

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

IN THE MATTER OF:)
)
NATIONS TITLE, LLC)
)
Respondent.)

Case No. 06-1113329C

RECEIVED

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MO. DEPT OF INSURANCE,
FINANCIAL INSTITUTIONS &
PROFESSIONAL REGISTRATION

CONSENT ORDER

LINDA BOHRER, Acting Director of the Missouri Department of Insurance, Financial Institutions and Professional Registration ("Department"), Nations Title Agency of Missouri, Inc., and the Consumer Affairs Division of the Department ("Consumer Affairs Division") (hereinafter the "Parties"), agree to the following findings of fact, conclusions of law, and agreement:

Parties

1. WHEREAS, Linda Bohrer is the Acting Director who has the duty to administer Chapters 374, 375, and 381, RSMo, which includes the supervision, regulation, and discipline of title insurers, their agencies, and agents licensed to operate and conduct business in the state of Missouri;

2. WHEREAS, the Consumer Affairs Division has the duty of conducting investigations into the acts of insurance companies, agents and agencies under the insurance laws of this state and is authorized by the Director to investigate and to recommend enforcement action for violations of the insurance laws of this state;

3. WHEREAS, Nations Title Agency of Missouri, Inc. ("Nations Title") is a title agency licensed to conduct title insurance business in Missouri (License Number AG 12519);

Findings of Fact

4. WHEREAS, on or about November 29, 2006, counsel on behalf of the Consumer Affairs Division filed a Statement of Charges ("Statement") and a proposed Order to Cease and Desist ("Proposed Order") with the Director in which the Consumer Affairs Division alleged that Nations Title did not comply with:

- i. Section 381.181, RSMo (1994), by using and collecting title insurance premiums at rates that had not been filed with the Director through the advertisement and collection of a single amount for title insurance premium in addition to charging other fees including a settlement or closing fee;
- ii. Section 381.171, RSMo (1994), by using or collecting unfairly discriminatory title insurance premiums;
- iii. Section 375.934, RSMo (2000), by engaging in an unfair trade practice defined by § 375.936(4), RSMo (2000), by making untrue, misleading or deceptive statements with respect to the business of insurance through the listing of an all-inclusive "title insurance" fee on real estate closing documents when only a small portion of that fee is a filed insurance premium rate and most of this all-inclusive fee is not title insurance premium, but instead, charges subject to negotiation and discount;
- iv. Section 375.144, RSMo (Supp. 2005), by concealing from purchasers at the time of negotiation and sale of insurance material facts concerning the cost of title insurance, including information regarding the actual rate of

title insurance and charges or fees for related services that are not included in the filed premium rate and may be discounted or negotiated without limitation;

- v. Section 375.934, RSMo (2000), by engaging in the unfair trade practice of rebating defined by § 375.936(9), RSMo (2000). The Consumer Affairs Division also alleged that such conduct was in violation of § 381.141, RSMo (1994); and
- vi. Section 381.201.3, RSMo, by failing to prominently display copies of the premium rates which are required to be filed with the Director under the provisions of §§ 381.011 to 381.241.

5. WHEREAS, on or about November 29, 2006, the Director issued a Show Cause Order directing Nations Title to show cause why the Proposed Order should not be issued;

6. WHEREAS, on or about December 7, 2006, Nations Title requested a hearing regarding the matters raised in the Statement and Proposed Order;

7. WHEREAS, on or about January 19, 2007, Nations Title filed an Answer to the Statement and Proposed Order in which it disputed that Nations Title's activities, as consistent with longstanding industry practices, constituted violations of Missouri insurance laws and denied any wrongdoing in connection with the allegations set forth in the Statement and Proposed Order;

8. WHEREAS, Nations Title and the Department desire to settle the allegations and matters raised by the Consumer Affairs Division;

9. WHEREAS, in recognition of the various interpretations of the former Chapter 381, RSMo, and the new and modified sections of Chapter 381, RSMo enacted by Senate Bill 66

