



**State of Wisconsin / OFFICE OF THE COMMISSIONER OF INSURANCE**

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**Notice of Adoption and Filing of Examination Report**

Take notice that the proposed report of the market conduct examination of the

Wisconsin Mutual Insurance Company  
P O Box 974  
Madison, WI 53701-0974

dated September 30-October 4 and October 30, 2002, and served upon the company on March 18, 2003,  
has been adopted as the final report, and has been placed on file as an official public record of this Office.

Dated at Madison, Wisconsin, this 17<sup>th</sup> day of September, 2003.

Jorge Gomez  
Commissioner of Insurance

**STATE OF WISCONSIN  
OFFICE OF THE COMMISSIONER OF INSURANCE**

**MARKET CONDUCT EXAMINATION**

**OF**

**WISCONSIN MUTUAL INSURANCE COMPANY  
MADISON, WISCONSIN**

**SEPTEMBER 30-OCTOBER 4 AND OCTOBER 30, 2002**

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# State of Wisconsin / OFFICE OF THE COMMISSIONER OF INSURANCE

*Jim Doyle, Governor*  
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October 30, 2002

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Honorable Jorge Gomez  
Commissioner of Insurance  
Madison, WI 53702

Commissioner:

Pursuant to your instructions and authorization, a targeted market conduct examination was conducted September 30 to October 30, 2002 of:

WISCONSIN MUTUAL INSURANCE COMPANY  
Madison, Wisconsin

and the following report of the examination is respectfully submitted.

## I. INTRODUCTION

The company was organized in 1903, as the Wisconsin Tornado Mutual Association. An amendment to the articles of incorporation as of September 16, 1946, changed the name to Wisconsin Mutual Insurance Company. Wisconsin Mutual was organized as a mutual company and continues to operate as one. Wisconsin is the only state in which the company is currently licensed. The major products marketed by the company include private passenger auto and homeowner's policies. In addition the company also writes, farmowner packages, fire and extended coverage, commercial packages, mobile homeowner, umbrella and other liability coverages, and personal inland marine. Most of the business is marketed through independent agents. However, since January 1992, the company has employed a captive agent to service

and sell a small portion of business directly on behalf of the company through the department entitled "Wisconsin Insurance Services."

Wisconsin Mutual Insurance Company is only licensed in Wisconsin. For the years ending December 31, 2000 and 2001, the company's direct premiums written and direct losses paid were as follows:

<b>Year</b>	<b>National Direct Premium Written</b>	<b>Wisconsin Direct Premium Written</b>
2001	\$35,769,352	\$35,769,352
2000	\$33,655,557	\$33,655,557

The majority of premium written by the company in 2001 was for Private Passenger Autos. In 2001, the company ranked as the 13th largest writer of Private Passenger Autos in Wisconsin. In addition, the company ranked as the 18th largest writer of Homeowners insurance in Wisconsin for 2001.

The majority of the premium written by the company in 2000 was also Private Passenger Autos. In 2000, the company ranked as the 14th largest writer of Private Passenger Autos in Wisconsin and the company ranked as the 19th largest writer of Homeowners insurance.

The following tables summarize the premium written and incurred losses in Wisconsin for 2000 and 2001 broken down by line of business.

<b>2001</b>		
<b>Line of Business</b>	<b>Premium Earned</b>	<b>Losses Incurred</b>
Fire & Allied Lines	\$ 589,286	\$ 498,865
Homeowners/Farmowners	6,433,156	7,650,709
Commercial Multiple Peril	454,537	446,161
Worker's Compensation	-	-
Private Passenger Auto	26,654,436	18,802,962
Commercial Auto	684,271	377,368
All Others	953,666	126,074
Total	\$ 35,769,352	\$ 7,902,139

  

<b>2000</b>		
<b>Line of Business</b>	<b>Premium Earned</b>	<b>Losses Incurred</b>
Fire & Allied Lines	\$ 523,569	\$ 398,499
Homeowners/Farmowners	5,680,833	5,426,827
Commercial Multiple Peril	391,492	417,460
Worker's Compensation	-	-
Private Passenger Auto	25,541,528	20,863,022
Commercial Auto	677,986	569,978
All Others	840,149	331,723
Total	\$33,655,557	\$28,007,509

The Office of the Commissioner of Insurance received 38 complaints against the company between January 1, 2001 through August 22, 2002. A complaint is defined as “a written communication received by the Commissioner’s Office that indicates dissatisfaction with an insurance company or agent.” The following table categorizes the complaints received against the company by type of policy and complaint reason. There may be more than one type of coverage and/or reason for each complaint.

