STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF INSURANCE AND TREASURER,	)	
Petitioner,	)	
vs.	)	CASE NO. 95-4048
TARA JEANNE SMITH,	)	
Respondent.	)	

RECOMMENDED ORDER

Pursuant to notice, a formal hearing was held in this case on February 8, 1996, in Tallahassee, Florida, before the Division of Administrative Hearings, by its designated Hearing Officer, Diane Cleavinger.

APPEARANCES

For Petitioner: Michael K. McCormick, Esquire
Division of Legal Services
612 Larson Building
Tallahassee, Florida 32399-0300

For Respondent: Charles J. Grimsley, Esquire
Charles J. Grimsley and Associates
1880 Brickell Avenue
Miami, Florida 33129

STATEMENT OF ISSUES

The issue in this proceeding is whether Respondent's insurance agent's license should be suspended, revoked or otherwise disciplined for violations of Chapter 626, Florida Statutes.

PRELIMINARY STATEMENT

On July 27, 1995, the Petitioner, Department of Insurance, filed an Administrative Complaint against Respondent, Tara Jeanne Smith, alleging that Respondent's insurance licenses should be disciplined for violating various provisions of Chapter 626, Florida Statutes. Specifically, the Administrative Complaint alleged, in three separate counts, that the Respondent unlawfully sold insureds motor club memberships without their informed consent, made false and misleading statements regarding the coverages provided and falsely represented and illegally required insureds to purchase motor club membership as part of their purchase of automobile insurance. The Administrative Complaint, in all county, alleged that Respondent engaged in the prohibited practice of "sliding" additional coverages or products into the purchase of the insured without the informed consent of the insured.

Respondent denied the allegations of the Administrative Complaint and requested a formal administrative hearing. The case was forwarded to the Division of Administrative Hearings.

At the hearing, the Department offered the testimony of three witnesses and submitted one composite exhibit into evidence. The Respondent testified in her own behalf and offered three exhibits into evidence.

After the hearing, the Petitioner and Respondent filed Proposed Recommended Orders on May 21, 1996, and May 17, 1996, respectively. The parties' Proposed Findings of Fact have been considered and utilized in the preparation of this Recommended Order, except where those facts were cumulative, subordinate, irrelevant, immaterial or were not shown by the evidence. Specific rulings on the parties' Proposed Findings of Fact are contained in the Appendix to the Recommended Order.

FINDINGS OF FACT

1. Respondent is currently and at all times relevant to this proceeding was licensed as a life and health insurance agent and as a general lines agent.

2. Respondent was the primary agent of Emerald Coast Insurance Agency (Emerald Coast) located at Pensacola Street in Tallahassee, Florida. Respondent did not work on commission, but received a fixed salary for her employment.

3. Emerald Coast was a general lines insurance agency in Florida and specializes in nonstandard automobile insurance, insuring high risk drivers who normally have a difficult time procuring insurance.

4. On June 30, 1993, Hulan Mitchell called Emerald Coast and requested a quote for automobile insurance on his truck. His truck insurance was about to expire.

5. Mr. Mitchell received a quote over the phone. Later that same day, during his lunch hour, Mr. Mitchell went to Emerald Coast's office where Respondent worked to purchase insurance. Because he was on his lunch hour, Mr. Mitchell was in a hurry to complete the insurance transaction.

6. Mr. Mitchell initially met with a gentlemen at the counter, but was turned over to Respondent. Mr. Mitchell advised Respondent that he wanted to purchase the bare minimum of coverage for his truck.

7. The Respondent made a printout of a quote for automobile insurance from the agency's quick quote computer system. The printout did not reflect a charge for membership in an automobile club. Mr. Mitchell was surprised to discover that the quote he obtained from Respondent was about $48.00 higher than the quote he had received over the phone. However, Mr. Mitchell decided to purchase the insurance anyway.

8. There were approximately five forms which were filled out by Respondent in the presence of Mr. Mitchell. In fact, Mr. Mitchell supplied the information included in some of the forms. No document was completed before his arrival at the agency. As each document was completed, Respondent showed it to Mr. Mitchell, explained the content of the forms, highlighting the areas she was explaining with a mark and obtained his signature where it was required.

