

**IN THE DEPARTMENT OF INSURANCE, FINANCIAL  
INSTITUTIONS AND PROFESSIONAL REGISTRATION  
STATE OF MISSOURI**

**In Re:** )  
 )  
**YOUNG AMERICA** ) **Market Conduct Exam No. 1612-72-TGT**  
**INSURANCE COMPANY (NAIC #27090)** )  
 )

**ORDER OF THE DIRECTOR**

NOW, on this 14<sup>th</sup> day of May, 2019, Director, Chlora Lindley-Myers, after consideration and review of the market conduct examination report of Young America Insurance Company (NAIC #27090) (hereinafter “Young America”) examination report number 1612-72-TGT prepared and submitted by the Division of Insurance Market Regulation (hereinafter “Division”) pursuant to §374.205.3(3)(a)<sup>1</sup>, does hereby adopt such report as filed. After consideration and review of the Stipulation of Settlement (“Stipulation”), the examination report, relevant work papers, and any written submissions or rebuttals, the findings and conclusions of such report are deemed to be the Director’s findings and conclusions accompanying this order pursuant to §374.205.3(4). Director does hereby issue the following orders:

This order, issued pursuant to §374.205.3(4) and §374.046.15. RSMo, is in the public interest.

**IT IS THEREFORE ORDERED** that Young America and the Division having agreed to the Stipulation, the Director does hereby approve and agree to the Stipulation.

**IT IS FURTHER ORDERED** that Young America shall not engage in any of the violations of law and regulations set forth in the Stipulation, shall implement procedures to place it in full compliance with the requirements in the Stipulation and the statutes and regulations of the State of Missouri, and to maintain those corrective actions at all times, and shall fully comply with all terms of the Stipulation.

**IT IS SO ORDERED.**

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<sup>1</sup> All references, unless otherwise noted, are to Missouri Revised Statutes 2016 as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of my office in Jefferson City, Missouri, this 14<sup>th</sup> day of May, 2019.



*Chlora Lindley-Myers*

Chlora Lindley-Myers  
Director

**IN THE DEPARTMENT OF INSURANCE, FINANCIAL  
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**INSURANCE COMPANY (NAIC #27090)** )  
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**STIPULATION OF SETTLEMENT**

It is hereby stipulated and agreed by the Division of Insurance Market Regulation (hereinafter “the Division”), and Young America Insurance Company (NAIC #27090) (hereinafter “Young America”) as follows:

**WHEREAS**, the Division is a unit of the Missouri Department of Insurance, Financial Institutions and Professional Registration (hereinafter, “the Department”), an agency of the State of Missouri, created and established for administering and enforcing all laws in relation to insurance companies doing business in the State in Missouri;

**WHEREAS**, Young America has been granted a certificate of authority to transact the business of insurance in the State of Missouri;

**WHEREAS**, the Division conducted a Market Conduct Examination of Young America and prepared report number 1612-72-TGT;

**WHEREAS**, based on the Market Conduct Examination of Young America, the Division alleges:

1. In one instance, Young America failed to promptly pay an insured car rental bill implicating the provisions of §375.1007 (4)<sup>1</sup>.
2. In one instance, Young America failed to notify an insured of the availability of Medical Payments coverage in violation of 20 CSR 100-1.030 (3) and implicating the provisions of §375.1007 (2) & (3).
3. In one instance, Young America failed to investigate the subrogation potential of a claim implicating the provisions of §375.1007 (3).
4. In one instance, Young America failed to send the insured a written denial letter citing a policy provision, condition or exclusion in violation of §375.1007 (4) & (12).

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<sup>1</sup> All references, unless otherwise noted, are to Missouri Revised Statutes 2016, as amended.

5. In numerous instances, Young America failed to reimburse total loss claimants for sales tax paid either with a money payment or by providing a sales tax affidavit in violation of §375.1007 (4).

6. In one instance, Young America failed to explain that Medical Payments coverage was available to the claimant in violation of §375.1007 (1), §375.1005 and 20 CSR 100-1.020 (1) (A).

7. In one instance, Young America failed to investigate and provide reasonable assistance to the insured within 10 working days in violation of 20 CSR 100-1.030 (3) and implicating the provisions of §375.1007 (2) & (3).

8. In one instance, Young America failed to implement reasonable standards for a claim settlement implicating the provisions of §375.1007 (3).

9. In one instance, Young America paid an incorrect Medical Payments coverage limit implicating the provisions of §375.1007 (4).

10. In two instances, Young America overpaid a claim after applying the collision deductible in violation of §375.1007 (4).

11. In one instance, Young America failed to issue a replacement check after an initial Medical Payments check was voided in violation of §375.1007 (4) and §375.1005.

12. In one instance, Young America failed to respond to the adverse adjusters correspondence within 10 working days implicating the provisions of §375.1007 (2) & (3) and violating 20 CSR 100-1.030 (1).

13. Young America failed to file the Base Rate and Full Coverage Rate in 481 policies resulting in undercharges to insureds implicating the provisions of §379.321.

14. In one instance, Young America failed to rate a policy correctly implicating the provisions of §379.321.

**WHEREAS**, the Division, and Young America have agreed to resolve the issues raised in the Market Conduct Examinations through a voluntary settlement as follows:

A. **Scope of Agreement.** This Stipulation of Settlement (hereinafter “Stipulation”) embodies the entire agreement and understanding of the signatories with respect to the subject matter contained herein. The signatories hereby declare and represent that no promise, inducement or agreement not herein expressed has been made, and acknowledge that the terms and conditions of this agreement are contractual and not a mere recital.

**B. Remedial Action.** Young America agrees to take remedial action bringing it into compliance with the statutes and regulations of Missouri and agrees to maintain those remedial actions at all times, to reasonably assure that the alleged errors noted in the above-referenced market conduct examination do not recur. Such remedial actions shall include, but not be limited to, the following:

1. Young America agrees that where its auto policies do not specify a method for reimbursing total loss claimants for the payment of sales tax on their totaled vehicle, Young America will reimburse such total loss claimants either by making payment of the amount of the sales tax paid to the claimant or by providing a sales tax affidavit that satisfies the requirements of §144.027. In addition, Young America agrees that if the Company provides a sales tax affidavit to the claimant, a copy of the affidavit will be maintained in the claim file pursuant to 20 CSR 100-8.040 (3) (B) 3.

2. Young America agrees that for claim number 6591331 it will re-open the claim, notify the insured of the availability of Medical Payments coverage, permit the insured to file a claim for Medical Payments coverage, and if a claim is made, make appropriate payment to the insured up to the limits of the coverage.

3. Young America agrees that for claim number 6491186, it will send Medical Payment forms to the insured's last known address, make a good faith effort to locate a new address if the initial correspondence is returned as undeliverable, permit the policyholder and/or his passengers to file a claim for Medical Payments coverage, and if a claim is made, make appropriate payment up to the limits of the coverage.

4. Young America agrees to file all auto rates with the Department and to utilize only filed rates in its auto policies.

**C. Compliance.** Young America agrees to file documentation with the Division within 90 days of the entry of a final order of all remedial action taken to implement compliance with the terms of this Stipulation and to document the payment of any restitution required by this Stipulation. Such documentation is provided pursuant to §374.205.

**D. Examination Fees.** Young America agree to pay any reasonable examination fees expended by the Division in conducting its review of the documentation provided by the Young America pursuant to Paragraph C of this Stipulation.

**E. Waivers.** Young America, after being advised by legal counsel, does hereby

voluntarily and knowingly waive any and all rights for procedural requirements, including notice and an opportunity for a hearing, and review or appeal by any trial or appellate court, which may have otherwise applied to the above referenced Market Conduct Examinations.

F. **Changes.** No changes to this Stipulation shall be effective unless made in writing and agreed to by representatives of the Division and Young America.

G. **Governing Law.** This Stipulation shall be governed and construed in accordance with the laws of the State of Missouri.

H. **Authority.** The signatories below represent, acknowledge and warrant that they are authorized to sign this Stipulation on behalf of the Division and Young America respectively.

I. **Effect of Stipulation.** This Stipulation shall not become effective until entry of a Final Order by the Director of the Department (hereinafter the "Director") approving this Stipulation.

J. **Request for an Order.** The signatories below request that the Director issue an Order approving this Stipulation and ordering the relief agreed to in the Stipulation, and consent to the issuance of such Order.

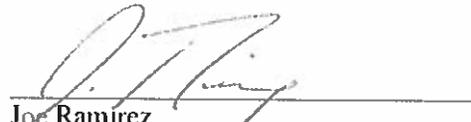
DATED: 5/10/2019

  
\_\_\_\_\_  
Angela L. Nelson  
Director, Division of Insurance  
Market Regulation

DATED: 5/10/19

  
\_\_\_\_\_  
Stewart Freilich  
Chief Market Conduct Examiner and  
Senior Counsel

DATED: May 7, 2019

  
\_\_\_\_\_  
Joe Ramirez  
Chief Financial Officer  
Young America Insurance Company

**STATE OF MISSOURI**  
**DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS**  
**AND**  
**PROFESSIONAL REGISTRATION**



**FINAL MARKET CONDUCT EXAMINATION REPORT**  
**Of the Property and Casualty Business of**

**Young America Insurance Company**  
**NAIC Group #3702**  
**NAIC # 27090**

**MISSOURI EXAMINATION # 1612-72-TGT**

**NAIC EXAM TRACKING SYSTEM # MO-HICKSS1-72**

**May 10, 2019**

**Young America Insurance Company**  
**1800 North Lee Trevino Street, Suite 201**  
**El Paso, Texas 79936**

## TABLE OF CONTENTS

<b>FOREWORD .....</b>	<b>4</b>
<b>SCOPE OF EXAMINATION .....</b>	<b>5</b>
<b>COMPANY PROFILE .....</b>	<b>6</b>
<b>EXECUTIVE SUMMARY .....</b>	<b>7</b>
<b>EXAMINATION FINDINGS .....</b>	<b>10</b>
<b>I. CLAIMS PRACTICES .....</b>	<b>10</b>
A. YAIC Claims Not Paid.....	12
1. Claims Time Studies .....	12
2. Unfair Settlement and General Handling Practices.....	12
B. YAIC Claims Paid .....	13
1. Claims Time Studies .....	13
2. Unfair Settlement and General Handling Practices.....	14
C. YAIC Medical Payment Claims.....	17
1. Claims Time Studies .....	17
2. Unfair Settlement and General Handling Practices.....	18
D. YAIC Uninsured Motorist Claims.....	19
1. Claims Time Studies .....	19
2. Unfair Settlement and General Handling Practices.....	20
E. YAIC Other Than Collision Claims .....	21
1. Claims Time Studies .....	21
2. Unfair Settlement and General Handling Practices.....	22
F. YAIC Collision Claims .....	23
1. Claims Time Studies .....	23
2. Unfair Settlement and General Handling Practices.....	24
G. YAIC No Coverage Claims.....	26
1. Claims Time Studies .....	26
2. Unfair Settlement and General Handling Practices.....	27
<b>II. UNDERWRITING AND RATING PRACTICES .....</b>	<b>28</b>
A. Forms and Filings .....	29
B. YAIC Insurer Initiated Policies Non Renewed .....	40
C. YAIC Insured Initiated Non Renewed or Cancelled Policies.....	40
D. YAIC Active Policies .....	41

**III. COMPLAINTS .....41**

- A. YAIC Complaints Sent Directly to the DIFP ..... 42
- B. YAIC Complaints Sent Directly to the Company..... 42

**IV. CRITICISMS AND FORMAL REQUESTS TIME STUDY.....42**

- A. Criticism Time Study ..... 42
- B. Formal Request Time Study ..... 43

**EXAMINATION REPORT SUBMISSION .....44**

## **FOREWORD**

This is a market conduct examination report of the Young America Insurance Company (NAIC Code # 27090). This targeted, desk examination was conducted at the offices of the Missouri Department of Insurance, Financial Institutions and Professional Registration (DIFP), located at 615 East 13<sup>th</sup> Street, Room 506, Kansas City Mo. 64106.

