

NYC Department of Buildings
C of O PDF Listing for Property

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For Certificates of Occupancy requested on or after March 1, 2021, see [DOB NOW](#).

Premises: 111 REAR SULLIVAN STREET MANHATTAN

BIN: [1077252](#) Block: 503 Lot: 8


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Premises: 113 REAR SULLIVAN STREET MANHATTAN

BIN: [1077254](#) Block: 503 Lot: 9


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Premises: 115 REAR SULLIVAN STREET MANHATTAN

BIN: [1077256](#) Block: 503 Lot: 10

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ABOUT YOUR PROPERTY TAXES

Property taxes are determined using a complex formula that takes into account many different amounts and calculations. Visit www.nyc.gov/nopv for more information about property valuation and taxation.

The Department of Finance estimates that as of January 5, 2020, the market value for this property is \$3,981,000.

We estimate your property's market value using the income approach. Market value is determined by dividing the net operating income by the overall capitalization rate.

The following factors are used by the Department of Finance to determine market value:

Estimated Building Gross Square Footage: 10,210

Estimated Gross Income: **\$653,338**

Estimated Expenses: \$163,156

Net Operating Income: We subtract estimated expenses from estimated gross income, resulting in a net operating income of \$490,182.

Base capitalization rate: We used a capitalization rate of 6.70% which is the Department of Finance's estimate of the rate of return that an ordinary investor would expect on their investment in this type of property.

Overall capitalization rate: We add an effective tax rate of 5.613% to account for taxes due. Added together your overall capitalization rate is 12.313%.

Visit www.nyc.gov/nopv for more information.

If you own income-producing property, you must file a Real Property Income and Expense (RPIE) statement or a claim of exclusion unless you are exempt by law. You must also file information about any ground or second floor commercial units on the premises, even if you are exempt from filing an RPIE statement. The deadline to file is June 1, 2020. Failure to file will result in penalties and interest, which will become a lien on your property if they go unpaid. Visit www.nyc.gov/rpie for more information.

Beginning February 2020, RPIE filers with a tentative actual assessed value of \$750,000 or greater will be required to file an addendum containing rent roll information for the tax year during which filing of the income and expense statement is required.

How You Will Be Billed:

Property tax bills are mailed quarterly for properties with an assessed value of \$250,000 or less and semiannually for properties assessed at more than \$250,000. If you pay your property taxes through a bank, mortgage servicing company, or co-op board, you will not receive a bill from the Department of Finance unless you are responsible for other charges, such as sidewalk or emergency repair charges.



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NYC Department of Buildings
Property Profile Overview

117 SULLIVAN STREET	117 - 117	MANHATTAN 10012	BIN# 1007779
SULLIVAN STREET		Health Area : 6800	Tax Block : 503
		Census Tract : 49	Tax Lot : 11
		Community Board : 102	Condo : NO
		Buildings on Lot : 1	Vacant : NO

[View DCP Addresses...](#) [Browse Block](#)

View Zoning Documents	View Challenge Results	Pre - BIS PA	View Certificates of Occupancy.
---------------------------------------	--	------------------------------	---

Cross Street(s):	SPRING STREET, PRINCE STREET		
DOB Special Place Name:			
DOB Building Remarks:			
Landmark Status:	L - LANDMARK	Special Status:	N/A
Local Law:	NO	Loft Law:	NO
SRO Restricted:	NO	TA Restricted:	NO
UB Restricted:	NO		
Environmental Restrictions:	N/A	Grandfathered Sign:	NO
Legal Adult Use:	NO	City Owned:	NO
Additional BINs for Building:	NONE		
HPD Multiple Dwelling:	Yes		
Special District:	UNKNOWN		

This property is not located in an area that may be affected by Tidal Wetlands, Freshwater Wetlands, Coastal Erosion Hazard Area, or Special Flood Hazard Area. [Click here for more information](#)

Department of Finance Building Classification:		C4-WALK-UP APARTMENT	
Please Note: The Department of Finance's building classification information shows a building's tax status, which may not be the same as the legal use of the structure. To determine the legal use of a structure, research the records of the Department of Buildings.			
Complaints	Total		Open
	0	0	0
		<u>Elevator Records</u>	<u>Electrical Applications</u>



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BIN: [1007779](#) Block: 503 Lot: 11

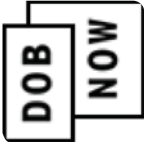
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DOB NOW

Submit Filings, Payments, and Requests to the NYC Department of Buildings

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[Home](#)

Property Profile

117 SULLIVAN STREET |
MANHATTAN 10012 |
BIN# 100773

Building Schedule of Occupancy	Certificate of Occupancy	Certificate of Compliance	Tenant Protection Plans	After Hour Variance	Energy Submission
--------------------------------	--------------------------	---------------------------	-------------------------	---------------------	-------------------

 Energy Efficiency Rating (Local Law 33 of 2018)

View

Alternate Addresses:
SULLIVAN STREET
117 - 117

Cross Street(s)
SPRING STREET, PRINCE STREET

DOB Special Place Name

Tax Block
503

Tax Lot
11

Community Board
102

Condo
NO

Buildings on Lot
1

Vacant
NO

Health Area
6800

Census Tract
49

DOB Building Remarks

Landmark Status
L - LANDMARK

Special Status
N/A

Local Law
NO

Loft Law
NO

SRO Restricted
NO

TA Restricted
NO

UB Restricted
NO

Environmental Restrictions
N/A

Grandfathered Sign
NO

Legal Adult Use
NO

City Owned
NO

Additional BINs for Building
NONE

Special District

This property is located in an area that may be affected by the following:

- Tidal Wetlands Map Check: No
- Freshwater Wetlands Map Check: No
- Coastal Erosion Hazard Area Map Check: No
- Special Flood Hazard Area Check: No

Department of Finance Building Classification:

C4-WALK-UP APARTMENT

Please Note: The Department of Finance's building classification information shows a building's tax status, which may not be the same as the legal use of the structure. To determine the legal use of a structure, research the records of the Department of Buildings.

Job Filings/Compliance Filings/Requests

BIS Schedule of Occupancy

0

BUILD: Job Filings

0

Certificate of Occupancy

0

SAFETY: Compliance Filings

()

Compliance Type:

Facades

▼

Technical Report(TR6)/(FISP) () Initial Extension Request(FISP1) () Additional Extension Request(FISP2) () Unsafe Notification(FISP3) ()

View	▼	Filing Number	▼	Complaint Status	▼	Filing Date	▼	Owner	▼	QEWI	▼

Total Items: 0

◀

1

/ (of)1

▶

25

Items Per Page

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City of New York

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

11076257

PROPERTY REGISTRATION FORM - IN

109153

11076257

House No	Street Name	Boro	Reg Due Date	Amount Due
111 REAR	SULLIVAN STREET	MN	8/31/2021	0.00

PROPERTY REG ID# 109153
BLOCK# 00503
FORM SEQ NO 11076257
LOT# 0008

Review all the information printed in the shaded area of all sections. If any information in a shaded area no longer applies, draw a line through the old information. Type or print new information in block letters and numbers. Use black or blue ink only. Make all corrections below shaded area.