9. Mr. Mitchell admitted that he signed and initialed the forms presented to him. However, because he was in a hurry he was not paying close attention to the explanations of his purchase being given by Respondent. Nonetheless, in fact, Mr. Mitchell actively made certain choices as to the type of coverage he wanted and specifically rejected some of the products or benefits which were offered to him.

10. The documents which were presented to Mr. Mitchell contained information and warnings in regard to coverage or benefits not required by the State of Florida that were optional add-ons to his purchase of insurance, including an explanation that the price he was paying included a $50.00 charge for membership in a travel club with $5,000.00 in benefits. All these areas, including the membership in the automobile club were explained by Respondent to Mr. Mitchell. Some of the explanations and rejections of benefits was recalled by Mr. Mitchell at the hearing.

11. The entire transaction took approximately a half hour. Throughout the process Respondent did not change the pace of her explanation, attempt to cover or conceal documents or prevent Mr. Mitchell from asking any questions. Nor was any of the optional non-insurance benefits requirement for the purchase of insurance or a condition for a lower down payment or the availability of premium financing on his insurance purchase.

12. Given these facts, the evidence did not clearly or convincingly demonstrate that Respondent attempted to cause Mr. Mitchell to purchase non-insurance products he did not want or was unaware that he was purchasing. Likewise, the evidence did not demonstrate that Respondent had made any misrepresentations to Mr. Mitchell during or after the conclusion of his transaction with Emerald Coast. Therefore, Count I of the Administrative Complaint should be dismissed.

13. On February 16, 1994, Jeanna Chester called Emerald Coast where Respondent worked for a quote on automobile insurance. During the call she provided some basic information to the agency.

14. Later that same day, Ms. Chester went to Emerald Coast to purchase automobile insurance. She met with Respondent, who pulled up the earlier quote on the agency's computer.

15. Again approximately five forms were filled out on Ms. Chester's presence and were handed to her one at a time. Respondent did not attempt to cover up or hide any form or portion of a form. Ms. Chester was not prevented from asking any questions during the transaction and was permitted to examine each form. Each form was explained to Ms. Chester, including the optional automobile club membership and benefits with Respondent making her usual marks on the forms as she explained each area.

16. Ms. Chester made active decisions regarding the extent of insurance coverage she desired and the deductible she wanted under that coverage. She also examined the forms to see if they were correct as to the coverage she desired. Additionally she signed and initialed each form where required, including the portions where the optional membership in the automobile club were explained.

17. The entire transaction took approximately twenty minutes.

18. On May 23, 1994, Ms. Chester had to return to the agency to repurchase her coverage. Ms. Chester was without insurance because her only payment on her original purchase was by a check which had bounced. As a consequence her insurance and club membership had been canceled. Ms. Chester went through the process a second time which again took approximately 20 minutes.

19. Given these facts, the evidence did not clearly or convincingly demonstrate that Respondent attempted to cause Ms. Chester to purchase non-insurance products she did not want or was unaware that she was purchasing. Likewise, the evidence did not demonstrate that Respondent had made any misrepresentations to Ms. Chester during or after the conclusion or either or her transactions with Emerald Coast. Therefore, Count II of the Administrative Complaint should be dismissed.

20. On March 5, 1994, Michelle Humose purchased her first car, a 1993 Subaru. Because she needed insurance coverage to purchase the car, the car dealer called Emerald Coast and obtained a quote for automobile insurance for her. During the call the dealer had given Emerald Coast basic information on the car and driver.

21. The car dealer followed her to Emerald Coast and escorted her inside to introduce her to an agent, who was Respondent. The dealer then left.

22. Respondent went outside and took pictures of Ms. Humose's car and came back inside to complete the transaction with Ms. Humose.

23. In this instance, most of the paperwork had been filled out prior to Ms. Humose's arrival at the agency. However, some of the forms which required personal information from Ms. Humose were filled out in her presence. Although, Ms. Humose does not recall, Respondent followed her usual process of handing the forms to Ms. Humose, simultaneously explaining and marking the documents as she explained them, including the areas which covered the optional auto club membership. After, each area was explained Ms. Humose signed and initialed the forms as it was required.

24. Respondent did not change the pace of her presentation and did not cover or hide any documents or portion of any document.

25. Ms. Humose also asked questions about the purchase she was making. The entire transaction took approximately 15 minutes with Respondent also helping another customer during the initial stages of Ms. Humose's transaction.

