

RECEIVED

2010 JAN 29 AM 10:44

SECRETARY OF STATE

BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE
FOR THE STATE OF TENNESSEE

TENNESSEE INSURANCE DIVISION,)
Petitioner,)
vs.)
SMART DATA SOLUTIONS,)
Respondent.)

No.: 10-004
12.04-106294J

NOTICE OF HEARING AND RIGHTS OF THE RESPONDENT

YOU ARE ADVISED THAT YOU HAVE THE RIGHT TO A HEARING AS TO ALL MATTERS RAISED IN THE PETITION ATTACHED HERETO. A HEARING ON THIS MATTER WILL BE HELD IN CONFERENCE ROOM A ON THE FIFTH FLOOR OF THE DAVY CROCKETT TOWER, 500 JAMES ROBERTSON PARKWAY, NASHVILLE, TENNESSEE, ON THE 16th DAY OF March, 2010, COMMENCING AT 10:00 O'CLOCK A.M. CENTRAL STANDARD TIME.

YOU ARE FURTHER ADVISED THAT YOU HAVE THE RIGHT TO REQUEST AN INFORMAL CONFERENCE IN ORDER TO PRESENT YOUR VERSION OF THE SITUATION WHICH GIVES RISE TO THE SUMMARY ORDER TO CEASE AND DESIST. IF REQUESTED, THIS INFORMAL CONFERENCE SHALL BE HELD IN THE FIFTH FLOOR CONFERENCE ROOM OF THE DAVY CROCKETT TOWER, 500 JAMES ROBERTSON PARKWAY, NASHVILLE, TENNESSEE, ON THE 9th DAY OF February, 2010, COMMENCING AT 10:30 O'CLOCK A.M. CENTRAL STANDARD TIME. YOUR REQUEST FOR SUCH AN INFORMAL CONFERENCE MUST BE COMMUNICATED IN WRITING PRIOR TO THE CONFERENCE DATE TO:

TONY GREER
ATTORNEY FOR THE INSURANCE DIVISION
SECOND FLOOR, DAVY CROCKETT TOWER
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

BE ADVISED THAT THE SOLE ISSUE TO BE CONSIDERED AT THE INFORMAL CONFERENCE IS WHETHER THE PUBLIC HEALTH, SAFETY OR WELFARE IMPERATIVELY REQUIRED EMERGENCY ACTION IN THIS MATTER.

AT ANY ADMINISTRATIVE HEARING, AND AT ANY SUCH PRELIMINARY PROCEEDING OR MEETING IN THIS MATTER, YOU HAVE THE RIGHT TO BE REPRESENTED BY AN ATTORNEY. YOU AND YOUR ATTORNEY HAVE THE RIGHT TO SUBMIT A WRITTEN RESPONSE TO THE ALLEGATIONS SET FORTH IN THE COMPLAINT. ANY WRITTEN RESPONSE SHOULD BE SENT TO THE ADDRESSES BELOW WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE. YOU SHOULD SUBMIT SUCH ANSWER TO:

THE ADMINISTRATIVE PROCEDURES DIVISION
OFFICE OF THE SECRETARY OF STATE
EIGHTH FLOOR, WILLIAM R. SNODGRASS TOWER
312 EIGHTH AVENUE, NORTH
NASHVILLE, TENNESSEE 37243

AND

TONY GREER
ATTORNEY FOR THE INSURANCE DIVISION
SECOND FLOOR, DAVY CROCKETT TOWER
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243

**BEFORE THE COMMISSIONER OF COMMERCE AND INSURANCE
OF THE STATE OF TENNESSEE**

TENNESSEE INSURANCE DIVISION,)
 Petitioner,)
)
vs.)
)
SMART DATA SOLUTIONS,)
 Respondent.)

**No.: 10-004
12.04-106294J**

PETITION

Comes now the Tennessee Insurance Division of the Department of Commerce and Insurance (“Division”), by and through its undersigned counsel, and petitions the Commissioner to issue an Order of Cease and Desist to Smart Data Solutions (“Respondent”) pursuant to Tenn. Code Ann. §§ 56-1-101, *et seq.*, the Tennessee Insurance Law (“Tennessee Law”).

JURISDICTION

1. The Tennessee Insurance Law (the “Law”), as amended, places the responsibility of the administration of the Law on the Commissioner of Tennessee Department of Commerce and Insurance (“Commissioner”). Tenn. Code Ann. §§ 56-1-202 and 56-2-101 *et seq.* The Division is the lawful agent through which the Commissioner discharges this responsibility.

PARTIES

2. Smart Data Solutions (“SDS”) is a Tennessee limited liability company with the address of 4676 Highway 41 North, Springfield, TN 37172. SDS is not licensed as a business entity insurance producer, a third party administrator, or an admitted or authorized insurance company in

this State. Bart S. Posey owns SDS. (A copy of the Affidavit of Robert Heisse, evidencing such information, is attached hereto as Exhibit 1 of this Petition and is incorporated herein by reference.)

3. SDS is not a licensed administrator in this State. (A copy of the Affidavit of Bob Ribe, evidencing such information, is attached hereto as Exhibit 2 of this Petition and is incorporated herein by reference.)

FACTUAL ALLEGATIONS

4. On or around July 2008, Respondent began administering several limited benefit health plans in this state underwritten by Serve America Assurance LTD ("Serve America"). (Affidavit of Robert Heisse, at ¶ 4.)

5. On or around January 2009, the Respondent began settling claims on residents of this state in connection with a group hospital indemnity insurance plan, underwritten by Serve America, that offered the following benefits:

<u>Base Plan Benefits</u>	Basic	Plus	Premier
Benefit per in-patient confinement in hospital	\$300	\$500	\$1,000
Daily Inpatient Benefit Maximum days per confinement	30 days	30 days	30 days
<u>Optional Benefits</u>			
<u>Outpatient Physician Office</u>			
Benefit per visit per member per calendar year	\$50.00	\$50.00	\$70.00
<u>Visit Indemnity Benefit</u>			
Calendar year maximum per insured	6	6	6

Outpatient Diagnostic, X-Ray
Benefit per tests daily for tests performed \$50.00 \$50.00 \$50.00

Lab Indemnity Benefit
Calendar year max per insured for outpatient tests only 4 4 4

Surgical & Anesthesia Indemnity benefits
Per benefit amount shown in the Surgical Schedule, based on benefit level chosen for type of surgery performed \$1,000 \$1,000 \$1,000

