

OFFICE OF INSURANCE REGULATION

KEVIN M. McCARTY  
DIRECTOR

IN THE MATTER OF:

First Actual American Insurance Company ("FAAIC")

Little Shell Pembina Band of North America

Chief Ron Karyance Delamore

Zachary Betts,

CASE NO.: 66804-03-CO

Respondents.

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IMMEDIATE FINAL ORDER

TO:

First Actual American Insurance Company ("FAAIC")  
Post Office Box 944  
Canby, Oregon 97013

Little Shell Pembina Band of North America  
Post Office Box 352  
Valley City, ND 58072

Chief Ron Karyance Delamore  
4776 British Drive  
Bismarck, ND 58503

Zachary Betts  
8193 Svi Box  
Victorville, California 92392

and also located at

Zachary Betts  
18080 Lakeview  
Victorville, California 92392

THIS CAUSE having come on to be heard by and through the Director of the Office of Insurance Regulation against the afore-referenced entities and individuals. Having been fully informed in the premises,

NOW THEREFORE, it is hereby FOUND as follows:

JURISDICTION AND FINDINGS OF FACT

1. The Office of Insurance Regulation has jurisdiction over the parties and the subject matter pursuant to §§ 120.569(2)(n) [Decisions which affect substantial interest], 624.307 (General Powers), 624.317 (Investigation of agents, adjusters, administrators, service companies and others), 624.318 (Conduct of examination or investigation; access to records; correction of accounts; appraisals), 624.401 (Certificate of authority required), 629.901 (Representing or aiding unauthorized insurer prohibited), *Florida Statutes*. As a result of alleged violations by the Respondents of the Florida Insurance Code, the Office of Insurance Regulation (hereinafter referred to as the "Office") of the Financial Services Commission within the Department of Financial Services has caused an investigation to be made of the insurance-related activities of the Respondents.

2. On or about February 26, 2003, the medical office of Dr. Adolfo Millan, in West Palm Beach, Florida, received an advertisement for medical malpractice insurance from an entity with the name of First Actual American Insurance Company. As a result of the advertisement, Michele A. Sohne, the office manager for Dr. Millan's office, contacted the entity by telephone and requested a quote. An individual who identified himself as Zachary Betts forwarded a quote for the insurance. A copy of the affidavit from Michele Sohne, along with the materials received from First Actual American Insurance Company is attached as Exhibit "A".

3. Contained within Exhibit "A" is a medical malpractice insurance quote from First Actual American Insurance Company that directs Dr. Adolfo Millan to send the premium payments to an individual by the name of Zachary Betts.

4. According to one of the documents contained within Exhibit "A" and entitled Charter & License, First Actual American Insurance Company, was allegedly granted a license to conduct insurance business by an Indian Tribe known as the Little Shell Pembina Band of North Dakota. This document was signed by an individual by the name of Chief Ron Karyance Delamore and makes reference to the grant being subject to the laws of the Little Shell Pembina Band of North Dakota and the Cherokee Indian Nation. The Bureau of Indian Affairs publishes a list of all recognized Indian Tribes. The Bureau of Indian Affairs of the United States Government does not recognize the Little Shell Pembina Band of North Dakota according to its published list. A copy of the list of recognized tribes by the U.S. Bureau of Indian Affairs is attached hereto as Exhibit "B".

5. On or about March 3, 2003, the medical office of Dr. Sudhir K. Nayer, located in Port St. Lucie, Florida, received a facsimile solicitation from First Actual American Insurance Company. Since Dr. Nayer was pleased with his existing medical malpractice carrier, he did not inquire further. A copy of the affidavit from Dr. Sudhir K. Nayer, along with a copy of the advertisement, is attached hereto as Exhibit "C".

6. The Office of Insurance Regulation is, on an ongoing basis, receiving continuing complaints from the Florida medical community that First Actual American Insurance Company continues to market and solicit its unauthorized medical malpractice insurance product. As proof of this ongoing activity, records from the Office of Insurance Regulation have been attached as Exhibit "D".

7. First Actual American Insurance Company has not received a Certificate of Authority to transact insurance within the State of Florida, thus making this entity unauthorized to transact insurance business in the State of Florida. A copy of the non-status of this company in Florida is attached hereto as **Exhibit "E"**.

8. The Little Shell Pembina Band of North America has not received a Certificate of Authority to transact insurance within the State of Florida, thus making this entity unauthorized to transact business in the State of Florida. A copy of the non-status of this company in Florida is attached hereto as **Exhibit "F"**.

9. Section 624.401, *Florida Statutes*, states that no person shall act as an insurer, and no insurer or its agents, attorneys, subscribers, or representatives shall directly or indirectly transact insurance in this state except as authorized by an existing Certificate of Authority issued to the insurer by the Office of Insurance Regulation. Further, said statute warns that any person acting as an insurer, transacts insurance, or otherwise engages in insurance activities in this state without a Certificate of Authority in violation of this particular section commits a felony of the third degree.

10. Section 626.901, *Florida Statutes* states, "No person shall, from offices or by personnel or facilities located in this state, or in any other state or country, directly or indirectly act as agent for, or otherwise represent or aid on behalf of another, any insurer not then authorized to transact such insurance in this state in (a) the solicitation, negotiation, procurement, or effectuation of insurance or annuity contracts, or renewals thereof and the dissemination of information as to coverage or rates, and the forwarding of applications . . . ." Additionally, § 626.902, *Florida Statutes* provides that any violation of § 626.901, *Florida Statutes*, by any person, is a felony

11. Section 624.04, *Florida Statutes*, defines person as including “an individual, insurer, company, association, organization, Lloyds, society, reciprocal insurer or interinsurance exchange, partnership, syndicate, business trust, corporation, agent, general agent, broker, solicitor, service representative, adjuster, and every legal entity.

12. Section 624.10, *Florida Statutes*, states, ““Transact” with respect to insurance include any of the following in addition to other applicable provisions of this code:

- (1) Solicitation or inducement.
- (2) Preliminary negotiations...”

13. The Respondents have violated the afore-cited Florida Statutes by marketing and soliciting insurance on behalf of an unlicensed and therefore unauthorized insurance entity known as the First Actual American Insurance Company.

14. Five other states have issued Immediate Final Orders, Cease and Desist Orders or litigation similar to this Immediate Final Order as a result of the Respondents transacting unauthorized insurance in their respective states. The Office of Insurance Regulation has taken judicial notice of these actions and copies of the actions taken by Mississippi, Oregon, Ohio, Georgia and North Dakota are attached as **Exhibit “G”**.

15. Pursuant to § 120.569(2)(n), *Florida Statutes*, the Director of the Office of Insurance Regulation finds that the continued transaction of insurance without licensure by all of the Respondents, not only presents a grave danger to the public, but also is a willful, civil and criminal violation of the Insurance Code pursuant to §§ 624.401 and 626.901, *Florida Statutes*.

Accordingly, **IT IS HEREBY ORDERED:**

A). The Respondents, whether acting in or outside the State of Florida as, an insurer, insurance agents, insurance agencies, insurance adjusters, third-party administrators, managing

general agents, or otherwise engaging in the business of insurance, either directly or indirectly through named and unnamed persons, entities, agents, or otherwise, shall forthwith **CEASE AND DESIST** from the transaction of any new or renewal insurance business as or on behalf of unauthorized insurers, including acting or holding itself out to be a licensed medical malpractice carrier in the State of Florida.

B). The Respondents shall forthwith notify, in writing, each and every agent, broker, salesperson, and other marketing outlet that is presently or that has in the past been used to solicit, sell, or deliver any unauthorized product in Florida, of the cessation of this portion of their Florida business because they are either unlicensed as an administrator or in connection with marketing an unauthorized product, and due to this Immediate Final Order shall also inform such persons and entities that no further applications will be accepted or contracts issued. Respondents shall further direct each and every agent, broker, salesperson, and other marketing outlet, in writing, to forthwith offer to replace the medical malpractice coverage of each client, consumer, and person or entity afforded coverage under any of their policies, contracts, or plans with substantially comparable coverage provided by a Florida licensed insurer or eligible surplus lines carrier. The Respondents shall furnish for approval or edit a draft of such notification to the Office of Insurance Regulation within seven (7) business days of this Immediate Final Order. Respondents shall thereafter, within seven (7) business days of receipt by mail or by fax of the Office of Insurance Regulation's approval or edits, mail such letter (in revised form if edited by the Office) to all such agents, brokers, salespersons, and other marketing outlets, and shall immediately thereafter file the sworn attestations of Chief Ron Karyance Delamore and Zachary Betts that there has been full compliance with this provision.

C). The Respondents shall forthwith notify in writing each person or entity in Florida that was insured under any policy, contract, or certificate of coverage issued by or on behalf of, and to which has furnished a certificate of coverage as evidence of medical malpractice insurance through Respondents of the cessation of their business in Florida because they are unlicensed and/or because it has marketed an unauthorized product, and due to this Immediate Final Order, and that each such person or entity should immediately obtain medical malpractice from a licensed insurer or eligible surplus line carrier. The Respondents shall furnish for approval or edit a draft of such notification to the Office of Insurance Regulation within seven (7) business days of this Immediate Final Order. They shall, within seven (7) business days of receipt by mail or by fax of the Office of Insurance Regulation's approval or edits, mail such notice (in revised form if edited by the Office) to each such person or entity, and shall immediately thereafter file the sworn attestations of Chief Ron Karyance Delamore (alleged Chief of the Little Shell Pembina Band of 1863) and Zachary Betts, that there has been full compliance with this provision.

D). All materials requested within this Order shall be accompanied by the sworn attestations of Chief Ron Karyance Delamore (alleged Chief of the Little Shell Pembina Band of 1863) and Zachary Betts, that they conducted a diligent search of all of the records within the actual or constructive control of them and of the corporations and entities cited herein, and that the materials delivered to the Office in compliance with this provision, constitute all of the documents that were located.

E). The Respondents, shall, within fifteen (15) calendar days from the date hereof, deliver to the Office of Insurance Regulation a full and complete accounting of all premiums billed or collected, and claims paid or incurred, since the inception of their marketing operation

within Florida complained of within this Order. Chief Ron Karyance Delamore and Zachary Betts shall swear such accounting as true and correct.

F). Subject to the other mandates of this Immediate Final Order, Respondents shall continue to be responsible for the defense and payment of claims, and otherwise for the timely fulfillment of its contractual obligations to each person or entity insured until all Florida claims have been paid or until further action or order of the Office to the contrary. Respondents shall use their assets, including reserves, solely for the defense and payment of claims. For the protection of the public, and to preserve books, records and assets, none of the parties named herein, nor their officers, directors, managers, members, stockholders, trustees, subscribers, agents, employees, associates, or affiliates shall take or permit any action that might waste, conceal or otherwise dispose of the assets, property, books, records, and accounts of Respondents.

G). This Immediate Final Order, or any amendment thereto, shall not be interpreted as having, nor shall it have, the effect of abrogating any statutory, common law, or contractual rights of any person or entity insured by or who which may be a third-party beneficiary of coverage under any policy, contract, or certificate of coverage issued by Respondents, or of any person or entity that has relied upon the existence of a policy, contract, or certificate of coverage.

H). The issuance of this Immediate Final Order and the procedural safeguards set forth herein are concluded to be fair under the circumstances due to the potential grave harm resulting from unauthorized insurance entities engaging in the business of insurance in Florida, as well as the marketing of unauthorized insurance within the State of Florida. As indicated in the Notice of Rights herein, Respondents are afforded an opportunity to appeal this Order or to enjoin this order pursuant to Florida Statute 120.569(2)(n).

DONE and ORDERED this 27th day of JUNE, 2003.



  
\_\_\_\_\_  
KEVIN M. MCCARTY, Director  
Office of Insurance Regulation

## NOTICE OF RIGHTS

Any party to these proceedings adversely affected by this Order is entitled to seek review of this Order pursuant to Section 120.68, Florida Statutes, and Rule 9.110, Fla.R.App.P.. Review proceedings must be instituted by filing a petition or notice of appeal with the General Counsel of the Office of Insurance Regulation, acting as the agency clerk, at 612 Larson Building, Tallahassee, Florida 32399-4206, and a copy of the same with the appropriate district court of appeal, within thirty (30) days of rendition of this Order. All correspondence or requests for hearing should contain the case number and/or style of the case as listed on page one of this order.

CERTIFICATE OF SERVICE

First Actual American Insurance Company ("FAAIC")  
Post Office Box 944  
Canby, Oregon 97013

Little Shell Pembina Band of North America  
Post Office Box 352  
Valley City, ND 58072

Chief Ron Karyance Delamore  
4776 British Drive  
Bismarck, ND 58503

Zachary Betts  
8193 Svi Box  
Victorville, California 92392

and also located at

Zachary Betts  
18080 Lakeview  
Victorville, California 92392

I HEREBY CERTIFY that a true and correct copy of the foregoing Immediate Final Order has been sent by Certified Mail this 27<sup>TH</sup> day of JUNE, 2003 to the above-referenced Respondents:

  
Clifford A. Taylor  
Senior Attorney  
Division of Legal Services  
Office Of Insurance Regulation  
200 East Gaines Street, 6<sup>th</sup> Floor  
Tallahassee, Florida 32399-4206  
Telephone: 850/ 413-4143  
Fax: 850/ 922-2543

# State of Florida



## Department of Financial Services Tallahassee, Florida

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that the attached affidavit of Michele Sohne along with the materials received from First Actual American Insurance Company are true and correct copies of the official records on file and maintained in the regular course of business at the Department of Financial Services.



IN TESTIMONY WHEREOF, I hereto subscribe my name, and affix the Seal of my Office, at Tallahassee, the day and year first above written.

*Tom Zallo*

Chief Financial Officer

EXHIBIT

A

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STATE OF FLORIDA      AFFIDAVIT      COUNTY OF Palm Beach

NAME Michele A. Sohne I AM A Female DOB \_\_\_\_\_ Driv Lic \_\_\_\_\_  
RESIDENCE ADDRESS: \_\_\_\_\_  
BUSINESS ADDRESS: 5601 Corporate Way, #301 West Palm Beach, FL 33401  
EMPLOYER'S NAME: Dr. Adolfo Millan, M.D. OCCUPATION: Manager  
RESIDENCE PHONE ( \_\_\_\_\_ BUSINESS PHONE (561) 478-7422

PAGE 1 OF 3

**RECEIVED**

RE: Mr. Zachary Betts (First Actual American Insurance Company)

MAR 07 2003

Bureau of Investigat

On or about February 26, 2003 (Wednesday), our office received a one-page advertisement via facsimile. The top of the advertisement was embossed with the name "First Actual American Insurance Company" and it also stated we could save at least 30% on insurance premiums. The ad also claimed that First Actual American Insurance Company could save doctors 30% to 50% off current medical malpractice insurance premiums. The advertisement advised us that in order to receive a quote, we were to provide the following: Doctor's name, address, telephone, contact name, fax, e-mail, specialty, specialties surgery performed, evidence of current liability coverage, current annual premium and number of claims incurred in the past five years. Dr. Millan was intrigued by this, and so he placed the ad on my desk and asked me to check into it further. The next morning, I wrote up a cover sheet that included the items of information the company requested on both Dr. Adolfo Millan, M.D., P.A. as well as Dr. Chris Michael Vicente, M.D., Dr. Millan's employee. I then faxed it to First Actual American's fax number, which was (503) 212-9011. Within a few hours, we received a quote faxed to us from First Actual American Insurance Company in Canby, Oregon with a one-year premium of \$18,134.00. The faxed proposal indicated at the top that it was sent by Curt Fisackerly and indicated a Professional Liability limit of \$250,000.00/\$750,000.00. I was shocked by how low the premium was, so I called the phone number on the quote to see if the premium was for both doctors or for just one doctor. The number I called was 877-876-5131. A gentleman answered the phone who identified himself as the company accountant. He told me he did not know the particulars about the quote. I told him the quote

seemed to good to be true. At this, the gentleman became very defensive and began to tell me that First Actual American Insurance Company was a \$5 billion company that was owned by Indians. He also told me Mr. Zachary Betts was more informed about the quote and would call me back promptly. The next day, I received a call from Mr. Zachary Betts. He verified that the premium of \$18,134.00 was per doctor. Mr. Betts reiterated that they were a \$5 billion new company. He said they were marketing this product in Florida because they wanted to give Florida doctors the opportunity to save money on medical malpractice insurance. Mr. Betts also told me he could bind coverage within two days and that we could cancel out our existing policy. I asked Mr. Betts if it was possible to add both doctors to one policy. He said he did not know, but later he faxed me a payment schedule and on the cover sheet, Mr. Betts stated, "I have combined the two premiums but you will have separate policies." I called Kristi at Gracy Baker Insurance Agency in Boca Raton, Florida. They belong to the Medical Society of Florida, and so we value their input. I asked Kristi to check them out, but I have not heard back from her yet. I attempted to call the Oregon Insurance Commissioner but I was not successful. I am now aware that First Actual American Insurance Company is not an authorized entity in Florida. Thank goodness we did not purchase this insurance. Had we bought this medical malpractice policy, this could have put Dr. Millan's practice at grave risk as he is a very well respected neurologist.

**People who should always know how to contact me if my address or phone number should change:**

AFFIANT HAS READ THE ABOVE STATEMENT CONSISTING OF 3 PAGE(S) AND DECLARES AT THIS TIME THE EVENTS AS STATED ARE CLEAR IN HIS (OR HER) MIND AND THAT THE STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF HIS (OR HER) KNOWLEDGE AND BELIEF. AFFIANT IS WILLING (IS NOT WILLING) TO APPEAR AT A HEARING.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 5<sup>th</sup> DAY OF March 2003, BY Michele A. Sohne WHO PRODUCED FL Drivers License  
(AFFIANT) ~~XXXXXXXXXX~~

FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.

Michele A. Sohne  
(AFFIANT'S SIGNATURE)

Subscribed and sworn to before  
me this 5th day of March 2003  
Christopher G. McGuire  
Notary Public, State of Florida at Large  
My Commission expires:  
Certificate #:

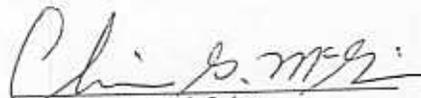


Christopher G. McGuire  
MY COMMISSION # DD039748 EXPIRES  
July 5, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

STATE OF FLORIDA

COUNTY OF Palm Beach

On this 5<sup>th</sup> day of March 2003, I attest that the preceding or attached documents are true, exact, complete and unaltered copies, given to me by the documents custodian, Michele A. Sohne, consumer. To the best of my knowledge, the photocopied documents are neither a public record nor a publicly recordable document, certified copies of which are available from an official source other than a notary public.



