STATE OF MISSOURI

DEPARTMENT OF COMMERCE & INSURANCE

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

***In Re*:**	)	
	)	
BRISTOL WEST INSURANCE COMPANY (NAIC #19658)	)	**Market Conduct Investigation No. 431967**
	)	

ORDER OF THE DIRECTOR

NOW, on this 11th day of June, 2026, Director Angela L. Nelson, after consideration and review of the Stipulation of Settlement (hereinafter "Stipulation") entered into by the Division of Insurance Market Regulation (hereinafter "Division") and Bristol West Insurance Company (NAIC #19658) (hereinafter "Bristol"), relating to the market conduct investigation no. 431967, does hereby issue the following orders:

This order, issued pursuant to §374.046.15[1] and §374.280 RSMo, is in the public interest.

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

IT IS FURTHER ORDERED that Bristol 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.

[1] 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 11th day of June, 2026.

Angela L. Nelson
Director

IN THE DEPARTMENT OF COMMERCE AND INSURANCE
STATE OF MISSOURI

***In Re*:**	)	
	)	
BRISTOL WEST INSURANCE COMPANY (NAIC #19658)	)	**Market Conduct Investigation No. 431967**
	)	
	)	
	)	

STIPULATION OF SETTLEMENT

It is hereby stipulated and agreed by the Division of Insurance Market Regulation (hereinafter the "Division"), and Bristol West Insurance Company (hereinafter "Bristol"), 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, Bristol 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 Bristol, investigation no. 431967; and

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

1. In two out of sixteen claims, Bristol did not have a signed and dated copy of the sales tax affidavit in the claim file, implicating the provisions of §375.1007 (3) [1] and in violation of 20 CSR 100-8.040 (3) (B) 3.

2. In seven out of sixteen claims Bristol did not issue a sales tax affidavit or payment of the sales tax to the claimant, implicating the provisions of §375.1007 (4).

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1 All statutory references, unless otherwise noted, are to the 2016 Revised Statutes of Missouri.

3. In one claim file, Bristol delayed the processing and settlement of the claim, implicating the provisions of §375.1007 (3).

4. In nine out of sixteen claim files, Bristol did not adequately document the weight applied to each vehicle in the calculation of the weighted average of comparable vehicles, in violation of §374.205.2 (2) and 20 CSR 100-8.040 (3) (B) 1.

5. In nine out of sixteen claim files Bristol did not itemize condition deductions applied to the loss vehicle and did not maintain this information in the claim file, implicating the provisions of §375.1007 (3) and in violation of 20 CSR 100-1.050 (2) (E) and 20 CSR 100-8.040 (3) (B) 1.

WHEREAS, the Division and Bristol 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.** Bristol 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. Bristol agrees to adopt and implement policies or procedures to ensure that a sales tax affidavit is timely issued when a total loss is paid, unless payment of the sales tax is directly provided to the claimant.

2. Bristol agrees to retain in its claim files signed and dated copies of any sales tax affidavit that is issued to a claimant.

3. Bristol agrees to reimburse the seven claimants identified in the investigation in an amount equal to any additional sales tax incurred as a result of the failure to timely provide a Missouri sales tax credit affidavit, such that each claimant receives the benefit of the sales tax credit to which they were entitled under Missouri law. Interest, in an amount to be determined pursuant to §374.191, shall be included with the payment. A letter will accompany the payment stating that as a result of a Missouri Market Conduct Investigation, it was determined that the customer was entitled to an additional claim payment.

4. Bristol agrees to review all total loss automobile claims from March 1, 2023, to the date of the Order approving this Stipulation. If a Missouri sales tax credit affidavit was not timely issued, the claimant shall be paid for the sales tax credit they were entitled to under Missouri law. Interest, in an amount to be determined pursuant to §374.191, shall be included with the payment. A letter will be included with the payment stating that as a result of a Missouri Market Conduct Investigation, it was determined that the customer was entitled to an additional claim payment.

5. Bristol agrees to document its total loss claim files so as to clearly show, per 20 CSR 100-8.040 (3) (B), how the Company arrived at the amount of the condition adjustment by component on loss vehicles. Any adjustment in the value based on depreciation shall be itemized and appropriate in amount pursuant to 20 CSR 100-1.050 (2) (E). Bristol agrees to document any adjustment in the value based on depreciation with detail. The claim file shall clearly show the amount of adjustment to the value of the comparable vehicles, including but not limited to, condition from the beginning value to final values by vehicle component and the weight applied to each comparable vehicle for the weighted average. Condition ratings applied to the loss vehicle shall be documented with the reason for the adjustment or non-adjustment and the amount. The basis for any adjustment in the settlement shall be maintained in writing in Bristol's claim file.

6. Bristol agrees to complete two semi-annual audits of total loss claims to ensure the claim files

are properly documented in compliance with the requirements of Section B 5 above. The first audit will include total loss claims from the date of the Order approving this Stipulation to six months from the date of the Order. The second audit will include total loss claims from six months after the date of the Order until one year after the date of the Order. Bristol further agrees to provide the audit results to the Division within 30 days of the date of the completion of each audit in a format acceptable to the Division. .

C. **Compliance.** Bristol agrees to file documentation pursuant to § 374.190 with the Division of any remedial action taken to implement compliance with the terms of this Stipulation, including additional payments made to claimants. The documentation shall be in a format acceptable to the Division, and be filed within 90 days of the entry of an Order approving this Stipulation, unless a different timeframe is specified in Section B.

D. **Non-Admission.** Nothing in this Stipulation shall be construed as an admission by Bristol, 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.** Bristol, 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. 431967.

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

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 Bristol, respectively.

I. **Counterparts and Electronic Signature.** 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 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: June 8, 2026

Teresa Kroll
Chief Market Conduct Examiner
Division of Insurance Market Regulation

DATED: 6/4/2026

Name: Sara A. Dykhouse
Title: Regulatory Affairs Senior Manager
Bristol West Insurance Company