

Market Conduct Report

Nationwide Mutual Fire Insurance Company
Nationwide Property & Casualty Insurance Company
Nationwide General Insurance Company
Nationwide Mutual Insurance Company
National Casualty Company

Connecticut Insurance Department

February 10, 2015

TABLE OF CONTENTS

	Page
I. <u>Introduction</u>	1
A. Statutory Authority	1
B. Scope of Examination	1
C. Company Profile	1
D. Market Conduct Reports	2
E. Privacy of Consumer Financial Information	2
II. <u>Items Examined</u>	3
A. Operations and Management	3
B. Complaint Handling	5
C. Marketing and Sales	5
D. Producer Licensing	6
E. Policyholder Service	7
F. Underwriting and Rating	7
G. Claims	12
III. <u>Summary of Recommendations</u>	17
IV. <u>Acknowledgment</u>	20

I. INTRODUCTION

A. Statutory Authority

By authority granted under Section 38a-15 of the Connecticut General Statutes, this examination was conducted by Market Conduct examiners of the State of Connecticut Insurance Department at the Department's office located in Hartford, Connecticut and at the company(s) office located in Harrisburg, Pennsylvania.

B. Scope of Examination

From July 28, 2014 through November 11, 2014, the Market Conduct Division of the Connecticut Insurance Department examined the market conduct practices of the company(s) using a sample period of January 1, 2013 through December 31, 2013. The examination was limited to Connecticut business.

C. Company Profile

<u>Company</u>	<u>Commenced Business</u>	<u>State of Domicile</u>
Nationwide Mutual Fire Insurance Company	December 27, 1933	Ohio
Nationwide Property & Casualty Insurance Co.	November 9, 1979	Ohio
Nationwide General Insurance Company	August 22, 1957	Ohio
Nationwide Mutual Insurance Company	December 16, 1925	Ohio
National Casualty Company	December 19, 2904	Wisconsin

Direct premiums written as of December 31, 2013 are as follows:

	<u>Connecticut</u>	<u>Total</u>
Nationwide Mutual Fire Insurance Company	32,129,270	1,607,053,243
Nationwide Property & Casualty Insurance Co.	42,451,105	1,570,263,721
Nationwide General Insurance Company	39,400,452	438,604,969
Nationwide Mutual Insurance Company	93,191,637	3,596,737,819
National Casualty Company	21,431,942	795,271,654

D. Market Conduct Reports

The examiners generated a listing of market conduct examination reports using National Association of Insurance Commissioners' I-Site. This information was used to request market conduct examination reports from the companies.

The examiners obtained copies of all relevant market conduct examination reports which had been issued to the company(s) during the three (3) years preceding the examination. The reports were reviewed to identify any recommendations that had been made by the respective Insurance Departments and to determine whether the company(s) had taken appropriate corrective action in response to those recommendations.

It appears that the company(s) have taken appropriate corrective action in these instances.

E. Privacy of Consumer Financial Information

Standard 1: The companies have adequate procedures in place for the protection of consumer financial information.

The companies appear to be in compliance.

Standard 2: The companies provide each consumer with an initial privacy notice in accordance with statutes, rules and regulations.

The companies appear to be in compliance.

Standard 3: The companies provide each consumer with an annual privacy notice in accordance with statutes, rules and regulations but at a minimum annually.

The companies appear to be in compliance.

Standard 4: The companies provide each consumer with an opt out notice in accordance with statutes, rules and regulations.

The companies appear to be in compliance.

Standard 5: The companies provide each consumer with a revised privacy notice in accordance with statutes, rules and regulations.

The companies appear to be in compliance.

Standard 6: All notices are provided in the required timeframe so as to minimize any improper intrusion into the privacy of consumers.

The companies appear to be in compliance.

Standard 7: The companies comply with all requirements for the disclosure of nonpublic personal financial information to nonaffiliated third parties so as to minimize any improper intrusion into the privacy of consumers.

The companies appear to be in compliance.

Standard 8: The companies comply with all requirements for the disclosure and redisclosure of nonpublic personal financial information so as to minimize any improper intrusion into the privacy of consumers.

The companies appear to be in compliance.

Standard 9: The companies have procedures for the sharing of consumer account numbers so as to minimize any improper intrusion into the privacy of consumers.

The companies appear to be in compliance.

II. ITEMS EXAMINED

A. Operations and Management

Standard 1: The companies have an up-to-date, valid internal or external audit program.