Percentage of additional benefit for Anesthesia Administration 20% 20% 20%

In-Hospital Additional Benefit
Benefit Per Admission per insured NA \$500 \$1,000

Maximum additional benefit confinement per year NA 2 2

Intensive Care Indemnity Benefit
Per day of confinement in an intensive care room \$300 \$500 \$1,000

Maximum days per calendar year 30 30 30

Off the Job Accidental Injury Benefit
Pays actual charges per covered accident, up to the amount

Maximum benefit of 5 accidents per calendar year per member \$300 \$500 \$500

Wellness Indemnity Benefit
Benefit per visit for physical examinations or certain diagnostic \$50
\$100

Maximum visits per calendar year per insured 1 1 1

Well-child visits - 4 visits per calendar year for child 0-12 months and 2 visits per calendar for child 13-24 months Included Included Included

Emergency Room Sickness Visit

Benefit per visit to the ER	\$50	\$50	\$100
Maximum per calendar year per insured	2	2	2

Critical Illness Benefit

Benefit per initial diagnosis of a covered critical illness and an additional lump sum benefit of the same amount for a subsequent and separate covered critical illness event	NA	NA	\$5,000/ 50% Spouse/Child
--	----	----	---------------------------------

Daily In-Patient Drug & Alcohol Indemnity Benefit

Benefit per day of confinement if insured is confined as an inpatient in a rehabilitation facility for substance abuse	\$200	\$200	\$300
--	-------	-------	-------

Calendar year maximum (lifetime max \$30,000)	\$10,000	\$10,000	\$10,000
---	----------	----------	----------

Daily Inpatient Mental & Nervous Benefit

Benefit per day of confinement in an insured is confined as an inpatient in a rehabilitation facility for mental and nervous conditions	\$200	\$300	\$300
---	-------	-------	-------

Calendar year maximum (Lifetime max \$30,000)	\$10,000	\$10,000	\$10,000
---	----------	----------	----------

Additional Coverage

Group Term Life Insurance	Member	\$5,000
Policy with AD&D Rider	Spouse	\$2,500
	Child	\$2,500 (AD&D coverage is not available on children)

(Affidavit of Robert Heisse, at ¶ 5.)

6. On or around January 2009, the Respondent began settling claims on residents of this state in connection with a group hospital indemnity insurance plan, underwritten by Serve America, that offered the following benefits:

	\$2,500 Max Per Occurrence	\$5,000 Max Per Occurrence	\$7,500 Max Per Occurrence
<u>Physicians Office</u>			
<u>Visits</u>	\$25 co-pay-\$50	\$25 co-pay-\$70	\$25 co-pay-\$80
Primary, Specialist, Chiropractic Care	Per Visit Benefit	Per Visit Benefit	Per Visit Benefit
<u>ER/Ambulance</u>	\$250 Ded - 80%	\$250 Ded - 80%	\$250 Ded - 90%
<u>Service/</u>	to Maximum Benefit	to Maximum Benefit	to Maximum Benefit
<u>Sickness/Accident</u>			
Deductible Waived if due to Accident or admitted			
<u>Per Occurrence</u>	\$300	\$200	\$200
<u>Deductible</u>			
-No annual limit on occurrences			
-12 month pre- existing unless proof of current coverage			
- no pre-ex on office visits or RX			
<u>Hospital in-patient</u>	80% to maximum	80% to maximum	90% to maximum
<u>benefit</u>	Per occurrence Benefit	Per Occurrence Benefit	Per Occurrence Benefit
<u>Physician services</u>	80% to maximum	80% to maximum	90% to maximum
<u>in-patient</u>	Per occurrence Benefit	Per Occurrence Benefit	Per Occurrence Benefit

<u>In or Outpatient Surgery</u>	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
---------------------------------	---	---	---

<u>Additional in-patient only benefit</u> Paid after the per occurrence accident/sickness benefit maximum has been paid and is used only as an in-patient benefit.	\$400 Per Day Up to 30 Days Per Confinement	\$400 Per Day Up to 30 Days Per Confinement	\$400 Per Day Up to 30 Days Per Confinement
---	---	---	---

<u>Lab/X-Ray/MRI/CT Scans/Diagnostic Tests</u>	80% to maximum Per occurrence Benefit of \$750	80% to maximum Per Occurrence Benefit of \$1,250	90% to maximum Per Occurrence Benefit of \$1,500
--	---	---	---

<u>Accidental Death Benefit Per Member</u>	\$10,000	\$10,000	\$10,000
--	----------	----------	----------

<u>Mental Health/Alcohol/ Drug Rehabilitation</u> In-patient Only	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
--	---	---	---

<u>Other Medical Services</u>	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
-------------------------------	---	---	---

Home Health Care
Hospice
Physical Therapy
Durable Medical Equipment

<u>Maternity treated as any other Sickness or Illness</u>	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
<u>RX benefits – Express Scripts</u>	Wholesale Rate Less Discount	Wholesale Rate Less Discount	Wholesale Rate Less Discount
50% co-payment for name or generic brand medications up to the maximum per member per year benefit.	50/50 Co-Pay \$750 Annual Max	50/50 Co-Pay \$1,250 Annual Max	50/50 Co-Pay \$1,500 Annual Max
Express Scripts Discount card after benefits are maxed out for the year.			

Accident Medical Plan - Additional Accident Benefit over health plan benefits - All plans include this benefit. \$1,000 deductible and up to \$25,000 benefit per accident - see policy for details. (Affidavit of Robert Heisse, at ¶ 6.)

7. On or around January 2009, the Respondent began settling claims on residents of this state in connection with the Critical Illness Plan (“Critical Illness Plan”), underwritten by Serve America, that offered the following benefits:

**CRITICAL ILLNESS PLAN
UNDERWRITTEN AND INSURED BY
SERVE AMERICA ASSURANCE, LTD
OFFERED TO MEMBERS OF THE
RBA-ATA**

PRODUCT DETAILS

The Critical Illness Plan is available to all members of the RBA-ATA between the ages of 18 and 64. It is written guarantee issue with a twelve (12) month pre-existing period for all policies. The plan may be written on the member only or the member and his legal spouse or a family plan covering all immediate family members. Children must be under the age of 18 or a full-time student to be eligible until age 24 or their graduation whichever comes first.