Notary Public  
State of Florida

My commission expires:



Christopher G. McGuire  
MY COMMISSION # DD039748 EXPIRES  
July 5, 2005  
BONDED THRU TROY FAIN INSURANCE INC.

Att: Kristi

6 pages  
Fr: michelle (Dr Millan)  
561-478-9260

Phone: 7604861566

Fax: 7144597091

## Message :

Please send the payments to me Zachary Betts at  
8193 svl box  
victorville California 92392  
if fedexed  
18080 lakeview  
victorville Caifornia 92392

I have combined the two premiums but you will have seperate polociies

From: First Actual American  
zach

To:  
Dr Millan

Date: 2/27/2003

Page(s): 2



First Actual  
American  
Insurance  
Company

PO Box 944 Canby, OR 97013

Toll-free Phone: (877) 876-5131

Fax: (503) 212-9011

Email: [info@FAAIC.com](mailto:info@FAAIC.com)

[www.FAAIC.com](http://www.FAAIC.com)

**MEDICAL MALPRACTICE GENERAL LIABILITY INSURANCE**

**TRUTH-IN-LENDING DISCLOSURE**

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
9% <sup>S</sup>	1,221.01	\$24,100.50	\$25,321.51

Premium for both Dr Millan and Vicente P.A. \$32,134.00 25% down, \$8,033.50, and 8 payments of \$2813.50 and 1 payment of \$2,785.64.

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest
1	5/15/2003	\$24,100.50	\$2,813.50	\$-	\$2,813.50	\$2,572.50	\$241.00
2	6/15/2003	21,528.00	2,813.50	-	2,813.50	2,598.22	215.28
3	7/15/2003	18,929.78	2,813.50	-	2,813.50	2,624.20	189.29
4	8/15/2003	16,305.58	2,813.50	-	2,813.50	2,650.45	163.05
5	9/15/2003	13,655.13	2,813.50	-	2,813.50	2,676.95	136.55
6	10/15/2003	10,978.18	2,813.50	-	2,813.50	2,703.72	109.78
7	11/15/2003	8,274.47	2,813.50	-	2,813.50	2,730.76	82.74
8	12/15/2003	5,543.71	2,813.50	-	2,813.50	2,758.06	55.43
9	1/15/2004	2,785.64	2,813.50	-	2,785.64	2,757.79	27.85

\_\_\_\_\_  
Authorized Signature



**LITTLE SHELL PEMBINA BAND  
OF NORTH DAKOTA 1863**

**INDUSTRIAL DEVELOPMENT COMMISSION**

**CHARTER & LICENSE**

**"FIRST ACTUAL AMERICAN INSURANCE COMPANY"**

*TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS*

PURSUANT TO THE AUTHORITY GRANTED BY THE "LITTLE SHELL PEMBINA BAND" OF NORTH DAKOTA TO THE CHEROKEE INDUSTRIAL DEVELOPMENT COMMISSION "FIRST ACTUAL AMERICAN INSURANCE COMPANY" IN DULY LICENSED AND AUTHORIZED TO CONDUCT INSURANCE SERVICES WITHIN THE JURISDICTION OF THE NATION, WITH FULL POWERS OF THE FOLLOWING CLASSES:

**INSURANCE COMPANY OPERATIONS**

SUBJECT TO THE STATUTORY LAWS AND ORDINANCES OF THE LITTLE SHELL PEMBINA BAND AND THE CHEROKEE INDIAN NATION AND RULES AND REGULATIONS OF THE LITTLE SHELL PEMBINA BAND AND THE CHEROKEE FINANCIAL INSTITUTION, HEALTH AND WELFARE ACT, SELF-DETERMINATION ACT AND THE INDIAN FINANCING ACT, NOW AND HEREINAFTER IN FORCE AND EFFECT.

NOW THEREFORE I THE UNDERSIGNED CHIEF OF THE LITTLE SHELL PEMBINA BAND BY VIRTUE OF THE POWERS VESTED IN ME BY LAW, DO HEREBY ISSUE THIS LICENSE IN TESTIMONY WHEREOF, I HERETO SET MY HAND AND CAUSE TO BE AFFIXED THE GREAT SEAL OF THE LITTLE SHELL PEMBINA BAND OF NORTH DAKOTA.

FILED AT THE LITTLE SHELL PEMBINA  
BAND OF NORTH DAKOTA RESERVATION  
THIS 21<sup>ST</sup> DAY OF JANUARY A. D. 1983

**\*\* CHIEF KARYANCE \*\***

CHIEF OF THE LITTLE SHELL  
PEMBINA BAND OF 1863

*W. C. King*  
CHIEF KARYANCE, CLERK  
AND THE GRAND COUNCIL

FROM :

FAX NO. :

Jun. 21 2002 06:13PM P1



First Actual  
American  
Insurance  
Company

PO Box 944 Canby, OR 97013  
Toll-free Phone: (877) 876-5131  
Fax: (503) 212-9011  
Email: [info@FAAIC.com](mailto:info@FAAIC.com)  
[www.FAAIC.com](http://www.FAAIC.com)

**MEDICAL MALPRACTICE GENERAL LIABILITY INSURANCE**

**Fax Cover**

To Kristi  
Fr: Michele

To: MICHELLE  
Today's Date: 2-28-03  
No. of Pages (including cover): 11

From: FAAIC  
Telephone Number: SEE ABOVE Fax Number: \_\_\_\_\_  
E-Mail Address: \*\*

Message: HERE IS THE INFO YOU REQUESTED - THANK YOU - Z. BETTS FOR: FAAIC  
\_\_\_\_\_  
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First Actual  
American  
Insurance  
Company

PO Box 944 Canby, OR 97013

Toll-free Phone: (877) 876-5131

Fax: (503) 212-9011

Email: [info@FAAIC.com](mailto:info@FAAIC.com)

[www.FAAIC.com](http://www.FAAIC.com)

**HEALTHCARE PROVIDERS  
PROFESSIONAL LIABILITY COVERAGE PART**

**CLAIMS-MADE**

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THIS IS A CLAIMS MADE COVERAGE PART AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO THOSE CLAIMS WHICH ARE THE RESULT OF MEDICAL INCIDENTS HAPPENING ON OR SUBSEQUENT TO THE PRIOR ACTS DATE STATED ON THE CERTIFICATE OF INSURANCE AND WHICH ARE FIRST MADE AGAINST YOU WHILE THIS INSURANCE IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST YOU AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AND EXTENDED REPORTING PERIODS APPLIES. CLAIM EXPENSES SHALL BE IN ADDITION TO THE LIMIT OF THE LIABILITY.

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**I. COVERAGE AGREEMENTS**

Coverage under any of the following coverage agreements apply only if the act, error or omission, including a medical incident, Good Samaritan incident, placement service incidents, or personal injury occurs in or after the date shown on the certificate of insurance and the claim is first made against you before the end of the policy period.

In addition to the limits of liability, we will also pay claim expenses.

**A. PROFESSIONAL LIABILITY**

We will pay all amounts, up to the Professional Liability limit of liability of stated on the certificate of insurance, that you become legally obliged to pay as a result of a professional liability claim arising out of a medical incident by you or by someone whose professional services you are legally responsible.

**B. GOOD SAMARITAN LIABILITY**

We will pay all amounts, up to the Good Samaritan Liability limit of liability stated on the certificate of insurance, that you become legally obligated to pay as a result of a Good Samaritan claim arising out of a Good Samaritan incident.

**C. PERSONAL INJURY LIABILITY**

We will pay all amounts, up to the personal injury Liability limit of liability stated on the certificate of insurance, that you become legally obliged to pay as a result of a personal injury claim arising out of a personal injury.

**D. MALPLACEMENT LIABILITY**

We will pay all amounts, up to the Misplacement Liability limit of liability stated on the certificate of insurance, that you become legally obligated to pay as a result of a malplacement claim arising out of a placement services incident.

## II. COVERAGE EXTENSIONS

Although payment does not arise from claims, we will pay amounts provided by these coverage extensions as follows:

### A. LICENSE PROTECTION

We will pay you up to the License Protection limit of liability stated on the certificate of insurance, for attorney fees incurred by you, for your investigation and defense of complaints. Such complaints must:

1. arise from a license protection incident which occurred on or after the effective date of coverage, and before the expiration date of the policy period stated on the certificate of insurance; and
2. be filed against you with a state or federal administrative agency, licensing or regulatory authority responsible for regulating your professional conduct.

The amount payable for attorney fees will not exceed \$150 per hour.

Included within, and not in addition to, this limit of liability for covered expenses incurred by you as a result of your required attendance at a disciplinary hearing or proceeding. The amount payable for covered expenses will not exceed \$500 per proceeding

In no event shall the amount payable hereunder exceed the per proceeding limit of liability and per policy period License Protection limit of liability shown on the certificate of insurance regardless of the number of you or the number of such proceedings.

You have the right to select your legal defense counsel, but only for the purpose of your defense of complaint(s) and disciplinary hearings or proceedings under this coverage extension.

### B. DEFENDANT EXPENSE BENEFIT

We will pay you up to the Defendant Expense Benefit limit of liability stated on the certificate of insurance, for all covered expenses incurred by you as a result of a covered claim.

These amounts must result from your being required by us or by the defense attorney to attend a trial, hearing or proceeding. In no event shall the amount payable hereunder exceed the per proceeding limit of liability and all proceeding in the aggregate Defendant Expense Benefit limit of liability shown on the certificate of insurance regardless of the number of you or the number of such proceedings.

### C. DEPOSITION REPRESENTATION

We will pay up to the deposition representation limit of liability stated on the certificate of insurance for attorney fees, charged by an attorney we designate, to prepare you for the deposition provided:

1. you receive a subpoena, during the policy period, for documents or testimony arising out of professional services; and
2. you provide us with a copy of the subpoena; and
3. the subpoena arises out of a lawsuit to which you are not a party; and
4. you have not been engaged to provide advice or testimony in connection with the lawsuit, nor have you such advice or testimony in the past.

Any notice you give us of such subpoena shall be deemed notification of a potential claim under the duties in the event of a claim section of this coverage part

### D. ASSAULT

We will pay you up to the Assault limit of liability stated on the certificate of insurance, for:

1. medical expenses you incur, for injury to you; or
2. reimbursement for damage to your personal property

Resulting from an assault on you at your workplace, or while traveling to or from your workplace provided that:

1. such assault occurs during the policy period;
2. you, or someone acting on your behalf, give us written proof of claim and as soon as practicable, under oath if required, and execute authorizations to allow us to obtain copies of all medical documents relating to such assault;
3. you submit to physical examination by a physician(s) selected by us when, and as often as, we may reasonably require;

This coverage does not apply to damage to any mode of transportation used by you to go to and from your workplace, or damage to any business or personal property owned, leased or rented by any other person or business enterprise while in your possession.

This coverage does not apply to any personal property lost or stolen during an assault on you.

#### E. MEDICAL PAYMENTS

We will pay up to the Medical Payments limit liability stated on the certificate of insurance, regardless of fault, for necessary medical expenses caused by an incident, other than a medical incident, provided that:

1. the incident occurs during the policy period;
2. the expenses are incurred or medically ascertained within three (3) year period from the date of the incident;
3. the incident results in injury to a person other than you, while such person is:
  - a. at the named insured's residence or business premises with the permission of the named insured; or
  - b. away from the named insured's residence or business premises provided that the injury arises out of a condition at the named insured's residence or business premises;
4. the injured person(s), or someone acting on their behalf gives us written proof of claim and as soon as practicable, under oath if required, and execute authorizations to allow us to obtain copies of all medical documents relating to such injury;
5. the injured person submits to physical examination by a physician(s) selected by us when, and as often as, we may reasonably require;
6. you are not the injured party.

#### F. FIRST AID

We will pay you up to the First Aid limit of liability stated on the certificate of insurance, amounts for which you voluntarily make payment or incur for first aid rendered to a person, other than you, as a result of injury caused by an incident, other than a medical incident, that occurs during the policy period and that you promptly report to us. The first aid must be provided within a 48-hour period after the injury occurred.

#### G. DAMAGE TO PROPERTY OF OTHERS

We will pay up to the Damage of Property of Others limit of liability stated on the certificate of insurance, for damage that occurs during the policy period and is caused by you to the property of other s provided such damage:

1. was not caused intentionally; and
2. occurred only at the named insured's residence or your workplace.

Within sixty (60) days from the date of damage, you must submit a sworn statement of such loss to you. You must also exhibit that damaged or destroyed property if such property is in your possession of control.

### III. DEFENSE AND SETTLEMENT

We have the right and duty to defend any claim that is a professional liability claim, Good Samaritan claim, personal injury claim or malplacement claim. We will:

- A. do this even if any of the charges of such claim are groundless, false or fraudulent; and
- B. investigate and settle any claim, as we feel appropriate.

Our payment of the applicable limit of liability ends our duty to defend or settle. We have no duty to defend any claims not covered by this coverage part.

### IV. ADDITIONAL DEFINITIONS

For purposes of this coverage part only, words in bold have the meaning set forth below:

**"Assault"** means any willful attempt to inflict physical harm on you by another, which results in injury or damage.

**"Complaint"** means the official documentation required by an entity responsible for regulating your professional conduct to trigger an investigation of you for a license protection incident.

**"Covered Expenses"** means the only expenses for travel, food, lodging, and wage loss. You must provide us with written documentation containing sufficient information and detail to identify you, the time, place and circumstances that resulted in such expenses. You must also identify the court and all parties to the action before the court.

**"Disciplinary Hearing or Proceeding"** means a hearing or professional review conducted by any state or federal administrative agency, licensing or regulatory authority responsible for regulating your professional conduct.

**"Extended Reporting Period"** means the period of time after the policy period for reporting claims due to a medical incident. The medical incident must happen on or after the prior acts date and before the end of the policy period.

**"Injury"** means bodily injury, sickness, disease, mental or emotional distress sustained by a person, or death.

**"License Protection Incident"** means a medical incident, or an event or circumstance arising out of an actual or alleged violation of the standards that govern your profession, leading to a complaint filed against you, charging you with a professional misconduct, incompetence or physical or mental incapacity, and which could result in a disciplinary hearing or proceeding.

**"Good Samaritan Claim"** means a claim arising out of a Good Samaritan incident.

**"Good Samaritan Incident"** means any act, error or omission in your providing professional medical services in a sudden and unforeseen emergency situation for which no remuneration is expected, demanded or received.

**"Malplacement Claim"** means a claim arising out of a placement services incident.

**"Medical Incident"** means any act, error or omission in your providing professional medical services which results injury or damage. Medical Incident does not include a Good Samaritan incident, placement services incident or personal injury.

**"Personal Injury"** means injury arising out of one or more of the following offenses committed in the conduct of your professional services:

1. testimony given at or arising out of inquests;
2. malicious prosecution;
3. false arrest, detention, imprisonment, wrongful entry or eviction or other invasion of the right of private occupancy;
4. libel, slander or other disparaging materials;
5. a violation of an individual's or entity's right to privacy;
6. assault, battery, mental anguish, mental shock or humiliation;
7. misappropriation of advertising ideas, trade secrets, or style of doing business; or
8. infringement of patent, copyright, trademark, trade names, trade dress, service mark, service name, logo, title or slogan.

**"Personal Injury Claim"** means a claim arising out of personal injury.

**"Personal Property"** means your property other than buildings and their appurtenances, consisting of the following:

1. furniture, fixtures, machinery and equipment not permanently installed;
2. all other property, other than real property, owned by you and used in your practice; and
3. merchandise held in storage or for sale, raw materials in process or finished goods, including supplies used in their packing or shipping.

**"Placement Services Incident"** means an act, error or omission arising from your placement services.

**"Professional Liability Claim"** means a claim arising out of a medical incident.

**"Related Claim"** means all claims arising out of a single act, error or omission or arising out of related acts, errors or omissions in the rendering of professional services or placement services.

**"Related acts, errors or omissions"** mean all acts, errors or omissions in the rendering of professional services or placement services that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

**"Retire"** means the complete withdrawal from providing professional services.

**"Supervision"** means you are working under a health-care plan set up by your employer, or by the group with whom you have contracted, to provide health-care services. Only those skills which the employer or group has verified you are qualified to perform will be included in the health-care plan. Supervision requires verification, on a regular basis and by a licensed health-care professional qualified to supervise your professional services, that you are providing your professional services in conformance with the standard of care relevant to your practice location.

**"Totally and Permanently Disabled"** means that you have become so disabled, as a result of injury or disease, as wholly prevented from performing work or engaging in your profession for remuneration or profit. Such a condition must have existed continuously for not less than six (6) months and must be expected to be continuous and permanent.

**"You" or "Your"** means the named insured and, if the named insured is not a natural person:

1. any individual who, during the policy period, is or becomes a partner, officer, director, stockholder-employee, manager, member or employee of the named insured, but only for professional services performed on behalf of the named insured; or
2. any individual who, during the policy period, is or becomes a substitute health care provider that the named insured contracts with, but only for professional services performed on behalf of the named insured; or
3. any individual previously affiliated with the named insured as its partner, officer, director, stockholder-employee, manager, member or employee but only for professional services performed on behalf of the named insured during the course of such employment.

**V. EXCLUSIONS**

We will not defend any claim for, or pay any amounts, including claim expenses, based on, arising out of, or related to:

**A. injury to:**

1. an employee of yours arising out of and in the course of employment by you; or
2. a family member of that employee as a consequence of 1 above; or
3. your family member;

This exclusion applies:

2. to any obligation to share amounts with or repay someone else who must pay amounts because of the injury.

**B. any unemployment, workers' compensation, disability benefits, or other similar law;****C. any of your acts, errors or omissions in your capacity as:**

1. nurse anesthetist, nurse-midwife or midwife;
2. physician, dentist, chiropractor, or podiatrist;
3. self-employed perfusionist;
4. a healthcare student, healthcare aide, home healthcare aide, or dental hygienist, who is not subject to supervision.