26. Ms. Humose did not make the full down payment required by her contract. On Monday, May 8, 1994, Ms. Humose had obtained a better deal on automobile insurance and called to cancel the insurance she had purchased with Emerald Coast. Eventually, Ms. Humose received a full refund of the money she had paid to the insurer.

27. Given these facts, the evidence did not clearly or convincingly demonstrate that Respondent attempted to cause Ms. Humose to purchase non-insurance products she did not want or was unaware that she was purchasing. Likewise, the evidence did not demonstrate that Respondent, had made any misrepresentations to Ms. Humose during or after the conclusion of her transactions with Emerald Coast. Therefore, Count III of the Administrative Complaint should be dismissed.

CONCLUSIONS OF LAW

28. The Division of Administrative Hearings has jurisdiction over this subject matter of and the parties to this proceeding. Section 120.57(1), Florida Statutes.

29. In license discipline cases the agency has the burden to establish by clear and convincing evidence that the Respondent had violated the statutes or rules which govern the license. Ferris v. Turlington. 510 So. 2d 292 (Fla. 1987).

30. In this case, the Respondent was charged with violating Sections 626.611(4), 626.611(5), 626.611(7), 626.611(9), 626.611(13), 626.621(2), 626.621(6), 626.9541(1)(k)1., and 626.9541(1)(z), Florida Statutes. Boiled down to the essentials the Department alleged that Respondent violated the provisions listed above by unlawfully selling insureds motor club memberships without their informed consent, made false and misleading statements regarding the coverages provided and falsely represented and illegally required insureds to purchase motor club membership as part of their purchase of automobile insurance and that Respondent engaged in the prohibited practice of "sliding" additional coverages or products into the purchase of the insured without the informed consent of the insured.

31. However, the Department failed to establish by clear and convincing evidence that Respondent attempted to "slide" coverage or ancillary products or mislead any of the customers involved in this case. Likewise, the evidence did not clearly or convincingly demonstrate that Respondent did not obtain the informed consent of her customers prior to selling them the auto club memberships involved here. Therefore, the Administrative Complaint should be dismissed.

RECOMMENDATION

Based upon the findings of fact and the conclusions of law, it is,

RECOMMENDED:

That the Department of Insurance enter a Final Order finding Respondent not guilty of violating Chapter 626, Florida Statues and dismissing the Administrative Complaint.

DONE and ENTERED this 12th day of July, 1996, in Tallahassee, Leon County, Florida.

DIANE CLEAVINGER, Hearing Officer
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-1550
(904) 488-9675 SunCom 278-9675

Filed with the Clerk of the
Division of Administrative Hearings
this 12th day of July, 1996.

APPENDIX

1. The facts contained in paragraphs 1, 2, 3, 4, 7, 8 and 16 of Petitioner's Proposed Findings of Fact are adopted.

2. The facts contained in paragraphs 5, 6 and 9 of Petitioner's Proposed Findings of Fact are subordinate.

3. The facts contained in paragraphs 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22 and 23 of Petitioners' Proposed Findings of Fact were not shown by the evidence.

4. The facts contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25 and 26 of Respondent's Proposed Findings of Fact are adopted.

5. The facts contained in paragraph 23 of Respondent's Proposed Findings of Fact are subordinate.

COPIES FURNISHED:

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NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

All parties have the right to submit written exceptions to this Recommended Order. All agencies allow each party at least 10 days in which to submit written exceptions. Some agencies allow a larger period within which to submit written exceptions. You should contact the agency that will issue the final order in this case concerning agency rules on the deadline for filing exceptions to this Recommended Order. Any exceptions to this Recommended Order should be filed with the agency that will issue the final order in this case.

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AGENCY FINAL ORDER

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THE TREASURER OF THE STATE OF FLORIDA
DEPARTMENT OF INSURANCE

BILL NELSON

IN THE MATTER OF: DOI CASE NO. 11200-94-A-MKM
TARA JEANNE SMITH DOAH CASE NO. 95-4048
_____/

FINAL ORDER

THIS CAUSE came on before me for the purposes of issuing a Final Agency Order. The Hearing Officer assigned by the Division of Administrative Hearings in the above-styled matter submitted a Recommended Order to the Department of Insurance and Treasurer (hereinafter referred to as the "Department" or "Petitioner"). The Recommended Order entered July 12, 1996, by Hearing Officer Diane Cleavinger recommending dismissal of the Administrative Complaint, is incorporated by reference. The Department filed numerous exceptions to the Recommended Order. The Respondent did not file exceptions. Based upon the complete review of the record, including the original charging document, the transcript and evidence adduced at the formal hearing, the Recommended Order and exceptions thereto, and relevant statutes, rules and case law, I find as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Department of insurance and Treasurer hereby adopts and incorporates by reference the findings of fact set forth in the Recommended Order except as modified by rulings on exceptions, and adopts the conclusions of law except as modified by the rulings on exceptions.