2. HPD has the form of ownership on file as Other .To change the ownership type, you must contact the Registration Assistance Unit or go online to obtain a form.

5. OTHER THAN INDIVIDUAL OWNERSHIP

5A. Corporation/Partnership/LLC/Other Name			Tax ID. Number		County Where Cert. of Doing Business			Are One or More Partners a Corporation ?	
BO FREEMAN			81101519		NEW YORK			NO	
Bldg No.(Bsn)	Street Name		Suite/Rm	City		State	Zip Code	Telephone/Ext.:	
111	SULLIVAN STREET		2BR	New York		NY	10012	(646) 256-3609	
5A1. RESPONSIBLE PERSON #1		M.I.	Last		Title			Currently in Active Military Service?	
R			L					NO	
Bldg No.(Business)	Street Name		Suite/Rm	City		State	Zip Code	Telephone/Ext.:	
111	SULLIVAN STREET		2BR	NEW YORKN		NY	10012	(646) 256-2609	
House No.(Resident)	Street Name		Apt	City		State	Zip Code	Telephone:	
111	SULLIVAN STREET		2BR	NEW YORKN		NY	10012	(646) 256-3609	
5A2. RESPONSIBLE PERSON #2		M.I.	Last		Title			Currently in Active Military Service?	
Bldg No(Business)	Street Name		Suite/Rm	City		State	Zip Code	Telephone/Ext.:	
House No.(Resident)	Street Name		Apt	City		State	Zip Code	Telephone:	

5B. PROVIDE INFORMATION IN 5B1 THROUGH 5B3 FOR ANY PERSON WHOSE SHARE OF OWNERSHIP EXCEEDS 25% (IF A CORPORATION) OR FOR THE GENERAL PARTNER FOR EACH LIMITED PARTNER WHOSE SHARE OF OWNERSHIP OF THE PARTNERSHIP/LLC EXCEEDS 25% (IF A PARTNERSHIP/LLC)

5B1.First Name		M.I.		LAST					
Bldg No.(Bsn)	Street Name		Suite/Rm	City		State	Zip Code	Telephone/Ext.:	
House No.(Rsdn)	Street Name		Apt	City		State	Zip Code	Telephone.:	
5B2.First Name		M.I.		LAST					
Bldg No. (Bsn)	Street Name		Suite/Rm	City		State	Zip Code	Telephone/Ext.:	
House No.(Rsdn)	Street Name		Apt	City		State	Zip Code	Telephone.:	
5B3.First Name		M.I.		LAST					
Bldg No. (Bsn)	Street Name		Suite/Rm	City		State	Zip Code	Telephone/Ext.:	
House No.(Rsdn)	Street Name		Apt	City		State	Zip Code	Telephone.:	

6. MANAGING AGENT INFORMATION Designated by the Owner to oversee the operation of the property.

Company Name (If applicable)		Tax ID. Number		First Name		M.I.	LAST		Currently in Active Military Service?	
ZUCKER ORGANIZATIONS		811-01519		R			L		NO	
Email : BONDSTR@PROTONMAIL.COM										
Bldg. No. (Bsn)	Street Name		Suite/Rm	City		State	Zip Code	Telephone/Ext.:		
111	SULLIVAN STREET		2BR	New York		NY	10012	(646) 256-3609		
House No.(Rsdn)	Street Name		Apt	City		State	Zip Code	Telephone.:		
111	SULLIVAN STREET		2BR	NEW YORKE		NY	10012	(646) 256-3609		

DO NOT CHANGE THE PRE-PRINTED PROPERTY ADDRESS ON THIS FORM.
DO NOT USE THIS FORM FOR ANY OTHER PROPERTY.

7. SITE MANAGEMENT INFORMATION Enter the name and telephone number of a nearby Responsible Individual (e.g.,superintendent, building manager) who can also be contacted in the event of an emergency regarding this property.

Site Manager's Name : First	M.I.	LAST	Telephone/Ext.:
R		L	(646) 256-3609

8. IS THE ENTIRE PROPERTY LEASED TO ONE INDIVIDUAL OR A CORPORATION OR PARTNERSHIP/LLC ? **NO**

Refers to a single lease for the entire property and does not refer to the rental of individual units.

9. LESSEE INFORMATION Enter information about the Corporation/Partnership/LLC (if appropriate) and/or the Individual leasing the entire Property.

Corporation/Partnership/LLC/Other Name		First Name		M.I.	LAST			
Bldg. No. (Bsn)	Street Name		Suite/Rm	City		State	Zip Code	Telephone/Ext.:

10. CONFIDENTIAL 24-HOUR PHONE NUMBER(S)

Enter the names and confidential 24-hour telephone numbers (in the NYC metropolitan area) of the Owner and/or one or more Responsible Persons who can be contacted in the event of an emergency regarding this property.

Telephone/Ext.:	First	Last	Telephone/Ext.:	First	Last
(646) 256-3609	RL	RL	(646) 256-3609	RLRL	RL
Email :			Email : BONDSTRT@PM.ME		

This Property Registration form must be SIGNED and DATED by BOTH the MANAGING AGENT indicated in Section 6 and the PROPERTY OWNER indicated in Section 3 or 5. Photocopied signatures and dates are not valid.

I CERTIFY THAT ALL STATEMENTS MADE HEREIN ARE TRUE AND CORRECT.

False Statements Are Punishable Under Section 27-2096 of the NYC Housing Maintenance Code.

11. MANAGING AGENT SIGNATURE _____ **Date** _____
I CONSENT TO THE DESIGNATION AS MANAGING AGENT OF THE ABOVE PROPERTY.
I AM AT LEAST 21 YEARS OLD.

12. OWNER SIGNATURE _____ **Date** _____
I AM A PERSON WITH DIRECT OR INDIRECT CONTROL OVER THIS PROPERTY.
I AM SIGNING IN MY CAPACITY AS:

- ☐ Individual Owner
- ☐ Joint Owner
- ☐ Officer
- ☐ General Partner
- ☐ Limited Partner
- ☐ Receiver
- ☐ Executor
- ☐ Trustee
- ☐ Other (specify) _____

13. RECYCLING COORDINATOR: The Department of Sanitation seeks the ability to distribute non-enforcement related notifications and educational information regarding residential recycling via email. Emails will only be sent two (2) times per year. Please provide the name and email address of the appropriate person.