**D. any liability that you assume under any contract agreement. This exclusion does not apply to:**

1. liability you assume under any contract with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization; but only for such liability as is attributable to your alleged negligence; or
2. a warranty of fitness or quality of any therapeutic agents or supplies you have furnished or supplied in connection with treatment you have performed;

**E. any liability you have for a business or profession, including consulting services, other than that named on the certificate of insurance;****F. a willful violation of a statute, ordinance or regulation imposing criminal penalties. We will defend any civil suit against you seeking amounts, which would be covered if this exclusion did not apply. In such case, we will pay only claim expenses;****G. injury or damage based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving your owning, using, taking care of, operating, leasing or renting, loading or unloading of patient or property from, transporting patients in, or entrusting to others an auto, mobile equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft which is loaned to the named insured or which is operated for the named insured by its employee, including an employee-owned auto.****H. any injury, or damage:**

1. with respect to which you are also an insured under a Nuclear Energy Liability Policy issued by:
  - a. Nuclear Energy Liability Insurance Association; or
  - b. Mutual Atomic Energy Liability Underwriters; or
  - c. Nuclear Insurance Association of Canada,
2. resulting from the hazardous properties of nuclear material and with respect to which:
  - a. any person, organization or entity is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any of its amendments, or
  - b. you are, or had this policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America or any of its agencies with any person, organization or entity;

3. resulting from the hazardous properties of nuclear material if:
- a. the nuclear material:
    - i) is at any nuclear facility owned or operated by or on your behalf; or
    - ii) has been discharged or dispersed there; or
    - iii) is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf;
  - b. injury or destruction arises out of the furnishing by you of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. If such facility is within the United States of America, its territories, possessions or Canada, this subparagraph 3.b. applies only to injury to or destruction of property at such nuclear facility.
- I. the return or withdrawal of fees or government payments imposed directly upon you; any fines, penalties or sanctions; punitive or exemplary amounts; or the multiplied award, imposed by law;
- J. liability resulting from professional services you provide while your license or certification to practice is suspended, revoked, or no longer valid;
- K. injury or damage you expected or intended, or which a reasonable person would have expected. This exclusion does not apply to injury or damage resulting from the use of reasonable force to protect persons or property;
- L. actual or alleged involvement in any:
  1. federal or state anti-trust law violation; or
  2. agreement or conspiracy to restrain trade.

This exclusion does not apply to claims arising from your activity as a member of any committee, panel, or board which provided underwriting or claims advice or recommendations, provided your activity is within the scope of the committee's, panel's, or board's established guidelines;
- M. any loss, cost or expense:
  1. which would not have been happened in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
  2. arising out of any:
    - a. claim or suit by or on behalf of a governmental authority for amounts because of testing for monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the affects of pollutants; or
    - b. request, demand or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify neutralize, or in any way respond to, or assess the effect of pollutants;
- N. any act, error omission, including a medical incident, Good Samaritan incident, placement services incident or personal injury:
  1. that happened:
    - a. before the prior acts date; or
    - b. after the prior acts date if, on the inception date of this policy, you knew or had been told that it would result in a claim; or
  2. which on the inception date of this policy
    - a. is the subject of a reported medical incident, ,Good Samaritan incident, placement services incident; or
    - b. pending claim or proceeding; or
    - c. is a paid claim
- O. any direct or consequential injury or damage arising out of any:
  1. refusal to employ; or
  2. termination of employment; or

3. coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, acts or omissions;

P. any act of sexual intimacy, sexual molestation or sexual assault. We shall provide you with a defense of such claim unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against you;

Q. any loss, cost or expense arising out of or relating to, or involving the actual, alleged or threatened exposure at any time to asbestos; or that may be awarded or incurred:

1. by reason of a claim or suit relating to asbestos; or
2. in complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of asbestos.

#### IV. LIMIT OF LIABILITY

##### A. Each Claim

The limits of liability stated on the certificate of insurance as applicable to "all claims in the aggregate" means that our liability shall not exceed such stated amount.

##### B. Aggregate

Subject to provision A. above, limits of liability stated on the certificate of insurance as applicable to "all claims in the aggregate" means that our liability shall not exceed such stated amount.

##### C. Claim Expenses

Claim expenses are addition to our limits of liability.

##### D. Multiple Insureds, Claims and Claimants

The limits of liability shown on the certificate of insurance is the maximum amount we will pay regardless of the number of you insured under this Coverage part, claims made or persons or entities making claims.

##### E. Related Claims

F. If related claims are made against you and reported to us under this Policy or any renewal of this Policy, all such related claims shall be considered a single claim first made and reported to us within the policy period in which the earliest of the related claims was first made and reported to us.

#### VII. DUTIES IN THE EVENT OF A CLAIM

A. The named insured must notify us, or our program administrator, in writing, during the Policy period or any renewal Policy period, of any:

1. claim made against you during the policy period; or
2. notice, advice, or threat, whether written or verbal, that any person or organization intends to hold you responsible for any alleged breach of duty or other act, error or omission.

B. If during the Policy period, you gave us notice of an act, error or omission, including medical incidents, Good Samaritan incidents, placement services incidents, or personal injury detailing:

1. the specific act, error or omission;
2. the dates and persons involved;
3. the identity of anticipated or possible claimants; and
4. the circumstances by which first became aware of the possible claim,

then, any claim that is both made against you and reported to us during any renewal policy period, and that arises out of such act, error or omission, shall be deemed to have been made at the time such written notice was given to us.

#### VII. EXTENDED REPORTING PERIOD COVERAGE

If this policy is cancelled or non-renewed, by either us or by the named insured, then the named insured shall have the right to an extended reporting period as follows:

##### A. Automatic & Optional Extended Reporting Period

1. We will provide to the named insured, at no additional premium, an automatic extended reporting period, for the purpose of reporting a claim, which begins at the termination of the policy period. This automatic extended reporting period will terminate after sixty (60) days.
2. If the named insured writes to us within sixty (60) days of the termination telling us that the named insured wants an extended reporting period beyond the automatic sixty days, and pays the premium to us promptly when due, the period of time allowed by the policy for the reporting of claims to us shall be extended in accordance with the rules, rates and rating plans in effect for us. Once paid, the premium for this option is non-refundable and considered fully earned.
3. Such extension for the reporting of claims shall not apply to:
  - a. any pending claims or proceedings; or
  - b. any paid claims; or
  - c. professional services rendered after the termination of this policy; or
  - d. any errors, acts, omissions or medical incidents that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the limit of liability, applicable to such errors, acts, omissions or medical incidents.
4. The first sixty (60) days of the optional extended reporting period, if it is purchased, shall run concurrently with the automatic extended reporting period.

##### B. Death, Disability or Retirement Extended Reporting Period

1. If the named insured is a natural person, and during the policy period, the named insured dies, or becomes totally and permanently disabled, we will provide this extended reporting period coverage at no additional premium. For instances of death or disability, named insured or named insured's estate must, within sixty (60) days after the end of this policy period:
  - a. write us telling us the coverage is desired; and
  - b. provide written proof of the date of named insured's death; or
  - c. provide written proof that the named insured is totally and permanently disabled, including the date it happened, certified by named insured's attending physician; and
  - d. agree to submit to medical examination(s) by any physician(s) we designate, if requested.
2. We will provide this extended reporting period coverage at no additional premium in the named insured is a natural person, and during the policy period, the named insured retires, and is either:
  - a. 55 years of age or older and has been insured by us for at least five (5) years of claims-made coverage; or
  - b. has been insured by us for at least ten (10) years of claims-made coverage.

C. Our limit of liability for all claims reported during the extended reporting period shall be part of, and not in addition to, the limits of liability for the policy period as set forth on the certificate of insurance. The extended reporting period does not extend the policy period, change the scope of coverage provided, or increase the limits of liability.

D. There is no right to any extended reporting period if we cancel or refuse to renew this policy due to any of the following:

1. non-payment of premium; or
2. non-compliance by named insured with any of the terms and conditions of the policy; or
3. any misrepresentation or omission in the application for this policy.



# Federal Register

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Friday,  
July 12, 2002

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Part IV

## Department of the Interior

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Bureau of Indian Affairs

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Indian Entities Recognized and Eligible  
To Receive Services From the United  
States Bureau of Indian Affairs; Notice

EXHIBIT

B

## DEPARTMENT OF THE INTERIOR

## Bureau of Indian Affairs

## Indian Entities Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice.

**SUMMARY:** Notice is hereby given of the current list of 562 tribal entities recognized and eligible for funding and services from the Bureau of Indian Affairs by virtue of their status as Indian tribes. This notice is published pursuant to Section 104 of the Act of November 2, 1994 (Pub. L. 103-454; 108 Stat. 4791, 4792).

**FOR FURTHER INFORMATION CONTACT:** Daisy West, Bureau of Indian Affairs, Division of Tribal Government Services, MS-4631-MIB, 1849 C Street, NW, Washington, D.C. 20240. Telephone number: (202) 208-2475-513-7626

**SUPPLEMENTARY INFORMATION:** This notice is published in exercise of authority delegated to the Assistant Secretary—Indian Affairs under 25 U.S.C. 2 and 9 and 209 DM 8.

Published below is a list of federally acknowledged tribes in the contiguous 48 states and in Alaska. The list is updated from the notice published on March 13, 2000 (65 FR 13298). Six tribal entities have been added to the list. Three of the six tribes became newly recognized since the last publication. The other three tribes were omitted from earlier Federal Register publications of the Tribal Entities List. The Shawnee Tribe and the Graton Rancheria, were recognized under Titles 7 and 14 of the Act of December 27, 2000, Pub. L. 106-568, 114 Stat. 2868. The Cowlitz Indian Tribe was acknowledged under 25 CFR part 83. The final determination for federal acknowledgment became effective on January 4, 2002. The Assistant Secretary—Indian Affairs reaffirmed the formal recognition of the King Salmon Tribe, the Shoonaq' Tribe of Kodiak, and the Lower Lake Rancheria, on December 29, 2000. The reaffirmation acknowledged that an administrative oversight had occurred and that three tribes had been omitted from the Federal Register list of entities recognized and eligible to receive services from the United States Bureau of Indian Affairs.

Several tribes have also made changes to their tribal name. Most of the name changes are minor in nature, except for the California Valley Miwok Tribe (formerly the Sheep Ranch Rancheria). To aid in identifying tribal name

changes, the tribe's former name is included with the new tribal name. We will continue to list the tribe's former name for several years before dropping the former name from the list. We have also made several corrections. To aid in identifying corrections, the tribe's previously listed name is included with the tribal name.

The listed entities are acknowledged to have the immunities and privileges available to other federally acknowledged Indian tribes by virtue of their government-to-government relationship with the United States as well as the responsibilities, powers, limitations and obligations of such tribes. We have continued the practice of listing the Alaska Native entities separately solely for the purpose of facilitating identification of them and reference to them given the large number of complex Native names.

Dated: July 1, 2002.

Neal A. McCaleb,  
Assistant Secretary—Indian Affairs.

**Indian Tribal Entities Within the Contiguous 48 States Recognized and Eligible To Receive Services From the United States Bureau of Indian Affairs**

- Absentee-Shawnee Tribe of Indians of Oklahoma
- Agua Caliente Band of Cahuilla Indians of the Agua Caliente Indian Reservation, California
- Ak Chin Indian Community of the Maricopa (Ak Chin) Indian Reservation, Arizona
- Alabama-Coushatta Tribes of Texas
- Alabama-Quassarte Tribal Town, Oklahoma
- Alturas Indian Rancheria, California
- Apache Tribe of Oklahoma
- Arapahoe Tribe of the Wind River Reservation, Wyoming
- Aroostook Band of Micmac Indians of Maine
- Assiniboine and Sioux Tribes of the Fort Peck Indian Reservation, Montana
- Augustine Band of Cahuilla Mission Indians of the Augustine Reservation, California
- Bad River Band of the Lake Superior Tribe of Chippewa Indians of the Bad River Reservation, Wisconsin
- Bay Mills Indian Community, Michigan (previously listed as the Bay Mills Indian Community of the Sault Ste. Marie Band of Chippewa Indians, Bay Mills Reservation, Michigan)
- Bear River Band of the Rohnerville Rancheria, California
- Berry Creek Rancheria of Maidu Indians of California
- Big Lagoon Rancheria, California
- Big Pine Band of Owens Valley Paiute Shoshone Indians of the Big Pine Reservation, California
- Big Sandy Rancheria of Mono Indians of California
- Big Valley Band of Pomo Indians of the Big Valley Rancheria, California
- Blackfeet Tribe of the Blackfeet Indian Reservation of Montana
- Blue Lake Rancheria, California
- Bridgeport Paiute Indian Colony of California
- Buena Vista Rancheria of Me-Wuk Indians of California
- Burns Paiute Tribe of the Burns Paiute Indian Colony of Oregon
- Cabazon Band of Cahuilla Mission Indians of the Cabazon Reservation, California
- Cachil DeHe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California
- Caddo Indian Tribe of Oklahoma
- Cahuilla Band of Mission Indians of the Cahuilla Reservation, California
- Cahto Indian Tribe of the Laytonville Rancheria, California
- California Valley Miwok Tribe, California (formerly the Sheep Ranch Rancheria of Me-Wuk Indians of California)
- Campo Band of Diegueno Mission Indians of the Campo Indian Reservation, California
- Capitan Grande Band of Diegueno Mission Indians of California: Barona Group of Capitan Grande Band of Mission Indians of the Barona Reservation, California
- Viejas (Baron Long) Group of Capitan Grande Band of Mission Indians of the Viejas Reservation, California
- Catawba Indian Nation (aka Catawba Tribe of South Carolina)
- Cayuga Nation of New York
- Cedarville Rancheria, California
- Chemehuevi Indian Tribe of the Chemehuevi Reservation, California
- Cher-Ae Heights Indian Community of the Trinidad Rancheria, California
- Cherokee Nation, Oklahoma
- Cheyenne-Arapaho Tribes of Oklahoma
- Cheyenne River Sioux Tribe of the Cheyenne River Reservation, South Dakota
- Chickasaw Nation, Oklahoma
- Chicken Ranch Rancheria of Me-Wuk Indians of California
- Chippewa-Cree Indians of the Rocky Boy's Reservation, Montana
- Chitimacha Tribe of Louisiana
- Choctaw Nation of Oklahoma
- Citizen Potawatomi Nation, Oklahoma
- Cloverdale Rancheria of Pomo Indians of California
- Cocopah Tribe of Arizona
- Coeur D'Alene Tribe of the Coeur D'Alene Reservation, Idaho
- Cold Springs Rancheria of Mono Indians of California
- Colorado River Indian Tribes of the Colorado River Indian Reservation, Arizona and California

- Comanche Nation, Oklahoma (formerly the Comanche Indian Tribe)
- Confederated Salish & Kootenai Tribes of the Flathead Reservation, Montana
- Confederated Tribes of the Chehalis Reservation, Washington
- Confederated Tribes of the Colville Reservation, Washington
- Confederated Tribes of the Coos, Lower Umpqua and Siuslaw Indians of Oregon
- Confederated Tribes of the Goshute Reservation, Nevada and Utah
- Confederated Tribes of the Grand Ronde Community of Oregon
- Confederated Tribes of the Siletz Reservation, Oregon
- Confederated Tribes of the Umatilla Reservation, Oregon
- Confederated Tribes of the Warm Springs Reservation of Oregon
- Confederated Tribes and Bands of the Yakama Nation, Washington (formerly the Confederated Tribes and Bands of the Yakama Indian Nation of the Yakama Reservation)
- Coquille Tribe of Oregon
- Cortina Indian Rancheria of Wintun Indians of California
- Coushatta Tribe of Louisiana
- Cow Creek Band of Umpqua Indians of Oregon
- Cowlitz Indian Tribe, Washington
- Coyote Valley Band of Pomo Indians of California
- Crow Tribe of Montana
- Crow Creek Sioux Tribe of the Crow Creek Reservation, South Dakota
- Cuyapaipe Community of Diegueno Mission Indians of the Cuyapaipe Reservation, California
- Death Valley Timbi-Sha Shoshone Band of California
- Delaware Nation, Oklahoma (formerly the Delaware Tribe of Western Oklahoma)
- Delaware Tribe of Indians, Oklahoma
- Dry Creek Rancheria of Pomo Indians of California
- Duckwater Shoshone Tribe of the Duckwater Reservation, Nevada
- Eastern Band of Cherokee Indians of North Carolina
- Eastern Shawnee Tribe of Oklahoma
- Elem Indian Colony of Pomo Indians of the Sulphur Bank Rancheria, California
- Elk Valley Rancheria, California
- Ely Shoshone Tribe of Nevada
- Enterprise Rancheria of Maidu Indians of California
- Flandreau Santee Sioux Tribe of South Dakota
- Forest County Potawatomi Community, Wisconsin (previously listed as the Forest County Potawatomi Community of Wisconsin Potawatomi Indians, Wisconsin)
- Fort Belknap Indian Community of the Fort Belknap Reservation of Montana
- Fort Bidwell Indian Community of the Fort Bidwell Reservation of California
- Fort Independence Indian Community of Paiute Indians of the Fort Independence Reservation, California
- Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon
- Fort McDowell Yavapai Nation, Arizona (formerly the Fort McDowell Mohave-Apache Community of the Fort McDowell Indian Reservation)
- Fort Mojave Indian Tribe of Arizona, California & Nevada
- Fort Sill Apache Tribe of Oklahoma
- Gila River Indian Community of the Gila River Indian Reservation, Arizona
- Grand Traverse Band of Ottawa and Chippewa Indians, Michigan (previously listed as the Grand Traverse Band of Ottawa & Chippewa Indians of Michigan)
- Graton Rancheria, California
- Greenville Rancheria of Maidu Indians of California
- Grindstone Indian Rancheria of Wintun-Wailaki Indians of California
- Guidiville Rancheria of California
- Hannahville Indian Community, Michigan (previously listed as the Hannahville Indian Community of Wisconsin Potawatomi Indians of Michigan)
- Havasupai Tribe of the Havasupai Reservation, Arizona
- Ho-Chunk Nation of Wisconsin (formerly the Wisconsin Winnebago Tribe)
- Hoh Indian Tribe of the Hoh Indian Reservation, Washington
- Hoopa Valley Tribe, California
- Hopi Tribe of Arizona
- Hopland Band of Pomo Indians of the Hopland Rancheria, California
- Houlton Band of Maliseet Indians of Maine
- Hualapai Indian Tribe of the Hualapai Indian Reservation, Arizona
- Huron Potawatomi, Inc., Michigan
- Inaja Band of Diegueno Mission Indians of the Inaja and Cosmit Reservation, California
- Ione Band of Miwok Indians of California
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Jackson Rancheria of Me-Wuk Indians of California
- Jamestown S'Klallam Tribe of Washington
- Jamul Indian Village of California
- Jena Band of Choctaw Indians, Louisiana
- Jicarilla Apache Nation, New Mexico (formerly the Jicarilla Apache Tribe of the Jicarilla Apache Indian Reservation)
- Kaibab Band of Paiute Indians of the Kaibab Indian Reservation, Arizona
- Kalispel Indian Community of the Kalispel Reservation, Washington
- Karuk Tribe of California
- Kashia Band of Pomo Indians of the Stewarts Point Rancheria, California
- Kaw Nation, Oklahoma
- Keweenaw Bay Indian Community, Michigan (previously listed as the Keweenaw Bay Indian Community of L'Anse and Ontonagon Bands of Chippewa Indians of the L'Anse Reservation, Michigan)
- Kialegee Tribal Town, Oklahoma
- Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas
- Kickapoo Tribe of Oklahoma
- Kickapoo Traditional Tribe of Texas
- Kiowa Indian Tribe of Oklahoma
- Klamath Indian Tribe of Oregon
- Kootenai Tribe of Idaho
- La Jolla Band of Luiseno Mission Indians of the La Jolla Reservation, California
- La Posta Band of Diegueno Mission Indians of the La Posta Indian Reservation, California
- Lac Courte Oreilles Band of Lake Superior Chippewa Indians of Wisconsin (previously listed as the Lac Courte Oreilles Band of Lake Superior Chippewa Indians of the Lac Courte Oreilles Reservation of Wisconsin)
- Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin
- Lac Vieux Desert Band of Lake Superior Chippewa Indians, Michigan (previously listed as the Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan)
- Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, Nevada
- Little River Band of Ottawa Indians, Michigan (previously listed as the Little River Band of Ottawa Indians of Michigan)
- Little Traverse Bay Bands of Odawa Indians, Michigan (previously listed as the Little Traverse Bay Bands of Odawa Indians of Michigan)
- Lower Lake Rancheria, California
- Los Coyotes Band of Cahuilla Mission Indians of the Los Coyotes Reservation, California
- Lovelock Paiute Tribe of the Lovelock Indian Colony, Nevada
- Lower Brule Sioux Tribe of the Lower Brule Reservation, South Dakota
- Lower Elwha Tribal Community of the Lower Elwha Reservation, Washington
- Lower Sioux Indian Community in the State of Minnesota (previously listed as the Lower Sioux Indian Community of Minnesota)
- Mdewakanton Sioux Indians of the Lower Sioux Reservation in Minnesota)

- Lummi Tribe of the Lummi Reservation, Washington
- Lytton Rancheria of California
- Makah Indian Tribe of the Makah Indian Reservation, Washington
- Manchester Band of Pomo Indians of the Manchester-Point Arena Rancheria, California
- Manzanita Band of Diegueno Mission Indians of the Manzanita Reservation, California
- Mashantucket Pequot Tribe of Connecticut
- Match-e-be-nash-she-wish Band of Pottawatomis Indians of Michigan
- Mechoopda Indian Tribe of Chico Rancheria, California
- Menominee Indian Tribe of Wisconsin
- Mesa Grande Band of Diegueno Mission Indians of the Mesa Grande Reservation, California
- Mescalero Apache Tribe of the Mescalero Reservation, New Mexico
- Miami Tribe of Oklahoma
- Miccosukee Tribe of Indians of Florida
- Middletown Rancheria of Pomo Indians of California
- Minnesota Chippewa Tribe, Minnesota (Six component reservations: Bois Forte Band (Nett Lake); Fond du Lac Band; Grand Portage Band; Leech Lake Band; Mille Lacs Band; White Earth Band)
- Mississippi Band of Choctaw Indians, Mississippi
- Moapa Band of Paiute Indians of the Moapa River Indian Reservation, Nevada
- Modoc Tribe of Oklahoma
- Mohegan Indian Tribe of Connecticut
- Mooretown Rancheria of Maidu Indians of California
- Morongo Band of Cahuilla Mission Indians of the Morongo Reservation, California
- Muckleshoot Indian Tribe of the Muckleshoot Reservation, Washington
- Muscogee (Creek) Nation, Oklahoma
- Narragansett Indian Tribe of Rhode Island
- Navajo Nation, Arizona, New Mexico & Utah
- Nez Perce Tribe of Idaho
- Nisqually Indian Tribe of the Nisqually Reservation, Washington
- Nooksack Indian Tribe of Washington
- Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana
- Northfork Rancheria of Mono Indians of California
- Northwestern Band of Shoshoni Nation of Utah (Washakie)
- Oglala Sioux Tribe of the Pine Ridge Reservation, South Dakota
- Omaha Tribe of Nebraska
- Oneida Nation of New York
- Oneida Tribe of Indians of Wisconsin (previously listed as the Oneida Tribe of Wisconsin)
- Onondaga Nation of New York
- Osage Tribe, Oklahoma
- Ottawa Tribe of Oklahoma
- Otoe-Missouria Tribe of Indians, Oklahoma
- Paiute Indian Tribe of Utah (Cedar City Band of Paiutes, Kanosh Band of Paiutes, Koosharem Band of Paiutes, Indian Peaks Band of Paiutes, and Shivwits Band of Paiutes)
- Paiute-Shoshone Indians of the Bishop Community of the Bishop Colony, California
- Paiute-Shoshone Tribe of the Fallon Reservation and Colony, Nevada
- Paiute-Shoshone Indians of the Lone Pine Community of the Lone Pine Reservation, California
- Pala Band of Luiseno Mission Indians of the Pala Reservation, California
- Pascua Yaqui Tribe of Arizona
- Paskenta Band of Nomlaki Indians of California
- Passamaquoddy Tribe of Maine
- Pauma Band of Luiseno Mission Indians of the Pauma & Yuima Reservation, California
- Pawnee Nation of Oklahoma
- Pechanga Band of Luiseno Mission Indians of the Pechanga Reservation, California
- Penobscot Tribe of Maine
- Peoria Tribe of Indians of Oklahoma
- Picayune Rancheria of Chukchansi Indians of California
- Pinoleville Rancheria of Pomo Indians of California
- Pit River Tribe, California (includes Big Bend, Lookout, Montgomery Creek & Roaring Creek Rancheries & XL Ranch)
- Poarch Band of Creek Indians of Alabama
- Pokagon Band of Potawatomi Indians, Michigan and Indiana (previously listed as the Pokagon Band of Potawatomi Indians of Michigan)
- Ponca Tribe of Indians of Oklahoma
- Ponca Tribe of Nebraska
- Port Gamble Indian Community of the Port Gamble Reservation, Washington
- Potter Valley Rancheria of Pomo Indians of California
- Prairie Band of Potawatomi Nation, Kansas (formerly the Prairie Band of Potawatomi Indians)
- Prairie Island Indian Community in the State of Minnesota (previously listed as the Prairie Island Indian Community of Minnesota)
- Mdewakanton Sioux Indians of the Prairie Island Reservation, Minnesota)
- Pueblo of Acoma, New Mexico
- Pueblo of Cochiti, New Mexico
- Pueblo of Jemez, New Mexico
- Pueblo of Isleta, New Mexico
- Pueblo of Laguna, New Mexico
- Pueblo of Nambe, New Mexico
- Pueblo of Picuris, New Mexico
- Pueblo of Pojoaque, New Mexico
- Pueblo of San Felipe, New Mexico
- Pueblo of San Juan, New Mexico
- Pueblo of San Ildefonso, New Mexico
- Pueblo of Sandia, New Mexico
- Pueblo of Santa Ana, New Mexico
- Pueblo of Santa Clara, New Mexico
- Pueblo of Santo Domingo, New Mexico
- Pueblo of Taos, New Mexico
- Pueblo of Tesuque, New Mexico
- Pueblo of Zia, New Mexico
- Puyallup Tribe of the Puyallup Reservation, Washington
- Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada
- Quapaw Tribe of Indians, Oklahoma
- Quartz Valley Indian Community of the Quartz Valley Reservation of California
- Quechan Tribe of the Fort Yuma Indian Reservation, California & Arizona
- Quileute Tribe of the Quileute Reservation, Washington
- Quinault Tribe of the Quinault Reservation, Washington
- Ramona Band or Village of Cahuilla Mission Indians of California
- Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin
- Red Lake Band of Chippewa Indians, Minnesota (previously listed as the Red Lake Band of Chippewa Indians of the Red Lake Reservation, Minnesota)
- Redding Rancheria, California
- Redwood Valley Rancheria of Pomo Indians of California
- Reno-Sparks Indian Colony, Nevada
- Resighini Rancheria, California (formerly the Coast Indian Community of Yurok Indians of the Resighini Rancheria)
- Rincon Band of Luiseno Mission Indians of the Rincon Reservation, California
- Robinson Rancheria of Pomo Indians of California
- Rosebud Sioux Tribe of the Rosebud Indian Reservation, South Dakota
- Round Valley Indian Tribes of the Round Valley Reservation, California (formerly the Covelo Indian Community)
- Rumsey Indian Rancheria of Wintun Indians of California
- Sac & Fox Tribe of the Mississippi in Iowa
- Sac & Fox Nation of Missouri in Kansas and Nebraska
- Sac & Fox Nation, Oklahoma
- Saginaw Chippewa Indian Tribe of Michigan (previously listed as the Saginaw Chippewa Indian Tribe of Michigan, Isabella Reservation)
- St. Croix Chippewa Indians of Wisconsin (previously listed as the St. Croix Chippewa Indians of Wisconsin, St. Croix Reservation)
- St. Regis Band of Mohawk Indians of New York

- Salt River Pima-Maricopa Indian Community of the Salt River Reservation, Arizona
- Samish Indian Tribe, Washington
- San Carlos Apache Tribe of the San Carlos Reservation, Arizona
- San Juan Southern Paiute Tribe of Arizona
- San Manual Band of Serrano Mission Indians of the San Manual Reservation, California
- San Pasqual Band of Diegueno Mission Indians of California
- Santa Rosa Indian Community of the Santa Rosa Rancheria, California
- Santa Rosa Band of Cahuilla Mission Indians of the Santa Rosa Reservation, California
- Santa Ynez Band of Chumash Mission Indians of the Santa Ynez Reservation, California
- Santa Ysabel Band of Diegueno Mission Indians of the Santa Ysabel Reservation, California
- Santee Sioux Tribe of the Santee Reservation of Nebraska
- Sauk-Suiattle Indian Tribe of Washington
- Sault Ste. Marie Tribe of Chippewa Indians of Michigan
- Scotts Valley Band of Pomo Indians of California
- Seminole Nation of Oklahoma
- Seminole Tribe of Florida, Dania, Big Cypress, Brighton, Hollywood & Tampa Reservations
- Seneca Nation of New York
- Seneca-Cayuga Tribe of Oklahoma
- Shakopee Mdewakanton Sioux Community of Minnesota (previously listed as the Shakopee Mdewakanton Sioux Community of Minnesota (Prior Lake))
- Shawnee Tribe, Oklahoma
- Sherwood Valley Rancheria of Pomo Indians of California
- Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California
- Shoalwater Bay Tribe of the Shoalwater Bay Indian Reservation, Washington
- Shoshone Tribe of the Wind River Reservation, Wyoming
- Shoshone-Bannock Tribes of the Fort Hall Reservation of Idaho
- Shoshone-Paiute Tribes of the Duck Valley Reservation, Nevada
- Sisseton-Wahpeton Sioux Tribe of the Lake Traverse Reservation, South Dakota
- Skokomish Indian Tribe of the Skokomish Reservation, Washington
- Skull Valley Band of Goshute Indians of Utah
- Smith River Rancheria, California
- Snoqualmie Tribe, Washington
- Soboba Band of Luiseno Indians, California (formerly the Soboba Band of Luiseno Mission Indians of the Soboba Reservation)
- Sokaogon Chippewa Community, Wisconsin (previously listed as the Sokaogon Chippewa Community of the Mole Lake Band of Chippewa Indians, Wisconsin)
- Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado
- Spirit Lake Tribe, North Dakota
- Spokane Tribe of the Spokane Reservation, Washington
- Squaxin Island Tribe of the Squaxin Island Reservation, Washington
- Standing Rock Sioux Tribe of North & South Dakota
- Stockbridge Munsee Community, Wisconsin (previously listed as the Stockbridge-Munsee Community of Mohican Indians of Wisconsin)
- Stillaguamish Tribe of Washington
- Summit Lake Paiute Tribe of Nevada
- Suquamish Indian Tribe of the Port Madison Reservation, Washington
- Susanville Indian Rancheria, California
- Swinomish Indians of the Swinomish Reservation, Washington
- Sycuan Band of Diegueno Mission Indians of California
- Table Bluff Reservation—Wiyot Tribe, California
- Table Mountain Rancheria of California
- Te-Moak Tribe of Western Shoshone Indians of Nevada (Four constituent bands: Battle Mountain Band; Elko Band; South Fork Band and Wells Band)
- Thlopthlocco Tribal Town, Oklahoma
- Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota
- Tohono O'odham Nation of Arizona
- Tonawanda Band of Seneca Indians of New York
- Tonkawa Tribe of Indians of Oklahoma
- Tonto Apache Tribe of Arizona
- Torres-Martinez Band of Cahuilla Mission Indians of California
- Tule River Indian Tribe of the Tule River Reservation, California
- Tulalip Tribes of the Tulalip Reservation, Washington
- Tunica-Biloxi Indian Tribe of Louisiana
- Tuolumne Band of Me-Wuk Indians of the Tuolumne Rancheria of California
- Turtle Mountain Band of Chippewa Indians of North Dakota
- Tuscarora Nation of New York
- Twenty-Nine Palms Band of Mission Indians of California (previously listed as the Twenty-Nine Palms Band of Luiseno Mission Indians of California)
- United Auburn Indian Community of the Auburn Rancheria of California
- United Keetoowah Band of Cherokee Indians in Oklahoma (previously listed as the United Keetoowah Band of Cherokee Indians of Oklahoma)
- Upper Lake Band of Pomo Indians of California
- Upper Lake Rancheria of California
- Upper Sioux Community, Minnesota (previously listed as the Upper Sioux Indian Community of the Upper Sioux Reservation, Minnesota)
- Upper Skagit Indian Tribe of Washington
- Ute Indian Tribe of the Uintah & Ouray Reservation, Utah
- Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah
- Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation, California
- Walker River Paiute Tribe of the Walker River Reservation, Nevada
- Wampanoag Tribe of Gay Head (Aquinnah) of Massachusetts
- Washoe Tribe of Nevada & California (Carson Colony, Dresslerville Colony, Woodfords Community, Stewart Community, & Washoe Ranches)
- White Mountain Apache Tribe of the Fort Apache Reservation, Arizona
- Wichita and Affiliated Tribes (Wichita, Keechi, Waco & Tawakonie), Oklahoma
- Winnebago Tribe of Nebraska
- Winnemucca Indian Colony of Nevada
- Wyandotte Tribe of Oklahoma
- Yankton Sioux Tribe of South Dakota
- Yavapai-Apache Nation of the Camp Verde Indian Reservation, Arizona
- Yavapai-Prescott Tribe of the Yavapai Reservation, Arizona
- Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada
- Yomba Shoshone Tribe of the Yomba Reservation, Nevada
- Ysleta Del Sur Pueblo of Texas
- Yurok Tribe of the Yurok Reservation, California
- Zuni Tribe of the Zuni Reservation, New Mexico
- Native Entities Within the State of Alaska Recognized and Eligible to Receive Services From the United States Bureau of Indian Affairs
- Village of Afognak
- Agdaagux Tribe of King Cove
- Native Village of Akhiok
- Akiachak Native Community
- Akiak Native Community
- Native Village of Akutan
- Village of Alakanuk
- Alatna Village
- Native Village of Aleknagik
- Algaaciq Native Village (St. Mary's)
- Allakaket Village
- Native Village of Ambler
- Village of Anaktuvuk Pass
- Yupiit of Andreafski
- Angoon Community Association
- Village of Aniak
- Anvik Village
- Arctic Village (See Native Village of Venetie Tribal Government)
- Asa'carsarmiut Tribe (formerly the Native Village of Mountain Village)
- Native Village of Atka
- Village of Atmautluak

