

FEB 23 2001

STATE OF ARIZONA

DEPT. OF INSURANCE
BY 

DEPARTMENT OF INSURANCE

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In the Matter of:

**CLARENDON NATIONAL INSURANCE
COMPANY,**

NAIC #20532

Respondent

) Docket No. 01A-050-INS

) CONSENT ORDER

Examiners for the Department of Insurance (the "Department") conducted a market conduct examination of Clarendon National Insurance Company ("Clarendon"). The Report of the Examination of the Market Conduct Affairs of Clarendon alleges that Clarendon has violated A.R.S. §§20-297, 20-385, 20-398, 20-400.01, 20-443, 20-462, 20-465, 20-1632, 20-1652, 20-1653, 20-2110, and A.A.C. R20-6-801 and Consent Order, Docket No. 8413, dated April 13, 1994.

Clarendon wishes to resolve this matter without formal proceedings, admits that the following Findings of Fact are true, and consents to the entry of the following Conclusions of Law and Order.

FINDINGS OF FACT

1. Clarendon is authorized to transact property and casualty insurance, pursuant to a Certificate of Authority issued by the Director.

2. The Examiners were authorized by the Director to conduct a market conduct examination of Clarendon. The on-site examination covered the time period from January 1, 1994, through September 1, 1997 and was concluded on December 2, 1997. Based on the findings the Examiners prepared the "Report of Examination of the Market Conduct Affairs of Clarendon National Insurance Company" dated

1 December 2, 1997.

2 3. Following a market conduct examination of Clarendon National Insurance
3 Company as of July 16, 1993, the Director entered a Consent Order, Docket No. 8413,
4 which was filed on April 13, 1994, (the "1994 Order"). Section 1 of the "Order" portion
5 of the 1994 Order stated, in relevant part, as follows:

6 "1. Respondent shall cease and desist from:

7 a. violating Orders of the Director;
8 b. failing to file its annual list of agents with the ADOI;
9 c. using incorrect territory codes;
10 d. quoting premiums at a price for a specific term and then issuing
11 policies at the quoted price for a shorter or longer term, provided, however, that
12 the amendment of the definition of "policy term", as relates to nondisclosure or
13 misstatement of the applicant, adequately advises all insureds that, consistent
14 with Arizona law, the actual policy term of the first policy period may be less
15 than one month based upon actual underwriting criteria...

16 g. using unfiled rates;

17 h. failing to send notice of commercial policy premium increase to
18 insureds at least sixty (60) days before the policy expiration;

19 i. cancelling PA [personal automobile] policies, which have been in
20 effect for sixty (60) days or are renewal policies, for reasons other than those
21 allowed under A.R.S. §20-1631(B);

22 j. failing to inform insureds of their right to complain to the Director
23 after cancellation;

24 k. failing to disclose all policy benefits to insureds including payment
25 to lienholders;

1 I. Failing to pay the total amount of sales taxes and license fees in
2 settlements of automobile total loss claims.”

3 4. Clarendon no longer writes these commercial insurance programs in
4 Arizona: Franchised Automobile Dealer Program, Bus/Limo/Truck Program, and Taxi
5 Program.

6 5. The Examiners reviewed the Company's agency licensing files at the
7 Department which indicated that Clarendon failed to include the Biltmore Insurance
8 Group on its list filed for the years 1996 and 1997. In addition, the review of the
9 agency files shows that Biltmore Insurance Group did not obtain an agency license
10 until July 22, 1997. Prior to this date Biltmore only had a broker and surplus broker
11 license.

12 6. The Examiners reviewed 373 of 30,741 personal automobile policies
13 issued by Clarendon which had effective dates from April 23, 1994, through August 10,
14 1997 and found as follows:

15 a. Clarendon issued 177 policies for a term that was less than that
16 on file with the Department.

17 b. Clarendon issued 10 policies for a term that was longer than that
18 on file with the Department.

19 c. Clarendon charged an unfiled \$10.00 reinstatement fee to one
20 insured in order to reinstate coverage on the policy.

21 d. Clarendon issued four policies and failed to apply the safe driver
22 discount as filed with the Department, resulting in these four insureds being
23 overcharged a total of \$35.00.

24 7. The Examiners reviewed 75 of 1,385 mobile home policies with effective
25 dates from October 20, 1995, through August 19, 1997 and found that Clarendon used

1 credit reports as an underwriting tool when issuing mobile home policies as part of a
2 scoring system on new business to determine whether or not to reject the application.
3 Clarendon did not file this scoring system with the Department.

