08-275

FILED

JAN 17 2008

Deadline: DDM

OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY
COMMISSIONER

IN THE MATTER OF:

ALLSTATE FLORIDIAN INSURANCE COMPANY	CASE NOS.: 91774-07
ALLSTATE INDEMNITY COMPANY	91775-07
ALLSTATE PROPERTY & CASUALTY INSURANCE COMPANY	91777-07
ALLSTATE INSURANCE COMPANY	91778-07
ALLSTATE FLORIDIAN INDEMNITY COMPANY	91779-07
ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY	91780-07
ENCOMPASS INSURANCE COMPANY OF AMERICA	91781-07
ENCOMPASS INDEMNITY COMPANY	91786-07
ENCOMPASS FLORIDIAN INSURANCE COMPANY	91787-07
ENCOMPASS FLORIDIAN INDEMNITY COMPANY	91788-07

_____/

IMMEDIATE FINAL ORDER

TO:

ALLSTATE INSURANCE COMPANY, ET AL.
3075 Sanders Road, Suite H1A
Northbrook, Illinois 60062-7127

FILED
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FIRST DISTRICT

YOU ARE HEREBY NOTIFIED that pursuant to the provisions of the Florida Insurance Code, including Sections 624.307, 624.317, 624.318, 624.418, 624.4211 of the Florida Statutes (2007), the STATE OF FLORIDA, OFFICE OF INSURANCE REGULATION (the "Office"), has caused an investigation to be made of the insurance-related activities of ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY, ENCOMPASS FLORIDIAN

INSURANCE COMPANY, and ENCOMPASS FLORIDIAN INDEMNITY COMPANY ("Allstate" or "Respondents"). As a result of its investigation, the Office, finds:

1. The Office has jurisdiction over the parties and the subject matter pursuant to Sections 120.569 (Decisions which affect substantial interests), 624.307 (General Powers and duties), 624.317 (Investigation of agents, adjusters, administrators, service companies and others), 624.318 (Conduct of examination or investigation; access to records; correction of accounts; appraisals), and 626.9541 (Unfair methods of competition and unfair or deceptive acts or practices), Florida Statutes.

2. Section 624.11(1), Florida Statutes, states that: "No person shall transact insurance in this state, or relative to a subject of insurance resident, located, or to be performed in this state, without complying with the applicable provisions of this code."

3. Section 624.04, Florida Statutes, defines "Person" to include an individual, insurer, company, association, organization, Lloyds, society, reciprocal insurer or interinsurance exchange, partnership, syndicate, business trust, corporation, agent, general agent broker, services representative, adjuster, and every legal entity.

4. In accordance with Section 20.121(3)(a)1., Florida Statutes, the Office is responsible for all activities concerning insurers and other risk bearing entities, including licensing, rates, policy forms, market conduct, claims, issuance of certificates of authority, solvency, viatical settlements, premium financing, and administrative supervision, as provided under the Florida Insurance Code (the "Code") or chapter 636. The Office is required to enforce the provisions of the Code. §624.307(1). In the discharge of its duty, the Office has the powers and authority expressly conferred upon it or reasonably implied from the provisions of the Code. §624.307(2). The Florida Legislature intended to regulate trade practices relating to the business

of insurance under the Unfair Insurance Trade Practices Act. §626.951. Section 627.031, Florida Statutes, provides that the purpose of the Rating Law is "to promote the public welfare ... to protect policyholders and the public against the adverse effects of excessive, inadequate or unfairly discriminatory insurance rates..."

5. The Office is empowered to conduct investigations of insurance matters as it may deem proper to determine whether any person has violated any provision of the Code or to secure information useful in the lawful administration of any such provision. §624.307(3). Sections 624.307, 624.318, 624.321, and 624.324, Florida Statutes, govern investigations conducted by the Office.

6. To facilitate investigations conducted by the Office, Florida law requires insurers to fully cooperate. Section 624.318(2), Florida Statutes, requires:

> Every person being examined or investigated, and <u>its officers, attorneys, employees, agents, and representatives, shall make freely available</u> to the department or office or its examiners or investigators the accounts, records, documents, files, information, assets, and matters in their possession or control relating to the subject of the examination or investigation. (Emphasis added.)