The minimum coverage is \$5,000 per member and the maximum is \$25,000 per member. Benefits are payable for specific illnesses and are not a part of any health insurance benefit additionally paid for these illnesses. The benefit is paid a maximum of one time for all covered conditions. There is no death benefit paid. The maximum term of insurance is for ten (10) years.

UNDERWRITING

All policies are written with a twelve month (12) pre-existing exclusionary period from the effective date of the plan. This means that no benefit will be paid for any covered benefit for the first twelve months of the plan if the insured member has been treated for or diagnosed with that particular illness or sickness.

There is an attached height and weight table that must be adhered to. If you do not meet the minimum or maximum height and weight limits then you or your family member not meeting these requirements are not eligible for this plan and coverage will not be written.

The benefits and percentages listed on the attached documents are the only product benefits that will be paid on. If the disease or illness is not listed it will not be a covered benefit.

RBA-ATA Critical Illness

Height and Weight Chart for Critical Illness

Note: If the Proposed Insured's height or weight falls outside of the listed parameters, they are not eligible for the critical illness plan. This includes the Proposed Insured's spouse or children

Height	Minimum Weight	Maximum Weight
4'8"	69	208
4'9"	70	213
4'10"	71	218
4'11"	73	223
5'0"	86	228
5'1"	87	232
5'2"	89	239
5'3"	91	252
5'4"	93	255
5'5"	95	258
5'6"	98	261
5'7"	101	281

5'8"	105	291
5'9"	107	301
5'10"	110	311
5'11"	114	321
6'0"	116	332
6'1"	119	340
6'2"	123	349
6'3"	130	357
6'4"	134	366
6'5"	138	374
6'6"	146	382

**RBA-ATA CRITICAL ILLNESS
PRODUCT BENEFITS**

100% BENEFIT PAID FOR THE FOLLOWING:

Life Threatening Cancer, Heart Attack, Stroke, Major Organ Transplant, Coronary Artery Bypass Surgery, Kidney Failure, Coma, Paralysis or Blindness

75% BENEFIT PAID FOR THE FOLLOWING:

Insured as Diagnosed by a Physician, Has a life expectancy of Twelve Months or Less, Insured is Permanently Confined to a Nursing Home Due to a Non-Correctable Medical Condition

25% BENEFIT PAID FOR THE FOLLOWING:

Benign Brain Tumor, Alzheimer's Disease, HIV Infection From Blood Transfusion, Parkinson's Disease, Aorta Graft Surgery, Heart Valve Replacement or Repair

10% BENEFIT PAID FOR THE FOLLOWING:

Coronary Angioplasty Surgery (payable one time only)

MAXIMUM CRITICAL ILLNESS BENEFIT IS:

The policy's face amount or \$25,000, whichever is lower. Subsequent claims payments, where applicable, will be based on the benefit percentage as listed above. The maximum payout will be 100% of the total critical illness benefit one time. The Policy terminates after the maximum benefit is paid. Benefits paid after a thirty day waiting period unless the twelve month pre-

existing exclusion period precedes the claim benefit. There is no death benefit paid on this Policy.

RBA-ATA CRITICAL ILLNESS PRODUCT EXCLUSIONS

THE FOLLOWING EXCLUSIONS APPLY TO THIS POLICY:

If the Insured has been diagnosed or treated for a particular condition within the past twelve (12) months then that condition is excluded for twelve months (12) from the effective date of the Policy. No benefit would be paid in the event of a claim being filed for that condition. There is a thirty day (30) waiting period before any benefit would be paid on all conditions.

THE CRITICAL ILLNESS BENEFIT WILL NOT BE PAYABLE IF THE LOSS RESULTS FROM THE FOLLOWING:

1. Intentionally self-inflicted injuries, while sane or insane (In MO, while sane; in SC, suicide, sane or insane, attempted suicide or intentionally self-inflicted injury; or
2. Alcohol or drug abuse (unless drug abuse was a result of the administration of drugs as part of a treatment by a doctor); in SC, alcohol, or drug addiction; or
3. Committing or attempting to commit a felony (in SC, participating in a felony); or
4. War (declared or undeclared) or any act of war, or service in any armed forces (in OK any war or any act of war, declared or undeclared, while serving in the military forces or any auxiliary unit attached thereto); or
5. Engaging in an illegal occupation (Except in SC); or
6. Participating in a riot or insurrection; or
7. Injury sustained while taking part in any of the following activities: *
 - a. Amateur or Professional Sports or athletics, except for amateur sports or athletics which are non contact and undertaken solely for the leisure, recreational, entertainment or fitness purposes;
 - b. Mountaineering where ropes or guides are normally used or at elevations of 4,500 meters or above;
 - c. Aviation, except when traveling solely as a fare paying passenger in a commercial aircraft;
 - d. Hang gliding, sky diving, parachuting or bungee jumping;
 - e. Snow skiing or snowboarding, except for recreational downhill skiing or cross country snow skiing or snowboarding on prepared and marked boundaries and/or against the advice of the local ski school or local authoritative body;
 - f. Racing by any animal or motorized vehicle
 - g. Spelunking;
 - h. Operating or riding in or upon, mounting or alighting from, any two, three or four wheeled motor/engine driven snowmobile or all terrain vehicle (ATV);

** Exclusion 7 applies only to the Critical Illness conditions of Paralysis, Blindness or Coma*

TAX TREATMENT: The payment of an accelerated benefit may be taxable. A personal tax advisor should be consulted to obtain information about the income tax effect on any accelerated benefits. (Affidavit of Robert Heisse, at ¶ 7.)

8. As of January 2010, the Respondent is not licensed to act as an administrator in the State of Tennessee. (Affidavit of Bob Ribe, at ¶ 4.)

CAUSE OF ACTION

11. Tenn. Code Ann. § 56-4-401 defines administrator, in pertinent part, as any person, company, corporation, partnership, association or other legal entity that collects charges or premiums from, or that adjusts or settles claims on, residents of this state in connection with life or health insurance coverage.

12. Tenn. Code Ann. § 56-2-201(1) defines accident and health insurance, in pertinent part, as “insurance against bodily injury, disablement or death, by accident or accidental means, or the expense of bodily injury, disablement or death, against disablement or expense resulting from sickness, and every insurance pertaining thereto.”

13. Tenn. Code Ann. § 56-6-410(a) provides, in pertinent part, that no person shall act as, or hold out to be, an administrator in this state unless the person holds a license as an administrator issued by the commissioner.

