



THE TREASURER OF THE STATE OF FLORIDA
DEPARTMENT OF INSURANCE

TOM GALLAGHER

IN THE MATTER OF:

GREAT AMERICAN ASSURANCE COMPANY CASE NO. 40499-01-CO
f/k/a Agricultural Insurance Company

2000 Property and Casualty Market Conduct Examination

CONSENT ORDER

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

1. The Treasurer and Insurance Commissioner, as head of the **DEPARTMENT**, has jurisdiction over the subject matter of, and parties to, this proceeding.
2. **GREAT AMERICAN** is a foreign property and casualty insurer authorized to transact insurance business in Florida and is subject to the jurisdiction and regulation of the **DEPARTMENT** pursuant to the Florida Insurance Code.

3. The **DEPARTMENT** conducted a property and casualty market conduct examination of **GREAT AMERICAN** covering the period of January 1998 through June 2000, pursuant to Section 624.3161, Florida Statutes. As a result of such examination, the **DEPARTMENT** determined that **GREAT AMERICAN** committed the following violations of the Florida Insurance Code or Florida Administrative Code as outlined in total in the Fine Worksheet provided with the Report of Examination Findings.

a. Claims

1. Section 626.873, F.S.-Use of Unlicensed Non-Resident Adjuster.
2. Section 624.3161, F.S.-Failure to Correct Violation in Prior Exam Report.
3. Section 626.112, F.S.-Use of Unappointed Adjuster.
4. Section 319.30, F.S.-Failure to Properly Forward Auto Title to the Division of Highway Safety and Motor Vehicles.

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

5. For each violation noted in Paragraph 3, which was not corrected during the examination and verification provided to the **DEPARTMENT**, **GREAT AMERICAN** shall provide written documentation to the **DEPARTMENT** no later than May 15, 2001, detailing the corrective action taken in order to comply with Florida

Statutes for each of the remaining violations noted in Paragraph 3. All pending refunds shall be completed within 60 days of the execution of the Consent Order and documentation provided to the **DEPARTMENT**.

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

(a) **GREAT AMERICAN** shall pay an administrative penalty of \$10,500.00 and administrative costs of \$2,000.00 on or before the 30th day after this Consent Order is executed.

(b) **GREAT AMERICAN** shall henceforth comply with all of the provisions of the Florida Insurance Code and Florida Administrative Code, and will implement the recommendations contained in this report within 90 days after execution of Consent Order.

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

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

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

9. THEREFORE, the agreement between **GREAT AMERICAN ASSURANCE COMPANY** and the **DEPARTMENT**, the terms and conditions of which are set forth above, is approved.

FURTHER, all terms and conditions above are hereby ORDERED.

DONE AND ORDERED this _____ day of _____, 2001.

KEVIN MCCARTY
DEPUTY INSURANCE COMMISSIONER

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

**GREAT AMERICAN ASSURANCE
COMPANY**

By: _____

Title: _____

Date: _____

COPIES FURNISHED TO:

Mr. Carl H. Lindner, President
Great American Assurance Company
580 Walnut Street
Cincinnati, OH 45202

Cheryl C. Jones, AIE
Field Insurance Regional Administrator
Division of Insurer Services
Bureau of P&C Insurer Solvency and
Market Conduct Review
200 East Gaines Street, Suite 131B
Tallahassee, Florida 32399-0329

Richard M. Ellis, Esquire
Department of Insurance
Division of Legal Services
200 East Gaines Street
Tallahassee, Florida 32399-0333

INVOICE

ADMINISTRATIVE PENALTY IMPOSED BY CONSENT ORDER

In order to ensure that your payment is received and properly credited, please make your check payable to the Florida Department of Insurance and **return this invoice with your check payable** to:

Department of Insurance and State Treasurer
Division of Legal Services
Revenue Processing Section
Post Office Box 6100
Tallahassee, FL 32399-6100

REFERENCE

NAME	GREAT AMERICAN ASSURANCE COMPANY
ADDRESS:	580 Walnut Street
CITY,STATE,ZIP:	Cincinnati, OH 45202
SS# or AGENT#:	15-6020948
Case #:	40499-01-CO
Attorney:	Rick Ellis
Source:	P & C Solvency

Fine Due:	\$	10,500.00
Cost Due:	\$	2,000.00
Total Amount Due:	\$	12,500.00
Amount remitted:.....	\$	

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