

COMMONWEALTH AUTOMOBILE REINSURERS

100 SUMMER STREET – BOSTON, MASSACHUSETTS 02110

TEL: 617-338-4000 FAX: 617-338-5422 www.commauto.com

RALPH A. IANNACO
President

MICHAEL J. TROVATO
Executive VP & Treasurer

NOTICE OF MEETING

MARKET REVIEW COMMITTEE

A meeting of the Market Review Committee will be held at the offices of Commonwealth Automobile Reinsurers, 100 Summer Street, Boston on

TUESDAY, MARCH 4, 2003 AT 10:00 A.M.

MEMBERS OF THE COMMITTEE

Mr. Charles I. Boynton, III – Chairman
Boynton Insurance Agency, Inc.

Ms. Nancy Z. Bender
Mr. David H. Cochrane
Mr. Robert J. Cordner
Mr. Daniel F. Crimmins
Mr. John B. Doherty
Mr. Francis D. Gibbons
Mr. Sumner D. Gilman
Ms. Paula W. Gold
Mr. John F. Kittel
Mr. Douglas R. Long
Mr. David J. McCormick
Mr. Edward C. Ruhl
Ms. Susan K. Scott
Mr. Mark R. Silva
Mr. William J. Whitebone
Mr. Louis M. Xifaras

Nancy Z. Bender Insurance Agency, Inc.
The Commerce Insurance Company
OneBeacon Insurance
Safety Insurance Company
Barry & McHugh Insurance Agency, Inc.
O'Brien & Gibbons Insurance Center
Economy Insurance Agency, Inc.
Plymouth Rock Assurance Corporation
Arbella Mutual Insurance Company
Liberty Mutual Group
McCormick & Sons Insurance Agency, Inc.
The Hanover Insurance Company
The Premier Insurance Company of Mass.
Benson, Young & Downs Ins. Agency, Inc.
Quincy Mutual Fire Insurance Company
Louis M. Xifaras Insurance Agency, Inc.

AGENDA

MR

03.01 Records of Previous Meeting

The Records of the Market Review Committee meeting of February 4, 2003 should be read and approved.

MR

03.03 Butler & Breslin Insurance Agency, Inc./Safety Insurance Company

At its February 4, 2003 meeting the Market Review Committee voted to continue the hearing of the Request for Review submitted by Mr. Brett Breslin, President of the Butler & Breslin Insurance Agency, Inc. until its next meeting. Mr. Breslin is seeking relief relative to the application of a prior owner's book experience in determining the application of a commission deviation applied to the agency by the Safety Insurance Company. At the February meeting, the Committee concluded that the matter involving this particular agency should not be taken up until the larger issue of loss ratio based commission deviations is addressed. Attached is correspondence (Docket # MR03.03, Exhibit #2) from Mr. Brett Breslin withdrawing his request for review.

MR

03.05 A Affordable Insurance Agency, Inc./Amica Mutual Insurance Company

Attached is a Request for Review (Docket # MR03.05, Exhibit #1) from Mr. Mark M. Winiker of the A Affordable Insurance Agency, Inc. Mr. Winiker is seeking relief relative to the action of Amica Mutual Insurance Company informing the agency that Amica will not service business from the 486 Forest Avenue office location in Brockton, Massachusetts.

MR

03.06 Ace Insurance Agency/The Premier Insurance Company of Massachusetts

Attached is a Request for Review (Docket # MR03.06, Exhibit #1) from Mr. Jose Jorge, co-owner of the Ace Insurance Agency. Mr. Jorge is seeking relief relative to the action of The Premier Insurance Company of Massachusetts in terminating the agency's Exclusive Representative Producer assignment as a result of violations of Rules 13, B, 3, g and 14, B, 1, k, "Quote proper premiums based on information provided by the applicants for the coverage desired."

MR

03.07 Mazzucco Insurance Agency/Arbella Mutual Insurance Company

Attached is a Request for Review (Docket # MR03.07, Exhibit #1) from Ms. Mona L. Mazzucco of the Mazzucco Insurance Agency, Inc. Ms. Mazzucco is seeking relief relative to the action of Arbella Mutual Insurance Company in terminating the agency's Exclusive Representative Producer assignment as a result of violations of Rule 14, B, 1, b and i, "Report all coverages bound and all registrations/titles certified to the Servicing Carrier within two working days after binding coverage or certifying a registration", and "Properly order endorsements."

MR

03.08 Ramy Insurance Agency/The Premier Insurance Company of Massachusetts

Attached is a Request for Review (Docket # MR03.08, Exhibit #1) from Richard F. Wholley, Esq., representing the Andre N. Ramy Insurance Agency. Attorney Wholley is seeking relief relative to the action of The Premier Insurance Company of Massachusetts in terminating the agency's Exclusive

MR

03.08 Ramy Insurance Agency/The Premier Insurance Company of Massachusetts (continued)

Representative Producer assignment as a result of violations of Rules 13, B, 3, g, and 14, B, 1, k, "Quote proper premiums based on information provided by the applicants for the coverage desired" as well as Rule 14, B, 1, c, "Verify that the applicants for insurance have not been in default in the payment of any motor vehicle premiums in the twelve months preceding the date of application."

MR

03.09 White & Quinn Insurance Agency, Inc.

Attached is a Request for Review (Docket # MR03.09, Exhibit #1) from Mr. Gilbert Quinn, representing the White and Quinn Insurance Agency, Inc. Mr. Quinn is seeking relief relative to a change in commercial Servicing Carrier. The White & Quinn Insurance Agency, Inc. is a commercial Exclusive Representative Producer assigned to the Acadia Insurance Company. Acadia has chosen to vendor its commercial Servicing Carrier, Exclusive Representative Producer responsibilities through the Pilgrim Insurance Company.

Other Business

To transact any other business that may properly come before this Committee.

Executive Session

The Committee may convene in Executive Session in accordance with the provisions of the Massachusetts General Laws, Chapter 30A, Section 11A1/2.

JOHN D. METCALFE
Director of Administration
& Market Relations

Attachments

Boston, Massachusetts
February 21, 2003

Butler & Breslin Insurance

84 Court Street
Plymouth, MA 02360
508-746-0202
fax: 508-746-7147

C.A.R.
DOCKET # MR03.03
EXHIBIT # 2
PAGE 1 OF 1

Send to: C.A.R.	From: Brett Breslin, CIC
Attention: John Metcalfe	Date: 2/20/03
Office Location:	Office Location:
Fax Number: 617-880-7298	Phone Number:

- ☐ Urgent
- ☐ Reply ASAP
- ☐ Please comment
- ☐ Please Review
- ☐ For your Information

Total pages, including cover:

Comments:

Dear John-

I would like to drop my appeal to the Market Review Committee. I would like to thank you and Tim Costain for your help in this matter.

If you have any questions please do not hesitate to give me a call.

Brett Breslin

COMMONWEALTH AUTOMOBILE REINSURERS

REQUEST FOR REVIEW/RELIEF

(pursuant to Rule 20, CAR Rules of Operation)

Please complete in type or print in ink.

Requestor's Name/Title: MARK M. WINIKER GM
 Signature: [Signature] Date: _____
 Agency or Company Name: A AFFORDABLE INSURANCE AGENCY INC
 Address: 114 CONCORD STREET
 City/Town: FRAMINGHAM State: MA ZIP Code: 01702
 Telephone #: 508-875-7007 Fax #: 508-879-1717

Representation: If represented by counsel or other party please complete the following.
 (Representation by counsel is not required)

Name of Rep: _____

Firm: _____

Address: _____

City/Town/St/ZIP: _____

Telephone #: _____

Fax #: _____

C.A.R.
 DOCKET # MR03-05
 EXHIBIT # 1
 PAGE 1 OF 3

- 1 Reason For Review: A. Concisely summarize the reason(s) for your request for review
 (identifying the nature of your grievance or request for relief.)
 B. Identify the specific relief sought.

A AFFORDABLE IS PURCHASING THE PEOPLES
INSURANCE AGENCY LOCATED AT 486 FOREST
AVENUE IN BROCKTON, MA. OUR CURRENT
SERVICING CARRIER, AMICA, HAS INFORMED
US OF THEIR INTENTION NOT TO PROVIDE
SERVICE FROM THE ABOVE LOCATION.

OUR SERVICING CARRIER TO FULLY
SERVICE THE LOCATION.

- 2 Details of Aggravement(s): (Provide specific detail for each reason cited above including
 references to violations of CAR Rules, the agency contract or established practices of CAR or
 one of its members. Include historical reference, where appropriate. (Attach supporting
 documentation.)

C.A.R.
DOCKET # MR 03.05
EXHIBIT # 1
PAGE 2 OF 3

3. **Action(s) Taken to Date to Resolve the Matter:** (Give when you first became aware of each item/issue being contested and what steps were taken to mitigate the matter prior to this request for a formal review.)

DISCUSSIONS WITH AMICA MUTUAL

Scheduling of Review: Upon receipt of a completed Request for Review Form a date will be established within 15 working days, pursuant to CAR Rule 20. Once a date has been confirmed, CAR will issue a written notification to affected parties. Any parties wishing to present written exhibits to be considered at the Committee meeting shall submit them to CAR's Docket Clerk no later than 5 business days prior to the scheduled meeting date. Written exhibits submitted to CAR within 5 business days of the scheduled meeting date will not be entered on the docket but must be directly to the Committee at the meeting itself. It will be left to the determination of the Committee as to whether these exhibits will be considered in their deliberations. In addition, parties submitting exhibits directly to the Committee are expected to be prepared to provide a minimum of 25 copies. Parties should provide copies of ALL exhibits and

C.A.R.
DOCKET # 4203.05
EXHIBIT # 1
PAGE 3 OF 3

documentation that they wish considered in the matter to the opposing party in concert with their submissions to CAR and/or the Committee. A request for a continuance on a review of the matter will be granted upon the agreement of all parties. All other requests for continuances must be physically presented to the assigned Committee for approval.

15 Day Waiver (CAR Rule 20): Initial if waiving the need for a review within 15 days:

I waive the 15 day review window pursuant to CAR Rule 20: (Initial): _____

**PLEASE NOTE: THIS FORM MUST BE COMPLETED AND RETURNED TO CAR
PRIOR TO THE INITIATION OF A FORMAL REVIEW PURSUANT TO
RULE 20, CAR RULES OF OPERATION**

FOR COMPLETION BY CAR OFFICE - DO NOT WRITE BELOW	
4	Assigned Docket Number:
5	Related Docket Number(s):
6	Assigned Review Forum: CAR COMMITTEE: _____ Scheduled Review Date: _____
7	Disposition:



"WE CARE ABOUT YOU"

675 WARREN AVE. BROCKTON, MA 02301

TEL: 508-584-5900

FAX: 508-587-6942

C.A.R.
DOCKET # UK03.06
EXHIBIT # 1
PAGE 1 OF 7

From

Name: Jose Jorge

2/13/03

7 pages

Phone: 508-584-5900

Fax: 508-587-6942

To

Attention: Tim Costain

Company: CAR

Phone: _____

Fax: 617-880-7298

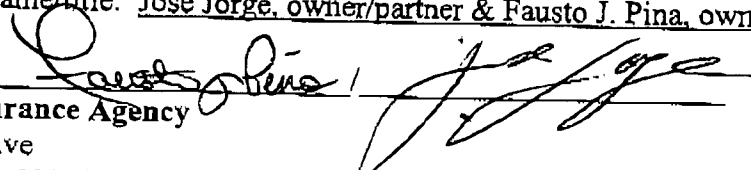
Message: Regarding termination of our contract with Premier.