4 8. The Examiners reviewed 87 of 1,831 commercial package policies with
5 effective dates from February 15, 1995, through June 28, 1997 and found as follows:

6 a. Clarendon failed to issue 30 commercial package policies
7 consistent with its rates and rules filing with the Department. As a result, three
8 insureds were overcharged a total of \$432.00.

9 b. Clarendon issued nine commercial package policies with an
10 incorrect territory code. As a result, one insured was overcharged \$331.00.

11 c. Clarendon issued 18 commercial package policies using rates not
12 filed with the Department. As a result, 11 insureds were overcharged a total of
13 \$5,559.00.

14 d. Clarendon issued seven commercial package policies using a loss
15 free credit that was other than the 5% loss free credit filed with the Department. As a
16 result, one insured was overcharged a total of \$321.00.

17 e. Clarendon issued five commercial package policies using a
18 deductible factor inconsistent with its filing with the Department. As a result, two
19 insureds were overcharged a total of \$146.00.

20 f. Clarendon issued one commercial package policy with a premium
21 that was developed using an incorrect property value. As a result, the insured was
22 overcharged \$360.00.

23 g. Clarendon issued one commercial package policy using an
24 individual risk premium modification (IRPM) credit of 19% when the file documentation
25 showed a 21% credit. As a result, the insured was overcharged \$22.00.

1 9. The Examiners reviewed 43 of 43 commercial automobile policy files with
2 effective dates from November 1, 1994, through September 1, 1997 issued through
3 Clarendon's general agent Insurance Resources Corporation ("IRC") and found as
4 follows:

5 a. Clarendon applied an unfiled rate adjustment to 43 commercial
6 automobile policies and documented the adjustment as "adj-rate".

7 b. Clarendon applied an unfiled loss cost multiplier (LCM) to 33
8 issued commercial automobile policies.

9 c. Clarendon applied an unfiled package modifier (MOD) to 33
10 issued commercial automobile policies.

11 d. Clarendon exceeded the maximum percentage for the individual
12 safety risk characteristic of its filed IRPM plan on six issued commercial automobile
13 policies.

14 e. Clarendon exceeded the maximum percentage allowed under its
15 filed schedule rating plan on four issued commercial automobile policies.

16 f. Clarendon's use of incorrect rating information or unfiled rates
17 resulted in three insureds being overcharged a total of \$3,247.00.

18 10. The Examiners reviewed 14 of 14 commercial automobile umbrella policy
19 files with effective dates from November 1, 1994, through August 1, 1997 and found
20 that Clarendon failed to file its rates or rating methodology with the Department for its
21 umbrella coverage on all of the umbrella policies issued through its Franchised
22 Automobile Dealer Program.

23 11. The Examiners reviewed 12 of 12 commercial automobile policies issued
24 through general agent TRM and found that Clarendon issued one policy under its Bus
25 Program with an incorrect rate for its excess limit. As a result, one insured was

1 overcharged \$100.00.

2 12. The Examiners reviewed six of six policies issued under the commercial
3 automobile Taxi Program and found as follows:

4 a Clarendon issued three Taxi Program policies with unfiled excess
5 indemnity policy forms.

6 b. Clarendon issued three Taxi Program policies with unfiled excess
7 indemnity rates.

8 c. Clarendon issued three Taxi Program policies but failed to file its
9 flat rate per vehicle for the uninsured motorist coverage

10 13. The Examiners reviewed 139 of 44,278 canceled/nonrenewed personal
11 automobile policies with cancellation/nonrenewal dates from January 1, 1994, through
12 August 6, 1997 and found as follows:

13 a. Clarendon failed to send the refund of unearned premium along
14 with the cancellation notices sent to three personal automobile insureds.

15 b. Clarendon failed to give nine personal automobile insureds the
16 specific facts for cancellation on the notices sent to them.

17 c. Clarendon failed to give ten days notice to seven personal
18 automobile insureds whose coverage was canceled for nonpayment of premium.

19 14. The Examiners reviewed 159 of 159 canceled/nonrenewed mobile home
20 policies with cancellation/nonrenewal dates from January 1, 1994, through August 6,
21 1997 and found as follows:

22 a. Clarendon cancelled coverage for 24 insureds based on credit
23 reports, but had failed to file with the Department its use of credit reports as
24 supplementary rate information.

