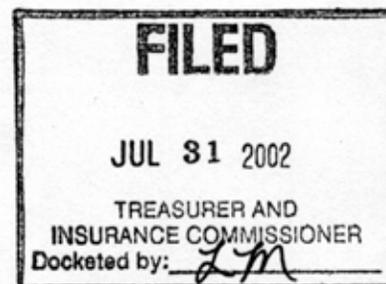




THE TREASURER OF THE STATE OF FLORIDA  
DEPARTMENT OF INSURANCE



Tom Gallagher

IN THE MATTER OF:

CASE NO.: 43169-02-CO

EMBASSY BONDING & SURETY, LTD. and

MICHAEL EDWARD ROCK

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**IMMEDIATE FINAL ORDER**

TO: EMBASSY BONDING & SURETY, LTD.  
85 West Pine Street, Suite 220  
Orlando, Florida 32801

EMBASSY BONDING & SURETY, LIMITED  
*In care of* Anthony R. Thomas, Solicitors  
Level 5, The Shortland Centre  
51 Shortland Street  
Auckland, 1, New Zealand

EMBASSY BONDING & SURETY, LIMITED  
*In care of its Directors*  
John Frank La Monica and Joseph Michael La Monica  
1719 So. Mannheim Road  
Des Plaines, Illinois 60016

EMBASSY BONDING & SURETY, LTD  
*In care of* the Florida Department of Insurance  
Service of Process Section  
200 East Gaines Street  
Tallahassee, Florida 32399  
*Pursuant to Section 626.906, Florida Statutes*

MICHAEL EDWARD ROCK  
Embassy Bonding & Surety, Ltd.  
85 West Pine Street, Suite 220  
Orlando, Florida 32801

MICHAEL EDWARD ROCK  
Rock Insurance Agency  
5999 S. New Wilke Road, Suite 102  
Rolling Meadows, Illinois 60008-4501

MICHAEL EDWARD ROCK  
3704 Jay Lane  
Rolling Meadows, Illinois 60008-2828

YOU ARE HEREBY NOTIFIED that pursuant to the Florida Insurance Code including, Sections 624.307, 624.317, 624.318, 626.201, and 120.569, *Florida Statutes*, the State of Florida, Department of Insurance (hereafter referred to as the "Department") has caused an investigation to be made of the insurance-related activities of EMBASSY BONDING & SURETY, LTD., its divisions, associations, and related organizations and entities (hereafter collectively referred to as EMBASSY), and of MICHAEL EDWARD ROCK. As a result of that investigation, the Department finds:

1. EMBASSY is not currently licensed or authorized, nor has it ever been licensed or authorized to transact insurance in Florida as an authorized property and casualty insurer, as an eligible Surplus Lines insurer pursuant to Chapter 626, Part VIII, *Florida Statutes*, or otherwise. All insurers are required by Florida law to hold a Florida Certificate of Authority in order to conduct business in this State in accordance with Section 624.401, *Florida Statutes*, or to be an eligible surplus lines insurer in accordance with, *inter alia*, Section 626.918, *Florida Statutes*.

2. Despite the absence of any certificate of authority or any other authorization to transact insurance business in Florida, EMBASSY has engaged and currently engages in the unlicensed, unauthorized, and therefore illegal business of insurance in violation of the Florida Insurance Code including, Sections 624.401(2) and 626.901, *Florida Statutes*.

3. EMBASSY conducts its Florida unauthorized insurance business from offices located in Orlando, Florida, by and through agents or representatives who are not licensed as insurance agents or as surplus lines agents as required by Sections 626.112 and 626.927, *Florida Statutes*, and who have not posted the surplus agent's bond required by Section 626.928, *Florida Statutes*. Among those persons is

MICHAEL EDWARD ROCK, an Illinois resident, who is licensed in Florida only as a Non-Resident Life and Health (0818) agent (License No. A223288).