COMMONWEALTH AUTOMOBILE REINSURERS
REQUEST FOR REVIEW/RELIEF
(PURSUANT TO RULE 20, CAR RULES OF OPERATION)

C.A.R.
DOCKET # UR03.06
EXHIBIT # 1
PAGE 2 OF 7

Date: January 29, 2003

Requestor's name/title: Jose Jorge, owner/partner & Fausto J. Pina, owner/co-partner

Signatures: 

Db/a/Ace Insurance Agency

675 Warren Ave

Brockton, MA 02301

Tel: 508-584-5900 Fax: 508-587-6942

Representation:

Name of Rep: Paul E. Clancy, Jr., Esquire

Firm: McCluskey, Yunits, & Buckley

Address: 932 Main Street, Brockton, MA 02301

Tel: (508) 508- 583-2221

Fax: (508) 586-6777

Reason for review:

1. A) Requestors hereby ask an audience with the C.A.R board to contest Premier Insurance Company of Massachusetts' request to terminate Ace Insurance Agency's contract and authority to bind insurance coverage on behalf of Premier Insurance Co. as noted in the attached letter from Richard J. Connors, Chief Operations Officer, of Premier Insurance Co. In said letter Mr. Connors states that the reason for Premier's termination of the Agreement and Ace's binding authority is as follows:

"Ace has repeatedly failed to quote proper premiums based on information provided by applicants for the coverage requested (in violation of CAR Rules 13(B)(3)(g) and 14(B)(1)(k)), by basing premium quotes on data known to be false."

- B) Ace Insurance Agency requests that its contract with Premier Insurance Co. be maintained and enforced in its entirety without interruption until Ace Insurance Agency has had an opportunity to appear before C.A.R and present its defense to the above allegations.

Details of Aggrievements:

2. Ace Insurance Agency contests and rebuts the above allegations as they are false and without merit. First, Ace Insurance Agency utilizes the same 'Winrater' Rating Software, which is utilized by the majority of insurance agents and companies. This software is updated annually. Secondly, whenever any intended insured applies for insurance we thoroughly review each and every question on the application with him/her, check his/her SDIP, UPH, license status, additional drivers, vehicle symbol, territory, and class to insure that we make no pricing errors. In every circumstance Ace Insurance Agency carefully inspects and reviews data received from clients to insure its accuracy, based on information received from the insureds, specifically those dealing with anti-theft devices and mileage discounts. Any applicable discount given is based entirely on the client's representation at time of application for insurance. Ace Insurance Agency maintains thorough records of each client's application, mileage discount form disclosure, anti-theft discount disclosure, SDIP and UPH printout, and anti-fraud form disclosure (enacted on or about June of 2002).

On occasions, we do have some minor pricing discrepancies, which arise when a vehicle's symbol cannot be ascertained or a driver's STEP comes back higher on the policy declaration page than that which was noted on the SDIP report at time of application. Thus, as a standard practice we always utilize the highest vehicle symbol available for the first scenario until the carrier forwards a declaration page. As for the latter, it is really beyond our control. Clients are always informed that premiums are based on their VIN number and SDIP report at the time of application. They are also informed of the Merit Rating Board's adjustments based on their driving record.

Clients are well informed and aware that any fraudulent information or misrepresentation of material facts is illegal and grounds for termination of insurance, legal prosecution, and denial of claims. We do not encourage, nor do we condone any fraudulent activities. Furthermore, we inform the carrier of any corroborated or suspected fraudulent activity. As is the policy of Premier, they are responsible to conduct their own investigation in all cases, determine culpability, and render judgement.

Ace Insurance Agency requests that Premier Insurance forward any evidence that would support its claims. Finally, we formally request a hearing on this matter.

COMMONWEALTH AUTOMOBILE REINSURERS

REQUEST FOR REVIEW/RELIEF

(pursuant to Rule 20, CAR Rules of Operation)

Requestor's Name/Title:

Signature:

Date:

Agency or Company Name:

Address:

City/Town:

State:

ZIP Code:

Telephone #:

Fax #:

Representation:

If represented by counsel or other party, please complete the following:
(Representation by counsel is not required)

Name of Rep:

Firm:

Address:

City/Town/St/ZIP:

Telephone #:

Fax #:

C.A.R.
DOCKET # UR03-06
EXHIBIT # 1
PAGE 4 OF 7

Reason For Review: (A) Concisely summarize the reason(s) for your request for review, identifying the nature of your grievance or request for relief.
(B) Identify the specific rule(s) violated.

Details of Grievance(s): (Provide specific detail for each reason cited above, including references to violations of CAR Rules, the agency contract, or established practices of CAR or its members. Include historical references, where appropriate. Attach supporting documentation.)

CAR
DOCKET # UR03.06
EXHIBIT # 1
PAGE 5 OF 7

Action(s) Taken to Date to Resolve the Matter (Check when you first became aware of each item issue being contested and what steps were taken to mitigate the matter prior to this request for normal review)

Scheduling of Review: Upon receipt of a completed Request for Review form, a date will be established within 15 working days pursuant to CAR Rule 21. Once a date has been confirmed, CAR will issue written notification to affected parties. Any parties wishing to present written exhibits to be considered at the Committee meeting shall submit them to CAR's Docket Clerk no later than 5 business days prior to the scheduled meeting date. Written exhibits submitted to CAR within 5 business days of the scheduled meeting date will not be entered on the docket but must be directly to the Committee at the meeting itself. It will be left to the determination of the Committee as to whether these exhibits will be considered in their deliberations. In addition, parties submitting exhibits directly to the Committee are expected to be prepared to provide a minimum of 25 copies. Parties should provide copies of all exhibits and

C.A.R.
DOCKET # 14R03.06
EXHIBIT # 1
PAGE 6 OF 7

documentation that they wish considered in the matter to the opposing party in concert with their submissions to C.A.R. and/or the Committee. A request for a continuance of a review of the matter will be granted upon the agreement of all parties. All other requests for continuances must be physically presented to the assigned Committee for approval.

15 Day Waiver (CAR Rule 20): Initial if waiving the need for a review within 15 days:

I waive the 15 day review window pursuant to CAR Rule 20: (Initial): _____

PLEASE NOTE: THIS FORM MUST BE COMPLETED AND RETURNED TO C.A.R.
PRIOR TO THE INITIATION OF A FORMAL REVIEW PURSUANT TO
RULE 20, C.A.R. RULES OF OPERATION

FOR COMPLETION BY C.A.R. OFFICE - DO NOT WRITE BELOW

4	Assigned Docket Number: _____
5	Related Docket Number(s): _____
6	Assigned Review Forum: CAR COMMITTEE: _____ Scheduled Review Date: _____
7	Disposition: _____



One Chestnut Place
10 Chestnut Street, Suite 410
Worcester, MA 01608-2898
www.premierins.com

Richard J. Connors
Chief Operations Officer
TEL: 508 751-4322
FAX: 508 751-4398

January 14, 2003

**FIRST CLASS AND
CERTIFIED MAIL**

Ace Insurance Agency
675 Warren Ave
Brockton, MA 02301

Attn: Mr. Jose Jorge

Re: Notice of Termination of Private Passenger Producer Agreement and Authority
to Bind Coverage on behalf of The Premier Insurance Company of Massachusetts

Dear Mr. Jorge:

PLEASE TAKE NOTICE that, pursuant to Rules 13(B)(3)(g) and 14(B) of the Commonwealth Automobile Reinsurers ("CAR") Rules of Operation, the Private Passenger Producer Agreement executed by and between Ace Insurance Agency ("Ace") and The Premier Insurance Company of Massachusetts ("Premier"), and the authority to bind insurance coverage on behalf of Premier granted therein to Ace, are hereby terminated effective February 14, 2003.

The reason for Premier's termination of the Agreement and Ace's binding authority is as follows:

Ace has repeatedly failed to quote proper premiums based on information provided by applicants for the coverage requested (in violation of CAR Rules 13(B)(3)(g) and 14(B)(1)(k)), by basing premium quotes on data known to be false.

PLEASE TAKE FURTHER NOTICE that, pursuant to CAR Rule 13(B)(3)(g), you may request that CAR review this termination by submitting a completed "Request for Review" form to CAR within thirty (30) days of the delivery of this notice. Enclosed please find a copy of CAR Rule 13, together with a "Request for Review" form. In the event that you choose to request review of this termination, please forward a copy of your completed "Request for Review" form to the undersigned.

Sincerely,


Richard J. Connors

Enclosures

cc: Mr. Timothy J. Costain, C.A.R.

C.A.R.
DOCKET # AK03.06
EXHIBIT # 1
PAGE 7 OF 7

Travelers

COMMONWEALTH AUTOMOBILE REINSURERS

REQUEST FOR REVIEW/RELIEF

(pursuant to Rule 20, CAR Rules of Operation)

Please complete in type or print in ink.

Requestor's Name/Title: Mona L. Mazzucco President
 Signature: Mona L. Mazzucco Date: 2-7-03
 Agency or Company Name: Mazzucco Insurance Agency Inc.
 Address: 793 Crescent Street
 City/Town: Brockton State: MA ZIP Code: 02302
 Telephone #: (508) 580-2223 Fax #: (508) 588-4274

Representation: If represented by counsel or other party please complete the following:
 (Representation by counsel is not required):

Name of Rep: _____

Firm: _____

Address: _____

City/Town/St/ZIP: _____

Telephone #: _____

Fax #: _____

C.A.R.
 DOCKET # MR 03-07
 EXHIBIT # 1
 PAGE 1 OF 5

1

Reason For Review: A. Concisely summarize the reason(s) for your request for review
 identifying the nature of your grievance or request for relief.)
 B. Identify the specific relief sought.

- 1.) Rescind Arbella's Notice of Termination issued on January 9, 2003.
- 2.) Request a probationary period to demonstrate agency's compliance to Arbella/CAR guidelines.
- 3.) Rescind Arbella's Notice of Termination issued on January 9, 2003 to allow for the sale of the agency and provide new owners w/ opportunity to retain FRP apptmt to service clients.

2

Details of Aggrievement(s): (Provide specific detail for each reason cited above including references to violations of CAR Rules, the agency contract, or established practices of CAR or one of its members. Include historical reference, where appropriate. (Attach supporting documentation.)

