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FILED

DEC 01 2015 *VB*

Department of Insurance
State of Idaho

Attorneys for the Department of Insurance

BEFORE THE DIRECTOR OF THE DEPARTMENT OF INSURANCE

STATE OF IDAHO

IDAHO DEPARTMENT OF INSURANCE,

Complainant,

vs.

SCOTT RANDALL GROPP, an Idaho resident holding Idaho Resident Producer License No. 30909, and INTERMOUNTAIN INSURANCE GROUP, LLC, an Idaho limited liability company holding Idaho Resident Producer License No. 319948,

Respondents.

Docket No. 18-3030-15

**STIPULATION FOR ENTRY OF
FINAL ORDER AND FINAL ORDER**

The parties herein, namely the Idaho Department of Insurance (“**Department**”) and its counsel of record, Judy L. Geier, Deputy Attorney General, and Scott Randall Gropp (“**Gropp**”) and Intermountain Insurance Group, LLC (“**Intermountain**”), an Idaho limited liability company, (collectively “**Respondents**”), and their counsel of record, Robert T. Wetherell, Capitol Law Group, PLLC, do hereby enter into this Stipulation for Entry of Final Order (“**Stipulation**”) to resolve as between them the matters at issue in Administrative Case Docket No. 18-3030-15 and do hereby stipulate and agree as follows:

I. JURISDICTION & PROCEDURE

1. The Director of the Idaho Department of Insurance (the “**Director**”) has jurisdiction over the Respondents and the subject matter herein pursuant to provisions of Idaho’s Producer Licensing Act, Idaho Code §§ 41-1001 through 41-1073, as well as the Idaho Insurance Code, Idaho Code §§ 41-101 *et. seq.*

2. The Department has jurisdiction pursuant to Idaho Code § 41-213 to institute such proceedings as deemed necessary for the enforcement of any provision of the Idaho Insurance Code, including but not limited to suspension or revocation of insurance licenses and the imposition of administrative penalties.

3. At all times relevant, Gropp held, and currently holds, Idaho Resident Producer License No. 30909, which license originally issued November 25, 1992, and expires October 31, 2016.

4. At all times relevant, Intermountain held, and currently holds, Idaho Resident Producer License No. 319948, which license originally issued July 1, 2009, and expires August 1, 2017.

5. Based on the undisputed facts detailed in paragraphs (9) through (31) of this Stipulation, on March 25, 2015, the Department filed a Verified Complaint and Notice of Right to Hearing (“**Complaint**”), against Gropp and Intermountain, initiating Administrative Case Docket No. 18-3030-15.

6. On July 7, 2015, the Department filed an Amended Verified Complaint and Notice of Right to Hearing (“**Amended Complaint**”), adding additional factual allegations and two counts in Administrative Case Docket No. 18-3030-15.

7. On July 29, 2015, Respondents filed a Request for Hearing Pursuant to I.C. § 41-232A and Request for Negotiation Pursuant to I.C. § 67-5241.

8. In lieu of a hearing on this matter, the parties agree to the stipulated settlement as

set forth herein.

II. STATEMENT OF UNDISPUTED FACTS

9. Gropp is the designated responsible licensed producer, pursuant to Idaho Code § 41-1007(2)(b), for Intermountain, as well as its manager and its registered agent.

10. Between August 2013 and September 2014, Gropp, through Intermountain, issued five falsified certificates of liability insurance referred to generally as the Grafton Reid Certificate, the Ash Creek 2013 Certificate, the Standard Pacific Certificate, the DR Horton Certificate and the Ash Creek 2014 Certificate.

11. Each of the certificates identified Intermountain as the insurance producer and Gropp as the authorized representative.

12. Each of the certificates contained misrepresentations and inaccuracies, such as wrongly identifying the certificate holder as an additional insured under the listed Hartford Insurance Company, Sentinel Insurance Company, and Texas Mutual Insurance Company policies; overstating coverage limits with regard to the First Mercury Insurance Company's commercial general liability policy, or purporting to create coverage where none exists; four of the five certificates contain false or erroneous policy effective dates; and the Grafton Reid Certificate purports to create umbrella liability coverage under a non-existent policy.