Atkasuk Village (Atkasook)	Inupiat Community of the Arctic Slope	Nome Eskimo Community
Native Village of Barrow Inupiat Traditional Government	Iqurmit Traditional Council (formerly the Native Village of Russian Mission)	Nondalton Village
Beaver Village	Ivanoff Bay Village	Noorvik Native Community
Native Village of Belkofski	Kaguyak Village	Northway Village
Village of Bill Moore's Slough	Organized Village of Kake	Native Village of Nuiqsut (aka Nooiksut)
Birch Creek Tribe	Kaktovik Village (aka Barter Island)	Nulato Village
Native Village of Brevig Mission	Village of Kalskag	Nunakauyarmiut Tribe (formerly the Native Village of Toksook Bay)
Native Village of Buckland	Village of Kaltag	Native Village of Nunapitchuk
Native Village of Cantwell	Native Village of Kanatak	Village of Ohogamiut
Native Village of Chanega (aka Chenega)	Native Village of Karluk	Village of Old Harbor
Chalkyitsik Village	Organized Village of Kasaan	Orutsararmiut Native Village (aka Bethel)
Cheesh-Na Tribe (formerly the Native Village of Chistochina)	Native Village of Kasigluk	Oscarville Traditional Village
Village of Chefornak	Kenaitze Indian Tribe	Native Village of Ouzinkie
Chevak Native Village	Ketchikan Indian Corporation	Native Village of Paimiut
Chickaloon Native Village	Native Village of Kiana	Pauloff Harbor Village
Native Village of Chignik	King Island Native Community	Pedro Bay Village
Native Village of Chignik Lagoon	King Salmon Tribe	Native Village of Perryville
Chignik Lake Village	Native Village of Kipnuk	Petersburg Indian Association
Chilkat Indian Village (Klukwan)	Native Village of Kivalina	Native Village of Pilot Point
Chilkoot Indian Association (Haines)	Klawock Cooperative Association	Pilot Station Traditional Village
Chinik Eskimo Community (Golovin)	Native Village of Kluti Kaah (aka Copper Center)	Native Village of Pitka's Point
Native Village of Chitina	Knik Tribe	Platinum Traditional Village
Native Village of Chuathbaluk (Russian Mission, Kuskokwim)	Native Village of Kobuk	Native Village of Point Hope
Chuloonawick Native Village	Kokhanok Village	Native Village of Point Lay
Circle Native Community	Native Village of Kongiganak	Native Village of Port Graham
Village of Clarks Point (previously listed as the Village of Clark's Point)	Village of Kotlik	Native Village of Port Heiden
Native Village of Council	Native Village of Kotzebue	Native Village of Port Lions
Craig Community Association	Native Village of Koyuk	Portage Creek Village (aka Ohgsenakale)
Village of Crooked Creek	Koyukuk Native Village	Pribilof Islands Aleut Communities of St. Paul & St. George Islands
Curyung Tribal Council (formerly the Native Village of Dillingham)	Organized Village of Kwethluk	Qagan Tayagungin Tribe of Sand Point Village
Native Village of Deering	Native Village of Kwigillingok	Qawalangin Tribe of Unalaska
Native Village of Diomedea (aka Inalik)	Native Village of Kwinhagak (aka Quinhagak)	Rampart Village
Village of Dot Lake	Native Village of Larsen Bay	Village of Red Devil
Douglas Indian Association	Levelock Village	Native Village of Ruby
Native Village of Eagle	Lesnoi Village (aka Woody Island)	Saint George Island (See Pribilof Islands Aleut Communities of St. Paul & St. George Islands)
Native Village of Eek	Lime Village	Native Village of Saint Michael
Egegik Village	Village of Lower Kalskag	Saint Paul Island (See Pribilof Islands Aleut Communities of St. Paul & St. George Islands)
Eklutna Native Village	Manley Hot Springs Village	Village of Salamatoff
Native Village of Ekuk	Manokotak Village	Native Village of Savoonga
Ekwok Village	Native Village of Marshall (aka Fortuna Ledge)	Organized Village of Saxman
Native Village of Elim	Native Village of Mary's Igloo	Native Village of Scammon Bay
Emmonak Village	McGrath Native Village	Native Village of Selawik
Evansville Village (aka Bettles Field)	Native Village of Mekoryuk	Seldovia Village Tribe
Native Village of Eyak (Cordova)	Mentasta Traditional Council	Shageluk Native Village
Native Village of False Pass	Metlakatla Indian Community, Annette Island Reserve	Native Village of Shaktoolik
Native Village of Fort Yukon	Native Village of Minto	Native Village of Sheldon's Point
Native Village of Gakona	Naknek Native Village	Native Village of Shishmaref
Galena Village (aka Loudon Village)	Native Village of Nanwalek (aka English Bay)	Shoonaq' Tribe of Kodiak
Native Village of Gambell	Native Village of Napaimute	Native Village of Shungnak
Native Village of Georgetown	Native Village of Napaskiak	Sitka Tribe of Alaska
Native Village of Goodnews Bay	Native Village of Napaskiak	Skagway Village
Organized Village of Grayling (aka Holikachuk)	Native Village of Nelson Lagoon	Village of Sleetmute
Gulkana Village	Nenana Native Association	Village of Solomon
Native Village of Hamilton	New Koliganek Village Council (formerly the Koliganek Village)	South Naknek Village
Healy Lake Village	New Stuyahok Village	Stebbins Community Association
Holy Cross Village	Newhalen Village	Native Village of Stevens
Hoonah Indian Association	Newtok Village	Village of Stony River
Native Village of Hooper Bay	Native Village of Nightmute	Takotna Village
Hughes Village	Nikolai Village	Native Village of Tanacross
Huslia Village	Native Village of Nikolski	Native Village of Tanana
Hydaburg Cooperative Association	Ninilchik Village	Native Village of Tatitlek
Igiugig Village	Native Village of Nostak	
Village of Iliamna		

Native Village of Tazlina  
Telida Village  
Native Village of Teller  
Native Village of Tetlin  
Central Council of the Tlingit & Haida  
Indian Tribes  
Traditional Village of Togiak  
Tuluksak Native Community  
Native Village of Tuntutuliak  
Native Village of Tununak

Twin Hills Village  
Native Village of Tyonek  
Ugashik Village  
Umkumiute Native Village  
Native Village of Unalakleet  
Native Village of Unga  
Village of Venetie (See Native Village of  
Venetie Tribal Government)

Native Village of Venetie Tribal  
Government (Arctic Village and  
Village of Venetie)  
Village of Wainwright  
Native Village of Wales  
Native Village of White Mountain  
Wrangell Cooperative Association  
Yakutat Tlingit Tribe  
[FR Doc. 02-17508 Filed 7-11-02; 8:45 am]  
BILLING CODE 4310-4J-P

# State of Florida



## Department of Financial Services Tallahassee, Florida

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that the attached affidavit of Dr. Sudhir K. Nayer is a true and correct copy of the official records on file and maintained in the regular course of business at the Department of Financial Services.



IN TESTIMONY WHEREOF, I hereto subscribe my name, and affix the Seal of my Office, at Tallahassee, the day and year first above written.

*Tom Zallo*

Chief Financial Officer

EXHIBIT

tabbies\*

C

STATE OF FLORIDA      AFFIDAVIT      COUNTY OF St. Lucie

NAME Dr. Sudhir K. Naver I AM A Male DOB \_\_\_\_\_ Driv Lic: \_\_\_\_\_  
RESIDENCE ADDRESS: \_\_\_\_\_  
BUSINESS ADDRESS: 8501 S. Federal Highway, #10, Port St. Lucie, FL 33492  
EMPLOYER'S NAME: Self-employed \_\_\_\_\_ OCCUPATION: Doctor  
RESIDENCE PHONE \_\_\_\_\_ BUSINESS PHONE(772) 879-0008

PAGE 1 OF 2

RE: First Actual American Insurance Company

On or about March 3, 2003, our office received a three-page advertisement sent to us via facsimile. The top of the advertisement was embossed with the name "FAAIC" and it also stated they were saving doctors 30% to 50% off current insurance premiums for medical malpractice insurance premiums. The advertisement instructed us that in order to receive a quote, we were to provide the following: Doctor's name, address, telephone, contact name, fax, e-mail, specialty, specialties surgery performed, evidence of current liability coverage, current annual premium and number of claims incurred in the past five years. The materials also referenced First Actual American Insurance Company in Canby, Oregon with an address of: P.O. Box 944, Canby, Oregon 97013. The phone number referenced was 877-876-5131. I am pleased with my existing medical malpractice insurance, and I was not interested in pursuing a new insurance policy, so I did not contact the company.

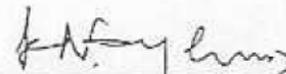
People who should always know how to contact me if my address or phone number should change:

Page 2 of 2 (Dr. Sudhir K. Nayer affidavit continued)

AFFIANT HAS READ THE ABOVE STATEMENT CONSISTING OF 2 PAGE(S) AND DECLARES AT THIS TIME THE EVENTS AS STATED ARE CLEAR IN HIS (OR HER) MIND AND THAT THE STATEMENTS ARE TRUE AND CORRECT TO THE BEST OF HIS (OR HER) KNOWLEDGE AND BELIEF. AFFIANT IS WILLING (IS NOT WILLING) TO APPEAR AT A HEARING.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17<sup>th</sup> DAY OF March 2003, BY Dr. Sudhir K. Nayer WHO PRODUCED FL Drivers License  
(AFFIANT)

FOR IDENTIFICATION PURPOSES AND WHO DID TAKE AN OATH.



(AFFIANT'S SIGNATURE)

Subscribed and sworn to before  
me this 17th day of March 2003  
Christopher G. McGuire  
Notary Public, State of Florida at Large  
My Commission expires:  
Certificate #:



Christopher G. McGuire  
MY COMMISSION # DD039748 EXPIRES  
July 5, 2005  
BONDED THRU TROY FAIR INSURANCE, INC

# State of Florida



## Department of Financial Services Tallahassee, Florida

I, the undersigned, Chief Financial Officer of the State of Florida, do hereby certify that the attached affidavit of Laverne Stephens along with marketing materials are true and correct copies of the official records on file and maintained in the regular course of business at the Department of Financial Services.



IN TESTIMONY WHEREOF, I hereto subscribe my name, and affix the Seal of my Office, at Tallahassee, the day and year first above written.

*Tom Zallo*

Chief Financial Officer

EXHIBIT

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D

AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF LEON

The undersigned Affiant is employed in the Unauthorized Entities Section of the Bureau of Market Conduct with the Office of Insurance Regulation. As part of my duties I maintain records of marketing and solicitation materials involving unauthorized entities investigations that I have been assigned. The attached documents to my affidavit are true and accurate copies of materials sent in by Florida consumers who are being solicited to purchase the unauthorized medical malpractice insurance product of an unauthorized entity, known as First Actual American Insurance Company.

I UNDERSTAND THAT I AM SWEARING OR AFFIRMING UNDER OATH.

Dated: June 13, 2003

LaVerne D. Stephens  
Signature of Affiant

Printed name of Affiant: LaVerne D. Stephens  
Business Address: 200 East Gaines Street,  
Tallahassee, Florida 32399  
Business Telephone Number: (850) 413-2486

Sworn to or affirmed and signed before me on 13<sup>th</sup> day of June, 2003 by  
LaVerne D. Stephens, the Affiant.

Ernest O. Ulrich  
Signature of Notary Public

ERNEST O. ULRICH  
[Print, type, or stamp commissioned name of  
notary]

Personally Known  
Produced identification  
Type of identification produced:



# DeGuenther & Associates

P.O. Box 320446  
Tampa, Florida 33679-2446

[medmal@tampabay.rr.com](mailto:medmal@tampabay.rr.com)

**To:** Mr. Sam Binnun  
**Company:** Fla Dept of Ins  
**Phone:** 850-413-2426  
**Fax:** 850-488-4210

**From:** Evette Cheshire  
**Company:** DeGuenther & Associates  
**Phone:** (813) 818-9201  
**Fax:** (813) 818-9401

**Date:** 4/1/03  
**Pages including cover page:** 4  
**Re:** First Actual American Ins Co.



This is what we received from another one of Veronica's physicians.

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION MAY BE STRICTLY PROHIBITED BY LAW. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CALL THE ABOVE NUMBER IMMEDIATELY AND RETURN THE ORIGINAL FAX TO THE ADDRESS ABOVE.

FROM : JANET WUNDERLICH

PHONE NO. : 727 520 885

Mar. 30 2003 09:46PM P2

FROM : THE FIRST FINANCIAL GROUP

FAX NO. :

Mar. 21 2003 06:14PM P1



First Actual American Insurance Company

PO Box 944 Canby, OR 97013  
Toll-free Phone: (877) 876-5131  
Fax: (503) 212-2001  
Email: [Info@FAAIC.com](mailto:Info@FAAIC.com)  
[www.FAAIC.com](http://www.FAAIC.com)



Quote

Today's Date: 3.22.03 Application written by: JH for 1832  
Requested Effective Date: 7-01-03

APPLICANT INFORMATION

Name: Dr. Roy Wunderlich, JR. M.D.  
Address: 8321 9<sup>th</sup> Martin Luther King St. Petersburg, FL 33702  
Telephone Number: 727-822-3812 Fax Number: 727-578-1370  
E-Mail Address: \_\_\_\_\_

Individual  Subchapter "S"  Partnership  Other \_\_\_\_\_  
Doctor's Field of Expertise: General Preventive Medicine

Surgery Performed:  Minor Surgery  Major Surgery  No Surgery Performed  
Practiced Hours:  Full Time (Over 20 hours per week)  
 Part Time (Less than 20 hours per week)  
If OB-GYN, approximately how many deliveries per year? \_\_\_\_\_

GUARANTEED PREMIUM

One-Year Premium: \$8,761.00 Two-Year Premium: \$18,400.00  
Professional Liability Limit: \$1,000,000.00 / \$3,000,000.00

Authorized Signature

FROM : JANET WUNDERLICH PHONE NO. : 727 520 085.  
FROM : THE FIRST FINANCIAL GROUP FAX NO. :

Mar. 30 2003 09:46PM P3  
Mar. 21 2003 05:12PM P1



First Actual  
American  
Insurance  
Company

PO Box 944 Canby, OR 97013  
Toll-free Phone: (877) 876-5131  
Fax: (503) 212-9011  
Email: [info@FAAIC.com](mailto:info@FAAIC.com)



### Fax Cover

To: Dr. Roy Wunderlich, JR. M.D.  
Today's Date: 03/21/03  
No. of Pages (including cover): 2

From: Ken Walker  
Telephone Number: (877) 876-5131 Fax Number: (503) 212-9011  
E-Mail Address: info@faaic.com

Message:

Thank you for your interest in receiving a quote from our company. After you have had time to review the quote and if you are interested in having our company insure your practice, you will need to tell us the date you would like your coverage to become effective, and remit payment along with the Quots attached to this Fax to:

First Actual American Insurance Company  
8193 SVL Box  
Victorville, CA 92392

Please indicate the method of payment you wish to use (please check your choice below):

- Annual premium - No Interest
- Semi-Annual 25% down 2% per-annum interest
- Quarterly 25% down 3% per-annum interest
- Monthly 25% down 9% per-annum interest

You will be Faxed and mailed a binder immediately upon receipt of your payment.

If you have any further questions please include them here or call (877) 876-5131 and leave a message.

Thank you.

Form IR710FAAIC

Revised 1/03

FROM : JANET WUNDERLICH PHONE NO. : 727 528 8851

Mar. 30 2003 09:47PM P4

FROM : THE FIRST FINANCIAL GROUP

FAX NO. :

Mar. 21 2003 06:15PM P1



First Actual American Insurance Company

PO Box 944 Canby, OR 97013  
Toll-free Phone: (877) 876-5131  
Fax: (503) 212-9011  
Email: [info@FAAIC.com](mailto:info@FAAIC.com)  
[www.FAAIC.com](http://www.FAAIC.com)



Quote

Today's Date: 3.22.03 Application written by: JH for 1632  
Requested Effective Date: 7-01-03

APPLICANT INFORMATION

Name: Dr. Roy Wunderlich, JR, M.D.  
Address: 8821 9<sup>th</sup> Martin Luther King St. Petersburg, FL 33702  
Telephone Number: 727-822-3812 Fax Number: 727-578-1370  
E-Mail Address: \_\_\_\_\_

Individual  Subchapter "S"  Partnership  Other \_\_\_\_\_  
Doctor's Field of Expertise: General Preventive Medicine

Surgery Performed:  Minor Surgery  Major Surgery  No Surgery Performed

Practiced Hours:  Full Time (Over 20 hours per week)  
 Part Time (Less than 20 hours per week)

If OB-GYN, approximately how many deliveries per year? \_\_\_\_\_

GUARANTEED PREMIUM

One-Year Premium: \$6,761.00 Two-Year Premium: \$18,400.00

Professional Liability Limit: \$1,000,000.00 / \$3,000,000.00

Authorized Signature

Form IB710FAAIC

Revised 1/03

**EIDSON**  
**INSURANCE**  
*Since 1943*

P. O. Box 540209  
2807 Edgewater Drive  
Orlando, FL 32854-0209  
Phone: (407) 849-0333  
Faxes: Commercial (407) 425-5694  
Life & Health (407) 425-5694  
Personal Lines (407) 872-0842

DATE: 4/3/2003  
TO: Florida Dept of Financial Services  
ATTN: Brian Bogner  
FAX: 850-488-6372  
FROM: Dawn A Bock

# PAGES 14

RE: Fraudulent Medical Malpractice Company Information  
First Actual American Insurance Company

Brian:

Per our earlier conversation I have attached the information on the "insurance compny" listed above. They are soliciting doctors by their website and fax. I obtained information on cease and desist orders from Oregon, Mississippi and Alabama so far off the internet by doing a specific search on the company name.

Hopefully the department can stop doctors from being taken advantage of by the people promoting this company.

Please feel free to contact me if you have any questions. I would appreciate it if you would confirm your receipt of this fax so I'll know it's being forwarded to the proper parties within your department.

Thank you,

Dawn Bock

Insurance Fraud Helpline Form

Specialist's Initials: BTB

Date: 4/3/03  
FAAIC

Type of Fraud: Medical Insurance  
MS. indicated an insurance company, First actual  
American Insurance Company located in Cambee Oregon, is  
operating fraudulently in the State of FL. Company is soliciting  
by Fax and using their website. Caller states the Company  
has a cease-e-desist order from Oregon and has been  
Sanctioned not to conduct Business in Alabama and  
Mississippi - See ATTACHED Documents. I told caller to  
Contact agent-e-agencies investigators via our website.

Subject Name: NA Age: \_\_\_\_\_ Date Of Birth: \_\_\_\_\_  
SS#: NA Address: \_\_\_\_\_

Subject's Home Phone Number: \_\_\_\_\_  
County: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_  
Attorney's Name: \_\_\_\_\_ Attorney's Phone Number: \_\_\_\_\_

Type Of Injury: \_\_\_\_\_

Date Of Injury: \_\_\_\_\_

Where Employed When Injured: \_\_\_\_\_  
Address: \_\_\_\_\_

Work Phone Number: \_\_\_\_\_

Name Of Carrier Paying The Claim: \_\_\_\_\_  
Carrier Phone Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Policy Or Claim #: \_\_\_\_\_

How Does Caller Know This Person? NO

Name Of Caller: \_\_\_\_\_  
Address: \_\_\_\_\_

Caller's Phone Number: \_\_\_\_\_  
Anonymous? \_\_\_\_\_

Fraud Reward Program: Yes \_\_\_\_\_ No

Has this issue been reported previously? NO To whom? \_\_\_\_\_  
Additional Comments: \_\_\_\_\_

Rec'd by  
MES-MKT Card  
Bureau  
4/2/03

Get started today!

**First Actual  
American  
Insurance  
Company**



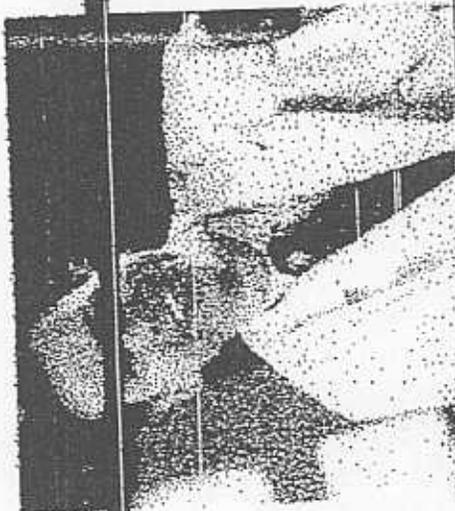
**Minimizing Risk.  
Building Trust.  
Saving You Money.  
Save 30% or better!**

for long-term savings and best value!