The examiners reviewed various company internal audit plans that covered the following areas: SIU, Personal Lines, Customer Service, Claims Quality Assurance, and Commercial Processing. The companies appear to be in compliance.

Standard 2: The companies have appropriate controls, safeguards and procedures for protecting the integrity of computer information.

The Nationwide Information Security Policy was reviewed. The Information Risk Management Board is responsible for setting policy. The company has extensive protocols for protection of sensitive data along with extensive measures to ensure data integrity.

Standard 3: The companies have an antifraud plan in place.

A total of one hundred ninety-nine cases were referred to the SIU unit. Per the company, no cases were referred to authorities and there were no resulting convictions.

Standard 4: The companies have a valid disaster recovery plan.

The examiners reviewed National Casualty Company disaster recovery plan for both claims and business units. The plan is under Scottsdale Insurance disaster recovery plan. In addition, the Northeast Regional office disaster recovery plans for claims and business units were reviewed. The companies appear to have extensive plans in place in case of unforeseen events.

Standard 5: The companies adequately monitor the activities of the managing general agents.

The companies do not have managing general agents.

Standard 6: Companies' contracts with managing general agents comply with applicable statutes, rules and regulations.

See above.

Standard 7: Records are adequate, accessible, consistent and orderly, and comply with State record retention requirements.

The companies appear to be in compliance.

Standard 8: The companies are licensed for the lines of business that are being written.

The companies appear to be in compliance.

Standard 9: The companies cooperate on a timely basis with examiners performing the examination.

The companies appear to be in compliance.

B. Complaint Handling

Standard 1: All complaints are recorded in the required format on the companies' complaint registers.

The examiners reviewed fifty three (53) complaints filed with the Connecticut Insurance Department and one hundred eighty- three (183) non department complaints. The companies appear to be in compliance.

Standard 2: The companies have adequate complaint handling procedures in place and communicate such procedures to policyholders.

The companies appear to be in compliance.

Standard 3: The companies take adequate steps to finalize and dispose of the complaint in accordance with applicable statutes, rules and regulations, and contract language.

The companies appear to be in compliance.

Standard 4: The time frame within which the companies respond is in accordance with applicable statutes, rules and regulations.

The companies appear to be in compliance.

C. Marketing and Sales

Standard 1: All advertising and sales materials are in compliance with applicable statutes, rules and regulations.

The companies appear to be in compliance.

Standard 2: The companies' internal producer training materials are in compliance with applicable statutes, rules and regulations.

The companies appear to be in compliance.

Standard 3: Companies' communications to producers are in compliance with applicable statutes, rules and regulations.

The companies appear to be in compliance.

Standard 4: Companies' mass marketing of property and casualty insurance is in compliance with applicable statutes, rules and regulations.

The companies appear to be in compliance.

D. Producer Licensing

Standard 1: Companies' records of licensed and appointed producers agree with Insurance Department's records.

The companies appear to be in compliance.

Standard 2: The producers are properly licensed and appointed in the jurisdiction where the application was taken.

1. Private Passenger Automobile

Nationwide General Insurance Company

The company was not in compliance with Connecticut General Statutes, Section 38a-702m with regard to producer appointments.

Standard 3: Termination of producers complies with statutes regarding notification to the producer and notification to the State, if applicable.

The companies appear to be in compliance.

Standard 4: The companies' policy of producer appointments and terminations does not result in unfair discrimination against policyholders.

The companies appear to be in compliance.

Standard 5: Records of terminated producers adequately document reasons for termination.

The companies appear to be in compliance.

E. Policyholder Service

Standard 1: Premium notices and billing notices are sent out with an adequate amount of advance notice.

1. Commercial Lines

National Casualty Company

In a sample of commercial lines renewal policies a total of seven (7) renewals were found to be short notices.

Standard 2: Policy issuance and insured requested cancellations are timely.

The companies appear to be in compliance.

Standard 3: All correspondence directed to the companies are answered in a timely and responsive manner by the appropriate department.

The companies appear to be in compliance.

F. Underwriting and Rating

Standard 1: The rates charged for the policy coverage are in accordance with filed rates or the company rating plan.

1. Homeowners

Nationwide Property & Casualty Insurance Company

Rating

During the manual rerating of homeowners policies, it was determined that the work status discount offered by the company did not follow its filed rule with the department. In ten (10) instances, the hours worked per week were not collected and applied and in one (1) instance, the age of the insured was not applied with regard to the work status credit. In two (2) instances, the home purchase discount was not applied. In one (1) policy, the year of construction discount was not given.

