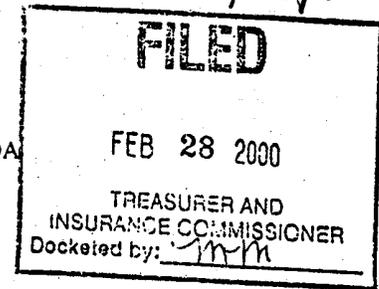




THE TREASURER OF THE STATE OF FLORIDA
DEPARTMENT OF INSURANCE

BILL NELSON



FUTURE FIRST FINANCIAL GROUP, INC.

CASE NO. 34196-00-CO

ORDER TO SHOW CAUSE

You, FUTURE FIRST FINANCIAL GROUP, INC. (FFFG), are hereby notified that pursuant to the Florida Insurance Code the Treasurer and Insurance Commissioner of the State of Florida has caused to be made an investigation of your activities while licensed as a viatical settlement provider, as a result of which it is alleged that:

STATEMENT OF THE CASE AND
GENERAL ALLEGATIONS

1. FUTURE FIRST FINANCIAL GROUP, INC., is a Florida corporation whose principal address is 5000 Sawgrass Village Circle, Suite 23, Ponte Vedra Beach, Fla. 32082
2. FUTURE FIRST FINANCIAL GROUP, INC., is licensed by the Florida Department of Insurance as a viatical settlement provider
3. FUTURE FIRST FINANCIAL GROUP, INC. is engaged in the business of effectuating viatical settlement contracts.
4. Information available to the Department reflects that FUTURE FIRST FINANCIAL GROUP, INC., has, from offices located in this state, effectuated viatical settlement agreements in the presence of circumstances whereby FUTURE FIRST FINANCIAL GROUP, INC., knew, or in the exercise of reasonable diligence should have known, that the underlying insurance policy had been procured through fraud, or

dishonesty, or misrepresentations made by the viator to the insurance company issuing the policy being purchased by FUTURE FIRST FINANCIAL GROUP, INC., and, further, that FUTURE FIRST FINANCIAL GROUP, INC., later induced viatical settlement purchasers to give sums of money as consideration for those life insurance policies or an interest in the death benefits thereof without informing said viatical settlement purchasers of that fraud, or dishonesty, or misrepresentations, thereby putting those sums of money at risk.

COUNT ONE

5. The allegations contained in paragraphs one through and including four are here re-alleged and incorporated by reference into this Count.

6. Files obtained from Future First Financial Group, Inc., show that:

a) On or about April 28, 1998 Gregory Belmore submitted a written application for a \$25,000 life insurance policy to Allianz Life Insurance Company of North America (Allianz).

b) On said application Belmore specifically stated that he had not been diagnosed by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS), Aid Related Complex (ARC), or tested positive for the HIV virus.

c) In reliance on that application and the representations therein, Allianz issued the policy in question on or about May 9, 1998.

d) Despite the fact that said Allianz application was dated April 28, 1998, Belmore signed a March 2, 1998, dated application to Funds For Life (a viatical settlement broker utilized by FFFG to facilitate the effectuation of the

viatical settlement contract between Belmore and FFFG relative to said Allianz policy), in which Funds For Life application Belmore affirmatively stated that he had been diagnosed as HIV positive in April, 1998, and had been taking "Indinavir, DMP, ZEG and Zerit" for a year and a half prior to the date of the Funds For Life application.

e) Further, on or about May 7, 1998, Michael J. Duffy, M.D., a medical consultant to FFFG stated that Belmore had tested positive for HIV, and had a life expectancy of two years from that date.

f) Other medical information obtained from FFFG's files shows that prior to effectuation of the viatical settlement agreement between them, FFFG knew that Belmore had been diagnosed HIV positive as early as March, 1995.

g) Finally, FFFG's files show that it effectuated the viatical settlement agreement with Belmore either on November 26, 1998, as indicated on page one of the viatical settlement agreement, or on June 18, 1998, as indicated on page five of the same, a date well after it knew or in the exercise of reasonable diligence should have known that Belmore had made material misrepresentations relative to his health on the application to Allianz.

IT IS THEREFORE CHARGED that FUTURE FIRST FINANCIAL GROUP, INC., has violated or is accountable under one or more of the following provisions of the Florida Insurance Code which constitutes grounds for the suspension or revocation of its viatical settlement provider license:

(a) Demonstrated lack of fitness and trustworthiness to engage in the business of insurance. [Section 626.611(7), F. S.];

- (b) Has engaged in fraudulent or dishonest practices, or otherwise has been shown to be untrustworthy or incompetent to act as a viatical settlement provider.[Section 626.9914(1)(b), F.S.]
- (c) Willful failure to comply with, or willful violation of, any proper order or rule of the department or willful violation of any provision of this code. [Section 626.611(13), F. S.];
- (d) Failure to report knowledge or belief of the commission of a fraudulent insurance act or any other act which, upon conviction, constitutes a felony or misdemeanor under the Insurance Code or Section 817.234, F.S. [Section 626.989(6), F.S.].

COUNT TWO

7. The allegations contained in paragraphs one through and including four are here re-alleged and incorporated by reference into this Count.

8. Files obtained from Future First Financial Group, Inc., show that:

a) On or about December 29, 1997, Terry Lee Naujoks completed a life insurance policy application form directed to The Ohio State Life Insurance Company, requesting coverage including a death benefit in the amount of \$50,000.

b) On that application Naujoks affirmatively represented that he had not been diagnosed by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS), Aid Related Complex (ARC), or tested positive for the HIV virus.

c) In reliance on that application and the representations contained therein, The Ohio State Insurance Company issued the requested policy on January 22, 1998.

d) However, in his April 7, 1998, application to Funds For Life (a viatical settlement broker utilized by FFFG to facilitate the effectuation of the

viatical settlement contract between Naujoks and FFFG relative to said life insurance policy), Naujoks affirmatively stated that he had been diagnosed as having AIDS in October, 1995.

e) Other medical information obtained from FFFG's files shows that FFFG knew that Naujoks had been diagnosed as HIV positive, and having AIDS, as early as October, 1995.

f) FFFG's files show that it effectuated the viatical settlement agreement with Naujoks relative to his aforementioned life insurance policy either on November 26, 1998, as indicated on page one of the viatical settlement agreement, or on June 25, 1998, as indicated on page five of the same, a date well after it knew or in the exercise of reasonable diligence should have known that Naujoks had made material misrepresentations relative to his health on the application to The Ohio State Insurance Company.

g) Further, FFFG induced viatical settlement purchasers to use their monies as consideration for the purchase of Naujok's life insurance policy or an interest in the death benefits therefrom in February, 1998, while said policy was still in its contestability period, thereby putting those monies at risk through cancellation of the policy by the insurer for fraud or misrepresentations in the application, even though FFFG's Purchase Request Agreement specifically recites that life insurance policies subject thereto must be beyond the contestability period.

IT IS THEREFORE CHARGED that FUTURE FIRST FINANCIAL GROUP, INC., has violated or is accountable under one or more of the following provisions of the Florida Insurance Code which constitutes grounds for the suspension or revocation of its viatical settlement provider license:

- (a) Demonstrated lack of fitness and trustworthiness to engage in the business of insurance. [Section 626.611(7), F. S.];
- (b) Has engaged in fraudulent or dishonest practices, or otherwise has been shown to be untrustworthy or incompetent to act as a viatical settlement provider.[Section 626.9914(1)(b), F.S.]
- (c) Willful failure to comply with, or willful violation of, any proper order or rule of the department or willful violation of any provision of this code. [Section 626.611(13), F. S.];
- (d) Failure to report knowledge or belief of the commission of a fraudulent insurance act or any other act which, upon conviction, constitutes a felony of misdemeanor under the Insurance Code or Section 817.234, F.S. [Section 626.989(6), F.S.]
- (e) 626.9927(1), and 626.9541 Unfair methods of competition and unfair or deceptive acts or practices defined.—

(1) UNFAIR METHODS OF COMPETITION AND UNFAIR OR DECEPTIVE ACTS.—The following are defined as unfair methods of competition and unfair or deceptive acts or practices:

(a) Misrepresentations and false advertising of insurance policies.—Knowingly making, issuing, circulating, or causing to be made, issued, or circulated, any estimate, illustration, circular, statement, sales presentation, omission, or comparison which:

1. Misrepresents the benefits, advantages, conditions, or terms of any insurance policy.
2. Misrepresents the dividends or share of the surplus to be received on any insurance policy.

3. Makes any false or misleading statements as to the dividends or share of surplus previously paid on any insurance policy.
4. Is misleading, or is a misrepresentation, as to the financial condition of any person.
5. Uses any name or title of any insurance policy or class of insurance policies misrepresenting the true nature thereof.
6. Is a misrepresentation for the purpose of inducing, or tending to induce, the lapse, forfeiture, exchange, conversion, or surrender of any insurance policy.
7. Is a misrepresentation for the purpose of effecting a pledge or assignment of, or effecting a loan against, any insurance policy.
8. ~~Misrepresents any insurance policy~~ misrepresents ownership interest in the company. [Section 626.9541(1)(a), F. S.];

(e) False statements and entries.—

1. Knowingly:
 - a. Filing with any supervisory or other public official,
 - b. Making, publishing, disseminating, circulating,
 - c. Delivering to any person,
 - d. Placing before the public,
 - e. Causing, directly or indirectly, to be made, published, disseminated, circulated, delivered to any person, or placed before the public, any false material statement;
2. Knowingly making any false entry of a material fact in any book, report, or statement of any person, or knowingly omitting to make a true entry of any material fact pertaining to the business of such person in any book, report, or statement of such person. [Section 626.9541(1)(e), F. S.];

- (f) Grounds for compulsory refusal, suspension, or revocation of agent's, title agency's, solicitor's, adjuster's, customer representative's, service representative's, or managing general agent's license or appointment.—

The department shall deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, title agency, solicitor, adjuster, customer representative, service representative, or managing general agent, and it shall suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee any one or more of the following applicable grounds exist:

- (7) Demonstrated lack of fitness or trustworthiness to engage in the business of insurance. [Section 626.611, F. S.]

- (g) Grounds for discretionary refusal, suspension, or revocation of agent's, solicitor's, adjuster's, customer representative's, service representative's, or managing general agent's license or appointment.—

The department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, solicitor, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee any one or more of the following applicable grounds exist under circumstances for which such denial, suspension, revocation, or refusal is not mandatory under s. 626.611:

- (6) In the conduct of business under the license or appointment, engaging in unfair methods of competition or in unfair or deceptive acts or practices, as prohibited under part X of this chapter, or having otherwise shown himself or herself to be a source of injury or loss to the public.[Section 626.621,F.S.]

COUNT THREE

9. The allegations contained within paragraphs one through four, inclusive, above, are hereby incorporated and realleged.

10. Files obtained from Future First Financial Group, Inc., show that:

a) On or about March 30, 1998, Edward M. Milner completed an application for a life insurance policy from Surety Life Insurance Company, which policy included a \$40,000 death benefit.

b) In said application, Milner represented that he had never sought or received a medical diagnosis or treatment by a physician for AIDS or ARC, that he had not within the last five years been treated in a physician's office, and that he was not then taking any prescription medication or receiving any treatment of any kind.

c) In reliance on that application and the representations therein, Surety Life Insurance Company issued the policy in question on or about June 22, 1998.

~~d) However, on or about April 9, 1998, well before the life insurance policy in question was issued, Milner completed an application to Funds For Life (a viatical settlement broker utilized by FFFG to facilitate the effectuation of viatical settlement contracts), Milner affirmatively stated: "I visit the doctor every other month", and that he was using "DDI, Zerit, and Vericept", all prescription medications.~~

e) Additionally, on April 21, 1998, Michael J. Duffy, M.D. diagnosed Milner as HIV positive, and assigned to him a life expectancy of two years.

f) Further, FFFG's own records show that FFFG knew that Milner had been undergoing treatment for being HIV positive at least as early as January, 1997.

g) Finally, FFFG's files show that it effectuated the viatical settlement agreement with Milner on August 3, 1998, as indicated on page one of its

Viatical Settlement Contract & Escrow Agreement, a date well after it knew or in the exercise of reasonable diligence should have known that Milner had made material misrepresentations relative to his health on the application to Surety Life Insurance Company.

IT IS THEREFORE CHARGED that FUTURE FIRST FINANCIAL GROUP, INC., has violated or is accountable under one or more of the following provisions of the Florida Insurance Code which constitutes grounds for the suspension or revocation of its viatical settlement provider license:

- (a) Demonstrated lack of fitness and trustworthiness to engage in the business of insurance. [Section 626.611(7), F. S.];
- (b) Has engaged in fraudulent or dishonest practices, or otherwise has been shown to be untrustworthy or incompetent to act as a viatical settlement provider. [Section 626.9914(1)(b), F.S.]
- (c) Willful failure to comply with, or willful violation of, any proper order or rule of the department or willful violation of any provision of this code. [Section 626.611(13), F. S.];
- (d) Failure to report knowledge or belief of the commission of a fraudulent insurance act or any other act which, upon conviction, constitutes a felony of misdemeanor under the Insurance Code or Section 817.234, F.S. [Section 626.989(6), F.S.].

COUNT FOUR

The allegations contained in paragraphs one through and including four are here re-alleged and incorporated by reference into this Count.

6 Files obtained from Future First Financial Group, Inc., show that:

a) On or about March 6, 1998 the same Gregory Belmore referenced in Count One hereof submitted a written application for a \$150,000 group life insurance policy to John Hancock's Armed Forces Benefit Association.

b) On said application Belmore specifically stated that he had not been diagnosed by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS), Aid Related Complex (ARC), or tested positive for the HIV virus, or had any treatment, observation, or consultations in a doctor's office.

c) In reliance on that application and the representations therein, John Hancock issued the policy in question on or about March 11, 1998.

~~d) Despite the fact that said life insurance policy application is dated~~
March 6, 1998, Belmore, on March 2, 1998, completed an application to Funds For Life (a viatical settlement broker utilized by FFFG to facilitate the effectuation of the viatical settlement contract between Belmore and FFFG relative to said John Hancock group policy), Belmore affirmatively stated that he had been diagnosed as HIV positive in April, 1998, and had been taking "Indinavir, DMP, ZEG and Zerit" for a year and a half prior to the date of the Funds For Life application.

e) Further, on or about May 7, 1998, Michael J. Duffy, M.D., a medical consultant to FFFG stated that Belmore had tested positive for HIV, and had a life expectancy of two years from that date.

f) Other medical information obtained from FFFG's files shows that FFFG knew that Belmore had been diagnosed HIV positive as early as March, 1995.

g) Finally, FFFG's files show that it effectuated the viatical settlement agreement with Belmore on May 4, 1998, as indicated on page one of the Viatical Settlement Contract & Escrow Agreement, a date well after FFFG knew or in the exercise of reasonable diligence should have known that Belmore had made material misrepresentations relative to his health on the John Hancock group application.

IT IS THEREFORE CHARGED that FUTURE FIRST FINANCIAL GROUP, INC., ~~has violated or is accountable under one or more of the following provisions of the~~ Florida Insurance Code which constitutes grounds for the suspension or revocation of its viatical settlement provider license:

- (a) ~~Demonstrated lack of fitness and trustworthiness to engage in the business of insurance.~~ [Section 626.611(7), F. S.];
- (b) Has engaged in fraudulent or dishonest practices, or otherwise has been shown to be untrustworthy or incompetent to act as a viatical settlement provider.[Section 626.9914(1)(b), F.S.]
- (c) Willful failure to comply with, or willful violation of, any proper order or rule of the department or willful violation of any provision of this code. [Section 626.611(13), F. S.];
- (d) Failure to report knowledge or belief of the commission of a fraudulent insurance act or any other act which, upon conviction, constitutes a felony of misdemeanor under the Insurance Code or Section 817.234, F.S. [Section 626.989(6), F.S.].

COUNT FIVE

Files obtained from Future First Financial Group, Inc., show that:

a) On or about January 9, 1998, the same Terry Lee Naujoks referenced in Count Three completed a life insurance policy application form directed to Ameritas Life Insurance Corp. (Ameritas), requesting coverage including a death benefit in the amount of \$86,500.

b) On that application Naujoks affirmatively represented that he has not been diagnosed or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS), Aid Related Complex (ARC), and had no physical disorder not listed on that application form.

~~c) In reliance on that application and the representations~~
contained therein, Ameritas issued the requested policy on February 3, 1998.

d) However, in his April 7, 1998, application to Funds For Life (a viatical settlement broker utilized by FFFG to facilitate the effectuation of the viatical settlement contract between Naujoks and FFFG relative to said life insurance policy), Naujoks affirmatively stated that he had been diagnosed as havings AIDS in October, 1995.

e) Further, on or about May 30, 1998, Michael J. Duffy, M.D., a medical consultant to FFFG stated that Naujoks had tested positive for HIV, and had a life expectancy of two years.

f) Other medical information obtained from FFFG's files shows that FFFG knew that Naujoks had been diagnosed as HIV positive as early as October, 1995.

g) FFFG's files show that it effectuated the viatical settlement agreement with Naujoks relative to his aforementioned life insurance policy either on November 26, 1998, as indicated on page one of the viatical settlement agreement, or on June 25, 1998, as indicated on page five of the same, a date well after it knew or in the exercise of reasonable diligence should have known that Naujoks had made material misrepresentations relative to his health on the application to Ameritas.

h) Further, FFFG induced viatical settlement purchasers to use their monies as consideration for the purchase of Naujok's life insurance policy or an interest in the death benefits therefrom in February, 1998, while said policy was still in its contestability period, thereby putting those monies at risk through cancellation of the policy by the insurer for fraud or misrepresentations in the application, even though FFFG's Purchase Request Agreement specifically recites that life insurance policies subject thereto must be beyond the contestability period.

IT IS THEREFORE CHARGED that FUTURE FIRST FINANCIAL GROUP, INC., has violated or is accountable under one or more of the following provisions of the Florida Insurance Code which constitutes grounds for the suspension or revocation of its viatical settlement provider license:

- (a) Demonstrated lack of fitness and trustworthiness to engage in the business of insurance. [Section 626.611(7), F. S.];
- (b) Has engaged in fraudulent or dishonest practices, or otherwise has been shown to be untrustworthy or incompetent to act as a viatical settlement provider. [Section 626.9914(1)(b), F.S.]