**MEDICAL LIABILITY INSURANCE**

For the quickest possible quote, fax or email the following information:

- Doctor's name, address, telephone, contact name, fax and email address
- Your Specialty/Spacility's Surgery Performed
- Evidence of current liability coverage (or if not available, 2 recent quotes from insurance providers)
- Current Annual Premium
- Number of claims incurred in the past 5 years



Toll-free phone (877) 876-5131 Fax (503) 212-9011 Email: [info@FAAIC.com](mailto:info@FAAIC.com)

[www.FAAIC.com](http://www.FAAIC.com)



# First Actual American Insurance Company

Agent Code 0338

Attention: \_\_\_\_\_

Fax/Email: \_\_\_\_\_

**SAVE AT LEAST 30% ON INSURANCE PREMIUM**

## "Medical Malpractice Liability Insurance"

\$5 Billion Company

We Are Saving Doctors 30% to 50% off current premiums

Coverage limits \$1 million to \$10 million available

This is not a Split Limit Policy

### FOR A QUOTE, PLEASE PROVIDE THE FOLLOWING:

1. Doctor's name, address, telephone, contact name, fax, email
2. Your Specialty/ Specialties Surgery Performed, Yes or No
3. Evidence of current Liability Coverage  
(Or if not available, two recent quotes from Insurance Providers)
4. Current annual Premium
5. Number of Claims incurred in the past five years

### QUICK QUOTE:

1. Provided within 1 - 3 days
2. Will be sent by email or fax

### THE COMPANY (FAA INSURANCE COMPANY)

1. Dedicated to provide Doctors with affordable Medical Malpractice Liability Insurance
2. \$5 billion in assets

Please FAX or EMAIL REQUEST FOR QUOTATION TO:  
Fax 503-212-9011 Ph 877-876-5131 FAAIC CODE: 0338

Email [info@faaic.com](mailto:info@faaic.com) Website: [www.faaic.com](http://www.faaic.com)

"Very Important"

"Please Include this Form with your information"

FROM : THE FIRST FININCIAL GROUP FAX NO. : Mar. 18 2003 07:34PM P2



First Actual American Insurance Company

PO Box 944 Canby, OR 97013  
Toll-free Phone: (877) 876-5131  
Fax: (503) 222-9011  
Email: info@FAAIC.com  
www.FAAIC.com

MEDICAL MALPRACTICE GENERAL LIABILITY INSURANCE

Quote

Today's Date: 3.17.03 Application written by: JH for 1632  
Requested Effective Date: 5-9-03

APPLICANT INFORMATION

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: 407-213-0611  
E-Mail Address: \_\_\_\_\_

Individual  Subchapter "S"  Partnership  Other \_\_\_\_\_  
Doctor's Field of Expertise: Pediatrics

Surgery Performed:  Minor Surgery  Major Surgery  No Surgery Performed  
Practiced Hours:  Full Time (Over 20 hours per week)  
 Part Time (Less than 20 hours per week)  
If OB-GYN, approximately how many deliveries per year? \_\_\_\_\_

GUARANTEED PREMIUM

One-Year Premium: \$9385.00 Two Year Premium: \$18,709.00  
Professional Liability Limit: \$500,000.00 / \$1,500,000.00

Authorized Signature 

FROM : THE FIRST FINANCIAL GROUP

FAX NO. :

Mar. 18 2003 07:34:11 P1



First Actual American Insurance Company

PO Box 944 Canby OR 97033

Toll-free Phone: (877) 876-5131

Fax: (503) 212-9011

Email: [info@faaic.com](mailto:info@faaic.com)

**MEDICAL MALPRACTICE GENERAL LIABILITY INSURANCE**

**Tax Cover**

To: \_\_\_\_\_

Today's Date: 03/18/03

No. of Pages (including cover): 2

From: Ken Walker

Telephone Number: (877) 876-5131 Fax Number: (503) 212-9011

E-Mail Address: info@faaic.com

**Message:**

Thank you for your interest in receiving a quote from our company. After you have had time to review the quote and if you are interested in having our company insure your practice, you will need to tell us the date you would like your coverage to become effective, and remit payment along with the Quote attached to this Fax to:  
First Actual American Insurance Company  
8193 SVL Box  
Victorville, CA 92392

Please indicate the method of payment you wish to use (please check your choice below):

- Annual premium - No interest
- Semi-Annual 25% down 2% per-annum interest
- Quarterly 25% down 5% per-annum interest
- Monthly 25% down 9% per-annum interest

You will be faxed and mailed a binder immediately upon receipt of your payment.  
If you have any further questions please include them here or call (877) 876-5131 and leave a message.

Thank you,



First Actual  
American  
Insurance  
Company

PO Box 944 Canby, OR 97013  
Toll-free Phone: (877) 876-5131  
Fax: (503) 212-9011  
Email: [info@FAAIC.com](mailto:info@FAAIC.com)  
[www.FAAIC.com](http://www.FAAIC.com)

### CLAIMS-MADE

THIS IS A CLAIMS MADE COVERAGE PART AND, SUBJECT TO ITS PROVISIONS, APPLIES ONLY TO THOSE CLAIMS WHICH ARE THE RESULT OF MEDICAL INCIDENTS HAPPENING ON OR SUBSEQUENT TO THE PRIOR ACTS DATE STATED ON THE CERTIFICATE OF INSURANCE AND WHICH ARE FIRST MADE AGAINST YOU WHILE THIS INSURANCE IS IN FORCE. NO COVERAGE EXISTS FOR CLAIMS FIRST MADE AGAINST YOU AFTER THE END OF THE POLICY PERIOD UNLESS, AND TO THE EXTENT, AND EXTENDED REPORTING PERIOD APPLIES. CLAIM EXPENSES SHALL BE IN ADDITION TO THE LIMIT OF THE LIABILITY.

#### I. COVERAGE AGREEMENTS

Coverage under any of the following coverage agreements apply only if the act, error or omission, including a medical incident, Good Samaritan incident, placement service incidents, or personal injury occurs in or after the date shown on the certificate of insurance and the claim is first made against you before the end of the policy period.

In addition to the limits of liability, we will also pay claim expenses.

##### A. PROFESSIONAL LIABILITY

We will pay all amounts, up to the Professional Liability limit of liability of stated on the certificate of insurance, that you become legally obligated to pay as a result of a professional liability claim arising out of a medical incident by you or by someone whose professional services you are legally responsible.

##### B. GOOD SAMARITAN LIABILITY

We will pay all amounts, up to the Good Samaritan Liability limit of liability stated on the certificate of insurance, that you become legally obligated to pay as a result of a Good Samaritan claim arising out of a Good Samaritan incident.

##### C. PERSONAL INJURY LIABILITY

We will pay all amounts, up to the personal injury Liability limit of liability stated on the certificate of insurance, that you become legally obligated to pay as a result of a personal injury claim arising out of a personal injury.

##### D. MALPLACEMENT LIABILITY

We will pay all amounts, up to the Misplacement Liability limit of liability stated on the certificate of insurance, that you become legally obligated to pay as a result of a malplacement claim arising out of a placement services incident.

## II. COVERAGE EXTENSIONS

Although payment does not arise from claims, we will pay amounts provided by these coverage extensions as follows:

### A. LICENSE PROTECTION

We will pay you up to the License Protection limit of liability stated on the certificate of insurance, for attorney fees incurred by you, for your investigation and defense of complaints. Such complaints must:

1. arise from a license protection incident which occurred on or after the effective date of coverage, and before the expiration date of the policy period stated on the certificate of insurance; and
2. be filed against you with a state or federal administrative agency, licensing or regulatory authority responsible for regulating your professional conduct.

The amount payable for attorney fees will not exceed \$150 per hour.

Included within, and not in addition to, this limit of liability for covered expenses incurred by you as a result of your required attendance at a disciplinary hearing or proceeding. The amount payable for covered expenses will not exceed \$500 per proceeding

In no event shall the amount payable hereunder exceed the per proceeding limit of liability and per policy period License Protection limit of liability shown on the certificate of insurance regardless of the number of you or the number of such proceedings.

You have the right to select your legal defense counsel, but only for the purpose of your defense of complaint(s) and disciplinary hearings or proceedings under this coverage extension.

### B. DEFENDANT EXPENSE BENEFIT

We will pay you up to the Defendant Expense Benefit limit of liability stated on the certificate of insurance, for all covered expenses incurred by you as a result of a covered claim.

These amounts must result from your being required by us or by the defense attorney to attend a trial, hearing or proceeding. In no event shall the amount payable hereunder exceed the per proceeding limit of liability and all proceeding in the aggregate Defendant Expense Benefit limit of liability shown on the certificate of insurance regardless of the number of you or the number of such proceedings.

### C. DEPOSITION REPRESENTATION

We will pay up to the deposition representation limit of liability stated on the certificate of insurance for attorney fees, charged by an attorney we designate, to prepare you for the deposition provided:

1. you receive a subpoena, during the policy period, for documents or testimony arising out of professional services; and
2. you provide us with a copy of the subpoena; and
3. the subpoena arises out of a lawsuit to which you are not a party; and
4. you have not been engaged to provide advice or testimony in connection with the lawsuit, nor have you such advice or testimony in the past.

Any notice you give us of such subpoena shall be deemed notification of a potential claim under the duties in the event of a claim section of this coverage part

### D. ASSAULT

We will pay you up to the Assault limit of liability stated on the certificate of insurance, for:

1. medical expenses you incur, for injury to you; or

## 2. reimbursement for damage to your personal property

Resulting from an assault on you at your workplace, or while traveling to or from your workplace provided that:

1. such assault occurs during the policy period;
2. you, or someone acting on your behalf, give us written proof of claim and as soon as practicable, under oath if required, and execute authorizations to allow us to obtain copies of all medical documents relating to such assault;
3. you submit to physical examination by a physician(s) selected by us when, and as often as, we may reasonably require;

This coverage does not apply to damage to any mode of transportation used by you to go to and from your workplace, or damage to any business or personal property owned, leased or rented by any other person or business enterprise while in your possession.

This coverage does not apply to any personal property lost or stolen during an assault on you.

## E. MEDICAL PAYMENTS

We will pay up to the Medical Payments limit liability stated on the certificate of insurance, regardless of fault, for necessary medical expenses caused by an incident, other than a medical incident, provided that:

1. the incident occurs during the policy period;
2. the expenses are incurred or medically ascertained within three (3) year period from the date of the incident;
3. the incident results in injury to a person other than you, while such person is:
  - a. at the named insured's residence or business premises with the permission of the named insured; or
  - b. away from the named insured's residence or business premises provided that the injury arises out of a condition at the named insured's residence or business premises;
4. the injured person(s), or someone acting on their behalf gives us written proof of claim and as soon as practicable, under oath if required, and execute authorizations to allow us to obtain copies of all medical documents relating to such injury;
5. the injured person submits to physical examination by a physician(s) selected by us when, and as often as, we may reasonably require;
6. you are not the injured party.

## F. FIRST AID

We will pay you up to the First Aid limit of liability stated on the certificate of insurance, amounts for which you voluntarily make payment or incur for first aid rendered to a person, other than you, as a result of injury caused by an incident, other than a medical incident, that occurs during the policy period and that you promptly report to us. The first aid must be provided within a 48-hour period after the injury occurred.

## G. DAMAGE TO PROPERTY OF OTHERS

We will pay up to the Damage of Property of Others limit of liability stated on the certificate of insurance, for damage that occurs during the policy period and is caused by you to the property of other s provided such damage:

1. was not caused intentionally; and
2. occurred only at the named insured's residence or your workplace.

Within sixty (60) days from the date of damage, you must submit a sworn statement of such loss to you. You must also exhibit that damaged or destroyed property if such property is in your possession of control.

## III. DEFENSE AND SETTLEMENT

We have the right and duty to defend any claim that is a professional liability claim, Good Samaritan claim, personal injury claim or malplacement claim. We will:

- A. do this even if any of the charges of such claim are groundless, false or fraudulent; and
- B. investigate and settle any claim, as we feel appropriate.

*written consent from the insured*

Our payment of the applicable limit of liability ends our duty to defend or settle. We have no duty to defend any claims not covered by this coverage part.

#### IV. ADDITIONAL DEFINITIONS

For purposes of this coverage part only, words in bold have the meaning set forth below:

**"Assault"** means any willful attempt to inflict physical harm on you by another, which results in injury or damage.

**"Complaint"** means the official documentation required by an entity responsible for regulating your professional conduct to trigger an investigation of you for a license protection incident.

**"Covered Expenses"** means the only expenses for travel, food, lodging, and wage loss. You must provide us with written documentation containing sufficient information and detail to identify you, the time, place and circumstances that resulted in such expenses. You must also identify the court and all parties to the action before the court.

**"Disciplinary Hearing or Proceeding"** means a hearing or professional review conducted by any state or federal administrative agency, licensing or regulatory authority responsible for regulating your professional conduct.

**"Extended Reporting Period"** means the period of time after the policy period for reporting claims due to a medical incident. The medical incident must happen on or after the prior acts date and before the end of the policy period.

**"Injury"** means bodily injury, sickness, disease, mental or emotional distress sustained by a person, or death.

**"License Protection Incident"** means a medical incident, or an event or circumstance arising out of an actual or alleged violation of the standards that govern your profession, leading to a complaint filed against you, charging you with a professional misconduct, incompetence or physical or mental incapacity, and which could result in a disciplinary hearing or proceeding.

**"Good Samaritan Claim"** means a claim arising out of a Good Samaritan incident.

**"Good Samaritan Incident"** means any act, error or omission in your providing professional medical services in a sudden and unforeseen emergency situation for which no remuneration is expected, demanded or received.

**"Malplacement Claim"** means a claim arising out of a placement services incident.

**"Medical Incident"** means any act, error or omission in your providing professional medical services which results injury or damage. Medical incident does not include a Good Samaritan incident, placement services incident or personal injury.

**"Personal Injury"** means injury arising out of one or more of the following offenses committed in the conduct of your professional services:

1. testimony given at or arising out of requests;

2. malicious prosecution;
3. false arrest, detention, imprisonment, wrongful entry or eviction or other invasion of the right of private occupancy;
4. libel, slander or other disparaging materials;
5. a violation of an individual's or entity's right to privacy;
6. assault, battery, mental anguish, mental shock or humiliation;
7. misappropriation of advertising ideas, trade secrets, or style of doing business; or
8. infringement of patent, copyright, trademark, trade names, trade dress, service mark, service name, logo, title or slogan.

**"Personal Injury Claim"** means a claim arising out of personal injury.

**"Personal Property"** means your property other than buildings and their appurtenances, consisting of the following:

1. furniture, fixtures, machinery and equipment not permanently installed;
2. all other property, other than real property, owned by you and used in your practice; and
3. merchandise held in storage or for sale, raw materials in process or finished goods, including supplies used in their packing or shipping.

**"Placement Services Incident"** means an act, error or omission arising from your placement services.

**"Professional Liability Claim"** means a claim arising out of a medical incident.

**"Related Claim"** means all claims arising out of a single act, error or omission or arising out of related acts, errors or omissions in the rendering of professional services or placement services.

**"Related acts, errors or omissions"** means all acts, errors or omissions in the rendering of professional services or placement services that are logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

**"Retire"** means the complete withdrawal from providing professional services.

**"Supervision"** means you are working under a health-care plan set up by your employer, or by the group with whom you have contracted, to provide health-care services. Only those skills which the employer or group has verified you are qualified to perform will be included in the health-care plan. Supervision requires verification, on a regular basis and by a licensed health-care professional qualified to supervise your professional services, that you are providing your professional services in conformance with the standard of care relevant to your practice location.

**"Totally and Permanently Disabled"** means that you have become so disabled, as a result of injury or disease, as wholly prevented from performing work or engaging in your profession for remuneration or profit. Such a condition must have existed continuously for not less than six (6) months and must be expected to be continuous and permanent.

**"You" or "Your"** means the named insured and, if the named insured is not a natural person:

1. any individual who, during the policy period, is or becomes a partner, officer, director, stockholder-employee, manager, member or employee of the named insured, but only for professional services performed on behalf of the named insured; or
2. any individual who, during the policy period, is or becomes a substitute health care provider that the named insured contracts with, but only for professional services performed on behalf of the named insured; or
3. any individual previously affiliated with the named insured as its partner, officer, director, stockholder-employee, manager, member or employee but only for professional services performed on behalf of the named insured during the course of such employment.

V. EXCLUSIONS

We will not defend any claim for, or pay any amounts, including claim expenses, based on, arising out of, or related to:

A. injury to:

- 1. an employee of yours arising out of or in the course of employment by you; or
- 2. a family member of that employee as a consequence of 1 above; or
- 3. your family member;

This exclusion applies:

- 1. whether you may be liable as employer or in any other capacity; or
- 2. to any obligation to share amounts with or repay someone else who must pay amounts because of the injury;

B. any unemployment, workers' compensation, disability benefits, or other similar law;

C. any of your acts, errors or omissions in your capacity as:

- 1. nurse anesthetist, nurse-midwife or midwife;
- 2. physician, dentist, chiropractor, or podiatrist;
- 3. self-employed perfusionist;
- 4. a healthcare student, healthcare aide, home healthcare aide, or dental hygienist, who is not subject to supervision.

D. any liability that you assume under any contract agreement. This exclusion does not apply to:

- 1. liability you assume under any contract with a Health Maintenance Organization, Preferred Provider Organization, Independent Practice Association, or any other similar organization; but only for such liability as is attributable to your alleged negligence; or
- 2. a warranty of fitness or quality of any therapeutic agents or supplies you have furnished or supplied in connection with treatment you have performed;

E. any liability you have for a business or profession, including consulting services, other than that named on the certificate of insurance;

F. a willful violation of a statute, ordinance or regulation imposing criminal penalties. We will defend any civil suit against you seeking amounts, which would be covered if this exclusion did not apply. In such case, we will pay only claim expenses;

G. injury or damage based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving your owning, using, taking care of, operating, leasing or renting, loading or unloading of patient or property from, transporting patients in, or entrusting to others an auto, mobile equipment, watercraft or aircraft, including an auto, mobile equipment, watercraft or aircraft which is loaned to the named insured or which is operated for the named insured by its employee, including an employee-owned auto.

H. any injury, or damage:

- 1. with respect to which you are also insured under a Nuclear Energy Liability Policy issued by:
  - a. Nuclear Energy Liability Insurance Association; or
  - b. Mutual Atomic Energy Liability Underwriters; or
  - c. Nuclear Insurance Association of Canada,

- 2. resulting from the hazardous properties of nuclear material and with respect to which:
  - a. any person, organization or entity is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any of its amendments, or
  - b. you are, or had this policy not been issued would be, entitled to indemnity from the United States of America or any of its agencies, under any agreement entered into by the United States of America or any of its agencies with any person, organization or entity;

3. resulting from the hazardous properties of nuclear material if:

- a. the nuclear material:
    - i) is at any nuclear facility owned or operated by or on your behalf; or
    - ii) has been discharged or dispersed there; or
    - iii) is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf;
  - b. injury or destruction arises out of the furnishing by you of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility. If such facility is within the United States of America, its territories, possessions or Canada, this subparagraph 3.b. applies only to injury to or destruction of property at such nuclear facility.
- I. the return or withdrawal of fees or government payments imposed directly upon you; any fines, penalties or sanctions; punitive or exemplary amounts; or the multiplied award, imposed by law;
- J. liability resulting from professional services you provide while your license or certification to practice is suspended, revoked, or no longer valid;
- K. injury or damage you expected or intended, or which a reasonable person would have expected. This exclusion does not apply to injury or damage resulting from the use of reasonable force to protect persons or property;
- L. actual or alleged involvement in any:
  1. federal or state anti-trust law violation; or
  2. agreement or conspiracy to restrain trade.