In two (2) instances, the policy declarations listed a long term claim free discount when the discount was actually not applied to the policies or available.

In regards to the rating of risks with a split fire protection class rating, the company failed to provide proper documentation in ten (10) instances with regard to distance to fire hydrants that would substantiate the classification applied on the policy.

The company was not able to provide two (2) new business applications for the sample and one application had a different effective date versus the policy effective date on the declarations. One signed application indicated insured had a total of three losses when there were actually no losses for that insured as the losses applied by the C.L.U.E. report were for the apartment building and not individual insured.

Standard 2: Disclosures to insureds concerning rates and coverages are accurate and timely.

The companies appear to be in compliance.

Standard 3: Companies do not permit illegal rebating, commission cutting or inducements.

The companies appear to be in compliance.

Standard 4: Credits and deviations are consistently applied on a non-discriminatory basis.

The companies appear to be in compliance.

Standard 5: Schedule rating or individual risk premium modification plans, where permitted, are based on objective criteria with usage supported by appropriate documentation.

The companies appear to be in compliance.

Standard 6: The companies' underwriting practices are not unfairly discriminatory. The companies adhere to applicable statutes, rules, regulations and companies' guidelines in the selection of risks.

The companies appear to be in compliance.

Standard 7: All forms and endorsements forming a part of the contract are listed on the declarations page and should be filed with the Department of Insurance.

The companies appear to be in compliance.

Standard 8: The producers are properly licensed and appointed in the jurisdiction where the application was taken.

The companies appear to be in compliance.

Standard 9: Underwriting, rating and classifications are based on adequate information developed at or near inception of the coverage rather than near expiration or following a claim.

The companies appear to be in compliance.

Standard 10: File documentation adequately supports decisions made.

The companies appear to be in compliance.

Standard 11: Policies and endorsements are issued or renewed accurately, timely and completely.

The companies appear to be in compliance.

Standard 12: Audits, when required, are conducted accurately and timely.

The companies appear to be in compliance.

Standard 13: Companies verify that VIN number submitted with application is valid and that the correct symbol is utilized.

The companies appear to be in compliance.

Standard 14: The companies do not engage in collusive or anti-competitive underwriting practices.

The companies appear to be in compliance.

Standard 15: Rejections and declinations are not unfairly discriminatory.

1. Private Passenger Automobile

Nationwide General Insurance Company

Declinations

In a sample of private passenger automobile declinations one (1) declination was found to be outside the company guidelines and one (1) declination was non-specific.

Standard 16: Cancellation/non-renewal notices comply with policy provisions and State laws, and companies' guidelines.

1. Private Passenger Automobile

Nationwide General Insurance Company

a) Non-Renewals

In a sample of private passenger automobile non renewals, it was determined that one (1) non-renewal was a short notice and three (3) non-renewals gave non-specific reasons.

Nationwide Mutual Insurance Company

In a sample of private passenger automobile non-renewals, it was determined that three (3) risks still qualified for coverage and should not have been non-renewed.

2. Homeowners

Nationwide Property & Casualty Insurance Company

a) Non-Renewals

In one instance, a letter of non-renewal documentation was not able to be provided. The company was also advised it needed to update its current filed guidelines to indicate that no new business is being written.

Nationwide Mutual Fire Insurance Company

a) Non-Renewals

In one (1) instance, the risk still qualified for coverage. The company was also advised it needed to update its current filed guidelines to indicate that no new business is being written.

3. Commercial Lines

National Casualty Company

a) Non-Renewals

In a sample of commercial lines non-renewals, it was determined that two (2) non-renewals were non-specific and one (1) non-renewal was a short notice.

b) Cancellations

In a sample of commercial lines cancellations, two (2) cancellations were short notices and one (1) cancellation was non-specific.

Standard 17: Cancellation/non-renewal notices comply with policy provisions and State laws, including the amount of advance notice provided to the insured and other parties to the contract.

See above.

Standard 18: Unearned premiums are correctly calculated and returned to appropriate party in a timely manner, and in accordance with applicable statutes, rules and regulations.

The companies appear to be in compliance.

Standard 19: Rescissions are not made for non-material misrepresentation.

The companies did not have any rescissions.