4. Section 624.02, *Florida Statutes* defines "Insurance" as: *"Insurance" is a contract whereby one undertakes to indemnify another or pay or allow a specified amount or a determinable benefit upon determinable contingencies.*

5. Section 624.03, *Florida Statutes* defines "Insurer" as: *"Insurer" includes every person engaged as indemnitor, surety, or contractor in the business of entering into contracts of insurance or annuity.*

6. Section 624.09, *Florida Statutes* defines "Authorized", "Unauthorized insurer" as: *(1) An "authorized" insurer is one duly authorized by a subsisting certificate of authority issued by the department to transact insurance in this state. (2) An "unauthorized" insurer is one not so authorized.*

7. Section 624.10, *Florida Statutes* defines "Transacting insurance" as: *"Transact" with respect to insurance includes any of the following, in addition to other applicable provisions of the code: (1) solicitation or inducement. (2) Preliminary negotiations. (3) Effectuation of a contract of insurance. (4) Transaction of matters subsequent to the effectuation of a contract of insurance and arising out of it.*

8. Section 626.901, *Florida Statutes* provides that if an insurer directly or indirectly engages in this state in the transactions described in ss. (1) of that statute, the insurer must be licensed as an authorized insurer or must be an eligible surplus lines insurer.

9. Section 626.914(1), *Florida Statutes* defines "Surplus lines agent" as: *an individual licensed as provided in this part to handle the placement of insurance coverages with unauthorized insurers and to place such coverages with authorized insurers as to which the licensee is not licensed as an agent.*

10. Section 626.914(2), *Florida Statutes* defines "Eligible surplus lines insurer" as: *An unauthorized insurer which has been made eligible by the department to issue insurance coverage under this Surplus Lines Law.*

11. Section 626.938(1), *Florida Statutes* provides, in pertinent part: *Every insured who in this state procures or causes to be procured or continues or renews insurance with an unauthorized foreign or alien insurer...other than insurance procured through a surplus lines agent pursuant to the Surplus Lines Law of this state...shall, within 30 days after the date such insurance was so procured, continued, or renewed, file a report of same with the Florida Surplus Lines Service Office...*

12. Section 626.938(3), *Florida Statutes* provides, in pertinent part: *...there is levied upon the obligation, chose in action, or right represented by the premium charged for such insurance a tax at the rate of 5 percent of the gross amount of such premium and a 0.3 percent service fee pursuant to s. 626.9325. The insured shall withhold the amount of the tax and service fee from the amount of premium charged by and otherwise payable to the insurer for such insurance. Within 30 days after the insurance is procured, continued, or renewed, and simultaneously with the filing of the report provided for in subsection (1)with the Florida Surplus Lines Service Office, the insured shall make payable to the Department of Insurance the amount of the tax and make payable to the Florida Surplus Lines Service Office the amount of the service fee. The insured shall remit the tax and service fee to the Florida Surplus Lines Service Office.*

13. Section 626.938(4), *Florida Statutes* provides: *If the insured fails to withhold from the premium the amount of tax and the service fee herein levied, the insured shall be liable for the amount thereof and shall pay that amount to the Florida Surplus Lines Service Office within the time stated in subsection (3).*

14. Section 626.938(8), *Florida Statutes* provides: *This section does not abrogate or modify, and shall not be construed or deemed to abrogate or modify, any provision of s. 626.901, s. 626.902, s. 626.903, or any other provision of this code.*

15. Section 624.06, *Florida Statutes* provides: *(1) A "domestic" insurer is one formed under the laws of this state. (2) A "foreign" insurer is one formed under the laws of any state, district, territory, or commonwealth of the United States other than this state. (3) An "alien" insurer is an insurer other than a domestic or foreign insurer.*

16. EMBASSY is not subject to any exception to the requirement of the Florida Insurance Code for a Certificate of Authority to engage in the business of insurance as an authorized insurer, nor is it subject to any exception to the requirements of the Surplus Lines Law, including that of offering “independently procured coverage” within the contemplation of Section 626.938, *Florida Statutes*.

