

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE THE INDIANA
COMMISSIONER OF INSURANCE

CAUSE NUMBER:11069-CO12-0319-008

IN THE MATTER OF:)

Pekin Insurance Co.)
2505 Court St.)
Pekin, IL 61558)
NAIC No.: 24228)

Unique Insurance Co.)
4245 N Knox St.)
Chicago, IL 60641)
NAIC No.: 10655)

Respondents,)

FILED

APR 10 2012

STATE OF INDIANA
DEPT. OF INSURANCE

FINAL ORDER

The Indiana Department of Insurance (“Department”) and Pekin Insurance Co and Unique Insurance Co. (collectively, “Respondents”) signed an Agreed Entry which purports to resolve all issues involved in the above cause number. The Agreed Entry has been submitted to the Commissioner of Insurance (the “Commissioner”) for approval.

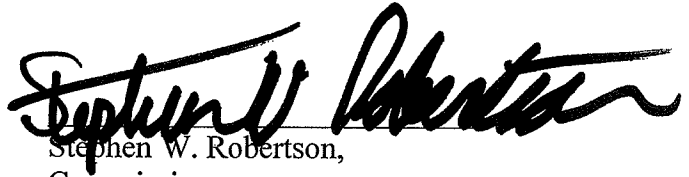
The Commissioner, after reviewing the Agreed Entry, finds it has been entered into fairly and without fraud, duress or undue influence, and is fair and equitable between the parties. The Commissioner hereby incorporates the Agreed Entry as if fully set forth herein, and approves and adopts in full the Agreed Entry as a resolution of this matter.

IT IS THEREFORE ORDERED by the Commissioner of Insurance:

1. All parties will abide by the proposed method of settlement of the claims for

Roderic Alpaugh as prescribed by the Agreed Entry.

ALL OF WHICH IS ORDERED this 10th day of April, 2012.



Stephen W. Robertson,
Commissioner,
Indiana Department of Insurance

Distribution:

H.J. Muta
Pekin Insurance Co.
2505 Court St.
Pekin, IL 61558

Erika Cwan
Unique Insurance Co.
4245 N Knox.
Chicago, IL 60641

Nikolas P. Mann
INDIANA DEPARTMENT OF INSURANCE
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204-2787

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AGREED ENTRY

This Agreed Entry is executed by Nikolas P. Mann, Attorney for and on behalf of the State of Indiana, Indiana Department of Insurance (“Department”), Pekin Insurance Company, an insurance company holding a certificate of authority to conduct business in Indiana and Unique Insurance Company, an insurance company holding a certificate of authority to conduct business in Indiana, (collectively, “Respondents”), to resolve all issues in the above cause number. This Agreed Entry is subject to the review and approval of Stephen W. Robertson, Commissioner, Indiana Department of Insurance.

WHEREAS, on or around January 25, 2012, the Department received a complaint from Roderic Alspaugh against Respondents relating to claims presented to both

companies resulting from an automobile accident on October 28, 2011 involving persons insured by the respective Respondents; and

WHEREAS, said accident involved three automobiles, described by the Indiana Officer's Standard Crash Report as follows:

- a.) A 1997 Oldsmobile Bravada, owned and driven by Timothy Collins ("Vehicle 1"),
- b.) A 2004 Chevrolet S10, owned and driven by Alan King ("Vehicle 2"),
- c.) A 1985 GMC Sierra K1500 owned by Roderic Alspaugh and occupied by Jesse Sampson ("Vehicle 3"); and

WHEREAS, Respondent Unique Insurance Co. insures Vehicle 1; and

WHEREAS, Respondent Pekin Insurance insures Vehicle 2; and

WHEREAS, while Respondents agree that the owner and occupant of Vehicle 3 hold no liability for the damages caused by said accident, they currently disagree as to whether or not their respective insureds are liable for the damages; and

WHEREAS, Mr. Alspaugh does not carry first-party collision coverage on Vehicle 3, and is therefore forced to await the resolution of the liability dispute between Respondents; and

WHEREAS, it is not unusual for liability disputes between insurance companies to take several months to be resolved; and


WHEREAS, in an effort to alleviate the burden felt by Mr. Alspaugh of waiting for Respondents to resolve their liability dispute and in an effort to settle all issues with the Department concerning this complaint, the parties agree to the following terms:

1. The Commissioner has jurisdiction over the subject matter and Respondents in this administrative action.
2. This Agreed Entry is executed voluntarily by the parties.
3. Respondents voluntarily and freely waive the right to a public hearing in this matter.
4. Respondents voluntarily and freely waive the right to judicial review of this matter.
5. Respondents agree that Mr. Alspaugh and Mr. Sampson are not liable for the damages caused during the automobile accident of October 28, 2011.
6. Respondents agree to cooperate in making Mr. Alspaugh whole while the dispute of liability between Respondents continues.
7. Respondents will share the cost to repair Mr. Alspaugh's vehicle, estimated to be \$1272.89. Each Respondent will pay \$636.45 to Mr. Alspaugh within seven (7) days of the Final Order adopting this Agreed Entry.
8. It is agreed that this Agreed Entry is solely for the purpose of accommodating Mr. Alspaugh who does not hold any liability in the disputed accident
9. All parties agree that the acceptance of this Agreed Entry in no way binds either Respondent to accept any amount of liability with regards to the subrogation of damages for Vehicle 1 or Vehicle 2. The Parties are free to subrogate each other with respect to damages for the vehicles they insure

and to subrogate for the outlay of funds to Mr. Alspaugh. Respondents are free to pursue any and all means of resolving the liability dispute normally available to them to resolve inter-company disputes.

10. The Department agrees to accept Respondents' compliance with the terms of this agreement as full and final resolution of the complaint.
11. Should this Agreed Entry not be accepted by the Commissioner, it is agreed that presentation to and consideration of this Agreed Entry by the Commissioner shall not unfairly or illegally prejudice the Commissioner from further participation in or resolution of these proceedings.
12. Respondents have carefully read and examined this agreement and fully understand its terms.

4/9/12
Date Signed



Nikolas P. Mann, Attorney
Indiana Department of Insurance

3-27-12
Date Signed



on behalf of Pekin Insurance Co.

Date Signed

on behalf of Unique Insurance Company

STATE OF Indiana)
) SS:
COUNTY OF Kosciusko)

Before me a Notary Public for Kosciusko County, State of Indiana, personally appeared HJ Muta, on behalf of Pekin Insurance Co., and being first duly sworn by me upon his/her oath, says that the facts alleged in the foregoing instrument are true.

Signed and sealed this 27th day of March, 2012.

Tracey Lardino
Signature

Tracey Lardino
Printed

My Commissioner expires: 03-19-15

County of Residence: Kosciusko

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Indiana Department of Insurance

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on behalf of Pekin Insurance Co.

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