7. In order to implement Section 624.318, Florida Statutes, and to aid the Office in its investigations of insurers in this state, the Code empowers the Office to "subpoena witnesses, compel their attendance and testimony, and require by subpoena the production of books, papers, records, files, correspondence, documents, or other evidence which is relevant to the inquiry." §624.321(1)(b).

8. The Respondents are foreign corporations with a principal place of business at 2775 Sanders Road, Northbrook, Illinois 60062-6127. The Respondents are currently authorized by the Office to conduct business as property and casualty insurers in the state of Florida.

9. On October 16, 2007, the Office served investigative subpoenas and subpoenas

duces tecum ("subpoenas") on the Respondents. The subpoenas required the production of documents on or before November 30, 2007. The subpoenas *duces tecum* required the corporate representative(s) of the Respondents with knowledge, to appear and testify at a public hearing in Tallahassee, Florida on January 15-16, 2008. (See Tab 1)

10. The subpoenas requested documents from the Respondents with regard to non-renewals, underwriting practices, claims settlement practices, reinsurance programs, and relationships to risk modeling companies, insurance rating organizations or companies, and insurance trade associations.

11. The Office specifically requested that the Respondents produce a report issued by McKinsey and Co. ("McKinsey Report"), a New York based consulting firm, which was retained by the Respondents to aid in the formulation of its claims handling procedures. Subpoena items numbered 39. through 59., were carefully crafted by the Office to gather information related to Allstate's improper claims handling processes and to assist the Office in assessing the extent to which Allstate is causing harm to Florida consumers.

12. On November 30, 2007, the Office received approximately 27,000 bates-stamped pages from the Respondents. The documents received by the Office were not in compliance with the subpoenas' instructions. The Office received an additional three boxes of documents on December 31, 2007, that were also non-compliant with the subpoenas' instructions. These productions included public documents that Allstate knew were already in the Office's possession, such as rate filings and also included documents with missing pages.

13. On November 30, 2007, the Respondents filed 51 pages of frivolous objections with the Office. The objections indicated that the Respondents did not intend to produce all

documents responsive to items numbered 39, 40, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, and 59 of the subpoenas.[1] (See Tab 2)

14. The Respondents failed to comply with the Office subpoenas. Generally, the Respondents objected to the subpoenas as a "fishing expedition" that seeks to obtain information irrelevant to the Office's investigation of their 2007 Florida homeowners' insurance rates as they pertain to House Bill 1A,[2] despite the fact that the investigation is not limited to issues related to House Bill 1A.

15. The Respondents also refused to produce documents on grounds of irrelevancy, privacy, confidentiality, proprietary, trade secrecy, and privilege. The Respondents objected to the release of certain documents that would allegedly infringe upon the privacy rights of policyholders or insureds.

16. The Respondents did not produce the McKinsey Report and related documents claiming that compliance would require them to violate protective orders issued in other cases. Judge Michael Manners, however, of the Circuit Court of Jackson County, Missouri, had previously directed Allstate to produce those documents. (See Tab 3)

17. The significance of these documents is based on complaints received by the Office and information contained in J. Robert Hunter's[3], July 18, 2007, report titled *The "Good Hands" Company or a Leader in Anti-Consumer Practice? Excessive Prices and Poor Claims*

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[1] Note, Encompass Floridian Insurance Company filed the same objections; however, the numbering is different. Thus, the objections for Encompass Floridian Insurance Company contain items numbered 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, and 57.

[2] House Bill 1A became law on January 25, 2007. It is currently Chapter 2007-1, Laws of Florida, but has been consistently referred to as House Bill 1A. Thus, that reference is repeated here to avoid any confusion.

[3] J. Robert Hunter, one of the nation's leading insurance consumer advocates is the Director of Insurance for the Consumer Federation of America. Mr. Hunter is a Fellow of the Casualty Actuarial Society and a former Federal Insurance Administrator and Texas Insurance Commissioner.

Practices at the Allstate Corporation. (See Tab 4) Without full and complete information from Allstate including subpoena items 39. through 59., the Office is unable to document Allstate's claims handling procedures and protect the public.