This exclusion does not apply to claims arising from your activity as a member of any committee, panel, or board which provided underwriting or claims advice or recommendations, provided your activity is within the scope of the committee's, panel's, or board's established guidelines;
- M. any loss, cost or expense:
  1. which would not have been happened in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or
  2. arising out of any:
    - a. claim or suit by or on behalf of a governmental authority for amounts because of testing for monitoring, cleaning up, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants; or
    - b. request, demand or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify neutralize, or in any way respond to, or assess the effect of pollutants;
- N. any act, error omission, including a medical incident, Good Samaritan incident, placement services incident or personal injury:
  1. that happened:
    - a. before the prior acts date; or
    - b. after the prior acts date if, on the inception date of this policy, you knew or had been told that it would result in a claim; or
  2. which on the inception date of this policy
    - a. is the subject of a reported medical incident, Good Samaritan incident, placement services incident; or
    - b. pending claim or proceeding; or
    - c. is a paid claim
- O. any direct or consequential injury or damage arising out of any:
  1. refusal to employ; or
  2. termination of employment; or
  3. coercion, demotion, reassignment, defamation, harassment, humiliation, discrimination or other employment related practices, policies, acts or omissions;

P. any act of sexual intimacy, sexual molestation or sexual assault. We shall provide you with a defense of such claim unless or until such act has been determined to have occurred, by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of our rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against you;

Q. any loss, cost or expense arising out of or relating to, or involving the actual, alleged or threatened exposure at any time to asbestos; or that may be awarded or incurred:

1. by reason of a claim or suit relating to asbestos; or
2. in complying with a governmental directive or request to test for, monitor, clean up, remove, contain, or dispose of asbestos.

**IV. LIMIT OF LIABILITY**

**A. Each Claim**

The limits of liability stated on the certificate of insurance as applicable to "all claims in the aggregate" means that our liability shall not exceed such stated amount.

**B. Aggregate**

Subject to provision A. above, limits of liability stated on the certificate of insurance as applicable to "all claims in the aggregate" means that our liability shall not exceed such stated amount.

**C. Claim Expenses**

Claim expenses are addition to our limits of liability.

**D. Multiple Insureds, Claims and Claimants**

The limits of liability shown on the certificate of insurance is the maximum amount we will pay regardless of the number of you insured under this Coverage part, claims made or persons or entities making claims.

**E. Related Claims**

F. If related claims are made against you and reported to us under this Policy or any renewal of this Policy, all such related claims shall be considered a single claim first made and reported to us within the policy period in which the earliest of the related claims was first made and reported to us.

**VII. DUTIES IN THE EVENT OF A CLAIM**

A. The named insured must notify us, or our program administrator, in writing, during the Policy period or any renewal Policy period, of any:

1. claim made against you during the policy period; or
2. notice, advice, or threat, whether written or verbal, that any person or organization intends to hold you responsible for any alleged breach of duty or other act, error or omission.

B. If during the Policy period, you gave us notice of an act, error or omission, including medical incidents, Good Samaritan incidents, placement services incidents, or personal injury detailing:

1. the specific act, error or omission;
2. the dates and persons involved;
3. the identity of anticipated or possible claimants; and
4. the circumstances by which first became aware of the possible claim,



# OMA ONLINE

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search

Member Login

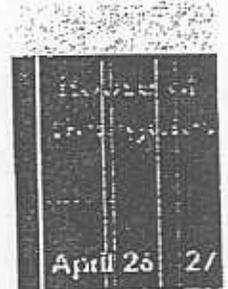
Back

## State Insurance Division Issues Cease and Desist Order to First Actual American Insurance Company to Discontinue Offering Medical Liability Insurance

March 20, 2003 - Oregon State insurance regulators have ordered First Actual American Insurance Company (FAAIC) of Canby, Oregon to discontinue offering medical liability insurance. The action arose out of complaints from the Oregon Medical Association, insurance regulators in Mississippi and the state medical association there. FAAIC began soliciting Mississippi physicians malpractice insurance at for much less than conventional market rates in that state about three weeks ago. Subsequent calls to OMA indicate FAAIC may have offered insurance to doctors in other states as well.

An investigation by the Oregon Insurance Division found that FAAIC was offering to sell medical malpractice insurance through its website and through solicitations faxed to physicians. The company claims it can provide coverage at 30-50 percent below rates charged by other insurers. Oregon Insurance Division Administrator Joel Ario said physicians should make sure they're dealing with a licensed company before purchasing insurance. Rates that far below those offered by other companies may indicate that an insurer is not licensed. FAAIC has never been licensed in Oregon as an insurer.

The Mississippi Insurance Department is has also issued a cease and desist order against First Actual American.



Westin Sallshan Lc



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ALABAMA DEPARTMENT OF INSURANCE  
**NEWS RELEASE**

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## Warning to Physicians, Health Care Facilities

### ALDOI Launches Investigation of Oregon Company

Contact: Ragan Ingram, Assistant Commissioner  
334-241-4146

3/25/2003.....

An Oregon company that has been marketing medical malpractice insurance to Alabama physicians is under investigation, according to Commissioner Walter A. Bell.

First Actual American Insurance Company, headquartered in Canby, Ore., is not licensed to sell insurance in that state. Oregon regulators took away that privilege in mid-March. First Actual American also has offices in California.

"We are currently investigating First Actual American," Commissioner Bell said. "We believe that health care professionals and facilities should pay extremely close attention to what representatives of First Actual American have to say and what they offer."

"We have received consumer complaints regarding this company, and we are investigating these complaints thoroughly. We hope to have our investigation wrapped up in a matter of days."

Commissioner Bell says his standard advice to consumers is to ask three basic questions:

- Is this company licensed to do business in Alabama?
- Has the policy that is being offered been approved by the Alabama Department of Insurance?
- Is the producer, or sales agent, licensed to do business in Alabama?

Regardless of the outcome of the investigation, First Actual American will be liable for all claims on policies sold in Alabama. The Alabama Department of Insurance asks those who have paid premiums to First Actual American to please contact the department.

###

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**HOME**



THE TREASURER OF THE STATE OF FLORIDA  
DEPARTMENT OF INSURANCE • STATE FIRE MARSHAL

200 East Gaines Street  
Tallahassee, Florida 32399-0304

RETURN SERVICE REQUESTED

Division of Insurer Services  
Unauthenticated Entities  
200 E. Gaines St.  
Tallahassee, FL

32399-0304

ATTN: Laverne Stephens

# DeGuenther & Associates

P.O. Box 320446  
Tampa, Florida 33679-2446

medmal@tampabay.rr.com

**To:** Sam Binnum  
**Company:** Florida Department of Insurance  
**Phone:** (850) 413-2426  
**Fax:** (850) 488-4210

**From:** Veronica DeGuenther  
**Company:** DeGuenther & Associates  
**Phone:** (813) 818-9201  
**Fax:** (813) 818-9401



**Date:** 4/23/2003

**Pages including**

**Cover page:** 3

**Re:** First Actual American Ins. Co.

SAM: FOLLOWING YOU WILL FIND A QUOTE RECEIVED TODAY FOR COVERAGE EFFECTIVE 7/1/03 FOR JEFFREY W. LOUX, D.O. THE MESSAGE READS THAT ALL HE HAS TO DO IS "REMIT PAYMENT WITH THE QUOTE ATTACHED". IS KEN WALKER LICENSED IN FLORIDA?

*A GUARANTEED TWO YEAR PREMIUM?* OF \$33,600 FOR \$1/3? CAN YOU SHED SOME LIGHT ON THIS FOR ME? I WILL BE ON MY CELL PHONE (813) 505-9586. IS ANYTHING BEING DONE ABOUT THIS?

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION MAY BE STRICTLY PROHIBITED BY LAW. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE CALL THE ABOVE NUMBER IMMEDIATELY AND RETURN THE ORIGINAL FAX TO THE ADDRESS ABOVE.

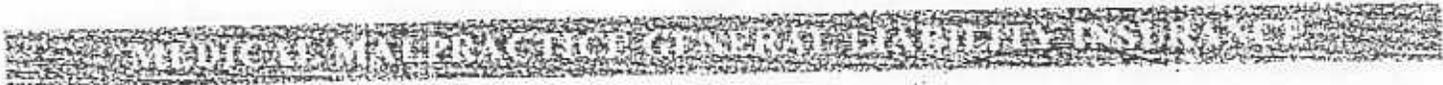
Apr-23-03 11:44A

P.02



First Actual  
American  
Insurance  
Company

AMERICAN  
APR 23 2003  
FIRST ACTUAL  
PO Box 944 Canby, OR 97013  
Toll Free phone: (800) 442-8341  
Fax: (615) 985-0506  
Email: [KWB1@chalter.net](mailto:KWB1@chalter.net)



### Fax Cover

To: Doctor  
Today's Date 4/23/03  
No. of Pages (including cover) 12

813 -  
818 - 9401

From: Ken Walker  
Telephone Number (800) 442-8341 Fax Number (615) 985-0506  
E-Mail Address KWB1@chalter.net

**Message:**

Thank you for your interest in receiving a quote from our company. In order for us to process your quote, we need all information which was requested on the form that you received by Fax. Please submit on the enclosed application your answers with all the necessary documents that are requested. This will insure that you receive all the discounts possible and an accurate quote. After you have received your quote and have had time to review it and you are interested in having our company insure your practice, you will need to tell us the date you would like your coverage to become effective. And remit payment along with the Quote attached to this Fax, to:

**First Actual American Insurance Company**  
8193 SVL Box  
Victoryville, CA 92392  
Agent ID# 3965  
Fax number: 503-212-9011

- Please indicate the method of payment you wish to use (please check your choice below)
- Annual premium - No interest
  - Semi-Annual 50% down 2% per-annum interest
  - Quarterly 25% down 5% per-annum interest
  - Monthly 25% down 9% per-annum interest

You will be faxed and mailed a binder immediately upon receipt of your payment.

If you have any further questions please include them here or call (800) 442-8341 and leave a message.

Thank you,

Form IB710FAAIC

Revised 1/03



Florida Association  
of  
Independent  
Physicians  
FAAIC

PO Box 944 Canby, OR 97013  
Toll free Phone: (877) 876-5131  
Fax: (503) 212-9011  
E-mail: [info@FAAIC.com](mailto:info@FAAIC.com)  
[www.FAAIC.com](http://www.FAAIC.com)

### Quote

Today's Date: 4.16.03 Application written by: JH for 3965  
Requested Effective Date: 7/01/03

#### APPLICANT INFORMATION

Name: Jeffrey Willard Loux D.O.  
Address: 4300 95<sup>th</sup> Ave N., Piniellas Park, Florida 33782  
Telephone Number: 727-546-4400 Fax Number: 1-727-544-6925  
E-Mail Address: \_\_\_\_\_

Individual  Subchapter "S"  Partnership  Other P.A. \_\_\_\_\_  
Doctor's Field of Expertise: Family Practice

Surgery Performed:  Minor Surgery  Major Surgery  No Surgery Performed  
Practiced Hours:  Full Time (Over 20 hours per week)  
 Part Time (Less than 20 hours per week)

If OB-GYN, approximately how many deliveries per year? \_\_\_\_\_

#### GUARANTEED PREMIUM

One-Year Premium: \$16,000.00 Two-Year Premium: \$33,600.00  
Professional Liability Limit: \$1,000,000.00 / \$3,000,000.00

Authorized Signature 

# State of Florida



## OFFICE OF INSURANCE REGULATION Tallahassee, Florida

I, the undersigned, Director of the Office of Insurance Regulation of the State of Florida, do hereby certify that

Dated this 11th day of June, 2003

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION, no record exists which discloses that the following company or individual currently holds, or has ever held, a CERTIFICATE OF AUTHORITY from the Department authorizing the company or individual to transact insurance as an insurer in any capacity, including that of a Third Party Administrator:

**First Actual American Insurance Company ("FAAIC")**  
P.O. Box 944  
Canby, Oregon 97013



IN TESTIMONY WHEREOF, I hereto  
subscribe my name, and affix the Seal of  
my Office, at Tallahassee, the day and year  
first above written.

A handwritten signature in black ink, appearing to read "K. M. [unclear]".

Director, Office of Insurance Regulation

EXHIBIT

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# State of Florida



## OFFICE OF INSURANCE REGULATION Tallahassee, Florida

I, the undersigned, Director of the Office of Insurance Regulation of the State of Florida, do hereby certify that

Dated this 11th day of June, 2003

After conducting a diligent search of the official records of the FLORIDA OFFICE OF INSURANCE REGULATION, no record exists which discloses that the following company or individual currently holds, or has ever held, a CERTIFICATE OF AUTHORITY from the Department authorizing the company or individual to transact insurance as an insurer in any capacity, including that of a Third Party Administrator:

Little Shell Pembina Band of North America  
P.O. Box 352  
Valley City, North Dakota 58072

IN TESTIMONY WHEREOF, I hereto  
subscribe my name, and affix the Seal of  
my Office, at Tallahassee, the day and year  
first above written.

A handwritten signature in black ink, appearing to read "K. M. [unclear]".

Director, Office of Insurance Regulation



EXHIBIT

tabbies

F



**STATE OF MISSISSIPPI**  
Mississippi Insurance Department

1001 Woodlawn, Building 5000 (1)  
Post Office Box 79  
Jackson, Mississippi 39205-0079  
(601) 359-3559  
<http://www.state.ms.gov>

DALE  
Commissioner of Insurance  
1001 Woodlawn

DALE  
Commissioner of Insurance  
1001 Woodlawn

February 21, 2003

**ALSO SENT VIA FACSIMILE**  
**(503) 212-9011**

First Actual American Insurance Company  
Post Office Box 944  
Cathy, Oregon 97013

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Re: **CEASE AND DESIST NOTICE**

CASE NO. 03-4620

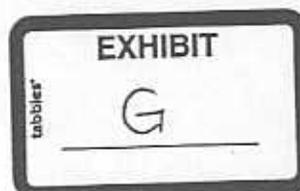
Enclosure:

It has come to the attention of the Mississippi Department of Insurance ("Department") that First Actual American Insurance Company ("FAAIC") has engaged in the business of insurance in the State of Mississippi by soliciting Mississippi residents for the purpose of writing medical malpractice coverage in this State. Said policies of medical malpractice insurance are to be delivered or issued in delivery by FAAIC to physicians in the State of Mississippi.

The Department is vested with the responsibility of regulating the business of insurance in the State of Mississippi. Any person or other entity engaging in the business of insurance in this State must comply with this State's licensing and regulatory provisions, and no person or other entity shall engage in unfair or deceptive acts or practices as defined by Miss. Code Ann. § 83-5-35 (Rev. 1999). Further, the Commissioner of Insurance is authorized to issue an order directing persons violating the insurance laws of this State to cease and desist from engaging in such practices.

Based upon the information available to the Commissioner of Insurance, it has been determined that FAAIC has engaged in the business of insurance in the State of Mississippi by sending facsimile communications directly to Mississippi physicians seeking to quote premiums for medical malpractice coverage for those physicians, and ultimately seeking to write medical malpractice insurance in the State. FAAIC is not licensed or otherwise authorized to engage in the business of insurance in the State of Mississippi.

In view of the above, FAAIC is directed to **IMMEDIATELY CEASE AND DESIST** from engaging in the business of insurance in the State of Mississippi, including, but not limited to, providing, writing, marketing, advertising, soliciting or promoting insurance coverage in this State.



First Actual American Insurance Company

February 21, 2003

Page 2

You may request a hearing before the Commissioner of Insurance or his designated representative pertaining to this matter. Any such request must be in writing. Any correspondence or other communication regarding a hearing request or other matters should be directed to the Legal Division, Mississippi Department of Insurance.

Sincerely,

GEORGE DALE  
COMMISSIONER OF INSURANCE

  
Lee Harrell  
Deputy Commissioner



postal box in Victorville, CA. The document further stated that "you will be faxed and mailed a binder immediately upon receipt of your payment." The other document, entitled "Quote," restated some information that the doctor provided in the initial request for a rate quote, and then indicated the "guaranteed premium" for one or two years, and the corresponding limit of coverage for the insurance offered by FAAIC.

#### Order

Pursuant to ORS 731.252, FAAIC shall immediately cease and desist from violating the above provision of the Insurance Code.

#### Notice of Right to a Hearing and Judicial Review

The party has the right to a hearing pursuant to ORS 731.252. To have a hearing, a party must send to the Insurance Division a written request for a hearing so that the Insurance Division *receives* the request within 20 days from the date this order was *sent* to the party. The party may send the request by delivering or mailing it to the Insurance Division at 350 Winter Street NE, Room 440, Salem, Oregon, 97301-3883; or faxing it to 503-378-4351; or e-mailing it to [mitchel.d.curzon@state.or.us](mailto:mitchel.d.curzon@state.or.us).

If the Insurance Division receives from or on behalf of a party a written request by the due date, then the Insurance Division will refer the request to the Hearing Officer Panel (HOP). HOP will schedule the hearing and notify the party of the date and location of the hearing and other related information. A hearing officer of HOP will conduct the hearing and issue a proposed order. The hearing will be conducted in accordance with the Oregon Administrative Procedures Act, ORS Chapter 183; and the Attorney General's Model Rules, OAR 137-003-0501 *et seq.* A party that is an individual may represent him or her self at a hearing; or may be represented by an attorney licensed in Oregon. A party that is a corporation, partnership, limited liability company, unincorporated association, trust, or government agency must be represented at a hearing by an attorney licensed in Oregon except as otherwise provided by law.

If the Insurance Division does not receive from or on behalf of a party a written request for a hearing by the due date, then this order will become final by default. If this order becomes final by default, then the designated portion of the Insurance Division's investigation file on the party automatically becomes part of the contested case record upon default for the purpose of proving a prima facie case.

Also, if this order becomes final by default, then the party may request the Oregon Court of Appeals to review this order pursuant to ORS 183.480 and 183.482 by filing a written petition for judicial review with the court within 60 calendar days after the date this order was *sent* to the party.