25 b. Clarendon failed to give the 30 days notice of cancellation as

1 provided in the policy provisions to 39 canceled insureds.

2 c. Clarendon failed to give 30 days notice to four insureds to correct
3 the premises condition before nonrenewing their coverage.

4 d. Clarendon nonrenewed six policies for reasons not permitted by
5 Arizona law.

6 e. Clarendon nonrenewed six insureds but failed to state the specific
7 facts on the notice that constituted the reason for the nonrenewal.

8 f. Clarendon nonrenewed 23 policies but failed to provide the
9 insured the required Summary of Rights.

10 15. The Examiners reviewed 61 of 414 first party total loss claims settled by
11 Clarendon with loss dates from June 7, 1994, through August 31, 1997 and found as
12 follows:

13 a. Clarendon paid incorrect and/or inappropriate taxes and/or fees to
14 seven claimants. This resulted in a total of \$403.03 in taxes and \$41.25 in fees being
15 due these seven insureds.

16 b. Clarendon paid an incorrect Actual Cash Value (ACV) amount to
17 one insured, resulting in an underpayment of \$91.30 to the claimant.

18 c. Clarendon failed to pay interest to two claimants on the amount of
19 the claim for claims that were not paid within 30 days of receipt of an acceptable proof
20 of loss.

21 16. The Examiners reviewed 80 of 3,216 personal automobile claims that
22 were settled by Clarendon without payment that had closed dates from January 1,
23 1994, through July 22, 1997 and found that Clarendon denied one claim due to the
24 policy being canceled. A review of the file showed that it was in full force and effect
25 and should have been settled with payment. Clarendon failed to pay the claimant and

1 failed to pay interest due on the late payment.

2 **CONCLUSIONS OF LAW**

3 1. Clarendon violated A.R.S. §20-297 by failing to include all agents on the
4 list of agents submitted to the Department by January 30 of the years 1996 and 1997.

5 2. Clarendon violated both A.R.S. §20-385(A) and the prior Consent Order,
6 Docket No. 8413 filed April 13, 1994, by issuing personal automobile policies for terms
7 other than those on file with the Department.

8 3. Clarendon violated A.R.S. §20-385(A) by failing to apply safe driver
9 discounts to all eligible insureds

10 4. Clarendon violated A.R.S. §20-385(A) and the prior Consent Order,
11 Docket No. 8413 filed April 13, 1994, by applying an incorrect territory code and/or
12 making incorrect premium calculations on its mobile home policies.

13 5. Clarendon violated A.R.S. §20-385(A) by using credit reports in the
14 underwriting process of mobile home policies without filing supplementary rate
15 information with the Department.

16 6. Clarendon violated A.R.S. §§20-385(A), 20-400.01(B) and the prior
17 Consent Order, Docket No. 8413 filed April 13, 1994, by issuing commercial package
18 policies with rates that were not consistent with its rates and rules filing with the
19 Department.

20 7. Clarendon violated A.R.S. §§20-385(A), 20-400.01(A) and the prior
21 Consent Order, Docket No. 8413 filed April 13, 1994, by applying an incorrect territory
22 code and/or making incorrect premium calculations on its commercial package
23 policies.

24 8. Clarendon violated A.R.S. §§20-385(A), and 20-400.01(A) and the prior
25 Consent Order, Docket No. 8413 filed April 13, 1994, by issuing commercial package

1 policies with unfiled rates.

2 9. Clarendon violated A.R.S. §§20-385(A) and 20-400.01(B) and the prior
3 Consent Order, Docket No. 8413 filed April 13, 1994, by issuing commercial package
4 policies with various deviations different than those filed with the Department and
5 evidenced in the file.

6 10. Clarendon violated A.R.S. §§20-385(A), and 20-400.01(A) and the prior
7 Consent Order, Docket No. 8413 filed April 13, 1994, by issuing commercial
8 automobile policies with unfiled rates and rate adjustments.

9 11. Clarendon violated A.R.S. §§20-385(A) and 20-400.01(A) by failing to
10 issue commercial package, commercial automobile, and umbrella policies consistent
11 with its filed rules and rates.

12 12. Clarendon violated A.R.S. §20-398(A) by failing to file its excess
13 indemnity policy form with the Department.