14. Tenn. Code Ann. § 56-2-410(a) provides that “[f]ailure to hold the license shall subject the administrator to a fine of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500).”

COUNT ONE

15. The Division restates the facts set forth in Paragraphs 1-8, above, and incorporates them by reference herein.

16. Tenn. Code Ann. § 56-6-410 makes it unlawful for any company to settle claims on residents of this state in connection with life or health insurance coverage.

17. The Factual Allegations, above, demonstrate that Respondent is violating Tenn. Code Ann. § 56-6-410 by settling claims on residents of this state in connection with health insurance coverage without a license issued by the Commissioner. Such violation subjects Respondent to the sanctions provided in Tenn. Code Ann. § 56-6-410.

18. Because Respondent is operating without a license, individuals whose health insurance claims are settled by it face serious risks. The administering and settling of claims by the Respondent without any substantive regulatory oversight to ensure compliance with Tennessee Law leaves those policyholders in danger. If an administrator does not fulfill its fiduciary duty to remit funds properly, many policyholders may be effectively without payment on their health insurance claims. These drastic contingencies necessitate the Division's petition for relief in this case. Since the policyholders of the Respondent are entitled to all of the protections that insurance regulation provides, the public health, safety, or welfare imperatively require the action requested in the Division's prayer.

WHEREFORE, PREMISES CONSIDERED, the Division requests the following relief:

1. That an Order to Cease and Desist be issued against the Respondent to prevent the Respondent from further violations of Tenn. Code Ann. § 56-6-410 by settling claims on residents of

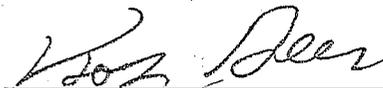
this state in connection with health insurance coverage without a license issued by the Commissioner; and

2. That the Commissioner set a date for a hearing;

3. That if such order is contested, as set forth under the provisions of the Uniform Administrative Procedures Act, Tenn. Code Ann. §§ 4-5-101, *et seq.*, and the rules promulgated thereunder, the Petitioner be awarded such costs as may be taxable; and

4. For such other relief as the Commissioner may deem just and proper.

Respectfully submitted,



Tony Greer (BPR#023657)
Assistant General Counsel
Department of Commerce and Insurance
500 James Robertson Parkway
Davy Crockett Tower, 2nd Floor
Nashville, Tennessee 37243
615 741 2199

that offered the following benefits:

<u>Base Plan Benefits</u>	Basic	Plus	Premier
Benefit per in-patient confinement in hospital	\$300	\$500	\$1,000
Daily Inpatient Benefit Maximum days per confinement	30 days	30 days	30 days
<u>Optional Benefits</u>			
<u>Outpatient Physician Office</u>			
Benefit per visit per member per calendar year	\$50.00	\$50.00	\$70.00
<u>Visit Indemnity Benefit</u>			
Calendar year maximum per insured	6	6	6
<u>Outpatient Diagnostic X-Ray</u>			
Benefit per tests daily for tests performed	\$50.00	\$50.00	\$50.00
<u>Lab Indemnity Benefit</u>			
Calendar year max per insured for outpatient tests only	4	4	4
<u>Surgical & Anesthesia Indemnity benefits</u>			
Per benefit amount shown in the Surgical Schedule, based on benefit level chosen for type of surgery performed	\$1,000	\$1,000	\$1,000
Percentage of additional benefit for Anesthesia Administration	20%	20%	20%
<u>In-Hospital Additional Benefit</u>			
Benefit Per Admission per insured	NA	\$500	\$1,000
Maximum additional benefit confinement per year	NA	2	2
<u>Intensive Care Indemnity Benefit</u>			
Per day of confinement in an intensive care room	\$300	\$500	\$1,000
Maximum days per calendar year	30	30	30
<u>Off the Job Accidental Injury Benefit</u>			
Pays actual charges per covered accident,			

up to the amount

Maximum benefit of 5 accidents per calendar year per member

\$300 \$500 \$500

Wellness Indemnity Benefit

Benefit per visit for physical examinations or certain diagnostic

\$50 \$50
\$100

Maximum visits per calendar year per insured

1 1 1

Well-child visits - 4 visits per calendar year for child 0-12 months and 2 visits per calendar for child 13-24 months

Included Included Included

Emergency Room Sickness Visit

Benefit per visit to the ER

\$50 \$50 \$100

Maximum per calendar year per insured

2 2 2

Critical Illness Benefit

Benefit per initial diagnosis of a covered critical illness and an additional lump sum benefit of the same amount for a subsequent and separate covered critical illness event

NA NA \$5,000/
50%
Spouse/Child

Daily In-Patient Drug & Alcohol Indemnity Benefit

Benefit per day of confinement if insured is confined as an inpatient in a rehabilitation facility for substance abuse

\$200 \$200 \$300

Calendar year maximum (lifetime max \$\$30,000)

\$10,000 \$10,000 \$10,000

Daily Inpatient Mental & Nervous Benefit

Benefit per day of confinement in an insured is confined as an inpatient in a rehabilitation facility for mental and nervous conditions

\$200 \$300 \$300

Calendar year maximum (Lifetime max \$30,000) \$10,000 \$10,000 \$10,000

Additional Coverage

Group Term Life Insurance	Member	\$5,000
Policy with AD&D Rider	Spouse	\$2,500
	Child	\$2,500 (AD&D coverage is not available on children)

6. On or around January 2009, the Respondent began settling claims on residents of this state in connection with a group hospital indemnity insurance plan, underwritten by Serve America, that offered the following benefits:

\$2,500	\$5,000	\$7,500
Max Per Occurrence	Max Per Occurrence	Max Per Occurrence

Physicians Office

<u>Visits</u>	\$25 co-pay-\$50	\$25 co-pay-\$70	\$25 co-pay-\$80
Primary, Specialist, Chiropractic Care	Per Visit Benefit	Per Visit Benefit	Per Visit Benefit

<u>ER/Ambulance Service/Sickness/Accident</u>	\$250 Ded - 80%	\$250 Ded - 80%	\$250 Ded - 90%
Deductible Waived if due to Accident or admitted	to Maximum Benefit	to Maximum Benefit	to Maximum Benefit

<u>Per Occurrence Deductible</u>	\$300	\$200	\$200
----------------------------------	-------	-------	-------

-No annual limit on occurrences
 -12 month pre-existing unless proof of current coverage
 - no pre-ex on office visits or RX

<u>Hospital in-patient benefit</u>	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
<u>Physician services in-patient</u>	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
<u>In or Outpatient Surgery</u>	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
<u>Additional in-patient only benefit</u> Paid after the per occurrence accident/sickness benefit maximum has been paid and is used only as an in-patient benefit.	\$400 Per Day Up to 30 Days Per Confinement	\$400 Per Day Up to 30 Days Per Confinement	\$400 Per Day Up to 30 Days Per Confinement
<u>Lab/X-Ray/MRI/CT Scans/Diagnostic Tests</u>	80% to maximum Per occurrence Benefit of \$750	80% to maximum Per Occurrence Benefit of \$1,250	90% to maximum Per Occurrence Benefit of \$1,500
<u>Accidental Death Benefit Per Member</u>	\$10,000	\$10,000	\$10,000
<u>Mental Health/Alcohol/ Drug Rehabilitation</u> In-patient Only	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
<u>Other Medical Services</u>	80% to maximum Per occurrence Benefit.	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit

Home Health Care
 Hospice
 Physical Therapy
 Durable Medical Equipment

<u>Maternity treated</u>	80% to maximum	80% to maximum	90% to maximum
<u>as any other</u>	Per occurrence	Per Occurrence	Per Occurrence
<u>Sickness or Illness</u>	Benefit	Benefit	Benefit
<u>RX benefits –</u>	Wholesale Rate	Wholesale Rate	Wholesale Rate
<u>Express Scripts</u>	Less Discount	Less Discount	Less Discount
50% co-payment	50/50 Co-Pay	50/50 Co-Pay	50/50 Co-Pay
for name or	\$750 Annual Max	\$1,250 Annual Max	\$1,500 Annual Max
generic brand			
medications up			
to the maximum			
per member per			
year benefit.			
Express Scripts			
Discount card			
after benefits are			
maxed out for the			
year.			

Accident Medical Plan - Additional Accident Benefit over health plan benefits - All plans include this benefit. \$1,000 deductible and up to \$25,000 benefit per accident - see policy for details.

7. On or around January 2009, the Respondent began settling claims on residents of this state in connection with the Critical Illness Plan (“Critical Illness Plan”), underwritten by Serve America, that offered the following benefits:

**CRITICAL ILLNESS PLAN
 UNDERWRITTEN AND INSURED BY
 SERVE AMERICA ASSURANCE, LTD
 OFFERED TO MEMBERS OF THE
 RBA-ATA**

PRODUCT DETAILS

The Critical Illness Plan is available to all members of the RBA-ATA between the ages of 18 and 64. It is written guarantee issue with a twelve (12) month pre-existing period for all policies.

The plan may be written on the member only or the member and his legal spouse or a family plan covering all immediate family members. Children must be under the age of 18 or a full-time student to be eligible until age 24 or their graduation whichever comes first.

The minimum coverage is \$5,000 per member and the maximum is \$25,000 per member. Benefits are payable for specific illnesses and are not a part of any health insurance benefit additionally paid for these illnesses. The benefit is paid a maximum of one time for all covered conditions. There is no death benefit paid. The maximum term of insurance is for ten (10) years.

UNDERWRITING

All policies are written with a twelve month (12) pre-existing exclusionary period from the effective date of the plan. This means that no benefit will be paid for any covered benefit for the first twelve months of the plan if the insured member has been treated for or diagnosed with that particular illness or sickness.

There is an attached height and weight table that must be adhered to. If you do not meet the minimum or maximum height and weight limits then you or your family member not meeting these requirements are not eligible for this plan and coverage will not be written.

The benefits and percentages listed on the attached documents are the only product benefits that will be paid on. If the disease or illness is not listed it will not be a covered benefit.

RBA-ATA Critical Illness

Height and Weight Chart for Critical Illness

Note: If the Proposed Insured's height or weight falls outside of the listed parameters, they are not eligible for the critical illness plan. This includes the Proposed Insured's spouse or children

Height	Minimum Weight	Maximum Weight
4'8"	69	208
4'9"	70	213
4'10"	71	218
4'11"	73	223
5'0"	86	228
5'1"	87	232
5'2"	89	239
5'3"	91	252
5'4"	93	255
5'5"	95	258

5'6"	98	261
5'7"	101	281
5'8"	105	291
5'9"	107	301
5'10"	110	311
5'11"	114	321
6'0"	116	332
6'1"	119	340
6'2"	123	349
6'3"	130	357
6'4"	134	366
6'5"	138	374
6'6"	146	382

**RBA-ATA CRITICAL ILLNESS
PRODUCT BENEFITS**

100% BENEFIT PAID FOR THE FOLLOWING:

Life Threatening Cancer, Heart Attack, Stroke, Major Organ Transplant, Coronary Artery Bypass Surgery, Kidney Failure, Coma, Paralysis or Blindness

75% BENEFIT PAID FOR THE FOLLOWING:

Insured as Diagnosed by a Physician, Has a life expectancy of Twelve Months or Less, Insured is Permanently Confined to a Nursing Home Due to a Non-Correctable Medical Condition

25% BENEFIT PAID FOR THE FOLLOWING:

Benign Brain Tumor, Alzheimer's Disease, HIV Infection From Blood Transfusion, Parkinson's Disease, Aorta Graft Surgery, Heart Valve Replacement or Repair

10% BENEFIT PAID FOR THE FOLLOWING:

Coronary Angioplasty Surgery (payable one time only)

MAXIMUM CRITICAL ILLNESS BENEFIT IS:

The policy's face amount or \$25,000, whichever is lower. Subsequent claims payments, where applicable, will be based on the benefit percentage as listed above. The maximum payout will be 100% of the total critical illness benefit one time. The Policy terminates after the maximum benefit is paid. Benefits paid after a thirty day waiting period unless the twelve month pre-

existing exclusion period precedes the claim benefit. There is no death benefit paid on this Policy.

RBA-ATA CRITICAL ILLNESS PRODUCT EXCLUSIONS

THE FOLLOWING EXCLUSIONS APPLY TO THIS POLICY:

If the Insured has been diagnosed or treated for a particular condition within the past twelve (12) months then that condition is excluded for twelve months (12) from the effective date of the Policy. No benefit would be paid in the event of a claim being filed for that condition. There is a thirty day (30) waiting period before any benefit would be paid on all conditions.