17. EMBASSY presently engages in the unlicensed, unauthorized, and therefore illegal, insurance business in Florida as an unauthorized medical malpractice insurer. It does so, directly, and through agents or other representatives including, one MICHAEL EDWARD ROCK, by soliciting the sale of, selling, and issuing medical malpractice insurance policies or certificates of liability coverage to medical doctors and other health care professionals in Florida, some of whom include:

Dr. Wendell J. Courtney	Leesburg, Florida
Dr. James Janousek	Live Oak, Florida
Dr. Christopher M. Chappell	Kissimmee, Florida
Dr. Oscar E. Piedad	Kissimmee, Florida
Dr. Johanne S. Dunn	Kissimmee, Florida
Dr. Donna Lester	Kissimmee, Florida
Dr. Michael Link	Kissimmee, Florida
Dr. P. Denis Kuehner	Sanibel, Florida

18. In conjunction with its solicitation and sale of the unauthorized medical malpractice insurance, EMBASSY has misrepresented, disseminated, and published, and continues to represent, disseminate, and publish to Florida residents that such coverage constitutes “independently procured coverage” and that it is “internationally licensed” insurance not subject to regulation by the Florida Department of Insurance. Such statements are both misleading and untrue, in that medical malpractice insurance coverage is not subject to “international regulation”, and for the further reason that such insurance is not “independently procured coverage” within the meaning of Section 626.938, *Florida Statutes*. Specifically, in order to constitute “independently procured coverage”, the insurance coverage

must be issued by an alien or by a foreign insurer. In fact, although EMBASSY is a “registered company” in New Zealand according to the *New Zealand Companies Office*, it is not licensed as an insurance company or other risk-bearing entity. Likewise, EMBASSY maintains a Florida place of business and otherwise operates from, Orlando, Florida. It is not, by definition, a foreign or an alien insurer.

Furthermore, Section 626.938(3), *Florida Statutes* imposes upon the person or entity insured under independently procured coverage, an obligation to report the placement of such coverage, and to pay a 5 percent tax and 0.3 percent service fee. Notwithstanding, EMBASSY itself collected the 5 percent tax from one or more of the insureds that purchased the insurance, including, Drs. Chappel, Piedad, Dunn, Lester, and Link, of Family Practice Associates. By so doing, EMBASSY effectively precluded them from complying with the mandate of the Surplus Line Law, and exposed them to the risk of having to again pay that amount to the Department of Insurance pursuant to Section 626.938(4), *Florida Statutes*.

19. As an unlicensed insurer that has not satisfied the statutory requirements necessary to obtain a Certificate of Authority, EMBASSY presents a grave and immediate risk of financial harm to the residents of Florida. Although the Department is not now aware of instances of delays or failure to pay current claims, without a determination by the Department that the insurer meets the statutory capital, surplus, operational, and other requirements, the particularized harm resulting from its operation in Florida include:

A). The potential inability to meet its financial obligations to the physicians and other health care providers to whom and to which it sells its policies resulting, in whole or in part, from insufficient capital, surplus and reserves, by charging inadequate or otherwise actuarially unsound rates or premiums, and by enterprise management that is dishonest, unlicensed, untrained, or unskilled in legitimate insurance operations. In order to obtain a license to transact insurance business in Florida, the Insurance

Code requires licensed insurers to maintain necessary funds with which to transact such business, including funds with which to:

- i). Recruit, hire, train, and maintain a staff of qualified and licensed persons to investigate, evaluate, adjust, and negotiate claims made against persons and entities insured;
- ii). Recruit, retain, and pay, on a continuing basis, qualified counsel to defend claims made against persons and entities insured and;
- iii). Pay claims for which EMBASSY'S insureds have been found, or who are determined to be legally liable.

B. The issuance of policies or contracts on forms that have not been approved by the Department of Insurance and which therefore do not contain the safeguards and disclosures for the benefit of the public that have been determined by the Legislature to be necessary and that are required by the Florida Insurance Code;

C. The adverse financial impact upon health care providers who have paid tens of thousands of dollars as premium for illusory medical malpractice insurance and who, as a result, believe that they have the financial protection afforded by legitimate medical liability coverage;

D. The adverse financial impact upon consumers of health care services who, if injured by the negligent act or omission of a health care provider allegedly insured through EMBASSY, do not have the protection and source of recovery, as a third-party beneficiary of legitimate medical malpractice insurance, to compensate them for their legal damages including, ongoing medical care, treatment, therapy, or rehabilitation.