14 13. Clarendon violated A.R.S. §20-1632(A)(3) by failing to include the refund
15 of unearned premium with its cancellation notice to personal automobile insureds.

16 14. Clarendon violated A.R.S. §20-1632(A)(1) by failing to give insureds the
17 specific facts for the cancellation of personal automobile coverage.

18 15. Clarendon violated A.R.S. § 20-1632(A)(1) by failing to give the required
19 number of days notice to insureds prior to cancellation/nonrenewal of personal
20 automobile coverage.

21 16. Clarendon violated A.R.S. §20-385(A) by failing to file its use of credit
22 reports as a basis for canceling mobile homeowners coverage.

23 17. Clarendon violated A.R.S. §§20-443(1) by failing to adhere to the
24 cancellation/nonrenewal provisions of its policy.

25 18. Clarendon violated A.R.S. §20-1652(B) by failing to give mobile

1 homeowner insureds 30 days notice to correct premises conditions prior to
2 nonrenewal.

3 19. Clarendon violated A.R.S. §20-1652(A) by nonrenewing mobile
4 homeowner insureds for reasons not permitted by Arizona law.

5 20. Clarendon violated A.R.S. §20-1653(2) by failing to give the insured
6 mobile homeowner the specific facts which constituted the reason for
7 cancellation/nonrenewal.

8 21. Clarendon violated A.R.S. §20-2110(A) by failing to provide
9 canceled/nonrenewed mobile homeowner insureds with a Summary of Rights.

10 22. Clarendon violated A.A.C. R20-6-801(H)(1)(b) and R20-6-801(H)(1)(c)
11 and the prior Consent Order, Docket No. 8413 filed April 13, 1994, by failing to pay the
12 correct taxes and/or fees to seven claimants.

13 23. Clarendon violated A.R.S. §20-462(A) by failing to pay interest on claims
14 not paid within 30 days of receipt of an acceptable proof of loss.

15 24. Grounds exist for the entry of the following Order, in accordance with
16 A.R.S. §§20-220, 20-400.03, 20-456 and 20-2117.

17
18 **ORDER**

19 **IT IS ORDERED THAT:**

- 20 1. Clarendon National Insurance Company shall cease and desist from:
- 21 a. Failing to include all agents on the list of agents submitted to the
22 Department.
- 23 b. Issuing personal automobile policies for terms other than those
24 filed with the Department.
- 25 c. Failing to apply the safe driver discount to eligible insureds.

1 d. Applying territory codes, deductible factors, property values and
2 rating plan deviations to commercial package and commercial automobile policies
3 other than on the basis of its filed rates and rules.

4 e. Applying rates, forms, policy fees, surcharges, discounts,
5 reinstatement fees, rate adjustments, and deviations other than those filed with the
6 Department to commercial automobile and commercial package policies.

7 f. Using credit reports in the underwriting of mobile home policies
8 without filing appropriate supplementary rate information with the Department.

9 g. Failing to provide adequate documentation to justify the rating plan
10 debit/credit applied to commercial package and commercial automobile policies.

11 h. Issuing commercial package policies without applying the
12 appropriate deviations to eligible insureds.

13 i. Issuing commercial automobile (Taxi Program) policies using a flat
14 rate for the uninsured motorist coverage not filed with the Department.

15 j. Issuing umbrella policies using rates not on file with the
16 Department.

17 k. Failing to refund the unearned premium with the notice of
18 cancellation on personal automobile policies.

19 l. Failing to give insureds the specific facts for
20 cancellation/nonrenewals.

21 m. Failing to give insureds the proper number of days notice for any
22 cancellation/nonrenewal notice sent out.

23 n. Canceling mobile home coverage based on credit reports without
24 filing the appropriate supplemental rate information with the Department.

25 o. Failing to give mobile homeowner insureds 30 days notice to

1 correct the premises condition that resulted in the Company issuing its nonrenewal
2 notice.

3 p. Canceling mobile home policies for reasons not permitted by
4 Arizona law.

5 q. Failing to advise insureds of their Summary of Rights on
6 cancellation notices sent to them.

7 r. Failing to pay all first and third party automobile total loss
8 claimants for all applicable taxes and fees incident to transfer of evidence of ownership
9 of comparable automobiles.

10 s. Failing to pay interest on claims not paid within 30 days of receipt
11 of an acceptable proof of loss.

