

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

**In Re:** )  
 )  
**COLUMBIA MUTUAL INSURANCE** ) **Market Conduct Exam No. 1503-75-TGT**  
**COMPANY (NAIC # 40371)** )  
 )

**ORDER OF THE DIRECTOR**

NOW, on this 6<sup>th</sup> day of October, 2015, Director John M. Huff, after consideration and review of the market conduct examination of Columbia Mutual Insurance Company (NAIC #40371) (hereafter referred to as "Columbia Mutual"), examination number 1503-75-TGT, and the Stipulation of Settlement and Voluntary Forfeiture ("Stipulation"), does hereby issue the following orders:

This order, issued pursuant to §374.205.2(5) RSMo 2000, and §§374.280 and §374.046.15. RSMo (Cum. Supp. 2013), is in the public interest.

IT IS THEREFORE ORDERED that Columbia Mutual and the Division of Insurance Market Regulation having agreed to the Stipulation, the Director does hereby approve and agree to the Stipulation.

IT IS FURTHER ORDERED that Columbia Mutual shall not engage in any of the violations of law and regulations set forth in the Stipulation and shall implement procedures to place Columbia Mutual 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.

IT IS FURTHER ORDERED that Columbia Mutual shall pay, and the Department of Insurance, Financial Institutions and Professional Registration, State of Missouri, shall accept, the Voluntary Forfeiture of \$4,000 payable to the Missouri State School Fund.

IT IS SO ORDERED.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office in Jefferson City, Missouri, this 6<sup>th</sup> day of OCTOBER, 2015.



John M. Huff  
Director



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

In Re: )  
 )  
COLUMBIA MUTUAL ) Market Conduct Examination  
INSURANCE COMPANY ) No. 1503-75-TGT  
(NAIC No. 40371) )

STIPULATION OF SETTLEMENT AND VOLUNTARY FORFEITURE

It is hereby stipulated and agreed by the Division of Insurance Market Regulation (hereinafter, the "Division"), and Columbia Mutual Insurance Company (NAIC #40371) (hereinafter, "Columbia Mutual"), 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; and

WHEREAS, Columbia Mutual has been granted a certificate of authority to transact the business of insurance in the State of Missouri; and

WHEREAS, the Division called a Market Conduct Examination of Columbia Mutual based upon findings contained in a Market Conduct Investigation; and

WHEREAS, based on the Investigation Findings, the Division alleges that:

1. Columbia Mutual failed to include a payment for sales tax in two private passenger automobile policy first party total loss settlements;
2. Columbia Mutual failed to include a payment for sales tax in two commercial automobile policy first party total loss settlements; and
3. Columbia Mutual's policies provided for payment of sales tax.

WHEREAS, the Division further alleges that the failure to include payment for sales tax violates §§ 375.445, <sup>1</sup>375.936(13), 375.1007(1), and 375.1007(4) and 20 CSR 100-1.020(1)(A).

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<sup>1</sup> All references, unless otherwise noted, are to Revised Statutes of Missouri 2000, as amended.

WHEREAS, Columbia Mutual does not agree with the findings or allegations in the Market Conduct Investigation and denies that it has violated any Missouri law or regulation, and Columbia Mutual is of the position that this Stipulation of Settlement and Voluntary Forfeiture is a compromise of disputed facts and legal allegations and that the signing of this Stipulation of Settlement and Columbia Mutual's consent to take the remedial actions required by it and to pay the voluntary forfeiture set forth in it does not constitute an admission of wrongdoing or liability on its part and is done merely to fully and completely resolve the Market Conduct Examination and Market Conduct Investigation and avoid litigation.

WHEREAS, the Division and Columbia Mutual have agreed to resolve the issues raised in the Market Conduct Examination and Market Conduct Investigation as follows:

A. **Scope of Agreement.** This Stipulation of Settlement and Voluntary Forfeiture (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.** Columbia Mutual 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. Such remedial actions shall include, but are not limited to, the following:

1. Columbia Mutual agrees that it will pay all automobile total loss claims, including payment for all sales taxes relating to such claims, according to the terms of its policy provisions;
2. Columbia Mutual agrees that it will review all first party automobile total loss claims paid or processed at any time from September 1, 2010 to the date of the Final Order closing this Market Conduct Examination to determine if Columbia Mutual paid all applicable sales tax to the claimant for the damaged vehicle using the contractual value payable under the terms of the policy at the time of loss<sup>2</sup>. If all applicable sales tax was not paid by Columbia Mutual to the claimant, Columbia Mutual shall pay restitution to the claimant in the amount of the sales tax payable under its policy on the date of loss, including all state, city, county and other taxes. Such restitution shall be paid with no reduction in the amount payable to the claimant if the

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<sup>2</sup> This could be Actual Cash Value, Stated Value or some other valuation method listed in the policy.

owner of the total loss vehicle retains the vehicle as salvage, unless there is a clear and specific provision in the policy supporting the reduction. In the event that Columbia Mutual chooses to submit documentation to the Division establishing that a claimant received a sales tax credit from the State of Missouri in an amount at least equal to the contractual value payable for sales tax under the terms of the policy at the time of loss, the payment of restitution as outlined in this paragraph, may be made either to the claimant or to the State of Missouri.

C. **Compliance.** Columbia Mutual agrees to file documentation with the Division, in a format acceptable to the Division, within 120 days of the entry of a final order of any remedial action taken to implement compliance with the terms of this Stipulation and to document payment of restitution required under the terms of this Stipulation.

D. **Voluntary Forfeiture.** Columbia Mutual agrees, voluntarily and knowingly, to surrender and forfeit the sum of \$4,000 such sum payable to the Missouri State School Fund, in accordance with § 374.280.

E. **Other Penalties.** The Division agrees that it will not seek penalties against Columbia Mutual, other than those agreed to in this Stipulation, in connection with Market Conduct Examination #1503-75-TGT.

F. **Non-Admission.** Nothing in this Stipulation shall be construed as an admission by Columbia Mutual, as a finding of fact, or as a conclusion of law, this Stipulation being part of a compromise settlement to resolve disputed facts and legal allegations arising out of the above referenced market conduct examination.

G. **Waivers.** Columbia Mutual, 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 between Columbia Mutual and the Division in connection to Market Conduct Examination #1503-75-TGT.

H. **Changes.** No changes to this Stipulation shall be effective unless made in writing and agreed to by all signatories to the Stipulation.

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

K. **Authority.** The signatories below represent, acknowledge and warrant that they are authorized to sign this Stipulation.

L. **Effect of Stipulation.** This Stipulation shall not become effective until entry of a Final Order by the Director of the Department of Insurance, Financial Institutions and Professional Registration (hereinafter the "Director") approving this Stipulation.

M. **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: 9/29/2015



Angela L. Nelson  
Director  
Division of Insurance Market Regulation

DATED: 9/29/2015



Stewart Freilich  
Senior Regulatory Affairs Counsel  
Division of Insurance Market Regulation

DATED: 9/23/2015



Gina Gervino  
Vice President, Secretary & General Counsel