E. In part, by offering rates that are substantially below those charged by licensed insurers, EMBASSY induces health care providers to abandon their legitimate insurance with lawful, licensed, and regulated insurers, and to purchase the EMBASSY product. By so doing, the health care providers lose both the legal and financial safeguards that attend insurance with an entity that is licensed and regulated by the Department. Those safeguards include, mandatory financial reporting to and oversight by the

Department, requirements that necessary reserves be established to defend and to pay claims on an ongoing basis, and requirements that persons who sell such coverage and who handle claims made under it be licensed and otherwise under the jurisdiction of the Department to ensure minimal competence, honesty, and adherence to applicable requirements of the Florida Insurance Code.

20. The unlicensed transaction of business as an insurer by EMBASSY places Florida residents at grave and immediate risk for the further reason that EMBASSY has not complied with the Department's application procedure for entities that wish to conduct insurance business in the State. As a condition of licensure, principals of insurers and other risk-bearing entities must submit an application to the Department of Insurance, undergo a background check, and otherwise be determined to have the requisite knowledge, experience, honesty, and integrity to transact insurance. These statutes were enacted for the benefit and the protection of the insurance-buying public by requiring that only honest and competent individuals obtain an insurance license and serve as principals of insurance entities. The unlicensed transaction of insurance by EMBASSY therefore deprives Florida consumers of the benefits of such statutory requirements of competence and honesty.

21. In State vs. Knott, 166 Fla. 835 (Fla., 1936), the Florida Supreme Court found "that the business of insurance so directly affects the public that it is generally considered to be affected with a public interest, and, being so, is subject to the regulation and control by the Legislature, which includes the power to license and regulate the agents through whom such business is conducted". Id. at 837. The Court further held that "it would be difficult to find a business that more vitally affects the public interest... Id. In Natelson vs. Department of Insurance, 454 So.2d 31 (Fla. 1<sup>st</sup> DCA, 1984), the court stated that the business of insurance is "greatly affected by the public trust". Id. at 31. Indeed, insurance contracts are characterized by the law as uberrimae fidei contracts, and as such are agreements "of utmost good faith".

22. Based upon the foregoing, the Department of Insurance finds that EMBASSY BONDING & SURETY, LTD. and MICHAEL EDWARD ROCK are engaging in the unauthorized and therefore illegal

business of insurance in Florida in violation of the Florida Insurance Code including, Sections 624.410, 624.11, 626.112, 624.401(1), 626.451, 626.915, 626.916, 626.9521, 626.9541, 626.901, and 627.410, *Florida Statutes*.

WHEREFORE, pursuant to the Florida Insurance Code and other applicable statutes, including, Sections 120.569(2)(n), *Florida Statutes*, the Department finds that the continued transaction of insurance without licensure by EMBASSY BONDING & SURETY, LTD. and MICHAEL ROCK, and in violation of the Florida Insurance Code, constitutes an immediate danger to the public welfare so as to require the issuance of this Immediate Final Order.

Accordingly, IT IS HEREBY ORDERED:

A). EMBASSY BONDING & SURETY, LTD. and MICHAEL EDWARD ROCK, whether acting in the State of Florida as an insurer, an insurance agent, an insurance agency, an insurance adjuster, a third-party administrator, a managing general agent, or otherwise engaging in the business of insurance, either directly or indirectly through named and unnamed persons, entities, agents, or otherwise, shall forthwith CEASE AND DESIST from the transaction of any new or renewal insurance business, including as a medical malpractice insurer.

B). EMBASSY BONDING & SURETY, LTD. and MICHAEL EDWARD ROCK shall forthwith notify, in writing, each and every agent, broker, salesperson, and other marketing outlet that is presently or that has in the past been used to solicit, sell, or deliver its products in Florida of the cessation of EMBASSY BONDING's Florida business because it is unlicensed, and shall also inform such persons and entities that no further applications will be accepted nor contracts issued. It shall further direct each and every agent, broker, salesperson, and other marketing outlet, in writing, to forthwith offer to replace the medical malpractice coverage of each client, and person or entity afforded coverage under an EMBASSY policy or contract with substantially comparable coverage provided by a Florida authorized insurer or eligible surplus lines carrier.