RECEIVED

FEB 10 2003

- 1) Arbella's refusal to allow for a probationary period to demonstrate agency compliance.
- 2) Arbella's refusal to rescind Notice of Termination to allow for sale of agency and new owners an opportunity to retain ERP appointment to service clients.
- 3) Possibility of Arbella restricting the Agency's servicing of existing book of business.

C.A.R.

DOCKET # LR03.03

EXHIBIT # 1

PAGE 2 OF 5

3

Action(s) Taken to Date to Resolve the Matter: (Cite when you first became aware of each item/issue being contested and what steps were taken to mitigate the matter prior to this request for a formal review.)

- 1) Hiring personnel through various sources including a CSR placement service.
- 2) Purchased computer hardware, software, + reviewing agency management products to purchase.
- 3) Licensed and CAR certified personnel.
- 4) Entered into negotiations w/ Arbella in order for company to rescind Notice of Termination.

Scheduling of Review: Upon receipt of a completed Request for Review Form a date will be established within 15 working days, pursuant to CAR Rule 20. Once a date has been confirmed, CAR will issue a written notification to affected parties. Any parties wishing to present written exhibits to be considered at the Committee meeting shall submit them to CAR's Docket Clerk no later than 5 business days prior to the scheduled meeting date. Written exhibits submitted to CAR within 5 business days of the scheduled meeting date will not be entered on the docket but must be directly to the Committee at the meeting itself. It will be left to the determination of the Committee as to whether these exhibits will be considered in their deliberations. In addition, parties submitting exhibits directly to the Committee are expected to be prepared to provide a minimum of 25 copies. Parties should provide copies of ALL exhibits and

documentation that they wish considered in the matter to the opposing party in concert with their submissions to CAR and/or the Committee. A request for a continuance on a review of the matter will be granted upon the agreement of all parties. All other requests for continuances must be physically presented to the assigned Committee for approval.

15 Day Waiver (CAR Rule 20): Initial if waiving the need for a review within 15 days:

I waive the 15 day review window pursuant to CAR Rule 20: (Initial): _____

**PLEASE NOTE: THIS FORM MUST BE COMPLETED AND RETURNED TO CAR
PRIOR TO THE INITIATION OF A FORMAL REVIEW PURSUANT TO
RULE 20, CAR RULES OF OPERATION**

FOR COMPLETION BY CAR OFFICE – DO NOT WRITE BELOW	
4	Assigned Docket Number:
5	Related Docket Number(s):
6	<div>Assigned Review Forum:</div> <div>CAR COMMITTEE: _____</div> <div>Scheduled Review Date: _____</div> <div style="text-align: right;">C.A.R. DOCKET # <u>LR 03.07</u> EXHIBIT # <u>1</u> PAGE <u>3</u> OF <u>5</u></div>
7	Disposition:



Mutual Insurance Company

1100 Crown Colony Drive
P.O. Box 699103
Quincy, MA 02269-9103
617 328-2800

CERTIFIED MAIL 7000 1530 0000 4828 7717

January 9, 2003

Ms. Mona L. Mazzucco
Mazzucco Insurance Agency
793 Crescent Street
Brockton, MA 02302

C.A.R.
DOCKET # MA03.07
EXHIBIT # 1
PAGE 4 OF 5

Dear Mona:

Please be advised that due to continuing violations of the exclusive representative producer requirements as stipulated in the Commonwealth Automobile Reinsurers Rules of Operation and in accordance with the Arbella Mutual Insurance Company ("Arbella") Representative Producer Agreement, your Exclusive Representative Producer agreement is terminated effective February 11, 2003.

This termination is the result of repeated violations of CAR Rules 14, B, 1 (b) and (i) which state:

"It will be the ongoing responsibility of an agent or broker which has an Exclusive Representative Producer appointment to a Servicing Carrier to fulfill the following requirements as well as the eligibility criteria in Rule 14, A, 2 (e). Failure to do so will result in termination of said appointment.

b. Report all coverages bound and all registrations/titles certified to the Servicing Carrier within two working days after binding coverages or certifying a registration.

i. Properly order endorsements"

Despite numerous attempts to work with the agency over the past two years, these violations continue.

On September 19, 2001, we wrote to you regarding six endorsements that were submitted by your agency more than two working days after binding coverage. We understood that in 2000 your office experienced a small fire which resulted in your agency misplacing some files however we explained that submission of late applications or endorsements is a violation of CAR Rule 14 and that repeated violations could result in the termination of your ERP agreement.

RECEIVED

JAN 13 2003

COMMONWEALTH
AUTOMOBILE REINSURERS

During the third quarter of 2001, we wrote to you notifying you of four additional endorsements that were submitted by your office more than two working days after coverage had been bound. In three of these cases, the endorsement was submitted more than thirty days after coverage was bound. In each case you were notified that your submission was a violation of CAR Rule 14, B, 1 (b)

On July 17, 2002, we wrote to you regarding eighteen endorsements and ten applications that were submitted more than thirty working days after coverage was bound. At this point, we felt that sufficient time had passed since the date of your office fire and that all backlog should have been processed.

On July 31, 2002, we wrote to you regarding four endorsements submitted by your office more than thirty days after coverage was bound. In this letter you were notified that your practice of submitting endorsements and applications late was cause for termination of your ERP agreement.

On August 22, 2002, we wrote to you regarding twenty-two endorsements submitted by your agency more than two working days after coverage was bound.

On November 11, 2002, we again write to you regarding three endorsement requests that were submitted by your office more than thirty days after coverage had been bound.

Due to your agency's continuing practice of submitting endorsements and applications more than two working days after binding coverage, Arbella is hereby terminating its ERP agreement with Mazzucco Insurance Agency effective February 11, 2003. This termination will apply to both personal and commercial automobile.

Please be advised that under current CAR rules, you have the right to appeal this termination within thirty (30) days of the date of termination (refer to CAR Rule 20). Enclosed is a copy of CAR Rule 14,B,1; Car Rule 20 and a Request for Review/Relief.. This is the form prescribed by CAR for use if you choose to appeal this termination.

Sincerely,



Andrea Mac Kay, CPCU
Assistant Vice President
Personal Lines Underwriting

C.A.R.
DOCKET # MR03.07
EXHIBIT # 1
PAGE 5 OF 5

Cc: Timothy Costain, Commonwealth Automobile Reinsurers
Roberta Fitzpatrick, Esq., Mintz, Levin, Cohen, Ferris, Glovsky & Pompeo, P.C.
Don Barber, Senior Vice President, Underwriting and Marketing
Jim Glasser, Assistant Vice President, Corporate Marketing

C.A.R.
DOCKET # MR 03.08
EXHIBIT # 1
PAGE 1 OF 31

LAW OFFICES OF RICHARD F. WHOLLEY
378 SOUTH MAIN STREET
BRADFORD, MA 01835

Telephone: (978) 556-0899

Facsimile: (978) 556-0898

The original of the transmitted documents will be sent by:

☒ Ordinary Mail

☐ Overnight Mail

☐ Messenger

☐ This will be the only form of delivery of the transmitted document.

FACSIMILE TRANSMISSION COVER SHEET

TO: Timothy J. Costain, Market Relations Manager

FAX NO.: (617) 338-5422

FROM: Richard F. Wholley, Esq.

DATE: February 20, 2003

RE: Andre N. Ramy Insurance Agency
Vs Premier Insurance Company

PAGES TO FOLLOW: 30

RECEIVED

FEB 20 2003

COMMUNICATIONS
AUTOMOBILE
INSURANCE

IMPORTANT, PLEASE READ

The information contained in this facsimile message is intended only for the personal and confidential use of the designated recipient's name above. This message may be an attorney-client communication and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail. Thank you.

If there are any problems with this transmission, please telephone us at (978) 556-0899.

LAW OFFICES OF RICHARD F. WHOLLEY

378 SOUTH MAIN STREET
BRADFORD, MA 01835



Email: rwholley.lawrfw@verizon.net
Admitted in Massachusetts and
New Hampshire State and Federal Courts

TELEPHONE: (978) 556-0899
FACSIMILE: (978) 556-0898

February 20, 2003

**VIA FACSIMILE (617) 338-5422
AND FIRST-CLASS MAIL**

ur C.A.R.
DOCKET # 03.08
EXHIBIT # 1
PAGE 2 OF 31

Timothy J. Costain
Market Relations Manager
Commonwealth Automobile Reinsurers
100 Summer Street
Boston, MA 02110

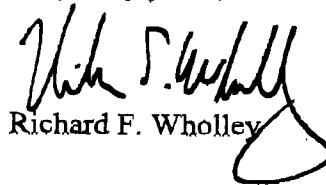
**Re: Andre N. Ramy Insurance Agency
vs. Premier Insurance Company**

Dear Mr. Costain:

Enclosed please find a Request for Review/Relief, with supporting documentation, relative to the above matter. Kindly place this matter on the hearing list for the March 4, 2003 Market Review Committee meeting.

Thank you for your courtesy and cooperation in this matter and should you have any questions, please feel free to contact me at any time.

Very truly yours,


Richard F. Wholley

RFW/kmb
Enclosure

cc: Richard J. Connors, Esq., Premier Insurance Company
Andre N. Ramy (via facsimile only at 978-452-1313 (Request for Review only))

ASSOCIATED WITH:

TUCKER, HEIFETZ & SALTZMAN, LLP, THREE SCHOOL STREET, BOSTON, MA 02108
TELEPHONE: (617) 557-9696 FACSIMILE: (617) 227-9191

COMMONWEALTH AUTOMOBILE REINSURERS C.A.R.

REQUEST FOR REVIEW/RELIEF

DOCKET # MR03.08EXHIBIT # 9

(pursuant to Rule 20, CAR Rules of Operation)

PAGE 3 OF 31

Please complete in type or print on ink

Requestor's Name/Title: Andre N. Ramy / Insurance brokerSignature: [Signature] (counsel)Date: 2/20/03Agency or Company Name: Andre N. Ramy Insurance AgencyAddress: 1280 Westford StreetCity/Town: LowellState: MAZIP Code: 01851Telephone #: (978) 452-1000Fax #: (978) 452-1313Representation: I am represented by counsel or, if not, please complete the following
(Representation by counsel is not required)Name of Rep: Richard F. WholleyFirm: Law Offices of Richard F. WholleyAddress: 378 South Main StreetCity/Town/St/ZIP: Bradford, MA 01835Telephone #: (978) 556-0899Fax #: (978) 556-0898

Reason For Review: A. Concisely summarize the reason(s) for your request for review

identifying the nature of your grievance or request for relief

B. Identify the specific relief sought

The wrongful termination of Requestor's Exclusive Representative Producer Agreement with Premier Insurance Company. Premier has notified Mr. Ramy that the termination is to be effective February 21, 2003. It is Mr. Ramy's position that the purported termination has been advanced in bad faith and must be overturned forthwith. Mr. Ramy's agency has substantially performed its obligations under the subject ERP Agreement and applicable CAR Rules of Operation. Premier's apparent motive for the attempted termination is troubling and will be explored at the hearing. Mr. Ramy requests full reinstatement without any probationary period being imposed.

