

**In re: UNUM LIFE INSURANCE
COMPANY OF AMERICA**

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**CONSENT AGREEMENT
Docket No. MCINS 97-38**

This document is a Consent Agreement, authorized by 5 M.R.S.A. § 9053(2) entered into by and among UNUM Life Insurance Company of America (hereafter "*UNUM*") and the Superintendent of the Maine Bureau of Insurance (hereafter also the "*Superintendent*"). The purpose is to resolve, without resort to an adjudicatory proceeding, issues relative to a Staff consumer complaint investigation.

FACTS

1. UNUM is licensed as an insurance administrator pursuant to the laws of the State of Maine.
2. The **Superintendent of Insurance** is the official charged with administering and enforcing Maine's insurance laws and regulations.
3. On October 2, 1997, the Acting Superintendent and Bureau Staff met with UNUM representatives Michael Davis and William Muller regarding a consumer complaint filed with the Bureau by Clifford Cain. Bureau Staff and Mr. Muller had previously exchanged correspondence with regard to the Cain complaint.
4. While UNUM continues to disagree with the position stated by Staff at the October 2nd meeting, the meeting resulted in Mr. Muller's commitment to offer Mr. Cain a more favorable repayment schedule for the disability benefits UNUM alleges were paid to Mr. Cain in error. Mr. Muller further committed to providing the Bureau with a copy of the proposed repayment schedule.
5. Having yet to receive anything from UNUM, Staff left a message on Mr. Muller's voice mail on October 15, 1997 seeking a status update. Mr. Muller did not return Staff's call.
6. Staff followed up a second time on October 23, 1997, both leaving a voice mail for Mr. Muller and speaking with his secretary.
7. On October 28, 1997, Staff received a voice mail from Mr. Muller stating that the promised document would be forthcoming within the next week or so.
8. Having received nothing from Mr. Muller, Staff followed up with Mr. Muller on November 11, 1997, again leaving a message on his voice mail. Mr. Muller did not return Staff's call.
9. Staff left another message on Mr. Muller's voice mail on November 18, 1997. Mr. Muller did not return Staff's call.

10. Staff left another message on Mr. Muller's voice mail on November 25, 1997. Mr. Muller did not return Staff's call.

11. Staff left another message on Mr. Muller's voice mail on December 11, 1997. Mr. Muller did not return Staff's call.

12. As of December 23, 1997, Staff's repeated phone calls to Mr. Muller went unanswered, and the promised repayment proposal had not been forwarded.

13. Title 24-A M.R.S.A. § 220 states as follows: "All insurers and other persons required to be licensed pursuant to this Title shall respond to all lawful inquiries of the superintendent that relate to resolution of consumer complaints involving the licensee within 14 days of receipt of the inquiry and to all other lawful inquiries of the superintendent within 30 days of receipt."

CONCLUSIONS OF LAW

14. UNUM acknowledges its failure to respond to one or more lawful inquiries of the Superintendent within the statutorily mandated time period as required by Title 24-A M.R.S.A. §220.

COVENANTS

15. A formal hearing in this matter is waived and no appeal will be made.

16. At the time of executing this Agreement, will pay to the Maine Bureau of Insurance a penalty in the amount of two hundred dollars (\$200.00) payable to the Treasurer of the State of Maine.

17. At the time of executing this Agreement, UNUM will provide the response committed to as described in paragraph 4 above.

18. In consideration of UNUM's execution of and compliance with the terms of this Consent Agreement, the State of Maine agrees to forgo pursuing any disciplinary measures or other civil sanction for the actions described in paragraphs 8 through 12 other than those agreed to in this Consent Agreement.

MISCELLANEOUS

19. UNUM understands and acknowledges that this Agreement will constitute a public record within the meaning of 1 M.R.S.A. § 402 and will be available for public inspection and copying as provided for by 1 M.R.S.A. § 408.

20. It is understood by the parties to this Agreement that nothing herein shall affect any rights or interests that any person not a party to this Agreement may possess.

21. This Consent Agreement may only be modified by the written consent of the parties.

22. UNUM has been advised of its right to consult with counsel, and has in fact consulted with counsel before executing this Agreement.

Dated: _____, 1998 For: _____

By: _____

Typed Name

Typed Title

STATE OF MAINE
KENNEBEC, SS.

Subscribed and sworn to before me
this _____ day of _____, 1998.

Notary Public/Attorney-at-Law

Dated: _____, 1997

Alessandro Iuppa
Acting Superintendent of Insurance

STATE OF MAINE
KENNEBEC, SS.

Subscribed and sworn to before me
this _____ day of _____, 1998.

Notary Public/Attorney-at-Law

Dated: _____, 1997

Linda Pistner, Esq.
Assistant Attorney General