This examination report is generally a report by exception. However, failure to criticize specific practices, procedures, products or files does not constitute approval thereof by the DIFP.

During this examination, the examiners cited potential violations made by the Company. Statutory citations were as of the examination period unless otherwise noted.

When used in this report:

- "Company" refers to Young America Insurance Company;
- "CSR" refers to the Missouri Code of State Regulations;
- "DIFP" refers to the Missouri Department of Insurance, Financial Institutions and Professional Registration;
- "Director" refers to the Director of the Missouri Department of Insurance, Financial Institutions and Professional Registration;
- "NAIC" refers to the National Association of Insurance Commissioners;
- "YAIC" refers to Young America Insurance Company;
- "RSMo" refers to the Revised Statutes of Missouri;
- "CWP" refers to Closed Without Payment;
- "TBD" refers to To Be Determined;
- "NC" refers to No Coverage Claims.

## **SCOPE OF EXAMINATION**

The DIFP has authority to conduct this examination pursuant to, but not limited to, §§374.110, 374.190, 374.205, 375.445, 375.938, and 375.1009, RSMo.

The purpose of this examination was to determine if the Company complied with Missouri statutes and DIFP regulations and to consider whether the Company's operations were consistent with the public interest. The primary period covered by this review is January 1, 2014 through December 31, 2016, unless otherwise noted. However, errors outside of this time period discovered during the course of the examination may also be included in the report.

The examination included a review of the following areas of the Company's operations for its private passenger automobile business: claims handling, underwriting, policyholder services and complaints practices.

The examination was conducted in accordance with the standards in the NAIC's *Market Regulation Handbook*. As such, the examiners utilized the benchmark error rate guidelines from the *Market Regulation Handbook* when conducting reviews that applied a general business practice standard. The NAIC benchmark error rate for claims practices is seven percent (7%) and for other trade practices is ten percent (10%). The benchmark error rates were not utilized, however, for reviews not applying to the general business practice standard.

In performing this examination, the examiners only reviewed a sample of the Company's practices, procedures, products and files. Therefore, some noncompliant practices, procedures, products and files may not have been discovered. As such, this report may not fully reflect all of the practices and procedures of the Company. Failure to identify or criticize improper or noncompliant business practices in this state or other jurisdictions does not constitute acceptance of such practices.

## **COMPANY PROFILE**

The following profile was provided to the examiners by the Company:

Young America Insurance Company (Young America or the Company), a Texas Corporation, is a direct writer of automobile liability and physical damage policies in Texas, Arizona, Colorado, Illinois, Missouri, Nevada, New Mexico, Indiana and Alabama produced by an affiliated agency, Rodney D. Young Insurance Agency, Inc. ("RDY").

Effective May 11, 2012, all of the outstanding shares of RDY Holding Company, Inc. (the ultimate parent of Young America) were sold to EP Loya Group, LP. Effective August 16, 2013, RDY Holding Company, Inc. contributed the outstanding shares of Young America to its parent company, EP Loya Group, LP and simultaneously EP Loya contributed these shares to its wholly owned subsidiary, Loya Insurance Company.

All of the outstanding shares of Young America are owned by Loya Insurance Company (LIC), a Texas domiciled insurance company. All of the outstanding shares of LIC are owned by EP Loya Group, LP (a Texas limited partnership). EP Loya Group, LP is comprised of a 0.5% general partner interest held by Loya Insurance Group GP, LLC (a Delaware limited liability company) and a 99.5% limited partner interest held by Trusts of the Alfredo Joseph Loya family.

Young America has been issued Certificates of Authority to transact certain property and casualty insurance business in the States of Arkansas, Kansas, Kentucky, Louisiana, Oklahoma, Oregon, South Carolina, Tennessee and Washington. No business was transacted in these states during 2016.

For the year ended December 31, 2016, the Company produced premiums of approximately \$67.1 million, of which Missouri was approximately \$7.1 million.

EP Loya Group, LP and subsidiaries (the Loya Group) operate as a property and casualty insurance company, a direct writer of nonstandard private passenger automobile insurance in 12 states, Texas, California, Alabama, Arizona, Colorado, Georgia, Illinois, Indiana Missouri, Nevada, New Mexico, and Ohio and as a general agency providing underwriting, policy placement and issuance, policyholder service, claims adjustment and settlement, and accounting and reporting. There are four insurance companies which have been issued Certificates of Authority to transact certain property and casualty insurance business in an additional 11 states in which no business was transacted during 2016.

The combined insurance companies produced premiums, of approximately \$611.2 million for the year ended December 31, 2016, of which Texas and California account for approximately 72% of the total.

## EXECUTIVE SUMMARY

The DIFP conducted a targeted market conduct examination of the Young America Insurance Company. The examiners found the following principal areas of concern:

### Claims Not Paid

- The examiners found one instance where the Company failed to promptly pay the insured's car rental bill.

### Claims Paid

- The examiners found one instance where the Company failed to investigate and provide reasonable assistance to the insured by not sending Medical Payments forms to the insured within 10 working days, resulting in an undetermined claim underpayment.
- The examiners found one instance where the Company failed to implement reasonable standards to investigate the subrogation by not obtaining a police report.
- The examiners found one instance where the Company failed to send the insured a written denial letter citing a policy provision, condition or exclusion.
- The examiners found 11 instances where the Company failed to effectuate fair and equitable settlements by not paying the total loss sales tax nor providing a sales tax affidavit.
- The examiners found one instance where the Company failed to explain that Medical Payments coverage was available to the claimant after being informed of an injury and treatment that was to be sought, resulting in an undetermined claim underpayment.

### Medical Payments Claims

- The examiners found one instance where the Company failed to investigate and provide reasonable assistance to the insured and other first party claimants within 10 working days by not providing Medical Payments forms after being notified of injuries to the insured and passengers, resulting in undetermined claim underpayments.
- The examiners found one instance where the Company failed to implement reasonable standards for a claim settlement as the Company evaluated comparative negligence liability at 0% responsibility for the insured but settled a bodily injury for the insured passenger contrary to its liability determination, resulting in a claim overpayment of \$4,900.
- The examiners found five instances where the Company failed to effectuate fair and equitable settlements by not paying the total loss sales tax nor providing a sales tax affidavit.

### Uninsured Motorist Claims

- The examiners found three instances where the Company failed to effectuate fair and equitable settlements by not paying the total loss sales tax nor providing a sales tax affidavit.
- The examiners found one instance where the Company failed to effectuate a fair and equitable settlement of a claim in which liability was reasonably clear as it paid an incorrect Medical Payments coverage limit of \$1,000 to the claimant when the correct Medical Payments coverage limit was \$500, resulting in a \$500 claim overpayment.

### Other than Collision Claims

- The examiners found eight instances where the Company failed to effectuate fair and equitable settlements by not paying the total loss sales tax nor providing a sales tax affidavit.

### Collision Claims

- The examiners found 15 instances where the Company failed to effectuate fair and equitable settlements by not paying the total loss sales tax nor providing a sales tax affidavit.
- The examiners found one instance where the Company failed to effectuate fair and equitable settlement in which liability was reasonably clear as it failed to apply a \$1,000 collision deductible, resulting in a \$1,000 claim overpayment.
- The examiners found two separate instances in the same claim file where the Company failed to effectuate fair and equitable settlement in which liability was reasonably clear. The Company failed to reissue a voided Medical Payments check, causing a claim underpayment of \$500 and failed to reimburse the insured the covered towing amount of \$41, resulting in a total claim underpayment of \$541.

### No Coverage Claims

- The examiners found in one instance where the Company failed to respond to a claimant's correspondence within 10 working days.
- The examiners found one instance where the Company failed to effectuate a fair and equitable settlement by not paying the total loss sales tax nor providing a sales tax affidavit.
- The examiners found in one instance where the Company failed to effectuate fair and equitable settlement in which liability was reasonably clear as it failed to apply a \$500 collision deductible, resulting in a \$500 claim overpayment.

### Forms and Filings

- The examiners found in 481 instances where the Company failed to use the correct base rate and full coverage rate that was filed resulting in \$213,269 in premium under charges.

### Active Policies

- The examiners found in one instance where the Company failed to rate the policy correctly as it used an incorrect driver classification MF47 (Married Female 47) when the correct classification should have been MM47 (Married Male 47), resulting in a \$22 premium undercharge.

#### **A. Prior Market Conduct Examination Report Findings From Missouri**

On February 6, 2017, the Company responded that Young America Insurance Company had incurred no previous Missouri market conduct examinations. The examiners discovered no evidence to the contrary.

## EXAMINATION FINDINGS

### I. CLAIMS PRACTICES

This section of the report is designed to provide a review of the Company's claims handling practices. Examiners reviewed how the Company handled claims to determine the timeliness of handling, accuracy of payment, adherence to contract provisions, and compliance with Missouri statutes and regulations.

To minimize the duration of the examination, while still achieving an accurate evaluation of claim practices, the examiners reviewed a statistical sampling of the claims processed. The examiners requested a listing of claims paid and claims closed without payment during the examination period for the line of business under review. The review consisted of Missouri claims closed from January 1, 2014, through December 31, 2016.

