

BEFORE THE INSURANCE COMMISSIONER OF THE
STATE OF OKLAHOMA

FILED
MAR 17 2014
INSURANCE COMMISSIONER
OKLAHOMA

STATE OF OKLAHOMA, ex rel. JOHN D.
DOAK, Insurance Commissioner,

Petitioner,

vs.

GUIDEONE INSURANCE COMPANY, a
licensed insurer in the State of Oklahoma,

Respondent.

Case No. 14-0128-DIS

**CONDITIONAL ADMINISTRATIVE ORDER
AND NOTICE OF RIGHT TO BE HEARD**

COMES NOW the State of Oklahoma, ex rel., John D. Doak, Insurance Commissioner,
by and through counsel, and alleges and states as follows:

JURISDICTION

1. John D. Doak is the Insurance Commissioner of the State of Oklahoma and as such is charged with the duty of administering and enforcing all provisions of the Oklahoma Insurance Code. 36 O.S. §§ 101 et seq.

2. Respondent Guideone Insurance Company (“Respondent”) is a licensed foreign property and casualty insurer in the State of Oklahoma holding license number 6799 and NAIC number 42331. Its statutory address is 1111 Ashworth Road, West Des Moines, IA 50265.

ALLEGATIONS OF FACT

1. On or about November 4, 2013, claimant Firewolf Jeffries sent Respondent a proof of loss via email. Jeffries received an email response from Respondent on November 6, 2013, indicating that the proof of loss was received. Jeffries also sent the proof of loss via

certified mail and the return receipt indicated that the proof of loss was received on November 12, 2013 (Exhibit "A").

2. Jeffries complained to the Oklahoma Insurance Department on December 29, 2013, that Respondent had failed to respond to him.

3. Consumer Assistance Analyst, Jessica Nunez, mailed a letter of inquiry regarding Jeffries complaint to Respondent on December 31, 2013.

4. Adjuster Tina Scroggins responded to Jeffries on January 6, 2014.

5. Katina Boswell, Property Claims Supervisor, responded to Nunez on January 15, 2014, stating that Tina Scroggins response to Jeffries on January 6, 2014, was untimely.

CONCLUSIONS OF LAW

1. Every insurer, upon receipt of any pertinent written communication including but not limited to email or other forms of written electronic communication, or documentation by the insurer of a verbal communication from a claimant which reasonably suggests that a response is expected, shall, within thirty (30) days after receipt thereof, furnish the claimant with an adequate response to the communication. 36 O.S. § 1250.4(C).

2. Within forty-five days (45) days after receipt by a property and casualty insurer of properly executed proofs of loss, the first party claimant shall be advised of the acceptance or denial of the claim by the insured, or if further investigation is necessary. 36 O.S. § 1250.7(A).

3. Respondent has violated 36 O.S. § 1250.4(C) by failing to furnish a response to Jeffries proof of loss within thirty (30) days.

4. Respondent has violated 36 O.S. § 1250.7(A) by failing to advise Jeffries of the acceptance or denial of his claim, or that further investigation would be necessary within forty-five (45) days after receipt of Jeffries proof of loss.

ORDER

IT IS THEREFORE ORDERED that Respondent is fined in the amount of Five Hundred Dollars (\$500.00). The fine is to be submitted to the Oklahoma Insurance Department within thirty (30) days of the date of this Order.


Respondent is further notified that it may request a hearing within thirty (30) days of the receipt of this Order and upon such request a hearing shall be conducted before an independent hearing examiner. A request for hearing shall be made in writing to Julie Meaders, Deputy General Counsel, Oklahoma Insurance Department, Legal Division, 3625 NW 56th Suite 100, Oklahoma City, Oklahoma 73112, and shall state the basis for the request.

The hearing will be conducted in accordance with the Oklahoma Insurance Code, 36 O.S. §§ 101 et seq. and the Oklahoma Administrative Procedures Act, 75 O.S. §§ 250 et seq. If Respondent does not request a hearing within 30 days of receipt of this Order, it shall become a **FINAL ORDER** on the 31st day following said receipt. If Respondent timely serves a request for hearing, this Conditional Order shall act as a notice of the matters to be reviewed at the hearing, and the Allegations of Fact, Alleged Violations of Law, and penalty imposed in this Conditional Order shall be considered withdrawn, pending final resolution of this matter through hearing.

WITNESS My Hand and Official Seal this 14th day of March, 2014.