12 2. Within 90 days of filed date of this Order, Clarendon National Insurance
13 Company shall submit to the Arizona Department of Insurance, for approval, evidence
14 that corrections have been implemented and communicated to the appropriate
15 personnel, regarding all of the items listed above in Paragraph 1 of the Order section
16 of this Consent Order. Evidence of corrective action and communication thereof
17 includes, but is not limited to, memos, bulletins, E-mails, correspondence, procedures
18 manuals, print screens and training materials.

19 Clarendon will not be required to complete the above requirements
20 associated with this Order for these commercial insurance programs: Franchised
21 Automobile Dealer Program, Bus/Limo/Truck Program, and Taxi Program because the
22 Company no longer writes these commercial insurance programs in Arizona.
23 However, if the Company wishes to resume marketing these commercial insurance
24 programs in Arizona, Clarendon must submit corrective action plans relative to the
25 findings of this Order to the Department, 90 days prior to marketing these commercial

1 insurance programs.

2 3. Within 90 days of the filed date of this Order, Clarendon National
3 Insurance Company shall refund the following overcharge amounts, plus interest at the
4 rate of 10% per annum from the date of the overcharge to the date of the refund:

5 a. \$10.00 to the one personal automobile insured identified in the
6 Report as policy number 62D355392(4/10/95-5/10/95).

7 b. \$35.00 to the four personal automobile insureds in Exhibit A.

8 c. \$432.00 to the three commercial package insureds in Exhibit A.

9 d. \$331.00 to the one commercial package insured identified in the
10 Report as policy number CPP100590(1/8/96/-97).

11 e. \$5,559.00 to the 11 commercial package insureds in Exhibit B.

12 f. \$321.00 to the one commercial package insured identified in the
13 Report as policy number CPP034557.

14 g. \$146.00 to the two commercial package insureds in Exhibit B.

15 h. \$360.00 to the one commercial package insured identified in the
16 Report as CPP100546(12/2/96-97).

17 i. \$22.00 to the one commercial package insured identified in the
18 Report as CPP100590(1/8/96-97).

19 j. \$3,247.00 to the three commercial auto insureds in Exhibit C.

20 k. \$100.00 to the one commercial automobile insured identified in the
21 Report as policy number BA08706310(TRM)(9/24/95-96)

22 4. Within 90 days of the filed date of this Order, Clarendon National
23 Insurance Company shall pay \$535.58 in unpaid taxes, fees or undocumented
24 deductions from ACV, plus interest at the rate of 10% per annum calculated from the
25 date the claims were received by Clarendon to the date of payment, to the seven first

1 party total loss claimants in Exhibit C.


2 5. Each payment made in accordance with Items 3 and 4 above shall be
3 accompanied by a letter to the insured in a form previously approved by the Director.
4 A list of payments, giving the name and address of each party paid, the amount of the
5 payment, the amount of interest paid, and the date of payment, shall be provided to
6 the Department within 90 days of the filed date of this Order.

7 6. The Department shall be permitted, through authorized representatives,
8 to verify that Clarendon National Insurance Company has complied with all provisions
9 of this Order.

10 7. Clarendon National Insurance Company shall pay a civil penalty of
11 \$20,000 to the Director for deposit in the State General Fund in accordance with
12 A.R.S. §20-220(B). This civil penalty shall be provided to the Market Conduct
13 Examinations Section of the Department prior to the filing of this Order.

14 8. The Report of Examination of the Market Conduct Affairs of Clarendon
15 National Insurance Company dated December 2, 1997, including the letter submitted
16 in response to the Report of Examination, shall be filed with the Department after the
17 Director has filed this Order.

18 DATED at Phoenix, Arizona this 22nd day of February, 2001.

19 
20 _____
21 Charles R. Cohen
22 Director of Insurance
23
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1 **EXHIBIT A**
2 **FAILURE TO APPLY SAFE DRIVE DISCOUNTS**

3 **PERSONAL AUTOMOBILE INSUREDS**

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<u>Policy Number</u>	<u>Amount</u>
62D051250	17.00
62D369150	7.00
62F559253	5.00
62D446021	6.00
Total Overcharges:	<u>\$ 35.00</u>

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11 **INCORRECT PREMIUM CALCULATIONS**

12 **COMMERCIAL PACKAGE INSUREDS**

13

<u>Policy Number</u>	<u>Amount</u>
CPP034557	\$ 111.00
CPP024738	227.00
CPP100924	<u>94.00</u>
3 insureds	\$432.00
Total Due	