A claim file is reviewed in accordance with 20 CSR 100-8.040 and the NAIC *Market Regulation Handbook*. Error rates are established when testing for compliance with laws that apply a general business practice standard (e.g., §§375.1000 – 375.1018 and 375.445 RSMo) and compared with the NAIC benchmark error rate of seven percent (7%). Error rates in excess of the NAIC benchmark error rate are presumed to indicate a general business practice contrary to the law. Errors indicating a failure to comply with laws that do not apply the general business practice standard are separately noted as errors and are not included in the error rates.

A claim error includes, but is not limited to, any of the following:

- An unreasonable delay in the acknowledgement of a claim.
- An unreasonable delay in the investigation of a claim.
- An unreasonable delay in the payment or denial of a claim.
- A failure to calculate claim benefits correctly.
- A failure to comply with Missouri law regarding claim settlement practices.

The examiners reviewed the claim files for timeliness. In determining timeliness, examiners looked at the duration of time the Company used to acknowledge the receipt of the claim, investigate the claim, and provide payment or a written denial.

DIFP regulations require companies to abide by the following parameters for claims processing:

- Acknowledgement of the notification of a claim must be made within 10 working days.
- Completion of the investigation of a claim must be made within 30 calendar days after notification of the claim. If more time is needed, the Company must notify the claimant and send follow-up letters every 45 days.

- Payment or denial of a claim must be made within 15 working days after the investigation of the claim is complete.

Missouri statutes also require the Company to disclose to first-party claimants all pertinent benefits, coverage or other provisions of an insurance policy under which a claim is presented. Claim denials must be given to the claimant in writing, and the Company must maintain a copy in its claim files.

In addition, examiners reviewed the Company's claim handling processes to determine compliance with contract provisions and adherence to unfair claims statutes and regulations. Whenever information in the claim file reflected that the Company failed to meet these standards, the examiners cited the Company for noncompliance.

The following list summarizes the number of claims, complaints, and underwriting files reviewed for each type of claim or policy review:

<b><u>Name of Review</u></b>	<b><u>Type of Sample</u></b>	<b><u>Population Size</u></b>	<b><u># of Files Reviewed</u></b>
Claims Not Paid	Random	12,654	50
Claims Paid	Random	5,286	50
Med Pay Claims	Random	848	50
UM Claims	Random	553	50
OTC Claims	Random	510	105
Collision Claims	Random	1,722	107
No Coverage Claims	Random	4,377	108
Forms and Filings (Company Reviewed)	Census	481	481
Non-renewal Policies	Census	53	53
All Other Cancellations & Non-renewal Policies	Random	68,290	116
Active Policies	Random	32,973	116
Complaints	Census	58	58

Total: 1,344 (863 Examiners and 481 Company)

## **A. Claims Not Paid**

### **1. Claims Time Studies**

The examiners requested a sample from the total population of Missouri Private Passenger Auto claims closed without payment during the examination period.

#### **a. Acknowledgment**

Field Size:	12,654
Sample Size:	50
Type of Sample:	Random
Number of Errors:	0

The examiners discovered no issues or concerns.

#### **b. Investigation**

Field Size:	12,654
Sample Size:	50
Type of Sample:	Random
Number of Errors:	0

The examiners discovered no issues or concerns.

#### **c. Determination**

Field Size:	12,654
Sample Size:	50
Type of Sample:	Random
Number of Errors:	0

The examiners discovered no issues or concerns.

### **2. Unfair Settlement and General Handling Practices**

The examiners requested a sample from the total population of Missouri Private Passenger Auto claims closed without payment during the examination period.

Effectuate Prompt, Fair and Equitable Settlements

Field Size:	12,654
Sample Size:	50

Type of Sample: Random  
 Number of Errors: 1  
 Error Ratio: 2.0%  
 Within DIFP Guidelines: Yes

1. The examiners found one instance where the Company failed to promptly pay the insured's car rental bill. The Insured requested a rental car from the Company on 3/18/16 and one was approved for five days. The Company paid the rental bill on 7/11/17. This was 480 calendar days after the request for the rental (\$170.10 plus \$19.39 Interest = \$189.49) and after the Company received the criticism from the examiners.

Survey Type	Claim #	Date of Loss	Company Response
Claims Paid	669371	3/11/2016	Disagreed

Reference: §375.1007(4) RSMo.

## B. Claims Paid

### 1. Claims Time Studies

The examiners requested a sample from the total population of Missouri Private Passenger Auto claims paid during the examination period.

#### a. Acknowledgment

Field Size: 5,286  
 Sample Size: 50  
 Type of Sample: Random  
 Number of Errors: 0

The examiners discovered no issues or concerns.

#### b. Investigation

Field Size: 5,286  
 Sample Size: 50  
 Type of Sample: Random  
 Number of Errors: 2  
 Error Ratio: 4.0%  
 Within DIFP Guidelines: Yes

1. The Company failed to provide reasonable assistance to the insured within 10 working days. The insured notified the Company of an injury on 8/5/2015 but no Medical Payment forms were sent, resulting in an undetermined claim underpayment. The insured had \$500 Medical Payments coverage available in the policy.

Survey Type	Claim #	Date of Loss	Company Response
Claims Paid	6591331	8/4/2015	Agreed

Reference: §375.1007(2) & (3) RSMo & 20 CSR 100-1.030(3).

2. The Company failed to implement reasonable standards as it failed to investigate the subrogation potential of the claim as the insured had a \$500 collision deductible and payment was made for \$8,114. The Company failed to obtain a police report which was released 26 days after the accident.

Survey Type	Claim #	Date of Loss	Company Response
Claims Paid	669371	3/11/2016	Disagreed

Reference: §375.1007(3) RSMo.

#### c. Determination

Field Size: 5,286  
 Sample Size: 50  
 Type of Sample: Random  
 Number of Errors: 0

The examiners discovered no issues or concerns.

## 2. Unfair Settlement and General Handling Practices

The examiners requested a sample from the total population of Missouri Private Passenger Auto claims paid and closed during the examination period.

#### a. Effectuate Prompt, Fair and Equitable Settlements

Field Size: 5,286  
 Sample Size: 50  
 Type of Sample: Random

Number of Errors: 12  
 Error Ratio: 24%  
 Within DIFP Guidelines: No

1. The Company failed to send the insured a written denial letter citing a policy provision, condition or exclusion. The insured requested a rental car and was not sent a letter explaining the policy did not have rental car coverage.

Survey Type	Claim #	Date of Loss	Company Response
Claims Paid	6591432	8/24/2015	Disagreed

Reference: §375.1007(4) & (12) RSMo & 20 CSR 100-1.050(1)(A).

2. The Company failed to effectuate fair and equitable settlements in the following 11 claims. The claimant was not paid for a total loss sales tax nor provided a sales tax affidavit. This was not fair and equitable as one claimant did receive payment or a sales tax affidavit.

#	Survey Type	Claim #	Date Of Loss	Company Disagreed	Tax Affidavit In File
1	CLAIMS PAID	669776	04/30/16	Disagreed	N
2	CLAIMS PAID	659531	04/08/15	Disagreed	N
3	CLAIMS PAID	669185	02/05/16	Disagreed	N
4	CLAIMS PAID	6491066	08/23/14	Disagreed	N
5	CLAIMS PAID	66946	01/12/16	Disagreed	N
6	CLAIMS PAID	669640	04/14/16	Disagreed	N
7	CLAIMS PAID	659718	05/03/15	Disagreed	N

#	Survey Type	Claim #	Date Of Loss	Company Disagreed	Tax Affidavit In File
8	CLAIMS PAID	6491585	12/18/2014	Disagreed	N
9	CLAIMS PAID	649403	4/2/2014	Disagreed	N
10	CLAIMS PAID	6591819	11/3/2015	Disagreed	N
11	CLAIMS PAID	659898	5/30/2015	Disagreed	N
NA	CLAIMS PAID	6591880	11/15/15	NA	Y

Reference: §375.1007(4) RSMo & 20 CSR 100-8.040(3)(B)3.

**b. Unfair Settlement Rate**

Field Size: 5,286  
Sample Size: 50  
Type of Sample: Random  
Number of Errors: 1  
Error Ratio: 2.0%  
Within DIFP Guidelines: Yes

- The Company failed to explain that \$500 medical payments coverage was available to the claimant after being informed of an injury and that treatment was to be sought. This resulted in an undetermined claim underpayment.

Survey Type	Claim #	Date Of Loss	Company Response
Claims Paid	6591331	8/4/2015	Agreed

Reference: §375.1007(1) RSMo & 20 CSR 100-1.020(1)(A).

## C. Medical Payments Claims

### 1. Claims Time Studies

The examiners requested a sample from the total population of Missouri Private Passenger Auto medical payments claims closed during the examination period.

#### a. Acknowledgment

Field Size: 848  
Sample Size: 50  
Type of Sample: Random  
Number of Errors: 0

The examiners discovered no issues or concerns.

#### b. Investigation

Field Size: 848  
Sample Size: 50  
Type of Sample: Random  
Number of Errors: 2  
Error Ratio: 4.0%  
Within DIFP Guidelines: Yes

1. The Company failed to investigate and provide reasonable assistance to the insured and other first party claimants within 10 working days. The Company was notified of injuries to the insured and passengers on 9/23/2014 but no Medical Payment forms were sent, resulting in an undetermined claim underpayment. The insured had \$500 Medical Payments coverage available in the policy.

Survey Type	Claim #	Date Of Loss	Company Response
Medical Payments	6491186	9/22/2014	Disagreed

Reference: §375.1007(2) & (3) RSMo & 20 CSR 100-1.030(3).

2. The Company failed to implement reasonable standards for a claim settlement. The Company evaluated comparative negligence liability at 0% responsibility for the insured. However, the Company settled a bodily injury claim with the insured's passenger contrary to its liability determination and the insured's liability policy language, resulting in a

\$4,900 claim overpayment. The adverse party's liability carrier paid the insured's property damage claim at 100%.

Survey Type	Claim #	Date Of Loss	Company Response
Medical Payments	649468	4/12/2014	Disagreed

Reference: §375.1007(3) RSMo.

c. Determination

Field Size: 848  
 Sample Size: 50  
 Type of Sample: Random  
 Number of Errors: 0

The examiners discovered no issues or concerns.

**2. Unfair Settlement and General Handling Practices**

The examiners requested a sample from the total population of Missouri Private Passenger Auto medical payments claims closed during the examination period.

Effectuate Prompt, Fair and Equitable Settlements

Field Size: 848  
 Sample Size: 50  
 Type of Sample: Random  
 Number of Errors: 5  
 Error Ratio: 10.0%  
 Within DIFP Guidelines: No

1. The Company failed to effectuate fair and equitable settlements in five of the following six claims listed. In the five listed, the claimant was not paid for a total loss sales tax nor provided a sales tax affidavit. This was not fair and equitable as one claimant did receive payment or a sales tax affidavit.