Standard 20: All policies are correctly coded.

The companies appear to be in compliance.

G. Claims

The companies provided a listing of claims paid or denied during the period of examination. The claim files were reviewed to determine if they were handled in accordance with policy provisions, and applicable statutes and regulations.

Personal Lines

a. Automobile -

The review included on a sample basis:

	<u>Population Size</u>	<u>Sample Size</u>
Collision	4911	120
Comprehensive	5109	120
Property Damage	4621	120
Bodily Injury	1566	90
Uninsured/Underinsured	215	40
First Party Rentals	2755	20
Subrogated	1664	60
Litigated	318	20
Closed Without Payment	2090	120

b. Homeowner -

The review included on a sample basis:

	<u>Population Size</u>	<u>Sample Size</u>
Paid	5036	120
Subrogated	19	19
Litigated	7	7
Closed Without Payment	2153	120

c. Commercial -

The review included on a sample basis:

	<u>Population Size</u>	<u>Sample Size</u>
Paid	268	30
Subrogated	22	19
Litigated	34	10
Closed Without Payment	180	20

Standard 1: The initial contact by the company with the claimant is within the required time frame.

The companies appear to be in compliance.

Standard 2: Timely investigations are conducted.

The companies appear to be in compliance.

Standard 3: Claims are resolved in a timely manner.

The companies appear to be in compliance.

Standard 4: The companies respond to claim correspondence in a timely manner.

The companies appear to be in compliance.

Standard 5: Claim files are adequately documented.

Constructive Total Losses – Conditioning Adjustment

During the claim review portion of the examination, with regard to the calculation of settlement amount on totaled motor vehicles, the companies used a conditioning adjustment on all total loss calculations. The companies' adjusted values, either upward or downward, based on specific vehicle condition assessments. These adjustments can greatly impact the value of the vehicle. If a company does elect to use the vehicle condition adjustment, it still must adequately document in a measureable manner how it arrived at the specific dollar amount of deduction taken. A vehicle allowance adjustment such as a mileage adjustment is easily verifiable since it is based on an odometer reading. It is, however, more difficult to determine accuracy of other vehicle components that are part of the vehicle condition adjustment such as:

Mechanical/engine, transmission, paint, body/glass and interior. The validity and accuracy of a conditioning deduction cannot be determined simply by an appraiser/adjuster comment or notation.

In one instance, during the claim review, when a deduction was taken for interior condition of a vehicle, only a brief simple inspection note stating lightly soiled or stained carpet or seats was provided. However, there was not any supporting documentation or photos to substantiate the deduction taken. This also applied in many cases to body/paint condition adjustment deductions in which no specifics were given as to how they arrived at a specific dollar amount deducted from value of vehicle. Since the deductions can impact the vehicle's total value it is important to detail and substantiate how these figures for conditioning were calculated.

The company advised that they use a total loss valuation source approved by the Department, but while the valuation source is approved the company still is in control of assigning these condition deductions on total losses.

The company has agreed to document all condition adjustments, and will use its best efforts to photograph and fully document the condition adjustments taken in order to fully substantiate amounts deducted from the total loss settlements

Standard 6: Claim files are handled in accordance with policy provisions and applicable statutes, rules and regulations.

1. Private Passenger Automobile

Nationwide General Insurance Company

In a review of private passenger property damage liability claims, it was determined that in six (6) instances the company did not consider loss of use in settlement of the claim in violation of Connecticut Regulations 38a-334-2(c) and 38a-334-5(a).

Nationwide Mutual Insurance Company

In a review of private passenger property damage liability claims, it was determined that in ten (10) instances the company did not consider loss of use in settlement of the claim in violation of Connecticut Regulations 38a-334-2(c) and 38a-334-5(a).

2. Homeowners

Nationwide Property & Casualty Insurance Company

In a review of homeowner closed without payment claims, it was determined that one (1) claim denial misquoted the policy contract in the denial letter. One (1) tree debris removal was not properly paid. The company refunded the insured \$840.25 it owed. It was also the recommendation of the examiner that the company establish a more specific best claim practice as it relates to Connecticut condominium losses. The company responded that it felt current claim manual was satisfactory with regard to losses that involved other insurance policies.

3. Commercial

National Casualty Company

In a review of commercial paid claims, one (1) claim did not consider loss of use in the settlement of property damage liability. One claim file did not adequately document deductions taken on a total loss settlement for condition of vehicle. The company refunded the vehicle owner an additional total of \$694.47 it had deducted from the settlement.