JOHN D. DOAK
INSURANCE COMMISSIONER
STATE OF OKLAHOMA



Julie Meaders
Deputy General Counsel
3625 NW 56th Street, Suite 100
Oklahoma City, Oklahoma 73112
(405) 521-2746

CERTIFICATE OF SERVICE


I, Julie Meaders, hereby certify that a true and correct copy of the above and foregoing Conditional Administrative Order was mailed certified, return receipt requested, on this 17th day of March, 2014 to:

Guideone Insurance Company
1111 Ashworth Road
West Des Moines, IA 50265

Certified Mail No.
7001 0320 0004 4249 5203

and a copy was delivered to:

Consumer Assistance Division



Julie Meaders

SWORN STATEMENT IN PROOF OF LOSS

\$ 104,900.00
AMOUNT OF POLICY AT TIME OF LOSS

021126863
POLICY NUMBER

01/05/13
DATE ISSUED

Zodrow and Neighbors
AGENT

01/15/14
DATE EXPIRES

Owasso, OK
AGENCY AT

To the Guide One Insurance Company
of West Des Moines, IA
At time of loss, by the above indicated policy of insurance you insured Firewolf Jeffries

against loss by Fire and other perils, to the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A Wind loss occurred about the hour of 2:00 o'clock a .M., on the 24th day of July, 2013. The cause and origin of the said loss were: Weather Event

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Occupied by insured as residence

3. Title and Interest: At the time of the loss the interest of your insured in the property described therein was Sole owner. No other person or persons had any interest therein or encumbrance thereon, except: none

4. Changes: Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described except: none

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ This policy, as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid, or invalid.

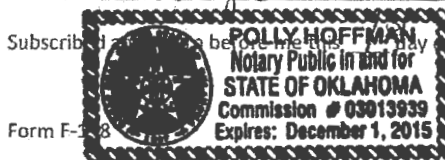
- 6. The Total Replacement Cost of said property at the time of the loss was... \$ 76,061.70
7. Actual Cash Value of said property at the time of the loss was... \$ 59,648.41
8. The Whole Loss and Damage was... \$ 76,061.70
9. The Amount Claimed under the above numbered policy is... \$ 76,061.70

The said loss did not originate by any act, design or procurement of the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your Insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

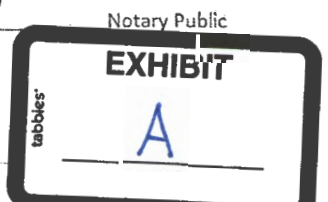
The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

State of Oklahoma
County of Osage

11/1/13
FIREWOLF JEFFRIES



November 2013
Polly Hoffman



SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature
 X *[Signature]* Agent
 Addressee

B. Received by (*Printed Name*) *[Signature]* C. Date of Delivery
 11/2/13

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

1. Article Addressed to:

Guide ONE Insurance
1111 Ashworth Rd. West
Des Moines, IA
50265

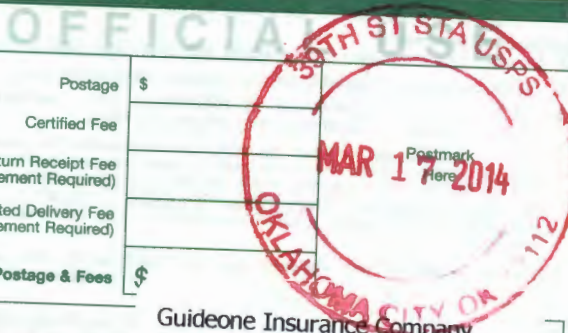
3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (*Extra Fee*) Yes

2. Article Number (Transfer from service label) **7012 0470 0000 2831 2429**

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7001 0320 0004 4249 5203



Postage \$
 Certified Fee
 Return Receipt Fee (Endorsement Required)
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$

Sent To
 Street, Apt. No., or PO Box No.
 City, State, ZIP+4

Guideone Insurance Company
 1111 Ashworth Road
 West Des Moines, IA 50265
 rlg/14-0128-DIS/Cond. Adm. Ord.

PS Form 3800, January 2004

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece or on the front if space permits.

1. Article Addressed to:

Guideone Insurance Company
 1111 Ashworth Road
 West Des Moines, IA 50265
 rlg/14-0128-DIS/Cond. Adm. Ord.

2. Article Number
(Transfer from service label)

7001 0320 0004 4249 5203

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

RECEIVED
 OKLAHOMA INSURANCE DEPARTMENT

MAR 25 2014

Legal Division