2 Details of Aggravement(s) Provide specific detail for each reason cited above indicating reference to violations of C.A.R. Rules, the agency contract, or established practices of C.A.R. or one of its members include historical reference, where appropriate. Cite supporting documentation.

Applicable documentation is attached. Premier performed an audit and the results are attached. The initial requests for a number of policy issues were rectified in a most timely manner. The balance of the audit evidences that this particular ERP has performed extremely well and termination is entirely inappropriate. Many of the issues are insurer-insured as opposed to insurer-ERP issues. Finally, the notice of termination letter (attached) does not even set forth the specific factual bases for the purported termination which makes responding to same an exercise in futility.

C.A.R.

DOCKET # URP3.08

EXHIBIT #

PAGE 4 OF 31

3 Action(s) Taken to Date to Resolve the Matter / Cite when you first became aware of each item, such being contested and what steps were taken to mitigate the matter prior to this request for a formal review.

Counsel for Mr. Ramy telephoned Premier in an effort to resolve this dispute. He was informed that Premier desired to "roll the dice."

Scheduling of Review: Upon receipt of a completed Request for Review Form a date will be established within 15 working days pursuant to CAR Rule 20. Once a date has been confirmed, CAR will issue a written notification to affected parties. Any parties wishing to present written exhibits to be considered at the Committee meeting shall submit them to CAR's Docket Clerk no later than 5 business days prior to the scheduled meeting date. Written exhibits submitted to CAR within 5 business days of the scheduled meeting date will not be entered on the docket but must be directly to the Committee at the meeting itself. It will be left to the determination of the Committee as to whether these exhibits will be considered in their deliberations. In addition, parties submitting exhibits directly to the Committee are expected to be prepared to provide a minimum of 25 copies. Parties should provide copies of ALL exhibits and documentation that they wish considered in the matter to the opposing party in concert with their submissions to CAR and/or the Committee. A request for a continuance on a review of the matter will be granted upon the agreement of all parties. All other requests for continuances must be physically presented to the assigned Committee for approval.

15 Day Waiver (CAR Rule 20): Initial if waiving the need for a review within 15 days:

I waive the 15 day review window pursuant to CAR Rule 20: (Initial): _____

PLEASE NOTE: THIS FORM MUST BE COMPLETED AND RETURNED TO CAR PRIOR TO THE INITIATION OF A FORMAL REVIEW PURSUANT TO RULE 20, CAR RULES OF OPERATION.

FOR COMPLETION BY CAR OFFICE - DO NOT WRITE BELOW

4	Assigned Docket Number:	
5	Related Docket Number(s):	
6	Assigned Review Forum:	
	CAR COMMITTEE:	C.A.R. DOCKET # <u>LR03.08</u> EXHIBIT # <u>1</u> PAGE <u>5</u> OF <u>31</u>
	Scheduled Review Date:	_____
7	Disposition:	



One Chestnut Place
10 Chestnut Street, Suite 410
Worcester, MA 01608-2828
www.premierins.com

October 23, 2002

Andre N. Ramy
Andre N. Ramy Insurance
1280 Westford Street
Lowell, MA 01851

Dear Mr. Ramy:

I am writing to advise you of an audit on October 23, 2002, to review your automobile business files. We will be arriving at your office between 9:00 and 10:00 in the morning. The purpose of our review will be to verify compliance with state laws and regulations as well as Premier Insurance Company's guidelines and procedures.

We will make every effort to be as non-disruptive as possible and appreciate your cooperation with this review.

We are looking forward to meeting you on the 23rd. Following the audit, I will send a written summary of our findings. In the meantime, if you need to contact me, I can be reached at 508-751-4332.

Sincerely,

Patricia J. Covell
Compliance Analyst

C.A.R.
DOCKET # 4203.08
EXHIBIT # 1
PAGE 6 OF 31

Travelers



One Chestnut Place
10 Chestnut Street, Suite 300
Worcester, MA 01608-2898
www.premierins.com

October 24, 2002

Andre N. Ramy
Ramy Insurance Agency
1280 Westford Street
Lowell, MA 01851

RE: Compliance Audit

Dear Andre:

It was a pleasure to see you and Amy the other day while we were conducting our compliance audit at your agency. I hope that we were not too distracting.

We found several policies that warrant immediate action. I have outlined them on the attached sheet and we will be taking the proper action effective the last change date or the original effective date if there is no other change in the way.

Please note that a formal letter from Pat Covell will also be forthcoming with a complete synopsis of the audit results.

Should you have any questions regarding these changes, please feel free to contact me.

Very truly yours,

Donna Sabourin

Donna Sabourin
PL Analyst/Underwriting
PREMIER INSURANCE COMPANY

/ds

Enc.

cc: Tony Corvelo
Pat Covell

C.A.R.
DOCKET # LR03.08
EXHIBIT # 1
PAGE 7 OF 31

NAME	POLICY NUMBER	ACTION TO BE TAKEN	EFF. DATE OF CHANGE
Ruth Namusisi	920353382 132 1	Remove low mileage discount – <i>form not complete</i>	09/22/2002
Rachael Guay	920346414 132 1	Remove low mileage discount – <i>Can not be 2 miles to Boston from Gloucester</i>	06/06/2002
Anilkumar Payyanvalappil	920388562 132 1	Change Step to 15 – <i>Did not receive prior driving record</i>	10/11/2002
Rahul Dev	920349127 132 1	Change Step to 15 – <i>Did not receive prior driving record</i>	03/12/2002
Theresa Chirwa	920335290 132 1	Remove low mileage discount – <i>No form in file</i>	01/08/2002
Chayphet Chandaoleuang	920372503 132 1	Remove low mileage discount from veh. #2 – <i>Can not be 4 miles to Littleton from Lowell</i>	07/17/2002
Nader Shahin	920386065 132 1	Change Step to 15 – <i>Did not receive prior driving record</i>	09/16/2002
Marilena Popescu	920328727 132 1	Change Step to 15 – <i>Did not receive prior driving record</i>	12/05/2001
George Njau	920380498 132 1	Change Step to 15 – <i>Did not Receive prior driving record</i>	08/27/2002
Muriithi K. Ngetha	920357007 132 1	Change Step to 15 – <i>Did not receive original driving record</i>	04/27/2002
Grisela Colon	920357015 132 1	Remove low mileage discount – <i>No form in file</i>	04/27/2002
Alerhea Cormier	920363725 132 1	Remove low mileage discount – <i>Form not complete</i>	06/04/2002
Keng Hsien Kuo	920348261 132 1	Remove low mileage discount – <i>No form in file</i> Change Step to 15 – <i>Did not receive original driving record</i>	03/08/2002
Catherine Karumba	920335286 132 1	Remove low mileage discount – <i>No form in file</i>	12/28/2001
Wilfredo Calma	920347036 132 1	Remove low mileage discount – <i>Form not complete</i>	03/09/2002
Racheal Kabi	920348458 132 1	Change Step to 15 – <i>Did not receive original driving record</i>	03/12/2002
Loraine Abreu	920386071 132 1	Remove low mileage discount – <i>Form not complete</i>	10/19/2002
Vishnuprasa Panchal	920379615 132 1	Change Step to 15 – <i>Did not receive prior driving record. Prior Michigan license issued 4/16/2001</i>	08/20/2002
David Hudson	920379612 132 1	Remove low mileage discount – <i>Form not signed</i>	10/02/2002
Peter Waruingi	920338919 132 1	Change Step to 15 – <i>Did not receive prior driving record. Georgia license issued 1/08/2002.</i>	04/11/2002
Satish Sharma	920373173 132 1	Change Step to 15 – <i>Foreign License expired</i>	06/24/2002

C.A.R.
DOCKET # LR03.08
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PAGE 8 OF 31

[Click here and type return address and phone and fax numbers]

PREMIER INS. CO.

Fax

To: Andre Ramy **From:** Donna Sabourin

Fax: (978)452-1313 **Pages:** 3

Phone: **Date:** 11/04/02

Re: Add'l findings from the Audit **CC:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Andre:

I'm sorry to hear you had a death in the family. Our sympathy to you & your family.

After further research from our compliance audit, I have attached a list of policies that we need answers on. Please review and get back to me when you can.

Thanks,

Donna

C.A.R.
DOCKET # 11203.08
EXHIBIT # 1
PAGE 9 OF 31

Policy #920256255 132 1 – Malissia Allard

- Both vehicles on this policy are registered to Ziad Akl. Why is Malissia named insured?

Policy #920256271 132 1 – Karen L. Tibbetts-Slez

- Brian Slez should also be a named insured.
- Veh. #3 (88 Buick) is registered to Brian

Policy #920255431 132 1 – Tahira S. Choudhry

- Vehicle #3 (99 Volks Jetta) is registered to Fatima.
- Fatima should be the principal operator
- Fatima should not be deferred – she has no other policy or charged anywhere
- Fatima needs her own policy.

Policy #920264708 132 1 – Nasib H. Rami

- Vehicle #1 (89 Cadillac Brougham) is registered to Andre.
- Andre is deferred – I could not find another policy for Andre
- Nasib is principal on both vehicles??

Policy #920255215 132 1 – Esther Njogu & Charles Gitau

- What is their relationship?

Policy #920255220 132 1 – Younan H. Ibrahim & Mary Riad

- What is their relationship?

Policy #920255669 132 1 – Jason R. Bazemore & John Thibeault

- Who is John Thibeault to Jason?
- Vehicle #2 (2001 Honda) is leased to John
- Both cars getting multi-car discount – not eligible (not husband & wife)
- John not principal on veh. #2
- John Has a Maine license – does he live in Mass?
- Each other need their own policy

Policy #920338671 132 1 – William Bou Nassif

- Why is William a named insured – both cars are registered to Edward

Policy #920342150 132 1 – Felix DeJeaus

- Who is Rocio Mendez to Felix?
- Veh. #1 (94 Mercury) is registered to Rocio

Policy #920276050 132 1 – Fabio M. Acovedo & Dary Posada

- Who is Dary Posada to Fabio Acovedo
- Veh. #2 (96 Nissan) is registered to Dary

Policy #920357006 132 1 – Juan Acosta & Juan Acosta, Jr.

- Why is Juan, Jr. a named insured?
- Veh. #3 (86 Mercedes) is registered to Juan, Jr.
- Juan, Jr. has his own policy with Premier #920357016 132 1
- Why isn't the 86 Mercedes on Juan, Jr's own policy?
- Veh. #3 should be Class 21 not Class 10 – also should be Step 15 not 9

Policy #920293671 132 1 – David Hebert & Beth K. Archer

- Who is Beth K. Archer to David
- Veh. #2 (95 Volks) is registered to Beth.