(2007), the Parties consent to the issuance of this Consent Order and agree that this Consent Order constitutes the settlement of disputed claims between the Parties;

10. WHEREAS, Nations Title neither admits nor denies the allegations raised by the Consumer Affairs Division, waives the right to a hearing to contest any provision of this Consent Order and has stipulated and agreed to the issuance of this Consent Order without further proceedings in this matter, agreeing to be fully bound by the terms and conditions specified herein;

11. WHEREAS, Nations Title has stipulated and agreed to waive any rights that it may have to seek judicial review or other challenge or contest the terms and conditions of this Consent Order and forever releases and holds harmless the Department, the Director and her agents, and the Consumer Affairs Division from any and all liability and claims arising out of, pertaining to, or relating to this matter;

12. WHEREAS, in consideration of Nations Title's consent to this Consent Order, the Consumer Affairs Division agrees to dismiss with prejudice its Statement and Proposed Order filed with the Director and the Director agrees to dismiss with prejudice the Show Cause Order directing Nations Title to show cause why a Cease and Desist Order should not be issued;

13. WHEREAS, in consideration of Nations Title's consent to this Consent Order, the Department and the Consumer Affairs Division hereby waive, release, and remit Nations Title, its directors, officers, investors, lenders, employees, agents, representatives, subsidiaries, affiliates, successors and assigns from any civil or administrative claim, sanction, or remedy, direct or indirect, that the Department or the Consumer Affairs Division have for or relating to any matter underlying this Consent Order;

or concession of any violation of law, rule or regulation. The Consent Order may not be amended except by written consent of the Parties. Otherwise, the terms of this Consent Order shall be subject to such additional orders or modifications as may become necessary to enforce those terms.

24. This Consent Order is freely and voluntarily entered into without any degree of duress or compulsion whatsoever. No provision of this Consent Order shall be construed against any Party by reason of such Party having drafted such provision of the Consent Order.

25. Failure by any Party to enforce any provision of this Consent Order shall not be construed as a waiver by such Party of any provision, nor in any way affect the validity of this Consent Order or any part thereof.

26. If any provision of this Consent Order is determined to be invalid or unenforceable for any reason, then such provisions shall be treated as severed from the remainder of this Consent Order and shall not affect the validity and enforceability of all the other provisions of this Consent Order as long as such severance does not materially change the Parties' rights and obligations.

27. This Consent Order may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement.

28. Each person who signs this Consent Order in a representative capacity warrants that his or her execution of this Consent Order is duly authorized, executed, and delivered by and for the entity for which he or she signs.

29. Upon the Effective Date of this Consent Order, the Parties shall consider all matters underlying this Consent Order closed, consistent with the faithful performance by the Parties of the obligations imposed herein.

SO ORDERED, SIGNED AND OFFICIAL SEAL AFFIXED THIS 15th DAY OF
September, 2008.

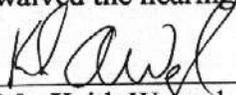


Linda Bohrer

Linda Bohrer, Acting Director
Missouri Department of Insurance, Financial
Institutions & Professional Registration

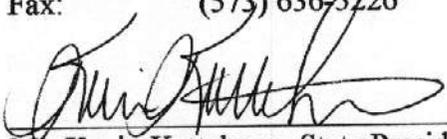
CONSENT AND WAIVER OF HEARING

The undersigned persons understand and acknowledge that Nations Title Agency of Missouri, Inc. has the right to a hearing, but that Nations Title Agency of Missouri, Inc. has waived the hearing and consented to the issuance of this Consent Order.



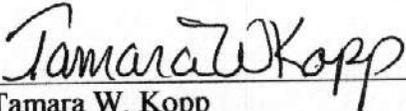
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9-9-08
_____ Date



Mr. Kevin Kattelman, State President
Nations Title Agency of Missouri, Inc.

9/8/08
_____ Date



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9-15-08
_____ Date