



**FILED**

**JAN 23 2009**

**OFFICE OF INSURANCE REGULATION**

**KEVIN M. McCARTY**  
**COMMISSIONER**

Deleted by: DDM

**IN THE MATTER OF:**

**CASE NO.: 88559-06**

**HEALTH CARE INDEMNITY, INC.**

**2005 Market Conduct Investigation**

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**CONSENT ORDER**

THIS CAUSE came on for consideration as the result of an agreement between HEALTH CARE INDEMNITY, INC. (hereinafter referred to as "HEALTH CARE INDEMNITY") and the OFFICE OF INSURANCE REGULATION (hereinafter referred to as the "OFFICE").

Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter of, and the parties to, this proceeding.
2. HEALTH CARE INDEMNITY is a foreign property and casualty insurer authorized to transact insurance in the State of Florida and is subject to the jurisdiction and regulation of the OFFICE pursuant to the Florida Insurance Code and Florida Administrative Code.
3. The OFFICE conducted a target market conduct examination of HEALTH CARE INDEMNITY pursuant to Section 624.3161, Florida Statutes, in 2005, and as a result it has been determined that HEALTH CARE INDEMNITY has violated the following provisions of the Florida Insurance Code:

Medical Malpractice

a. Section 627.912, Florida Statutes – Professional liability claims and actions; reports by insurers and health care providers – Failure to report closed claims.

b. Section 627.912, Florida Statutes – Professional liability claims and actions; reports by insurers and health care providers – Failure to timely report closed claims.

4. HEALTH CARE INDEMNITY expressly waives a hearing in this matter, the making of Findings of Fact and Conclusions of Law by the OFFICE, and all further and other proceedings herein to which the parties may be entitled, by law or rules of the OFFICE. HEALTH CARE INDEMNITY hereby knowingly and voluntarily waives all rights to challenge or to contest this Order, in any forum now or in the future available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

5. HEALTH CARE INDEMNITY agrees that upon the execution of this Consent Order, it shall be subject to the following terms and conditions:

a. HEALTH CARE INDEMNITY shall pay an administrative penalty of Thirty-Two Thousand Dollars (\$32,000.00) and administrative costs of Three Thousand Dollars (\$3,000.00) within thirty (30) days of the execution of this Consent Order.

b. HEALTH CARE INDEMNITY shall within thirty (30) days of the execution of this Consent Order, provide to the OFFICE a certification signed by an officer of the Company that the corrective action outlined in the examination report has been completed.

c. HEALTH CARE INDEMNITY is hereby placed on notice of the requirements of the above-referenced laws and agrees that any future violations of these sections of law by HEALTH CARE INDEMNITY may be deemed willful, subjecting HEALTH CARE INDEMNITY to appropriate penalties.

d. HEALTH CARE INDEMNITY shall henceforth comply with all of the provisions of the Florida Insurance Code and Florida Administrative Code.

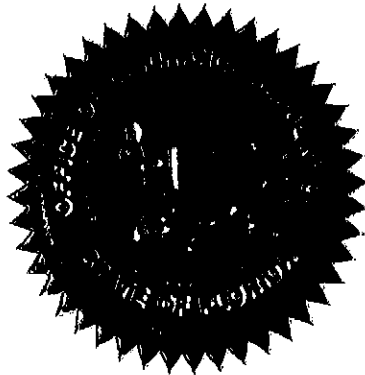
6. HEALTH CARE INDEMNITY agrees that failure to adhere to one or more of the terms and conditions of this Order shall constitute a violation of a lawful order of the OFFICE, and shall subject HEALTH CARE INDEMNITY to such administrative action as the OFFICE may deem appropriate.

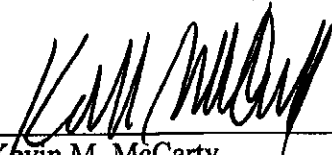
7. Except as noted hereinabove, each party to this action shall bear its own costs and attorneys' fees.

THEREFORE, the agreement between HEALTH CARE INDEMNITY and the OFFICE, the terms and conditions of which are set forth above, is APPROVED.

FURTHER, all terms and conditions above are hereby ORDERED.

DONE and ORDERED this 23rd day of JANUARY, 2009



  
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Kevin M. McCarty  
Commissioner  
Office of Insurance Regulation

By execution hereof, HEALTH CARE INDEMNITY, INC. consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind HEALTH CARE INDEMNITY, INC. to the terms and conditions of this Consent Order.

HEALTH CARE INDEMNITY, INC.

By: *[Signature]*

Print Name: Kenneth K. Roth

Title: CFO & Vice President

Date: 12/4/2008

Corporate Seal

STATE OF TN

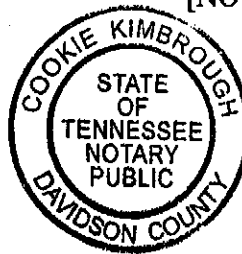
COUNTY OF Davidson

On 12-4, 2008, before me, Cookie Kimbrough personally appeared Kenneth Roth, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf which the person acted, executed the instrument.

Subscribed and sworn to before me this 4<sup>th</sup> day of December 2008.

Signature *Cookie Kimbrough*  
(Signature of Notary Public)

[NOTARIAL SEAL]



My Commission Expires July 5, 2011

My Commission Expires: