

(B) (1) WHEN A PURCHASING GROUP OBTAINS INSURANCE COVERING ITS MEMBERS' RISKS FROM AN INSURER NOT AUTHORIZED IN THIS STATE OR A RISK RETENTION GROUP, NO SUCH RISKS, WHEREVER RESIDENT OR LOCATED, SHALL BE COVERED BY ANY INSURANCE GUARANTY FUND OR SIMILAR MECHANISM IN THIS STATE.

(2) WHEN A PURCHASING GROUP OBTAINS INSURANCE COVERING ITS MEMBERS' RISKS FROM AN AUTHORIZED INSURER, ONLY RISKS RESIDENT OR LOCATED IN THIS STATE SHALL BE COVERED BY THE PROPERTY AND CASUALTY INSURANCE GUARANTY CORPORATION SUBJECT TO §§ 504 THROUGH 519 OF THIS ARTICLE.

625.

(A) Unless the purchase is effected through a licensed agent or broker acting pursuant to the surplus lines laws and regulations of such state, a purchasing group may not purchase insurance from a risk retention group that is not chartered in a state or from an insurer not [admitted] AUTHORIZED in the state in which the purchasing group is located.

(B) A PURCHASING GROUP THAT OBTAINS LIABILITY INSURANCE FROM AN INSURER NOT AUTHORIZED IN THIS STATE OR FROM A RISK RETENTION GROUP SHALL INFORM EACH OF THE MEMBERS OF THE GROUP WHICH HAS A RISK RESIDENT OR LOCATED IN THIS STATE THAT:

(1) THE RISK IS NOT PROTECTED BY THE PROPERTY AND CASUALTY INSURANCE GUARANTY CORPORATION; AND

(2) THE RISK RETENTION GROUP OR UNAUTHORIZED INSURER MAY NOT BE SUBJECT TO ALL INSURANCE LAWS AND REGULATIONS OF THIS STATE.

(C) (1) A PURCHASING GROUP MAY NOT PURCHASE INSURANCE COVERAGE PROVIDING FOR A DEDUCTIBLE OR SELF-INSURED RETENTION APPLICABLE TO THE PURCHASING GROUP AS A WHOLE.

(2) NOTWITHSTANDING PARAGRAPH (1) OF THIS SUBSECTION, A PURCHASING GROUP MAY PURCHASE INSURANCE COVERAGE THAT PROVIDES FOR A DEDUCTIBLE OR SELF-INSURED RETENTION APPLICABLE TO INDIVIDUAL MEMBERS.

668.

(a) Except when there is a written contract in force between the managing general agent and the insurer, no managing general agent may place business with an insurer or maintain loss reserves from which claims against an insurer may be paid.

(b) The contract shall, at a minimum:

(1) Set forth the responsibilities of each party and specify the division of responsibilities where functions are shared;

(2) Contain a provision that the insurer may:

(i) Terminate the contract for cause upon written notice to the managing general agent; and