13. In addition to issuing falsified insurance certificates, Gropp personally applied for, obtained, and maintained an automobile insurance policy for himself by affirmatively representing that he was single and the only valid driver in his household when in fact he was married and had several children of driving age residing with him. Additionally, he omitted that two of the vehicles for which he sought coverage were owned by or registered to his children.

14. At all times relevant, Gropp was and is currently married to Geri Lyn Gropp with whom he resided at their home located in Nampa, Idaho, with their children.

15. At all times relevant, Geri Lyn Gropp possessed a valid driver's license.

Additionally, of Gropp's ten (10) children, the following Gropp children obtained driver's licenses on the following dates:

- Tyler Scott Gropp was issued a driver's license on August 8, 2005;
- Travis James Gropp was issued a driver's license on March 26, 2007;
- Mckenze Kay Gropp was issued a driver's license on October 27, 2011;
- Elizabeth Rachel Gropp was issued a driver's license on April 5, 2011; and
- Victoria Lyn Gropp was issued a driver's license on December 27, 2012.

16. Gropp was reprimanded in August of 2011, by the Department for failing to identify his children with regard to certain of his automobile policies purchased from Liberty Northwest Insurance Company,

17. Despite being previously reprimanded Gropp, on or about October 2013, submitted an application wherein Gropp listed himself as the only driver and household resident, residing at the Nampa, Idaho, residence and identified his marital status as "Single, to Progressive Northwestern Insurance Company ("**Progressive**") seeking to insure a 2006 Ford Escape 4 Door Wagon, VIN 1FMCU03126KA83655 (the "**Ford Escape**").

18. At the time that Gropp submitted his application to Progressive, his wife, Geri Lyn Gropp, possessed a valid driver's license and five of his ten children, identified in Paragraph 15 above, were over the age of 15 and likewise possessed valid driver's licenses. Each of Mrs. Gropp and the five children stated on their driver's licenses that they resided at the family home located at the same Nampa, Idaho, address as Gropp had listed on his insurance policy.

19. Additionally, Travis J. Gropp, one of the Gropp children, was listed in records of the Idaho Transportation Department as an owner of the Ford Escape, the vehicle for which insurance coverage was sought.

20. As a result of Gropp's representations and omissions, Progressive issued

automobile policy number 901828069 with Gropp listed as the only insured. The policy became effective on October 10, 2013,

21. On November 5, 2013, Gropp, through Intermountain, modified Progressive automobile policy number 901828069 to add a 2004 BMW X3, VIN WBXPA93424WA61583 (the “BMW”). Despite the fact that the BMW was registered to Tyler Gropp, one of the five Gropp children listed above, the Progressive Policy was not amended to add Tyler Gropp as an insured. The Progressive Policy continued to list Gropp as the only insured.

22. Also despite the previous reprimand from the Department, Gropp failed to include his children, including Victoria Gropp, Elizabeth Gropp, Mckenze Gropp, Travis Gropp and Tyler Gropp, and/or his wife Geri Gropp on various other applications for insurance submitted to both Progressive and Travelers Insurance Company (“Travelers”).

23. To prevent discovery by Travelers of his multiple misrepresentations and omissions, Gropp, through Intermountain, altered a Progressive Policy Renewal Declaration Page. In response to an inquiry from Travelers, dated May 13, 2014, concerning potential household members/drivers, Gropp, through Intermountain, faxed to Travelers on May 28, 2014, false proof of insurance for “Tyler S. Gropp and Travis J. Gropp.” That proof consisted of an altered Progressive Policy Renewal Declaration Page for automobile policy number 901828069 that purported to show “Tyler S. Gropp and Travis J. Gropp” as the insureds under the policy.