First Name	Middle Initial	Last Name	Telephone/Ext:
R		L	
Email	BONDSTRT@PROTONMAIL.COM		

Role at Property (Select One Only):

- ☐ Owner
- ☐ Resident
- ☐ Super
- ☐ Facilities Manager
- ☐ Porter
- ☐ Doorman
- ☐ Property Manager
- ☐ Board Member
- ☒ Other (specify) MULTI-SECTIONAL

14. LOCAL LAW 1 of 2004 - LEAD-BASED PAINT

Local Law 1 of 2004 establishes that there is a presumption of lead-based paint in a building if it is 1) tenant occupied; 2) built prior to 1960; and 3) a child under the age of six resides in the unit. “Resides” means to live in the apartment or to routinely spend ten or more hours in the apartment each week. The law outlines requirements for identifying where a child under 6 resides, required even if the owner believes they know the ages of the occupants, and how those apartments must be maintained. The law has additional requirements for all tenant-occupied apartments built prior to 1960, regardless of the age of the occupants. The law applies to studio apartments (zero bedroom) as well. The law also applies to buildings built between 1960 and 1978 if lead-based paint is known to exist. Owners must retain records of all of the required activities for at least 10 years and provide the records to HPD on request. HPD may audit these records and is more likely to do so if your building has a history of lead-based paint violations or other indications of poor maintenance. Penalties may be significant for failure to conduct these activities and maintain these records. More information is available on the HPD website, including sample forms to assist with recordkeeping: nyc.gov/lead-based-paint.

Exemption: Major alterations to the building do not automatically exempt the building from these requirements. In order to be exempt from the requirements, an owner must apply for and receive exemption issued directly from HPD. The application for exemption is available on the HPD lead-based paint webpage. There are additional reasons a building may be excluded from the requirements of Local Law 1 and those are addressed under Question 1.

Year Built: HPD records indicate that your building was built prior to 1960 or, if built between 1960 and 1978, has had lead-based paint violations issued, which indicates the presence of lead-based paint. Under both of these year-built parameters, you are required to comply with the requirements of Local Law 1. If you disagree with the year built in HPD records (meaning your Certificate of Occupancy (COO) shows that a new building was erected after January 1, 1960), please email HPD at codevios@hpd.nyc.gov and provide the following so HPD can update its records: building address; borough; and correct information for the year built, including supporting documentation such as the COO. **Note:** Major alterations do not affect the year-built requirements. See “Exemption” above.

Question 1: I certify that this property: (select one):

- ☐ Is a condominium or cooperative property where either all units are owner occupied, therefore, this property is not required to comply with Local Law 1 requirements, **or** individual owners who lease their unit are legally responsible for performing Local Law 1 requirements by the condominium/cooperative board or management company. (**STOP** - You do not have to answer any additional questions.)
- ☐ Is a one- or two-family home where no units are rented. Therefore, this property is not required to comply with Local Law 1 requirements. (**STOP** - You do not have to answer any additional questions.)
- ☐ Has an exemption(s) granted by HPD which cover all units within the property. Therefore, this property is not required to comply with Local Law 1 requirements. (**STOP** - You do not have to answer any additional questions.)
- ☐ Is required to comply with Local Law 1, but I purchased this property in the last year and was not provided records by the previous owner. (**STOP** - You do not have to answer any additional questions but you should review them for awareness. You will be required to answer the rest of these questions next year.)
- ☐ Is a one- or two-family home where at least one unit is occupied by persons who are not part of the owner's family. Local Law 1 has been amended to include this property for compliance with all requirements of the law, effective February 11, 2021. If the property continues to be rented, this property will be required to report on Local Law 1 compliance starting in 2022 so please review the questions below for future compliance. However, please be advised that this property has been required to perform the turnover requirements in the law since Local Law 1 became effective in 2004. (Administrative Code Section 27-2056.8) (Continue to Questions 8 and 9 only.)
- ☐ ☒ Is required to comply with Local Law 1. (**Continue** from **Question 2.**)

Answer each question below for the previous calendar year.

Question 2: Did the owner send the required lead-based paint Annual Notices asking about whether a child under six resides in the unit to a tenant in each unit in the building? (Administrative Code Section 27-2056.4).

- ☐ Yes
- ☐ No

On File: YES

Question 3: Did the owner take appropriate action to obtain this information if a tenant did not respond to the notice. (Administrative Code Section 27-2056.4)

- ☐ Yes
- ☐ No
- ☐ Not applicable because all tenants responded.

On File: NO

Question 4: Were there any children under six that routinely spend 10 or more hours each week in the building, based on the annual notice and investigation referenced above?

- ☐ Yes - **Continue on from Question 5.**
- ☐ No - **Continue on from Question 8 (Skip questions 5, 6 and 7).**

On File: YES

Question 5: Did the owner take appropriate action to conduct inspections for lead-based paint hazards in dwelling units where a child under six routinely spends 10 or more hours each week and/or documented where access could not be gained before the end of the calendar year? (Administrative Code Section 27-2056.4)

- ☐ Yes
- ☐ No

On File: NO

Question 6: Did the owner take the appropriate action to correct any lead-based paint hazards identified by the annual inspection and such correction was done by appropriately certified contractors. (Administrative Code Section 27-2056.4 and 27-2056.11)

- ☐ Yes
- ☐ No
- ☐ Not applicable because no lead-based paint hazards were found.

On File: NO

Question 7: Did the owner require that all repair and construction work on painted surfaces at the property that disturbed lead-based paint surfaces or surfaces covered by paint of unknown lead content be performed following the safe work requirements in HPD's lead rules? (28 RCNY Chapter 11) (Administrative Code Section 27-2056.11)

- ☐ Yes
- ☐ No
- ☐ Not applicable because no repair or construction work that disturbed lead-based paint surfaces or surfaces covered by paint of unknown lead content was performed.

On File: NO

Question 8: If turnover occurred, did the owner perform the appropriate inspection and lead-based paint work related to vacancy and turnover of any dwelling unit at the property before the new tenant took/takes occupancy. (Administrative Code Section 27-2056.8)

- ☐ Yes
- ☐ No
- ☐ Turnover did not occur in the previous calendar year.

On File:NO

Question 9: Is the owner aware that XRF lead-based paint testing must be completed in all units by August 9, 2025 and that, if a child under six comes to routinely spend 10 or more hours each week in any unit after August 9, 2020, the XRF testing must be completed within one year of occupancy, whichever is sooner? (Administrative Code Section 27-2056.4)

- ☐ Yes
- ☐ No

On File: YES

Question 10: Does the owner have the documentation relating to compliance with all the above requirements for the previous calendar year?

- ☐ Yes
- ☐ No

On File: NO

IMPORTANT NOTE: COMPLETING THE PROPERTY REGISTRATION FORM AND RETURNING IT TO HPD IS NOT THE SAME AS REGISTERING YOUR BUILDING AND APARTMENTS WITH THE NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL (DHCR). IF YOUR PROPERTY IS SUBJECT TO RENT STABILIZATION PURSUANT TO LAW, RULE OR REGULATORY AGREEMENT, YOU MUST REGISTER YOUR BUILDING AND APARTMENTS WITH DHCR ANNUALLY BY JULY 31ST.

If you have the Owner's Power of Attorney and are signing for the Owner , a copy of the notarized Power of Attorney must accompany the Registration form .

