



THE TREASURER OF THE STATE OF FLORIDA
DEPARTMENT OF INSURANCE

TOM GALLAGHER

IN THE MATTER OF:

CASE NO. 40662-01-CO

MIC GENERAL INSURANCE CORPORATION
2000 Property and Casualty
Market Conduct Examination

CONSENT ORDER

THIS CAUSE came on for consideration as the result of an agreement between **MIC GENERAL INSURANCE CORPORATION**, hereinafter referred to as **MIC GENERAL** 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 **FLORIDA DEPARTMENT OF INSURANCE**, 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. **MIC GENERAL** 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 **MIC GENERAL** covering the period of January 1996 through December 1998, pursuant to Section 624.3161, Florida Statutes. As a result of such examination, the **DEPARTMENT** determined that **MIC GENERAL** 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. Agents/MGA

1. Section 626.112, F.S.-Use of Unlicensed and Unappointed Agent.

b. Claims

1. Section 626.877, F.S.-Failure to Properly Adjust Claim per Policy Requirements.
2. Section 627.318, F.S.,-Failure to Maintain Records.

c. Complaints

1. Section 627.318, F.S.-Failure to Maintain Records.
2. Section 626.877, F.S.-Failure to Properly Adjust Claim per Policy Requirements.

4. The **DEPARTMENT** and **MIC GENERAL** 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. **MIC GENERAL** 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**, **MIC GENERAL** shall provide written documentation to the **DEPARTMENT** no later than June 1, 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. **MIC GENERAL** agrees that upon the execution of this Consent Order it shall be subject to the following terms and conditions:

(a) **MIC GENERAL** shall pay an administrative penalty of \$1,350.00 and administrative costs of \$250.00 on or before the 30th day after this Consent Order is executed.

(b) **MIC GENERAL** 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) **MIC GENERAL** 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 **MIC GENERAL** may be deemed willful, subjecting **MIC GENERAL** to appropriate penalties.

7. **MIC GENERAL** 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 **MIC GENERAL** 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 **MIC GENERAL INSURANCE CORPORATION** 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 ____ day of _____, 2001.

KEVIN MCCARTY
DEPUTY INSURANCE COMMISSIONER

By execution hereof **MIC GENERAL INSURANCE CORPORATION** 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.

MIC GENERAL INSURANCE CORPORATION

By: _____

Title: _____

Date: _____

Corporate Seal

COPIES FURNISHED TO:

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