Coverage Type Reason Type	2002				
	Underwriting	Marketing & Sales	Claims	Policyholder Service	Other
Personal Auto	3	0	8	0	0
Commercial Vehicle	0	0	0	0	0
Com Prop & Liability	0	0	0	0	0
Home/Farmowners	1	2	4	1	0
Commercial Liability	0	0	0	0	0
Worker's Comp	0	0	0	0	0
Fidelity & Surety	0	0	0	0	0
All Others	0	0	0	0	0
<b>Total</b>	<b>4</b>	<b>2</b>	<b>12</b>	<b>1</b>	<b>0</b>

Coverage Type Reason Type	2001				
	Underwriting	Marketing & Sales	Claims	Policyholder Service	Other
Personal Auto	1	2	6	0	0
Commercial Vehicle	0	0	0	0	0
Com Prop & Liability	0	0	0	0	0
Home/Farmowners	1	1	13	1	0
Commercial Liability	0	0	0	0	0
Worker's Comp	0	0	0	0	0
Fidelity & Surety	0	0	0	0	0
All Others	0	0	0	0	0
<b>Total</b>	<b>2</b>	<b>3</b>	<b>19</b>	<b>1</b>	<b>0</b>

The company has appeared on the above average complaint list for Homeowner's for the years 2000 and 2001. They were ranked 3<sup>rd</sup> and 8<sup>th</sup>, respectively. In 2001 the company had a homeowner's complaint ratio of 0.24 complaints per \$100,000 of written premium while the Wisconsin average was 0.15 complaints per \$100,000 of written premium. Of the fourteen total complaints made in 2001, thirteen of the complaints involved claims. The company has not appeared on the above average complaint list for auto at least as far back as 1999.

The company does not believe that they receive an above average number of complaints when considering the entire book of business. Representatives state that 80% of the company's business is auto insurance and the company does not appear on the above average list for auto. They feel that since 80% of the book does not receive an above average number of complaints, they are not above average overall. Representatives owe the number of complaints to a lack of communication which they have taken steps to improve.



## **II. PURPOSE AND SCOPE**

A targeted examination was conducted to determine whether the company's practices and procedures comply with the Wisconsin insurance statutes and rules. The examination focused on the period from January 1, 2001 through June 30, 2002. In addition, the examination included a review of any subsequent events deemed important by the examiner-in-charge during the examination. The examination included, but was not limited to, a review of Producer Licensing, Policy Forms, Marketing and Sales, Privacy, Underwriting, Claims, Company Operations and Management, and Policyholder Services. The report is prepared on an exception basis and comments on those areas of the company's operations where adverse findings were noted.

### III. CURRENT EXAMINATION FINDINGS

#### Producer Licensing

The company markets its products through independent agents. The examiners requested a listing of all agents licensed and appointed in Wisconsin. The agent licensing data provided was compared to the agents' database maintained by OCI. No exceptions were noted in the data comparison. The examiners also reviewed a total of 50 agent files, of which there were 25 appointment files and 25 termination files. No exceptions were noted for the 25 appointment files. The following exceptions were noted:

In the 25 termination files, the examiners found 22 instances where the company failed to provide written notice to an agent that was no longer listed as a representative of their company. Section Ins 6.57(2), Wis. Adm. Code requires a written notice that includes a formal demand for the return of indicia of agency. The company stated that they do not feel s. Ins 6.57(2), Wis. Adm. Code requires a formal demand for return of indicia when an individual agent is terminated. They believe that the termination of an agency contract is the only time the formal demand should be made.

1. **Recommendation:** It is recommended that the company comply with s. Ins 6.57(2), Wis. Adm. Code by providing a written notice to terminated agents that they are no longer listed with the company and include a formal request for indicia in order to avoid an open agent relationship that would hold them responsible under s. 628.40, Wis. Stat.

#### E-Commerce and Marketing & Sales

The company's web address is [www.wiins.com](http://www.wiins.com). This website is designed for the general public, policyholders, and agents. There are nine tabs on the homepage:

1. The General Information section gives company contact information, business hours, an emergency claims telephone number, and a brief history.
2. The Agent Access Only section allows agents to log-on and get manual pages, give quotes, print forms and I D cards, get claim status, view payment histories, and submit payments.