RETURN THIS FORM TO: HPD , PO, BOX 3888, CHURCH STREET STATION, NEW YORK, NY 10008-3888
TELEPHONE (212)863-7000 FOR ASSISTANCE IN COMPLETING THIS FORM, MONDAY THROUGH FRIDAY
BETWEEN 9 AM-6 PM (July-October) and 9 AM-5 PM (November - June)

Office Use Only- Do Not Write Below This Line.

Agent	Owner

RHM FORM 520 (Rev. 5/2020)
Side 2



NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
----- X

In the Matter of

TRI-STATE CONSUMER INSURANCE COMPANY, No. 2020-0260- S

Respondent.

----- X

CONSENT ORDER

WHEREAS, the Department of Financial Services (the “Department”) conducted a market conduct investigation into the business practices of Tri-State Consumer Insurance Company (hereinafter “Respondent”) for the period from January 2017 through September 2017.

WHEREAS, this Consent Order contains the Department’s findings and the relief agreed to by the Department and Respondent.

NOW, THEREFORE, the Department and Respondent are willing to resolve the matters cited herein in lieu of proceeding by notice and hearing.

FINDINGS

1. Respondent is a domestic insurance company authorized to transact fire, miscellaneous property, water damage, burglary and theft, boiler and machinery, collision, personal injury liability, property damage liability, workers’ compensation and employers’ liability, fidelity and surety, motor vehicle and aircraft physical damage and marine and inland marine insurance business in this State pursuant to Section 1113(a) of the New York Insurance Law.

2. Respondent, for the time period January 2017 to September 2017:
 - a. failed to notify senior citizen insureds annually in writing of the third-party designee notice procedure;
 - b. improperly issued notices of cancellation that were not based on lawfully permitted reasons or conditions;
 - c. failed to have proof of mailing of notices of termination;
 - d. failed pay or deny claims within 30 calendar days after receipt of proof of claim including all relevant verification requests;
 - e. failed to mail verification forms within 10 business days after receipt of No- Fault application;
 - f. failed to properly calculate payments for loss of earnings from work;
 - g. failed to forward an explanation of benefits form to injured party at least every six-months;
 - h. failed to include required information on estimate of repairs;
 - i. failed to notify its insureds in writing of the status of a physical damage claim, that is subject to a deductible and a subrogation claim, within 120 days after the date of the claim payment;
 - j. failed to report first party and third-party losses in excess of \$2500 to the designated central organization and the National Insurance Crime Bureau as appropriate in the time allotted; and,
 - k. failed to include the exact prescribed redlining practices prohibition verbiage on appropriate notices of termination.
3. Respondent's violations during the time period contravened New York Insurance Law and Regulations.

VIOLATIONS

4. By reason of the foregoing, Respondent violated:
- a. Insurance Law Section 3111(a);
 - b. Insurance Law Section 3425(c)(2);
 - c. Insurance Law Section 3425(h)(1);
 - d. Insurance Law Section 5106(a) and Sections 65-3.8(a) and (c) of Insurance Regulation 68 [11NYCRR65];
 - e. Section 65-3.5(a) of Insurance Regulation 68;
 - f. Section 65-3.16(b) of Insurance Regulation 68;
 - g. Section 65-3.17 of Insurance Regulation 68;
 - h. Section 216.7(b)(13) of Insurance Regulation 64 [11NYCRR 216];
 - i. Section 216.7(g)(5) of Insurance Regulation 64;
 - j. Sections 216.8(d)(2) and 216.10(d); and
 - k. Section 218.5(a) of Insurance Regulation 90 [11 NYCRR 218.5].

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by Respondent, its successors, and assigns (on behalf of its agents, representatives, employees, parent company, holding company, and any corporation, subsidiary, or division through which Respondent operates) that:

5. Respondent represents, and has demonstrated to the Department's satisfaction, that it has implemented the necessary actions to prevent recurrences of the above and represents that Respondent is now compliant with the aforementioned sections of New York Insurance Law and Regulations. Respondent will also take all necessary steps to comply with the New York Insurance Law and Regulations with respect to its insurance products in the future.

MONETARY PENALTY

6. Within seven (7) days of the execution of this Consent Order, Respondent shall pay a civil penalty of Two Hundred Seventeen Thousand Three Hundred Dollars (\$217,300). Respondent agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any U.S. federal, state, or local tax, directly or indirectly, for any portion of the civil monetary penalty paid pursuant to this Consent Order.
7. The above referenced payment shall be payable to the New York State Department of Financial Services account at JP Morgan Chase Bank, N.A. via electronic transfer in accordance with the Department's instructions.

BREACH OF THE CONSENT ORDER

8. In the event that the Department believes Respondent to be materially in breach of this Consent Order ("Breach"), the Department will provide written notice of such Breach to Respondent, and Respondent must, within ten (10) business days from the date of receipt of said notice, or on a later date if so determined in the sole discretion of the Department, appear before the Department and have an opportunity to rebut the evidence, if any, of the Department that a Breach has occurred and, to the extent pertinent, to demonstrate that any such Breach is not material or has been cured.
9. Respondent understands and agrees that Respondent's failure to appear before the Department to make the required demonstration within the specified period as set forth herein is presumptive evidence of Respondent's Breach. Upon a finding of Breach, the Department has all the remedies available to it under New York or other applicable laws and may use any and all evidence available to the Department for all ensuing examinations, hearings, notices, orders, and other remedies that may be available under New York or other applicable laws.

OTHER PROVISIONS

10. If Respondent defaults on any of its obligations under this Consent Order, the Department may terminate this Consent Order at its sole discretion, upon ten (10) days' written notice to Respondent. In the event of such termination, Respondent expressly agrees and acknowledges that this Consent Order shall in no way bar or otherwise preclude the Department from commencing, conducting, or prosecuting any investigation, action, or proceeding, however denominated, related to the Consent Order, against Respondent or from using in any way the statements, documents, or other materials produced or provided by Respondent prior to or after the date of this Consent Order, including, without limitation, such statements, documents, or other materials, if any, provided for purposes of settlement negotiations.
11. The Department has agreed to the terms of this Consent Order based on, among other things, representations made to the Department by Respondent and the Department's own factual examination. To the extent that representations made by Respondent are later found to be materially incomplete or inaccurate, this Consent Order or certain provisions thereof are voidable by the Department in its sole discretion.
12. Upon the request of the Department, Respondent shall provide all documentation and information reasonably necessary for the Department to verify compliance with this Consent Order.
13. All notices, reports, requests, certifications, and other communications to the Department regarding this Consent Order shall be in writing and shall be directed as follows:

If to the Department:

New York State Department of Financial Services
One State Street, 19th Floor
New York, NY 10004-1511
Attention: My Chi To, Executive Deputy Superintendent for Insurance

If to the Company:


Tri-State Consumer Insurance Company
100 Jericho Quadrangle, Suite 124
Jericho, NY 11753
Attention: Penny Fern Hart, President and CEO

14. This Consent Order and any dispute thereunder shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
15. Respondent waives its right to further notice and hearing in this matter as to any allegations of past violations up to and including the Effective Date and agrees that no provision of the Consent Order is subject to review in any court or tribunal outside the Department.
16. This Consent Order may not be amended except by an instrument in writing signed on behalf of all parties to this Consent Order.
17. This Consent Order constitutes the entire agreement between the Department and Respondent relating to the violations identified herein and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning the subject matter of this Consent Order. No inducement, promise, understanding, condition, or warranty not set forth in this Consent Order has been relied upon by any party to this Consent Order.
18. In the event that one or more provisions contained in this Consent Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consent Order.
19. Upon execution by the parties to this Consent Order, no further action will be taken by the Department against Respondent for the conduct set forth in this Consent Order, subject to the terms of this Order.
20. This Consent Order may be executed in one or more counterparts and shall become effective when such counterparts have been signed by each of the parties hereto and So Ordered by the Superintendent of Financial Services.