EMBASSY BONDING & SURETY, LTD. and MICHAEL EDWARD ROCK shall furnish for approval or edit a draft of such notification to the Department within three (3) days of this Immediate Final Order. They shall thereafter, within three (3) days of receipt by mail or by fax of the Department's approval or edits, mail such letter (in revised form if edited by the Department) to all such agents, brokers, salespersons, and other marketing outlets, and shall immediately thereafter file the sworn attestations of each officer, director, general partner, and limited partner of EMBASSY, and of MICHAEL EDWARD ROCK, that there has been full compliance with this provision.

C). EMBASSY BONDING & SURETY, LTD. and MICHAEL EDWARD ROCK shall forthwith notify in writing each person or entity in Florida that was insured under any policy, contract, or certificate of coverage issued by or on behalf of EMBASSY, and to which has been furnished a certificate of coverage as evidence of medical malpractice insurance through EMBASSY, of the cessation of EMBASSY's business in Florida because it is unlicensed, and that each such person or entity should immediately obtain medical malpractice coverage from an authorized insurer or eligible surplus lines carrier.

EMBASSY BONDING & SURETY, LTD. and MICHAEL EDWARD ROCK shall furnish for approval or edit a draft of such notification to the Department within three (3) days of this Immediate Final Order. They shall, thereafter, within three (3) days of receipt by mail or by fax of the Department's approval or edits, mail such notice (in revised form if edited by the Department) to each such subscriber, member, beneficiary, and applicant, and shall immediately thereafter file the sworn attestations each officer, director, general partner, and limited partner of EMBASSY, and of MICHAEL EDWARD ROCK that there has been full compliance with this provision.

D). EMBASSY BONDING & SURETY, LTD. and MICHAEL EDWARD ROCK shall, within fifteen (15) calendar days from the date hereof, deliver to the Department all documents, materials, and things that are itemized on the attached Exhibit "A". The materials shall be accompanied by the sworn attestations of an officer, director, general partner, or limited partner of EMBASSY, and of MICHAEL

EDWARD ROCK that they conducted a diligent search of all of the records within the actual or constructive control of EMBASSY and of MICHAEL EDWARD ROCK, and that the materials delivered to the Department in compliance with this provision constitute all of the documents that were located.

E). EMBASSY BONDING & SURETY, LTD. and MICHAEL EDWARD ROCK shall, within fifteen (15) calendar days from the date hereof, deliver to the DEPARTMENT a full and complete accounting of all premiums billed and claims paid or incurred, since the inception of its operation in Florida. Such accounting shall be sworn as true and correct by each officer, director, general partner, and limited partner of EMBASSY, and by MICHAEL EDWARD ROCK.

F). Subject to the other mandates of this Immediate Final Order, EMBASSY BONDING & SURETY, LTD shall continue to be responsible for the defense and payment of claims, and otherwise for the timely fulfillment of its contractual obligations to each person or entity insured until all Florida claims have been paid or until further action or order of the Department to the contrary. EMBASSY shall use its assets, including reserves, solely for the defense and payment of claims. For the protection of the public, and to preserve books, records and assets of EMBASSY, neither it nor its officers, directors, general partners, limited partners, employees, nor MICHAEL EDWARD ROCK, shall take or permit any action that might waste, conceal or otherwise dispose of the assets, property, books, records, and accounts of EMBASSY BONDING & SURETY, LTD.

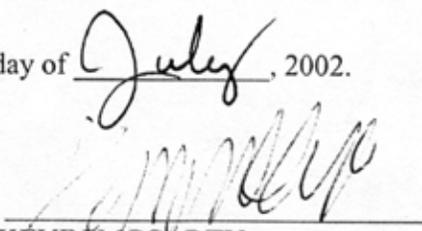
G). The entry of this Immediate Final Order, or any amendment thereto, shall not be interpreted as having, nor shall it have, the effect of abrogating any statutory, common law, or contractual rights of any person or entity insured by or who or which may be a third-party beneficiary of, coverage under any EMBASSY policy, contract, or certificate of coverage, nor of any person or entity that has relied upon the existence of a policy, contract, or certificate of coverage with EMBASSY in granting or allowing any right, privilege, or chose in action.