#	Survey Type	Claim #	Date Of Loss	Company Response	Tax Affidavit In File
1	MED PAY	668131	07/10/16	Disagreed	N
2	MED PAY	668129	07/01/16	Disagreed	N

#	Survey Type	Claim #	Date Of Loss	Company Response	Tax Affidavit In File
3	MED PAY	669269	02/22/16	Disagreed	N
4	MED PAY	659896	05/29/15	Disagreed	N
5	MED PAY	659896	05/29/15	Disagreed	N
NA	MED PAY	6491232	10/01/14	NA	Y

Reference: §375.1007(4) RSMo & 20 CSR 100-8.040(3)(B)3.

#### **D. Uninsured Motorist Claims**

##### **1. Claims Time Studies**

The examiners requested a sample from the total population of Missouri Private Passenger Auto uninsured motorist claims closed during the examination period.

##### **a. Acknowledgment**

Field Size: 553  
Sample Size: 50  
Type of Sample: Random  
Number of Errors: 0

The examiners discovered no issues or concerns.

##### **b. Investigation**

Field Size: 553  
Sample Size: 50  
Type of Sample: Random  
Number of Errors: 0

The examiners discovered no issues or concerns.

##### **c. Determination**

Field Size: 553  
Sample Size: 50  
Type of Sample: Random  
Number of Errors: 0

The examiners discovered no issues or concerns.

## 2. Unfair Settlement and General Handling Practices

The examiners requested a sample from the total population of Missouri Private Passenger Auto Uninsured Motorist claims closed during the examination period.

### a. Effectuate Prompt, Fair and Equitable Settlements

Field Size: 553  
 Sample Size: 50  
 Type of Sample: Random  
 Number of Errors: 4  
 Error Ratio: 8%  
 Within DIFP Guidelines: No

1. The Company failed to effectuate fair and equitable settlements in three of the following six claims listed. Of the three listed, the claimant was not paid for a total loss sales tax nor provided a sales tax affidavit. This was not fair and equitable as three claimants did receive payment or a sales tax affidavit. The items identified as "NA" represent those claim files that did contain sales tax affidavits.

#	Survey Type	Claim #	Date Of Loss	Company Disagreed	Tax Affidavit In File
1	UM	669485	03/27/16	Disagreed	N
2	UM	66946	01/12/16	Disagreed	N
3	UM	6591482	09/02/15	Disagreed	N
NA	UM	6591758	10/24/2015	NA	Y
NA	UM	669231	2/15/2016	NA	Y
NA	UM	659848	05/21/15	NA	Y

Reference: §375.1007(4) RSMo & 20 CSR 100-8.040(3)(B)3.

2. The Company failed to effectuate a fair and equitable settlement of a claim in which liability was reasonably clear. The Company paid an incorrect Medical Payments coverage limit of \$1,000 to the claimant when the correct Medical Payments coverage limit was \$500, resulting in a \$500 claim overpayment.

Survey Type	Claim #	Date of Loss	Company Response
Uninsured Motorist	659625	12/25/2014	Agreed

Reference: §375.1007(4) RSMo.

**b. Unfair Settlement Rate**

Field Size: 553  
Sample Size: 50  
Type of Sample: Random  
Number of Errors: 0

The examiners discovered no issues or concerns.

**E. Other Than Collision Claims**

**1. Claims Time Studies**

The examiners requested a sample from the total population of Missouri Private Passenger Auto other than collision claims closed during the examination period.

**a. Acknowledgment**

Field Size: 510  
Sample Size: 105  
Type of Sample: Random  
Number of Errors: 0

The examiners discovered no issues or concerns.

**b. Investigation**

Field Size: 510  
Sample Size: 105  
Type of Sample: Random  
Number of Errors: 0

The examiners discovered no issues or concerns.

**c. Determination**

Field Size: 510  
Sample Size: 105  
Type of Sample: Random  
Number of Errors: 0

The examiners discovered no issues or concerns.

## 2. Unfair Settlement and General Handling Practices

The examiners requested a sample from the total population of Missouri Private Passenger Auto other than collision claims closed during the examination period.

### Effectuate Prompt, Fair and Equitable Settlements

Field Size: 510  
Sample Size: 105  
Type of Sample: Random  
Number of Errors: 8  
Error Ratio: 7.6%  
Within DIFP Guidelines: No

1. The Company failed to effectuate fair and equitable settlements in eight of the following nine claims listed. In the eight listed, the claimant was not paid for a total loss sales tax nor provided a sales tax affidavit. This was not fair and equitable as one claimant did receive payment or a sales tax affidavit.

#	Survey Type	Claim #	Date Of Loss	Company Disagreed	Tax Affidavit In File
1	OTC	668140	08/02/16	Disagreed	N
2	OTC	6591558	09/15/15	Disagreed	N
3	OTC	658175	08/05/15	Disagreed	N
4	OTC	6491414	11/14/14	Disagreed	N
5	OTC	6691683	10/08/16	Disagreed	N
6	OTC	65945	01/12/15	Disagreed	N
7	OTC	6691852	12/06/16	Disagreed	N
8	OTC	6591327	8/3/2015	Disagreed	N
NA	OTC	649521	04/26/14	NA	Y

Reference: §375.1007(4) RSMo & 20 CSR 100-8.040(3)(B)3.

## **F. Collision Claims**

### **1. Claims Time Studies**

The examiners requested a sample from the total population of Missouri Private Passenger Auto collision claims closed during the examination period.

#### **a. Acknowledgment**

Field Size:	1,722
Sample Size:	107
Type of Sample:	Random
Number of Errors:	0

The examiners discovered no issues or concerns.

#### **b. Investigation**

Field Size:	1,722
Sample Size:	107
Type of Sample:	Random
Number of Errors:	0

The examiners discovered no issues or concerns.

#### **c. Determination**

Field Size:	1,722
Sample Size:	107
Type of Sample:	Random
Number of Errors:	0

The examiners discovered no issues or concerns.

## 2. Unfair Settlement and General Handling Practices

The examiners requested a sample from the total population of Missouri Private Passenger Auto collision claims closed during the examination period.

### Effectuate Prompt, Fair and Equitable Settlements

Field Size: 1,722  
 Sample Size: 107  
 Type of Sample: Random  
 Number of Errors: 17  
 Error Ratio: 15.9%  
 Within DIFP Guidelines: No

1. The Company failed to effectuate fair and equitable settlements in 15 of the following 19 claims listed. In the 15 listed, the claimant was not paid for a total loss sales tax nor provided a sales tax affidavit. This was not fair and equitable as four claimants did receive payment or a sales tax affidavit.

#	Survey Type	Claim #	Date Of Loss	Company Disagreed	Tax Affidavit In File
1	COLL	6484	9/26/2014	Disagreed	N
2	COLL	658184	8/17/2015	Disagreed	N
3	COLL	6691276	7/14/2016	Disagreed	N
4	COLL	659264	2/20/2015	Disagreed	N
5	COLL	6491545	12/7/2014	Disagreed	N
6	COLL	6691107	6/15/2016	Disagreed	N
7	COLL	6491530	12/6/2014	Disagreed	N
8	COLL	658226	9/18/2015	Disagreed	N
9	COLL	649342	3/23/2014	Disagreed	N
10	COLL	659233	2/18/2015	Disagreed	N
11	COLL	669955	5/18/2016	Disagreed	N
12	COLL	6591542	9/12/2015	Disagreed	N
13	COLL	6691577	9/14/2016	Disagreed	N
14	COLL	669196	2/9/2016	Disagreed	N
15	COLL	659981	6/12/2015	Disagreed	N
NA	COLL	668185	12/2/2016	NA	Y
NA	COLL	6691234	7/4/2016	NA	Y
NA	COLL	6691748	10/28/2016	NA	Y
NA	COLL	658280	11/10/2015	NA	Y

Reference: §375.1007(4) RSMo & 20 CSR 100-8.040(3)(B)3.

2. The Company failed to effectuate fair and equitable settlement in which liability was reasonably clear. It was determined in the Market Valuation report that the actual cash value of the insured vehicle was \$6,290.47. After applying the correct collision deductible of \$500, the correct payment amount was \$5,790.47. The Company paid \$6,790.47, resulting in a \$1,000 claim overpayment.

Survey Type	Claim #	Date Of Loss	Company Disagreed
COLL	658280	11/10/2015	Agreed

Reference: §375.1007(4) RSMo.

3. The Company failed to effectuate fair and equitable settlement in which liability was reasonably clear in the following claim for two separate reasons. The original Medical Payments Coverage check that was sent was not received or cashed by the insured. It was voided. Another check was requested by the insured, but was not issued by the Company, resulting in a \$500 (\$126.25 interest) claim underpayment. The Company also failed to reimburse the insured the covered towing amount of \$41 (\$13.36 interest) for a total of \$680.61 in claim underpayments and interest.

Survey Type	Claim #	Date Of Loss	Company Response	Paid
COLL	649199	12/15/2014	Agreed	Yes

Reference: §375.1007(4) RSMo.

#### Unfair Settlement Rate

Field Size: 1,722  
 Sample Size: 107  
 Type of Sample: Random  
 Number of Errors: 0

The examiners discovered no issues or concerns.

## G. No Coverage Claims

### 1. Claims Time Studies

The examiners requested a sample from the total population of Missouri Private Passenger Auto no coverage claims closed during the examination period. No coverage claims involved no claims that were paid except adjustment expenses.

#### a. Acknowledgment

Field Size: 4,377  
Sample Size: 108  
Type of Sample: Random  
Number of Errors: 1  
Error Ratio: 0.9%  
Within DIFP Guidelines: Yes

1. The Company failed to respond to the adverse adjuster's correspondence within 10 working days. The Company received the letter on 2/8/16 but failed to respond until 3/24/2016 (45 calendar days).

Survey Type	Claim #	Date of Loss	Company Response
No Coverage	669101	1/9/2016	Agreed

Reference: §375.1007(2) & (3) RSMo & 20 CSR 100-1.030(1).

#### b. Investigation

Field Size: 4,377  
Sample Size: 108  
Type of Sample: Random  
Number of Errors: 0

The examiners discovered no issues or concerns.

#### c. Determination

Field Size: 4,377  
Sample Size: 108  
Type of Sample: Random  
Number of Errors: 0

The examiners discovered no issues or concerns.

## 2. Unfair Settlement and General Handling Practices

The examiners requested a sample from the total population of Missouri Private Passenger Auto no coverage claims closed during the examination period.

### Effectuate Prompt, Fair and Equitable Settlements

Field Size: 4,377  
Sample Size: 108  
Type of Sample: Random  
Number of Errors: 2  
Error Ratio: 1.9%  
Within DIFP Guidelines Yes

1. The Company failed to effectuate fair and equitable settlements in the following claim. The claimant was not paid for a total loss sales tax nor provided a sales tax affidavit. This was not fair and equitable as there were other claimants that did receive payment or were provided a sales tax affidavit as identified in other sections of this report.