TRI-STATE CONSUMER INSURANCE COMPANY

By:  Dated: 10-12-20
Penny Fern Hart
President and CEO

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

By:  Dated: 10/30/2020
My Chi To
Executive Deputy Superintendent for Insurance

THE FOREGOING CONSENT ORDER IS HEREBY APPROVED.

By:  Dated: 10/30/2020
Linda A. Lacewell
Superintendent of Financial Services



NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

----- X

In the Matter of

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY and
STATE FARM FIRE AND CASUALTY COMPANY

No. 2020-0280-S

Respondents.

----- X

CONSENT ORDER

WHEREAS, the Department of Financial Services (the “Department”) conducted a market conduct investigation into the business practices of State Farm Mutual Automobile Insurance Company and State Farm Fire and Casualty Company (hereinafter “Respondents”) for the period from February 2011 through July 2015.

WHEREAS, this Consent Order contains the Department’s findings and the relief agreed to by the Department and Respondents.

NOW, THEREFORE, the Department and Respondents are willing to resolve the matters cited herein in lieu of proceeding by notice and hearing.

FINDINGS

1. Respondents are foreign insurance companies, collectively authorized to transact accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers’ compensation and employers’ liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity

insurance business in this State pursuant to Section 1113(a) of the New York Insurance Law (“Insurance Law”) and insurance of every kind or description outside of the United States and reinsurance of every kind or description as authorized by Insurance Law Section 4102(c).

2. Respondents, for the time period January 2014 to June 2014:
 - a. failed to establish objective standards required for the administration of examinations under oath;
 - b. failed to pay or deny claims within 30 calendar days after receipt of proof of claim including all relevant verification requests;
 - c. failed to file its plan of operation for establishing and adequately maintaining an inspection system;
 - d. failed to utilize the inspection report and applicable photographs in the settlement of private passenger automobile physical damage insurance claims;
 - e. failed to advise affected insureds of the right to be reimbursed for transportation expenses in the event of the theft of the entire vehicle;
 - f. failed to timely report total theft losses to the designated central organization; and
 - g. failed to report third-party property damage losses exceeding \$2,500 to the designated central organization and the National Insurance Crime Bureau as appropriate in the time allotted.
3. Respondents, for the time period February 2011 to July 2015 failed to properly calculate payments for loss of earnings from work.
4. Respondents’ violations during the aforementioned time periods contravened New York Insurance Law and Regulations.

VIOLATIONS

5. By reason of the foregoing, Respondents violated:

- a. Section 65-3.5(e) of Insurance Regulation 68 [11 NYCRR 65];
- b. Insurance Law Section 5106(a) and Section 65-3.8 of Insurance Regulation 68;
- c. Section 67.0(b) of Insurance Regulation 79 [11 NYCRR 67];
- d. Section 67.5(f)(5) of Insurance Regulation 79;
- e. Section 216.7(f) of Insurance Regulation 64 [11 NYCRR 216];
- f. Section 216.8(d)(1) of Insurance Regulation 64;
- g. Sections 216.8(d)(2) and 216.10(d) of Insurance Regulation 64; and
- h. Section 65-3.16(b) of Insurance Regulation 68 (see Paragraph 3.).

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by Respondents, their successors, and assigns (on behalf of their agents, representatives, employees, parent company, holding company, and any corporation, subsidiary, or division through which Respondents operate) that:

- 6. Respondents represent, and have demonstrated to the Department, that they have implemented the necessary actions to prevent recurrences of the violations described above including having made restitution in the amount of \$9,799,000 to claimants for underpayments and overdue interest on no-fault benefits; and also represent that Respondents are now compliant with the aforementioned sections of the New York Insurance Law and Regulations. Respondents will also take all necessary steps to comply with the New York Insurance Law and Regulations with respect to their insurance products in the future.

MONETARY PENALTY

- 7. Within seven (7) days of the execution of this Consent Order, Respondents shall pay a civil penalty of Six Hundred Forty-Four Thousand Seven Hundred Dollars (\$644,700). Respondents agree that they will not claim, assert, or apply for a tax deduction or tax credit with regard to any U.S. federal, state, or local tax, directly or indirectly, for any portion of the civil monetary penalty paid pursuant to this Consent Order.

8. The above referenced payment shall be payable to the New York State Department of Financial Services account at JP Morgan Chase Bank, N.A. via electronic transfer in accordance with the Department's instructions.

BREACH OF THE CONSENT ORDER

9. In the event that the Department believes Respondents to be materially in breach of this Consent Order ("Breach"), the Department will provide written notice of such Breach to Respondents, and Respondents must, within ten (10) business days from the date of receipt of said notice, or on a later date if so determined in the sole discretion of the Department, appear before the Department and have an opportunity to rebut the evidence, if any, of the Department that a Breach has occurred and, to the extent pertinent, to demonstrate that any such Breach is not material or has been cured.
10. Respondents understand and agree that Respondents' failure to appear before the Department to make the required demonstration within the specified period as set forth herein is presumptive evidence of Respondents' Breach. Upon a finding of Breach, the Department has all the remedies available to it under New York or other applicable laws and may use any and all evidence available to the Department for all ensuing examinations, hearings, notices, orders, and other remedies that may be available under New York or other applicable laws.

OTHER PROVISIONS

11. If Respondents default on any of their obligations under this Consent Order, the Department may terminate this Consent Order at its sole discretion, upon ten (10) days' written notice to Respondents. In the event of such termination, Respondents expressly agree and acknowledge that this Consent Order shall in no way bar or otherwise preclude the Department from commencing, conducting, or prosecuting any investigation, action, or proceeding, however denominated, related to the Consent Order, against Respondents or from using in any way the statements, documents, or other materials produced or provided by Respondents prior to or after the date of this Consent Order, including, without limitation,

such statements, documents, or other materials, if any, provided for purposes of settlement negotiations.