H). The issuance of this Immediate Final Order and the procedural safeguards set forth herein are concluded to be fair under the circumstances due to the potential grave harm resulting from

unauthorized insurance entities engaging in the business of insurance in Florida. A Notice of Intent to Issue a Cease and Desist Order and Assess Penalty will be issued immediately following this Immediate Final Order. Procedures set forth therein afford EMBASSY BONDING & SURETY, LTD. and MICHAEL EDWARD ROCK the opportunity to request a proceeding pursuant to Section 120.57, *Florida Statutes*.

DONE AND ORDERED this 31<sup>st</sup> day of July, 2002.



  
KEVIN MCCARTY  
Deputy Insurance Commissioner

NOTICE OF RIGHTS

You are hereby notified pursuant to Section 120.569(1), *Florida Statutes*, that you have the right to request a hearing. The request for hearing must be in writing and filed with the Department within five (5) days of the receipt of this Order, excluding weekends or holidays. If a written request is timely filed, the affected party(ies) will be given an opportunity for a hearing at a convenient time in Tallahassee, Florida. The hearing will be limited to a review of the finding that the facts recited present an immediate threat to the public health, safety, and welfare sufficient to justify the entry of this Immediate Final Order. Failure to file a request for a hearing within five (5) days constitutes a waiver, and no Hearing will be held.

Any party to these proceedings adversely affected by this Order is entitled to seek review of this Order pursuant to Section 120.68, *Florida Statutes*, and Rule 9.110, *Fla.R.App.P.* Review proceedings must be instituted by filing a petition or notice of appeal with the General Counsel, acting as the agency clerk, at 612 Larson Building, Tallahassee, Florida 32399-0333, and a copy of the same with the appropriate district court of appeal, within thirty (30) days of rendition of this Order.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Immediate Final Order has been sent by Certified Mail this 1 day of Nov., 2002 to, and shall forthwith be served upon:

EMBASSY BONDING & SURETY, LTD.  
85 West Pine Street, Suite 220  
Orlando, Florida 32801

EMBASSY BONDING & SURETY, LIMITED  
*In care of* Anthony R. Thomas, Solicitors  
Level 5, The Shortland Centre  
51 Shortland Street  
Auckland, 1, New Zealand

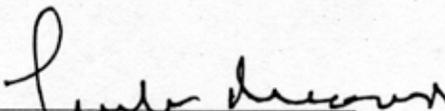
EMBASSY BONDING & SURETY, LIMITED  
*In care of its Directors*  
John Frank La Monica and Joseph Michael La Monica  
1719 So. Mannheim Road  
Des Plaines, Illinois 60016

EMBASSY BONDING & SURETY, LTD  
*In care of the Florida Department of Insurance*  
Service of Process Section  
200 East Gaines Street  
Tallahassee, Florida 32399  
*Pursuant to Section 626.906, Florida Statutes*

MICHAEL EDWARD ROCK  
EMBASSY BONDING & SURETY, LTD.  
85 West Pine Street, Suite 220  
Orlando, Florida 32801

MICHAEL EDWARD ROCK  
Rock Insurance Agency  
5999 S. New Wilke Road, Suite 102  
Rolling Meadows, Illinois 60008-4501

MICHAEL EDWARD ROCK  
3704 Jay Lane  
Rolling Meadows, Illinois 60008-2828

  
LUKE S. BROWN

Senior Executive Attorney  
Unauthorized Entities Section  
Florida Department of Insurance  
P.O. Box 15465  
Tallahassee, Florida 32317  
Telephone: 850/ 413-2485  
Fax: 850/ 488-0313

## EXHIBIT "A"

1. A complete listing of all persons and entities in Florida to whom and to which have been solicited, offered, or sold any policy, contract, or certificate of coverage for professional liability insurance or protection that was or is offered, sold, underwritten, or which otherwise involves in any way EMBASSY BONDING & SURETY, LTD. In each case, you are also to specify the name and nature of the product. If different forms or contracts are or have been used the listing shall specify what form was offered or sold in each case. Included in the scope of this request are the names and addresses of all persons and entities provided with benefits under all such contracts, policies, or certificates of coverage.