18. The Hunter Report makes the following specific findings regarding Allstate's claims handling practices:

> In 1992, Allstate adopted the "Claims Core Process Redesign" (CCPR) system recommended by McKinsey & Company. As explained in the book "From 'Good Hands' to Boxing Gloves," the CCPR was intended to "radically alter our whole approach to the business of claims." McKinsey saw the CCPR as a "Zero Sum Game."
>
> As the key element of CCPR, Allstate uses a program known as "Colossus," sold by Computer Sciences Corporation (CSC.) CSC sales literature touted Colossus as "the most powerful cost savings tool" and also suggested that, "the program will immediately reduce the size of bodily injury claims by up to 20 percent." As reported in the book From "Good Hands" to Boxing Gloves, "...any insurer who buys a license to use Colossus is able to calibrate the amount of 'savings' it wants Colossus to generate...<u>If Colossus does not generate 'savings' to meet the insurer's needs or goals, the insurer simply goes back and "adjusts' the benchmark values until Colossus produces the desired results."</u> (Emphasis Added)
>
> Programs like Colossus are designed to systematically reduce payments to policyholders without adequately examining the validity of each individual claim. The use of these programs appears to sever the promise of good faith that insurers owe their policyholders. <u>Any increase in profits that results from arbitrarily selected reductions in claims payments cannot be considered to be legitimate.</u> (Emphasis Added) The introduction of these systems could explain part of the decline in benefits that policyholders have been receiving as a percentage of premiums paid in recent years by Allstate and later, to a lesser degree, by the insurance industry. Most, but not all, major insurance companies are now using Colossus. In most cases the purchase of the system was made by insurers following the marketing efforts of CSC, which promise significant savings in claims costs.

19. Such improper claims handling practices are harmful to Allstate's customers in Florida and are a continuing direct violation of the Florida's Unfair Insurance Trade Practices Act.

20. The Florida Unfair Insurance Trade Practices Act provides, in pertinent part, at Section 626.9541(1)(i), Florida Statutes, that the following unfair claim settlement practices are defined as unfair methods of competition and unfair or deceptive acts or practices in Florida:

> 2. A material misrepresentation made to an insured or any other person having an interest in the proceeds payable under such contract or policy, for the purpose and with the intent of effecting settlement of such claims, loss, or damage under such contract or policy on less favorable terms than those provided in, and contemplated by, such contract or policy; or
>
> 3. Committing or performing with such frequency as to indicate a general business practice any of the following:
>
> a. Failing to adopt and implement standards for the proper investigation of claims;
> b. Misrepresenting pertinent facts or insurance policy provisions relating to coverages at issue;
> c. Failing to acknowledge and act promptly upon communications with respect to claims;
> d. Denying claims without conducting reasonable investigations based upon available information; ...

21. The Respondents had until and including the date of the public hearing, January 15, 2008, almost 3 months, to produce the subpoenaed documents. The Respondents did not request an extension of time. Instead, the Respondents appeared before the Office at the hearing without any additional documents or witnesses prepared to answer the Office's questions about the subpoenas as directed. The public hearing was dominated by the Respondents' failure to provide responsive documents and knowledgeable witnesses as required by the Office's subpoenas. The transcript clearly shows the lack of any good faith by the Respondents to comply with the Office's subpoenas. (See Tab 5, page 31, lines 15-23, page 42, and page 56).

22. The need to protect Florida consumers is a grave concern of the Office. The comments made by Senator Atwater at the conclusion of the public hearing most accurately express this concern and the importance of the Office's need to enforce the subpoenas:

SENATOR ATWATER: Thank you, Commissioner.

2 Just a commentary at this point, because from
3 my observations, this hearing has begun and ended on
4 very sad notes, that we came here with the intent
5 today to understand when and how and who would be
6 answering questions that comply with these
7 subpoenas, and to have asked questions that from the
8 very outset that people were not here prepared to
9 answer would lead me to believe that maybe you have
10 even suggested that Allstate has decided to narrow
11 the focus of our observations and our questions
12 today by who they would provide us to talk to.
13 And I think the saddest commentary that I would
14 offer today is that after all we went through in the
15 creation of House Bill 1-A with representatives of
16 your organization present in this Capitol and
17 involved in those discussions, and after the
18 presumptive factor filing, after the true-up filing,
19 after all the efforts to learn more here, it took
20 sitting here under oath for you to say to us, "The
21 Office of Regulation now has our attention." It
22 took that, to sit here now under oath, to say, "The
23 State now has our attention."