12. The Department has agreed to the terms of this Consent Order based on, among other things, representations made to the Department by Respondents and the Department's own factual examination. To the extent that representations made by Respondents are later found to be materially incomplete or inaccurate, this Consent Order or certain provisions thereof are voidable by the Department in its sole discretion.
13. Upon the request of the Department, Respondents shall provide all documentation and information reasonably necessary for the Department to verify compliance with this Consent Order.
14. All notices, reports, requests, certifications, and other communications to the Department regarding this Consent Order shall be in writing and shall be directed as follows:

If to the Department:

New York State Department of Financial Services
One State Street, 19th Floor
New York, NY 10004-1511
Attention: My Chi To, Executive Deputy Superintendent for Insurance

If to the Respondents:

State Farm Insurance
100 State Farm Place
Malta, NY 12020
Attention: Michael T. Keating, Vice President Operations, P&C Claims

15. This Consent Order and any dispute thereunder shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
16. Respondents waive their right to further notice and hearing in this matter as to any allegations of past violations up to and including the Effective Date and agree that no provision of the Consent Order is subject to review in any court or tribunal outside the Department.

17. This Consent Order may not be amended except by an instrument in writing signed on behalf of all parties to this Consent Order.
18. This Consent Order constitutes the entire agreement between the Department and Respondents relating to the violations identified herein and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning the subject matter of this Consent Order. No inducement, promise, understanding, condition, or warranty not set forth in this Consent Order has been relied upon by any party to this Consent Order.
19. In the event that one or more provisions contained in this Consent Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consent Order.
20. Upon execution by the parties to this Consent Order, no further action will be taken by the Department against Respondents for the conduct set forth in this Consent Order, subject to the terms of this Order.
21. This Consent Order may be executed in one or more counterparts and shall become effective when such counterparts have been signed by each of the parties hereto and So Ordered by the Superintendent of Financial Services.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

By: Michael T. Keating Dated: 9/24/2020

Michael T. Keating
Vice President Operations, P&C Claims for State Farm Insurance

STATE FARM FIRE AND CASUALTY COMPANY

By: Michael T. Keating Dated: 9/24/2020

Michael T. Keating
Vice President Operations, P&C Claims for State Farm Insurance

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

By: My Chi To Dated: 10/30/2020

My Chi To
Executive Deputy Superintendent for Insurance

THE FOREGOING CONSENT ORDER IS HEREBY APPROVED.

By: Linda A. Lacewell Dated: 10/30/2020

Linda A. Lacewell
Superintendent of Financial Services



NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

----- X

In the Matter of

ALLSTATE INDEMNITY COMPANY,
ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY,
ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY, and
ALLSTATE INSURANCE COMPANY

No. 2020-0239-S

Respondents.

----- X

CONSENT ORDER

WHEREAS, the Department of Financial Services (the “Department”) conducted a market conduct investigation into the business practices of Allstate Indemnity Company, Allstate Property and Casualty Insurance Company, Allstate Fire and Casualty Insurance Company and Allstate Insurance Company (hereinafter “Respondents”) for the period from January 2011 through September 2014.

WHEREAS, this Consent Order contains the Department’s findings and the relief agreed to by the Department and Respondents.

NOW, THEREFORE, the Department and Respondents are willing to resolve the matters cited herein in lieu of proceeding by notice and hearing.

FINDINGS

1. Respondents are foreign insurance companies, collectively authorized to transact accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability,

workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, legal services, credit unemployment, and residual value insurance business in this State pursuant to Section 1113(a) of the New York Insurance Law ("Insurance Law").

2. Respondents, for the time period January 2011 to September 2014:
 - a. failed to report notice of termination of certain insured vehicles to the commissioner of motor vehicles;
 - b. failed to retain proof of mailing of notices of termination to insureds;
 - c. failed to send notices of cancellation to the mortgage holders/lienholders upon the cancellation of the insureds' policies, as per the policy provisions;
 - d. improperly issued nonrenewal notices on homeowners policies during the three-year required policy period;
 - e. failed to include required language on notices of termination to insureds in the motor vehicle assigned risk plan;
 - f. failure to forward to applicants the prescribed application for motor vehicle no-fault benefits within five business days after receipt of notice of claim at the proper claim processing office;
 - g. failed to make timely requests for additional proof of claim verification;
 - h. failed to pay or deny claims within 30 calendar days after receipt of proof of claim including all relevant verification requests;
 - i. failed to pay to applicants, or applicant's assignees, proper interest on overdue personal injury protection benefits;
 - j. failed to properly calculate payments for loss of earnings from work;
 - k. failed to include all complaint activity in consumer services department's ongoing central log;
 - l. failed to make offers for the total loss within the prescribed time period following notice of loss and the insured's provision of necessary claim information;
 - m. failed to advise effected insureds of the right to be reimbursed for transportation expenses in the event of the theft of the entire vehicle; and

- n. failed to timely report total theft losses to the designated central organization.
3. Respondents' violations during the aforementioned time period contravened New York Insurance Law and Regulations.

VIOLATIONS

4. By reason of the foregoing, Respondents violated:
- a. Insurance Law Section 317 and New York Vehicle and Traffic Law ("VTL") Section 313;
 - b. VTL Section 313;
 - c. Insurance Law Section 2307(b);
 - d. Insurance Law Section 3425(e);
 - e. Insurance Law Section 5301;
 - f. Section 65-3.4(b) of Insurance Regulation 68 [11 NYCRR 65];
 - g. Section 65-3.5(b) of Insurance Regulation 68;
 - h. Insurance Law Section 5106(a) and Section 65-3.8 of Insurance Regulation 68;
 - i. Insurance Law Section 5106(a) and Section 65-3.9(a) of Insurance Regulation 68;
 - j. Section 65-3.16(b) of Insurance Regulation 68;
 - k. Section 216.4(e) of Insurance Regulation 64 [11 NYCRR 216];
 - l. Section 216.7(c)(7) of Insurance Regulation 64;
 - m. Section 216.7(f) of Insurance Regulation 64; and
 - n. Sections 216.8(d)(1) of Insurance Regulation 64.

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by Respondents, their successors, and assigns (on behalf of their agents, representatives, employees, parent company, holding company, and any corporation, subsidiary, or division through which Respondents operate) that:

5. Respondents represent, and have demonstrated to the Department, that they have implemented the necessary actions to prevent recurrences of the violations described above

including having made restitution in the total amount of \$784,168 to claimants for overdue interest on no-fault benefits; and also represent that Respondents are now compliant with the aforementioned sections of the New York Insurance Law and Regulations. Respondents will also take all necessary steps to comply with the New York Insurance Law and Regulations with respect to their insurance products in the future.

MONETARY PENALTY

6. Within seven (7) days of the execution of this Consent Order, Respondents shall pay a civil penalty of Six Hundred Seventy-One Thousand Two Hundred Dollars (\$671,200). Respondents agree that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any U.S. federal, state, or local tax, directly or indirectly, for any portion of the civil monetary penalty paid pursuant to this Consent Order.
7. The above referenced payment shall be payable to the New York State Department of Financial Services account at JP Morgan Chase Bank, N.A. via electronic transfer in accordance with the Department's instructions.