3. The Auto Glass Program section explains the claim processing system for the auto glass claim program.
4. The Email Us section allows users to ask general questions or make comments as well as make policy changes.
5. The Agent Locator section organizes agents by county and provides names, addresses, phone numbers, and email addresses of agents in each county. The user can also search by zip code.
6. The Links section contains links to AM Best, Acord, The Big I, Choicepoint, The Consumer Insurance Guide, Insurance Online, ISO, Ivans, NAIC, NAMIC, OSHA, OCI, PIAW, Ultimate Insurance Links, and the Wisconsin Insurance Alliance.
7. The Career Opportunities section lists positions available and where to apply.
8. The Direct Repair Program section lists alphabetically the body shops that are pre-approved. If the insured were to go to one of these shops, the shop adjusts the claim for the company. The company periodically audits the shops.
9. The Privacy Notice section explains the company's handling of non-public personal financial information.

Currently the company does not quote or sell insurance directly to consumers over the Internet. The examiners reviewed the company's home page, brochures published by the company, and general information related to marketing and sales tactics of the company. No exceptions were noted.

## **Policy Forms**

Wisconsin Mutual Insurance Company provides coverage to its policyholders using independently filed policy forms developed by the Insurance Services Office, Inc (ISO), the American Association of Insurance Services (AAIS), and forms created in-house. The examiners reviewed 235 forms submitted by the company and reviewed a sample of twelve forms for approval from our office. There were no exceptions noted.

## **Underwriting and Rating**

Wisconsin Mutual Insurance Company is a multi-line insurer which writes both personal and commercial lines business. The examiners reviewed 100 new business homeowners' files and 210 termination files (80 homeowner's terminations and 130 personal auto terminations). There was also an agency visit where the examiners reviewed a sample of 50 homeowners and personal auto new business files. The examiners also reviewed the company's underwriting procedures and manuals as well as the procedures for rate-making. The Company uses loss cost rating developed by its service bureau for the commercial and personal lines with lower premium volume. Otherwise rates are promulgated using the company's statistical data. The company develops homeowners and private passenger auto rating using an in-house computer rating program. The following underwriting exceptions were noted:

The current method used by the company to refund premium reductions or increases resulting from changes requested by the policyholder is to refund premium reductions and bill out premium increases that are greater than 25% of the total premium. The examiners found that the company's system for refunding/billing premium to policyholders was unusual in that a policy increase or decrease of 25% can be a significant amount of money. Essentially the issue is that by waiting for the renewal to credit or debit a premium change, the company is charging different rates for the same risk. Currently, when the policy change results in a premium

decrease, the company produces a credit memo for the policyholder that informs them of their right to receive their refund if they send a written request to the insurance company. Failing to offer the immediate refund would be contrary to s. 628.34 (3) (a), Wis. Stat. Further, failing to bill a premium increase resulting from changes requested by a policyholder is an extension of credit. Extending credit on premium to the insured for a period longer than 60 days without charging interest is not permissible, as it would constitute a lower rate for that policyholder.

- 2. Recommendation:** It is recommended that, if a mid-term policy change increases the premium for the policy term, the company not extend credit on premium to the insured for a period longer than 60 days without charge, to ensure compliance with s. 628.39, Wis. Stat.

The examiners reviewed 130 personal auto termination files. It was noted that two applications were used that did not have a form number. The forms were not approved for use by OCI.

- 3. Recommendation:** It is recommended that the company, in order to comply with s. 631.20, Wis. Stat., submit all application forms for approval prior to using them.

The examiners found that credit information is ordered on some applicants. A response to the underwriting interrogatories found that the company underwrites for a bankruptcy or foreclosure known to the agent. Wisconsin Mutual's applications do not ask about bankruptcies and foreclosures. The company's underwriting manual lists financial stability as an eligibility requirement. Financial stability is not defined in the manual, nor does the company instruct its agents on a definition. A response to the underwriting interrogatories indicated that the company would consider extenuating circumstances in the case of an applicant that has an unacceptable credit score, but this information is not communicated to its agents or applicants. There were no quantifiable guidelines contained in the company's manuals regarding credit scores or credit information. Section 628.34 (3), Wis. Stat. provides, in part, that no insurer may charge different premiums or offer different terms of coverage except on the basis of classifications related to the nature and the degree of the risk covered or the expenses involved. Failing to apply underwriting guidelines uniformly when classifying risks results in charging

different premiums, offering different terms of coverage, or excluding eligible applicants from coverage.