Policy #920312351 132 1 – Maged Armanious & Ameir A. Mansour

- Who is Ameir to Maged?

C.A.R.
DOCKET # MR03.08
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- Veh. #2 (93 Isuzu) is registered to Amair
 - Policy #920384143 132 1 - Faith N. Njenga & Peter N. Nginyo
 - Who is Peter to Faith?
 - Veh. #1 (98 Dodge) is registered to Peter
 - Faith has a different address than Peter and this policy.
 - Policy #920311443 132 1 - Moses C. Mugo & Agnes W. Macharia
 - Who is Agnes to Moses?
 - Veh. #2 (90 Toyota) is registered to Agnes
 - Policy #920255298 132 1 - Jose E. Jimenez & Eduardo Jose Jimenez
 - Who is Eduardo to Jose
 - Veh. #2 (92 Volks) is registered to Eduardo
 - Eduardo has his own policy with Premier #920326976 132 1.
 - Why isn't veh. #2 on Eduardo's own policy?
 - Veh. #2 should be Class 21 not 10 and Step 15 not 9
 - Policy #920317372 132 1 - Joilton Azeredo & Joao Luis Boliemy
 - Who is Joao to Joilton?
 - Veh. #3 (91 Toyota) is registered to Joao
 - Joao has a Florida license - does he live in Mass?
 - Policy #920374302 132 1 - Thomas M. Delmore, Jr. & Thomas M. Delmore
 - Why both are both Thomas' listed as named insured?
 - Veh. #2 (94 Ford) is registered to Gerald, Jr.
 - Veh. #4 (95 Lincoln) is registered to Gerald, Sr.
 - Veh. #2, #3 & #4 were added to this policy eff. 7/28/02 after Policy #920256838 132 1 cancelled for non-payment.
 - Why wasn't the \$1,305.00 collected on the cancelled policy?
 - Did Thomas give permission to add these vehicles?
 - Gerald, Jr. & Gerald, Sr. need their own policy
 - Policy #920256522 132 1 - Tom Delmore & Sharon Delmore
 - Veh. #1 (2000 Cadillac) is leased to Gerald
 - This vehicle should be on Gerald's own policy.
 - Policy #920256515 132 1 - Thomas M. Delmore & Gerald Delmore
 - Veh. #1 (94 Ford) is registered to Gerald, Jr.
 - Veh. #4 (93 Dodge) is registered to Gerald, Sr.
 - Both Gerald's are no listed as drivers
- ALL OF THE ABOVE POLICIES FOR THE DELMORE'S HAVE A DIFFERENT ADDRESS?**

C.A.R.
 DOCKET # NR03.08
 EXHIBIT # 1
 PAGE 11 OF 31

Ramy Insurance Agency



1230 Watford St. Lowell, MA 01851

TEL:

978-452-1000

FAX:

978-452-1313

Facsimile Transmittal

E-Mail: RamyInsurance@hotmail.com

Donna Sabourin

508-751-4399

To: _____ Fax: _____
From: Andre Ramy _____ Date: 11/14/2002
Re: _____ Pages: 6 including cover
CC: For your Review _____
☒ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Notes: _____ Hi Donna, Sorry we took so long to get this to you. I have been swamped with commercial renewals, and auto renewals this time of year are heavy upon us. I have put together the list of changes and endorsements that required immediate attention on my part. I have also attached 2 copies of letters we have sent insureds. Please let me know if there is anything else that is needed. Again sorry for the delay.

C.A.R.
DOCKET # 11/203:08
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CONFIDENTIAL

November 14, 2002

Policy # 920256255 132 1 - Malissia Allard

- is married to Ziad Akl, I have endorsed policy to reflect Ziad Akl as insured.

Policy # 920256271 132 1 - Karen Tibbetts-Slez

- Brian Slez, husband of Karen, is now added as additional insured

* Policy # 920255431 132 1 - Tahlra Chouldhry

- Insured has been informed of situation, Fatima is coming in to open her own policy

Policy # 920264708 132 1 - Nasib H. Rami

- Andre is now insured on policy, and undeffered
- Vehicle #2 is removed
- Andre has own business auto policy and does not use vehicles
- Nasib was driver on both, since auto #1 is not a winter vehicle

(ATTACHED COPY)

Policy # 920255215 132 1 - Esther Njogu & Charles Gitau

- insureds are married

Policy # 920255220 132 1 - Younan H. Ibrahim & Mary Riad

- insureds are married

* Policy # 920255669 132 1 - Jason R. Bazemore & John Thibeault

- John is stepfather of Jason
- John lives in Mass but has Maine license
- John Thibault will be insuring vehicle with other Carrier 11/14/2002

Policy # 920338671 132 1 - William Bou Nassif

- Edward is now insured per CGI endorsement. They are brothers.

Policy # 920342150 132 1 - Felix DeJesus

- Rocio Mendez is wife of Felix

Policy # 920276050 132 1 - Fabio M Acevedo & Dary Posada

- Fabio and Dary are married

Policy # 920357006 132 1 - Juan Acosta & Juan Acosta, Jr.

- Vehicle #3 (86 Mercedes) is now moved to policy 920357016 132 1
- Class 21 and Step 15 now apply to this vehicle

Policy # 920293671 132 1 - David Hebert & Beth K. Archer

- David and Beth Archer are married.

Policy # 920312351 132 1 - Maged Armanious & Amier A. Mansour

- Amier is father of Maged
- Policy is cancelling on 11/15/2002, insureds are selling both cars, Maged leaving to Egypt.

C.A.R.
DOCKET # M1203.08
EXHIBIT # 1
PAGE 13 OF 31

Policy # 920384143 132 1 - Faith N Njenga & Peter N. Nginyo

- Peter is married to Faith
- Faith did not update her address since their wedding last year, has been informed to do so.

Policy # 920311443 132 1 - Moses C Mugo & Agnes W. Macharia

- Agnes and Moses are husband and wife

Policy # 920255298 132 1 - Jose E. Jimenez & Eduardo Jimenez

- Eduardo is son of Jose Jimenez
- Vehicle #2 is no longer a 92 Volkswagon, registered to Euardo.
- Vehicle #2 is now a 92 Honda Civic, registered to Jose Jimenez.
- Eduardo has own poicy, to which he is deferred.

Policy # 920317372 132 1 - Joilton Azeredo & Joao Luis Belieny *

- Joao is brother to Joilton
- Joao has been informed that he must open his own policy and get a Mass license
- Joao does live in Mass though he currently has a Florida license

Policy # 920374302 132 1 - Thomas M Delmore, Jr & Thomas M Delmore

- Thomas and Thomas Jr are father and son. Thomas Jr. has his own policy now with other carrier
- Policy is now under name of Gerald Delmore Jr. He is the only named insured.
- Vehicle # 1 (95 Acura) is now replaced and removed to policy under Thomas Delmore Jr.
- Vehicle # # (93 Mazda) is now removed placed with policy for Thomas Delmore Jr.
- Vehicle # 4 (95 Lincoln) is removed and has been removed and sold.
- 920256838 132 1 was cancelled and Thomas had sent a check to Premier, we are currently looking for it, I have advised Mr. Thomas Delmore to come in to the office and pay the \$1,305.00 since we are unable to find it.
- Gerald and Gerald Jr. now have their own policies.

Policy # 920256522 132 1 Tom Delmore & Sharon Delmore

- Vehicle #1 (2000 Cadillac) has been removed and placed onto policy under Gerald Delmore
- 920256515 132 1 name of Gerald Delmore

Policy # 920256515 132 1 - Thomas M Delmore & Gerald Delmore

- named insured is now Gerald Delmore only
- Thomas has been removed as insured
- All vehicle are registered to Gerald Delmore Sr. now.
- 11/14/2002 Gerald Delmore Sr. has been added as driver
- 11/14/2002 Gerard Delmore Jr. has been added as driver

The Delmore policies have different address due to each Delmore living in a different home. Each family member is responsible for a policy for payment of premiums.

* Denotes pendig policy being opened to remove a vehicle and or insured to their own policy.

C.A.R.
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PAGE 14 OF 31

MASSACHUSETTS BUSINESS AUTO POLICY
RENEWAL DECLARATION * * * * EFFECTIVE 02/01/2002

GAC 1983102

POLICY NUMBER
GAC 1983102

COMPANY
PILGRIM INSURANCE COMPANY

DIRECT BILL
AGENCY PROD

ITEM ONE- NAMED INSURED AND ADDRESS AGENT PH(978) 452-1000 900064 00

ANDRE N RAMY INS AGENCY
1280 WESTFORD ST
LOWELL MA

01851-2732

RAMY INSURANCE AGENCY
1280 WESTFORD STREET
LOWELL MA

01853

POLICY PERIOD - FROM 02/01/2002 TO 02/01/2003 12:01 AM STANDARD TIME AT THE
NAMED INSUREDS ADDRESS STATED ABOVE.
FORM OF NAMED INSUREDS BUSINESS - OTHER

ITEM TWO- SCHEDULE OF COVERAGES AND COVERED AUTOS

THIS POLICY PROVIDES ONLY THOSE COVERAGES WHERE A CHARGE IS SHOWN IN THE PREMIUM COLUMN BELOW. EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE "AUTOS" SHOWN AS COVERED "AUTOS". "AUTOS" ARE SHOWN AS COVERED "AUTOS" FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE "COVERED AUTO" SECTION OF THE BUSINESS AUTO COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE.

COVERAGES	COVERED AUTOS	LIMIT- THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY			
COMPULSORY B. I.	7	\$20,000 EACH PERSON \$40,000 EACH ACCIDENT	\$356
OPTIONAL B. I.	7 8 9	\$100,000 EACH PERSON \$300,000 EACH ACCIDENT	\$568
PROPERTY DAMAGE	7 8 9	\$100,000 EACH ACCIDENT	\$441
PERSONAL INJURY PROT	7	\$8,000 EACH PERSON	\$34
AUTO MEDICAL PAYMNTS	7	\$5,000	\$6
UNINSURED MOTORIST			
BODILY INJURY	7	\$100,000 EACH PERSON \$300,000 EACH ACCIDENT	\$74
UNDERINSURED MOTORIST			
BODILY INJURY	7	\$100,000 EACH PERSON \$300,000 EACH ACCIDENT	\$134

AGENT'S COPY

C.A.R.
DOCKET # MR03.08
EXHIBIT # 1
PAGE 15 OF 31



RAMY INSURANCE AGENCY

Auto • Home • Life • Business

1280 Westford St.
Lowell, MA 01851
Tel: (978) 452-1000
Fax: (800) 508-1331

November 6, 2002

To: Our Valued Customer

As you may know, our insurance agency is subject to periodic review and analysis for proper documentation and financial integrity. This periodic audit is required by Massachusetts law in order to enforce compliance with all statutes and regulations regarding insurance coverage in the state. Recently, a review of our agency files revealed missing data or documentation relative to your original application for insurance with our insurance agency.