BREACH OF THE CONSENT ORDER

8. In the event that the Department believes Respondents to be materially in breach of this Consent Order ("Breach"), the Department will provide written notice of such Breach to Respondents, and Respondents must, within ten (10) business days from the date of receipt of said notice, or on a later date if so determined in the sole discretion of the Department, appear before the Department and have an opportunity to rebut the evidence, if any, of the Department that a Breach has occurred and, to the extent pertinent, to demonstrate that any such Breach is not material or has been cured.
9. Respondents understand and agree that Respondents' failure to appear before the Department to make the required demonstration within the specified period as set forth herein is presumptive evidence of Respondents' Breach. Upon a finding of Breach, the Department has all the remedies available to it under New York or other applicable laws and may use any and all evidence available to the Department for all ensuing examinations,

hearings, notices, orders, and other remedies that may be available under New York or other applicable laws.

OTHER PROVISIONS

10. If Respondents default on any of their obligations under this Consent Order, the Department may terminate this Consent Order at its sole discretion, upon ten (10) days' written notice to Respondents. In the event of such termination, Respondents expressly agree and acknowledge that this Consent Order shall in no way bar or otherwise preclude the Department from commencing, conducting, or prosecuting any investigation, action, or proceeding, however denominated, related to the Consent Order, against Respondents or from using in any way the statements, documents, or other materials produced or provided by Respondents prior to or after the date of this Consent Order, including, without limitation, such statements, documents, or other materials, if any, provided for purposes of settlement negotiations.
11. The Department has agreed to the terms of this Consent Order based on, among other things, representations made to the Department by Respondents and the Department's own factual examination. To the extent that representations made by Respondents are later found to be materially incomplete or inaccurate, this Consent Order or certain provisions thereof are voidable by the Department in its sole discretion.
12. Upon the request of the Department, Respondents shall provide all documentation and information reasonably necessary for the Department to verify compliance with this Consent Order.
13. All notices, reports, requests, certifications, and other communications to the Department regarding this Consent Order shall be in writing and shall be directed as follows:

If to the Department:

New York State Department of Financial Services
One State Street, 19th Floor
New York, NY 10004-1511
Attention: My Chi To, Executive Deputy Superintendent for Insurance

If to the Respondents:

Allstate Insurance Company
878 Veterans Memorial Highway
Hauppauge, NY 11788
Attention: Mark L. Gardner, Regional Counsel

14. This Consent Order and any dispute thereunder shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
15. Respondents waive their right to further notice and hearing in this matter as to any allegations of past violations up to and including the Effective Date and agree that no provision of the Consent Order is subject to review in any court or tribunal outside the Department.
16. This Consent Order may not be amended except by an instrument in writing signed on behalf of all parties to this Consent Order.
17. This Consent Order constitutes the entire agreement between the Department and Respondents relating to the violations identified herein and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning the subject matter of this Consent Order. No inducement, promise, understanding, condition, or warranty not set forth in this Consent Order has been relied upon by any party to this Consent Order.
18. In the event that one or more provisions contained in this Consent Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consent Order.
19. Upon execution by the parties to this Consent Order, no further action will be taken by the Department against Respondents for the conduct set forth in this Consent Order, subject to the terms of this Order.
20. This Consent Order may be executed in one or more counterparts and shall become effective when such counterparts have been signed by each of the parties hereto and So Ordered by the Superintendent of Financial Services.

ALLSTATE INDEMNITY COMPANY

By: Mark Gardner Dated: AUGUST 20, 2020
Mark L. Gardner
Regional Counsel


ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY

By: Mark Gardner Dated: AUGUST 20, 2020
Mark L. Gardner
Regional Counsel


ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY ;

By: Mark Gardner Dated: AUGUST 20, 2020
Mark L. Gardner
Regional Counsel

ALLSTATE INSURANCE COMPANY

By:  Dated: AUGUST 20, 2020
Mark L. Gardner
Regional Counsel

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

By:  Dated: 10/30/2020
My Chi To
Executive Deputy Superintendent for Insurance

THE FOREGOING CONSENT ORDER IS HEREBY APPROVED.

By:  Dated: 10/30/2020
Linda A. Lacewell
Superintendent of Financial Services



NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

----- X

In the Matter of

AIG PROPERTY CASUALTY COMPANY,

No. 2019-0201-S

Respondent.

----- X

CONSENT ORDER

WHEREAS, the Department of Financial Services (the “Department”) conducted a market conduct investigation into the business practices of AIG Property Casualty Company (hereinafter “Respondent”) for the period from January 2015 through June 2015.

WHEREAS, this Consent Order contains the Department’s findings and the relief agreed to by the Department and Respondent.

NOW, THEREFORE, the Department and Respondent are willing to resolve the matters cited herein in lieu of proceeding by notice and hearing.

FINDINGS

1. Respondent is a foreign insurance company authorized to transact accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, elevator, animal, collision, personal injury liability, property damage liability, workers’ compensation and employers’ liability, fidelity and surety, motor vehicle and aircraft physical damage, marine and inland marine, and marine protection and indemnity, residual value, and legal services insurance business in this State pursuant to Section 1113(a) of the

New York Insurance Law (“Insurance Law”) and insurance of every kind or description outside of the United States and reinsurance of every kind or description as authorized by Insurance Law Section 4102(c).

2. Respondent, for the time period January 2015 to June 2015:

- a) failed to send notices of cancellation to the mortgage holders/lienholders upon the cancellation of the insureds’ policies, as per the policy provisions;
- b) failed to notify senior citizen insureds annually in writing of the availability of the third-party designee notice procedure;
- c) sold collision insurance coverage in automobile physical damage policies with a deductible of less than one hundred dollars;
- d) failed to send notice of their intent to non-renew policies to insureds within forty-five (45) to sixty (60) days in advance of the expiration date of the policies;
- e) failed to have proof of mailing of notice of cancellation;
- f) failure to forward to the applicant the prescribed application for motor vehicle no-fault benefits within five business days after receipt of notice of claim at the proper claim processing office;
- g) failed to mail a second application for motor vehicle no-fault benefits to the eligible injured person or such person’s attorney within 10 calendar days when such second notice was required;
- h) failed to pay or deny claims within 30 calendar days after receipt of proof of claim including all relevant verification requests;
- i) failed to pay to the applicant, or the applicant’s assignee, proper interest on overdue personal injury protection benefits;
- j) failed to properly calculate payments for loss of earnings from work;
- k) failed to document insured’s right to receive settlement proceeds in claim file;
- l) failed to provide Certification of Automobile Repairs to the insured or the insured’s designated representative during the course of negotiation of the settlement amount; and

- m) failed to report first and third party property damage losses exceeding \$2,500 to the designated central organization and the National Insurance Crime Bureau as appropriate in the time allotted.
- 3. Respondent's violations during the aforementioned time period contravened Insurance Law and Regulations.