Survey Type	Claim #	Date Of Loss	Company Response	Tax Affidavit In File
No Coverage	649184	2/11/2014	Disagreed	N

Reference: §375.1007(4) RSMo & 20 CSR 100-8.040(3)(B)3.

2. The Company failed to effectuate fair and equitable settlement in which liability was reasonably clear. It was determined in the Market Valuation report that the actual cash value of the insured vehicle was \$6,000. After applying the correct collision deductible of \$500, the correct payment amount was \$5,500. The Company paid \$6,000, resulting in a \$500 claim overpayment.

Survey Type	Claim #	Date Of Loss	Company Response
No Coverage	649184	2/11/2014	Disagreed

Reference: §375.1007(4) RSMo.

## **II. UNDERWRITING AND RATING PRACTICES**

This section of the report is designed to provide a review of the Company's underwriting and rating practices. These practices included the use of policy forms, adherence to underwriting guidelines, assessment of premium, and procedures to decline or terminate coverage. Examiners reviewed how the Company handled new and renewal policies to ensure that the Company underwrote and rated risks according to its own underwriting guidelines, filed rates, and to Missouri statutes and regulations.

Because of the time and cost involved in reviewing each policy/underwriting file, the examiners utilized sampling techniques in conducting compliance testing. A policy/underwriting file is reviewed in accordance with 20 CSR 100-8.040 and the NAIC *Market Regulation Handbook*. Error rates are established when testing for compliance with laws that apply a general business practice standard (e.g., §§375.930 – 375.948 and 375.445, RSMo.) and compared with the NAIC benchmark error rate of ten percent (10%). Error rates in excess of the NAIC benchmark error rate are presumed to indicate a general business practice contrary to the law. Errors indicating a failure to comply with laws that do not apply the general business practice standard are separately noted as errors and are not included in the error rates.

The examiners requested the Company's underwriting and rating manuals for the lines of business under review. This included all rates, guidelines and rules that were in effect on the first day of the examination period and at any point during that period to ensure that the examiners could properly rate each policy reviewed.

The examiners also reviewed the Company's procedures, rules and forms filed by or on behalf of the Company with the DIFP. The examiners used a census or randomly selected the files for review from a listing furnished by the Company.

The examiners also requested a written description of significant underwriting and rating changes that occurred during the examination period for underwriting files that were maintained in an electronic format.

An error can include, but is not limited to, any miscalculation of the premium based on the information in the file, an improper acceptance or rejection of an application, the misapplication of the Company's underwriting guidelines, incomplete file information preventing the examiners from readily ascertaining the Company's rating and underwriting practices, and any other activity indicating a failure to comply with Missouri statutes and regulations.

## A. Forms and Filings

The examiners reviewed the Company's rates, policy and contract forms to determine its compliance with filing, approval and content requirements to ensure that the contract language was not ambiguous or misleading and was adequate to protect those insured.

The examiners found that the Company failed to file the Base Rate and Full Coverage Rate used in the following 481 policies resulting in \$213,269 in total undercharges.

