



OFFICE OF INSURANCE REGULATION

FILED

JUL 12 2007

KEVIN M. McCARTY
COMMISSIONER

DOM
~~_____~~

IN THE MATTER OF:

CASE NO.: 87909-06

MUTUAL OF OMAHA
INSURANCE COMPANY

CONSENT ORDER

THIS CAUSE came on for consideration as the result of an agreement between MUTUAL OF OMAHA INSURANCE COMPANY (hereinafter referred to as "MUTUAL OF OMAHA") and the OFFICE OF INSURANCE REGULATION (hereinafter referred to as the "OFFICE"). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter of, and parties to, this proceeding.

2. MUTUAL OF OMAHA is a foreign insurer authorized to transact insurance business in Florida, and is subject to the jurisdiction and regulation of the OFFICE pursuant to the Florida Insurance Code.

3. The OFFICE has conducted an investigation of MUTUAL OF OMAHA pursuant to Section 624.318, Florida Statutes. As a result of such investigation, the OFFICE alleges that MUTUAL OF OMAHA committed the following violations of the Florida Statutes:

a. Section 627.410(6)(d)2, Florida Statutes - Prohibited use of premium class definitions which classify insured based on year of issue or duration since issue.

b. Section 626.9541(1)(g)2, Florida Statutes – Knowingly making any unfair discrimination between individuals of the same actuarially supportable class, as determined at the original time of issuance of the coverage, and essentially the same hazard, in the amount of rates charged.

c. Section 626.9541(1)(o)2, Florida Statutes – Knowingly collecting a premium which is less than the premium applicable to such insurance, in accordance with the rates filed with and approved by the OFFICE.

d. Section 627.410(6)(a), Florida Statutes – Failure to file and use of unfiled premium rates.

4. The OFFICE and MUTUAL OF OMAHA expressly waive a hearing in this matter, as well as the makings of findings of fact and conclusions of law by the OFFICE, and all further and/or other proceedings herein to which the parties may be entitled either by law or rules of the OFFICE. MUTUAL OF OMAHA hereby knowingly and voluntarily waives all 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. MUTUAL OF OMAHA agrees that the failure to adhere to one or more of the terms and conditions of this Order shall constitute a violation of a lawful order of the OFFICE, and shall subject MUTUAL OF OMAHA to such administrative action as the OFFICE may deem appropriate.

6. MUTUAL OF OMAHA neither admits nor denies the OFFICE's findings; however, MUTUAL OF OMAHA desires to enter into this Consent Order in the interest of resolving this matter expeditiously and amicably. Therefore, MUTUAL OF OMAHA agrees

that upon the execution of this Consent Order, it shall be subject to the following terms and conditions:

a. **MUTUAL OF OMAHA** shall pay a penalty of Ten-thousand dollars (\$10,000) and administrative costs of three-thousand dollars (\$3,000), on or before the thirtieth (30th) day after which this Consent Order is executed.

b. **MUTUAL OF OMAHA** shall implement a system to assure that newly approved rate changes are applied consistently to all policies within the class without discrimination, and without a rate guarantee.

c. **MUTUAL OF OMAHA** shall, within thirty (30) days of the execution of this Consent Order, provide a report to the **OFFICE** which documents the completion of its corrective actions, and the date upon which the corrective system for implementing rate changes took effect.

d. **MUTUAL OF OMAHA** is hereby placed on notice of the requirements of the above-referenced sections of law, and agrees that any future violations of the statutes named therein by **MUTUAL OF OMAHA** may be deemed willful, subjecting **MUTUAL OF OMAHA** to the appropriate penalties associated therewith.

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

8. **THEREFORE**, the agreement between **MUTUAL OF OMAHA** and the **OFFICE**, 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 12th day of JULY, 2007.



Commissioner
Office of Insurance Regulation

By execution hereof MUTUAL OF OMAHA INSURANCE COMPANY consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents, pursuant to Section 624.310, Florida Statutes, that he/she has the authority to bind MUTUAL OF OMAHA INSURANCE COMPANY to the terms and conditions of this Consent Order.

MUTUAL OF OMAHA INSURANCE
COMPANY

Corporate Seal

By _____

Fred Kottmann

Print or Type Name

Title: Manager - Market Conduct

Date: 7/2/07

STATE OF Nebraska

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 2 day of July 2007,

by Fred Kottmann as MANAGER
(Name of Person) (Type of Authority... e.g. Officer, Trustee Attorney in Fact)

for Mutual of Omaha Insurance Company
(Company Name)

(Signature of the Notary)

Sheila P. Menard

(Print, Type or Stamp Commissioned Name of Notary)

Personally Known or Produced Identification _____
Type of Identification Produced _____

[NOTARIAL SEAL]

My Commission Expires:



COPIES FURNISHED TO:

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