THE CRITICAL ILLNESS BENEFIT WILL NOT BE PAYABLE IF THE LOSS RESULTS FROM THE FOLLOWING:

1. Intentionally self-inflicted injuries, while sane or insane (In MO, while sane; in SC, suicide, sane or insane, attempted suicide or intentionally self-inflicted injury; or
2. Alcohol or drug abuse (unless drug abuse was a result of the administration of drugs as part of a treatment by a doctor); in SC, alcohol, or drug addiction; or
3. Committing or attempting to commit a felony (in SC, participating in a felony); or
4. War (declared or undeclared) or any act of war, or service in any armed forces (in OK any war or any act of war, declared or undeclared, while serving in the military forces or any auxiliary unit attached thereto); or
5. Engaging in an illegal occupation (Except in SC); or
6. Participating in a riot or insurrection; or
7. Injury sustained while taking part in any of the following activities: *
 - a. Amateur or Professional Sports or athletics, except for amateur sports or athletics which are non contact and undertaken solely for the leisure, recreational, entertainment or fitness purposes;
 - b. Mountaineering where ropes or guides are normally used or at elevations of 4,500 meters or above;
 - c. Aviation, except when traveling solely as a fare paying passenger in a commercial aircraft;
 - d. Hang gliding, sky diving, parachuting or bungee jumping;
 - e. Snow skiing or snowboarding, except for recreational downhill skiing or cross country snow skiing or snowboarding on prepared and marked boundaries and/or against the advice of the local ski school or local authoritative body;
 - f. Racing by any animal or motorized vehicle
 - g. Spelunking;
 - h. Operating or riding in or upon, mounting or alighting from, any two, three or four wheeled motor/engine driven snowmobile or all terrain vehicle (ATV);

** Exclusion 7 applies only to the Critical Illness conditions of Paralysis, Blindness or Coma*

TAX TREATMENT: The payment of an accelerated benefit may be taxable. A personal tax advisor should be consulted to obtain information about the income tax effect on any accelerated benefits.

FURTHER AFFIANT SAITH NOT.

Robert Heisse
Robert Heisse

SWORN TO AND SUBSCRIBED before me on this 22nd day of January, ~~2009~~ 2010

[Signature]
Notary Public

My Commission Expires: 7/15/2011



My Commission Expires JULY 5, 2011

4. On or around July 2008, Respondent began administering several limited benefit health plans in this state underwritten by Serve America Assurance LTD (“Serve America”).

5. On or around January 2009, the Respondent began settling claims on residents of this state in connection with a group hospital indemnity insurance plan, underwritten by Serve America, that offered the following benefits:

<u>Base Plan Benefits</u>	Basic	Plus	Premier
Benefit per in-patient confinement in hospital	\$300	\$500	\$1,000
Daily Inpatient Benefit Maximum days per confinement	30 days	30 days	30 days
<u>Optional Benefits</u>			
<u>Outpatient Physician Office</u>			
Benefit per visit per member per calendar year	\$50.00	\$50.00	\$70.00
<u>Visit Indemnity Benefit</u>			
Calendar year maximum per insured	6	6	6
<u>Outpatient Diagnostic X-Ray</u>			
Benefit per tests daily for tests performed	\$50.00	\$50.00	\$50.00
<u>Lab Indemnity Benefit</u>			
Calendar year max per insured for outpatient tests only	4	4	4
<u>Surgical & Anesthesia Indemnity benefits</u>			
Per benefit amount shown in the Surgical Schedule, based on benefit level chosen for type of surgery performed	\$1,000	\$1,000	\$1,000
Percentage of additional benefit for Anesthesia Administration	20%	20%	20%
<u>In-Hospital Additional Benefit</u>			
Benefit Per Admission per insured	NA	\$500	\$1,000

Maximum additional benefit confinement per year	NA	2	2
<u>Intensive Care Indemnity Benefit</u>			
Per day of confinement in an intensive care room	\$300	\$500	\$1,000
Maximum days per calendar year	30	30	30

Off the Job Accidental Injury Benefit
Pays actual charges per covered accident, up to the amount

Maximum benefit of 5 accidents per calendar year per member	\$300	\$500	\$500
---	-------	-------	-------

Wellness Indemnity Benefit
Benefit per visit for physical examinations or certain diagnostic

	\$50	\$50	
	\$100		
Maximum visits per calendar year per insured	1	1	1
Well-child visits - 4 visits per calendar year for child 0-12 months and 2 visits per calendar for child 13-24 months	Included	Included	Included

Emergency Room Sickness Visit
Benefit per visit to the ER

	\$50	\$50	\$100
Maximum per calendar year per insured	2	2	2

Critical Illness Benefit

Benefit per initial diagnosis of a covered critical illness and an additional lump sum benefit of the same amount for a subsequent and separate covered critical illness event	NA	NA	\$5,000/ 50% Spouse/Child
--	----	----	---------------------------------

Daily In-Patient Drug & Alcohol Indemnity Benefit

Benefit per day of confinement if insured is confined as an inpatient in a rehabilitation facility for substance abuse	\$200	\$200	\$300
Calendar year maximum (lifetime max \$\$30,000)	\$10,000	\$10,000	\$10,000
<u>Daily Inpatient Mental & Nervous Benefit</u>			
Benefit per day of confinement in an insured is confined as an inpatient in a rehabilitation facility for mental and nervous conditions	\$200	\$300	\$300
Calendar year maximum (Lifetime max \$30,000)	\$10,000	\$10,000	\$10,000

Additional Coverage

Group Term Life Insurance Policy with AD&D Rider	Member	\$5,000
	Spouse	\$2,500
	Child	\$2,500 (AD&D coverage is not available on children)

6. On or around January 2009, the Respondent began settling claims on residents of this state in connection with a group hospital indemnity insurance plan, underwritten by Serve America, that offered the following benefits:

\$2,500	\$5,000	\$7,500
Max Per Occurrence	Max Per Occurrence	Max Per Occurrence

Physicians Office

<u>Visits</u>	\$25 co-pay-\$50	\$25 co-pay-\$70	\$25 co-pay-\$80
Primary, Specialist, Chiropractic Care	Per Visit Benefit	Per Visit Benefit	Per Visit Benefit

<u>ER/Ambulance Service/Sickness/Accident</u>	\$250 Ded - 80%	\$250 Ded - 80%	\$250 Ded - 90%
Deductible Waived if due to Accident	to Maximum Benefit	to Maximum Benefit	to Maximum Benefit

or admitted

Per Occurrence \$300 \$200 \$200

Deductible

-No annual limit
on occurrences
-12 month pre-
existing unless
proof of current
coverage
- no pre-ex on
office visits
or RX

Hospital in-patient 80% to maximum 80% to maximum 90% to maximum
benefit Per occurrence Per Occurrence Per Occurrence
Benefit Benefit Benefit

Physician services 80% to maximum 80% to maximum 90% to maximum
in-patient Per occurrence Per Occurrence Per Occurrence
Benefit Benefit Benefit

In or Outpatient 80% to maximum 80% to maximum 90% to maximum
Surgery Per occurrence Per Occurrence Per Occurrence
Benefit Benefit Benefit

Additional \$400 Per Day \$400 Per Day \$400 Per Day
in-patient Up to 30 Days Per Up to 30 Days Per Up to 30 Days Per
only benefit Confinement Confinement Confinement

Paid after the
per occurrence
accident/sickness
benefit maximum
has been paid
and is used only
as an in-patient
benefit.

Lab/X-Ray/MRI/ 80% to maximum 80% to maximum 90% to maximum

<u>CT Scans/ Diagnostic Tests</u>	Per occurrence Benefit of \$750	Per Occurrence Benefit of \$1,250	Per Occurrence Benefit of \$1,500
<u>Accidental Death Benefit Per Member</u>	\$10,000	\$10,000	\$10,000
<u>Mental Health/ Alcohol/ Drug Rehabilitation In-patient Only</u>	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
<u>Other Medical Services</u>	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
Home Health Care Hospice Physical Therapy Durable Medical Equipment			
<u>Maternity treated as any other Sickness or Illness</u>	80% to maximum Per occurrence Benefit	80% to maximum Per Occurrence Benefit	90% to maximum Per Occurrence Benefit
<u>RX benefits – Express Scripts 50% co-payment for name or generic brand medications up to the maximum per member per year benefit. Express Scripts Discount card after benefits are maxed out for the year.</u>	Wholesale Rate Less Discount 50/50 Co-Pay \$750 Annual Max	Wholesale Rate Less Discount 50/50 Co-Pay \$1,250 Annual Max	Wholesale Rate Less Discount 50/50 Co-Pay \$1,500 Annual Max

Accident Medical Plan - Additional Accident Benefit over health plan benefits - All plans include this benefit. \$1,000 deductible and up to \$25,000 benefit per accident - see policy for

details.

7. On or around January 2009, the Respondent began settling claims on residents of this state in connection with the Critical Illness Plan ("Critical Illness Plan"), underwritten by Serve America, that offered the following benefits:

**CRITICAL ILLNESS PLAN
UNDERWRITTEN AND INSURED BY
SERVE AMERICA ASSURANCE, LTD
OFFERED TO MEMBERS OF THE
RBA-ATA**

PRODUCT DETAILS

The Critical Illness Plan is available to all members of the RBA-ATA between the ages of 18 and 64. It is written guarantee issue with a twelve (12) month pre-existing period for all policies. The plan may be written on the member only or the member and his legal spouse or a family plan covering all immediate family members. Children must be under the age of 18 or a full-time student to be eligible until age 24 or their graduation whichever comes first.

The minimum coverage is \$5,000 per member and the maximum is \$25,000 per member. Benefits are payable for specific illnesses and are not a part of any health insurance benefit additionally paid for these illnesses. The benefit is paid a maximum of one time for all covered conditions. There is no death benefit paid. The maximum term of insurance is for ten (10) years.

UNDERWRITING

All policies are written with a twelve month (12) pre-existing exclusionary period from the effective date of the plan. This means that no benefit will be paid for any covered benefit for the first twelve months of the plan if the insured member has been treated for or diagnosed with that particular illness or sickness.

There is an attached height and weight table that must be adhered to. If you do not meet the minimum or maximum height and weight limits then you or your family member not meeting these requirements are not eligible for this plan and coverage will not be written.

The benefits and percentages listed on the attached documents are the only product benefits that will be paid on. If the disease or illness is not listed it will not be a covered benefit.

**RBA-ATA
Critical Illness**

Height and Weight Chart for Critical Illness

Note: If the Proposed Insured's height or weight falls outside of the listed parameters, they are not eligible for the critical illness plan. This includes the Proposed Insured's spouse or children

Height	Minimum Weight	Maximum Weight
4'8"	69	208
4'9"	70	213
4'10"	71	218
4'11"	73	223
5'0"	86	228
5'1"	87	232
5'2"	89	239
5'3"	91	252
5'4"	93	255
5'5"	95	258
5'6"	98	261
5'7"	101	281
5'8"	105	291
5'9"	107	301
5'10"	110	311
5'11"	114	321
6'0"	116	332
6'1"	119	340
6'2"	123	349
6'3"	130	357
6'4"	134	366
6'5"	138	374
6'6"	146	382

**RBA-ATA CRITICAL ILLNESS
PRODUCT BENEFITS**

100% BENEFIT PAID FOR THE FOLLOWING:

Life Threatening Cancer, Heart Attack, Stroke, Major Organ Transplant, Coronary Artery Bypass Surgery, Kidney Failure, Coma, Paralysis or Blindness

75% BENEFIT PAID FOR THE FOLLOWING:

Insured as Diagnosed by a Physician, Has a life expectancy of Twelve Months or Less, Insured is Permanently Confined to a Nursing Home Due to a Non-Correctable Medical Condition

25% BENEFIT PAID FOR THE FOLLOWING:

Benign Brain Tumor, Alzheimer's Disease, HIV Infection From Blood Transfusion, Parkinson's Disease, Aorta Graft Surgery, Heart Valve Replacement or Repair

10% BENEFIT PAID FOR THE FOLLOWING:

Coronary Angioplasty Surgery (payable one time only)

MAXIMUM CRITICAL ILLNESS BENEFIT IS:

The policy's face amount or \$25,000, whichever is lower. Subsequent claims payments, where applicable, will be based on the benefit percentage as listed above. The maximum payout will be 100% of the total critical illness benefit one time. The Policy terminates after the maximum benefit is paid. Benefits paid after a thirty day waiting period unless the twelve month pre-existing exclusion period precedes the claim benefit. There is no death benefit paid on this Policy.

**RBA-ATA CRITICAL ILLNESS
PRODUCT EXCLUSIONS**

THE FOLLOWING EXCLUSIONS APPLY TO THIS POLICY:

If the Insured has been diagnosed or treated for a particular condition within the past twelve (12) months then that condition is excluded for twelve months (12) from the effective date of the Policy. No benefit would be paid in the event of a claim being filed for that condition. There is a thirty day (30) waiting period before any benefit would be paid on all conditions.