- 4. Recommendation:** It is recommended that the company submit a plan describing how credit information is to be used uniformly in underwriting the company's business, in order to ensure compliance with s. 628.34 (3), Wis. Stat. The plan is to be submitted within 60 days of adopting this report and implemented upon approval.

The examiners found, during a review of the underwriting interrogatories, an example of a non-renewal notice that listed "credit score" as one of the reasons for the non-renewal. The examiners also found one file where the reason for non-renewal on the notice was stated as "MVRs" of two of the insureds. Section 631.36 (6), Wis. Stat. requires a company to be reasonably precise when listing the reasons for termination. The company originally believed that they did not have access to the reasons for an adverse credit score and this was the reason for not including the information on the notice. The examiners asked the company to verify this information with the vendor. The vendor does supply the company with the top four reasons for a credit score. Specific reasons should be communicated to the insured on the non-renewal notice if a credit score is used. In addition neither of these reasons is reasonably precise and both are therefore contrary to s. 631.36 (6), Wis. Stat.

- 5. Recommendation:** It is recommended that the company implement a process to ensure that it provides a proper non-renewal notice by providing detail when non-renewing a policy for reasons of claims history, claims experience, payment history, motor vehicle record, or unacceptable credit score by specifically listing the claims, payments, motor vehicle violations, or credit information in order to comply with s. 631.36 (6), Wis. Stat.

The examiners found that when an agent/agency contract terminates, the company automatically non-renews the agent's/agency's book of business 'solely because of the termination of the marketing intermediary's contract with the insurer'. The notice is proper in that it notifies the insured that they can contact the company and renew, but the company then requires the insured to fill out a new application and reapply for coverage. It is OCI's position that this is a renewal policy, not new business. If the company wants to non-renew for

underwriting, then the company needs to send the non-renewal notice out 60 days prior to the renewal effective date stating with reasonable precision their reasons for non-renewal. It would be contrary to s. 631.36 (6), Wis. Stat. if the company non-renewed a policy for the termination of an agent's contract, made the insured essentially reapply, and then denied the renewal for underwriting reasons. The company's opportunity to non-renew for underwriting reasons ends 60 days before the renewal date. Though the company may non-renew because of the termination of an agent's contract, in order for the non-renewal notice to be valid, the non-renewal reason on the notice must be reasonably precise.

- 6. Recommendation:** It is recommended that the company state with reasonable precision the facts on which the decision to non-renew is based in order to comply with s. 631.36 (6), Wis. Stat.

The examiners noted 18 policy files that were issued for terms other than for which the applicants applied. While reviewing the sample of new business for homeowners, the examiners found a homeowner's policy that was issued with \$10,000 of coverage under Coverage C, but applicant had applied for \$15,000. The company stated it was due to human error. The examiners found, during the review of personal auto, new business files, nine policies where the policy term applied for was not the policy term issued by the company. The agency visit revealed eight applications that applied for longer terms than the company issued. The company stated that its Electronic Funds Transfer (EFT) Authorization form constitutes a request by the insured to change the policy term. The company does not have payment plans for its policies, but adjusts the policy terms to match the EFT authorization. If a consumer wants to pay quarterly, the company issues a quarterly policy. It should be recognized that nowhere on the EFT Billing Program form does it state that choosing a payment plan is changing the policy term. Section 628.34 (1), Wis. Stat. addresses misrepresentation. It is a misrepresentation to issue a policy with different policy terms or different coverage than those for which the applicant had applied.

7. **Recommendation:** It is recommended that the company, in order to ensure compliance with s. 628.34 (1) (a), Wis. Stat., implement a process to ensure that the policyholder is made aware of changes made to the terms requested or bound in the application.

The examiners found 3 files where the policy inception date and the date the application was signed were the same, later than, or not dated at all. The binder box was not completed. The company says that they issue the policy for 12:01 AM the day the application is requested to be effective and that if a claim were to be made the same day they would take a statement from the agent and the insured about what time the insured signed the application. They would not cover a claim that occurred between 12:01 AM and the time the application was actually signed.

8. **Recommendation:** It is recommended that the company provide training to its agents on properly completing applications with the date and time of binding in order to avoid payment of claims that occur before the time the coverage is put into place (bound), and in order to ensure compliance with s. 628.34 (1), Wis. Stat.