RULINGS ON EXCEPTIONS TO FINDINGS OF FACT

The Petitioner takes exception to the findings of fact contained in the Recommended Order at paragraphs 12, 19, and 27, wherein the Hearing Officer found that the evidence did not prove that the Respondent had committed the violations charged as referenced in each finding. This conclusion is not supported by competent and substantial evidence as required by section 120.57(1)(a) 10., Florida Statutes. The Hearing Officer was convinced that the multitude of forms utilized by the Respondent in selling the non-insurance products (motor clubs) to Hulan Mitchell, Jenna Chester and Michele Humose demonstrated that they had given their informed consent. However, the Hearing Officer overlooked the blatant misrepresentation and false statement contained in the "premium" receipts issued to each of the insureds. Although the Hearing Officer is free to determine the credibility of the witness' testimony, the Hearing Officer cannot ignore or reject unrefuted competent and substantial evidence in the record that clearly and convincingly demonstrates that the premium receipts are a misrepresentation of fact or false statement. No witness

testimony is necessary to make this finding. The documents speak for themselves and were not otherwise questioned or refuted. The record unequivocally established the following:

Hulan Mitchell - The "premium" receipt (Pet. Ex. "1") issued to Mr. Mitchell indicates a total premium of $378. The actual cost of the "insurance" was $328 with a downpayment of $98 required. See Premium Finance Agreement (Pet. Ex. "1") This is absolutely unrefuted on the record. The premium receipt includes $50 for the cost of the motor club, which is not a policy of insurance and accordingly is not "premium". Also the downpayment required, purportedly for insurance, included $50 for the motor club ($98 + $50 = $148). Furthermore, based on clear documentary evidence in the record, Mr. Mitchell was again subject to a misrepresentation of fact (undisputed) wherein on July 9, 1993 he received a letter (Pet. Ex. "1") threatening to cancel his "insurance" policy because he did not pay a $48 balance due on the motor club. Accordingly the record clearly indicates that the Respondent has made a false or misleading statement with reference to the insurance transaction for Mr. Mitchell. The fact that the Hearing Officer held that Mr. Mitchell knew (despite his testimony otherwise) that he had purchased a motor club, does not negate the fact that the Respondent made a false or misleading statement.

JENNA CHESTER - The deceptive premium receipt practice was visited upon Ms. Chester on two occasions. First on February 1, 1994 a "premium" receipt (Pet. Ex. "2") was issued in an amount of $670 for "total premium" due and a required downpayment of $261. The actual cost of the "insurance" was $585 with a required downpayment of $176. See Premium Finance Agreement (Pet. Ex. "2") The "premium" receipt and downpayment included a non-insurance fee for a motor club in the amount of $85. On May 23, 1994 Ms. Chester went to the Respondent to repurchase coverage which had been cancelled. At that time, another "premium" receipt was issued to her in the amount of a "total premium" of $719 and a required downpayment of $286 (Pet. Ex. "2") The actual cost of the insurance was $619 and a required downpayment of $186. See Premium Finance Agreement (Pet. Ex. "2") The additional $100 was for the non-insurance motor club which was sold to Ms. Chester. Although the Hearing Officer held that Ms. Chester knew she was purchasing this motor club (despite Ms. Chester' s testimony otherwise) this does not negate the fact that the Respondent has made false or misleading statement in this insurance transaction with Ms. Chester.

Michelle Humose - The unrefuted documentary evidence indicates that on May 5, 1994, Ms. Humose was issued a "premium" receipt (Pet. Ex. "3") indicating a "total premium" in the amount of $926 and a required downpayment of $348. The actual cost of the "insurance" was $826 with a required downpayment of $248 See Premium Finance Agreement (Pet. Ex. "3") The additional $100 included in the "premium" receipt was for the non-insurance motor club sold to Ms. Humose. Again despite the Hearing Officer's finding contrary to Ms. Humose's direct testimony that she did not know she was purchasing a motor club, the Respondent has clearly and convincingly made a false or misleading statement with respect to this insurance transaction with Ms. Humose.