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
1	52	████████6787	\$665.00	\$411.00	-\$254.00
2	52	████████5304	\$2,333.00	\$1,405.00	-\$928.00
3	52	████████3249	\$184.00	\$147.00	-\$37.00
4	52	████████5013	\$1,616.00	\$986.00	-\$630.00
5	52	████████7539	\$1,372.00	\$861.00	-\$511.00
6	52	████████2411	\$274.00	\$214.00	-\$60.00
7	52	████████5116	\$343.00	\$332.00	-\$11.00
8	52	████████9553	\$370.00	\$264.00	-\$106.00
9	52	████████8699	\$393.00	\$262.00	-\$131.00
10	52	████████0428	\$444.00	\$299.00	-\$145.00
11	52	████████5507	\$468.00	\$401.00	-\$67.00
12	52	████████0657	\$469.00	\$324.00	-\$145.00
13	52	████████9996	\$449.00	\$304.00	-\$145.00
14	52	████████1729	\$513.00	\$420.00	-\$93.00
15	52	████████3395	\$516.00	\$384.00	-\$132.00
16	52	████████4301	\$523.00	\$359.00	-\$164.00
17	52	████████0006	\$535.00	\$364.00	-\$171.00
18	52	████████5720	\$550.00	\$390.00	-\$160.00
19	52	████████1293	\$1,127.00	\$758.00	-\$369.00
20	52	████████4211	\$585.00	\$390.00	-\$195.00
21	52	████████5127	\$1,502.00	\$943.00	-\$559.00
22	52	████████5580	\$585.00	\$485.00	-\$100.00
23	52	████████7873	\$602.00	\$410.00	-\$192.00
24	52	████████2002	\$607.00	\$392.00	-\$215.00
25	52	████████7509	\$622.00	\$402.00	-\$220.00
26	52	████████1851	\$625.00	\$382.00	-\$243.00
27	52	████████1024	\$630.00	\$528.00	-\$102.00
28	52	████████2515	\$632.00	\$404.00	-\$228.00
29	52	████████2166	\$633.00	\$405.00	-\$228.00
30	52	████████5708	\$638.00	\$424.00	-\$214.00
31	52	████████5294	\$639.00	\$434.00	-\$205.00
32	52	████████8957	\$639.00	\$393.00	-\$246.00
33	52	████████5249	\$644.00	\$470.00	-\$174.00
34	52	████████2069	\$655.00	\$429.00	-\$226.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
35	52	████████7663	\$655.00	\$423.00	-\$232.00
36	52	████████2212	\$665.00	\$652.00	-\$13.00
37	52	████████2977	\$670.00	\$447.00	-\$223.00
38	52	████████4388	\$680.00	\$475.00	-\$205.00
39	52	████████0717	\$682.00	\$474.00	-\$208.00
40	52	████████8455	\$686.00	\$464.00	-\$222.00
41	52	████████7121	\$691.00	\$459.00	-\$232.00
42	52	████████1161	\$695.00	\$346.00	-\$349.00
43	52	████████7459	\$695.00	\$480.00	-\$215.00
44	52	████████5956	\$700.00	\$507.00	-\$193.00
45	52	████████4975	\$703.00	\$459.00	-\$244.00
46	52	████████8147	\$714.00	\$442.00	-\$272.00
47	52	████████8521	\$714.00	\$625.00	-\$89.00
48	52	████████4344	\$727.00	\$448.00	-\$279.00
49	52	████████1204	\$729.00	\$428.00	-\$301.00
50	52	████████1527	\$732.00	\$492.00	-\$240.00
51	52	████████0912	\$765.00	\$502.00	-\$263.00
52	52	████████4417	\$766.00	\$533.00	-\$233.00
53	52	████████8775	\$767.00	\$531.00	-\$236.00
54	52	████████0074	\$772.00	\$487.00	-\$285.00
55	52	████████4134	\$772.00	\$551.00	-\$221.00
56	52	████████9637	\$778.00	\$381.00	-\$397.00
57	52	████████1023	\$783.00	\$573.00	-\$210.00
58	52	████████2089	\$786.00	\$502.00	-\$284.00
59	52	████████1996	\$787.00	\$516.00	-\$271.00
60	52	████████7413	\$793.00	\$515.00	-\$278.00
61	52	████████2356	\$797.00	\$511.00	-\$286.00
62	52	████████9458	\$798.00	\$523.00	-\$275.00
63	52	████████5351	\$799.00	\$404.00	-\$395.00
64	52	████████2013	\$813.00	\$568.00	-\$245.00
65	52	████████0153	\$814.00	\$561.00	-\$253.00
66	52	████████0621	\$820.00	\$531.00	-\$289.00
67	52	████████5570	\$820.00	\$532.00	-\$288.00
68	52	████████4001	\$820.00	\$521.00	-\$299.00
69	52	████████5823	\$822.00	\$611.00	-\$211.00
70	52	████████4089	\$823.00	\$514.00	-\$309.00
71	52	████████8942	\$823.00	\$606.00	-\$217.00
72	52	████████5255	\$827.00	\$607.00	-\$220.00
73	52	████████4109	\$836.00	\$530.00	-\$306.00
74	52	████████9795	\$842.00	\$560.00	-\$282.00
75	52	████████8980	\$845.00	\$529.00	-\$316.00
76	52	████████5412	\$849.00	\$544.00	-\$305.00
77	52	████████5429	\$851.00	\$539.00	-\$312.00
78	52	████████8135	\$852.00	\$564.00	-\$288.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
79	52	████████3089	\$854.00	\$596.00	-\$258.00
80	52	████████7563	\$856.00	\$541.00	-\$315.00
81	52	████████6423	\$857.00	\$544.00	-\$313.00
82	52	████████6836	\$859.00	\$547.00	-\$312.00
83	52	████████4183	\$859.00	\$572.00	-\$287.00
84	52	████████3333	\$860.00	\$556.00	-\$304.00
85	52	████████6645	\$864.00	\$558.00	-\$306.00
86	52	████████5264	\$867.00	\$560.00	-\$307.00
87	52	████████4505	\$869.00	\$548.00	-\$321.00
88	52	████████5545	\$870.00	\$638.00	-\$232.00
89	52	████████8796	\$870.00	\$552.00	-\$318.00
90	52	████████7128	\$873.00	\$566.00	-\$307.00
91	52	████████6459	\$875.00	\$597.00	-\$278.00
92	52	████████5794	\$875.00	\$567.00	-\$308.00
93	52	████████4381	\$879.00	\$567.00	-\$312.00
94	52	████████4026	\$884.00	\$588.00	-\$296.00
95	52	████████7820	\$884.00	\$565.00	-\$319.00
96	52	████████1728	\$884.00	\$674.00	-\$210.00
97	52	████████9750	\$885.00	\$595.00	-\$290.00
98	52	████████0234	\$886.00	\$560.00	-\$326.00
99	52	████████5894	\$890.00	\$561.00	-\$329.00
100	52	████████3666	\$891.00	\$575.00	-\$316.00
101	52	████████2889	\$894.00	\$548.00	-\$346.00
102	52	████████8190	\$895.00	\$655.00	-\$240.00
103	52	████████5837	\$898.00	\$580.00	-\$318.00
104	52	████████3004	\$901.00	\$560.00	-\$341.00
105	52	████████2925	\$901.00	\$556.00	-\$345.00
106	52	████████6424	\$902.00	\$618.00	-\$284.00
107	52	████████5376	\$902.00	\$439.00	-\$463.00
108	52	████████2772	\$905.00	\$577.00	-\$328.00
109	52	████████2419	\$909.00	\$583.00	-\$326.00
110	52	████████4505	\$910.00	\$566.00	-\$344.00
111	52	████████6493	\$910.00	\$809.00	-\$101.00
112	52	████████7864	\$915.00	\$599.00	-\$316.00
113	52	████████8967	\$918.00	\$575.00	-\$343.00
114	52	████████9312	\$920.00	\$575.00	-\$345.00
115	52	████████0017	\$923.00	\$678.00	-\$245.00
116	52	████████4610	\$927.00	\$605.00	-\$322.00
117	52	████████9390	\$928.00	\$601.00	-\$327.00
118	52	████████0486	\$930.00	\$669.00	-\$261.00
119	52	████████1032	\$932.00	\$622.00	-\$310.00
120	52	████████5290	\$933.00	\$759.00	-\$174.00
121	52	████████6474	\$934.00	\$629.00	-\$305.00
122	52	████████6744	\$935.00	\$581.00	-\$354.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
123	52	████████7672	\$936.00	\$603.00	-\$333.00
124	52	████████8150	\$938.00	\$617.00	-\$321.00
125	52	████████428	\$938.00	\$600.00	-\$338.00
126	52	████████0665	\$941.00	\$597.00	-\$344.00
127	52	████████5462	\$950.00	\$593.00	-\$357.00
128	52	████████8899	\$950.00	\$669.00	-\$281.00
129	52	████████7145	\$951.00	\$643.00	-\$308.00
130	52	████████7068	\$951.00	\$602.00	-\$349.00
131	52	████████8572	\$953.00	\$620.00	-\$333.00
132	52	████████1005	\$954.00	\$665.00	-\$289.00
133	52	████████5786	\$960.00	\$633.00	-\$327.00
134	52	████████5892	\$961.00	\$628.00	-\$333.00
135	52	████████2532	\$962.00	\$647.00	-\$315.00
136	52	████████8519	\$965.00	\$613.00	-\$352.00
137	52	████████7810	\$966.00	\$638.00	-\$328.00
138	52	████████7160	\$967.00	\$655.00	-\$312.00
139	52	████████2996	\$968.00	\$664.00	-\$304.00
140	52	████████5064	\$968.00	\$626.00	-\$342.00
141	52	████████8150	\$973.00	\$731.00	-\$242.00
142	52	████████8695	\$979.00	\$633.00	-\$346.00
143	52	████████4611	\$981.00	\$630.00	-\$351.00
144	52	████████1802	\$981.00	\$721.00	-\$260.00
145	52	████████4894	\$986.00	\$633.00	-\$353.00
146	52	████████2564	\$987.00	\$646.00	-\$341.00
147	52	████████9795	\$988.00	\$625.00	-\$363.00
148	52	████████8839	\$989.00	\$646.00	-\$343.00
149	52	████████7068	\$990.00	\$655.00	-\$335.00
150	52	████████5451	\$991.00	\$607.00	-\$384.00
151	52	████████5609	\$995.00	\$614.00	-\$381.00
152	52	████████7928	\$997.00	\$746.00	-\$251.00
153	52	████████8944	\$998.00	\$710.00	-\$288.00
154	52	████████9175	\$999.00	\$758.00	-\$241.00
155	52	████████9545	\$1,002.00	\$634.00	-\$368.00
156	52	████████5288	\$1,003.00	\$678.00	-\$325.00
157	52	████████8296	\$1,003.00	\$622.00	-\$381.00
158	52	████████0552	\$1,005.00	\$623.00	-\$382.00
159	52	████████7187	\$1,006.00	\$709.00	-\$297.00
160	52	████████9119	\$1,008.00	\$634.00	-\$374.00
161	52	████████4403	\$1,012.00	\$634.00	-\$378.00
162	52	████████9244	\$1,014.00	\$639.00	-\$375.00
163	52	████████5443	\$1,015.00	\$656.00	-\$359.00
164	52	████████5800	\$1,017.00	\$614.00	-\$403.00
165	52	████████7812	\$1,018.00	\$650.00	-\$368.00
166	52	████████2579	\$1,019.00	\$649.00	-\$370.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
167	52	██████7279	\$1,023.00	\$814.00	-\$209.00
168	52	██████8560	\$1,024.00	\$650.00	-\$374.00
169	52	██████5860	\$1,025.00	\$714.00	-\$311.00
170	52	██████9980	\$1,025.00	\$652.00	-\$373.00
171	52	██████8109	\$1,029.00	\$688.00	-\$341.00
172	52	██████7785	\$1,032.00	\$649.00	-\$383.00
173	52	██████5283	\$1,033.00	\$724.00	-\$309.00
174	52	██████2006	\$1,040.00	\$639.00	-\$401.00
175	52	██████5587	\$1,045.00	\$647.00	-\$398.00
176	52	██████1801	\$1,045.00	\$646.00	-\$399.00
177	52	██████9424	\$1,051.00	\$746.00	-\$305.00
178	52	██████5851	\$1,052.00	\$671.00	-\$381.00
179	52	██████8540	\$1,056.00	\$680.00	-\$376.00
180	52	██████1212	\$1,056.00	\$770.00	-\$286.00
181	52	██████9450	\$1,058.00	\$696.00	-\$362.00
182	52	██████2282	\$1,059.00	\$675.00	-\$384.00
183	52	██████0313	\$1,060.00	\$655.00	-\$405.00
184	52	██████5658	\$1,060.00	\$649.00	-\$411.00
185	52	██████2662	\$1,062.00	\$698.00	-\$364.00
186	52	██████9205	\$1,064.00	\$666.00	-\$398.00
187	52	██████9748	\$1,066.00	\$723.00	-\$343.00
188	52	██████5144	\$1,066.00	\$757.00	-\$309.00
189	52	██████4621	\$1,067.00	\$700.00	-\$367.00
190	52	██████0677	\$1,070.00	\$785.00	-\$285.00
191	52	██████5130	\$1,071.00	\$711.00	-\$360.00
192	52	██████2607	\$1,074.00	\$707.00	-\$367.00
193	52	██████1586	\$1,074.00	\$657.00	-\$417.00
194	52	██████1668	\$1,077.00	\$756.00	-\$321.00
195	52	██████8799	\$1,079.00	\$710.00	-\$369.00
196	52	██████5770	\$1,081.00	\$747.00	-\$334.00
197	52	██████8168	\$1,082.00	\$696.00	-\$386.00
198	52	██████2576	\$1,088.00	\$697.00	-\$391.00
199	52	██████1044	\$1,090.00	\$774.00	-\$316.00
200	52	██████7964	\$1,090.00	\$609.00	-\$481.00
201	52	██████5413	\$1,090.00	\$801.00	-\$289.00
202	52	██████4139	\$1,092.00	\$704.00	-\$388.00
203	52	██████8577	\$1,093.00	\$513.00	-\$580.00
204	52	██████0802	\$1,094.00	\$744.00	-\$350.00
205	52	██████1682	\$1,095.00	\$820.00	-\$275.00
206	52	██████8828	\$1,096.00	\$781.00	-\$315.00
207	52	██████8054	\$1,097.00	\$530.00	-\$567.00
208	52	██████0666	\$1,100.00	\$674.00	-\$426.00
209	52	██████8963	\$1,102.00	\$731.00	-\$371.00
210	52	██████9631	\$1,102.00	\$721.00	-\$381.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
211	52	████████4397	\$1,102.00	\$717.00	-\$385.00
212	52	████████2317	\$1,104.00	\$686.00	-\$418.00
213	52	████████7838	\$1,105.00	\$696.00	-\$409.00
214	52	████████9514	\$1,105.00	\$712.00	-\$393.00
215	52	████████7051	\$1,106.00	\$715.00	-\$391.00
216	52	████████6605	\$1,107.00	\$808.00	-\$299.00
217	52	████████8319	\$1,112.00	\$741.00	-\$371.00
218	52	████████9177	\$1,114.00	\$707.00	-\$407.00
219	52	████████4914	\$1,115.00	\$696.00	-\$419.00
220	52	████████8343	\$1,121.00	\$705.00	-\$416.00
221	52	████████4157	\$1,121.00	\$712.00	-\$409.00
222	52	████████1451	\$1,125.00	\$698.00	-\$427.00
223	52	████████8299	\$1,130.00	\$804.00	-\$326.00
224	52	████████0940	\$1,136.00	\$698.00	-\$438.00
225	52	████████2040	\$1,137.00	\$712.00	-\$425.00
226	52	████████7386	\$1,137.00	\$626.00	-\$511.00
227	52	████████9587	\$1,146.00	\$721.00	-\$425.00
228	52	████████9713	\$1,148.00	\$688.00	-\$460.00
229	52	████████6461	\$1,150.00	\$697.00	-\$453.00
230	52	████████0704	\$1,154.00	\$796.00	-\$358.00
231	52	████████6247	\$1,154.00	\$830.00	-\$324.00
232	52	████████0888	\$1,157.00	\$558.00	-\$599.00
233	52	████████6134	\$1,163.00	\$830.00	-\$333.00
234	52	████████4584	\$1,164.00	\$724.00	-\$440.00
235	52	████████6509	\$1,165.00	\$737.00	-\$428.00
236	52	████████6792	\$1,165.00	\$818.00	-\$347.00
237	52	████████0013	\$1,167.00	\$732.00	-\$435.00