The examiners found two files where the applicants had not signed the application. The company says its policy is to memo agents regarding the absence of applicant signatures and request that they submit a signed application. The company did not follow up on these two applications. To comply with company procedures and ensure that the information contained on an application is provided and/or verified by the applicant, applications should be signed by the applicant.

9. **Recommendation:** It is recommended that the company enforce its current procedure of obtaining applicant's signatures on every application to ensure that the application information is provided by and verified by the applicant.

Section 631.36 (4), Wis. Stat., requires that a renewal notice clearly state the effect of non-payment by the due date if an insurer expects to non-renew the policy for non-payment of premium. The examiners found that the language on the back of the notice under the non-payment clause references a "due date". However, when the payment is made under the Electronic Funds Transfer method there is no 'due date' area indicated on the front of the notice.



So it is confusing to say cancellation will be on the 'due date' when they mean the withdrawal date. The form should be amended to clarify these differences.

**10. Recommendation:** It is recommended that the company amend its billing forms to clearly state the effect of non-payment, in order to comply with s. 631.36 (4), Wis. Stat.

## **Claims**

The company has the addresses, phone numbers, adjusters' names, and email addresses of claims offices in Wisconsin listed on its website. The company has claims offices in LaCrosse, Chippewa Falls, Superior, Schofield, Fox River Valley, Milwaukee, and Madison. They have 24-hour claim reporting and offer a toll-free phone number for emergencies.

The examiners reviewed a total of 282 closed claims files, 100 personal auto paid claims, 50 personal auto not paid claims, 50 homeowners paid claims, 50 homeowners not paid claims, and 32 subrogation files. The examiners also reviewed the company's claims procedures and manuals. The following exceptions were noted:

While reviewing the 32 subrogation files the examiners found one file in which the company reduced the insured's returned deductible by the amount the company did not recover from the at-fault party. The examiners found four files in which the company collected from the at-fault party and failed to return the insured's deductible because the insured had not yet signed a Release of Liability form. The examiners found eight files in which the company had received reimbursement from the other party, but had failed to return the insured's deductible. The examiners found five files where the company waited until they received 100% reimbursement from the at-fault-party before they returned the deductible. The examiners found three files where the company had waited over 30 days to pay the insured their deductible. The Wisconsin Supreme Court case Rimes vs. State Farm Mutual Insurance Company, 106 Wis. 2d 263, provides that the insured must be made whole before the insurer retains any recovery. Waiting for 100% reimbursement, reducing a deductible by the proportion of the company's

recovery, failing to pay in a timely fashion, retaining any funds while requiring the insured to sign a 3rd party liability release, and failing to return a deductible are not in compliance with Rimes vs. State Farm Mutual Insurance Company, 106 Wis. 2d 263 or s. 628.46, Wis. Stat.

**11. Recommendation:** It is recommended that the company establish and maintain a documented system to first reimburse its policyholders for funds it receives in its subrogation efforts before retaining funds for its own account; in order to comply with Rimes vs. State Farm Mutual Insurance Company, 106 Wis. 2d 263. It is further recommended that interest be paid on any deductible not returned within 30 days of recovery in order to comply with s. 628.46, Wis. Stat.

The examiners found 10 homeowners claim files that were denied or not paid where the adjuster failed to use the yellow file status sheet that documents the adjuster's chronological handling of the claim. It is currently the company's procedure that the adjusters complete this form. These 10 files were not concluded or closed for up to nine months after the claim was reported. In this same sample, the examiners found four files where there was no documentation to indicate that after the first contact with the insured/claimant that the claim handler followed up on a timely basis, if at all. The examiners found one file in the HO - Paid Claims sample where the company failed to contact the claimant within 10 days of receiving notice of the claim. Prompt is defined as 10 days in s. Ins 6.11 (4), Wis. Adm. Code. The examiners found two subrogation claims from other insurers where the company failed to promptly respond.

**12. Recommendation:** It is recommended that the company document all communications relevant to claims and have its claim adjusters complete documentation required by its own standard and in order to ensure compliance with s. Ins 6.11 (3) (a) 2, Wis. Adm. Code.

**13. Recommendation:** It is recommended that the company follow-up within 30 days when an insured fails to send information the company has requested and when closing a claim file. It is also recommended that the insurance company promptly acknowledge pertinent communications about a claim in order to ensure compliance with s. Ins 6.11 (3) (a) 1, Wis. Adm. Code and as defined under s. Ins 6.11 (4), Wis. Adm. Code.

#### **IV. CONCLUSION**

A total of 13 recommendations were made relating to producer licensing, underwriting, claims, forms, and rating procedures.