It is implicit in the Findings of Fact by the Hearing Officer that each referenced transaction took place as described herein. The Hearing Officer merely failed to explicitly state in the Recommended Order that the unrefuted documentary evidence establishes a prima facie misrepresentation of fact.

Indeed, the exact factual scenario established herein was determined to constitute a misrepresentation in In the Matter of: Kenneth Michael Whitaker, Case Number 93-L-432DDH (Final Order dated July 3, 1995). It was specifically

determined "that the Respondent's standard business practice of combining the costs of insurance coverages with the costs of the auto club memberships and then calling such costs "total premium" on receipts issued to customers constituted a misrepresentation and was deceptive." Also, it was further determined "that the Respondent's standard business practice of deducting all or part of the ancillary product fee up front resulted in false statements on other documents that the full downpayment for premium or financing of premium had been made, when in actuality it had not." Whitaker Final Order at pp's 9-10. The Department determined that this activity was a violation of section 626.611(9), Florida Statutes. This finding was also affirmed on appeal in Whitaker v. Department of Insurance and Treasurer, Case No. 95-2702, (21 FLW 1353, Slip Opinion dated June 13, 1996). The court upheld this violation when it summarized the practice in the opinion as follows:

> Appellant took all or part of the ancillary product from the required premium downpayment and gave the consumer a receipt which listed the full downpayment as "Total Premium". The receipt did not reveal that part of the "premium" went to purchase an ancillary product. Whitaker Slip Opinion at pp's 3-4.

This type of fraudulent and deceptive practice also constitutes a violation of section 626.9541(1)(b), Florida Statutes, by placing before the public a representation or statement which is untrue, deceptive or misleading.

The Hearing Officer has already considered the unrefuted facts on the record and was clearly in error to make a finding otherwise. Accordingly, pursuant to section 120.57(a)(a) 10., Florida Statutes, which reads in part:

> The agency may not reject or modify the findings of fact, including findings of fact that form the basis for an agency statement, unless the agency first determines from a review of the complete record, and states with particularity in the order, that findings of fact were not based upon competent substantial evidence or that the proceedings on which the findings were based did not comply with essential requirements of law.

the Department may modify the findings of fact.

In this case there was no competent and substantial evidence to make a finding that the Respondent did not make a false or misleading statement with the premium receipts issued in this cause. A review of the entire record demonstrates unrefuted documentary evidence which supports the modified findings of fact contained herein. Therefore, Petitioner's exceptions to findings of fact 12, 19 and 27 are hereby GRANTED.

RULINGS ON EXCEPTIONS TO CONCLUSIONS OF LAW

The Petitioner takes exception to conclusions of law at paragraphs 30 and 31, based on the Hearing Officer's rejection of unrefuted facts established on the record, i.e., deceptive and misleading premium receipts. Conclusions of Law 30

and 31 are revised to reflect that the premium receipts issued to insureds constitute fraudulent and deceptive practices as well as placing before the public a representation or statement which is untrue, deceptive, or misleading. Conclusion of Law 30 is modified as follows:

> 30. In this case, the Respondent was charged with violating sections 626.611(4), 626.611(5), 626.611(7), 626.611(9), 626.611(13), 626.621(2), 626.621(6), 626.9541(1)(b), 626.9541(1)(e), 626.9541(1)(k)1., and 626.9541(1)(z), Florida Statutes. Boiled down to the essentials the Department alleged that Respondent violated the provisions listed above by unlawfully selling insureds motor club memberships without their informed consent, made false and misleading statements regarding the coverage provided and falsely represented and illegally required insureds to purchase motor club membership as part of their purchase of automobile insurance and that Respondent engaged in the prohibited practice of "sliding" additional coverages or products into the purchase of the insured without the informed consent of the insured.

This revision is necessary because the Hearing Officer failed to include sections 626.9541(1)(b) and 62.9541(1)(e), Florida Statutes, as alleged violations.