Our annual review is conducted on a random basis, and as a result of this random selection, your policy was chosen for analysis. In looking closely at your application, we have found a proper driving record from your native country was never submitted to our office in a timely manner. This has resulted in an endorsement to your policy which has created an increase in your annual premium. Attached to this letter, you will find a new Coverage Selections Page for your Massachusetts Automobile Insurance Policy. Should you have any question regarding this change in your policy, please contact my office at 978-452-1000. We are here to assist you in any way we can. We regret any inconvenience this may cause you.

Sincerely Yours,

Andre N. Ramy

C.A.R.
DOCKET # 11203.08
EXHIBIT # 1
PAGE 16 OF 31



RAMY INSURANCE AGENCY

Auto • Home • Life • Business

1280 Westford St.
Lowell, MA 01851
Tel: (978) 452-1000
Fax: (800) 508-1331

November 14, 2002

To: Our Valued Client,

Enclosed, you will find your automobile insurance policy that renews on the date indicated. Your insurance policy renews automatically, and requires no paperwork or signature on your part. In the next few weeks, you will be receiving your first invoice for the initial installment that will begin the renewal period. Please keep in mind, the initial installment will be 20% of your total premium, followed by 8 equal payments of 10% each.

We ask that you review your policy for accurateness, as well as coverage. In reviewing your policy, please pay particular attention to the bodily injury limits you have selected. In this day and age, bodily injury has become an increasingly expensive liability, due to the high cost of litigation. Given this risk, *we recommend, as always, that Part 5 of your policy, (Optional Bodily Injury to Others) be set at a limit of \$100,000 per person and \$300,000 per accident. Additionally, we would like to remind you of the importance of including on your policy, any operator that lives in your household, or any operator who may use your vehicle(s) on a regular basis.*

We would like to take this opportunity to thank you for your business, and to remind you that our agency continues to offer other forms of insurance. **In addition to AUTO, we provide HOME, LIFE and BUSINESS** lines of insurance. In particular, if you purchase homeowners or renters insurance, you will qualify for a multi policy discount on the homeowners policy, as well as eliminate the monthly installment fee on the auto policy.

Since the growth of our agency is dependent upon the referral of good customers such as yourself, we ask that you keep us in mind should someone you know have a need for insurance services. We thank you in advance for any clients you may refer to our office.

We have enjoyed serving you in the year that has passed, and we look forward to serving you in the years to come. Please feel free to contact our office with any change you may wish to make to your policy. We can be reached at ph: 978-452-1000, or by fax at 1-800-508-1331.

Sincerely Yours,

RAMY INSURANCE AGENCY
Management and Staff

C.A.R.
DOCKET # URO3.08
EXHIBIT # 1
PAGE 17 OF 31

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1351
CONNECTION TEL 915087514399
CONNECTION ID
ST. TIME 11/14 13:15
USAGE T 02'08
PGS. SENT 6
RESULT OK

Ramy Insurance Agency

FAX: 978-452-1313

Facsimile TransmittalE-Mail: RamyInsurance@hotmail.com

Donna Sabourin

508-751-4399

C.A.R.
DOCKET # MR03.08
EXHIBIT # 1
PAGE 18 OF 31

To:

Fax:

From: Andre Ramy

Date: 11/14/2002

Re:

Pages: 6 including cover

CC: For your Review

☐ Urgent☐ For Review☐ Please Comment☐ Please Reply☐ Please Recycle

Notes: Hi Donna, Sorry we took so long to get this to you. I have been swamped with commercial renewals, and auto renewals this time of year are heavy upon us. I have put together the list of changes and endorsements that required immediate attention on my part. I have

Ramy Insurance Agency



1180 Westridge Drive, Suite 100, St. Louis, MO 63104

978-452-1000

FAX: 978-452-1313

Facsimile Transmittal

E-Mail: RamyInsurance@hotmail.com

Donna Sabourin

508-751-4399

To: _____ Fax: _____
From: Andre N. Ramy Date: ~~12/13/2002~~ 12/16/02
Re: Audit Issues Pages: 5
CC: _____
☒ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Notes: _____ Hi Donna, I just wanted to send this information along to you regarding the issues that were outstanding from our audit. As of now, all of the outstanding issues have been resolved regarding additional insureds being properly issued their own policies. I have also mailed a letter a month ago to those customers who have more than one vehicle but may not have a proper number of listed drivers. The letter I mailed is attached here for your review.

Thank you

Andre

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EXHIBIT # 1
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CONFIDENTIAL

December 9, 2002

- Policy # 920256255 132 1 - Malissia Allard
- is married to Ziad Akl, I have endorsed policy to reflect Ziad Akl as insured.
- Policy # 920256271 132 1 - Karen Tibbetts-Slez
- Brian Slez, husband of Karen, is now added as additional insured
- Policy # 920255431 132 1 - Tahira Chouldhry *
- Insured has been informed of situation, Fatima is coming in to open her own policy
- Fatima has come in and opened her own policy effective 12/06/2002
- Policy # 920264708 132 1 - Nasib H. Rami
- Andre is now insured on policy, and undeffered
- Vehicle #2 is removed
- Andre has own business auto policy and does not use vehicles
- Nasib was driver on both, since auto #1 is not a winter vehicle
- Policy # 920255215 132 1 - Esther Njogu & Charles Gitau
- insureds are married
- Policy # 920255220 132 1 - Younan H. Ibrahim & Mary Riad
- insureds are married
- Policy # 920255669 132 1 - Jason R. Bazemore & John Thibeault *
- John is stepfather of Jason
- John lives in Mass but has Maine license
- John Thibault will be insuring vehicle with other Carrier 11/14/2002
- Policy # 920338671 132 1 - William Bou Nassif
- Edward is now insured per CGI endosrment. They are brothers.
- Policy # 920342150 132 1 - Felix DeJesus
- Rocio Mendez is wife of Felix
- Policy # 920276050 132 1 - Fabio M Acevedo & Dary Posada
- Fabio and Dary are married
- Policy # 920357006 132 1 - Juan Acosta & Juan Acosta, Jr.
- Vehicle #3 (86 Mercedes) is now moved to policy 920357016 132 1
- Class 21 and Step 15 now apply to this vehicle
- Policy # 920293671 132 1 - David Hebert & Beth K. Archer
- David and Beth Archer are married.
- Policy # 920312351 132 1 - Maged Armanious & Amier A. Mansour
- Amier is father of Maged
- Policy is cancelling on 11/15/2002, insureds are selling both cars, Maged leaving to Egypt.

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Policy # 920384143 132 1 - Faith N Nienga & Peter N. Nginyo

- Peter is married to Faith
- Faith did not update her address since their wedding last year, has been informed to do so.

Policy # 920311443 132 1 - Moses C Mugo & Agnes W. Macharia

- Agnes and Moses are husband and wife

Policy # 920255298 132 1 - Jose E. Jimenez & Eduardo Jimenez

- Eduardo is son of Jose Jimenez
- Vehicle #2 is no longer a 92 Volkswagon, registered to Eduardo.
- Vehicle #2 is now a 92 Honda Civic, registered to Jose Jimenez.
- Eduardo has own policy, to which he is deferred.

Policy # 920317372 132 1 - Jollton Azeredo & Joao Luis Belieny

- Joao is brother to Jollton
- Joao has been informed that he must open his own policy and get a Mass license
- Joao does live in Mass though he currently has a Florida license
- Joao now is additional insured with his wife Carla Bernabal pol# 9203621021321

Policy # 920374302 132 1 - Thomas M Delmore, Jr & Thomas M Delmore

- Thomas and Thomas Jr are father and son. Thomas Jr. has his own policy now with other carrier
- Policy is now under name of Gerald Delmore Jr. He is the only named insured.
- Vehicle # 1 (95 Acura) is now replaced and removed to policy under Thomas Delmore Jr.
- Vehicle # 4 (95 Mazda) is now removed placed with policy for Thomas Delmore Jr.
- Vehicle # 4 (95 Lincoln) is removed and has been removed and sold.
- 920256838 132 1 was cancelled and Thomas had sent a check to Premier, we are currently looking for it, I have advised Mr. Thomas Delmore to come in to the office and pay the \$1,305.00 since we are unable to find it.
- Gerald and Gerald Jr. now have their own policies.

Policy # 920256522 132 1 - Tom Delmore & Sharon Delmore

- Vehicle #1 (2000 Cadillac) has been removed and placed onto policy under Gerald Delmore
- 920256515 132 1 name of Gerald Delmore

Policy # 920256515 132 1 - Thomas M Delmore & Gerald Delmore

- named insured is now Gerald Delmore only
- Thomas has been removed as insured
- All vehicle are registered to Gerald Delmore Sr. now.
- 11/14/2002 Gerald Delmore Sr. has been added as driver
- 11/14/2002 Gerald Delmore Jr. has been added as driver

The Delmore policies have different address due to each Delmore living in a different home. Each family member is responsible for a policy for payment of premiums.

Denotes pending policy being opened to remove a vehicle and or insured to their own policy.

nothing pending, all issues resolved AS
OF 12/10/02.

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RamyDriverCountVsVehicleCountOct12002[1]

AGENT	POLICY #	EFF DATE	NAME	DRIVER CNT	VEH CNT
0VK568	9203144341	20011002	WILLIAM F SCHAEFER	1	2
0VK568	9202553011	20011004	ANTONIO ROSA	2	3
0VK568	9202548081	20011006	RAGHIDA G RAMY	1	2
0VK568	9202546491	20011015	VIJAY K SAKHALKAR	1	2
0VK568	9202550241	20011015	MAGED AWAD	2	3
0VK568	9203173691	20011015	MICHAEL M AZMEY	1	2
0VK568	9203179161	20011019	ALPHONSE G GWANDARU	1	2
0VK568	9202565151	20011025	THOMAS M DELMORE	3	4
0VK568	9203279511	20011109	SILVANUS M MUNENE	1	2
0VK568	9202594551	20011113	CARL J MESSINA	2	3
0VK568	9202554541	20011115	JOSEPH NGUNURA NGUGI	1	2
0VK568	9202562531	20011115	EHAB LABIB GREIS	2	3
0VK568	9202563421	20011115	JOHN A BURKE	1	2
0VK568	9202564331	20011115	JOHN P WAYNE	1	2
0VK568	9202617161	20011117	LOURDES A TORRES	1	2
0VK568	9202625961	20011122	VICTOR HABEL APRAHEM	1	2
0VK568	9203297951	20011213	SHARON HANG PHAM	1	2
0VK568	9202556811	20011215	JUAN R MARRERO	1	2
0VK568	9202593131	20011231	MAGDY IBRAHIM	1	2
0VK568	9202679881	20020104	ARLEEN AYALA	1	2
0VK568	9203376911	20020117	ANNE W GATU	2	3
0VK568	9203376881	20020120	RAFAEL A GOMEZ	1	2
0VK568	9203389191	20020128	PETER K WARUINGI	1	2
0VK568	9203419601	20020211	ELIZABETH MORALES	2	3
0VK568	9203464171	20020228	BENJAMIN SR JORDAN	1	2
0VK568	9203519811	20020403	IRISSELLE FRANCO	1	2
0VK568	9203570061	20020429	JUAN ACOSTA	2	3
0VK568	9202907751	20020514	ROGELIO R JR POSADAS	1	2
0VK568	9202924271	20020524	FABIO ANDRADE	2	3
0VK568	9202975391	20020616	ROBERT E JR FARIA	1	2
0VK568	9203677061	20020618	SURINDER BHARDWAJ	2	4
0VK568	9203723461	20020712	PETER M MUNGAI	1	2
0VK568	9203099131	20020831	TONI C YAGHI	1	3
0VK568	9203112151	20020905	ROSEANNE L HAM	1	2
0VK568	9203134551	20020917	CIRO TADDEO	2	3
0VK568	9203860711	20020923	LORAIN M ABREU	2	3

RAMY INSURANCE AGENCY



Auto • Home • Life • Business

1280 Westford St.
Lowell, MA 01851
Tel: (978) 452-1000
Fax: (800) 508-1331

November 16, 2002

To: Our Valued Insured

Recently, our office completed an annual review of all automobile policies in our office. In a looking at your policy, we have found your policy covers more than one auto. However, the number of listed operators does not correlate with the number of vehicles listed on your policy.

