

OCT 07 2026

BEFORE THE DEPARTMENT OF INSURANCE
STATE OF NEBRASKA

FILED

STATE OF NEBRASKA	)	
DEPARTMENT OF INSURANCE,	)	CONSENT ORDER
	)	
PETITIONER,	)	
	)	
VS.	)	
	)	
NATIONWIDE GENERAL INSURANCE	)	CAUSE NO. C-2585
COMPANY,	)	
(NAIC #23760),	)	
	)	
RESPONDENT.	)	

In order to resolve this matter, the Nebraska Department of Insurance (“Department”), by and through its attorney, Megan VanAusdall, and Nationwide General Insurance Company, (“Respondent”), mutually stipulate and agree as follows:

JURISDICTION

1. Petitioner has jurisdiction over the subject matter and Respondent pursuant to Neb. Rev. Stat. §§ 44.101.01, and 44-4047 to 44-4067.
2. Respondent is an Ohio-domiciled insurance company licensed with the Department as an insurer authorized to sell property and casualty insurance in Nebraska.

STIPULATIONS OF FACT

1. On September 20, 2024, the Department received a complaint from a Nebraska-resident Complainant, hereafter (“the insured”), stating that the Respondent had not paid for all of her claims and was not responding to her attempts to contact.
2. Respondent is alleged to have violated Neb. Rev. Stat. §§ 44-1540 (2) & (8), and Title 210 Nebraska Admin. Code Ch. 60, § 006.03 and §§ 008.02 & 008.04 by the following:
 - a. On September 20, 2024, the Department sent letter by email to Respondent, requesting information regarding the alleged complaint. On October 10, 2024, the Department received an

emailed response from Respondent acknowledging delays in claim handling. Respondent also provided the following information:

- i. On May 21, 2024, Respondent received a claim by insured for potential damage caused by a hailstorm to the roof shingles of a home and a detached garage.
- ii. On May 29, 2024, after leaving voice messages over several days Respondent's claims associate spoke with the insured and discussed the facts of the loss. The claims associate explained the claims process, advised that the \$1,000.00 deductible would apply, and that SeekNow an inspection company would be reaching out to schedule an inspection on behalf of Respondent.
- iii. On July 15, 2024, insured's contractor called Respondent seeking an update. Respondent's claims associate noted to the contractor that the estimate had been emailed and then called the insured to explain that the estimate had been emailed and a payment of \$5,334.22 was issued.
- iv. On July 31, 2024, the claims associate spoke with the insured regarding her concerns that the payment did not cover the damage to the garage roof, which the contractor had listed on his estimate. The claims associate explained the supplement process with both the insured and the contractor. The contractor noted that there was as much damage to the garage roof as there was to the dwelling and said he would send photos of the damage along with his estimate for the repairs. The claims associate then passed this update to the agent.

- v. On August 21, 2024, the claims associate emailed the insured confirming that the supplement had been received from the contractor and that he was to begin processing the information.
- vi. On September 21, 2024, the claims associate called the insured and sent an email advising that the estimate was under review and may take an additional 2 – 3 days.
- vii. On September 23, 2024, Respondent's Office of Customer Relations received an inquiry from the Department alleging poor time-service, and a lack of communication to the insured.
- viii. On October 2, 2024, the claims associate called the insured and explained that the garage would not qualify for a full roof replacement based on the investigation. The insured then requested a reinspection, or she would file another complaint.
- ix. On October 3, 2024, the claims associate contacted the claims manager and a reinspection was approved. A payment for undisputed damages was issued in the amount of \$306.24 to the insured.

b. On October 15, 2024, the Department sent a follow-up email to Respondent requesting additional information regarding communications exchanged between May 29, 2024, and July 15, 2024. The department also requested an update on the claim following Respondent's previous October 9, 2024 response. On October 29, 2024, the Department received an emailed response from Respondent providing additional information regarding communications between the requested dates. Respondent provided the following:

- i. On June 6, 2024, an inspection by SeekNow was scheduled for and completed between 1:00 pm and 4:00 pm of the same day. The inspection report was received by Respondent on June 6, 2024.
 - ii. On July 11, 2024, the roofing contractor emailed the claims associate inquiring about the status of the claim on behalf of the insured. Respondent could not provide record for a response from the agent. However, the estimate was completed by the claims associate on July 15, 2024, and payment was issued the same day.
- c. In the email sent by Respondent on October 29, 2024, Respondent also provided the requested update on the claim following Respondent's previous response on October 9, 2024. Respondent provided the following,
 - i. On October 10, 2024, the claims associate received an emailed update from the insured regarding the completion of the reinspection. The claims associate replied, advising they would reach out once the inspection report was received.
 - ii. On October 17, 2024, the claims associate contacted the insured and informed them he would begin working on the claim on October 22, 2024.
 - iii. On October 22, 2024, the claims associate reviewed the inspection report, amended the estimate, and submitted everything to a supervisor for approval. On October 23, 2024, the updated estimate was approved, and the claims associate issued a payment of \$4,618.84 for the damage to the detached garage along with a closing note to explain the inspection results, the estimate, the pending payment sent, and the supplement process.

3. Respondent was informed of the right to a public hearing. Respondent waives that right and enters into this Consent Order freely and voluntarily. Respondent understands and acknowledges that by waiving their right to a public hearing, Respondent also waives their right to confrontation of witnesses, production of evidence, and judicial review.

4. Respondent admits only the factual events described in Paragraph 2, as corrected below and to the extent those events are accurately reflected in the claim file. Respondent enters into this Consent Order solely to resolve Cause No. C-2585 and agrees that the conclusions of law stated herein apply solely for purposes of this Consent Order. Nothing in this Consent Order constitutes an admission concerning any other claim.

CONCLUSIONS OF LAW

Respondent's conduct as alleged above constitutes violations of Neb. Rev. Stat. §§ 44-1540 (2) & (8) and Title 210 Nebraska Admin. Code Ch. 60, § 006.03 and §§ 008.02 & 008.04.

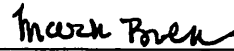
CONSENT ORDER

It is therefore ordered by the Director of Insurance and agreed to by Respondent, that Respondent shall pay an administrative fine in the amount of one thousand dollars (\$1000). The Respondent has sixty (60) days from the date of approval of this consent order by the Nebraska Director of Insurance to pay the fine. Upon timely payment of the administrative fine and subject to the Department's enforcement authority regarding this Consent Order, Cause No. C-2585 and Complaint No. 35866 shall be deemed resolved. No additional monetary penalty or corrective relief shall be imposed in this matter based solely on the claim, facts, or conduct described in this Consent Order.



Megan VanAusdall, #27433
Attorney for Petitioner
1526 K Street, Suite 200
Lincoln NE 6850
(402) 471-4742

9.18.2026
Date



Nationwide General Insurance Co.
Respondent

10/01/2026
Date

State of ~~Nebraska~~ Ohio)
) ss.
County of ~~Lancaster~~ Franklin)

On this 1st day of October 2026, an appointed representative of Nationwide General Insurance Company personally appeared before me and read this Consent Order, executed the same, and acknowledged the same to be their voluntary act and deed.



LISA M. MILLER
Notary Public
State of Ohio
My Comm. Expires
September 27, 2027

Lisa M. Miller
Notary Public

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing Consent Order is adopted as the Final Order of the Nebraska Department of Insurance in the matter of State of Nebraska Department of Insurance vs. Nationwide General Insurance Company, NAIC #23760, Cause No. C-2585.

STATE OF NEBRASKA
DEPARTMENT OF INSURANCE

[Signature]
Eric Dunning
Director of Insurance

10/7/26
Date

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Consent Order was served upon Respondent, Nationwide General Insurance Company, by mailing a copy to their registered mailing address at ONE WEST NATIONWIDE BLVD., 1-14-301, COLUMBUS, OH 43215-2220 by certified mail, return receipt requested, by regular U.S. mail, and by sending digital copies as attachments to an email message addressed to Respondent's registered personal email address, FINRPT@NATIONWIDE.COM, with delivery notification and read receipt requested, on this 1st day of October 2026.

Shelly Storie