Conclusion of Law 31 is likewise revised as follows:

> 31. The Department failed to establish by clear and convincing evidence that Respondent attempted to "slide" coverage or ancillary products involved in this case. Likewise, the evidence did not clearly or convincingly demonstrate that Respondent did not obtain the informed consent of her customers prior to selling them the auto club memberships involved here. However, based on the unrefuted evidence in the record, the Respondent has violated sections 626.611(9) and 626.9541(1)(b), Florida Statutes, by issuing "premium receipts" which falsely and deceptively represented "total premium" which included a fee for a non-insurance product, ie. motor club membership. Accordingly, the Respondent is guilty of three counts of violating sections 626.611(9) and 626.9541(1)(b), Florida Statutes.

The Petitioner's exceptions to conclusions of law 30 and 31 are hereby GRANTED.

RULING ON EXCEPTIONS TO RECOMMENDATION

The Petitioner takes exception to the recommendation that the Administrative Complaint be dismissed. The Penalty Guidelines contained in Chapter 4-231, Florida Administrative Code, should be applied in this case. There are three documented violations (one for each count) of engaging in fraudulent and dishonest practices as prohibited in section 626.611 (9), Florida

Statutes, and placing before the public a representation or statement which is untrue, deceptive or misleading in violation of section 626.9541(1)(b), Florida Statutes. Under the penalty guidelines, a violation of section 626.611(9), Florida Statutes, requires a suspension of 9 months per count. Under the penalty guidelines, a violation of section 626.9541(1)(b), Florida Statutes, requires a suspension of 6 months per count. Based on Rule 4-231.040, Florida Administrative Code, the highest penalty per count should be assessed, therefore the appropriate penalty is three counts at 9 months for a total suspension period of 27 months. Since the total required suspension exceeds 2 years, the appropriate sanction is the revocation of the Respondent's licenses in accordance with section 626.641(1), Florida Statutes.

The violation of section 626.9541(1)(b), Florida Statutes, permits the assessment of an additional fine on top of any other administrative sanction, pursuant to section 626.9521, Florida Statutes. This section permits fines for wilful violations of up to $10,000 per violation not to exceed $100,000. The Petitioner recommends that a fine of $3,000 be assessed against the Respondent.

However, insufficient grounds have been demonstrated to justify the assessment of a $3,000 administrative fine. Therefore, Petitioner's exceptions to the recommendation are hereby GRANTED, except for the Petitioner's argument for an additional sanction in the form of a $3,000 administrative fine which is hereby DENIED.

PENALTY

Rule 4-231.160, Florida Administrative Code, prescribes the aggravating and mitigating factors which the Department shall consider and, if warranted, apply to the total penalty in reaching the final penalty. Aggravating factors in this matter, as delineated in Rule 4-231.160, Florida Administrative Code, are the willfulness of the Respondent's conduct and the existence of secondary violations established in Counts I-III of the Administrative Complaint. Only minimal mitigating factors exist which are outweighed by the aggravating factors. The existence of these aggravating factors would increase the Respondent`s total penalty, thereby resulting in a higher final penalty. Increasing the Respondent's total penalty would be pointless, however, for section 626.641(1), Florida Statutes, limits a licensee's period of suspension to a maximum of 2 years. The Respondent's 27-month total penalty already exceeds the two-year statutory limit. Consequently, the Department has determined that a revocation of the Respondent's insurance agent license is warranted and appropriate in this matter, and is necessary to adequately protect the insurance-buying pubic.

IT IS THEREBY ORDERED:

All licenses and eligibility for licensure held by TARA JEANNE SMITH, are hereby REVOKED, pursuant to the provisions of sections 626.611, 626.621, 626.641(2) and 626.651(1), Florida Statutes, effective the date of this Final Order. As of the date of this Final Order, the Respondent shall not engage in or attempt or profess to engage in any transaction or business for which a license or permit is required under the Florida Insurance Code, or directly or indirectly own, control or be employed in any manner by an insurance agent or agency.

Any party to these proceedings adversely affected by this Final Order is entitled to seek review of this Final Order pursuant to section 120.68, Florida Statutes, and Rule 9.110, Florida Rules of Appellate Procedure. Review proceedings must be instituted by filing a Notice of Appeal with the General Counsel, acting as the agency clerk, at 612 Larson Building, Tallahassee, Florida 32399-0333, and a copy of the same and the filing fee with the appropriate District Court of Appeal within thirty (30) days of rendition of this Order.

DONE and ORDERED this 4th day of September, 1996, in Tallahassee, Florida.

_____
BILL NELSON
Treasurer and
Insurance Commissioner

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