24. Progressive had never issued nor renewed policy number 901828069 in the names of “Tyler S. Gropp and/or Travis J. Gropp.” Rather, this policy had always been issued and was renewed in Gropp’s name only.

25. In addition to the above described acts, the Respondents, collectively, also submitted a damage/loss claim, falsely alleging that coverage existed before the claimed loss was incurred, and Gropp individually provided false information to a Progressive claims investigator in an attempt to collect on the damage claim, which activity is more particularly described herein

in Paragraphs 26 – 31.

26. Gropp failed to pay the renewal premium for Progressive automobile policy number 901828069, causing the policy to expire on October 10, 2014.

27. Approximately three weeks after the policy lapsed, Travis Gropp, one of the Gropp children identified in Paragraph 15 above, reported to the Boise City Police Department that the Ford Escape had been stolen and that the theft occurred at 3:55 a.m. on November 6, 2014. Travis Gropp later told a Progressive investigator that he called Gropp, his father, right after he called the police.

28. Later that afternoon, on November 6, 2014, at 2:56 p.m., Gropp, through Intermountain, renewed coverage for the Ford Escape under a new Progressive automobile policy, *i.e.*, policy number 902917327. Notably, although Gropp added his wife, Geri Gropp, to the new policy, he did not add Travis Gropp as an additional insured even though Travis was an owner and known driver of the Ford Escape. Nor did he identify any of his children living at home as insurable drivers, specifically Victoria Lyn Gropp identified in Paragraph 15 above. Coverage for the Ford Escape recommenced on the morning of November 7, 2014, at 12:01 a.m.

29. On December 3, 2014, Gropp filed a claim with Progressive under the new Progressive automobile policy number 902917327 for the theft of the Ford Escape.

30. On December 4, 2014, Gropp responded to questions from a Progressive investigator by stating that:

- a. The Ford Escape was stolen on November 7, 2014, at approximately 3:00 p.m.
- b. That Respondent Gropp had a copy of the police report and would provide a copy to the Progressive investigator.
- c. That the Ford Escape had previously been insured by Travelers and was removed from the Travelers policy on November 6, 2014, so that it could be moved to the Progressive policy.

d. That Respondent Gropp only lived with his wife, Geri.

31. None of the responses referenced above and made to the Progressive investigator were true.

III. CONCLUSIONS OF LAW

32. Respondents' acts in preparing and issuing each of the five certificates with such false and/or misleading information as described above constitute separate violations of Idaho Code §§ 41-1850(7) and (9).

33. Respondents' demonstrated fraudulent or dishonest practices or incompetence in the conduct of their insurance business by issuing the five certificates of liability insurance described herein constitutes separate violations of Idaho Code § 41-1016(1)(h).

34. By knowingly providing false information regarding his marital status and failing to identify all drivers of the insured vehicles or all members of the household over driving age, Gropp obtained Progressive automobile policy number 901828069 by using dishonest practices and by demonstrating untrustworthiness in violation of Idaho Code §§ 41-1016(1)(e) and (h), with each instance constituting a separate violation.

35. By providing falsified documentation, *i.e.*, an altered declaration page, to Travelers in response to an inquiry concerning the number of insurable drivers in the Gropp household, both Respondents used dishonest practices and demonstrated untrustworthiness in violation of Idaho Code § 41-1016(1)(h).

36. By submitting a knowingly false insurance claim to Progressive for the stolen Ford Escape, Gropp misrepresented a fact material to an insurance transaction in violation of Idaho Code § 41-1016(1)(e) and demonstrated dishonesty and untrustworthiness in violation of Idaho Code § 41-1016(1)(h), as well as an intent to defraud or deceive Progressive for the purpose of obtaining money or benefit in violation of Idaho Code § 41-293(1)(a), with each instance of false information provided becoming a separate violation.

