



**DEPARTMENT OF COMMERCE & INSURANCE**

P.O. Box 690, Jefferson City, Mo. 65102-0690

*In Re:* )  
 )  
NATIONWIDE MUTUAL INSURANCE ) **Market Conduct Investigation No. 416839**  
COMPANY (NAIC #23787) )

**ORDER OF THE DIRECTOR**

NOW, on this 7<sup>th</sup> day of February, 2025, Acting Director Mick Campbell, after consideration and review of the Stipulation of Settlement (hereinafter “Stipulation”) entered into by the Division of Insurance Market Regulation (hereinafter “Division”) and Nationwide Mutual Insurance Company (NAIC #23787) (hereinafter “Nationwide”), relating to the market conduct investigation no. 416839, does hereby issue the following orders:

This order, issued pursuant to §374.046.15<sup>1</sup> and §374.280 RSMo, is in the public interest.

**IT IS THEREFORE ORDERED** that the Acting Director does hereby approve the Stipulation as agreed to by Nationwide and the Division.

**IT IS FURTHER ORDERED** that Nationwide shall not engage in any of the violations of statutes 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, shall maintain those corrective actions at all times, and shall fully comply with all terms of the Stipulation.

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

**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 7<sup>th</sup> day of February, 2025.



*Mick Campbell*

Mick Campbell  
Acting Director

**IN THE DEPARTMENT OF COMMERCE AND INSURANCE  
STATE OF MISSOURI**

<i>In Re:</i>	)	
	)	
<b>NATIONWIDE MUTUAL INSURANCE</b>	)	<b>Market Conduct Investigation No. 416839</b>
<b>COMPANY (NAIC #23787)</b>	)	
	)	
	)	

**STIPULATION OF SETTLEMENT**

It is hereby stipulated and agreed by the Division of Insurance Market Regulation (hereinafter the “Division”), and Nationwide Mutual Insurance Company (hereinafter “Nationwide”), as follows:

**WHEREAS**, the Division is a unit of the Missouri Department of Commerce and Insurance (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 of Missouri;

**WHEREAS**, Nationwide 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 investigation of Nationwide’s travel insurance business, investigation no. 416839; and

**WHEREAS**, based on the market conduct investigation of Nationwide the Division alleges that:

1. In seven instances, Nationwide either did not provide a written acknowledgment confirming receipt of a claim within 10 working days of receipt or did not provide an appropriate reply within 10 working days on communications that suggested a response was expected, implicating the provisions of §375.1007 (2)<sup>1</sup> and in violation of 20 CSR 100-1.030 (1) (A) 2 and 20 CSR 100-1.030 (1) (B).

2. In ten instances, Nationwide did not advise the insured of the acceptance or denial of the claim

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<sup>1</sup> All statutory references, unless otherwise noted, are to the 2016 Revised Statutes of Missouri

within 15 working days, implicating the provisions of §375.1007 (3) and in violation of 20 CSR 100-1.050 (1) (A).

3. In three instances, Nationwide did not send 45-day status letters to claimants, implicating the provisions of §375.1007 (3) and in violation of 20 CSR 100-1.050 (1) (C).

4. In five instances, Nationwide did not maintain the claim file to clearly show the inception, handling, and disposition of the claim, in violation of §374.205.2 (2) and 20 CSR 100-8.040 (3) (B).

5. In one instance, Nationwide denied a claim without conducting a reasonable investigation, implicating the provisions of §375.1007 (6).

6. In one instance, Nationwide's denial letter did not contain applicable policy provisions under which the claim was denied, implicating the provisions of §375.1007 (3) and in violation of 20 CSR 100-1.050 (1) (A).

**WHEREAS**, the Division and Nationwide have agreed to resolve the issues raised in the market conduct investigation 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.** Nationwide 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 the following:

1. Nationwide agrees to ensure that its claim handling guidelines for adjudicating Missouri travel insurance claims provide clear direction to Third Party Administrators ("TPA's"), limited lines travel

insurance producers, and travel administrators adjudicating Missouri travel claims for meeting the requirements set out in §375.1007, 20 CSR 100-1.020 and 20 CSR 100-1.050.

2. Nationwide agrees to maintain sufficient documentation in its travel insurance claim files to show clearly the inception, handling, and disposition of each claim, and specifically documentation demonstrating compliance with §375.1007, 20 CSR 100-1.030 and 20 CSR 100-1.050.

3. Nationwide agrees to further investigate Trip Mate claim xxxx06 and to pay the claim, with applicable interest, if the claimant's inability to take their flight was due to a covered reason under the terms of the policy.

4. Nationwide agrees to conduct two audits of the claims practices of all TPA's, limited lines travel insurance producers and travel administrators adjudicating Missouri travel insurance claims for the company, and to report the results of the audits to the Division. The first audit will be conducted 6 months from the date of the Order approving this Stipulation. The second audit will be conducted 12 months from the date of the Order approving this Stipulation. Nationwide agrees to provide a report of its audit findings in a format acceptable to the Division within 90 days after completion of each audit period. Thereafter, Nationwide agrees to comply with the provisions of §376.1084.3 relating to the review of the operations of TPA's adjudicating Missouri travel insurance claims.

C. **Compliance.** Nationwide agrees to file documentation pursuant to §374.190 with the Division, in a format acceptable to the Division, within 60 days of the entry of an Order approving this Stipulation, of any remedial action taken to implement compliance with the terms of Sections B1, B2 and B3 of the Stipulation.

D. **Non-Admission.** Nothing in this Stipulation shall be construed as an admission by Nationwide, this Stipulation being part of a compromise settlement to resolve disputed factual and legal allegations arising out of the above referenced market conduct investigation.

E. **Waivers.** Nationwide, after being advised by legal counsel, does hereby voluntarily and knowingly waive any and all rights to 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 market conduct investigation no. 416839.

F. **Amendments.** No amendments to this Stipulation shall be effective unless made in writing and agreed to by authorized representatives of the Division and Nationwide.

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 Nationwide, respectively.

I. **Counterparts.** This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single document. Execution by facsimile or by electronically transmitted signature shall be fully and legally effective and binding.

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

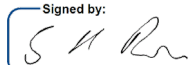
K. **Request for an Order.** The signatories below request that the Director issue an Order approving this Stipulation and ordering the relief agreed to in the Stipulation, and consent to the issuance of such Order.

DATED: February 2, 2025



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Teresa Kroll  
Chief Market Conduct Examiner  
Division of Insurance Market Regulation

DATED: 1/15/2025

Signed by:   
\_\_\_\_\_  
Name: Syed Rizvi  
Title: VP, Chief Specialty Ins Officer  
Nationwide Mutual Insurance Company