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EXHIBIT B

COMMERCIAL PACKAGE POLICY RATING ADJUSTMENTS
COMPANY FAILED TO ISSUE POLICY CONSISTENT WITH ITS FILINGS

<u>Policy Number</u>	<u>Amount</u>	
CPP035772	\$ 403.00	
CPP100154	\$ 174.00	
CPP100162	\$ 811.00	
CPP100380	\$ 310.00	
CPP100397	\$ 567.00	
CPP100458	\$ 546.00	
CPP100522	\$ 1,842.00	
CPP100924	\$ 344.00	
CPP100989	\$ 322.00	
CPP101003	\$ 44.00	
CPP101098	\$ 196.00	
11 insureds	\$ 5,559.00	Total Overcharges

COMMERCIAL PACKAGE POLICY RATING ADJUSTMENTS

<u>Policy Number</u>	<u>Amount</u>
CPP100522	\$ 48.00
CPP100942	98.00
2 insureds	\$146.00
Total Due	

1 **EXHIBIT C**

2 **COMMERCIAL AUTO POLICY RATING ADJUSTMENTS**

3

<u>Policy Number</u>	<u>Amount Due</u>
CL4201303	\$ 998.00
CLR200463	1,023.00
CLR100035	1,226.00
3 Insureds Total Due	<u>\$3,247.00</u>

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6 **INCORRECT TAXES AND/OR FEES APPLIED**

7 **TO FIRST PARTY TOTAL LOSS SETTLEMENTS**

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<u>Claim Number</u>	<u>Date of Loss</u>	<u>Total Due</u>
000049667	7/12/95	\$193.50
000047702	6/16/95	94.21
000047702	6/16/95	103.70
000097179	9/3/96	98.65
000095497	8/15/96	7.84
000070667	1/26/96	8.21
000072413	2/10/96	29.47
	TOTAL	<u>535.58</u>

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1 **CONSENT TO ORDER**

2 1. Clarendon National Insurance Company has reviewed the foregoing
3 Order.

4 2. Clarendon National Insurance Company admits the jurisdiction of the
5 Director of Insurance, State of Arizona, admits the foregoing Findings of Fact, and
6 consents to the entry of the Conclusions of Law and Order.

7 3. Clarendon National Insurance Company is aware of its right to a hearing,
8 at which it may be represented by counsel, present evidence, and cross-examine
9 witnesses. Clarendon National Insurance Company irrevocably waives its right to such
10 notice and hearing and to any court appeals related to this Order.

11 4. Clarendon National Insurance Company states that no promise of any
12 kind or nature whatsoever was made to it to induce it to enter into this Order and that it
13 has entered into this Order voluntarily.

14 5. Clarendon National Insurance Company acknowledges that the
15 acceptance of this Order by the Director of Insurance, State of Arizona, is solely to
16 settle this matter against it and does not preclude any other agency or officer of this
17 state or its subdivisions or any other person from any other civil or criminal
18 proceedings, whether civil, criminal, or administrative, as may be appropriate now or in
19 the future.

20 6. CHARLES BOLTON, who holds the office
21 of VICE PRESIDENT of Clarendon National Insurance Company, is
22 authorized to enter into this Order for it and on its behalf.

23 **CLARENDON NATIONAL INSURANCE COMPANY**

24 2/15/2001

25 By: C.A. Bolton

Date

1 COPY of the foregoing mailed/delivered
2 This 23rd day of February 2001, to:

3 Sara Begley
4 Deputy Director
5 Paul Hogan
6 Chief Market Conduct Examiner
7 Market Conduct Examinations Section
8 Mary Butterfield
9 Assistant Director
10 Consumer Affairs Division
11 Deloris E. Williamson
12 Assistant Director
13 Rates & Regulations Division
14 Steve Ferguson
15 Assistant Director
16 Financial Affairs Division
17 Alexandra Shafer
18 Assistant Director
19 Life & Health Division
20 Terry Cooper
21 Manager
22 Fraud Unit

23 DEPARTMENT OF INSURANCE
24 2910 North 44th Street, Second Floor
25 Phoenix, AZ 85018

26 Charles Bolton, CPCU
27 Vice President, Underwriting
28 Clarendon National Insurance Company
29 1177 Avenue of the Americas
30 New York, NY 10036

31 
32 _____