VIOLATIONS

- 4. By reason of the foregoing, Respondent violated:
 - a. Insurance Law Section 2307(b);
 - b. Insurance Law Section 3111(a);
 - c. Insurance Law Section 3411(k);
 - d. Insurance Law Section 3425(d)(1);
 - e. Insurance Law Section 3425(h)(1);
 - f. Section 65-3.4(b) of Insurance Regulation 68 [11 NYCRR 65];
 - g. Section 65-3.6(a) of Insurance Regulation 68;
 - h. Insurance Law Section 5106(a) and Section 65-3.8 of Insurance Regulation 68;
 - i. Insurance Law Section 5106(a) and Section 65-3.9 of Insurance Regulation 68;
 - j. Section 65-3.16(b) of Insurance Regulation 68;
 - k. Section 216.7(b)(18) of Insurance Regulation 64;
 - l. Section 216.7(b)(19)(ii) of Insurance Regulation 64;
 - m. Sections 216.8(d)(2), and 216.10(d) of Insurance Regulation 64.

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by Respondent, its successors, and assigns (on behalf of its agents, representatives, employees, and any corporation, subsidiary, or division through which Respondent operates) that:

5. Respondent represents, and has demonstrated to the Department, that it has implemented the necessary actions to prevent recurrences of the violations described above and represents that Respondent is now compliant with the aforementioned sections of the Insurance Law and Regulations. Respondent will also take all necessary steps to comply with the Insurance Law and Regulations with respect to its insurance products in the future.

MONETARY PENALTY

6. Within seven (7) days of the execution of this Consent Order, Respondent shall pay a civil penalty of Five Hundred Eighty-Three Thousand Nine Hundred Dollars (\$583,900). Respondent agrees that it will not claim, assert, or apply for a tax deduction or tax credit with regard to any U.S. federal, state, or local tax, directly or indirectly, for any portion of the civil monetary penalty paid pursuant to this Consent Order.
7. The above referenced payment shall be payable to the New York State Department of Financial Services account at JP Morgan Chase Bank, N.A. via electronic transfer in accordance with the Department's instructions.

BREACH OF THE CONSENT ORDER

8. In the event that the Department believes Respondent to be materially in breach of this Consent Order ("Breach"), the Department will provide written notice of such Breach to Respondent, and Respondent must, within ten (10) business days from the date of receipt of said notice, or on a later date if so determined in the sole discretion of the Department, appear before the Department and have an opportunity to rebut the evidence, if any, of the Department that a Breach has occurred and, to the extent pertinent, to demonstrate that any such Breach is not material or has been cured.
9. Respondent understands and agrees that Respondent's failure to appear before the Department to make the required demonstration within the specified period as set forth herein is presumptive evidence of Respondent's Breach. Upon a finding of Breach, the Department has all the remedies available to it under New York or other applicable laws and

may use any and all evidence available to the Department for all ensuing examinations, hearings, notices, orders, and other remedies that may be available under New York or other applicable laws.

OTHER PROVISIONS

10. If Respondent defaults on any of its obligations under this Consent Order, the Department may terminate this Consent Order at its sole discretion, upon ten (10) days' written notice to Respondent. In the event of such termination, Respondent expressly agrees and acknowledges that this Consent Order shall in no way bar or otherwise preclude the Department from commencing, conducting, or prosecuting any investigation, action, or proceeding, however denominated, related to the Consent Order, against Respondent or from using in any way the statements, documents, or other materials produced or provided by Respondent prior to or after the date of this Consent Order, including, without limitation, such statements, documents, or other materials, if any, provided for purposes of settlement negotiations.
11. The Department has agreed to the terms of this Consent Order based on, among other things, representations made to the Department by Respondent and the Department's own factual examination. To the extent that representations made by Respondent are later found to be materially incomplete or inaccurate, this Consent Order or certain provisions thereof are voidable by the Department in its sole discretion.
12. Upon the request of the Department, Respondent shall provide all documentation and information reasonably necessary for the Department to verify compliance with this Consent Order.
13. All notices, reports, requests, certifications, and other communications to the Department regarding this Consent Order shall be in writing and shall be directed as follows:

If to the Department:

New York State Department of Financial Services
One State Street, 19th Floor
New York, NY 10004-1511
Attention: My Chi To, Executive Deputy Superintendent for Insurance

If to the Company:

AIG Property Casualty Company
175 Water Street, 18th Floor
New York, NY 10038
Attention: Steven Harris, Deputy General Counsel

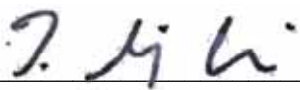
14. This Consent Order and any dispute thereunder shall be governed by the laws of the State of New York without regard to any conflicts of laws principles.
15. Respondent waives its right to further notice and hearing in this matter as to any allegations of past violations up to and including the Effective Date and agrees that no provision of the Consent Order is subject to review in any court or tribunal outside the Department.
16. This Consent Order may not be amended except by an instrument in writing signed on behalf of all parties to this Consent Order.
17. This Consent Order constitutes the entire agreement between the Department and Respondent relating to the violations identified herein and supersedes any prior communication, understanding, or agreement, whether written or oral, concerning the subject matter of this Consent Order. No inducement, promise, understanding, condition, or warranty not set forth in this Consent Order has been relied upon by any party to this Consent Order.
18. In the event that one or more provisions contained in this Consent Order shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Consent Order.

19. Upon execution by the parties to this Consent Order, no further action will be taken by the Department against Respondent for the conduct set forth in this Consent Order, subject to the terms of this Order.
20. This Consent Order may be executed in one or more counterparts, and shall become effective when such counterparts have been signed by each of the parties hereto and So Ordered by the Superintendent of Financial Services.

AIG PROPERTY CASUALTY COMPANY

By:  Dated: August 10, 2020
Steven Harris
Deputy General Counsel

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

By:  Dated: 10/30/2020
My Chi To
Executive Deputy Superintendent for Insurance

THE FOREGOING CONSENT ORDER IS HEREBY APPROVED.

By:  Dated: 10/30/2020
Linda A. Lacewell
Superintendent of Financial Services

Property Reg. ID: 109153 Property Address: 111 REAR SULLIVAN STREET, MANHATTAN, 10012

Form Seq #/ Barcode #: 11076257 Form Type: IN Ownership: OTHER(multi-sectional)

This is NOT the final step!

- Click **PRINT REGISTRATION FORM** to produce the PDF of your Property Registration Form.
- NOTE: If the PDF does not appear, check your pop-up blockers. A copy of the form has been e-mailed to you at your user ID (bondstirt@protonmail.com) by PROS Notification. If you do not see the PDF here, check your e-mail for a copy. If you still cannot access the form, email HPD at register@hpd.nyc.gov and give us property address with an indication that you submitted online, so we can email the form to you.
- Be sure that all fields and barcodes are visible on the printed form.
- **NOTE: In order for the registration form to print on letter sized paper, please select "Letter - 8½ X 11" in your printer settings.**
- Sign, date and return form to:

HPD
Church Street Station
P.O. BOX 3888
New York, NY 10008

Print Registration Form

Registration Fee Information

At this time, the registration fee for the current year has already been paid or is not required to pay.