There was one recommendation regarding producer licensing requiring the company to send a written notice to terminated agents that includes a formal request for indicia. There were nine Underwriting and Rating recommendations that address the following points: modifying procedures regarding midterm premium changes; using only approved applications; developing procedures for applying credit information; issuing non-renewal notices with precise factual reasons; issuing policies as applied for; enforcing current procedure to have applicants sign application; having the agent complete the binder box on the application; and amending forms to clearly state the effect of non-payment. The last two recommendations were for Claims. One related to returning deductibles collected during subrogation and the second dealt with claim file documentation.

## V. SUMMARY OF RECOMMENDATIONS

### Producer Licensing

- Page 7      1.    It is recommended that the company comply with s. Ins 6.57(2), Wis. Adm. Code by providing a written notice to terminated agents that they are no longer listed with the company and include a formal request for indicia in order to avoid an open agent relationship that would hold them responsible under s. 628.40, Wis. Stat.

### Underwriting and Rating

- Page 10      2.    It is recommended that, if a mid-term policy change increases the premium for the policy term, the company not extend credit on premium to the insured for a period longer than 60 days without charge, in order to ensure compliance with s. 628.39, Wis. Stat.
- Page 10      3.    It is recommended that the company, in order to comply with s. 631.20, Wis. Stat. submit all application forms for approval prior to using them.
- Page 11      4.    It is recommended that the company submit a plan describing how credit information is to be used uniformly in underwriting the company's business, in order to ensure compliance with s. 628.34 (3), Wis. Stat. The plan is to be submitted within 60 days of adopting this report and implemented upon approval.
- Page 11      5.    It is recommended that the company implement a process to ensure that it provides a proper non-renewal notice by providing detail when non-renewing a policy for reasons of claims history, claims experience, payment history, motor vehicle record, or unacceptable credit score by specifically listing the claims, payments, motor vehicle violations, or credit information in order to comply with s. 631.36 (6), Wis. Stat.
- Page 12      6.    It is recommended that the company state with reasonable precision the facts on which the decision to non-renew is based in order to comply with s. 631.36 (6), Wis. Stat.
- Page 13      7.    It is recommended that the company, in order to ensure compliance with s. 628.34 (1) (a), Wis. Stat., implement a process to ensure that the policyholder is made aware of changes made to the terms requested or bound in the application.

- Page 13 8. It is recommended that the company provide training to its agents on properly completing applications with the date and time of binding in order to avoid payment of claims that occur before the time the coverage is put into place (bound), and in order to ensure compliance with s. 628.34 (1), Wis. Stat.
- Page 13 9. It is recommended that the company enforce its current procedure of obtaining applicant's signatures on every application to ensure that the application information is provided by and verified by the applicant.
- Page 14 10. It is recommended that the company amend its billing forms to clearly state the effect of non-payment, in order to comply with s. 631.36 (4), Wis. Stat.

### **Claims**

- Page 15 11. It is recommended that the company establish and maintain a documented system to first reimburse its policyholders for funds it receives in its subrogation efforts before retaining funds for its own account; in order to comply with Rimes vs. State Farm Mutual Insurance Company, 106 Wis. 2d 263. It is further recommended that interest be paid interest on any deductible not returned within 30 days of recovery in order to comply with s. 628.46, Wis. Stat.
- Page 15 12. It is recommended that the company document all communications relevant to claims and have its claim adjusters complete documentation required by its own standard and in order to ensure compliance with s. Ins 6.11 (3) (a) 2, Wis. Adm. Code.
- Page 15 13. It is recommended that the company follow-up within 30 days when an insured fails to send information the company has requested and when closing a claim file. It is also recommended that the insurance company promptly acknowledge pertinent communications about a claim in order to ensure compliance with s. Ins 6.11 (3) (a) 1, Wis. Adm. Code and as defined under s. Ins 6.11 (4), Wis. Adm. Code.

## VI. ACKNOWLEDGEMENT

The courtesy and cooperation extended to the examiners during the course of the examination by the officers and employees of the company is acknowledged.

In addition to the undersigned, the following representatives of the Office of the Commissioner of Insurance, state of Wisconsin, participated in the examination.

<u>Name</u>	<u>Title</u>
Jane Kovacik, CPCU	Senior Insurance Examiner
Drew Hunkins	Insurance Examiner

Respectfully submitted,

Laura C. Andréasson  
Examiner-in-Charge