Standard 7: Companies use the reservation of rights and excess of loss letters when appropriate.

The companies appear to be in compliance.

Standard 8: Deductible reimbursement to insureds upon subrogation recovery is made in a timely and accurate manner.

The companies appear to be in compliance.

Standard 9: Companies' claim forms are appropriate for the type of product.

The companies appear to be in compliance.

Standard 10: Claim files are reserved in accordance with the companies' established procedures.

The companies appear to be in compliance.

Standard 11: Denied and closed without payment claims are handled in accordance with policy provisions and State law.

The companies appear to be in compliance.

Standard 12: Cancelled benefit checks and drafts reflect appropriate claim handling procedures.

The companies appear to be in compliance.

Standard 13: Claim handling practices do not compel claimants to institute litigation, in cases of clear liability and coverage, to recover amounts due under policies by offering substantially less than is due under the policy.

The companies appear to be in compliance.

Standard 14: Companies use licensed adjusters and (Connecticut) appraisers in the handling of casualty claims.

The companies were not in compliance with Connecticut General Statutes in regards to the licensing of casualty claims adjusters.

Standard 15: Loss statistical coding is complete and accurate.

The companies appear to be in compliance.

Standard 16: Release by injured person voidable if obtained within fifteen days.
(Connecticut)

The companies appear to be in compliance.

III. SUMMARY OF RECOMMENDATIONS

Report
Section

II. D. Producer Licensing:
New Business

It is required that Nationwide Property & Casualty Insurance Company and Nationwide General Insurance Company comply with Connecticut General Statutes, Section 38a-702m with regard to producer appointments.

II. F. Underwriting and Rating:
Personal Lines – Homeowners

It is required that Nationwide Property & Casualty Insurance Company comply with Connecticut General Statutes, Section 38a-686 with regard to homeowner rating.

II. F. Underwriting and Rating:
Private Passenger Automobile – Declinations

It is required that Nationwide General Insurance Company comply with Connecticut General Statutes, Section 38a-324 with regard to homeowner declinations.

- II. F. Underwriting and Rating:
Homeowner – Non Renewals
It is required that Nationwide Property & Casualty Insurance Company and Nationwide Mutual Fire Insurance Company comply with Connecticut General Statutes, Section 38a-323 with regard to homeowner non-renewals.
- II. F. Underwriting and Rating:
Homeowner – Cancellations
It is required that Nationwide Property & Casualty Insurance Company and Nationwide Mutual Fire Insurance Company comply with Connecticut General Statutes, Section 38a-323 with regard to homeowner cancellations.
- II. F. Underwriting and Rating:
Private Passenger Automobile– Non-Renewals
It is required that Nationwide General Insurance Company comply with Connecticut General Statutes, Section 38a-323 with regard to private passenger automobile non- renewals.
- II. F. Underwriting and Rating:
Commercial – Non Renewals
It is required that National Casualty Company comply with Connecticut General Statutes, Section 38a-324 with regard to commercial non-renewals.
- II. F. Underwriting and Rating:
Commercial – Cancellations
It is required that National Casualty Company comply with Connecticut General Statutes, Section 38a-324 with regard to commercial cancellations.
- II. F. Underwriting and Rating:
Commercial – Renewals
It is required that National Casualty Company comply with Connecticut General Statutes, Section 38a-323 with regard to commercial Renewals.

- II. G. Claims:
Automobile

It is required that Nationwide General Insurance Company and Nationwide Mutual Insurance Company comply with Connecticut Regulations 38a-334-(2)(c) and 38a-334-(5)(a) with regard to loss of use in the settlement of private passenger automobile property damage liability claims.

II. G. Claims:
Automobile

It is required that Nationwide General Insurance Company, Nationwide Mutual Insurance Company and National Casualty Company comply with Connecticut Insurance Department Bulletin IC-5 and Connecticut General Statutes, Section 38a-15 and ensure that sufficient documentation of deductions taken for vehicle condition on constructive total loss settlements is provided.

II. G. Claims:
It is required that Nationwide Mutual Insurance Company, Nationwide General Insurance Company, Nationwide Property & Casualty Insurance Company and National Casualty Company comply with Connecticut General Statutes, Section 38a-792 with regard to the licensing of casualty claims adjusters.