IV. AGREEMENT

37. In lieu of proceeding to a hearing on the Complaint, the Respondents, collectively and individually, and the Department agree to resolve as between them the matters at issue in Administrative Case Docket No. 18-3030-15 through this negotiated and stipulated settlement. As such, the Parties stipulate and agree to the following terms:

38. Respondents, collectively and individually, admit that the Director and the Department have jurisdiction over this matter, as detailed in paragraphs (1) through (4) of this Stipulation.

39. Respondents, collectively and individually, admit to each and every fact detailed in Section II of this Stipulation and to the Conclusions of Law recited in Section III of this Stipulation.

40. Gropp stipulates and agrees that:

- (a) His Idaho Resident Producer License No. 30909 shall be revoked as of the date of the Final Order;
- (b) As of the date of the Final Order, Gropp shall not be employed by nor work for Intermountain in any capacity, whether for compensation or without compensation, including in an advisory, ministerial or administrative capacity; and
- (c) By no later than 5 p.m. on Monday, January 4, 2016, Gropp shall sell or otherwise divest himself of all interest in Intermountain, including financial, managerial, membership, shareholder, or any other interest he may currently hold.

41. Intermountain stipulates and agrees that it shall retain its Idaho Resident Producer License No. 319948 upon the following terms and conditions:

- (a) As of the date of the Final Order, Gropp shall not be employed by nor work for

Intermountain in any capacity, whether for compensation or without compensation, including in an advisory, ministerial or administrative capacity; and

(b) By no later than 5 p.m. on Monday, January 4, 2016, Gropp shall sell or otherwise divest himself of all interest in Intermountain, including financial, managerial, membership, shareholder, or any other interest he may currently hold.

42. Gropp and Intermountain agree that they are jointly and severally liable for an administrative penalty in the amount of TEN THOUSAND DOLLARS (\$10,000), which amount shall be paid in full by no later than 5 p.m. on Monday, January 4, 2016.

43. If Respondents fail to pay the full amount of the administrative penalty required by this Stipulation in a timely manner; or if Gropp is later found to hold an interest of any kind in Intermountain; or if Gropp is found to be employed by or otherwise works in any capacity for Intermountain; or if the administrative penalty described in Paragraph 42 above is not paid, the Director shall revoke without further notice or hearing Intermountain's Idaho Resident Producer License No. 319948.

44. In agreeing to the provisions stated in the preceding Paragraph 43 of this Stipulation, Respondents knowingly and voluntarily waive any rights they would otherwise have to dispute such Final Order revoking Intermountain's license, including but not limited to the rights afforded by Idaho Code § 41-232A, which provides for: the right to a hearing; the right to be represented at a hearing by counsel chosen and retained by Respondents; the right to present a defense, oral and documentary evidence and to cross-examine witnesses at such hearing and the right to seek judicial review or appeal the Amended Final Order revoking Intermountain's Idaho Resident Producer License No. 319948.

45. Also, by agreeing to the provisions stated in Paragraph 43 in this Stipulation,

Respondents knowingly and voluntarily waive any rights they would otherwise have pursuant to Idaho Code § 67-5241, which provides for informal disposition of a contested issue by negotiation, stipulation, agreed settlement or consent order among other rights.

46. By entering into this Stipulation, Respondents agree, individually and jointly, that they shall not create any business entity, enter into any business relationship, or engage in any other conduct that, by doing so, would subvert any of the requirements of this Stipulation.

47. By entering into this Stipulation, Respondents knowingly and voluntarily waive any rights they would otherwise have to dispute the matters asserted in Administrative Case Docket No. 18-3030-15, including but not limited to the rights afforded by Idaho Code § 41-232A, which provides for: the right to a hearing; the right to be represented at a hearing by counsel chosen and retained by Respondents; the right present a defense, oral and documentary evidence and to cross-examine witnesses at such hearing and the right to seek judicial review.

48. The Department and the Respondents each agree that this Stipulation is a full and final settlement of the issues raised between them in Administrative Case Docket No. 18-3030-15.