**THE CRITICAL ILLNESS BENEFIT WILL NOT BE PAYABLE IF THE LOSS
RESULTS FROM THE FOLLOWING:**

1. Intentionally self-inflicted injuries, while sane or insane (In MO, while sane; in SC, suicide, sane or insane, attempted suicide or intentionally self-inflicted injury; or

2. Alcohol or drug abuse (unless drug abuse was a result of the administration of drugs as part of a treatment by a doctor); in SC, alcohol, or drug addiction; or
3. Committing or attempting to commit a felony (in SC, participating in a felony); or
4. War (declared or undeclared) or any act of war, or service in any armed forces (in OK any war or any act of war, declared or undeclared, while serving in the military forces or any auxiliary unit attached thereto); or
5. Engaging in an illegal occupation (Except in SC); or
6. Participating in a riot or insurrection; or
7. Injury sustained while taking part in any of the following activities: *
 - a. Amateur or Professional Sports or athletics, except for amateur sports or athletics which are non contact and undertaken solely for the leisure, recreational, entertainment or fitness purposes;
 - b. Mountaineering where ropes or guides are normally used or at elevations of 4,500 meters or above;
 - c. Aviation, except when traveling solely as a fare paying passenger in a commercial aircraft;
 - d. Hang gliding, sky diving, parachuting or bungee jumping;
 - e. Snow skiing or snowboarding, except for recreational downhill skiing or cross country snow skiing or snowboarding on prepared and marked boundaries and/or against the advice of the local ski school or local authoritative body;
 - f. Racing by any animal or motorized vehicle
 - g. Spelunking;
 - h. Operating or riding in or upon, mounting or alighting from, any two, three or four wheeled motor/engine driven snowmobile or all terrain vehicle (ATV);

* *Exclusion 7 applies only to the Critical Illness conditions of Paralysis, Blindness or Coma*

TAX TREATMENT: The payment of an accelerated benefit may be taxable. A personal tax advisor should be consulted to obtain information about the income tax effect on any accelerated benefits.

8. As of January 2010, the Respondent is not licensed to act as an administrator in the State of Tennessee.

CONCLUSIONS OF LAW

11. Tenn. Code Ann. § 56-4-401 defines administrator, in pertinent part, as any person, company, corporation, partnership, association or other legal entity that collects charges or premiums

from, or that adjusts or settles claims on, residents of this state in connection with life or health insurance coverage.

12. Tenn. Code Ann. § 56-2-201(1) defines accident and health insurance, in pertinent part, as “insurance against bodily injury, disablement or death, by accident or accidental means, or the expense of bodily injury, disablement or death, against disablement or expense resulting from sickness, and every insurance pertaining thereto.”

13. Tenn. Code Ann. § 56-6-410(a) provides, in pertinent part, that no person shall act as, or hold out to be, an administrator in this state unless the person holds a license as an administrator issued by the commissioner.

14. Tenn. Code Ann. § 56-2-410(a) provides that “[f]ailure to hold the license shall subject the administrator to a fine of not less than one hundred dollars (\$100) nor more than five hundred dollars (\$500).”

15. The Finds of Fact, above, demonstrate that Respondent is violating Tenn. Code Ann. § 56-6-410 by settling claims on residents of this state in connection with health insurance coverage without a license issued by the Commissioner. Such violation subjects Respondent to the sanctions provided in Tenn. Code Ann. § 56-6-410.

16. Because Respondent is operating without a license, individuals whose health insurance claims are settled by it face serious risks. The administering and settling of claims by the Respondent without any substantive regulatory oversight to ensure compliance with Tennessee Law leaves those policyholders in danger. If an administrator does not fulfill its fiduciary duty to remit funds properly, many policyholders may be effectively without payment on their health insurance claims. These drastic contingencies necessitate the Division’s petition for summary relief in this

case. Since the policyholders of the Respondent are entitled to all of the protections that insurance regulation provides, the public health, safety, or welfare imperatively require the action requested in the Division's prayer.

NOW, THEREFORE, in consideration of the foregoing, it is **ORDERED** that:

1. Smart Data Solutions shall immediately cease and desist further violations of Tenn. Code Ann. §§ 56-2-102 and 105 by settling claims on residents of this state in connection with health insurance coverage without a license issued by the Commissioner;

2. If requested by any of the Respondents, an informal conference shall be held to discuss the circumstances affecting the public health, safety or welfare which warranted the issuance of the summary order. A date for such informal conference will be set, and the Respondents shall be notified of the date when such informal conference may occur should it request one; and,

3. A hearing date is to be established as to all other matters raised in the Petition, and the Respondents shall be notified of the time, date and place for such hearing.

Entry of this Order shall not in any way restrict the Tennessee Insurance Division or the Commissioner of Commerce and Insurance from taking further action with respect to these or other possible violations by the Respondent of Tennessee Law or any of the Rules promulgated thereunder.

This Order shall become a Final Order thirty (30) days from the date of its entry.

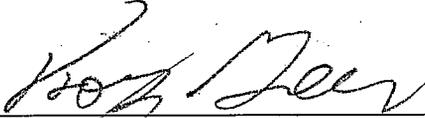
IT IS SO ORDERED.

ENTERED this the 28th day of January, 2010.

Leslie A. Newman

Leslie A. Newman
Commissioner

APPROVED FOR ENTRY:

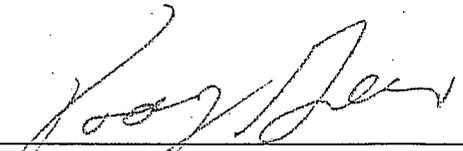


Tony Greer (BPR#023657)
Assistant General Counsel
Department of Commerce and Insurance
500 James Robertson Parkway
Davy Crockett Tower, 2nd Floor
Nashville, Tennessee 37243
615 741 2199

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Petition, Order of Summary Suspension, and Notice of Hearing and Rights of the Respondent was mailed via FedEx Overnight Delivery, bearing receipt number 8684-DZ25-7603, and United States Certified Mail, return receipt requested, bearing receipt number 7004 1350002 6145, to the Respondent, c/o the following:
7791

Smart Data Solutions
4676 Highway 41 North
Springfield, TN 37172



Tony Greer
Certifying Attorney