238	52	████████1111	\$1,167.00	\$811.00	-\$356.00
239	52	████████6423	\$1,170.00	\$725.00	-\$445.00
240	52	████████0309	\$1,175.00	\$715.00	-\$460.00
241	52	████████8753	\$1,175.00	\$755.00	-\$420.00
242	52	████████8200	\$1,178.00	\$746.00	-\$432.00
243	52	████████6097	\$1,179.00	\$791.00	-\$388.00
244	52	████████2076	\$1,179.00	\$779.00	-\$400.00
245	52	████████4571	\$1,180.00	\$541.00	-\$639.00
246	52	████████8879	\$1,183.00	\$788.00	-\$395.00
247	52	████████4732	\$1,187.00	\$833.00	-\$354.00
248	52	████████7296	\$1,189.00	\$720.00	-\$469.00
249	52	████████8641	\$1,189.00	\$782.00	-\$407.00
250	52	████████1042	\$1,190.00	\$767.00	-\$423.00
251	52	████████1147	\$1,190.00	\$721.00	-\$469.00
252	52	████████1316	\$1,195.00	\$748.00	-\$447.00
253	52	████████2747	\$1,197.00	\$560.00	-\$637.00
254	52	████████5251	\$1,198.00	\$590.00	-\$608.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
255	52	██████0208	\$1,199.00	\$801.00	-\$398.00
256	52	██████7577	\$1,202.00	\$770.00	-\$432.00
257	52	██████0155	\$1,205.00	\$723.00	-\$482.00
258	52	██████0874	\$1,205.00	\$794.00	-\$411.00
259	52	██████8477	\$1,206.00	\$603.00	-\$603.00
260	52	██████8803	\$1,207.00	\$765.00	-\$442.00
261	52	██████6050	\$1,210.00	\$960.00	-\$250.00
262	52	██████1170	\$1,211.00	\$866.00	-\$345.00
263	52	██████2310	\$1,216.00	\$882.00	-\$334.00
264	52	██████0014	\$1,224.00	\$780.00	-\$444.00
265	52	██████7502	\$1,224.00	\$806.00	-\$418.00
266	52	██████0744	\$1,225.00	\$734.00	-\$491.00
267	52	██████9356	\$1,226.00	\$944.00	-\$282.00
268	52	██████5836	\$1,230.00	\$790.00	-\$440.00
269	52	██████2377	\$1,231.00	\$845.00	-\$386.00
270	52	██████8888	\$1,234.00	\$762.00	-\$472.00
271	52	██████4774	\$1,239.00	\$799.00	-\$440.00
272	52	██████5795	\$1,245.00	\$763.00	-\$482.00
273	52	██████9532	\$1,245.00	\$920.00	-\$325.00
274	52	██████3105	\$1,248.00	\$812.00	-\$436.00
275	52	██████1600	\$1,257.00	\$922.00	-\$335.00
276	52	██████5832	\$1,260.00	\$814.00	-\$446.00
277	52	██████7653	\$1,263.00	\$776.00	-\$487.00
278	52	██████2161	\$1,263.00	\$785.00	-\$478.00
279	52	██████8408	\$1,264.00	\$836.00	-\$428.00
280	52	██████7840	\$1,266.00	\$792.00	-\$474.00
281	52	██████9661	\$1,267.00	\$751.00	-\$516.00
282	52	██████2224	\$1,268.00	\$782.00	-\$486.00
283	52	██████4772	\$1,270.00	\$913.00	-\$357.00
284	52	██████2694	\$1,271.00	\$855.00	-\$416.00
285	52	██████4703	\$1,272.00	\$779.00	-\$493.00
286	52	██████5379	\$1,273.00	\$840.00	-\$433.00
287	52	██████8112	\$1,274.00	\$785.00	-\$489.00
288	52	██████1849	\$1,276.00	\$827.00	-\$449.00
289	52	██████7476	\$1,278.00	\$985.00	-\$293.00
290	52	██████5940	\$1,283.00	\$930.00	-\$353.00
291	52	██████4300	\$1,292.00	\$842.00	-\$450.00
292	52	██████8997	\$1,299.00	\$894.00	-\$405.00
293	52	██████9264	\$1,299.00	\$864.00	-\$435.00
294	52	██████4948	\$1,300.00	\$905.00	-\$395.00
295	52	██████4119	\$1,306.00	\$838.00	-\$468.00
296	52	██████8973	\$1,315.00	\$788.00	-\$527.00
297	52	██████0489	\$1,315.00	\$783.00	-\$532.00
298	52	██████8415	\$1,316.00	\$808.00	-\$508.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
299	52	0425	\$1,324.00	\$829.00	-\$495.00
300	52	1183	\$1,324.00	\$877.00	-\$447.00
301	52	1384	\$1,334.00	\$830.00	-\$504.00
302	52	5685	\$1,335.00	\$942.00	-\$393.00
303	52	1618	\$1,340.00	\$856.00	-\$484.00
304	52	3168	\$1,344.00	\$798.00	-\$546.00
305	52	5889	\$1,344.00	\$826.00	-\$518.00
306	52	3998	\$1,346.00	\$866.00	-\$480.00
307	52	7621	\$1,347.00	\$827.00	-\$520.00
308	52	2741	\$1,349.00	\$942.00	-\$407.00
309	52	3787	\$1,354.00	\$878.00	-\$476.00
310	52	1651	\$1,355.00	\$866.00	-\$489.00
311	52	0269	\$1,361.00	\$914.00	-\$447.00
312	52	1262	\$1,362.00	\$665.00	-\$697.00
313	52	4225	\$1,364.00	\$646.00	-\$718.00
314	52	9599	\$1,364.00	\$843.00	-\$521.00
315	52	2400	\$1,364.00	\$917.00	-\$447.00
316	52	4076	\$1,370.00	\$983.00	-\$387.00
317	52	9222	\$1,374.00	\$955.00	-\$419.00
318	52	4216	\$1,374.00	\$889.00	-\$485.00
319	52	5852	\$1,379.00	\$661.00	-\$718.00
320	52	4634	\$1,379.00	\$905.00	-\$474.00
321	52	3901	\$1,381.00	\$861.00	-\$520.00
322	52	3914	\$1,386.00	\$991.00	-\$395.00
323	52	0460	\$1,387.00	\$898.00	-\$489.00
324	52	5788	\$1,397.00	\$682.00	-\$715.00
325	52	1578	\$1,398.00	\$870.00	-\$528.00
326	52	9452	\$1,401.00	\$669.00	-\$732.00
327	52	3855	\$1,402.00	\$914.00	-\$488.00
328	52	1102	\$1,402.00	\$859.00	-\$543.00
329	52	3550	\$1,404.00	\$936.00	-\$468.00
330	52	3537	\$1,408.00	\$890.00	-\$518.00
331	52	5821	\$1,412.00	\$974.00	-\$438.00
332	52	3242	\$1,414.00	\$681.00	-\$733.00
333	52	4221	\$1,415.00	\$876.00	-\$539.00
334	52	2275	\$1,417.00	\$858.00	-\$559.00
335	52	3815	\$1,418.00	\$918.00	-\$500.00
336	52	5300	\$1,423.00	\$908.00	-\$515.00
337	52	1112	\$1,425.00	\$848.00	-\$577.00
338	52	5576	\$1,427.00	\$650.00	-\$777.00
339	52	4583	\$1,428.00	\$996.00	-\$432.00
340	52	6101	\$1,429.00	\$952.00	-\$477.00
341	52	5644	\$1,429.00	\$870.00	-\$559.00
342	52	5792	\$1,436.00	\$906.00	-\$530.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
343	52	████████4418	\$1,445.00	\$923.00	-\$522.00
344	52	████████6697	\$1,447.00	\$1,068.00	-\$379.00
345	52	████████2507	\$1,448.00	\$955.00	-\$493.00
346	52	████████8946	\$1,455.00	\$1,069.00	-\$386.00
347	52	████████8301	\$1,458.00	\$1,103.00	-\$355.00
348	52	████████4412	\$1,468.00	\$886.00	-\$582.00
349	52	████████8403	\$1,475.00	\$701.00	-\$774.00
350	52	████████1002	\$1,481.00	\$667.00	-\$814.00
351	52	████████1200	\$1,484.00	\$1,005.00	-\$479.00
352	52	████████7381	\$1,488.00	\$900.00	-\$588.00
353	52	████████8594	\$1,488.00	\$904.00	-\$584.00
354	52	████████8986	\$1,488.00	\$1,050.00	-\$438.00
355	52	████████5197	\$1,489.00	\$1,022.00	-\$467.00
356	52	████████7972	\$1,494.00	\$833.00	-\$661.00
357	52	████████5105	\$1,504.00	\$928.00	-\$576.00
358	52	████████6882	\$1,510.00	\$986.00	-\$524.00
359	52	████████8647	\$1,511.00	\$1,008.00	-\$503.00
360	52	████████5029	\$1,513.00	\$954.00	-\$559.00
361	52	████████5291	\$1,516.00	\$976.00	-\$540.00
362	52	████████5992	\$1,518.00	\$972.00	-\$546.00
363	52	████████1775	\$1,519.00	\$936.00	-\$583.00
364	52	████████9641	\$1,519.00	\$1,072.00	-\$447.00
365	52	████████9554	\$1,520.00	\$946.00	-\$574.00
366	52	████████2381	\$1,521.00	\$1,086.00	-\$435.00
367	52	████████9212	\$1,525.00	\$998.00	-\$527.00
368	52	████████8333	\$1,528.00	\$1,021.00	-\$507.00
369	52	████████0108	\$1,528.00	\$1,026.00	-\$502.00
370	52	████████9049	\$1,531.00	\$957.00	-\$574.00
371	52	████████2380	\$1,537.00	\$925.00	-\$612.00
372	52	████████0784	\$1,544.00	\$843.00	-\$701.00
373	52	████████9701	\$1,545.00	\$968.00	-\$577.00
374	52	████████9730	\$1,546.00	\$942.00	-\$604.00
375	52	████████5029	\$1,547.00	\$1,066.00	-\$481.00
376	52	████████8875	\$1,549.00	\$1,108.00	-\$441.00
377	52	████████8859	\$1,551.00	\$1,082.00	-\$469.00
378	52	████████8815	\$1,552.00	\$1,059.00	-\$493.00
379	52	████████7824	\$1,553.00	\$971.00	-\$582.00
380	52	████████7783	\$1,555.00	\$1,143.00	-\$412.00
381	52	████████6309	\$1,560.00	\$984.00	-\$576.00
382	52	████████9399	\$1,562.00	\$970.00	-\$592.00
383	52	████████8574	\$1,563.00	\$686.00	-\$877.00
384	52	████████9474	\$1,570.00	\$962.00	-\$608.00
385	52	████████5836	\$1,572.00	\$1,001.00	-\$571.00
386	52	████████4033	\$1,573.00	\$958.00	-\$615.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
387	52	██████8766	\$1,578.00	\$1,137.00	-\$441.00
388	52	██████9652	\$1,578.00	\$1,003.00	-\$575.00
389	52	██████1503	\$1,587.00	\$997.00	-\$590.00
390	52	██████6978	\$1,590.00	\$1,009.00	-\$581.00
391	52	██████6776	\$1,594.00	\$981.00	-\$613.00
392	52	██████9800	\$1,605.00	\$745.00	-\$860.00
393	52	██████3260	\$1,611.00	\$1,010.00	-\$601.00
394	52	██████2217	\$1,622.00	\$759.00	-\$863.00
395	52	██████4110	\$1,629.00	\$1,132.00	-\$497.00
396	52	██████7984	\$1,630.00	\$966.00	-\$664.00
397	52	██████3386	\$1,640.00	\$976.00	-\$664.00
398	52	██████8628	\$1,641.00	\$985.00	-\$656.00
399	52	██████1889	\$1,647.00	\$1,036.00	-\$611.00
400	52	██████0873	\$1,651.00	\$1,091.00	-\$560.00
401	52	██████9792	\$1,652.00	\$1,047.00	-\$605.00
402	52	██████0439	\$1,652.00	\$1,201.00	-\$451.00
403	52	██████3568	\$1,654.00	\$1,150.00	-\$504.00
404	52	██████6715	\$1,658.00	\$1,140.00	-\$518.00
405	52	██████5362	\$1,661.00	\$1,192.00	-\$469.00
406	52	██████1566	\$1,668.00	\$1,048.00	-\$620.00
407	52	██████6940	\$1,670.00	\$1,028.00	-\$642.00
408	52	██████9020	\$1,674.00	\$1,042.00	-\$632.00
409	52	██████3109	\$1,681.00	\$1,026.00	-\$655.00
410	52	██████8350	\$1,683.00	\$1,134.00	-\$549.00
411	52	██████6549	\$1,683.00	\$766.00	-\$917.00
412	52	██████9026	\$1,689.00	\$1,074.00	-\$615.00
413	52	██████0374	\$1,699.00	\$841.00	-\$858.00
414	52	██████3770	\$1,701.00	\$1,232.00	-\$469.00
415	52	██████1676	\$1,702.00	\$1,078.00	-\$624.00
416	52	██████7818	\$1,706.00	\$1,190.00	-\$516.00
417	52	██████7348	\$1,708.00	\$1,141.00	-\$567.00
418	52	██████3372	\$1,709.00	\$1,097.00	-\$612.00
419	52	██████9479	\$1,721.00	\$1,384.00	-\$337.00
420	52	██████5852	\$1,729.00	\$1,135.00	-\$594.00
421	52	██████9181	\$1,733.00	\$1,183.00	-\$550.00
422	52	██████8970	\$1,738.00	\$1,211.00	-\$527.00
423	52	██████6129	\$1,739.00	\$1,217.00	-\$522.00
424	52	██████6903	\$1,745.00	\$1,399.00	-\$346.00
425	52	██████7032	\$1,763.00	\$1,204.00	-\$559.00
426	52	██████6065	\$1,781.00	\$845.00	-\$936.00
427	52	██████3348	\$1,783.00	\$1,298.00	-\$485.00
428	52	██████0849	\$1,799.00	\$1,135.00	-\$664.00
429	52	██████8962	\$1,801.00	\$1,166.00	-\$635.00
430	52	██████0532	\$1,806.00	\$1,220.00	-\$586.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
431	52	██████0736	\$1,810.00	\$802.00	-\$1,008.00
432	52	██████9223	\$1,812.00	\$1,335.00	-\$477.00
433	52	██████2293	\$1,816.00	\$1,185.00	-\$631.00
434	52	██████3757	\$1,823.00	\$1,244.00	-\$579.00
435	52	██████2945	\$1,831.00	\$1,147.00	-\$684.00
436	52	██████4691	\$1,835.00	\$1,380.00	-\$455.00
437	52	██████8399	\$1,844.00	\$839.00	-\$1,005.00
438	52	██████8959	\$1,884.00	\$1,313.00	-\$571.00
439	52	██████5501	\$1,903.00	\$1,391.00	-\$512.00
440	52	██████9234	\$1,943.00	\$960.00	-\$983.00
441	52	██████8550	\$1,954.00	\$1,350.00	-\$604.00
442	52	██████1412	\$1,956.00	\$1,213.00	-\$743.00
443	52	██████9251	\$1,966.00	\$922.00	-\$1,044.00
444	52	██████4707	\$1,968.00	\$1,275.00	-\$693.00
445	52	██████5120	\$1,971.00	\$1,265.00	-\$706.00
446	52	██████6615	\$1,975.00	\$1,403.00	-\$572.00
447	52	██████6652	\$1,986.00	\$1,226.00	-\$760.00
448	52	██████2047	\$1,989.00	\$1,336.00	-\$653.00
449	52	██████0835	\$1,996.00	\$1,298.00	-\$698.00
450	52	██████7817	\$2,011.00	\$1,477.00	-\$534.00
451	52	██████5082	\$2,024.00	\$1,333.00	-\$691.00
452	52	██████0337	\$2,042.00	\$1,483.00	-\$559.00
453	52	██████9831	\$2,050.00	\$1,437.00	-\$613.00
454	52	██████0264	\$2,053.00	\$1,458.00	-\$595.00
455	52	██████0761	\$2,054.00	\$1,280.00	-\$774.00
456	52	██████7287	\$2,068.00	\$1,328.00	-\$740.00
457	52	██████1512	\$2,106.00	\$1,392.00	-\$714.00
458	52	██████2806	\$2,113.00	\$1,365.00	-\$748.00
459	52	██████5562	\$2,162.00	\$1,429.00	-\$733.00
460	52	██████8938	\$2,188.00	\$1,397.00	-\$791.00
461	52	██████4304	\$2,195.00	\$1,714.00	-\$481.00
462	52	██████9824	\$2,209.00	\$1,439.00	-\$770.00
463	52	██████9109	\$2,260.00	\$1,492.00	-\$768.00
464	52	██████5775	\$2,285.00	\$1,595.00	-\$690.00
465	52	██████3393	\$2,286.00	\$1,389.00	-\$897.00
466	52	██████1431	\$2,335.00	\$1,855.00	-\$480.00
467	52	██████1808	\$2,335.00	\$1,048.00	-\$1,287.00
468	52	██████6770	\$2,407.00	\$1,769.00	-\$638.00
469	52	██████9838	\$2,426.00	\$1,730.00	-\$696.00
470	52	██████7614	\$2,453.00	\$1,543.00	-\$910.00
471	52	██████1867	\$2,455.00	\$1,601.00	-\$854.00
472	52	██████9027	\$2,473.00	\$1,572.00	-\$901.00
473	52	██████5267	\$2,525.00	\$1,640.00	-\$885.00
474	52	██████0057	\$2,574.00	\$1,834.00	-\$740.00

