mail or receipted courier and shall be deemed received on the date received or the date of the certification of receipt.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have signed this Contract.

_____	Office of Insurance Regulation
Contractor Name	_____
Contractor Representative:	Title: _____
Title: _____	
Date: _____	Date: _____