We are sending you this letter to you remind to list any household member(s) that may operate a vehicle included on your policy. We urge to you call our agency and notify our office immediately of any person that drives any of your vehicles on a regular basis, regardless of whether they may live in your household or not. Check carefully that all operators of your auto(s) are shown. Your failure to list a household member or any individual who customarily operates your auto may have very serious consequences.

Sincerely,

Andre N. Ramy

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 *** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1528
 CONNECTION TEL 915087514399
 CONNECTION ID
 ST. TIME 12/18 13:11
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 PGS. SENT 5
 RESULT OK

Ramy Insurance Agency



FAX: 978-452-1313

Facsimile Transmittal

E-Mail: RamyInsurance@hotmail.com

Donna Sabourin

508-751-4399

C.A.R.
 DOCKET # MR03.08
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To:	Fax:		
From: Andre N. Ramy	Date:	12/13/2002 12/16/02	
Re: Audit Issues	Pages:	5	
CC:			
<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle			

Notes: Hi Donna, I just wanted to send this information along to you regarding the issues that were outstanding from our audit. As of now, all of the outstanding issues have been resolved regarding additional insureds being properly issued their own policies. I have also mailed



One Chestnut Place
10 Chestnut Street, Suite 410
Worcester, MA 01608-2898
www.premierins.com

November 26, 2002


Andre Ramy
Ramy Insurance Agency
1280 Westford Street
Lowell, MA 01851

Dear Mr. Ramy:

I am writing to advise you of the results of the file review that took place on October 22, 2002, which has raised a number of serious issues. Areas of particular concern include appropriate policyholder placement, SDIP step determinations and low mileage discounts. Enclosed you will find a chart indicating our findings in a number of different areas.

Your Premier marketing representative will be in contact with you in the near future regarding the results of this audit.

Sincerely,


Patricia J. Covell
Compliance Analyst

CC: Anthony Corvello

C.A.R.
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Subject Matter	Findings	Comment	Recommendations
<p>Low Mileage Discounts</p> <p>C.A.R. DOCKET # <u>MR 03.08</u> EXHIBIT # <u>1</u> PAGE <u>26</u> OF <u>31</u></p>	<p>96 of the 100 policies reviewed had a low mileage discount. After reviewing our findings 11 of the low mileage discounts were removed from policies for inadequate documentation.</p> <p>27% to Agency</p>	<p>If the applicant provides false, deceptive, misleading or incomplete information in an application for insurance, the insurance company may refuse to pay certain claims made under the policy issued in reliance on that information. In addition, the applicant may be liable to the insurance company for any payments made to innocent third parties in the event of a loss.</p> <p>The knowing presentation to an insurer of material false information in connection with an application for motor vehicle insurance, with the intent to defraud or deceive the insurer, is a crime punishable by imprisonment for not less than six months or by a fine of not less than one thousand dollars, or both.</p> <p>Knowingly aiding or abetting the presentation of such information to an insurer is also a crime carrying the same punishment</p> <p>Any person convicted of insurance fraud will, in addition to any other punishment, be ordered to make restitution to the insurer for any financial loss sustained as a result of the commission of the crime.</p> <p>If the applicant provides false, deceptive, misleading or incomplete information in an application for insurance, the insurance company may refuse to pay certain claims made under the policy issued in reliance on that information. In addition, the applicant may be liable to the insurance company for any payments made to innocent third parties in the event of a loss.</p> <p>The knowing presentation to an insurer of material false information in connection with an application for motor vehicle insurance, with the intent to defraud or deceive the insurer, is a crime punishable by imprisonment for not less than six months or by a fine of not less than one thousand dollars, or both.</p> <p>Knowingly aiding or abetting the presentation of such information to an insurer is also a crime carrying the same punishment.</p>	<p>We recommend that you have a basis for believing 7500 miles as the case may pass to prove low mileage policyholder's file. Bus passes that your client will drive</p> <p>As you may already know to complete a low mileage your files. This should help clients that are inappropriate discount</p> <p>We strongly recommend</p> <p>If a client has a garaging you should ask your customer files.</p> <p>We strongly recommend</p>
<p>Garaging Issues</p>	<p>0 of 100 files reviewed had questionable garaging territory assignments.</p>		

<p>Cash Log Issues <u>08</u></p> <p>DOCKET # <u>C.A.R. 110</u> EXHIBIT # <u>1</u> PAGE <u>27</u> OF <u>31</u></p>		<p>Any person convicted of insurance fraud will, in addition to any other punishment, be ordered to make restitution to the insurer for any financial loss sustained as a result of the commission of the crime.</p>	<p>Although a payment log is recommended that you keep the maintenance of such of misallocation of funds, least 3 years, preferably 5</p>
	<p>No record of payments are kept in the files.</p> <p><i>Payment</i></p>	<p>Rule 15 of the C.A.R. Rules of Operation requires that all premiums collected by the agency as a result of direct bill invoices be forwarded to the insurer within two working days.</p> <p>Failure to do so will be grounds for termination pursuant to Rule 14(B)(1)(i) of the C.A.R. Rules of Operation.</p>	<p>If a payment on a policy is policyholder, please attempt to indicate that an additional</p> <p>Also, we recommend that the insured's file.</p>
<p>Incomplete Applications</p>	<p>55 of the 100 files reviewed either did not have date and time of applicants or agents signatures.</p> <p><i>100% reviewed</i></p>	<p>Pursuant to Rule 14(B)(1)(a) of the C.A.R. Rules of Operation, the agency must require of all new applicants for insurance that they complete in its entirety a new business application for insurance.</p> <p>Failure to do so will be grounds for termination.</p>	<p>Please be aware that providing important, since the explanation of the issue. Please information so that the application that all applications are complete the applications are signed indicated on the application</p>
<p>Agent Licensing</p>	<p>There is only one person holding an agent's license in the office. Therefore, when the agent is out of the office, there is no licensed agent available to supervise the work.</p> <p><i>100% reviewed</i></p>	<p>M.G.L. c. 175, § 162, provides that the solicitation or negotiation of policies of insurance on the premises of an insurance broker or agent may be done by an employee, but only under the "immediate direction and general supervision of a duly licensed broker or agent."</p>	<p>We strongly recommend that you obtain a license.</p>
<p>Endorsements</p>	<p>3 endorsement of the 100 files reviewed had a delay in processing.</p> <p><i>2 of 3</i></p>	<p>Pursuant to C.A.R. Rule 14(B)(1)(i), the failure to properly order endorsements will be grounds for termination.</p>	<p>Endorsements should be requested change. If you have made for a particular application authorization from Premium must be maintained in the</p>

Binding Authority/ Comprehensive / Collision	0 of 100 files reviewed had any of these issues	<p>Pursuant to M.G.L. c. 175, § 113H, Premier will not write, and you may not bind, comprehensive or collision coverage under the following circumstances:</p> <p>(a) the vehicle is customarily driven by or owned by persons convicted within the most recent five year period of any category of vehicular homicide, auto insurance related fraud, or motor vehicle theft;</p> <p>(b) the vehicle is customarily driven by or owned by persons who have, within the most recent five year period, made an intentional and material misrepresentation in making claim under such coverages;</p> <p>(c) the vehicle is customarily driven by or owned by persons convicted one time within the most recent three year period of any category of driving while under the influence of alcohol or drugs;</p> <p>(d) the vehicle has been issued a salvage title by the registrar of motor vehicles – unless a new certificate of title has been issued pursuant to M.G.L. c. 90D, § 20D; or</p> <p>(e) the vehicle is a "high-theft" which does not have at least a minimum anti-theft or auto recovery device as prescribed by the commissioner of insurance.</p> <p>Pursuant to M.G.L. c. 175, § 113H, Premier will not write, and you may not bind, collision coverage on a vehicle customarily driven by or owned by persons who have been involved in four or more accidents in which such person has been deemed to be at fault in excess of fifty percent within the three years immediately preceding the effective date of the policy.</p> <p>Pursuant to M.G.L. c. 175, § 113H, Premier will not write, and you may not bind, comprehensive coverage on a vehicle customarily driven by or owned by persons who have had two or more total theft or fire claims within the three years immediately preceding the effective date of the policy.</p>	<p>If you believe an exception particular applicant, you must Premier before binding coverage authorization must be maintained</p> <p>DOCKET # <u>C.A.R. M203.08</u> EXHIBIT # <u>1</u> PAGE <u>28</u> OF <u>31</u></p>
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C.A.R. # MR03.08
DOCKET # 1
EXHIBIT # 29 OF 31

