

RECEIVED
JUN 24 2002



Handwritten signature/initials

FILED

JUN 21 2002

THE TREASURER OF THE STATE OF FLORIDA
DEPARTMENT OF INSURANCE

Treasurer and
Insurance Commissioner
Docketed by: OP

TOM GALLAGHER

IN THE MATTER OF:

CASE NO.: 43176-01-CO

GOVERNMENT EMPLOYEES INSURANCE COMPANY

2001 Property and Casualty Market Conduct
Examination

CONSENT ORDER

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

1. The **DEPARTMENT**, has jurisdiction over the subject matter of, and parties to, this proceeding.
2. **GOVERNMENT EMPLOYEES** 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 **GOVERNMENT EMPLOYEES** covering the period of January 1998 through December 2000, pursuant to Section 624.3161, Florida Statutes. As a result of such examination, the **DEPARTMENT** determined that **GOVERNMENT EMPLOYEES** 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. Private Passenger Automobile

1. Section 627.0651, F.S.-Use of Unfiled Rate, Rating Schedule, Rating Rule or Underwriting Guideline (PPA)-Rounding Rule.

b. Homeowners

1. Section 627.062, F.S.-Failure to Follow Filed Rate, Rating Schedule or Rating Rule-New Home Discount.

c. Cancellations/Nonrenewals

1. Section 627.062, F.S.-Failure to Follow Filed Rate, Rating Schedule or Rating Rule-FWUA Assessment.

4. The **DEPARTMENT** and **GOVERNMENT EMPLOYEES** 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. **GOVERNMENT EMPLOYEES** 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. **GOVERNMENT EMPLOYEES** agrees that upon the execution of this Consent Order it shall be subject to the following terms and conditions:

(a) **GOVERNMENT EMPLOYEES** shall pay an administrative penalty of \$2,350 and administrative costs of \$500 on or before the 30th day after this Consent Order is executed.

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

(c) **GOVERNMENT EMPLOYEES** 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 **GOVERNMENT EMPLOYEES** may be deemed willful, subjecting **GOVERNMENT EMPLOYEES** to appropriate penalties.

6. **GOVERNMENT EMPLOYEES** 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 **GOVERNMENT EMPLOYEES** to such administrative action as the **DEPARTMENT** may deem appropriate.

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

8. **THEREFORE**, the agreement between **GOVERNMENT EMPLOYEES INSURANCE COMPANY** and the **DEPARTMENT**, the terms and conditions of that are set forth above, is approved.

FURTHER, all terms and conditions above are hereby **ORDERED**.

DONE AND ORDERED this 21ST day of JUNE, 2002.



KEVIN MCCARTY
DEPUTY INSURANCE COMMISSIONER

By execution hereof **GOVERNMENT EMPLOYEES INSURANCE 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.

GOVERNMENT EMPLOYEES INSURANCE COMPANY

By: _____

Title: VICE PRESIDENT & LEGISLATIVE COUNSEL

Date: February 5, 2002

COPIES FURNISHED TO:

MS. BONNIE GORDON, SENIOR COUNSEL
Government Employees Insurance Company
1 Geico Plaza
Washington, DC 20076-3001

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

S. STROM MAXWELL, ESQUIRE
Department of Insurance
Division of Legal Services
200 East Gaines Street
612 Larson Building
Tallahassee, Florida 32399-0333