24 I just wonder, what was it about your customer,

25 what was it about the citizen of Florida, what was

105

1 it about their financial hardship, what was it about

2 their suffering that was unable to get your

3 attention?

4 And to hear that these questions are

5 breathtakingly broad? What's been breathtakingly

6 broad is the dance that you have offered to avoid

7 answering.

8 Commissioner, I do have one thing to ask. I

9 would like to understand in Florida law what is the

10 maximum penalty for avoiding and dancing and

11 noncomplying with a subpoena of this office, because

12 I would tell you that this dance is over. The

13 people of Florida needed relief, the state

14 Legislature offered relief and they're going to get

15 relief, and I will tell you in the end, they're also

16 going to get justice.

(See Tab 5, pages 105-106)

23. While the Office may choose to enforce its subpoenas in circuit court under Section 624.321(2), Florida Statutes, it is not the exclusive remedy available to the Office. In

this instance, the actions by the Respondents in the previously referred to Missouri litigation, lead the Office to believe that such a course, if repeated here, would be futile and ineffective.

24. There, a Missouri court ordered the Respondents to produce documents in a civil trial. Similar to the McKinsey documents which the Office now seeks access to, Allstate argued, as they did here, that the documents were trade secret and should not be produced without a protective order. The court refused to enter a protective order and required the Respondents to produce the documents or incur a fine of $25,000 a day until they complied. It is the Office's understanding the Respondents still have not produced those documents and that currently the court imposed fine totals approximately $2.4 million. (See Tab 3)

25. It is apparent to the Office that Allstate is perfectly willing to disobey a lawful court order even if the result is the imposition of a significant fine.

26. Section 624.418(1)(b), Florida Statutes, requires the Office to suspend or revoke an insurer's Certificate of Authority if it finds that the insurer "is using such methods and practices in the conduct of its business as to render its further transaction of insurance in this state hazardous or injurious to its policyholders or to the public."

27. Section 624.418(2)(a), Florida Statutes, gives the Office the discretion to suspend or revoke an insurer's Certificate of Authority when the insurer violates the Code.

28. The Office has the right to receive and review privileged, confidential, or trade secret documents. Absent assertions of a privilege against self-incrimination, the only privilege recognized by the legislature in the Code, insurers must cooperate with an Office investigation. §624.322(1). Insurers, including their attorneys, must produce requested documents. *See* §624.318(2).

29. The Respondents' failure to produce documents is not only a continuing violation of Section 624.318, Florida Statutes, but it is also a willful ongoing crime pursuant to Section 624.15(1), Florida Statutes. [4] Section 624.15(1), Florida Statutes, provides that:

> Each willful violation of this code or rule of the department, office, or commission as to which a greater penalty is not provided by another provision of this code or rule of the department, office, or commission or by other applicable laws of this state is a misdemeanor of the second degree and is, in addition to any prescribed applicable denial, suspension, or revocation of certificate of authority, license, or permit, punishable as provided in s. 775.082 or s. 775.083. Each instance of such violation shall be considered a separate offense.

30. Proper regulation of the business of insurance is essential to protecting policyholders and the public welfare, and therefore, it is imperative that insurers freely and timely provide all records as required by law. Section 624.307(1), Florida Statutes, setting forth the powers and duties of the Office, provides that the Office shall enforce the provisions of the Code and shall execute the duties imposed upon it by the Code. Allstate's actions clearly evidence a continuing attempt to improperly subvert, manipulate, and undermine the regulatory process, and such actions evidence a lack of trustworthiness on the part of Allstate's management, officers, and directors.

WHEREFORE, pursuant to the Florida Insurance Code and other applicable statutes, including, Section 120.569(2)(n), Florida Statutes, the Office finds that the Respondents continuing failure to provide lawfully requested documents and thus its continuous criminal violations of Florida law constitutes an immediate danger to the public welfare so as to require the issuance of this Immediate Final Order to ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND

[4] The Respondents labeled documents as trade secret here, even though they had knowledge that some of the documents were already documents in the public domain. The Respondents' representatives admitted during the public hearing that the Respondents' claim of trade secret was not appropriately raised. (Tab 5, pages 40-41). The Respondents have no basis to refuse to produce the McKinsey Report or any other documentation.

CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY, ENCOMPASS FLORIDIAN INSURANCE COMPANY, and ENCOMPASS FLORIDIAN INDEMNITY COMPANY.

Accordingly, **IT IS HEREBY ORDERED**:

A. The Certificates of Authority issued by the Office for ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY, ENCOMPASS FLORIDIAN INSURANCE COMPANY, and ENCOMPASS FLORIDIAN INDEMNITY COMPANY are forthwith IMMEDIATELY SUSPENDED and the Respondents are no longer authorized to transact any new insurance business in the state of Florida, until all of the requested documents are produced in accordance with the subpoenas.

B. Nothing in this Order shall effect current policyholders or prevent the renewal of current policyholders by ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY,

ENCOMPASS FLORIDIAN INSURANCE COMPANY, and ENCOMPASS FLORIDIAN INDEMNITY COMPANY;

C. ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY, ENCOMPASS FLORIDIAN INSURANCE COMPANY, and ENCOMPASS FLORIDIAN INDEMNITY COMPANY shall inform their agents and all other agents through which they have transacted insurance in Florida, immediately, that they can not write any new business until such time as they have complied with Section 624.318, Florida Statutes, and received approval from the Office;

D. ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY, ENCOMPASS FLORIDIAN INSURANCE COMPANY, and ENCOMPASS FLORIDIAN INDEMNITY COMPANY shall provide to the Office a copy of the notice sent to all of its Florida agents, alerting them to this action, together with a written statement averring that such notice was transmitted to all such agents immediately. Such written statement shall be signed by a company officer or director and shall state that it is proffered to the Office under Section 624.310, Florida Statutes. The notice shall be delivered to the Office no later than January 22, 2008.

E. ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY, ENCOMPASS FLORIDIAN INSURANCE COMPANY, and ENCOMPASS FLORIDIAN INDEMNITY COMPANY shall continue to administer and service all existing insurance policies issued in Florida in accordance with the insurance policies' provisions and the Florida Insurance Code;

F. ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY, ENCOMPASS FLORIDIAN INSURANCE COMPANY, and ENCOMPASS FLORIDIAN INDEMNITY COMPANY shall continue to file with the Office all documents and information and pay all fees and taxes as if the Certificates of Authority had continued in full force pursuant to Section 624.421(2), Florida Statutes;

G. ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY,

ENCOMPASS FLORIDIAN INSURANCE COMPANY, and ENCOMPASS FLORIDIAN INDEMNITY COMPANY shall comply with all requirements applicable to foreign insurers licensed to transact insurance in this state as set forth in the Florida Insurance Code and the Florida Administrative Code.

H. ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY, ENCOMPASS FLORIDIAN INSURANCE COMPANY, and ENCOMPASS FLORIDIAN INDEMNITY COMPANY shall honor all current and future claims arising from policies currently issued in Florida as well as all other obligations and liabilities which have or may arise from their past and current operations in Florida.

DONE AND ORDERED this 17TH day of January 2008.

KEVIN M. McCARTY
Commissioner
Office of Insurance Regulation

NOTICE OF RIGHTS

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 of the Office of Insurance Regulation, acting as the Agency Clerk, at 612 Larson Building, Tallahassee, Florida 32399-4206, 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 furnished by U.S. Certified Mail to: ALLSTATE FLORIDIAN INSURANCE COMPANY, ALLSTATE INDEMNITY COMPANY, ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, ALLSTATE INSURANCE COMPANY, ALLSTATE FLORIDIAN INDEMNITY COMPANY, ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, ENCOMPASS INSURANCE COMPANY OF AMERICA, ENCOMPASS INDEMNITY COMPANY, ENCOMPASS FLORIDIAN INSURANCE COMPANY, AND ENCOMPASS FLORIDIAN INDEMNITY COMPANY, 3075 Sanders Road, Suite H1A, Northbrook, Illinois 60062-7127, and by Regular U.S. Mail to: PETER ANTONACCI, ESQUIRE, Gray Robinson, P.A., 301 South Bronough Street, Suite 600, Tallahassee, Florida 32301, and DAVID A. YON, ESQUIRE, 301 South Bronough Street, Suite 200, Tallahassee, Florida 32301, this 17 day of January 2008.

RHODA K. JOHNSON
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