2. A copy of each form of contract, policy, or certificate of coverage that has been used or issued in Florida since the inception of your business operation.

3. A copy of each Certificate of Authority or other document issued to EMBASSY BONDING & SURETY, LTD. as an insurer, eligible surplus lines carrier, or other form of risk-bearing entity, or which otherwise authorizes the transaction of insurance, issued by the insurance regulatory authority of each other State. If you contend that EMBASSY BONDING & SURETY, LTD. is authorized to transact the business of insurance under any federal or international statute, treaty, compact, or other body of law, you are to produce all such documents upon which you rely in support of that contention.

4. Bank statements evidencing all sums collected from Florida and each other state as premium, statutory premium tax, and statutory service charges since the inception of your business operation. Please set forth separately each category of revenue.

5. All *pro formas*, actuarial memoranda, and related documents pertaining to benefit levels, premiums, reserves, and like aspects of all insurance policies, contracts, and certificates of coverage issued by or through EMBASSY BONDING & SURETY, LTD.

6. A copy of the organizational chart depicting the functions and relationships of all persons, corporations, and other entities, including all indemnitors, reinsurers, stop-loss carriers, and all other functionally and organizationally related entities involved in the solicitation, marketing, sales, underwriting, and claims aspects of all insurance products issued by or through EMBASSY BONDING & SURETY, LTD.

7. All underwriting guidelines that are and have in the past been used by EMBASSY BONDING & SURETY, LTD. for all Florida business.

8. All claims manuals that are and have been utilized by EMBASSY BONDING & SURETY, LTD. for the investigation and adjudication of claims arising under contracts, policies, or certificates of coverage issued to persons and entities in Florida.

9. All written solicitation, advertising, and marketing material utilized in Florida by EMBASSY BONDING & SURETY, LTD.

10. All applications for and policies of primary insurance, reinsurance, and stop-loss coverage submitted by or on behalf of EMBASSY BONDING & SURETY, LTD. Included within the scope of this request are any pending applications for primary insurance, reinsurance, and stop-loss coverage, and any written denials or rescissions of such coverage.

11. A copy of each insurance license held by each officer, director, manager, member, general partner, limited partner, and salesperson of and for EMBASSY BONDING & SURETY, LTD.

12. A copy of each contract, letter, or memorandum of agreement between EMBASSY BONDING & SURETY, LTD. and each Florida attorney or law firm, concerning the provision of legal representation to insureds of EMBASSY in the event of a lawsuit against such insured for a covered cause of loss.

13. Computer runs or similar documentation evidencing all claim payments under contracts, policies, or certificates issued to Floridians or under which Floridians are or were afforded coverage, since the inception of EMBASSY BONDING & SURETY, LTD.'S operation in Florida. If necessary to understand or to clarify such documentation, please also provide a key to any coding systems employed.

14. Computer runs or similar documentation evidencing all claims, incurred but not paid, under contracts, policies, or certificates issued to Floridians or under which Floridians are or were afforded coverage, since the inception of EMBASSY BONDING & SURETY, LTD.'S operation in Florida. If necessary to understand or to clarify such documentation, please also provide a key to any coding systems employed.

15. Documentation evidencing claim denials under contracts, policies, or certificates issued to Floridians or under which Floridians are or were afforded coverage, since the inception of EMBASSY BONDING & SURETY, LTD.'S operation in Florida. If necessary to understand or to clarify such documentation, please also provide a key to any coding systems employed.

16. A copy of each contract with, and Florida insurance license of, each adjuster, or other person or entity involved in the investigation or adjustment of Florida claims since the inception of EMBASSY BONDING & SURETY, LTD.'S operation in Florida.

17. A complete listing of the names and business and residence addresses of all persons who are presently authorized to submit potential business to EMBASSY BONDING & SURETY, LTD.

18. All documentation or other data compilations evidencing the gross premium collected by EMBASSY BONDING & SURETY, LTD. from Florida business.