49. Neither this Stipulation nor the Final Order approving this Stipulation shall be deemed in any manner to prevent the Department from commencing any other agency action relating to conduct of Respondents not settled herein, and without regard to whether such conduct occurred prior to the date of this Stipulation or the Final Order approving this Stipulation.

50. Respondents understand and acknowledge that the Department may take such lawful actions as may be required or appropriate to investigate and determine whether the Respondents are in compliance with this Stipulation and the Final Order approving this Stipulation.

51. In the event that the Department takes action relating to alleged violations of this

Stipulation or the Final Order approving this Stipulation, the Stipulation and Final Order shall be admissible in full in that proceeding for any purpose.

52. Respondents enter into this Stipulation freely and voluntarily, after having had the opportunity to consult with counsel of their choice, and with full understanding of the legal consequences of this Stipulation and the Final Order approving this Stipulation.

53. Respondents agree that, upon execution of this Stipulation, no subsequent action or assertion shall be maintained or pursued in any manner asserting the invalidity of this Stipulation and Final Order and its provisions.

54. Respondents understand that this Stipulation and the Final Order approving this Stipulation shall be reported to the Regulatory Information Retrieval System ("RIRS") maintained by National Association of Insurance Commissioners ("NAIC").

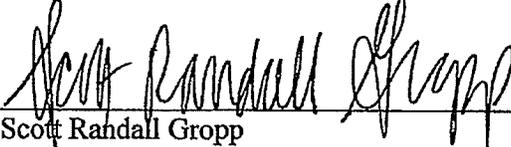
55. Upon the Director's entry of the Final Order approving this Stipulation, this Stipulation and the Final Order shall be a public record under the Idaho Public Records Act.

56. This Stipulation is subject to approval by the Director or the Director's designee, and shall become effective and binding upon the Department and Respondents upon such approval. Should the Director decline to approve this Stipulation, the Department and Respondents shall retain all of their rights, claims and/or defenses, and any factual and/or legal admissions made by Respondents herein shall be withdrawn.

57. This Stipulation and Final Order embodies the entire agreement between the Department and Respondents, and there are no agreements, understandings, representations or warranties that are not expressly set forth herein.

AGREED THIS ___ day of November, 2015.

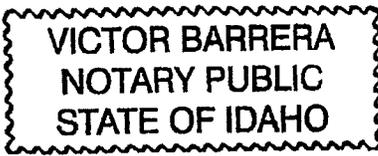
SCOTT RANDALL GROPP


Scott Randall Gropp

STATE OF IDAHO)
) ss.
County of Canyon)

On this 24 day of November, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Randall Gropp, known or identified to me (or proved to me on the oath of), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



[Signature]
Notary Public in and for the
State of IDAHO
Residing at Nampa, ID
My commission expires: 9-27-2018

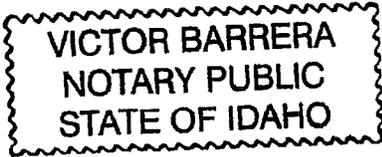
INTERMOUNTAIN INSURANCE GROUP, LLC
An Idaho limited liability company

By: [Signature]
Name: Scott R Gropp
Its: Member

STATE OF IDAHO)
) ss.
County of Canyon)

On this 24th day of November, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott Randall Gropp, known or identified to me (or proved to me on the oath of), to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



[Signature]
Notary Public in and for the
State of IDAHO
Residing at Nampa
My commission expires: 9-27-2018

Approved as to Form:

CAPITOL LAW GROUP, PLLC

By: Joseph Sutherland For
Robert T. Wetherell, Of the Firm
Attorneys for the Respondents

AGREED THIS 30 day of November, 2015.