Number	Company #	Policy #	Correct Premium	Issued Premium	Difference
475	52	██████1014	\$2,663.00	\$1,724.00	-\$939.00
476	52	██████6891	\$2,677.00	\$1,704.00	-\$973.00
477	52	██████1850	\$2,683.00	\$1,691.00	-\$992.00
478	52	██████6853	\$2,795.00	\$1,795.00	-\$1,000.00
479	52	██████7590	\$2,828.00	\$1,810.00	-\$1,018.00
480	52	██████8994	\$3,067.00	\$2,043.00	-\$1,024.00
481	52	██████1905	\$3,283.00	\$2,244.00	-\$1,039.00

Reference: §379.321 RSMo.

### B. Insurer Initiated Non Renewed Policies

The examiners requested a census from the total population of private passenger automobile policies that were cancelled/non-renewed by the Company due to claims history or based on the Company's eligibility criteria during the examination period.

The following are the results of the reviews:

Field Size: 53  
Sample Size: 53  
Type of Sample: Census  
Number of Errors: 0  
Error Ratio: 0.0%

The examiners discovered no issues or concerns.

### C. Insured Initiated Non Renewals or Cancellations

The examiners requested a sample from the total population of private passenger automobile policies that were cancelled at the insured's request or for nonpayment of premium by the insured during the examination period.

The following are the results of the reviews:

Field Size: 68,290  
Sample Size: 116  
Type of Sample: Random  
Number of Errors: 0  
Error Ratio: 0.0%

The examiners discovered no issues or concerns.

#### D. Active Policies

The examiners requested a sample from the total population of all private passenger automobile policies written in the state of Missouri and active during the examination period.

The following are the results of the reviews:

Field Size:	32,973
Sample Size:	50
Type of Sample:	Random
Number of Errors	1
Error Ratio:	2.0%
Within DIFP Guidelines	Yes

3. The examiners found one instance where the Company failed to rate the policy correctly. The Company used driver classification MF47 (Married Female 47) when the correct classification should have been MM47 (Married Male 47), resulting in a \$22 premium undercharge.

Survey Type	Policy #	Eff. Date	Company Response
Underwriting Active Policies	████████5935	5/17/2016	Agreed

Reference: §379.321 RSMo.

### III. COMPLAINTS

This section of the report is designed to provide a review of the Company's complaint handling practices. Examiners reviewed how the Company handled complaints to ensure it was performing according to its own guidelines and Missouri statutes and regulations.

Section 375.936(3), RSMo, requires companies to maintain a registry of all written complaints received during the scope of the examination. The registry must include all Missouri complaints, including those sent to the DIFP and those sent directly to the Company.

The examiners verified the Company's complaint registry, dated January 1, 2014, to December 31, 2016. The registry contained a total of 58 complaints. The examiners reviewed all 58.

**A. Complaints Sent Directly to the DIFP**

The review consisted of a review of the nature of each complaint, the disposition of the complaint and the time taken to process the complaint as required by §375.936(3), RSMo, and 20 CSR 100-8.040(3)(D).

The examiners discovered no issues or concerns.

**B. Complaints Sent Directly to the Company**

The examiners requested copies of the Company's complaint files regarding complaints that were sent directly to the Company.

The examiners discovered no issues or concerns.

**IV. CRITICISMS AND FORMAL REQUESTS TIME STUDY**

This study is based upon the time required by the Company to provide the examiners with the requested material or to respond to criticisms. Missouri law requires companies to respond to criticisms and formal requests within 10 calendar days. Please note that in the event an extension was requested by the Company and granted by the examiners, the response was deemed timely if it was received within the time frame granted by the examiners. If the response was not received within that time period, the response was not considered timely. The examiners discovered no issues or concerns.

**A. Criticism Time Study**

<b>Calendar Days</b>	<b>Number of Criticisms</b>	<b>Percentage</b>
Received within the time limit including any extensions	22	100.0%
Received outside time limit including any extensions	0	0.0%
No response	0	0.0%
Total	22	100.0%

Reference: §374.205.2(2), RSMo and 20 CSR 100-8.040.

**B. Formal Request Time Study**

<b>Calendar Days</b>	<b>Number of Formal Requests</b>	<b>Percentage</b>
Received within the time limit including any extensions	6	100.0%
Received outside time limit including any extensions	0	0.0%
No response	0	0.0%
Total	6	100.0%

Reference: §374.205.2(2), RSMo and 20 CSR 100-8.040.

**EXAMINATION REPORT SUBMISSION**

Attached hereto is the Division of Insurance Market Regulation's Final Report of the examination of Young America Insurance Company (NAIC #27090), Examination Number 1612-72-TGT. This examination was conducted by Scott B. Pendleton, Dale Hobart, Dennis Foley, and Jon Meyer. The findings in the Final Report were extracted from the Market Conduct Examiner's Draft Report, dated September 26, 2018. Any changes from the text of the Market Conduct Examiner's Draft Report reflected in this Final Report were made by the Chief Market Conduct Examiner or with the Chief Market Conduct Examiner's approval. This Final Report has been reviewed and approved by the undersigned.

5/10/2019  
Date

Stewart Freilich  
Stewart Freilich  
Chief Market Conduct Examiner