



THE TREASURER OF THE STATE OF FLORIDA
DEPARTMENT OF INSURANCE

TOM GALLAGHER

IN THE MATTER OF:

CASE NO.: 41179-01-CO

NATIONWIDE GENERAL INSURANCE COMPANY

2000 Property and Casualty Market Conduct Examination

CONSENT ORDER

THIS CAUSE came on for consideration as the result of an agreement between **NATIONWIDE GENERAL INSURANCE COMPANY**, hereinafter referred to as **NATIONWIDE 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. **NATIONWIDE 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 **NATIONWIDE 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 **NATIONWIDE 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. Private Passenger Automobile

1. Section 627.0653, F.S.-Failure to Provide Safety Device Discounts.
2. Section 627.727, F.S.-Failure to Offer/Obtain/Maintain Signed UM Acceptance/Rejection Form.

b. Cancellations/Nonrenewals

1. Rule 4-167.010, Failure to Provide Proof of Mailing.
2. Section 627.318, F.S.-Failure to Maintain Records.

4. The **DEPARTMENT** and **NATIONWIDE 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. **NATIONWIDE 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**, **NATIONWIDE GENERAL** shall provide written documentation to the **DEPARTMENT** no later than June 20, 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. **NATIONWIDE GENERAL** agrees that upon the execution of this Consent Order it shall be subject to the following terms and conditions:

(a) **NATIONWIDE GENERAL** shall pay an administrative penalty of \$2,300 and administrative costs of \$500 on or before the 30th day after this Consent Order is executed.

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

7. **NATIONWIDE 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 **NATIONWIDE 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 **NATIONWIDE GENERAL 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 _____ day of _____, 2001.

KEVIN MCCARTY
Deputy Insurance Commissioner

By execution hereof **NATIONWIDE GENERAL 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.

NATIONWIDE GENERAL INSURANCE COMPANY

By: _____

(Typed or Printed Name)

Title: _____

Date: _____

COPIES FURNISHED TO:

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