IDAHO DEPARTMENT OF INSURANCE

By: Elaine Mellon
Elaine Mellon, CLU, ChFC
Bureau Chief, Consumer Services
Idaho Department of Insurance

Approved as to Form:

OFFICE OF THE ATTORNEY GENERAL
STATE OF IDAHO

By: Judy L. Geier
Judy L. Geier
Deputy Attorney General
Attorney for the Idaho Department of Insurance

FINAL ORDER

IT IS HEREBY ORDERED,

1. That the preceding Stipulation is approved and adopted in full;
2. That Idaho Resident Producer License No. 30909, held in the name of SCOTT RANDALL GROPP, is hereby revoked as of the date of this Final Order;
3. That INTERMOUNTAIN INSURANCE GROUP, LLC, shall retain Idaho Resident Producer License No. 319948, without suspension or revocation, subject to the following terms and conditions:

(a) As 5 p.m. on January 4, 2016, SCOTT RANDALL GROPP shall not be employed by nor work for INTERMOUNTAIN INSURANCE GROUP, LLC, in any capacity, whether for compensation or without compensation, including in an advisory, ministerial or administrative capacity; and

(b) By no later than 5 p.m. on Monday, January 4, 2016, SCOTT RANDALL GROPP shall have sold or otherwise divested himself of all interest in INTERMOUNTAIN INSURANCE GROUP, LLC, including financial, managerial, membership, shareholder, or any other interest he may currently hold;

4. That SCOTT RANDALL GROPP and INTERMOUNTAIN INSURANCE GROUP, LLC, are jointly and severally liable for an administrative penalty in the amount of TEN THOUSAND DOLLARS (\$10,000), which amount shall be paid in full by no later than 5 p.m. on Monday, January 4, 2016; and

5. That if SCOTT RANDALL GROPP is later found to hold an interest of any kind in INTERMOUNTAIN INSURANCE GROUP, LLC; or if SCOTT RANDALL GROPP is found to be employed in any capacity by INTERMOUNTAIN INSURANCE GROUP, LLC, whether for compensation or without compensation; or the administrative penalty in the amount

of TEN THOUSAND DOLLARS (\$10,000) is not paid in full within the time provided herein, this Final Order shall be amended, without further hearing, to reflect that Idaho Resident Producer License No. 319948 held by INTERMOUNTAIN INSURANCE GROUP, LLC, is revoked.

DATED this 01 day of December, 2015.

STATE OF IDAHO
DEPARTMENT OF INSURANCE



DEAN CAMERON
Director

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 01 day of December, 2015, I caused a true and correct fully-executed copy of the foregoing STIPULATION FOR ENTRY OF FINAL ORDER AND FINAL ORDER to be served on the following by the designated means:

Robert Wetherell, Esq.
Capitol Law Group, PLLC
P.O. Box 2598
Boise, ID 83701

first class mail
 certified mail
 hand delivery

Alpha Property & Casualty Insurance Company
12926 Gran Bay Parkway West
Jacksonville, FL 32258

first class mail
 certified mail
 hand delivery

Auto-Owners Insurance Company
6101 Anacapri Boulevard
Lansing, MI 48917-3968

first class mail
 certified mail
 hand delivery

Beneficial Life Insurance Company
55 North 300 West, Suite 375
Salt Lake City, UT 84101

first class mail
 certified mail
 hand delivery

Best Life and Health Insurance Company
17701 Mitchell N.
Irvine, CA 92614-6028

first class mail
 certified mail
 hand delivery

Bristol West Insurance Company
5701 Stirling Road
Davie, FL 33314

first class mail
 certified mail
 hand delivery

Foremost Insurance Company Grand Rapids, Michigan
5600 Beech Tree Lane
Caledonia, MI 49316-0050

first class mail
 certified mail
 hand delivery

Genworth Life and Annuity Insurance Company
6610 West Broad Street
Richmond, VA 23230

first class mail
 certified mail
 hand delivery

Markel American Insurance Company
4521 Highwoods Parkway
Glen Allen, VA 23060

first class mail
 certified mail
 hand delivery

North Pacific Insurance Company
175 Berkeley Street
Boston, MA 02116

first class mail
 certified mail
 hand delivery

<p>Owners Insurance Company 6101 Anacapri Boulevard Lansing, MI 48917-3968</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
<p>Protective Life Insurance Company 2801 Highway 280 S. Birmingham, AL 35223-2407</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
<p>Pruco Life Insurance Company 100 Mulberry Street Gateway Center Three, 10th Floor Newark, NJ 07102-4056</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
<p>The Prudential Insurance Company of America 100 Mulberry Street Gateway Center Three, 10th Floor Newark, NJ 07102-4056</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
<p>United Concordia Insurance Company 4401 Deer Path Road Harrisburg, PA 17110</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
<p>Western Surety Company 333 S. Wabash Avenue Chicago, IL 60604</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
<p>Willamette Dental of Idaho, Inc. 6950 NE Campus Way Hillsboro, OR 97124-5611</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
<p>Allied Insurance Company of America One West Nationwide Blvd. Columbus, OH 43215</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
<p>Allied Property and Casualty Insurance Company 1100 Locust Street Des Moines, IA 50391-1100</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
<p>Amco Insurance Company 1100 Locust Street Des Moines, IA 50391-1100</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
<p>Automobile Insurance Co. of Hartford, Connecticut One Tower Square Hartford, CT 06183</p>	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery

Depositors Insurance Company 1100 Locust Street Des Moines, IA 50391-1100	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
Hartford Accident and Indemnity Company One Hartford Plaza Hartford, CT 06155-0001	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
Idaho State Insurance Fund 1215 West State Street Boise, ID 83702	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
Lifemap Assurance Company 100 SW Market Portland, OR 97201	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
Nationwide Affinity Insurance Company of America One West Nationwide Blvd. Columbus, OH 43215-2220	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
Nationwide Agribusiness Insurance Company 1100 Locust Street Des Moines, IA 50391-1100	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
Nationwide Mutual Insurance Company One West Nationwide Blvd. Columbus, OH 43215-2220	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
The Phoenix Insurance Company One Tower Square Hartford, CT 06183	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
Regence BlueShield of Idaho, Inc. 1602 21 st Avenue Lewiston, ID 83501-4061	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
Safeco Insurance Company of America 175 Berkeley Street Boston, MA 02116	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
Safeco Insurance Company of Illinois 175 Berkeley Street Boston, MA 02116	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery
The Standard Fire Insurance Company One Tower Square Hartford, CT 06183	<input checked="" type="checkbox"/> first class mail <input type="checkbox"/> certified mail <input type="checkbox"/> hand delivery

Transamerica Life Insurance Company
4333 Edgewood Road NE
Cedar Rapids, IA 52499

first class mail
 certified mail
 hand delivery

The Travelers Home and Marine Insurance Company
One Tower Square
Hartford, CT 06183

first class mail
 certified mail
 hand delivery

The Travelers Indemnity Company of America
One Tower Square
Hartford, CT 06183

first class mail
 certified mail
 hand delivery

Trinity Universal Insurance Company
12926 Gran Bay Parkway West
Jacksonville, FL 32258

first class mail
 certified mail
 hand delivery

United Heritage Property & Casualty Company
707 East United Heritage Court
Meridian, ID 83642

first class mail
 certified mail
 hand delivery

American Modern Home Insurance Company
7000 Midland Blvd.
Amelia, OH 45102-2607

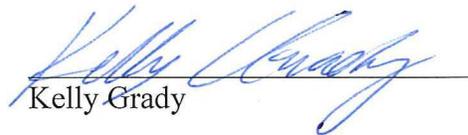
first class mail
 certified mail
 hand delivery

American Modern Select Insurance Company
7000 Midland Blvd.
Amelia, OH 45102-2607

first class mail
 certified mail
 hand delivery

Judy L. Geier
Deputy Attorney General
Idaho Department of Insurance
700 W. State Street, 3rd Floor
P.O. Box 83720
Boise, ID 83720-0043

first class mail
 certified mail
 hand delivery


Kelly Grady