Dated March 18, 2003

/s/ Cory Streisinger  
Cory Streisinger  
Director  
Department of Consumer and Business Services

//  
//  
//

STATE OF OHIO  
DEPARTMENT OF INSURANCE  
2100 Stella Court  
Columbus, Ohio 43215-1067

IN RE:

FIRST ACTUAL AMERICAN INSURANCE  
COMPANY

:  
:  
:  
:  
:

ORDER TO CEASE AND DESIST  
AND NOTICE OF HEARING

WHEREAS, the Ohio Department of Insurance ("Department") is charged with the responsibility of protecting insurance consumers and regulating the insurance industry pursuant to Title 39 of the Ohio Revised Code ("R.C.") and the rules and regulations adopted thereunder.

WHEREAS, upon investigation, the Superintendent has been advised that First Actual American Insurance Company, possibly operating as Little Shell Pembina Band of North American, (hereinafter referred to as "FAAIC") have engaged in the business of insurance by holding themselves out as authorized to engage in the business of professional liability insurance, otherwise known as medical malpractice general liability insurance (hereinafter referred to as "medical malpractice insurance"). FAAIC is not licensed under R.C. Chapter 39 and is not authorized to engage in the business of insurance or to provide medical malpractice insurance benefits or coverage in the State of Ohio. FAAIC's conduct is causing or is about to cause substantial and material harm. The grounds are alleged below.

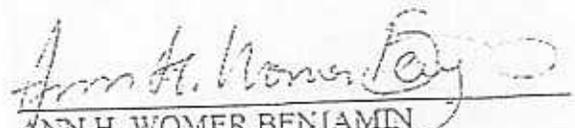
1. The last known operating address for FAAIC is P.O. Box 944, Canby, Oregon;
2. In February of 2003, FAAIC offered medical malpractice insurance to one or more Ohio doctors through an unsolicited facsimile that offered a free quote for medical malpractice insurance;
3. In turn, each Ohio doctor provided information concerning their practice, including the current amount of premiums paid and claims history, to FAAIC by facsimile;
4. FAAIC provided a quote for medical malpractice insurance to each Ohio doctor by facsimile;
5. FAAIC is not licensed as an insurance company and is not authorized to do business in the State of Ohio;
6. On February 21, 2003, the State of Mississippi, Mississippi Insurance Department issued a Cease and Desist Notice against FAAIC for soliciting medical malpractice insurance in the State of Mississippi without a license or authorization;
7. On February 24, 2003, the Department of Insurance, State of North Dakota, issued a Cease and Desist Notice against the Little Shell Pembina Band of North American for soliciting medical malpractice insurance in the State of North Dakota without a license or authorization;
8. On March 18, 2003, the Oregon Department of Consumer and Business Services, Insurance Division, issued a Cease and Desist Notice against FAAIC for soliciting

- medical malpractice insurance in the State of Oregon without a license or authorization; and
9. On March 25, 2003, the Office of Insurance and Safety Fire Commissioner, State of Georgia, issued a Cease and Desist Notice against FAAIC and the Little Shell Pembina Band of North American for soliciting medical malpractice insurance in the State of Georgia without a license or authorization.

R.C. 3927.01 requires all foreign insurance to be licensed and/or authorized to conduct business in the State of Ohio. Since FAAIC is not licensed or authorized, FAAIC has engaged in unfair and deceptive acts and is in violation of R.C. 3901.20 as defined in R.C. 3901.21(A) and/or (B).

PURSUANT TO R.C. 3901.221, FAAIC IS HEREBY ORDERED TO IMMEDIATELY CEASE AND DESIST FROM ENGAGING IN INSURANCE ACTIVITIES that require a license to engage in the business of an insurance company authorized to do business in the State of Ohio unless and until it complies with the statutes and rules listed above. A hearing to determine the continuation or revocation of this Order, along with any other remedies available under R.C. 3901.221, shall be held at 2:30 PM on April 29, 2003 at the Ohio Department of Insurance, 2100 Stella Court, Columbus, Ohio 43215-1067.

4/14/03  
Date

  
ANN H. WOMER BENJAMIN  
SUPERINTENDENT OF INSURANCE



have marketed and attempted to sell insurance, as defined in O.C.G.A. §33-1-2, to Georgia residents.

2.

First Actual American Insurance Company ("FAAIC") is the insurance program through which medical malpractice general liability insurance was offered to one or more Georgia residents.

3.

Kenneth M. Shipley is an individual who offered quotes for FAAIC medical malpractice general liability insurance rates and otherwise transacted the business of insurance to one or more Georgia residents.

4.

Zachary Betts has transacted the business of insurance to one or more Georgia residents as the individual to whom consumers were directed to remit premium payment for FAAIC medical malpractice general liability insurance coverage.

5.

Based on information obtained from the web site for FAAIC ([www.faaic.org](http://www.faaic.org)), Ronald Delorme (a/k/a Chief Ron Karyance Delorme), acting through the Little Shell Pembina Band of North Dakota (a/k/a Little Shell Pembina Band of North America and/or Little Shell Pembina Chippewa Band of North Dakota), allegedly licensed and chartered FAAIC for the purposes of conducting the business of insurance.

6.

Respondents do not hold a certificate of authority to transact the business of insurance in the State of Georgia.

7.

Respondents Zachary Betts, Ronald Delorme, and Kenneth Shipley do not hold a certificate of authority to transact the business of insurance and are not licensed as insurance producers or agents in the State of Georgia.

8.

The North Dakota Commissioner of Insurance ordered Little Shell Pembina Band of North Dakota, Ron Delorme, Little Shell Pembina Bank of North America Assurance Company and Certain John Does to Cease and Desist from engaging in any further unauthorized insurance transactions in the State of North Dakota on February 20, 2003.

9.

The Mississippi Commissioner of Insurance ordered First Actual American Insurance Company to Cease and Desist from engaging in any further unauthorized insurance transactions in the State of Mississippi on February 21, 2003.

10.

The Director of the Department of Consumer and Business Services of the Insurance Division for the State of Oregon ordered First Actual American Insurance Company to Cease and Desist from engaging in any further unauthorized insurance transactions in the State of Oregon on March 18, 2003.

## CONCLUSIONS OF LAW

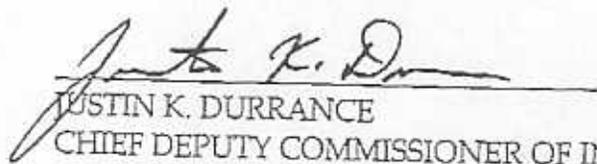
1.

The Findings of Fact set forth show that Respondents have violated basic tenets of public policy by transacting insurance in the State of Georgia without a certificate of authority in violation of O.C.G.A. §§ 33-3-2 and 33-23-4. Such actions give reasonable cause to believe that the probability of such continued violations constitutes a situation of imminent peril to the public health, safety, or welfare, and that the situation, therefore, requires emergency action.

WHEREFORE, pursuant to O.C.G.A. §33-2-24(c), IT IS HEREBY ORDERED that Respondents shall IMMEDIATELY CEASE and DESIST from acting as an insurer, marketing or selling unauthorized insurance, or otherwise transacting the unauthorized business of insurance in Georgia, or otherwise violating in any way the insurance laws of Georgia.

This Order shall take effect IMMEDIATELY. Failure to request a hearing will constitute a waiver of any provision of law for a hearing.

This 25th day of March, 2003.

  
JUSTIN K. DURRANCE  
CHIEF DEPUTY COMMISSIONER OF INSURANCE  
STATE OF GEORGIA

Note: If you are an individual with a disability and wish to acquire this document in an alternative format, please contact the ADA Coordinator, Office of the Commissioner of Insurance, 2 Martin Luther King, Jr. Drive, Atlanta, GA 30334. (404) 656-2056; for the hearing or speech impaired TTY/TDD (404) 656-4031.

OFFICE OF THE COMMISSIONER OF INSURANCE

STATE OF GEORGIA

IN THE MATTER OF:

FIRST ACTUAL AMERICAN INSURANCE COMPANY; LITTLE SHELL PEMBINA BAND OF NORTH AMERICA (a/k/a Little Shell Pembina Chippewa Band of North Dakota and/or Little Shell Pembina Band of North Dakota) ZACHARY BETTS; RONALD DELORME (a/k/a Chief Ron Karyance Delorme) and KENNETH M. SHIPLEY

Case No. EF-2003-004

CERTIFICATE OF SERVICE

I do hereby certify that I have this date served copies of the within and foregoing Notice of Immediate Cease & Desist Order and Immediate Cease & Desist Order by placing one copy in the United States Mail, postage prepaid, certified, with return receipt requested, and by placing one copy in the United States Mail, first class, with adequate postage thereon, properly addressed as follows:

First Actual American Insurance Company National Headquarters Box 944 Canby, Oregon 97013

Little Shell Pembina Band of North America 4776 British Drive Bismarck, ND 58503

First Actual American Insurance Company 301 Jackson Street Denver, Colorado 80206

Zachary Betts 18080 Lakeview Drive Victorsville, CA 92392

Little Shell Pembina Band of North America P.O. Box 247 Fargo, ND 59107

Ronald K. Delorme 4776 British Drive Bismarck, ND 58501

Kenneth M. Shipley 14151 Newport Avenue, #101 Tustin, CA 92680

This 25th day of March, 2003.

E. Jane Simpson Enforcement Attorney

STATE OF NORTH DAKOTA  
BEFORE THE COMMISSIONER OF INSURANCE

In the Matter of	)	CEASE AND DESIST ORDER
	)	AND NOTICE OF
First Actual American Insurance	)	OPPORTUNITY FOR HEARING
Company, Paul Erickson, and	)	
Certain John Does,	)	CASE NO. CO-03-106
	)	
Respondent.	)	

TO: First Actual American Insurance Company, 194) South Broadway, Suite 231, Minot,  
ND 58701-6508

Paul Erickson, First Actual American Insurance Company, 301 Jackson Street, Denver,  
CO 80206

Commissioner of Insurance Jim Poolman (hereinafter "Commissioner") has determined as follows:

1. N.D. Cent. Code § 26.1-01-03.1 authorizes the Commissioner to issue an Order to cease and desist when it appears that any person or business entity is or has engaged in an act or practice which violates or may lead to a violation of the North Dakota Century Code.
2. N.D. Cent. Code § 26.1-02-05 prohibits the transaction of insurance business in North Dakota without a Certificate of Authority from the North Dakota Insurance Commissioner.
3. N.D. Cent. Code § 26.1-02-06 states:  

Any of the following acts in this state effected by mail or otherwise by or on behalf of an unauthorized insurance company constitutes the transaction of an insurance business in this state:

  1. Making or proposing to make, as an insurance company, an insurance contract.

...

3. Taking or receiving of any application for insurance.
  4. Receiving or collecting any premium, commission, membership fees, assessments, dues, or other consideration for any insurance or any part thereof.
  5. Issuing or delivering an insurance contract to residents of this state or to persons authorized to do business in this state.
  6. Directly or indirectly acting as an insurance producer for or otherwise representing or aiding or behalf of another, any person or insurance company in the solicitation, negotiation, procurement, or effectuation of insurance or renewals thereof or in the dissemination of information as to coverage or rates, or forwarding of applications, or delivery of policies or contracts, or inspection of risks, or fixing of rates, or investigation or adjustment of claims or losses, or in the transaction of matters subsequent to effectuation of the contract and arising out of it, or in any other manner representing or assisting a person or insurance company in the transaction of insurance with respect to subjects of insurance resident, located, or to be performed, in this state. This subsection does not prohibit full-time salaried employees of a corporate insured from acting in the capacity of an insurance manager or buyer in placing insurance on behalf of the employer.
  7. Transacting any kind of insurance business specifically recognized as transacting an insurance business within the meaning of the statutes relating to insurance.
  8. Transacting or proposing to transact any insurance business in substance equivalent to any of the foregoing in a manner designed to evade these statutes.
4. N.D. Cent. Code Chapter 26.1-26- governs the qualifications and procedures for the licensing of insurance producers within the State of North Dakota.
5. N.D. Cent. Code § 26.1-26-02 defines "insurance producer" as a person required to be licensed under the laws of this state to sell, solicit, or negotiate insurance.

6. N.D. Cent. Code § 26.1-26-03 states:

No person may act as or hold oneself out to be an insurance producer, insurance consultant, or surplus lines insurance producer unless licensed under this chapter. A person may not sell, solicit, or negotiate insurance in this state for any class of insurance unless the person is licensed for that line of authority in accordance with this chapter. Any person willfully violating this section is guilty of a class C felony.

7. First Actual American Insurance Company, Paul Erickson, and certain John Does unknown to the Commissioner but acting on behalf of First Actual American Insurance Company (hereinafter "Respondents") are not currently licensed to solicit the sale of insurance in the State of North Dakota nor are Respondents licensed as an insurance company to sell or solicit or receive applications for the sale of insurance in North Dakota.

8. It appears Respondents directly and indirectly have acted or proposed to act as an insurance company or as insurance producers on behalf of insurance companies in the solicitation, negotiation, procurement, or effectuation of insurance. Respondents appear to have committed the act or propose to commit the act of engaging in the business of insurance by offering an application for professional liability insurance to North Dakota residents without the required licenses or Certificates of Authority. Specifically, the Respondents directly or through certain John Does solicited the sale of insurance through their Internet website "www.faaic.com", a copy of which is attached as Exhibit "A". Paul Erickson is listed as the registrant and administrator of Respondent's website.

9. Respondents' conduct constitutes a violation of N.D. Cent. Code §§ 26.1-26-03 and 26.1-26-05.

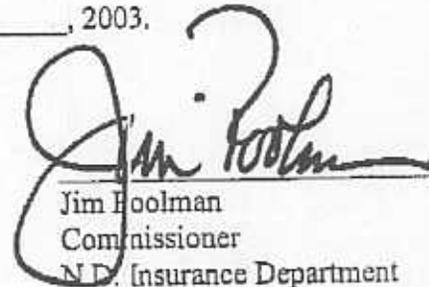
NOW, THEREFORE, IT IS HEREBY ORDERED pursuant to N.D. Cent. Code § 26.1-01-03.1 that Respondents shall immediately **CEASE AND DESIST** from soliciting, transacting, or

otherwise engaging in the business of insurance with residents of the State of North Dakota either through solicitations through the Internet website "www.faaic.com" or otherwise, nor may Respondents accept any insurance commission, brokerage, or other valuable consideration for services as an agent.

IT IS FURTHER ORDERED pursuant to N.D. Cent. Code § 26.1-01-03.1 that Respondents may make a written request for a hearing on this matter within 30 days of the date of this Order.

If the Respondent fails to request a hearing in writing within 30 days after being served with a copy of this Cease and Desist Order, the Commissioner shall make the Cease and Desist Order permanent, as the facts require.

DATED this 28<sup>th</sup> day of April, 2003.



Jim Poolman  
 Commissioner  
 N.D. Insurance Department  
 600 East Boulevard Avenue  
 Bismarck, ND 58505  
 (701) 328-2440

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## First Actual American Insurance Company

National Headquarters

1940 South Broadway S Jite # 231

Minot, ND 58701-6508

TOLL-FREE PHONE (800)442-8341

FAX (503)212-9011

Email: [info@FAAIC.com](mailto:info@FAAIC.com)

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## Protecting the Science of Health Care

Created for  
Medical  
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*Initiated by the crisis in the Medical Liability Insurance Industry, First Actual American Insurance Company (FAAIC) has created a Five Billion Dollar Insurance Company dedicated to providing all Medical Professionals with quality Medical Malpractice Insurance.*

*Our fundamental commitment through our carefully structured company is to keep rates low and affordable.*

**First Actual American Insurance Company** is committed to protecting our Medical Professionals to continue their essential work by looking ahead to identify developing problems before they become threats. The strategy includes an all Doctors claims review board, and an aggressive Legal Team. Beyond just defending claims, we're always looking for new ways to avoid them altogether. This is the **First Actual American Insurance Company** advantage: protecting the careers and professional reputations of physicians.

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Our experienced underwriters are constantly creating Insurance products that provide excellent value while keeping premiums cost-effective. We offer the highest quality professional liability insurance available, making **First Actual American Insurance Company** the first choice of Physicians and Medical professionals nationwide.



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**First Actual American Insurance Company** is a Five Billion Dollar Company. We are a licensed Insurance Company which specializes in Medical Professional Liability Insurance. Since this is all that we do, we are able to offer substantial savings in most cases.

We do understand that many of you have not heard of us, therefore, we would be happy to provide documentation upon request, to explain to you exactly who we are.

Since we are selective in whom we chose to accept, upon the request for further information we must ask that you please provide us with your full name, address, and the ID of the Agent that has contacted you.

Please click below to request further information

**Email: [Info@FAAIC.com](mailto:Info@FAAIC.com)**

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*FAAIC is the solution to a mounting problem.*

*At a time when medical professionals are faced with rising costs from Liability Coverage and other expenses, while simultaneously experiencing a reduction in income from ever decreasing HMO payments, First Actual American Insurance Company can be a breath of fresh air.*

**First Actual American Insurance Company** was founded as a response to an epidemic of malpractice lawsuits that seriously jeopardized the availability of even basic medical care. Against a decreasing tide of major insurance carriers, First Actual American Insurance Company has stepped up to protect doctors with fair and responsible coverage which is differentiated from competitors in its sensitivity to the realities of medicine, law, and liability. Our founders are leaders in the arena of malpractice liability insurance.

Focusing exclusively on medicine, we work to ensure that the doctor's voice is represented at both the state and national levels. By building a financial foundation that will keep us strong into the future, First Actual American Insurance Company is a powerful ally and advocate for the professional men and women who practice medical care every day.

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ALL FIELDS ARE REQUIRED.

Your Name:

Office Phone:

Office Fax :

E-Mail Address:

Practice Hours :

Full Time

Part time

Your Specialty:

-Please select Your Specialty--

Surgery Performed  
(Check all that apply)

Major Surgery

Minor Surgery

No Surgery Performed

OB-GYN:

Average # of deliveries per year

Year started practicing:

(After internship and residency)

Current Carrier:

-Please select Current Carrier-

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Current Coverage:  -Please select a Coverage Limit-

Policy Expiration:  Month  Date  Year

Retroactive Date:  Month  Date  Year

Years With Carrier:

Current Yearly Premium:

Practice Name:

Office Address:

City:  State:  Zip Code:

Type of Business:  (Individual, Subchapter "S", Partnership, etc.)

County of Practice:

Partners in Practice:

Claims History (Dates and Details - Last 5 Years):

FAAIC ID#:

When done, please  or

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