Binding Authority/ Earned Premium Due	0 of 100 files reviewed needed to be put on lump sum or did not have the earned premium collected	Pursuant to M.G.L. c. 175, § 113H, Premier will not write, and you may not bind, any coverage if the applicant or any person who usually drives the motor vehicle has failed to pay an insurance company any motor vehicle insurance premiums due or contracted during the preceding twelve months. Failure to verify that the applicant has not been in default in the payment of any motor vehicle insurance premiums in the past twelve (12) months is a violation of Rule 14(B)(1)(c) of the C.A.R. Rules of Operation and grounds for termination. Pursuant to M.G.L. c. 175, § 113E, Premier requires payment of one-hundred percent of the policy premium before insurance is bound for an automobile risk if an applicant's automobile insurance policy has been cancelled for non-payment of insurance premiums during the preceding twenty-four months. Cooperation with the company in this regard is required by paragraphs (1) and V(3) of the Private Passenger Producer Agreement. Violation of the conditions set forth in the Servicing Carrier contract constitutes grounds for termination pursuant to Rule 13(B)(3)(f) of the C.A.R. Rules of Operation.	If you believe an exception particular applicant, you n Premier before binding co authorization must be mai
Binding Authority/ Prior Cancellation for Non-Payment	0 of 100 files reviewed needed to be put on lump sum or did not have the earned premium collected		If you believe an exception particular applicant, you n Premier before binding co authorization must be mai
Foreign Drivers Licenses	5 of 100 files reviewed had a potentially invalid foreign drivers license. Many more had questionable proof of driving experience from their country of origin.	The Registry of Motor Vehicles' website states: If you are a visitor from another country, you may drive private passenger vehicles in Massachusetts for up to 1 year from your date of arriving in the United States provided you have a valid driver's license issued by your home country and your country is recognized under one of the conventions listed in Appendix C or the Registrar has specifically granted driving privileges to residents of your country as detailed in Appendix C. An International Driver's Permit is not required, but it may help provide an English translation of your foreign license. You must have your valid out-of-state or foreign driver's license in your possession while driving in Massachusetts. Once a driver has established residence in Massachusetts, he or	If you see any suspicious (STU) department aware of t issues as they arise. As we discussed during our document with a post mail possible, to be able to give insured's were changed fr documentation of driving]

AUDIT REPORT - RAMY INSURANCE AGENCY - November 26, 2002

		<p>she must obtain a Massachusetts driver's license to retain his or her driving privileges.</p> <p>An International Driver's Permit or License is insufficient and should <u>not</u> be relied upon as evidence of a valid foreign driver's license.</p>	
<p>Non-owned vehicles on policies</p>	<p>In a number of instances, vehicles owned by persons other than the named insured were added to existing policies.</p>	<p>Pursuant to Rule 14(B)(1)(a) of the C.A.R. Rules of Operation, the agency must require of all new applicants for insurance that they complete in its entirety a new business application for insurance.</p>	<p>All vehicles insured on a s be owned by the named in</p>
<p>Policy Count</p> <p>C.A.R. <u>MR03.08</u></p> <p>DOCKET # <u>1</u></p> <p>EXHIBIT # <u>30</u> OF <u>31</u></p>	<p>Agency has maintained an adequate book of business.</p>	<p>Failure to do so will be grounds for termination.</p> <p>Rule 14(C)(1) of the C.A.R. Rules of Operation, in pertinent part, provides that [t]hose Exclusive Representative Producers who within the first twelve (12) months after their contract date fail to develop a book of business of at least 100 motor vehicles, those Exclusive Representative Producers who within twenty-four (24) months following their contract date fail to develop a book of business of at least 250 motor vehicles, those Exclusive Representative Producers who within thirty-six (36) months following their contract date fail to develop a book of business of at least 400 motor vehicles, and those who subsequently fail to maintain a book of business of at least 400 motor vehicles as of their annual evaluation date, will be terminated, unless the Governing Committee or its designee determines particular circumstances that merit a continuation of the assignment.</p> <p>Failure to develop and maintain a book of business as required by the C.A.R. Rules will be grounds for termination pursuant to Rule 14(B)(1)(g) of the C.A.R. Rules of Operation.</p>	<p>A comprehensive marketi and maintaining a book of production requirements.</p>



One Chestnut Place
10 Chestnut Street, Suite 410
Worcester, MA 01608-2898
www.premierins.com

Richard J. Connors
Chief Operations Officer
TEL: 508 751-4322
FAX: 508 751-4398

January 22, 2003

**FIRST CLASS AND
CERTIFIED MAIL**

Mr. Andre N. Ramy
Andre N. Ramy Insurance
1280 Westford Street
Lowell, MA 01851

C.A.R.
DOCKET # MR03.08
EXHIBIT # 1
PAGE 31 OF 31

Re: Notice of Termination of Private Passenger Producer Agreement and Authority
to Bind Coverage on behalf of The Premier Insurance Company of Massachusetts

Dear Mr. Ramy:

PLEASE TAKE NOTICE that, pursuant to Rules 13(B)(3)(g) and 14(B) of the Commonwealth Automobile Reinsurers ("CAR") Rules of Operation, the Private Passenger Producer Agreement executed by and between Andre N. Ramy ("Ramy") and The Premier Insurance Company of Massachusetts ("Premier"), and the authority to bind insurance coverage on behalf of Premier granted therein to Ramy, are hereby terminated effective February 21, 2003.

The reasons for Premier's termination of the Agreement and Ramy's binding authority are as follows:

1. Ramy has failed to quote proper premiums based on information provided by applicants for the coverage requested (in violation of CAR Rules 13(B)(3)(g) and 14(B)(1)(k)), by basing premium quotes on data known to be false and/or without proper support; and
2. Ramy has failed to verify that applicants for insurance have not been in default in the payment of any motor vehicle insurance premiums in the twelve months preceding the date of application (in violation of CAR Rules 13(B)(3)(g) and 14(B)(1)(c)).

PLEASE TAKE FURTHER NOTICE that, pursuant to CAR Rule 13(B)(3)(g), you may request that CAR review this termination by submitting a completed "Request for Review" form to CAR within thirty (30) days of the delivery of this notice. Enclosed please find a copy of CAR Rule 13, together with a "Request for Review" form. In the event that you choose to request review of this termination, please forward a copy of your completed "Request for Review" form to the undersigned.

Sincerely,

Richard J. Connors Rmg

Richard J. Connors

Enclosures

cc: Mr. Timothy J. Costain, C.A.R.

Travelers



WHITE & QUINN

Insurance Agency, Inc.

2331 Massachusetts Avenue, Cambridge, Massachusetts 02140 617/876-2512 Fax 617/876-0042

02/19/2003

C.A.R.
DOCKET # MR03.09
EXHIBIT # 1
PAGE 1 OF 4

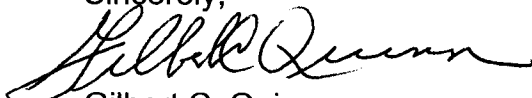
Commonwealth Automobile Reinsurers
Attn: Tim Costaine
100 Summer Street 21st Floor
Boston, Ma 02110-2106

Dear Tim:

Again I want to thank you for all your past, previous and future assistance and advisement in matters relating to CAR issues & assignments. I did follow your advise to try and secure letters from Commerce Ins. & Travelers Ins. to secure a two party ERP commercial automobile appointment, but both refused knowing that I write a large commercial auto book of business.

As of now Zurich seems to be the answer to my plight to have an A to A+ rated carrier by A.M. Best. All your help is appreciated.

Sincerely,



Gilbert C. Quinn

RECEIVED

FEB 20 2003

COMMONWEALTH
AUTOMOBILE
REINSURERS

COMMONWEALTH AUTOMOBILE REINSURERS

REQUEST FOR REVIEW/RELIEF

(pursuant to Rule 20, CAR Rules of Operation)

Please complete in type or print in ink.

Requestor's Name/Title: Gilbert Quinn, President

Signature: *Gilbert C Quinn*

Date: 2/19/03

Agency or Company Name: White & Quinn Insurance Agency, Inc.

Address: 2331 Massachusetts Avenue

City/Town: Cambridge

State: MA

ZIP Code: 02140

Telephone #: 617-876-2512

Fax #: 617-876-0042

Representation: If represented by counsel or other party please complete the following:
(Representation by counsel is not required):

Name of Rep: N/A

Firm: _____

Address: _____

City/Town/St/ZIP: _____

Telephone #: _____

Fax #: _____

C.A.R.
DOCKET # 2003.09
EXHIBIT # 1
PAGE 2 OF 4

1

Reason For Review: A. Concisely summarize the reason(s) for your request for review identifying the nature of your grievance or request for relief.)
B. Identify the specific relief sought.

My present carrier (Pilgrim Insurance) that I was assigned to in August, 2002 is a non-rated commercial carrier. My agency recommends &/or writes commercial umbrellas over all commercial risks. Many of our large commercial risks require commercial umbrellas in order to satisfy contract requirements. My agency is now unable to acquire commercial umbrellas over many risks due to the carrier (Pilgrim) being non-rated. To date my agency has lost over \$400,000 in commercial auto premium and over \$150,000 in commercial umbrella premium. In order to rectify this, I am requesting to be re-assigned to an A or A+ servicing carrier.

2

Details of Aggrievement(s): (Provide specific detail for each reason cited above including references to violations of CAR Rules, the agency contract, or established practices of CAR or one of its members. Include historical reference, where appropriate. (Attach supporting documentation.)

3

Action(s) Taken to Date to Resolve the Matter: (Cite when you first became aware of each item/issue being contested and what steps were taken to mitigate the matter prior to this request for a formal review.)

Attempted to gain voluntary commercial auto appointment and as of this date I have had no luck getting an appointment.

As you know brokered business is not accepted in most agencies or by many insurance carriers. So, it is imperative that we are re-assigned to a new commercial servicing carrier with an A rating or better by A.M. Best.

C.A.R.
DOCKET # 11003.09
EXHIBIT # 1
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Scheduling of Review: Upon receipt of a completed Request for Review Form a date will be established within 15 working days, pursuant to CAR Rule 20. Once a date has been confirmed, CAR will issue a written notification to affected parties. Any parties wishing to present written exhibits to be considered at the Committee meeting shall submit them to CAR's Docket Clerk no later than 5 business days prior to the scheduled meeting date. Written exhibits submitted to CAR within 5 business days of the scheduled meeting date will not be entered on the docket but must be directly to the Committee at the meeting itself. It will be left to the determination of the Committee as to whether these exhibits will be considered in their deliberations. In addition, parties submitting exhibits directly to the Committee are expected to be prepared to provide a minimum of 25 copies. Parties should provide copies of ALL exhibits and

documentation that they wish considered in the matter to the opposing party in concert with their submissions to CAR and/or the Committee. A request for a continuance on a review of the matter will be granted upon the agreement of all parties. All other requests for continuances must be physically presented to the assigned Committee for approval.

15 Day Waiver (CAR Rule 20): Initial if waiving the need for a review within 15 days:

I waive the 15 day review window pursuant to CAR Rule 20: (Initial):

GQ

PLEASE NOTE: THIS FORM MUST BE COMPLETED AND RETURNED TO CAR
PRIOR TO THE INITIATION OF A FORMAL REVIEW PURSUANT TO
RULE 20, CAR RULES OF OPERATION

FOR COMPLETION BY CAR OFFICE – DO NOT WRITE BELOW

4	Assigned Docket Number:
5	Related Docket Number(s):
6	Assigned Review Forum: CAR COMMITTEE: _____ Scheduled Review Date: _____ C.A.R. DOCKET # <u>MR03.09</u> EXHIBIT # <u>1</u> PAGE <u>4</u> OF <u>4</u>
7	Disposition: