

**FILED**

JAN 27 2022

INSURANCE REGULATION  
Docketed by: 



OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER  
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 288235-21

HEALTH FIRST INSURANCE, INC.  
\_\_\_\_\_ /

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing by HEALTH FIRST INSURANCE, INC. (hereinafter referred to as the "HFII") with the OFFICE OF INSURANCE REGULATION (hereinafter referred to as the "OFFICE") of a request to surrender its Certificate of Authority to operate as a Life and Health Insurer in the state of Florida. The OFFICE, having considered said request and being otherwise fully advised in the premises, finds as follows:

1. The OFFICE has jurisdiction over the subject matter and the parties to this proceeding.
2. HFII is a Florida domiciled Life and Health Insurer licensed under Chapter 624, Part III, Florida Statutes.
3. HFII received its Certificate of Authority to operate as a Life and Health Insurer from the OFFICE pursuant to Part III, Chapter 624, Florida Statutes, on October 27, 2011.
4. On or about October 21, 2021, HFII notified the OFFICE of its request to voluntarily surrender its Certificate of Authority in accordance with Section 624.430, Florida Statutes. The notice of intent to surrender was received by the Office via certified mail on November 3, 2021.

5. HFII has notified the OFFICE that there are twenty-one (21) Medicare supplement policies remaining, all of which will need to transition to other coverage. HFII expects all remaining policies to be completely run-off by August 1, 2022.

6. HFII agrees that upon execution of this Consent Order, it shall be subject to the following terms and conditions:

a HFII shall provide the notice of the discontinuation of coverage and the notice of guarantee issue periods, attached as exhibits A and B, pursuant to Rule 690-156.0095, Florida Administrative Code, to each affected member. Each notice shall be provided to members at least one hundred eighty (180) days prior to the date of the cancellation of coverage.

b HFII shall continue to be subject to Chapter 624, Part III, Florida Statutes.

c HFII will assist all current Medicare supplement policyholders noted in subparagraph (a) above by providing the notices approved by the OFFICE. In addition, HFII will call each member to explain the notice and discuss his or her alternative options regarding the Medicare supplement plans with a preferred broker/agent. It is the responsibility of the company to ensure each member is able to select a replacement plan within his or her guarantee issue time period. HFII is not eligible to surrender its license until each member has been placed with a new plan or has certified they no longer wish to carry Medicare supplement coverage.

d HFII shall provide all members a five (5) year bridge premium differential to assist with the transition to a new Medicare supplement plan, where the newly selected plan requires greater premium payments than the member's current plan with HFII.

e HFII shall submit to the OFFICE a written report of the ultimate resolution of each Medicare supplement Policy.

f Upon the transition of all Medicare supplement policyholders, HFII shall provide to the OFFICE an affidavit notarized and signed by two (2) corporate officers, stating HFII no longer has any Florida business in force and does not have any outstanding liabilities. HFII shall submit an audited financial statement and actuarial certification certifying there are no liabilities.

g Upon receipt of the above documentation and the attestation that all policy claims have been paid, HFII's Certificate of Authority as a Life and Health insurer in Florida shall be SURRENDERED without further action by the OFFICE. HFII may then request in writing the return of all deposits on file with the Department of Financial Services, Bureau of Collateral Management.

7. HFII agrees and affirms that all information, submissions, explanations, representations, and documents provided to the OFFICE in connection with this matter, including all attachments and supplements thereto, are true and correct and material to the issuance of this Consent Order.

8. Any deadlines set forth in this Consent Order may be extended by written approval of the OFFICE. Approval of any deadline extension is subject to statutory and administrative regulation limitations.

9. HFII agrees that the OFFICE shall retain continuing jurisdiction over HFII or its successors to enforce the provisions of the Florida Insurance Code applicable to the satisfaction of past, current, and future claims, liabilities, or other obligations of HFII that have arisen or may arise in the state of Florida. HFII consents to the jurisdiction of the Circuit Court for the Second Judicial Circuit of Florida for the purpose of enforcing the provisions of this Consent Order and relevant provisions of the Florida Insurance Code due to outstanding consumer issues or due to

market conduct examinations or investigations. In the event of any deviation by HFII from the terms, conditions, and covenants of this Consent Order, the OFFICE shall be entitled to seek appropriate relief at law or in equity for the purpose of enforcing this Consent Order. Notwithstanding the provisions of this Consent Order hereof, if such enforcement action by the OFFICE is required, HFII shall be responsible for all costs incurred and for the reasonable value of the OFFICE's attorneys' time incurred in such action and in any ensuing appeal.

10. HFII agrees that, if at any time, it seeks licensure as a Life and Health insurer in Florida, it shall reapply in accordance with Sections 624.404 and 624.413, Florida Statutes.

11. Any prior Order(s) of the OFFICE, or Consent Order(s) or corrective action plan(s) that HFII has entered into with the OFFICE prior to the issuance of this Consent Order, shall apply and remain in full force and effect for HFII unless inconsistent with this Consent Order.

12. HFII expressly waives a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all further and other proceedings herein to which it may be entitled by law or rules of the OFFICE. HFII hereby knowingly and voluntarily waives all rights to challenge or to contest this Consent Order in any forum now or in the future available to it, including the right to any administrative proceeding, state or federal court action, or any appeal.


13. Each party to this action shall bear its own costs and attorney's fees.

14. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the signature of HFII or its authorized representative, notwithstanding the fact that the copy was transmitted to the OFFICE electronically. Further, HFII agrees that its signature as affixed to this Consent Order shall be under the seal of a Notary Public.

WHEREFORE, the agreement between HEALTH FIRST INSURANCE, INC. and the OFFICE OF INSURANCE REGULATION, subject to the terms and conditions set forth above, is APPROVED.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE and ORDERED this 27 day of January, 2022.

  
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David Altmaier, Commissioner  
Office of Insurance Regulation

By execution hereof, HEALTH FIRST INSURANCE, INC. consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind HEALTH FIRST INSURANCE, INC. to the terms and conditions of this Consent Order.

HEALTH FIRST INSURANCE, INC

By: [Signature]

[Corporate Seal]

Name: MATTHEW GENRELL  
(Please type or print)

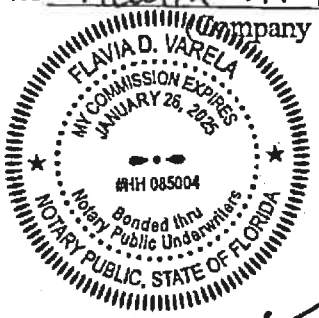
Title: CEO - HEALTH FIRST HEALTH PLANS

Date: 1/26/2022

STATE OF Florida  
COUNTY OF Brevard

The foregoing affidavit was sworn to and subscribed before me this 26<sup>th</sup> day of January, 2022,  
by Matthew Genrell as CEO Health First Health Plans  
(Name of person) (Type of authority...e.g. officer, trustee attorney in fact)

for Health First  
(Company name)



[Signature]  
(Signature of notary)

FLAVIA VARELA  
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known  OR Produced Identification

Type of identification produced \_\_\_\_\_

My Commission Expires 1/26/2025

COPIES FURNISHED TO:

Matthew Gerrell PRESIDENT/CHIEF  
EXECUTIVE OFFICER  
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6450 US Highway 1  
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# Health Plans

Underwritten by Insurance

6450 US Highway 1  
Rockledge, Florida 32955  
myHFHR.org

[Date]

[First Name][Last Name]  
[Address line 1]  
[Address line 2]  
[City] [State] [Zip]

Dear [First Name][Last Name]:

RE: Discontinuation of coverage

Thank you for choosing Health First Insurance, Inc. for your Medicare Supplement needs.

We are writing to share important information about your coverage with Health First Insurance. We will be discontinuing all of our Medicare Supplement policies, which includes your current plan offering. Unfortunately, this means the coverage under your supplement plan will end on [Last Day of Coverage].

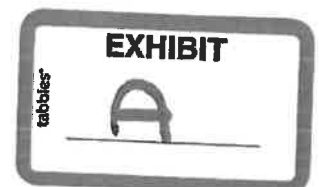
Please note that because this Medicare Supplement policy is ending through no fault of your own, you are eligible for guaranteed issue rights. Guaranteed issue rights are rights you have in certain situations when insurance companies must offer you certain Medicare Supplement policies. This means you will be able to purchase a supplemental policy with another insurance company. Please contact your local insurance broker to discuss any guaranteed issue rights that you may have.

Because you are eligible for guaranteed issue rights, you may need to send a copy of this notice as proof with your Medicare Supplement application. For more information, call Customer Service toll-free at 1.855.443.4735 (TTY/TDD relay: 1.800.955.8771) Monday through Friday from 8 am to 6 pm.

Sincerely,

Matthew Gerrell  
Chief Executive Officer

Health First Health Plans is underwritten by Health First Insurance, Inc. Health First Insurance, Inc. does not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation, or health status in the administration of the plan, including enrollment and benefit determinations.







# Health Plans

Underwritten by Insurance

6450 US Highway 1  
Rockledge, Florida 32955  
myHFHR.org

[Date]

[First Name][Last Name]  
[Address line 1]  
[Address line 2]  
[City] [State] [Zip]

Dear [First Name][Last Name]:

RE: Guaranteed Issue Rights

Thank you for choosing Health First Insurance, Inc. for your Medicare Supplement needs.

We are writing to share important information about your Medicare Supplement policy and about your guaranteed issue rights.

Guaranteed issue rights are rights you have in certain situations when insurance companies must offer you certain Medicare Supplement policies. If one of the following circumstances apply, you are guaranteed coverage under plans A, B, C, F (including F with high deductible), K, and L:

1. Your insurance company becomes insolvent or for any other involuntary termination of coverage under the Medicare Supplement policy;
2. The insurance company substantially violated a material provision of the Medicare Supplement policy; or
3. The insurance company, or an agent or other entity acting on their behalf, materially misrepresented the Medicare Supplement policy's provisions when marketing the Medicare Supplement policy to you.

The guaranteed-issue period begins on the earlier of:

1. The date that you receive a notice of termination, a notice of the insurance company's bankruptcy or insolvency, or other similar notice; and
2. The date that your coverage is terminated, and ends on the date that is sixty-three (63) days after the date the coverage terminated.

Under guaranteed issue rights, a health insurance company cannot:

1. Deny or condition the issuance of a Medicare Supplement policy that is offered and is available for issuance to new enrollees by the insurance company;
2. Cannot discriminate in the price of the policy because of health status, claims experience, receipt of health care, or a medical condition; and;
3. Cannot exclude benefits based on a pre-existing condition.

Please contact your local insurance broker to discuss any guaranteed issue rights that you may have.



For more information about your Medicare Supplement policy, please call Customer Service toll-free at 1.855.443.4735 (TTY/TDD relay: 1.800.955.8771) Monday through Friday from 8 am to 6 pm.

Sincerely,

Matthew Gerrell  
Chief Executive Officer

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Health First Health Plans is underwritten by Health First Insurance, Inc. Health First Insurance, Inc. does not discriminate on the basis of race, color, national origin, disability, age, sex, gender identity, sexual orientation, or health status in the administration of the plan, including enrollment and benefit determinations.