IV. ACKNOWLEDGMENT

The courtesy and cooperation of Nationwide Insurance Group during the course of this examination is acknowledged. Mark J. Duffy, Edgar E. Frazelle, Karen A. Romero and James Stowe participated in the examination and preparation of this report.



STATE OF CONNECTICUT

INSURANCE DEPARTMENT

----- X
IN THE MATTER OF:

DOCKET MC 15-05

NATIONWIDE PROPERTY & CASUALTY

INSURANCE COMPANY:
----- X

STIPULATION AND CONSENT ORDER

It is hereby stipulated and agreed between Nationwide Property & Casualty Insurance Company and the State of Connecticut by and through Katharine L. Wade, Insurance Commissioner to wit:

I

WHEREAS, pursuant to an investigation, the Commissioner alleges the following with respect to Nationwide Property & Casualty Insurance Company.

1. Nationwide Property & Casualty Insurance Company, hereinafter referred to as Respondent, is domiciled in the State of Ohio and is licensed to transact property and casualty insurance in the State of Connecticut. The NAIC company code number is 37877.
2. From on or about July 28, 2014 to on or about January 17, 2015, the Connecticut Insurance Department conducted a market conduct examination of the Respondent's Connecticut business for the period January 1, 2013 through December 31, 2013.
3. The Market Conduct Report dated February 10, 2015 indicates that the Respondent was not in compliance with the rating of homeowner policies, as required by Section 38a-686(a) of the Connecticut General Statutes.

4. The Market Conduct Report dated February 10, 2015 indicates that the Respondent was not in compliance with the licensing of casualty claim adjusters as required by Section 38a-792 of the Connecticut General Statutes.
5. The conduct described in paragraphs 3 through 4 is in violation of Sections 38a-686(a) and 38a-792 of the Connecticut General Statutes, and constitutes cause for the imposition of a fine or other administrative penalty under Sections 38a-2, 38a-41 and 38a-817 of the Connecticut General Statutes.

II

1. WHEREAS, Respondent admits the allegations in paragraphs 3 through 5 of this Stipulation and Consent Order.
2. WHEREAS, Respondent agrees to undertake a complete review of its practices and procedures, with respect to those areas of concern, as described in the Market Conduct Report and this Stipulation, so that those areas of concern are compliant with Connecticut Statutes.
3. WHEREAS, Respondent agrees to provide the Insurance Commissioner with a full report of findings and a summary of actions taken to comply with the requirements of paragraph 2 of this Section within ninety (90) days of the date of this document.
4. WHEREAS, Respondent, being desirous of terminating administrative action without the necessity of a formal hearing or further litigation, does consent to the making of this Consent Order and voluntarily waives:
 - a. any right to notice and a hearing; and
 - b. any requirements that the Insurance Commissioner's decision contain a statement of findings of fact and conclusions of law; and
 - c. any and all rights to object to or challenge before the Insurance Commissioner or in any judicial proceeding any aspect, provision or requirement of this Stipulation

5. WHEREAS, Respondent agrees to pay a fine in the amount of \$18,000 for the violations described herein.

NOW THEREFORE, upon the consent of the parties, it is hereby ordered and adjudged:

1. That the Insurance Department has jurisdiction of the subject matter of this administrative proceeding.
2. That Nationwide Property & Casualty Insurance Company is ordered to pay a fine in the amount of Eight een Thousand Dollars (\$18,000).

NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY

By: _____

Daniel A. Bano
CHIEF CLAIMS OFFICER

CERTIFICATION

The undersigned deposes and says that she/he has duly executed this Stipulation and Consent Order on this 27 day of August 2015 for and on behalf of Nationwide Property & Casualty Insurance Company; that she/he is the of such company, and she/he has authority to execute and file such instrument.

By: DAVID A. BAJO

STATE OF OHIO

SS

COUNTY OF Franklin

on the 27 day of August 2015, before me personally appeared DAVID A. BAJO, sealer

of the foregoing Stipulation and Consent Order, acknowledged same to be her/his act and deed.

Lorraine Diaz Richardson
Notary Public/Commissioner of The Superior Court



LORRAINE DIAZ RICHARDSON
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Franklin County
My Comm. Exp. 9/27/16

Section Below To Be Completed by State of Connecticut Insurance Department

Dated at Hartford, Connecticut this 21 day of September 2015.

Katharine L. Wade
Katharine L. Wade
Insurance Commissioner