- (c) Willful failure to comply with, or willful violation of, any proper order or rule of the department or willful violation of any provision of this code. [Section 626.611(13), F. S.];
- (d) Failure to report knowledge or belief of the commission of a fraudulent insurance act or any other act which, upon conviction, constitutes a felony of misdemeanor under the Insurance Code or Section 817.234, F.S. [Section 626.989(6), F.S.].
- (e) 626.9927(1), and 626.9541 Unfair methods of competition and unfair or deceptive acts or practices defined.—

(1) UNFAIR METHODS OF COMPETITION AND UNFAIR OR DECEPTIVE ACTS.—The following are defined as unfair methods of competition and unfair or deceptive acts or practices:

- (a) Misrepresentations and false advertising of insurance policies.—Knowingly making, issuing, circulating, or causing to be made, issued, or circulated, any estimate, illustration, circular, statement, sales presentation, omission, or comparison which:
 1. Misrepresents the benefits, advantages, conditions, or terms of any insurance policy.
 2. Misrepresents the dividends or share of the surplus to be received on any insurance policy.
 3. Makes any false or misleading statements as to the dividends or share of surplus previously paid on any insurance policy.
 4. Is misleading, or is a misrepresentation, as to the financial condition of any person.
 5. Uses any name or title of any insurance policy or class of insurance policies misrepresenting the true nature thereof.
 6. Is a misrepresentation for the purpose of inducing, or tending to induce, the lapse, forfeiture, exchange, conversion, or surrender of any insurance policy.

7. Is a misrepresentation for the purpose of effecting a pledge or assignment of, or effecting a loan against, any insurance policy.

8. Misrepresents any insurance policy misrepresents ownership interest in the company. [Section 626.9541(1)(a), F. S.];

(e) False statements and entries.—

1. Knowingly:

a. Filing with any supervisory or other public official,

b. Making, publishing, disseminating, circulating,

c. Delivering to any person,

d. Placing before the public,

e. Causing, directly or indirectly, to be made, published, disseminated, circulated, delivered to any person, or placed before the public, any false material statement;

2. Knowingly making any false entry of a material fact in any book, report, or statement of any person, or knowingly omitting to make a true entry of any material fact pertaining to the business of such person in any book, report, or statement of such person. [Section 626.9541(1)(e), F. S.];

(f) Grounds for compulsory refusal, suspension, or revocation of agent's, title agency's, solicitor's, adjuster's, customer representative's, service representative's, or managing general agent's license or appointment.—

The department shall deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, title agency, solicitor, adjuster, customer representative, service representative, or managing general agent, and it shall suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee any one or more of the following applicable grounds exist:

(7) Demonstrated lack of fitness or trustworthiness to engage in the business of insurance. [Section 626.611, F. S.]

- (g) Grounds for discretionary refusal, suspension, or revocation of agent's, solicitor's, adjuster's, customer representative's, service representative's, or managing general agent's license or appointment.—

The department may, in its discretion, deny an application for, suspend, revoke, or refuse to renew or continue the license or appointment of any applicant, agent, solicitor, adjuster, customer representative, service representative, or managing general agent, and it may suspend or revoke the eligibility to hold a license or appointment of any such person, if it finds that as to the applicant, licensee, or appointee any one or more of the following applicable grounds exist under circumstances for which such denial, suspension, revocation, or refusal is not mandatory under s. 626.611:

- (6) In the conduct of business under the license or appointment, engaging in unfair methods of competition or in unfair or deceptive acts or practices, as prohibited under part X of this chapter, or having otherwise shown himself or herself to be a source of injury or loss to the public. [Section 626.621, F.S.]

IT IS THEREFORE CHARGED that FUTURE FIRST FINANCIAL GROUP, INC., contrary to the prohibitions in Section 626.9914, Florida Statutes, has engaged in fraudulent or dishonest practices or has otherwise been shown to be untrustworthy or incompetent to act as a viatical settlement provider as described in Section 626.9911(6), Florida Statutes, and has engaged in unfair trade practices prohibited by Sections 626.9521, 626.9541, and 626.9927, Florida Statutes.

WHEREFORE, FUTURE FIRST FINANCIAL GROUP, INC., is directed to show cause why the Department of Insurance should not enter an order suspending or revoking the viatical settlement provider license held by FUTURE FIRST FINANCIAL

GROUP, INC., and imposing such other penalties as may be provided under the provisions of the Florida Insurance Code.

DONE AND ORDERED this 28th day of February, 2000.



Bill Nelson
BILL NELSON
Treasurer and
Insurance Commissioner

NOTICE OF RIGHTS

Pursuant to Sections 120.569 and 120.57, Florida Statutes, and Rule 28-106 Florida Administrative Code (F.A.C.), you have a right to request a hearing to contest this action by the Department. You may request a hearing by filing a Petition. The Petition must be in writing and signed by you. The Petition requesting a hearing must be directed to the General Counsel, acting as the Agency Clerk for the Department of Insurance. If you respond by U.S. Mail, the Petition should be addressed to the Florida Department of Insurance at 612 Larson Building, Tallahassee, Florida 32399-0333. If Express Mail or hand delivery is utilized, the Petition should be delivered to 612 Larson Building, 200 East Gaines Street, Tallahassee, Florida 32399-0333. The Petition must be received by the Department within twenty-one (21) days of the date of your receipt of this notice.

Mailing the Petition on the twenty-first day will not preserve your right to a hearing.

YOUR FAILURE TO SO ENSURE THAT THE PETITION REPLYING TO THIS ORDER TO SHOW CAUSE IS RECEIVED BY THE DEPARTMENT WITHIN TWENTY-ONE (21) DAYS WILL CONSTITUTE A WAIVER OF YOUR RIGHT TO REQUEST A HEARING ON THE MATTERS ALLEGED HEREIN AND AN ORDER OF REVOCATION WILL BE ENTERED AGAINST YOU.

You may be entitled to a hearing on the proposed agency action pursuant to Sections 120.569 and 120.57, Florida Statutes. If the Petition requests a hearing, it must comply with all of the requirements of Rule 28-106, Florida Administrative Code, and must specifically contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known (see Case Number on the Order to Show Cause);

(b) The name, address, and telephone number of the petitioner (For the purpose of requesting hearing in this matter, you are the "petitioner".); the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision (the Order to Show Cause to which your petition is responding);

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts ~~the petitioner contends warrant reversal or modification of the agency's proposed action;~~

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(g) ~~A statement of the relief sought by the petitioner, stating precisely the action~~ petitioner wishes the agency to take with respect to the agency's proposed action.

Your failure to substantially comply with any of those requirements will result in your petition being dismissed as provided for in Rule 28-106.201(4) F.A.C.

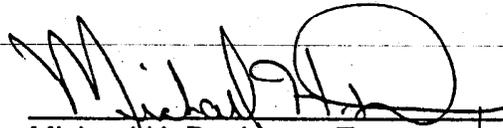
ADDITIONAL RIGHTS

If a hearing of any type is requested, you have the right to hire an attorney to represent you, to testify in your own behalf, to call and to cross-examine witnesses, and to compel the attendance of witnesses and the production of documents by subpoena.

Failure to follow the procedure outlined with regard to your response to this notice may result in the request being denied. All prior oral communication or correspondence in this matter shall be considered freeform agency action, and no such oral communication or correspondence shall operate as a valid request for an administrative proceeding. Any request for an administrative proceeding received prior to the date of this notice shall be deemed abandoned unless timely renewed in compliance with the guidelines as set out above. Mediation of this matter is not available, and no department attorney will discuss this matter with you until the Petition has been received by the Department of Insurance.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing ORDER TO SHOW CAUSE and NOTICE OF RIGHTS have been furnished by Certified Mail to Future First Financial Group, Inc., 5000 Sawgrass Circle, Suite 23, Ponte Vedra Beach, Fla. 32082 this 28th day of February, 2000, and to Steve Malono, Esq., c/o Carlton, Fields, et al, 215 S. Monroe St. Suite 500 Tallahassee, Fla. 32303



Michael H. Davidson, Esq.
Florida Department of Insurance
Division of Legal Services
200 E. Gaines Street, Suite 612
Tallahassee, Florida 32399-0333
(850) 413-4178